



Village Board Meeting March 3, 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 February 18th, 2016.

*Background Of
Subject Matter*

Required Parliamentary Procedure

Type

Motion

b. **Finance Ordinance**

i. **Finance Ordinance # 20**

Total to be announced at the meeting

Background Of Subject Matter *

Type Motion

c. **Purchase Orders**

i. **PO 11038373**

CDS Office Technologies \$19,809.00

Background Of Subject Matter Police In-car Cameras

Type Purchase Order

Budgeted Yes

Documents: [PO 11038373.PDF](#)

ii. **PO 11038291**

Rush Truck Centers of Illinois \$10,268.89

Background Of Subject Matter Repair Ambulance 1835

Type Purchase Order

Budgeted Other

Budgeted Explanation Fire vehicle repair accounts are over budget

Documents: [PO 11038291.PDF](#)

iii. **PO 11038366**

KLF Enterprises \$27,025.00

Background Of Subject Matter Demolition of 505 N Grant & 224 Willard

Type Purchase Order

Budgeted Yes

Documents: [PO 11038366.PDF](#)

iv. **PO 11038271**

Seeco Consultants \$16,675.00

Background Of Subject Matter 2016 MFT Resurfacing Construction Material Test Services

Type Purchase Order

Budgeted Yes

Documents: [PO 11038271.PDF](#)

v. **PO 11038367**

Baxter & Woodman \$14,500.00

Background Of Subject Matter Engineering for Suffield Gardens Water Main
Recommendation This was discussed at the recent Public Works Committee
Type Purchase Order
Budgeted Other
Budgeted Explanation Not specifically budgeted in FY 2015-16.

Documents: [PO 11038367.PDF](#)

- vi. **PO 11038160**
Standard Equipment Co \$6,670.00

Background Of Subject Matter Comm Headsets
Type Purchase Order
Budgeted Yes
Budgeted Explanation Not specifically budgeted, but funds available.

Documents: [PO 11038160.PDF](#)

- vii. **Purchase Order Total**
\$ 94,947.89

Background Of Subject Matter *
Type Purchase Order

- d. **Total Of Purchase Orders And Finance Ordinance**
Total to be announced at the meeting.

Background Of Subject Matter *
Type Motion

- e. **2016 DuPage Mayors & Managers Conference - Legislative Action Program**
Board to consider a resolution endorsing the DuPage Mayors and Managers Conference 2016 Legislative Action Program.

Background Of Subject Matter The Village Board is asked annually by DMMC to consider endorsing their annual Legislative Action Program. The endorsement provides staff with direction on what needs to be communicated to our legislators.
Additional Background The Manager and the Mayor historically participate in the Conference's Annual Legislative Drive Down to Springfield.
Type Resolution

Documents: [2016 RESOLUTION - DMMC LEGISLATIVE ACTION PROGRAM.PDF](#)

8. Unfinished Business

9. New Business

a. Holy Trinity Church - Liquor License Fee Waiver

Board to consider an ordinance approving the following request for the 2016 Trinity Church - Benefit for the Haiti Committee scheduled for March 19, 2016 from 6:00 - 10:00 pm.

Background Of Subject Matter Holy Trinity Church will be hosting a benefit dinner to support its efforts in Haiti on Saturday, March 19, 2016. The event will be held from 6:00 - 10:00pm.

Additional Background Beer and Wine will be served.

Type Ordinance

b. 311 E Ogden Ave - Used Auto Sales Special Use

Board to consider an ordinance approving a request from Midwest Autohaus to allow the sale of used automobiles in the B-2 General Business District.

Background Of Subject Matter Applicant received a negative recommendation from EDC & PZC (3-2), due to concerns about lack of stormwater management on site & not meeting the intent of the Comprehensive Plan, which recommends retail, restaurants & redevelopment of underutilized sites.

Type Ordinance

Documents: [PZC 16-001 USED AUTO SALES STAFF REPORT.PDF](#)

c. Award Of Bid Proposal - 2016 Pedestrian LED Retrofit Lighting Project

Board to consider an ordinance accepting the bid proposal from LEDolas for the Village's 2016 Pedestrian LED Retrofit Lighting Project, and authorizing a contract consistent with the bid documents.

Background Of Subject Matter The Village accepted bid proposals from 4 suppliers for the 2016 Pedestrian LED Retrofit Lighting Project. The low bidder is LEDolas of Chicago, IL with a low bid of \$50,250.00.

Additional Background The project is partially being funded by a \$25k grant from the Illinois Clean Energy Community Foundation that Village staff secured in 2015.

Recommendation Award LEDlolas' bid of \$50,250.00.

Type Ordinance

Documents: [2016 PEDESTRIAN LED RETROFIT LIGHTING PROJECT CONTRACT.PDF, AS-READ BID RESULTS.PDF](#)

d. Kurtz Paramedic Contract

Board to consider an ordinance approving a Contract for Ambulance Service between Kurtz Paramedic Service, Inc. and the Village of Westmont.

Background Of Subject Matter Kurtz proposed to amend the existing Contract for Ambulance Service by increasing pricing over the next 2 years by 3%, and then extending the term for an additional 3 years at a not to exceed 2% price increase for each renewal year.

Additional The Village Attorney is proposing a new Contract which

Background	incorporates the pricing and renewal terms, and includes other language related to indemnification and language recommended by the Fire Chief.
Recommendation	The Public Safety Committee recommended approval.
Type	Ordinance
Budgeted	Yes

Documents: [CONTRACT FOR AMBULANCE SERVICE.PDF](#)

e. **Intergovernmental Agreement - Village Of Clarendon Hills**

Board to consider an ordinance approving an intergovernmental agreement with the Village of Clarendon Hills in regard to the rehabilitation of Richmond Avenue.

Background Of Subject Matter	The Village of Westmont and Clarendon Hills share a 50-50 responsibility for the maintenance of Richmond Avenue. Richmond Avenue is in need of repairs where the Village of Clarendon Hills has agreed to construct the improvements as part of their project.
Additional Background	The Village share is estimated not to exceed \$158,720.74, which includes Ph2 Design Engineering, Construction, and Ph3 Construction Inspection and Material Testing.
Recommendation	Approve the Intergovernmental Agreement with the Village of Clarendon Hills.
Type	Ordinance

Documents: [IGA DRAFT FINAL CLARENDON HILLS.PDF](#)

f. **Front Yard Setback Text Amendment**

Board to consider an ordinance approving a text amendment to the zoning code that addresses encroachments in the front yard in the R-3 Single Family Detached Residence District.

Background Of Subject Matter	This text amendment was prompted by staff discussions regarding new construction at stricter front yard setbacks changing the nature and character of established neighborhoods.
Recommendation	Planning and Zoning Commission made a unanimous positive recommendation in February following discussion and review of photos within the community, comparison to other Villages, and analysis of the effect on new permit submittals.
Type	Ordinance

Documents: [PZC STAFF REPORT - SETBACKS.PDF](#)

g. **Video Gaming Text Amendment**

Board to consider an ordinance approving a text amendment to the zoning code to remove distance separation restrictions between establishments with video gaming terminals.

Background Of Subject Matter	Planning & Zoning Commission discussed the text amendment at the 2/10 public hearing & made a 4-1 positive recommendation. Community Development Committee also felt the zoning code regulation was no longer necessary. Staff recommends approval.
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Type

Ordinance

Documents: [PZC STAFF MEMO - VIDEO GAMING.PDF, 2016-01-21 DRAFT MINUTES CDC REGULAR MEETING MINUTES - GOOGLE DOCS.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, February 18th, 2016.**

Mayor Gunter called the meeting to order at **6:04 PM.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymski P
TRUSTEES: Addington P Barker P
Barry P 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 (Communication Director)	Liljeberg P (I.T. Manager)
Chief Mulhearn P (Police Dept.)	Dep. Chief Brenza A (Police Dept.)	Dep. Chief Gunther P (Police Dept.)
Chief Weiss P (Fire Dept.)	Dep. Chief Riley A (Fire Department)	Ramsey P (P.W. Director)
Dralle A (EMS Director)	Mielcarski A (Admin. Assistant)	Richards A (Deputy Clerk)

ATTORNEY: Zemenak A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Chicago Tribune A Independent: Daniel Smrokowski A
Bugle A

CHAMBER OF COMMERCE DIRECTOR: Forssberg - P

VISITORS: None.

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

OPEN FORUM: None.

Location: Downers Grove Village Hall, February 29 - March 12th. Permanent Location: Yorktown Center, February 29 - March 14th.

Attorney Zemenak

- Absent.

Village Manager May

- The Budget Workshop is currently scheduled for April 7th at 6:00 pm.

Trustee Addington

- The next Economic Development Meeting will be March 2nd at 9:00 am.
- BRIA Health Services of Westmont at 6501 S Cass has also made many improvements and it looks very nice.
- Mariano's is planning on opening within 2 months. They are still hiring.
- There were a few ribbon cuttings, one was for Flo's Tips & Toes and the other was Woodgrain.
- The Legislative Plan will be reported on next month.
- Take a look at the display case, it honors Lions 80th Anniversary.

Trustee Liddle

- Administration Committee Meeting will be March 3rd, 2016 at 4:30 pm.
- Look for daily posts from the Village of Westmont on Facebook, Twitter, and Google Plus. Some of the themes we will be working on are Motivational Mondays, Green Tip Tuesdays, Pets & Wildlife Wednesdays, Throwback Thursdays (focusing on Westmont History), Westmont First Fridays, Safety Saturday, Senior Life Sunday.

Trustee Barry

- Recapped the Public Works Meeting.
- The Village will be planting 20 trees around the schools.
- There will be an Arbor Day Art and Essay Contest for students.
- Brush pickup is coming. This will be resumed in April. Look for details on the website and Neighbors Magazine.
- The Environmental Improvement Commission will be meeting the 1st Monday of the month at the Westmont Public Library.

Trustee Nero

- There will be a Special Public Safety Meeting on Wednesday, March 2nd. It will be held at 6:30pm at the Fire Department Headquarters Committee Room.
- The next regularly scheduled Public Safety Committee meeting will be April 14th at Village Hall.
- Public CPR Training will be held May 24th, 2016 and October 25, 2016. Details coming soon online.
- You can still sign up for Citizens Fire Academy. The program will start in March.
- Invited Police Chief Mulhearn to talk about the Special Olympics Bronze Award that we received for exceeding our goals last year.
- Cop on Top will be Friday May 20th at Dunkin' Donuts on 63rd Street.

Trustee Guzzo

- Announced the next Finance Committee Meeting as March 3rd, 2016 at 4:00pm.
- The St. John Council of Knights of Columbus will be holding a fish fry at 4:00pm every Friday night during the lenten season.

Trustee Barker

- The next Westmont First Meeting will be Monday at 6:00pm. Located at the Westmont Public Library at 428 N Cass Ave.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

There are no items 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 items A, B, C, D, E.

(A) VILLAGE BOARD MINUTES:

Board to consider approving the minutes of the Village Board meeting held February 4, 2016.

(B) FINANCE ORDINANCE #19: Dated **February 18th, 2016**, in the amount of \$ **1,418,863.30**

(C) JANUARY FINANCIAL REPORT:

Board to consider a motion to accept the financial report submitted for the month of January 2016.

(D) PURCHASE ORDERS

11038264	Omega Sign & Lighting	\$ 136,722.20
11038340	Westmont Park District	8,489.27
11038260	Don Morris Architect	7,827.13
11038229	SHI International Corp	17,060.36
11038250	Village of Downers Grove	612,288.00
11038251	Village of Downers Grove	31,578.00
11038218	JULIE Inc.	5,495.26
11038256	West Central Municipal Conf	22,500.00
11038272	Vidito Tree Experts	22,350.00
11038259	Vidito Tree Experts	6,390.00

11038263	Illinois EPA	25,984.86
11038237	HD Supply Waterworks	49,675.00
	Total of Purchase Orders	\$ 946,360.08

(E) COMMUNITY EVENTS

- **2016 Red White & BBQ:**
 - Board to consider an ordinance approving the following requests for the 2016 Red White & BBQ Festival hosted by the Westmont Lions Club, May 27-29, 2016:
 - 1) community events permit
 - 2) liquor license fee waivers
 - 3) amusement fee waiver
 - 4) live amplified sound permit
 - 5) tent permit fee waiver
- **2016 Race To The Flag 5K:**
 - Board to consider an ordinance approving the following requests for the 2016 Race To The Flag 5K to be held on May 29, 2016:
 - 1) community events permit
 - 2) live amplified sound permit
- **2016 Chicago Prostate Center 5K:**
 - Board to consider an ordinance approving the following requests for the 2016 Chicago Prostate Center 5K to be held on September 11, 2016:
 - 1) community events permit
 - 2) live amplified sound permit

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

VOTE ON MOTION #1

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

Nays: None.

Absent: None.

Present: None.

UNFINISHED BUSINESS

NEW BUSINESS

(2) 134 N CASS - MONKEYPENCIL APPAREL

Community Development Director Ziegler and William McGhie addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a development permit request from Monkeypencil Apparel to allow the operation of an apparel company in the B-1 Limited Business District.

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

VOTE ON MOTION #2

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

Nays: None.

Absent: None.

Present:None.

(3) CLASS 17 LIQUOR LICENSE - MARIANO'S

Deputy Chief Liquor Commissioner Gunther, Max Dickman and Store Manager, Shane Litke addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance increasing the number of available Class 17 liquor licenses by one to accommodate a request from Mariano's, located at 150 West 63rd Street, Westmont.

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

VOTE ON MOTION #3

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

Nays: None.

Absent: None.

Present:None.

(4) WSEC HOTEL/MOTEL GRANT REQUEST

Finance Director Parker addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance awarding a \$10,000 hotel/motel grant to Westmont Special Events Corporation (WSEC).

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

VOTE ON MOTION #4

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

Nays: None.
Absent: None.
Present: None.

(5) DRUG - FREE WORKPLACE POLICY - REVISED

Human Resources Director Crane addressed the Board on this item.

Motion by **Trustee Barker** to consider an ordinance approving revisions to Section 62-75 - Drug-Free Workplace of the Personnel Code of Ordinances.

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

VOTE ON MOTION #5

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

(6) DUAL VILLAGE EMPLOYMENT POLICY - NEW

Human Resources Director Crane addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance adding Section 62-80 - Dual Village Employment Policy to the Personnel Code of Ordinances.

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

VOTE ON MOTION #6

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

(7) SOCIAL MEDIA POLICY - NEW

Human Resources Director Crane addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance adding Section 62-79 - Social Media Policy to the Personnel Code of Ordinances.

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

VOTE ON MOTION #7

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

Present: None.

(8) ENGINEERING AGREEMENT - 2016 MFT RESURFACING PROJECT

Public Works Director Ramsey addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance authorizing an engineering agreement with SEECO Consultants, Inc. for Material Testing and Inspection Services of the 2016 MFT Resurfacing Project (MFT# 15-00108-00-RS).

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

VOTE ON MOTION #8

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

Nays: None.

Absent: None.

Present: None.

(9) AD HOC STRATEGIC PLAN COMMITTEE

Mayor Gunter and Trustee Addington addressed the Board on this item.

Motion by **Trustee Liddle** to consider a motion authorizing the creation of the Ad Hoc Strategic Plan Committee, with the Mayor to appoint committee members.

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

VOTE ON MOTION #9

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

Nays: None.

Absent: None.

Present: None.

MISCELLANEOUS:

- Larry Forssberg reminded everyone that the deadline to sign up for the Economic Impact Luncheon is tomorrow. The Luncheon will be held in Downers Grove at Ashiana. The Expo will start at 10:00am and Lunch is at 12:00pm.

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

VOTE ON MOTION #10

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

Nays: None.

Absent: None.

Present: None.



Village Clerk's Office

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

MEETING ADJOURNED AT 6:57 PM

ATTEST:

APPROVED:

Virginia Szymski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 3rd day of March, 2016.



**A RESOLUTION TO ADOPT THE MUNICIPAL LEGISLATIVE PRIORITIES OF THE
DUPAGE MAYORS AND MANAGERS CONFERENCE
FOR THE 2016 LEGISLATIVE SESSION**

WHEREAS, the Village of Westmont is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and

WHEREAS, on January 20, 2016, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2016 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Westmont, will be individually benefited by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Westmont, regarding legislative positions that may be represented in official capacity or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the Village of Westmont hereby adopts as its legislative priorities for the 2016 Legislative Session the priorities of the DuPage Mayors and Managers Conference's 2016 Legislative Action Program:

1. Protect Local Revenue
2. Reform Municipal Public Safety Pensions
3. Amend the Public Safety Employee Benefits Act
4. Amend the Workers' Compensation Act
 - Remove the Burden of Proof for the Cause of Firefighter Injuries from Municipalities
 - Require Arbitrators to Adhere to the AMA Disability Rating Guidelines
 - Return the Length of Time Compensated to Pre-2006 Levels

- Overturn the Workers’ Compensation Commission Case Regarding Shoulder Injuries
 - Enforce the Medical Fee Schedule for Workers’ Compensation Claims
5. Remove Barriers of Non-Home Rule Authority
 - Allow Greater Flexibility with Regulations and Expenditures
 - Allow Crime Free Housing Regulations
 6. Support True Western Access

BE IT FURTHER RESOLVED that a copy of this Resolution will be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Westmont, to the Office of the Governor, and to department heads in the Village of Westmont.

Passed and Approved by the Mayor and Village Board of Westmont, Westmont, Illinois this 3rd day of March, 2016.

Ronald J. Gunter - Mayor

Virginia Szymiski - Village Clerk



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

MEETING DATE: February 10, 2016

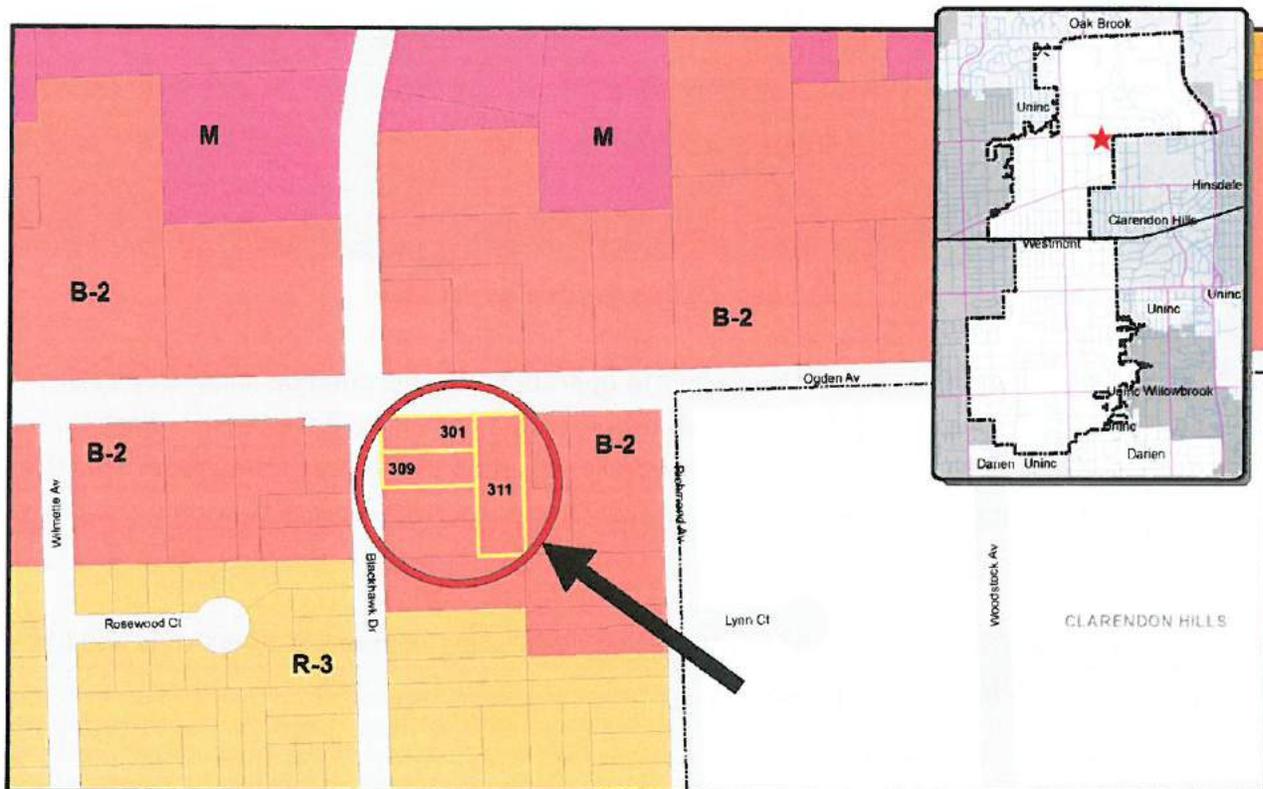
P/Z 16-001

TITLE: Midway Autohaus regarding the property located at 311 East Ogden Avenue, Westmont, IL 60559 for the following:

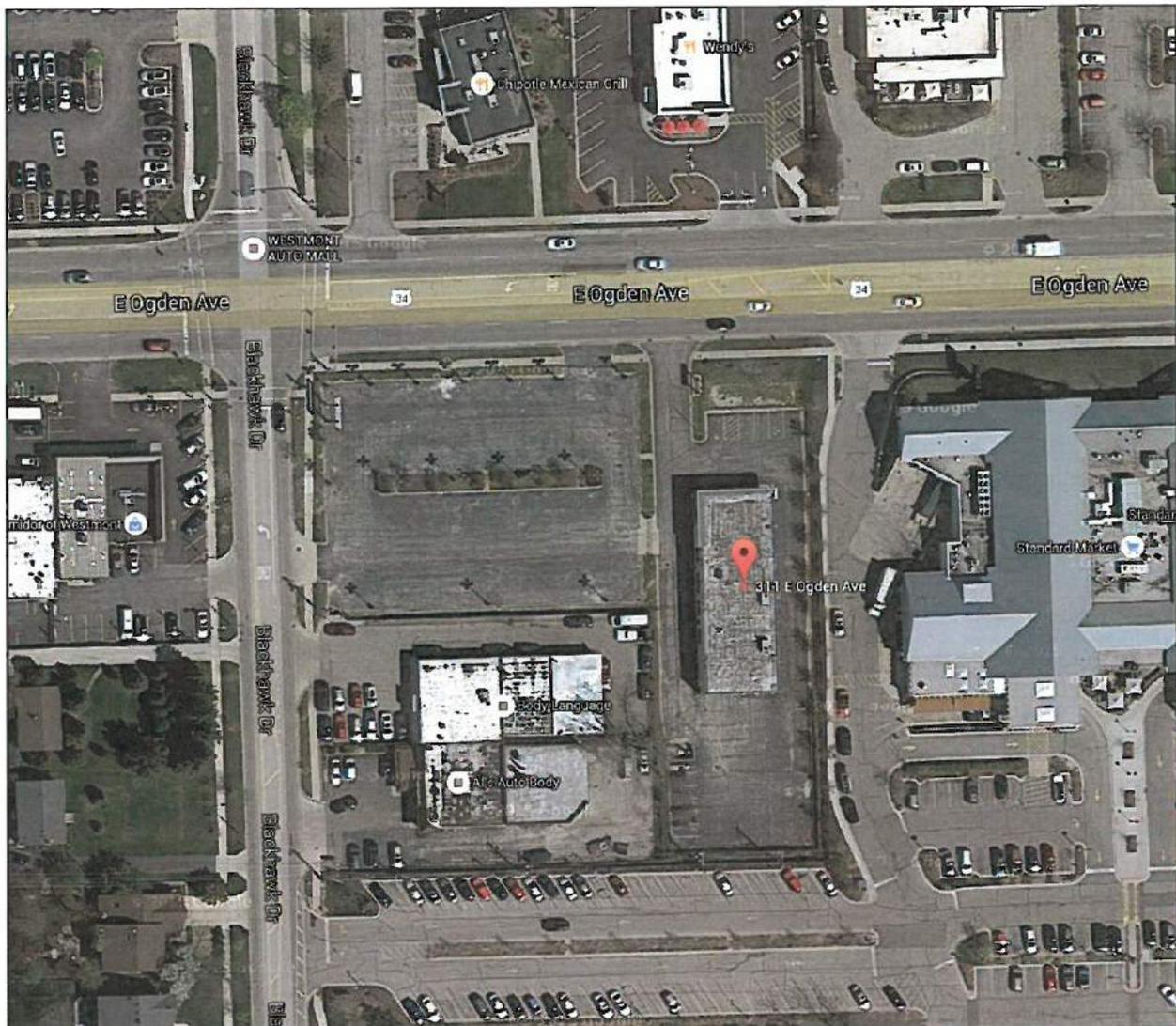
- (A) Special Use Permit request to allow the sale of used automobiles in the B-2 General Business District.

BACKGROUND OF ITEM

The subject property is located at the southeast corner of Blackhawk Drive and Ogden Avenue. It is comprised of three parcels which are addressed 301, 309 and 311 East Ogden Avenue, with the building residing at the 311 address. The parcels are part of the Arthur T. McIntosh and Company's Westmont Acres subdivision, which was recorded on November 4, 1920.



311 East Ogden Avenue Zoning Map



311 East Ogden Avenue Aerial Map

The applicant requests a Special Use permit to operate a used automobile dealership at this site. Special Use permits for the use of this property as a dealership have been in place for previous operators as early as 1986, however, the cessation of the use of the property by the previous operator in 2013 requires the approval of a new permit in order to continue with this use.

The applicant currently operates two other used dealerships locations in Bridgeview and has been in business for over 20 years.

ZONING ANALYSIS

The subject property is located in the B-2 General Business District. All surrounding properties are similarly zoned including an existing dealership at the northwest corner of Blackhawk Drive and Ogden Avenue.

Appendix "A", Section 7.03(A)(8) (e) requires that automobile sales of used cars must receive approval of a Special Use Permit prior to operating in commercial space in the B-2 District.

Additional physical constraints exist for this property. Specifically, the outdoor display lot at the corner has been long known to have flooding issues. In April of 2013, a storm event caused significant flooding as shown in the photos below. The operating dealership suffered a total loss of inventory and subsequently closed.



311 East Ogden April 2013



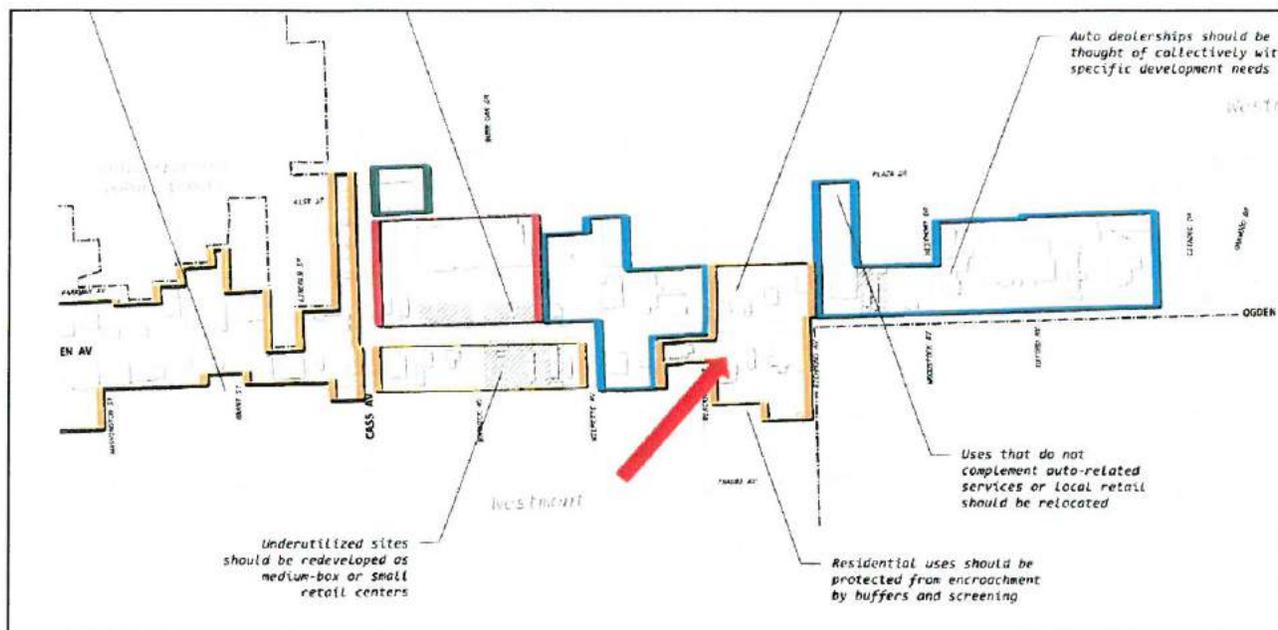
311 East Ogden April 2013

Since 2013, the property has remained vacant, and no improvements to remediate the stormwater issues on the site have been attempted. The reuse of this property without improvements would duplicate the same conditions that existed before the flood event, and no new measures to protect inventory are proposed with this special use request.

Comprehensive Plan and Economic Development

The Comprehensive Plan designated this area as a Local Commercial Area, which includes small to medium size lots that can accommodate single-tenant development or modest multi-tenant shopping centers. Desired uses in these areas include small retail stores, services, and restaurants. Small offices may be compatible with the area as a secondary use.

The subject property is not located in a TIF district, but it is within the Westmont Auto Mile Character District. If the property were to be combined with the lots to the south, the multiple properties could provide an opportunity for a larger retail redevelopment that can include the necessary stormwater remediation to help flooding on the site.



Comprehensive Plan excerpt - 311 East Ogden Avenue

Historically, used car sales are not preferred along the Ogden Avenue corridor and new dealerships are recommended. Because of this difficulty in the past, staff recommended the applicant present the business concept to the Economic Development Committee on January 6, 2016 for discussion.

Concerns raised included:

- Vacancy at the property since 2013 and deficiencies in property maintenance.
- Market conditions and property sale price in relation to the site requirements.
- Redevelopment opportunities including adjacent property assemblage that would address the necessary stormwater remediation.
- Reuse of the property without improvements and subsequent consequences.

Due to the proposed use and known site constraints, the applicant did not receive a positive recommendation from the EDC. The minutes from the meeting on January 6, 2016 are attached to the packet materials.

SPECIAL USE PERMIT

A Special Use Permit is requested for used car sales at 301-311 West Ogden Avenue.

The used auto sales portion of the proposal requires 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 no service of vehicles will be performed. Village staff recommends that if approved, a condition of the special use would be to restore the existing landscape to the previously approved plans. The parking lot islands and perimeter landscaping, particularly facing Ogden Avenue, would need to be improved substantially for a higher quality appearance along the corridor.

There are also two additional special use conditions that the owner must satisfactorily establish “that there will be no appreciable traffic congestion or hazard to pedestrian safety”, and that “such special use may be permitted provided that no buildings or outdoor portions of the lot containing such use are located within 500 feet of a residence district.”

The applicant has stated that there is sufficient parking and access ways available on the site, so traffic congestion will not become an issue. Previously granted variances pertaining to a reduction in the front and side yard setbacks and to waive the distancing requirement between a used auto dealership and a residential property run with the land.

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.

PARKING ANALYSIS

The site currently has only a few parking spaces designated in front of the building, as the entire lot would need to be restriped if a special use were approved. The applicant has provided a plat with areas indicating where inventory would be proposed to be showcased, as well as customer and employee parking.

Auto sales parking requirements are mandated by Appendix A, Section 10.06(K)(4)(c)(3) of the Village Code: *(3) Automobile sales, new and used cars: One off-street parking space for each 600 square feet of floor area.*

The building itself is approximately 5112 sq. ft. and requires 9 parking spaces for both customers and employees. The applicant has indicated at peak times 10 employees would be on site. The submitted site plan indicates 5 customer spaces that currently exist, with approximately 20 spaces behind the building that would be shared between employees and additional inventory.

Although the applicant has submitted a parking plan indicating 119 spaces total, staff does not support this number as the spaces and aisles do not meet minimum standards. Staff has provided the applicant with the last approved plan from 2010 which indicates 96 spaces. The applicant has agreed that the 2010 design is preferred and would stripe to the previously approved standard if approved.

SUMMARY

The applicant seeks approval of a special use permit in order to operate automobile retail sales of used automobiles in the B-2 General Business District.

Staff raises significant concerns about allowing a use at this site that does not intend to address the stormwater issues, but wishes to use the areas known for flooding as inventory storage. Although stormwater improvements are recommended, the site could still be utilized without improvements since there are no site plan changes proposed. Staff would be more amenable to transient use of the asphalted area, such as customer parking for retail uses, or a remote lot for a nearby dealer, where inventory could be quickly moved off-site. These uses would allow the business owner to be more responsive in the event stormwater issues arise.

Staff has let the applicant know there are significant concerns and that Economic Development Committee had a negative recommendation regarding the project as proposed.

As is customary with Special Use Permit requests for automobile dealerships, staff recommends that if approved, the ordinance contain standard language regarding the operation of loudspeakers, signage and display restrictions, prohibition of test driving on residential streets, prohibition of vehicle loading and unloading on Ogden Avenue, etc.

DOCUMENTS ATTACHED

1. Public notice as published in the January 27, 2016 edition of the Westmont Progress.
2. Economic Development Committee minutes, January 6, 2016.
3. Alpha Motors parking plan, as approved October 4, 2010.
4. Application for special use, with associated application materials, dated December 11, 2015.
 - a. Land Title Survey, prepared by Glen D. Krisch Land Surveyor, undated.



MINUTES (EXCERPT)

Village of Westmont

Regular Meeting

Economic Development Committee - January 6, 2016, 9:00 A.M.

Westmont Village Hall Executive Session Room

31 West Quincy Street, Westmont, IL

6. New Business

C. Midway Autohaus Group - 311 East Ogden Avenue

Mr. Max Makelis gave a presentation on Midway Autohaus Group. Midway Autohaus has been in business for 20 years, currently they have 2 locations and previously had 3 locations. Mr. Makelis indicated that 98 percent of the cars are purchased at auction, and that the cars are upscale. Mr. Makelis stated that approximately 100 cars are sold per month at the other locations. The site plan shows there are 114 spaces available. Mr. Makelis indicated that there will be 110 cars in stock. Currently Mr. Makelis will be leasing the property. The initial term will be for three (3) years with an option to extend the lease twice, totaling a nine (9) year lease. 45% of sales are from the internet, 20% from driveby clientele. The average cost for a vehicle is \$13,000. Cars will not be worked on, this is strictly a sales facility.

The sign in front of the business was discussed briefly, Mr. Makelis would like to keep the sign the same but has previously talked to staff about an electronic message board sign.

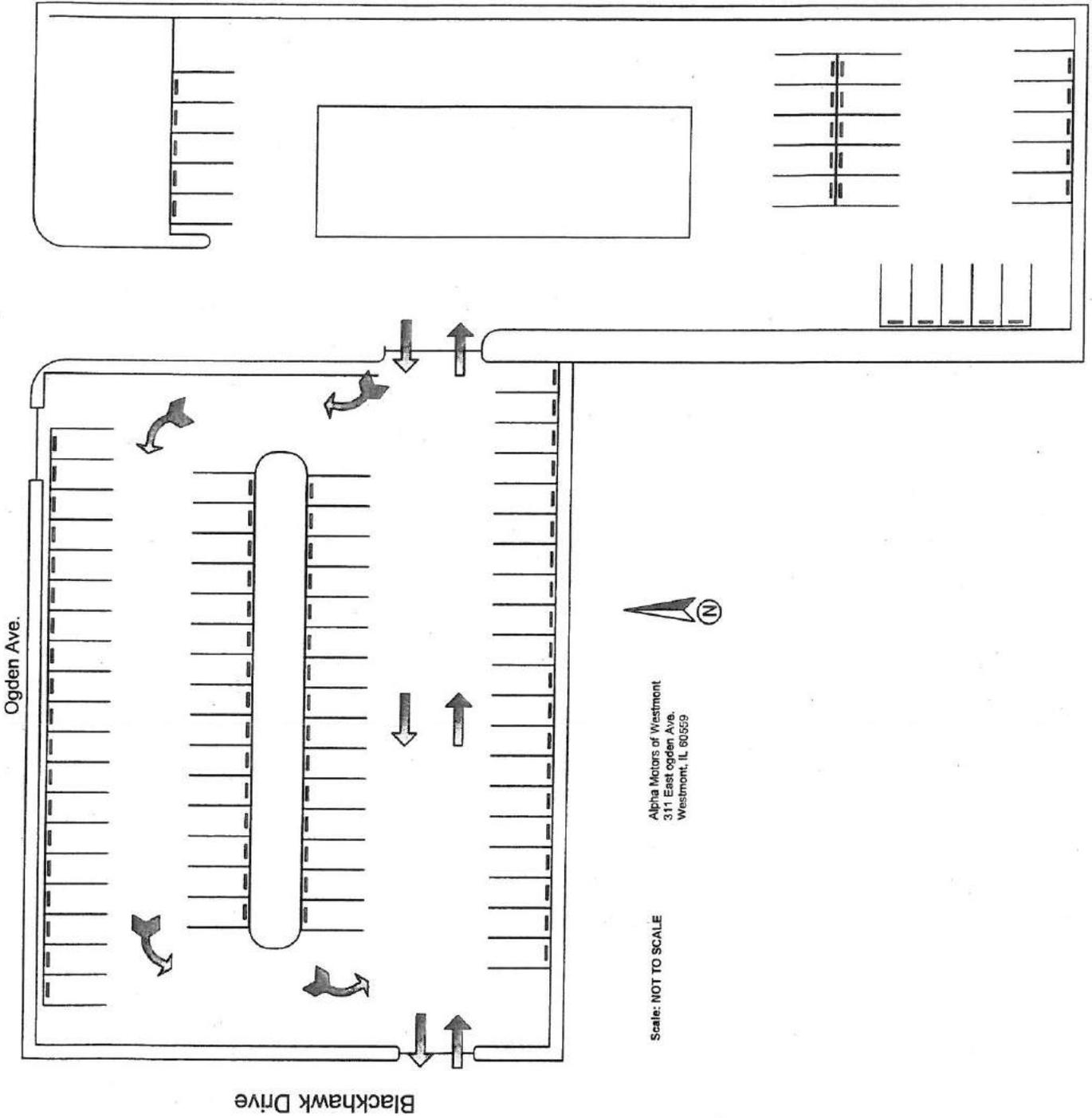
The previous flooding issues at this location are a concern. Stormwater detention was briefly discussed. Mr. Makelis did state that he does not want to personally invest in fixing the flooding issue as he will only be leasing the property. Mr. Makelis did acknowledge that flooding could happen again.

Chief Mulhearn mentioned that cars can only be loaded and unloaded on their property. Cars are not to be test driven in the residential areas so as not to bother the residents.

Comments - The Committee discussed the issues of test driving in residential neighborhoods, and the number of cars that would be in the lot. The layout and condition of the property were discussed in detail. It was mentioned by Mr. Forsberg that local developers have looked into the property for expansion, and some existing dealerships have considered it for a remote lot, but the cost of the flooding/stormwater issues have hindered a sale or lease.

Motion - Made by Bill Kalafut, Seconded by Greg Pill. 2 in favor, 6 not in favor

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



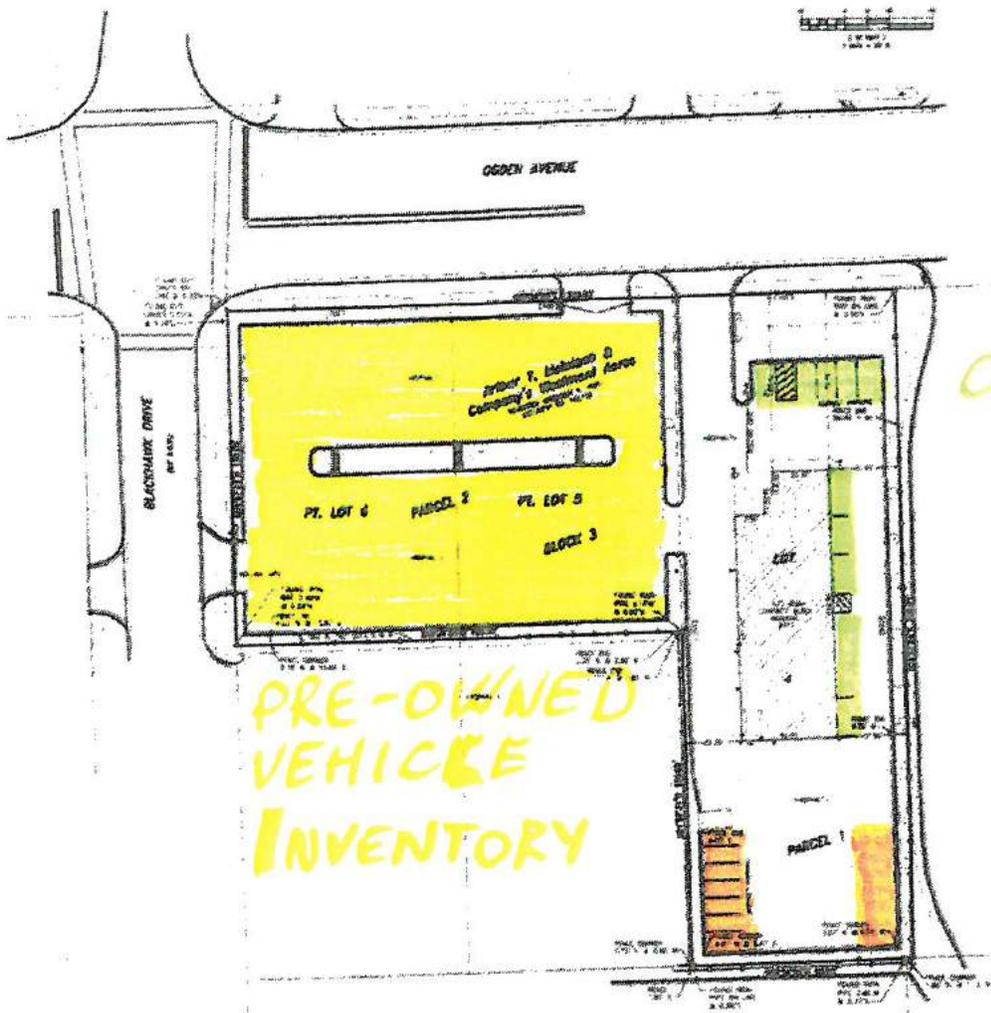
Ogden Ave.

Blackhawk Drive



Alpha Motors of Westmont
311 East Ogden Ave.
Westmont, IL 60559

Scale: NOT TO SCALE



PRE-OWNED
VEHICLE
INVENTORY

CUSTOMER
PARKING

STAFF
PARKING

OGDEN AVENUE

BLACKHAWK DRIVE

PT. LOT 6 PARCEL 2 PT. LOT 5

BLOCK 3

PARCEL 1





7405 S. HARLEM
WWW.MIDWAYAUTOHAUS.COM
BRIDGEVIEW, IL 60455
MIDWAYAUTOHAUS@AOL.COM
PH. 708.594.0000

FAX. 708.594.0005

We are seeking a Special Use Permit for a High Quality Pre-Owned Car Dealership. We have been in business since 1996 we currently own and operate 2 Pre-Owned car lots on Harlem Ave in Bridgeview IL and are looking to expand into a more upscale area. We currently sell over 100 cars per month and feel that this addition would be profitable for both The Village of Westmont and Midway Autohaus Group Inc. Employee count will be 10-15 and vehicle count of High Quality Pre-Owned cars will be approximately 150-200. Hours of operation will be Mon-Fri 10:00am until 8:30pm Sat 10:00am until 6:30pm Sunday will be closed.

Please keep in mind the Special Use Permit Midway Autohaus Group Inc. is seeking has been used at this location for many years.

Our current inventory can be seen at WWW.MIDWAYAUTOHAUS.COM

Sincerely,

Nerijus MAX Makselis
Dealer Principle
Midway Autohaus Group Inc.
7405 S. Harlem Ave
Bridgeview IL, 60455
Cell 630-455-9999
Office 708-594-0000
Fax 708-594-0005



7405 S. HARLEM
WWW.MIDWAYAUTOHAUS.COM
BRIDGEVIEW, IL 60455
MIDWAYAUTOHAUS@AOL.COM
PH. 708.594.0000

FAX. 708.594.0005

Special Use Permit Standards

1. We assure The Village of Westmont and the Downers Grove Township that there will be NO endangerment to any persons, Public health, safety, morals, comfort and or general welfare to anyone in the town as we will be operating a Late Model Pre Owned Car Dealership with up most respect for the entire community as we have done since 1996.

2. The Special use permit will only be used at the property it is intended for (Late Model Pre Owned Car Dealership). Midway Autohaus Group Inc. Believes that the addition of our business will only add to the value of the area as we are very meticulous about keeping a clean work environment along with the up most respect for neighbors and businesses in the area as we have been doing for nearly 20 years.

3. We assure The Village of Westmont and the Downers Grove Township the special use permit Midway Autohaus Group Inc. Is seeking will not impede the normal and orderly development and improvement of surrounding property as it will be both aesthetically pleasing and very well maintained as all of our current car dealerships have been for nearly 20 years.

4. Midway Autohaus Group inc. Assures The Village of Westmont and the Downers Grove Township that any necessary improvement to the property that the Special Use permit will be issued for (Late Model Pre Owned Car Dealership) will be met before any opening of business according to Local Ordinance.

5. The Village of Westmont and the Downers Grove Township will not have to worry about any traffic congestion as Midway Autohaus Group Inc. Will have adequate parking including entrances and exits for all customers to virtually eliminate any congestion.

6. Midway Autohaus Group Inc. Will make sure the special use permit we are seeking (Late Model Pre Owned Car Dealership) will be in line with all the regulations needed to be met by The Village of Westmont and the Downers Grove Township including any state laws. Midway Autohaus Group Inc. Will be open and willing to make any necessary changes that may be needed based upon the recommendations of the plan commission..

Sincerely,

Nerijus MAX Makselis
Dealer Principle
Midway Autohaus Group Inc.
7405 S. Harlem Ave
Bridgeview IL, 60455
Cell 630-455-9999
Office 708-594-0000
Fax 708-594-0005







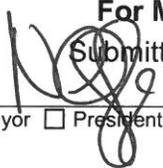
PROPOSAL SUBMITTED BY		
LEDolas		
Contractor's Name		
420 South Clinton Street-501		
Street		P.O. Box
Chicago	IL	60607
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY DuPage
Westmont
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE 2016 CBD Pedestrian LED Retrofit Lighting Project
 SECTION NO. n/a
 TYPES OF FUNDS Capital Improvement (non-MFT)

- SPECIFICATIONS (required) PLANS (required) CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed



Mayor President of Board of Trustees Municipal Official

Date 02/18/2016

Department of Transportation
 Concurrence in approval of award

 Regional Engineer

Date _____

For County and Road District Projects
 Submitted/Approved

 Highway Commissioner

 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

RETURN WITH BID

NOTICE TO BIDDERS

County DuPage
Local Public Agency Westmont
Section Number n/a
Route Cass Avenue

Sealed proposals for the improvement described below will be received at the office of Municipal Services,
31 W. Quincy Street, Westmont, IL 60559 until 10:00 AM on February 18, 2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall Board Room
31 W. Quincy Street, Westmont, IL 60559 at 10:00 AM on February 18, 2016
Address Time Date

DESCRIPTION OF WORK

Name 2016 CBD Pedestrian LED Retrofit Lighting Project Length: feet (miles)
Location Village of Westmont Central Business District (CBD)
Proposed Improvement Work consists of furnishing 150 LED retrofit unit on each CBD pedestiran pole within the
existing acorn globe thru the Village's CBD..

- 1. Plans and proposal forms will be available in the office of Village Clerk @ 31 W. Quincy Street, Westmont, IL 60559
and downloadable copy from www.westmont.il.gov. Contact: Mr. Noriel Noriega @ 630-981-6295 or nnoriega@westmont.il.gov
Address
2. Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in
duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County,
Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District
Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS
Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to
the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished
according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased,
decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all
requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from
failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any
costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished
by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents.
When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly
indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address
and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at
the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder
unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before
the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency Westmont
Section Number n/a
Route Cass Avenue

1. Proposal of LEDolas (Material Only)
for the improvement of the above section by the construction of Furnishing 150 LED retrofit unit on each of the Village's CBD pedestrian light poles within the existing acorn style globe.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Village of Westmont Public Works Department and approved by the Department of Transportation on
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within n/a working days or by 04/15/2016 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village Treasurer of Westmont

The amount of the check is 5% Bid Bond (\$2,500.00).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number n/a N/A.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>Westmont</u>
Section Number	<u>n/a</u>
Route	<u>Cass Avenue</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County DuPage
Local Public Agency Westmont
Section Number n/a
Route Cass Avenue

(If an individual)

Signature of Bidder _____
Business Address _____

(If a partnership)

Firm Name _____
Signed By _____
Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name LEDolas
Signed By  _____
President
Business Address 1500 West Monroe - Ste 123
Chicago, Illinois 60607

Inset Names of Officers



President David A. Cintron, Jr., AIA, LEED A.P.
Secretary David A. Cintron, Jr., AA, LEED A.P.
Treasurer David A. Cintron, Jr., AA, LEED A.P.

Attest:

Secretary



Route Cass Avenue
County DuPage
Local Agency Westmont
Section N/A

RETURN WITH BID

PAPER BID BOND

WE at LEDolas are submitting an attached proposal guarantee check in lieu of a Bid Bond as per BLR 12200 as PRINCIPAL, and N/A as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

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

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 17 day of February, 2016

Principal LEDolas (Company Name) N/A (Company Name) By: [Signature] President (Signature and Title) By: (Signature and Title)

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

Surety N/A (Name of Surety) By: (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF COOK I. Adriana V. Tito, a Notary Public in and for said county, do hereby certify that David A. Cintron Jr.

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

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

Given under my hand and notarial seal this 17th day of February

My commission expires 11.17.2018

OFFICIAL SEAL ADRIANA V TITO Notary Public - State of Illinois My Commission Expires November 17, 2018

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Code

(Company/Bidder Name) (Signature and Title) Date



Apprenticeship or Training Program Certification

Return with Bid

Route Cass Avenue
County DuPage
Local Agency Westmont
Section N/A

All contractors are required to complete the following certification:

[X] For this contract proposal or for all groups in this deliver and install proposal. (MATERIAL ONLY) N/A

[] For the following deliver and install groups in this material proposal:

N/A

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

N/A

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: LEDolas

By: 
(Signature)

Address: 1500 W. Monroe St, Chicago, IL 60607

Title: Managing Director



Affidavit of Illinois Business Office

County DuPage
Local Public Agency Westmont
Section Number N/A
Route Cass Avenue

State of Illinois)
) ss.
County of Cook)

I, David A. Cintron, Jr. of Chicago, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the Managing Director of LEDolas bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, LEDolas, will maintain a
business office in the State of Illinois which will be located in IL, Cook County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the
construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois
Procurement Code.

(Signature)
David A. Cintron, Jr.
(Print Name of Affiant)

This instrument was acknowledged before me on 17 day of February, 2016.

(SEAL) "OFFICIAL SEAL" ADRIANA V TITO Notary Public - State of Illinois My Commission Expires November 17, 2018

(Signature of Notary Public)



LEDOLAS

ILLUMINATING THE FUTURE TODAY

www.LEDOLAS.com

**Decorative Globes - High and Low Poles
Municipal Street Lighting Retrofit (No Labor -150)**

Sustainability Assessment

Lighting*

Simple Payback / Annual Return on Investment (%)

Proposed Savings (kWh)	47,174
Annual Energy Savings	\$ 5,661
Proposed Material Cost	\$50,250
Grant Amount	\$25,000
Simple Payback (Years)	4.46
Annual Return on Investment	22.42%

*This Proposal is for the material replacement of LED lamps and fixtures only.
LEDolas can provide an installation proposal upon request.

North America
Chicago 312 .491 .9069
New York 646 .314 .1445

1/21/2016

International
Chile 56 .32 .319 .0570



LEDOLAS

ILLUMINATING THE FUTURE TODAY

www.LEDOLAS.com

Decorative Globes - High and Low Poles

Financial Summary

Savings Summary Table

Energy Rate (\$/kWh)	\$ 0.120 †
Percent increase in kWh (Yearly)	3.00%
Discount rate	8.00%
Inflation Rate	3.00%

	Year 1	Year 5	Year 10	Year 15	Year 20
Energy Savings (kWh)	47,174	235,872	471,744	707,616	943,488
Energy Cost Savings (\$)	\$ 5,661	\$ 30,055	\$ 64,896	\$ 105,287	\$ 152,111
Maintenance Savings (\$)	\$ 1,687	\$ 8,957	\$ 19,341	\$ 31,379	\$ 45,334
Total Energy and Maintenance Savings (\$)	\$ 7,348	\$ 39,012	\$ 84,237	\$ 136,666	\$ 197,445
NPV of Proposed System Savings (\$)**	\$ (15,446)	\$ 8,761	\$ 33,229	\$ 52,533	\$ 67,764
Internal Rate of Return (%)	NA	22%	34%	35%	36%

Results (Cumulative)*

	Year 1	Year 5	Year 10	Year 15	Year 20
Typical System Life Cycle Cost (\$)	\$ 13,179	\$ 57,039	\$ 119,685	\$ 192,310	\$ 276,501
Proposed System Life Cycle Cost (\$)	\$ 28,080	\$ 40,277	\$ 57,698	\$ 77,894	\$ 101,306

System Related Costs, Simple Payback and Impacts

Proposed System Cost (\$) ***	\$ 25,250
Simple Payback (Years)	4.46
One-time Assessment Fee (Material and Labor)	\$ -
Cost of Waiting per Month (\$)	\$ 3,931
Total CO2 Reduction (Tons per Year)	5.65

Financing (Simple Loan) Information

Loan Amount	\$ 25,250
Annual Interest Rate	7.00%
Term of Loan in Years	5
First Day Interest Accrues	10/12/2010
Payment Frequency	Monthly
Days in Year	365

Summary

Daily Interest Rate	0.01918%
Number of Payments	\$ 61.00
Total Payments	\$ 30,010.09
Total Interest	\$ 4,760.09

Monthly Payment \$499.99 (rounded up)

† Cost per KW/Hr shown is derived either directly from the Properties Electric Bill or from The Bureau of Labor Statistics

* All cumulative cash flows are adjusted for a 3% inflation rate and an 8% discount rate.

** Net Present Value (NPV) analysis includes initial proposed system costs, energy savings, and maintenance savings.

*** Proposed System Cost is based on the System Cost (incl. lamp installation time) less any anticipated incentives

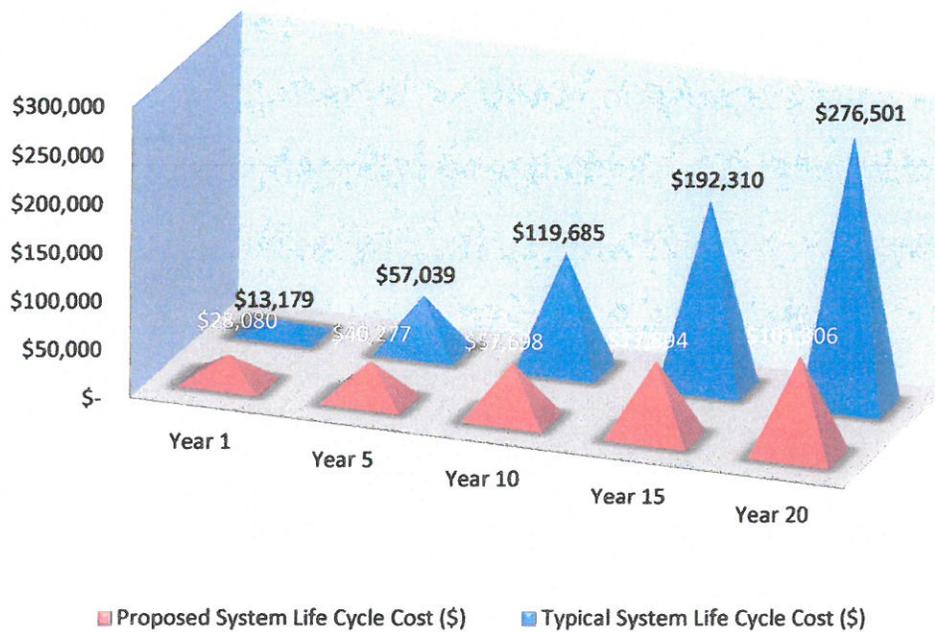
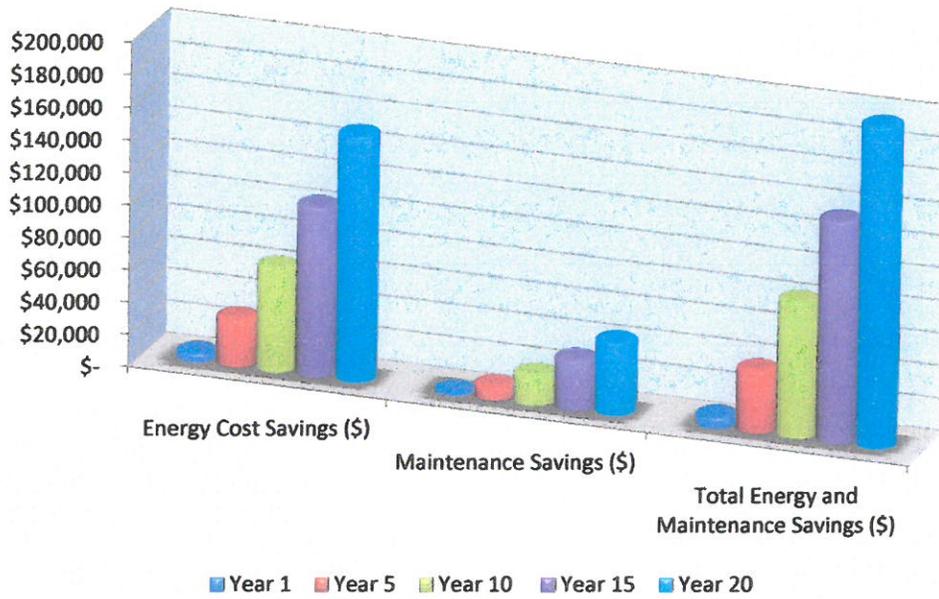
Projected savings and costs are based upon information regarding usage and fixture counts from the Customer.



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ILLUMINATING THE FUTURE TODAY

www.LEDOLAS.com

**Decorative Globes - High and Low Poles
Project Investment**

Proposed Lighting System					
	Area	Fixture Type	Quantity	Material Costs	Simple Payback (Years)
A1	Decorative Pedestrian Globes	Pedestrian Globe	30	\$10,050	4.46
	Decorative Pedestrian Globes	Pedestrian Globe	120	\$40,200	
A2					0.00
A3					0.00
A4					0.00
A5					0.00
A6					0.00
A7					0.00
A8					0.00
A9					0.00
A10					0.00
Totals			150	\$50,250	



LEDOLAS

ILLUMINATING THE FUTURE TODAY

www.LEDOLAS.com

Decorative Globes - High and Low Poles

Energy Analysis

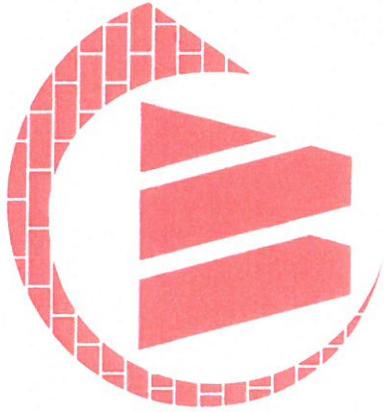
Existing Lighting System

	Area	Fixture Type	Lamp Type	Lamp Quantity	Lamp Watts	Total Watts	Annual Burn Hours	Existing kWh Used	Existing Energy Cost
A1	Decorative Pedestrian Globes	Pedestrian Globe	Metalarc	30	175	5,250	4,368	22,932	\$2,752
	Decorative Pedestrian Globes	Pedestrian Globe	Metalarc	120	70	8,400	4,368	36,691	\$4,403
									\$0
A2									\$0
									\$0
A3									\$0
									\$0
A4									\$0
									\$0
A5									\$0
									\$0
A6									\$0
									\$0
A7									\$0
									\$0
A8									\$0
									\$0
A9									\$0
									\$0
A10									\$0
									\$0
Sub-Total Existing System				150		13,650		59,623	\$7,155

*Occupancy Sensors



A Custom Lighting Solution prepared for:
Village of Westmont



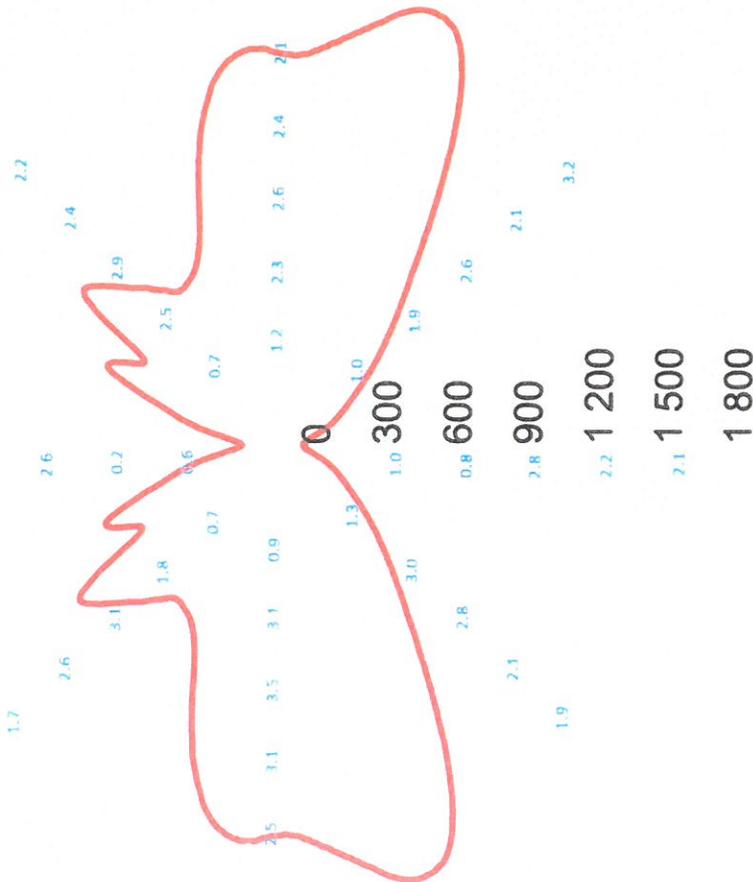
Pedestrian and Parking Lot Lighting - Acorn Globes
Village Hall Pilot



Option B – Existing Roadside Walkway (12 Foot Pole Mount)

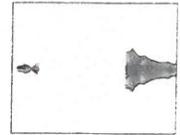
Lamp=5 600 lm
Max= 968.5 cd
Power= 70 W

Field Data= LUX (@ z=1m)
Manufacturer= IES



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420 S. Clinton Street 501
Chicago, Illinois 60607
312.491.5069
Contact: David A. Clinton, Jr., AIA, LEED A.P.
email: dac@ledolas.com



EPA 1.06 (ft.)
WEIGHT 14 LBS



5 YEAR WARRANTY



UL LISTED

MAXIMUM WATTAGE 70-175W

A840 OLD TOWN SERIES

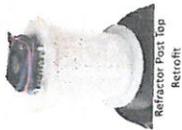
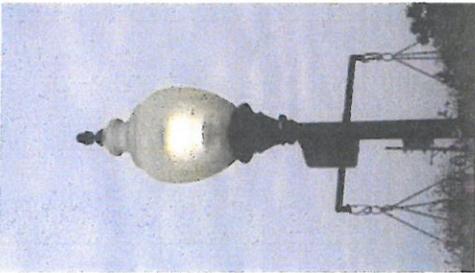
HID

JOB NAME WESTMONT PEDESTRIAN STREET LIGHTS
 FIXTURE TYPE DECORATIVE GLOBE
 MEMO 70W Lamp Used in Street Pole

IESNA LM-63-2002
 [TEST] 09381-A840
 [TEST LAB] LUMINAIRE TESTING LABORATORY, INC.
 [DATE] 11-28-2005
 [MANUFACT] A840
 [LAMP] CLEAR VFD 70 WATT E817 HPS LAMP PARTED AT 3,660 LUMENS.
 [LAMP CAT] SLYVANIA M70(A)/MED



Option B – Proposed Roadside Walkway (12 Foot Pole Mount)



Prismatic Reflector Retrofit

Specular reflector cone at bottom to disperse light 360°

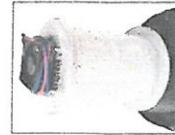


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312.491.9098

Contact: David A. Cinton, Jr., AIA, LEED A.P.
email: dac@ledolas.com



Post Top Retrofit Solutions
[30W-135W Post Top Retrofit]

50W / 100,000 HRS (L70) / 10 YEAR WARRANTY



LED

JOB NAME WESTMONT PEDESTRIAN STREET LIGHTS

FIXTURE TYPE DECORATIVE GLOBE RETROFIT

MEMO LOCATED ON QUINCY WEST OF RAMP

IESNA LM-63-2002

TEST REPORT

TEST DATE 9/20/2013

MANUFACTURER GLOBAL TECH LED - LED MODULE

MANUFACTURER GLOBAL TECH LED - LED MODULE

LED TYPE CLEAR PLASTIC INTERIOR AND CLEAR PLASTIC DIRECTIONAL LENSES

OTHER INFO LUMINAIRE OUTPUT - 4900 LMS

OTHER INFO LUMINAIRE TYPE 120VAC/50/60 HZ DRIVER OPERATING AT 120 VAC AND 57.6 WATTS

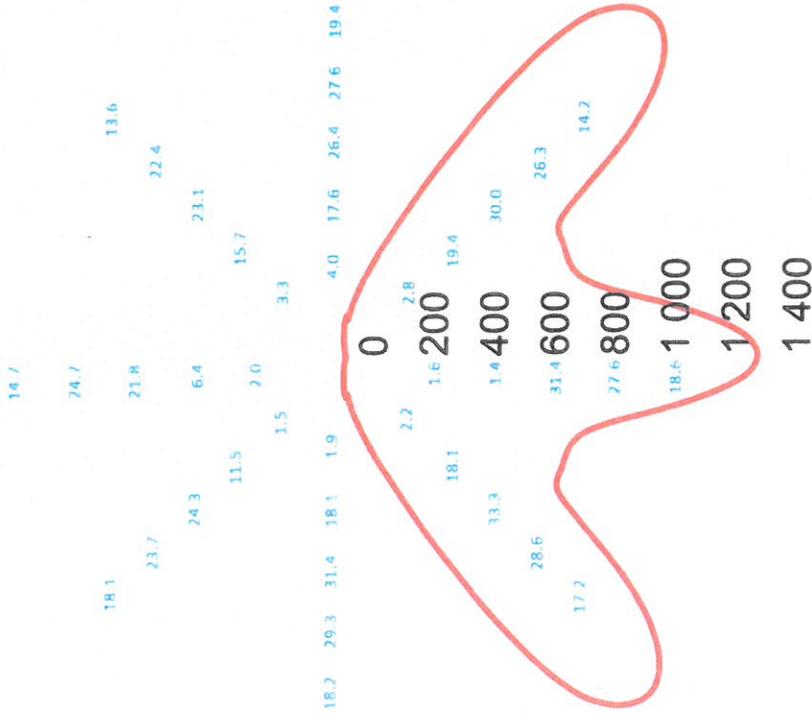




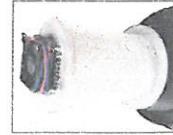
Option B – Proposed Roadside Walkway (12 Foot Pole Mount)

Lamp= 5 910 lm
Max= 1 500.9 cd
Power= 58 W

Field Data= LUX (@ z=1m)
Manufacturer= IES



LEDOLAS
420 S. Clinton Suite 501
Chicago, Illinois 60607
312.451.9069
Contact: David A. Carlson, Jr., AIA, LEED A.P.
email: dac@ledolas.com



Post Top Retrofit Solutions
[30W-135W Post Top Retrofit]

58W / 100,000 HRS (L70) / 10 YEAR WARRANTY



LED

JOB NAME WESTMONT PEDESTRIAN STREET LIGHTS
FIXTURE TYPE DECORATIVE GLOBE RETROFIT
MEMO LOCATED ON QUINCY WEST OF RAMP



IES NA 68-2002
TEST REPORT
ISSUED DATE 9/30/2013
MANUFACTURER GLOBAL TECH LED - LED MODULE
LUMINAIRE WITH WHITE INTERIOR AND CLEAR PLASTIC DIRECTIONAL LENSES
LAMP 723 LEDS, LUMINAIRE OUTPUT = 4903 LMS
OTHER NONE FULHAM T1UW024V-100LS DRIVER OPERATING AT 120 VAC AND 57.6 WATTS

County DuPage
Local Public Agency Westmont
Section Number n/a
Route Cass Avenue

1. THIS AGREEMENT, made and concluded the 3rd day of March, 2016,
Month and Year

between the Village of Westmont
acting by and through its Mayor and Board of Trustees known as the party of the first part, and
LEDolas his/their executors, administrators, successors or assigns,
known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section n/a, in Westmont, IL 60559, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
Date

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

Attest: _____ The Village of Westmont
Clerk By _____
Party of the First Part
(Seal) *(If a Corporation)*

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of _____
Party of the Second Part
(If an individual)
Party of the Second Part

Route Cass Avenue
County DuPage
Local Agency Westmont
Section n/a

We, _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

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

PRINCIPAL

(Company Name) _____
(Company Name)
By: _____
(Signature & Title) _____
(Signature & Title)
Attest: _____
(Signature & Title) _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety) _____
By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)
COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Clerk _____
(Awarding Authority)

(Chairman/Mayor/President)

**VILLAGE OF WESTMONT
STANDARD CONDITIONS**

CONTRACTOR DOCUMENTS

Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, schedule of prices, and addendum, if any, as specified herein shall form the "Contract Documents". For the purpose of this bid, the work "Village" shall refer to the Village of Westmont, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

INTERPRETATION OF CONTRACT DOCUMENTS

Each request for interpretation of the Contract Documents shall be made in writing no less than five (5) business days prior to the scheduled bid opening date via fax to 630-829-4479 or email to:

Mr. Michael Ramsey
Director of Public Works
mramsey@westmont.il.gov

Mr. Noriel Noriega, PE, CPESC
Assistant Director of Public Works-Village Engineer
nnoriega@westmont.il.gov

Mr. James Cates
Public Works Supervisor
jcates@westmont.il.gov

Bidders are urged to submit questions as soon as possible as questions received after the deadline may not be answered.

ELECTRONIC BID DOCUMENTS

Bidders that download PDF documents from the Village of Westmont's internet web (www.westmont.il.gov) page must immediately notify the Village via email to nnoriega@westmont.il.gov if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the Village and the Bidder so that any addenda or any other relevant information may be transmitted properly. The Bidder, not the Village, is responsible for obtaining any addenda to the original specifications when the Bidder chooses the option of downloading bid or proposed files. Addenda and other relevant information will be posted on the Village web page.

SUBMITTAL OF BID

Bids must be submitted to the Village Municipal Services Office at:

Village of Westmont

Municipal Services
31 W. Quincy Street
Westmont, IL 60559

Bids must be submitted no later than 10:00 AM on Thursday, February 18, 2016. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified time will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder's name, address, subject matter, and document number of bid as indicated in the specification, and designated date and time of the bid opening.

WITHDRAWAL OF BID

Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

BIDDER'S QUALIFICATIONS

No award will be made to any Bidder who cannot satisfy to the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named. The Village's decision or judgement on these matters shall be final, conclusive, and binding. The Village may make such investigations as it deems necessary. The Bidder shall furnish to the Village, under oath if so required, all information and data the Village may request for the purpose of investigation.

If requested, the interested Bidder must provide a detailed statement regarding the business and technical organization of the Bidder that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the Village that the Bidder is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Bidders and their proposed subs will be considered in making awards.

The Village may make such investigations as it deems necessary, and the Bidder shall furnish to the Village under oath, if so required, all such information and data for this purpose as the Village may request. A responsible Bidder is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
- Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgement, and skills.
- Is qualified and eligible to receive an award under all applicable laws and regulations.

If the Bidder possesses a current Illinois Department of Transportation "Certificate of Eligibility" with an amount for the work specified at least equal to the minimum amount of qualification indicated on the Legal Notice, he may choose to provide the Village a copy of the certificate in lieu

of providing the above mentioned Bidders Qualification requirements.

PREPARATION OF BID

The Bidder's submittal shall include the complete Schedule of Prices found in the Contract Documents. The Village will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

REVIEW OF PROJECT SITE & CONTRACT DOCUMENTS

By preparing a bid on this project, the Bidder acknowledges and agrees that the Contract Documents are complete and sufficient to enable the bidder to determine the cost of work and to enable him to furnish material in accordance with all applicable laws and regulations governing the work and otherwise fulfill his obligations under and as provided in the Contract. The Bidder further acknowledges that he has visited and examined the site for all conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing this bid.

No claim whatsoever will be allowed to any contract for changes, extra work, or material(s), not included in the Bidder's original bid, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site. The Bidder is responsible for making full examination of the site of the proposed work, and bid documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their bid. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

COMPLIANCE WITH LAWS

The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or performance of the contract.

ALTERNATE TO BIDS

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Village's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase ALTERNATE BID shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the Bid Sum, the Bid Deposit, if required, shall be ample or be increased to cover the alternate Bid Sum or the entire bid may be rejected.

FORM OF CONTRACT

The form of contract between the Village and the successful Bidder will be a purchase order

referencing the bid specification and the bid submitted by the successful Bidder.

TERMS OF CONTRACT

Upon award, the term of this Contract shall be in full force to the right of the Village to cancel and terminate the same at any time by giving a 30-day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The Owner and Engineer reserve the right to delete, decrease or increase certain pay items. No additional compensation will be allowed for any deletions or decreases in the contract.

BID REVIEW

The Village reserves the right to reject and or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Schedule of Prices. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

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

The bidders will include in the bid price any financing cost needed to meet the above payment schedule.

DELIVERY

Where applicable, all materials shipped to the Village must be shipped to the Village's Public Works Department. Prior arrangements must be made by the Bidder, with concurrence by the Village, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:30am and 4:00pm on Village business days.

Village of Westmont
Public Works Department
39 E. Burlington Avenue
Westmont, IL 60559

The Village shall have the right to inspect any materials, components, equipment, supplies,

services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejections at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Bidder.

GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Village before final payment on the contract is issued.

TERMINATION OF CONTRACT

The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such a manner as the Village may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless evidence is submitted to the Village that, in the sole opinion of the Village, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the Bidder.

INSURANCE

This item shall comply with the requirements of Article 107.27 of the "Standard Specifications" and the following Special Provisions.

The provider agrees to indemnify, save harmless, and defend the County of DuPage, the State of Illinois, and the Village of Westmont, its agents, servants, and employees and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except of such injury, death or damage caused directly by the willful and wanton conduct of the County of DuPage, State of Illinois, and the Village of Westmont, its agents, or employees or any other person indemnified hereunder.

CHANGE ORDERS

After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the Director of Public Works and approved by the Village Manager and/or the Village Board.

FAILURE TO EXECUTE

Failure to execute the contract shall, at the option of the Village, constitute a breach of the

agreement made by acceptance of the bid, and the Village shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Village.

PAYMENT

Payment requests shall be agreed upon between the Village and the Contractor, and an invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Director of Public Works shall constitute acceptance of the project by the Village, and written notice of such action shall be given to the successful Bidder. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required Date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the Village's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the Village, such partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Bidder by the Director of Public Works.

GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Village, shall constitute an acceptance or materials not done in accordance with the Contract Documents or relieve the successful Bidder of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of 1-year from the date of final acceptance of the work unless a longer period is specified. The Village will give notice of observed defects with reasonable promptness. The Bidder shall guarantee all materials as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties, and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

**VILLAGE OF WESTMONT
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015 (as indicated on the check sheet included herein), the latest editions of the "Manual of Test Procedures for Materials", the "Standard Specifications for Traffic Control Items", the "Manual on Uniform Traffic Control Devices", and the National Electrical Code in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the proposed improvement designated as:

**VILLAGE OF WESTMONT
2016 CBD PEDESTRIAN LED RETROFIT LIGHTING PROJECT**

In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedent and shall govern.

PROJECT TIMING

Fabrication is scheduled to begin upon the proper execution of the contract documents, which includes the submission of the insurance and bonds. The bidder shall furnish the retrofit kit and Village approved drawings or product documentation on or before April 15, 2016.

Failure to comply with the deadline shall result in the enforcement of liquidated damages in the amount of not less than \$25,000.00 (the amount of the Illinois Clean Energy Community Foundation grant). This grant is being used to help supplement the cost of this project and the April 15, 2016 deadline is required to take advantage of the grant.

PEDESTRIAN LED RETROFIT LIGHT

It is the intent of the Village of Westmont (hereafter Village) to receive bids from contractors and/or lighting manufactures that have teamed up to provide the most cost effective process to retrofit approximately 150 existing pedestrian lights within the Village's Central Business District (hereafter CBD). The bid consists of furnishing a LED retrofit unit within the existing Sternberg acorn style luminaire housing. The luminaires to be replaced are all 50w Metal Halide fixtures mounted on 10-foot pedestrian poles throughout the Village's CBD. Installation of the LED retrofit shall be performed and completed by Village staff.

The successful bidder shall furnish the LED retrofit kit along with drawings and product documentation sufficient for the Village to use for staff to perform the installation. The method of installing the LED retrofit unit to the existing luminaire shall be provided. Photometric calculations shall be provided and will be subject to review by the Village. Luminaires will be reviewed for compliance with bid documents prior to selecting low bidder. If luminaire is not in compliance, the bid shall be rejected.

Prior to ordering materials, the successful bidder shall review the lighting units with the Village or their designated representatives to confirm limits and fixtures included within this project to verify specifications and wattages.

LED Retrofits

Village staff should be able to remove the existing internal lighting components from the existing Sternberg luminaires. Removal will include the bulb, fixture, ballast, and connection hardware. The existing Sternberg housing shall remain where the LED retrofit light engine shall mechanically attach to the existing fixture.

Requirements for LED Engine

1. LED Engine must be equipped with an LED Smart Driver: LED Smart Driver provides current regulation for each individual cluster of LED's using buck mode PWM control with high side current sense. Current accuracy over the LED operating temperature range must be +/- 3%.
2. LED Engine must be programmed with Life Synch software to provide the following standard features:
 - A. Multiple temperature control values. Over temperature protection, shut down at critical temperature and resume operation temperature.
 - B. Under voltage lockout for power off or brownout.
 - C. Soft start. Power up must be soft over a 10 second period.
 - D. Wattage Switches. LED Engine shall have the capability to select 4 wattages on PCB Board with the ability to adjust in the field.
 - E. Pre-Programmed Dimming Switch. LED Retrofit shall have a software program for dimming via switch option for 5 hours at 100%, 6 hours 50%, remaining on hours 100% until reset by timers or photocells turning unit off during daylight hours for additional savings in energy.
 - F. Life Synch Software automatically adjusts current and forward voltage to LED's to guarantee the integrity of the Engine and no light degradation for 70,000Hrs
3. LED's- LED's must be Philips Lumiled "T" chips operating at 900Ma
4. Correlated Color Temperature (CCT): LED color must be 3000K (+/-300)
5. Thermal Management: LED Retrofit must have Active cooling using MagLev® Fan
6. Operating Environment: LED shall be able to operate normally in temperatures from -40°C to 85°C.
7. Operating Temperatures of LED at 25°C: Slug temperature cannot exceed 60°C. Casting temperature cannot exceed 60°C.
8. Power Requirement: Engines must deliver from 30w to 60w per Engine at a minimum of 100LPW, and have the ability to be scaled to custom retrofit design.
9. Power Supply/Driver Requirements: UL Class 2 Power Class A sound rating. Minimum efficiency of <87%.
10. Power Supply shall operate between -20°C and 50°C.
11. 24V Operation: If 480V is required, a 480V Driver must be provided with no step down transformers.
12. Constant Voltage Required
13. Minimum Light Efficacy: 100 Lm/W
14. Optics and Distribution: Type 2, 3, 4, or 5 optics must be provided to meet specific criteria.
15. ARRA-UL-DLC and Night Sky Compliant: Must be certified for all
16. Warranty: A warranty must be provided for the full replacement of the LED Engine

due to any failure for ten (10) years. The warranty shall provide for the repair or replacement of defective driver for a minimum of five (5) years from the date of purchase.

EXISTING PEDESTRIAN STERNBERG LIGHT POLES

Pedestrian poles are ten (10) foot tall "Denver Series" as manufactured by Sternberg. A copy of the approved drawing as installed in 2003 is part of the contract documents.

Existing luminaires are "A850 Old Towne Series" as manufactured by Sternberg and consists of an acorn globe, fitter, refractor, refractor holder, lamp, lamp socket, ballast, and any other hardware required.

Existing lamp sockets are mogul type and porcelain enclosed.

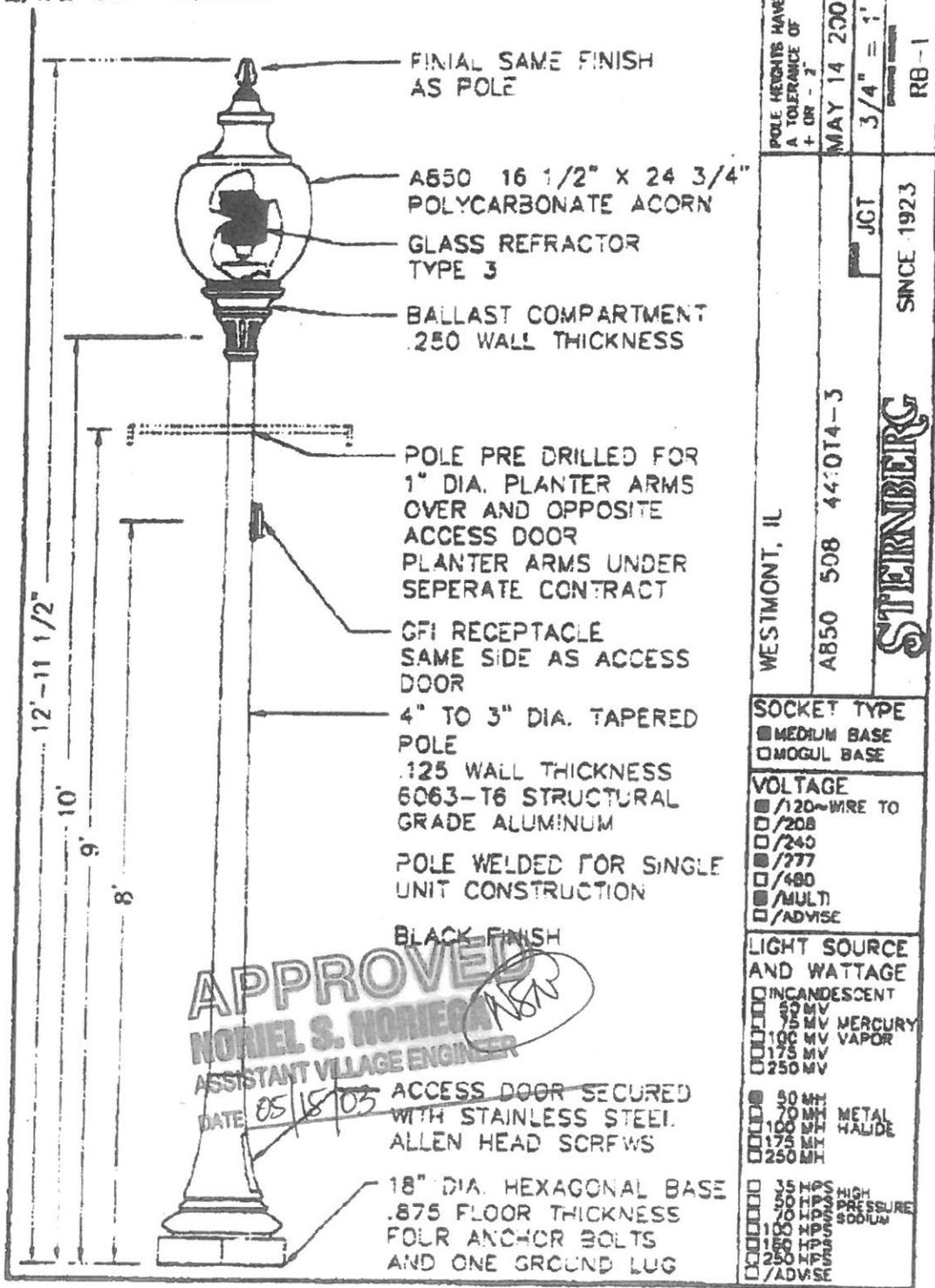
Existing acorn globes are 16" in diameter and 29-1/2" tall with an 8" diameter neck made of vandal resistant clear textured polycarbonate materials.

PAYMENT

The Village will pay for the LED Retrofit Kit in two (2) payments. The first payment will be made upon receipt of the kits (excluding 10% retainage). Pay estimates must be submitted to the Public Works Department for review a minimum of ten (10) business days prior to Village Board Meetings. The Village Board meets every two (2) weeks throughout the year. Final payment shall not be made until all installation issues have been addressed to the satisfaction of the Village.

May-14-03 03:42P Peter Duffacy
16:37 From STERNBERG LIGHTING

630 629 6037
1-984 P.02/03 F-427



VERBAL APPROVAL FROM
 BOB FLECK 05/15/03.



**Public Works Department
Engineering Division**

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6272 Fax: 630-829-4479

Bid Opening

Project Name: 2016 CBD Pedestrian LED Retrofit Lighting Project

MFT Section: N/A

Date: 02/17/2016 Time: 10:00AM

Engineer's Estimate: N/A

No.	Contractor (Name, Address, Phone)	Bid Amount	Security	Note
1)	LEDOLAS CHICAGO, IL	\$50,250.00	yes	
2)	EVERGREEN SUPPLY CO. CHICAGO, IL	\$ 78,000.00	yes	
3)	OBAMA ENERGY DOLTON, IL	\$ 67,500.00	NO	NO Bid BOND w/ PACKET
4)	TRAFFIC CONTROL CORP. WOODRIDGE, IL	\$ 58,200.00	yes	
5)				
6)				
7)				
8)				
9)				
10)				

CONTRACT FOR AMBULANCE SERVICE

This contract for ambulance service with the Village of Westmont (hereinafter referred to as the "Village") is made this ____ day of February, 2016, by and between the Village of Westmont (hereinafter referred to as the "Village"), an Illinois municipal corporation, ~~a non-profit corporation~~, and KURTZ PARAMEDIC SERVICE, INC, (hereinafter referred to as KURTZ), an Illinois corporation.

NATURE OF THE AGREEMENT- UNDERSTANDING OF THE PARTIES

The Village is the licensed vehicle service provider as described in Section 3.85 of the Emergency Medical Services (EMS) Systems Act. The Village has been designated pursuant to the 911 plans approved by the Illinois Commerce Commission as the 911 emergency medical services provider within the boundaries of the Village. The Village desires to utilize the special and unique experience, knowledge and abilities of KURTZ to provide paramedics and certified firefighters as independent contractors to staff and operate the Village's ambulances and to assist the Village in meeting its EMS and fire protection responsibilities.

KURTZ is in the business of contracting with fire protection districts and municipalities to provide licensed paramedics and firefighters as independent contractors to assist said governmental organizations in the provision of emergency medical services and fire protection.

The Village and KURTZ agree that the mutual promises contained in this agreement constitute adequate and sufficient consideration for entering into this agreement. In consideration of the mutual covenants contained herein, it is agreed as follows:

- A. TERM** The term of this agreement shall be one year, beginning at 6:00 a.m. on May 1, 2016 and terminating at 5:59 a.m. on April 30, 2018. During said term, KURTZ shall provide to the Department 24-hour advanced life support ("ALS") ambulance service as defined in section C. Kurtz shall charge the Village for these services at the rates charged in 2015-16, plus a three percent (3%) increase from May 1, 2016 through April 30, 2017, and another three percent (3%) increase from May 1, 2017 through April 30, 2018. At the discretion of the Village of Westmont, this contract may be extended for ~~four~~three (4~~3~~) annual renewals for an amount not to exceed 42% of the previous annual contract cost. Sixty (60) days prior to each renewal, KURTZ will provide a detailed budget outlining all expenses. If the actual cost of the contract is less than a 42% increase, only that amount will be assessed. If the amount exceeds 42%, no further sum shall be required.
- B. STANDARD OF PERFORMANCE KURTZ** acknowledges that this is an agreement for personnel services. KURTZ acknowledges that its standard of performance under this agreement is performance to the satisfaction of the Village, and that KURTZ shall be considered in breach of this agreement at any time the Village is not satisfied with their performance. This agreement may, at the option of the Village, be terminated by the Village upon 60 days written notice to KURTZ if the Village is not satisfied with KURTZ's performance.

C. ALS AMBULANCE SERVICE DEFINED:

1. **Coverage** KURTZ shall assign twelve (12) of its employees for work at the Village who meet the qualifications set forth in Section D below, (hereinafter referred to as "Paramedic/FF-II"). Coverage is required 24 hours per day, each day of the year. Four (4) Paramedic/FF-II's shall be on duty at all times service is to be provided under this Contract. Paramedic/FF-II will be required to work 24-hour shift duty. No personnel shall be permitted to work for KURTZ in excess of forty-eight (48) continuous hours in this position. The shift shall begin at 6:00 a.m. Any deviation from this schedule must be approved by the Westmont Fire Chief/or EMS Director.
2. **Vacancy** In the event of the absence of any employee of KURTZ from his or her assigned shift, KURTZ shall provide a suitably qualified replacement to fulfill the assigned duties of the regularly scheduled employee. KURTZ employees assigned to Westmont Fire Department shall be on permanent assignment and shall not be assigned to any other customer of KURTZ, except that temporary replacements may be used that are assigned to another KURTZ contract. The period during which replacement personnel for unplanned vacancies are assigned to the Village shall not exceed five (5) days per calendar year. For the purpose of this paragraph, "unplanned vacancy shall be defined as any absence other than illness, medical disability or vacation.

D. QUALIFICIATIONS OF PERSONNEL

1. **Licensure Requirements** To be assured that all KURTZ employees meet the qualification necessary to assist the Village in meeting its responsibilities for fire protection and emergency medical, services, ~~the Village requires~~ KURTZ ~~to shall~~ only assign employees to the Village who meet the ~~Village's~~ quality/performance requirements of this agreement. Each one of the KURTZ employees assigned to work at the Village shall, at the time the employee is assigned to work at the Village, be licensed by the State of Illinois as a paramedic; shall be certified as an OSFM Firefighter II ("FF-II") Hazardous Materials Awareness, and shall be approved to work within the Good Samaritan Emergency Medical Services System. Each Paramedic/FF-II shall continue to meet all Paramedic/FF-II education requirements required by all applicable regulatory agencies and the Good Samaritan EMS System. All required continuing education shall be performed during either on-duty hours or, if during off-duty hours, non-duty hours and at the expense of KURTZ. Evidence of the

maintenance and completion of all required continuing education, license and certification requirements shall be provided upon request by the Fire Chief or EMS Director. Further, all KURTZ employees assigned or permitted to work at the Village must meet all education and training requirement of the State Fire Marshal Personnel Standards of Education.

2. **Training** For quality control purposes, All Paramedic/FF-II's must attend training sessions held by the Village's Fire Department during the hours that they are on duty and must meet all additional training, certification and fitness standards established by the Village.
3. **Minimal Criteria** KURTZ shall not assign Paramedic/FF-II's to work at the Village who do not meet the following criteria:
 - a. At least one Paramedic/FF-II assigned to each shift shall have at least one-year field experience as a paramedic, unless approved by the Westmont Fire Chief or EMS Director.
 - b. Have been subjected to a criminal background check, the results of which will be provided to the Village upon request.
 - c. All Paramedic/FF-II's shall minimally possess a valid Class "B" Driver's License as issued by the Illinois Secretary of State when assigned by KURTZ to the Village, and shall maintain such license in good standing during their assignment with the Village.

E. SELECTION OF PARAMEDIC/FF-II

1. **Resumes; Physicals** To assist the Village in maintaining quality control, KURTZ shall provide the Village with resumes for each Paramedic/FF-II who is being considered for assignment to Westmont, at least one week in advance of the interview described in the next paragraph. So that the Village is certain that KURTZ employees can effectively assist the Village and perform their duties, KURTZ shall, at its sole expense, require all prospective Paramedic/FF-II's to take a pre-employment physical, so long as such requirement is not contrary to federal, state or local laws, which shall include a drug test. KURTZ shall verify in writing, to the Village that each such Paramedic/FF-II has the physical condition and agility required to perform the duties of a Paramedic/FF-II. Employee may also be required to successfully complete the physical agility requirements of the Westmont Fire Department.
2. **Department Interview** For quality control purposes, each of KURTZ employees to be assigned to the Village as a Paramedic/FF-II will be interviewed by a representative of the Village prior to his/her assignment. The

Village shall advise KURTZ of those Paramedic/FF-II's who meet the Village's quality/performance requirements for full-time assignment to the Village.

3. **Termination Notice to Village** If the employment of any assigned Paramedic/FF-II is terminated from KURTZ, immediate notice thereof shall be provided to the Fire Chief or EMS Director.
4. **Reassignment by Village** The Village shall have the right to direct KURTZ to no longer assign any given Paramedic/FF-II to the Village, when the Village feels such action is in its best interest, and KURTZ shall replace such Paramedic/FF-II as soon as is practicable with another fully qualified employee and shall provide a permanent replacement within 30 days. All temporary and permanent replacement Paramedic/FF-II's shall be selected in accordance with the foregoing provisions of this agreement. Both parties agree to only undertake reassignments that are consistent with their goals and commitments as equal opportunity employers. The Village shall have no authority to terminate KURTZ employees' employment with KURTZ, nor to discipline KURTZ employees. All termination and discipline of KURTZ employees is KURTZ responsibility.

F. RESPONSIBILITIES AND DUTIES OF PARAMEDIC/FF-II

1. **Compliance** KURTZ employees assigned to the Village shall comply with all applicable rules, procedures, regulations and ordinances of all units of government and governmental agencies, including those of the Village and the rules and regulations of the applicable emergency medical systems/Fire Fighting Procedures under which the Village has been designated or elects to operate. Notwithstanding the foregoing, KURTZ employees are not employees of the Village and therefore need not comply with the Village's Personnel Policy, but instead must comply with the applicable personnel policy of Kurtz. Kurtz certifies that its personnel policy is similar in material respects to the Village's Personnel Policy.
2. **Response** Assigned Paramedic/FF-II's shall respond to all requests for emergency medical services/fire emergency responses as directed by the Village in accordance with the Village's standard operating guidelines. The Paramedic/FF-II's shall also provide assistance under any mutual aid agreement, which the Village has with neighboring jurisdictions.
3. **Additional Duties** In addition to regular duty assignments, KURTZ shall require its assigned Paramedic/FF-II's to:

- a. **Reports** Complete all reports and documentation required by the Village, Good Samaritan Hospital, or any other hospital utilized by the Village and any other governmental unit. All medical reports and medical records completed by KURTZ employees shall reveal no medical information about the responses to calls within the Village or any call taken by a Village ambulance or release any medical records without the express consent and direction of the Village. All requests for medical records or information about any patient shall be directed to the Village's EMS Director.
- b. **Education** Assist the Village's EMS Director in the continuing education of the Village's EMS personnel.
- c. **Classes** Attend instructional classes in cardiopulmonary resuscitation and EMS education. In addition, all Paramedic/FF-II's shall provide Cardiopulmonary Resuscitation and First Aid classes for the residents, employees and members of the Village.
- d. **Screening** All Paramedic/FF-II's must provide blood pressure screening for the residents, employees and members of the Village.
- e. **Chores** Maintain the living quarters and those areas of the administrative portion of the fire station to which they have access, as well as the apparatus storage area. KURTZ personnel shall be required to perform daily checks of all equipment to ensure proper working order. Personnel are also responsible to maintain their station uniforms and bunker gear in accordance with department guidelines and regulations.
- f. **Recertification** KURTZ is responsible to assure that each of its employees is eligible for recertification under the guidelines established by the EMS System Mobile Intensive Care Guidelines as prescribed by the Westmont Fire Department and the Illinois Department of Public Health.
- g. **Training** Personnel shall participate in all training provided with the Village while on duty.
- h. **Orders** KURTZ Paramedic/FF-II's shall follow orders of the Fire Chief of the Westmont Fire Department or his designee to fulfill assignments on the fire ground.

- i. **Absence** Each KURTZ Paramedic/FF-II shall not make themselves absent from Duty until properly relieved by another certified Paramedic/FF-II meeting all the requirements of this Contract.

G. LIAISON PARAMEDIC COORDINATOR

1. KURTZ shall designate one of the Paramedic/FF-II's assigned to the Department to function as the Liaison Contract Coordinator. A secondary liaison may also be named. The Contract Coordinator will be responsible for the coordination of all KURTZ activities and will function as a liaison between KURTZ and the Village. The duties of Contract Coordinator shall include, but not be limited to:
 - a. Assisting the Department's Emergency Medical Service (EMS) Director and/or the Fire Chief in the operation of the EMS Program.
 - b. Meeting regularly with the EMS Director and the Fire Chief to develop and maintain continuity of the EMS Program.

H. FACILITIES AND UNIFORMS

1. **Facilities** The Department shall provide equipped kitchen facilities for use by KURTZ on-duty employees assigned to the Department's Fire Stations.
2. **Uniforms** Kurtz shall provide two (2) sets of uniforms and one (1) set of turnout gear for each Paramedic/FF-II assigned to the Village. No reference to the name of the Contractor shall appear on any clothing provided. It is the responsibility of KURTZ to maintain the Paramedic/FF-II uniforms in a neat and clean condition.

I. PERSONNEL AS EMPLOYEES OF KURTZ It is understood that the relationship between the Village and KURTZ and KURTZ's employees is that of independent contractor. All Paramedic/FF-II's employed by KURTZ and assigned to the Village shall be employees of KURTZ only and not the Village. KURTZ shall be responsible for payment of all wages, FICA withholding, income tax withholding, unemployment insurance, worker's compensation insurance, comprehensive general liability coverage, malpractice insurance coverage, **benefits (if any)** and all other requirements of local, state or federal law for all personnel provided by KURTZ pursuant to the terms of this Contract. All control exercised by the Village over the activities of KURTZ employees is exercised solely to assure the orderly and safe operation of the Village's fire service and emergency medical services.

J. COMPENSATION In consideration of the services provided pursuant to the terms of this Contract, KURTZ shall receive the **annual sums set forth in Section A of this agreement.**

~~paid in equal monthly payments of eight hundred forty nine thousand seven hundred ninety seven dollars (\$849,797.00) to be paid in equal monthly payments of seventy thousand eight hundred sixteen dollars and 41 cents. (\$70,816.41).~~

The amount due to KURTZ shall be paid monthly within 10 days after the end of each billing period. Billing periods shall be from the 15th day of one month through the 14th day of the following month.

K. EXTENSION This Agreement may be extended upon the approval of the Village as stated in ~~paragraph, Section A of this agreement. TERM.~~

L. INSURANCE

1. **Medical Insurance** KURTZ shall be responsible for purchasing Health, dental and vision insurance with premium cost shall be paid as 80% by KURTZ and 20% by the employee for the PPO plan. 100% coverage for HMO product. Any personnel currently assigned to Village pursuant to the Village and who are employed by KURTZ, shall have health insurance benefits starting at the inception of this contract with no lapse in coverage. Kurtz may adjust these benefits and the costs thereof at its sole discretion.
2. **Other Insurance** KURTZ shall be responsible for purchasing at its sole expense, all of the following required insurance.
 - a. **Worker's Compensation Insurance** KURTZ shall purchase, and upon request shall provide evidence that it has secured, worker's compensation insurance for its employees in amounts required by Illinois law. KURTZ hereby waives any right or claim it, or its insurer, may have pursuant to 820 ILCS305/1 (a) (4) to recover from the Village any worker's compensation claims or payments, attorney's fees, expenses etc., on account of any injury or worker's compensation claim made by any person providing services under this agreement, and the Village agrees that this paragraph constitutes a waiver as contemplated by said statute.
 - b. **Professional Liability Insurance** KURTZ shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees comprehensive professional liability insurance with a minimum combined single limit of \$1,000,000 (one million) dollars, and additional excess or "umbrella" coverage of at least \$9,000,000 (nine million) dollars.
 - c. **Comprehensive General Liability Insurance** KURTZ shall purchase, and upon request shall produce evidence that it has secured, comprehensive general liability insurance affording the following coverage; manufacturer's and contractor's insurance, including

contractual liability and errors and omissions insurance which shall include employment related practices; products and complete operations insurance: bodily injury, property damage and personal injury insurance, with a minimum of \$1,000,000 (one million) dollars combined single limit of liability for all underlying coverage, with an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$9,000,000 (nine million) dollars. KURTZ may purchase a single excess policy for both CGL and professional liability coverage.

- d. **Non-Owned, Owned and Hired Automobile Insurance** KURTZ shall purchase, and shall provide evidence that it has secured, non-owned, owned and hired automobile insurance or equivalent insurance that provides liability coverage for KURTZ employees while driving the Village's vehicles, as well as, KURTZ's owned or hired vehicles with combined single limits of at least \$1,000,000 (one million) dollars, with "umbrella" or excess insurance of at least \$5,000,000 (five million) dollars. The Village shall purchase Physical Damage and/or Collision coverage for physical damage to vehicles and equipment owned by the Village, and said coverage shall be primary.

- e. **Limits not to be Shared** The coverage limits described in this paragraph shall, at all times, be fully available for the protection of the Village, and shall not be available for the protection of any other customer of KURTZ.

- f. **KURTZ's Insurance Primary** In the event any claim or suit is brought against the Village related to the performance of KURTZ's duties under this agreement or the actions of KURTZ employees, KURTZ's insurance will be primary and will defend and indemnify the Village from the claim, notwithstanding the availability of any insurance that the Village or Department may have for the claim. Any insurance or self-insurance maintained by the Village or Department shall be in excess of the KURTZ's insurance and shall not contribute with it.

- g. **DistrietVillage as Additional Insured** KURTZ shall cause the Village, the Westmont Fire Department, and their officers, agents and employees as additional insured on all insurance policies. All policies shall contain a provision requiring 60 days advance notice to the Village and Department in the event of cancellation. Before KURTZ commences service hereunder, a copy of KURTZ's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Village and Department on a bi-annual basis.

- h. **Coverage Not to be Changed by Sale of Contractor** In the event that a controlling interest of the KURTZ business is sold or transferred, the insurance coverage described in this agreement shall not in any way be materially changed.
- i. **Self-insurance as Material Change** For the purpose of this paragraph, it will be considered a material change and breach of this agreement for the insurance coverage described in this agreement to be provided pursuant to any plan of self-insurance, unless the Village, at its sole discretion determines otherwise.
- j. **Notice of Change in Coverage or Cancellation** KURTZ shall notify the Village within 48 hours of being notified via certified mail of any change in coverage limits or status of its insurance policies.
- k. **Verification of Coverage** KURTZ shall furnish the Village with the certificates of insurance naming the Village, its officials, employees and members as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village before any work commences. The Village request full-certified copies of the insurance policies.

M. Notice Any notices shall be sent by KURTZ to the Village at: 6015 South Cass Avenue, Westrnot, Illinois 60559 and by the Village to KURTZ PARAMEDIC SERVICE, INC. to P.O. Box 129, New Lenox, Illinois 60451.

N. Indemnity Hold Harmless Provision To the fullest extent permitted by law, KURTZ hereby agrees to defend indemnify and hold harmless the Village, its officials, agents, employees and members (the "Village") against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments; cost and expenses, which may in anyway accrue against the Village, its agents, officials, employees and members, arising in whole or in part in consequence of the ~~performance of this workacts or omissions byof~~ KURTZ, its employees, or subcontractors, in the performance of work under this agreement, or which may in anyway result therefrom, including employment claims by KURTZ employees against the Village in any manner related to this agreement, such as those related to compensation, benefits, leaves of absence (including but not limited to FMLA claims), hours of work, or other terms and conditions of employment, but excepting any claims of discrimination against the Village. This indemnification shall not include indemnification ~~forexcept that (a) arising from the Village's negligence; (b) arising from.~~ Village actions or omissions that are intentional or willful and wanton conduct, ~~or (c) arising from the Village's exercise of its rights and duties under this Contract.~~ KURTZ shall, at its own

expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees and members, in any such action, KURTZ shall, at its own expense, satisfy and discharge the same. This indemnity shall not apply to physical damage to vehicles and equipment owned by the Village, which losses shall be covered by Physical Damage or Collision insurance purchased and maintained by the Village.

KURTZ expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by KURTZ shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees and members as herein provided. This indemnification requirement shall survive the termination of this agreement for any acts or omissions of KURTZ or its employees or claims of KURTZ employees which arise during the term of this agreement.

O. Non-Assignability This is a contract for personal services, and by its nature cannot be assigned without the written permission of the Village. KURTZ may not assign this contract or subcontract all or any part hereof without prior written consent of the Village. For purposes of this paragraph, a sale or transfer of a controlling interest in the KURTZ business during the term of this agreement will be considered an assignment. In the event such a sale or transfer takes place, KURTZ shall notify the Village within 24 hours of said sale or transfer, and the Village, at its option, may continue this agreement in force terminate the agreement upon 10 (ten) days written notice, negotiate with KURTZ to change whatever terms of the agreement the Village feels are in its best interest to change, or agree to an assignment of the agreement.

P. Statutory Compliance In addition to complying with the statutes and regulations specifically referenced in this contract, KURTZ is responsible for determining the applicability of and complying with any other laws, regulations, ordinances, etc. which govern the KURTZ performance.

Q. State of Illinois Discrimination Laws (775 ILCS 5/1-1010 et.seq.)

In carrying out the performance required under this bid specification, and any contract subsequently awarded pursuant to the Contract, KURTZ shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulation promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment, KURTZ's failure to comply with all applicable provisions of the Illinois Human Rights Act, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that KURTZ is ineligible for future contracts or subcontracts with the Village or any of its political subdivisions or municipal corporations, and this bid specification may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

R. Drug Free Workplace Act (30 ILCS 580/1, et.seq)

KURTZ must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to them. False certification or violation of the requirements of the Drug-free Workplace Act may result in sanctions including, but not limited to, termination of this bid specification and debarment of contracting or bid opportunities with the Village for at least one (1) year but not more than five (5) years.

S. Freedom of Information Act (5 ILCS 140/1 et.seq.)

Applications, program reports and other information obtained by the Village under this Contract shall be administered pursuant to the Freedom of Information Act.

T. Americans with Disabilities Act As a condition of receiving this Contract, KURTZ certifies that services and activities provided under this bid specification comply and will continue to comply with The Americans with Disabilities Act (hereafter "ADA") (42 U. S.C. 12101 et.seq.) and the regulations thereunder (28 CFR 35.130).

U. Health Insurance Portability and Accountability Act of 1996 (HIPPA)

As a condition of receiving this Contract, KURTZ agrees that it and its employees currently comply with and will continue to comply with HIPPA.

V. Termination in the Event of Default KURTZ agrees to perform in accordance with the specifications and terms of this contract. Failure of KURTZ to perform any of the provisions, terms, or conditions of this contract, or to maintain the standards herein contained, will be deemed a breach of this contract and the Village, at its sole option, may terminate this contract upon giving KURTZ sixty (60) days written notice of the effective date of termination. It shall be considered default of this agreement and grounds for termination if KURTZ, is declared bankrupt, insolvent or participates in an assignment of any of its assets for the benefit of creditors.

It shall be considered default under this agreement and grounds for termination of this agreement if any Federal or State tax lien is filed against KURTZ.

W. Operation of Equipment Owned by Village In the event that a KURTZ employee is called upon to operate equipment or apparatus owned by the Village, he/she shall operate it in a safe, competent and careful manner and in accordance with the Standard Operating Guideline (SOG) related to Apparatus Safety. Contractor shall provide evidence of appropriate licensure for each of its employees assigned to the Village to operate all such equipment or apparatus prior to employees being permitted to operate such equipment or apparatus.

~~Sponsorship—KURTZ will provide sponsorship for all Village personnel desiring to attend paramedic schooling.~~

X. Miscellaneous

1. **Tobacco Use** KURTZ agrees to enforce a policy prohibiting smoking or use of tobacco by KURTZ personnel while operating all vehicles provided by KURTZ, Village or Village pursuant to this Contract and shall require its employees to abide by Westmont Fire Department's no smoking policy.
2. **Severability** If any section, paragraph or provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.
3. **Illinois Law to Govern** Any dispute arising out of or over this Contract shall be governed by Illinois Law.
4. **Venue for Disputes** The parties hereto agree that for the purposes of any lawsuit between them concerning this agreement, its enforcement or its subject matter, sole and exclusive venue shall be in the Circuit Court of DuPage, IL.
5. **Effect of Termination** Any and all promises in this agreement regarding indemnification, insurance, waivers and the like shall continue in full force and effect notwithstanding the termination of this agreement. It is understood by the parties that termination deals strictly with the provision of professional services and the compensation for those services and not with the extinguishing of the obligations of either party to provide any indemnification and insurance required under this agreement.
6. **Waiver of Breach Not Continuing Waiver** The failure of the Village to exercise any of its legal remedies shall not be considered a waiver of any breach of this agreement
7. **Entire Agreement** This agreement supersedes and negates all other agreements between the parties concerning the same subject matter. Any other representation or warranty made by the parties not appearing in this agreement is not enforceable. Amendments to this agreement can be made in writing only, signed by KURTZ and the Village.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the date first written above.

VILLAGE OF WESTMONT

By: _____
Ronald J. Gunter, Mayor

ATTEST:

By: _____
Virginia Szynski, Village Clerk

KURTZ PARAMEDIC SERVICE, INC.

By: _____
Its President

RESOLUTION NO.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF CLARENDON HILLS AND THE VILLAGE OF
WESTMONT IN REGARD TO THE REHABILITATION OF RICHMOND AVENUE**

BE IT RESOLVED by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, that the President and Board of Trustees hereby approve the attached hereto as EXHIBIT 1 and made part hereof.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized and directed to execute EXHIBIT 1, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said EXHIBIT 1.

PASSED and APPROVED this _____ day of _____ 2016.

AYES:

NAYS:

ABSENT:

Len Austin, Village President

ATTEST:

Dawn M. Tandle, Village Clerk

EXHIBIT 1

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CLARENDON HILLS AND
THE VILLAGE OF WESTMONT IN REGARD TO THE REHABILITATION
OF RICHMOND AVENUE**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this date _____ between the VILLAGE OF CLARENDON HILLS and the VILLAGE OF WESTMONT. The VILLAGE OF CLARENDON HILLS and the VILLAGE OF WESTMONT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Parties have traditionally enjoyed a collaborative relationship whenever it has been possible and in the best interests of both Parties; and

WHEREAS, the VILLAGE OF CLARENDON HILLS is currently engaged in an ongoing road reconstruction program which includes the construction of concrete ribbons along residential streets; and

WHEREAS, Richmond Avenue is in need of rehabilitation, currently does not have concrete shoulders, and has sidewalk which is in need of replacement; and

WHEREAS, Richmond Avenue is the joint responsibility of these two Villages at a 50-50 share; and

WHEREAS, the VILLAGE OF CLARENDON HILLS and the VILLAGE OF WESTMONT have agreed that it would be mutually advantageous to both Parties to repave the Richmond Avenue, add concrete shoulders and replace sidewalk (hereinafter referred to as, the Road Improvements"); and

WHEREAS, the VILLAGE OF CLARENDON HILLS has agreed to construct the Road Improvements as part of its project; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the VILLAGE OF WESTMONT and the VILLAGE OF CLARENDON HILLS to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual

covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **THE ROAD IMPROVEMENTS WORK.** The VILLAGE OF WESTMONT and the VILLAGE OF CLARENDON HILLS agree that the Road Improvements shall be as depicted on Exhibit "A" attached hereto and made part hereof, and as described on Exhibit "B" attached hereto and made part hereof.
3. **SURVEY, ENGINEERING, DESIGN AND CONSTRUCTION OF SIDEWALK IMPROVEMENTS.** The VILLAGE OF CLARENDON HILLS shall proceed with the surveying work, engineering, design and construction of the Road improvements as part of the VILLAGE OF CLARENDON HILLS Road Project, which shall be competitively bid in accordance with applicable law.
4. **VILLAGE OF WESTMONT OBLIGATIONS IN REGARD TO THE ROAD IMPROVEMENTS.**

In regards to the Road Improvements, the VILLAGE OF WESTMONT shall:

- A. Reimburse the VILLAGE OF CLARENDON HILLS for one-half (1/2) of the net construction costs of the VILLAGE OF CLARENDON HILLS, upon completion of the Road Improvements and acceptance thereof by the VILLAGE OF WESTMONT in an amount not to exceed One Hundred Fifty-Eight Thousand Seven Hundred and Twenty Dollars and Seventy- Four Cents (\$158,720.74), and upon receipt of a summary of the costs of the VILLAGE OF WESTMONT Project from the VILLAGE OF CLARENDON HILLS. Payment hereunder shall be made in accordance with the Local Government Prompt Payment Act.
 - B. Waive all inspection and permit fees for the Sidewalk Improvements portion of the VILLAGE OF CLARENDON HILLS Project.
5. **CONVEYANCE OF ROAD IMPROVEMENTS BY BILL OF SALE AND MAINTENANCE THEREAFTER.** Upon completion of the Road Improvements and confirmation by the VILLAGE OF CLARENDON HILLS that said Road Improvements have been constructed in substantial compliance with the plans and specifications therefore, and in compliance with the Clarendon Hills

Village Code, pursuant to a review by the VILLAGE OF WESTMONT of a set of "as-built" documents for said Road Improvements to be provided by the VILLAGE OF CLARENDON HILLS to the VILLAGE OF WESTMONT , the VILLAGE OF CLARENDON HILLS shall convey said Road Improvements to the VILLAGE OF WESTMONT , pursuant to a Bill of Sale, with the VILLAGE OF WESTMONT thereafter having the sole ownership of and maintenance obligation relative to said Road Improvements.

- 6. RIGHT-OF-ENTRY FOR SURVEYING, ENGINEERING, DESIGN AND CONSTRUCTION.** The VILLAGE OF WESTMONT hereby grants to the VILLAGE OF CLARENDON HILLS, and the VILLAGE OF CLARENDON HILLS's officers, agents, employees, consultants and contractors, the right to enter upon the Richmond Ave right-of-way for the purpose of surveying, engineering, designing and constructing the sidewalk improvements contemplated by this Agreement. This Agreement shall be in lieu of any approvals, permits or licenses otherwise required by the Village Code for entry upon the right-of-way.

7. VILLAGE OF CLARENDON HILLS INDEMNIFICATION OF THE VILLAGE OF WESTMONT.

The VILLAGE OF CLARENDON HILLS shall indemnify and hold harmless the VILLAGE OF WESTMONT, and its officers, agents and employees, with respect to any claim or loss, including, not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which arise out of the construction of the Road Improvements, acts or omissions of the VILLAGE OF WESTMONT, or its officers, agents employees, consultants or contractors in the performance of, or under this Agreement. The VILLAGE OF CLARENDON HILLS further agrees to require any contractor to include the VILLAGE OF WESTMONT, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Sidewalk Improvements, which insurance policies shall be in the following amounts:

Commercial General Liability \$2,000,000 per occurrence, \$4,000,000 aggregate
Automobile Liability \$2,000,000 per occurrence

- 8. VILLAGE OF WESTMONT INDEMNIFICATION OF THE VILLAGE OF CLARENDON HILLS.** The VILLAGE OF WESTMONT shall indemnify and

hold harmless the VILLAGE OF CLARENDON HILLS, and its officers, agents and employees, with respect to any claim or loss, including, not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which arise out of the acts or omissions of VILLAGE OF CLARENDON HILLS, or its officers, agents or employees, in the performance of or under this Agreement.

9. THIRD PARTIES AND DEFENSES. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.

Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

10. NOTICES. Notices or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the Village of Clarendon Hills	B. If to the Village of Westmont
Village Manager	Village Manager
Village of Clarendon Hills	Village of Westmont1 North
Prospect Avenue	31 West Quincy Street
Clarendon Hills, Illinois 60514	Westmont, IL 60559

or to such other address, or additional individuals/entities, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

11. COUNTERPARTS. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties. There are no representations, agreements, arrangement or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

13. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE OF CLARENDON HILLS, pursuant to authority granted by the adoption of a Motion or Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the VILLAGE OF WESTMONT, pursuant to authority granted by the adoption of a Motion or Resolution by its Board of Trustees, has caused this Agreement to be signed by its Mayor and attested by its Clerk.

VILLAGE OF CLARENDON HILLS

VILLAGE OF WESTMONT

Len Austin, Village President

Ron Gunter, Village Mayor

ATTEST:

ATTEST:

Dawn M. Tandle, Village Clerk

Virginia Szymski, Village Clerk



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION**

MEETING DATE: February 10, 2016

AGENDA ITEM: P/Z 16-003

TITLE: Village of Westmont for the following:

(A) Amend Appendix A, Section 6.04 of the Westmont Zoning Code regarding permitted front yard setback encroachments in the R-3 Single Family Detached Residence District.

BACKGROUND OF ITEM

This text amendment was prompted by staff discussions regarding requiring a minimum 35' front yard setback in an established neighborhood with a precedent and context of reduced setbacks.

In 1998, Village Board amended the front yard setback in the R-1, R-2, R-3 and R-4 residentially zoned districts from 25' to 35', with the intent of promoting larger front yards. An exception was allowed for smaller corner lots to retain the 25' setback on the side yard that abutted a street, as code typically considers a corner yard to have two fronts. This exception prevented the text amendment from creating unbuildable corner lots.



Typical streetscape with established homes

Over time, and with the recent increase in homebuilding in the established older neighborhoods, staff has noted that the 35' setback does not take the context of the neighborhood or adjacent houses into consideration. Many homes in the older neighborhoods were built with the previous standard of 25', and historically less than 25' setbacks are also found. This construction primarily exists in the established R-3 districts between 55th Street to the south and Naperville Road to the north, although there are similar examples elsewhere in the Village.

With new home construction, the increased setback in front yards has begun to change the nature and character of the established subdivisions. New homes are constructed significantly further back from the street in comparison to the surrounding houses.



Established home next to newer construction

Other communities have addressed these contextual conditions through reduced overall setbacks, separate zoning classifications for historic neighborhoods, and consideration of adjacent home setbacks to determine an average. Additionally, many communities allow covered porches to encroach into setbacks to preserve what is considered a traditional neighborhood feeling.

Following a positive discussion at the Community Development Committee on January 21, 2016, staff recommends code revisions to provide builders and homeowners options when working in such neighborhoods. Proposed as a permitted encroachment and not an encompassing setback reduction, the existing context should be considered, permitting controlled setback encroachments without necessary variances.

When constructing or renovating a home in the R-3 zone, the lot on either side will be considered. If one of those adjacent lots is closer than the 35' required setback, then the new construction will be permitted to encroach up to 10' into the front yard setback. It would be limited to 10' or to match the adjacent houses, whichever is less.

As not all construction warrants to be closer to the streetscape, conditions will be placed on the construction. To maintain the traditional neighborhood feel, only living space and covered porches will be allowed to encroach the full 10'. Attached garages will be maintained at the 35' setback, or a minimum of 5' behind the facade of the house or porch.

As many homes are constructed being "garage forward", staff believes that having the garage stepped back will encourage the architectural detail of the home closer to the street.

Advantages to this approach include:

- Occupiable porches promote and encourage neighborhood relationships
- Bringing the house closer to the street creates a bigger back yard
- Lot coverage can be improved on lots that are typically built to the maximum
- Neighborhood character can be encouraged and maintained
- Current building standards are unchanged
- Encroachment is considered to be an incentive for more thoughtful design



Typical permitted encroachment design

Included attachments show typical examples of the 35' setback and new construction in the established neighborhoods, neighboring community data, setback illustrations and draft text amendment language.

Comprehensive Plan

The Comprehensive plan has specific language to address residential neighborhoods and references land use policies that will assist in decision-making including:

“Preserve the character of the single-family residential neighborhoods of the Village by encouraging the maintenance and proper upkeep of existing structures while accommodating appropriately designed and scaled new construction. “

Single-family detached residential areas have additional objectives which prefer:

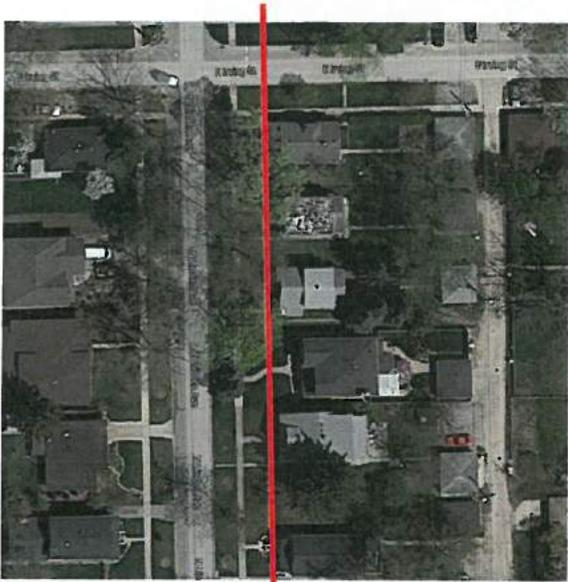
“The design and construction of new homes should take into consideration the established character of surrounding single-family areas. “

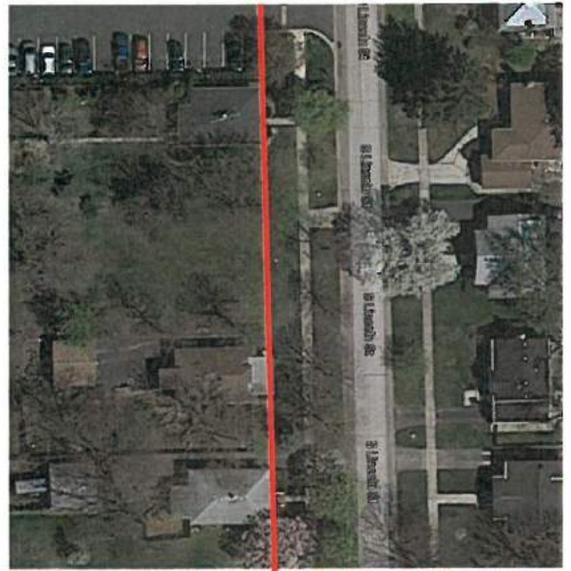
SUMMARY

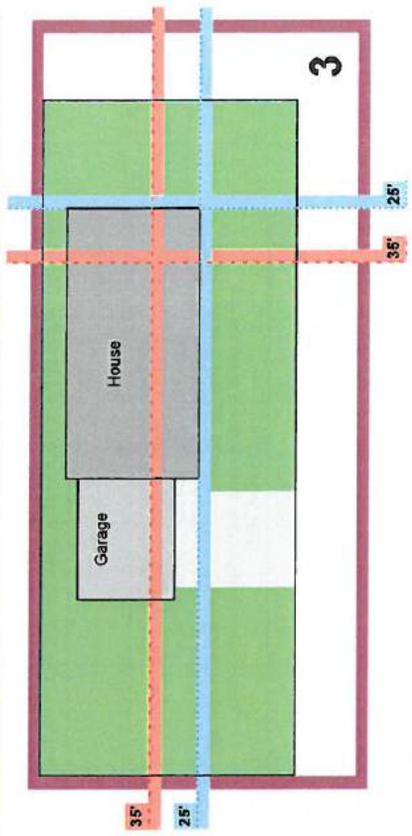
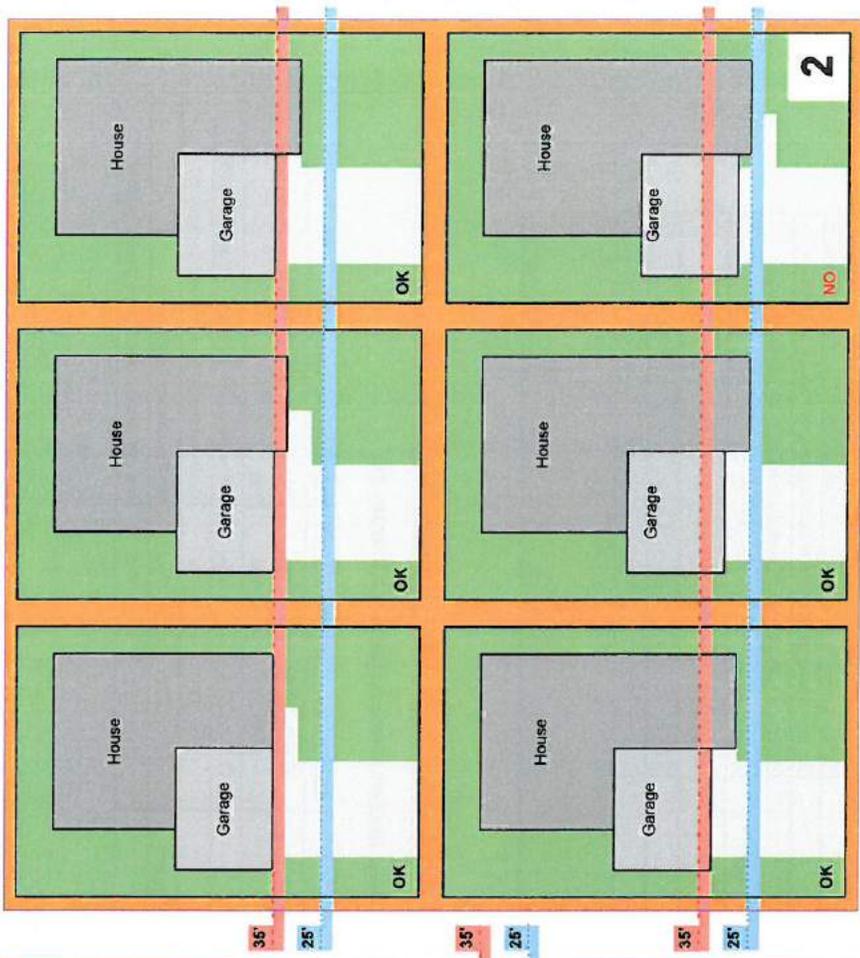
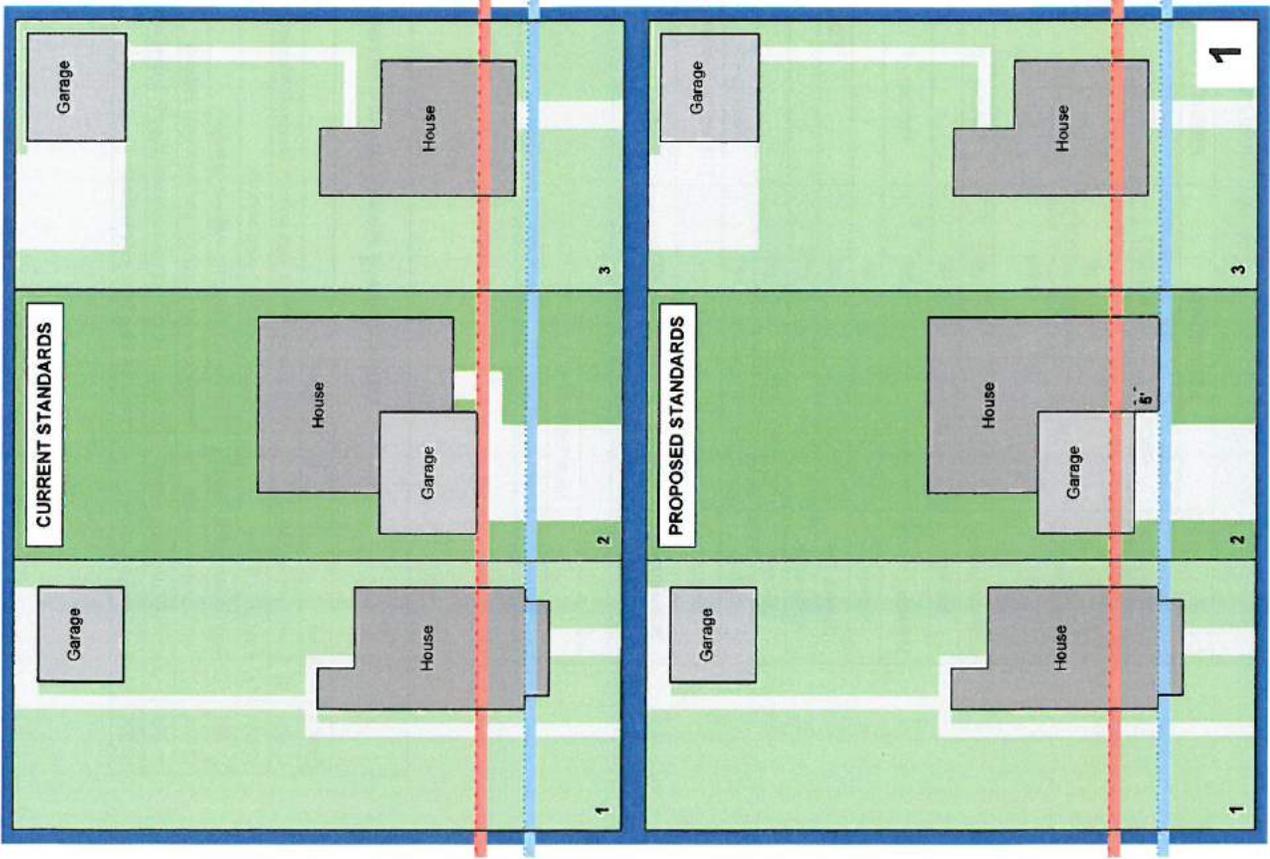
Staff recommends the above text amendment to the Westmont Code of Ordinances to allow for permitted R-3 front yard setback encroachments to allow for flexibility for construction in established neighborhoods.

ATTACHMENTS

- Public hearing notice appearing in the January 27, 2016 edition of Westmont Suburban Life
- Neighborhood Examples
- Front Yard Setback Comparisons
- Setback Illustrations
- Proposed Ordinance with Text Revisions and Additions







FRONT YARD SETBACK COMMUNITY COMPARISON					
	SETBACKS		PERMITTED ENCROACHMENTS		NOTES
	FRONT	SIDE ADJOINING A STREET	FRONT	SIDE	
Westmont	35'	35' (exception for a 25' setback on 60' wide lots)	N/A	N/A	*PROPOSED* Occupiable living space and covered porches - 10' (facade of house may encroach up to 10', but garage cannot encroach until stepped a minimum of 5' behind the facade, for a maximum of 5' garage encroachment) Only permitted when at least one abutting property has encroached into the 35' yard setback
Clarendon Hills	30'	15'	Porches - 6'	N/A	
Darien	30'	15'	N/A	N/A	
Downers Grove	25'	25'	Porches - 5'	N/A	Permits "contextual setbacks" that take the average of the neighboring two lots, with no minimum.
Elmhurst	25'	10'	N/A	N/A	
Glen Ellyn	30'	30'	Porch - 7.5'		
LaGrange	35'	17'	N/A	N/A	Permits taking an average of abutting lots, up to a 25' setback.
Lemont	25'	25'	N/A	N/A	Defines a garage cannot protrude more than 10' beyond house.
Lisle	30'	15'	Porches - 6'	N/A	
Lombard	30'	20'	7" (maintain minimum 25')	N/A	30' setback, but defines taking the mean of abutting lots.
Willowbrook	40'	40'	N/A	N/A	
Woodridge	25'	15'	N/A	N/A	
		More Restrictive			
		Less Restrictive			

COMPARISON OF PROPOSED CODE REVISIONS TO MOST RECENT APPROVED SETBACK VARIANCES					
Case #	Address	Request	Variance Request	Precedence	Permitted w/o Variance?
11-031	101 North Lincoln Street	Variance for a front yard setback (covered front porch)	10.6' (to 24.4')	Yes	No (6' beyond 25' allowed)
12-001	137 East 56th Street	Variance for a front yard setback	10' (to 25')	Yes	Yes
12-007	318 North Washington Street	Variance for side yard setback (garage)	11.5' (to 23.5')	Yes	Not without plan revisions (garage forward)
13-014	132 South Linden Avenue	Variance for lot coverage and front yard setback	12' (to 23')	No	No (no precedent, uncovered front porch)
13-025	114 North Washington Street	Variance for a front yard setback (specific to uncovered front porch)	12' (to 23')	Yes	No (uncovered front porch)
15-025	14 West Traube Avenue	Variance for a front yard setback	10' (to 25')	Yes	Not without plan revisions (garage forward)

ORDINANCE NO. 2016-_____
AN ORDINANCE AMENDING THE ZONING CODE FOR THE R-3 SINGLE FAMILY DETACHED RESIDENCE DISTRICT

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 existing front yard setback regulation of 35' for the R-3 Single Family Detached Residential District had been amended in 1998 from a less restrictive 25'; and

WHEREAS, many of the R-3 Single Family Residential Districts have been legally built with front yard setbacks at 25' or less and maintain a recognized and beneficial traditional neighborhood character ; and

WHEREAS , the Village of Westmont recognizes that a reduced setback or encroachment of living space, porches and architectural detail will enhance this character ; and

WHEREAS , the Village of Westmont has a vested interest in maintaining consistency within these established neighborhoods by allowing encroachments into the established 35' setback when precedent is shown ; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Westmont, DuPage County, Illinois, as follows (additions/changes are indicated by underlining and shading; ~~deletions are indicated by strikeouts~~):

Section 1: The Village of Westmont Municipal Code, Appendix A - Zoning, Article VI - Residence Districts, Section 6.04 - Bulk and development standards in residence districts, is hereby amended:

		R-1 district	R-1(A) district	R-2 district	R-3 district	R-4 district	R-5 district
(F)	Minimum yards:						
(1)	Single-family and two-family detached dwellings:						
(a)	Front and side yard adjoining a street ^{5, 9, 10}	35 feet	50 feet	35 feet	35 feet ¹²	35 feet	25 feet

Notes:

12 In the R-3 district, where the setback of the principal structure on at least one of the adjacent lots on either side of the subject lot is less than 35', the dwelling may encroach into the setback a maximum of 10', or to match the adjacent property, whichever is less. Attached garages may not encroach unless stepped 5' behind the principal structure or covered porch. The provisions in section 4.05 (E) shall be permitted from encroached structure.



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION**

MEETING DATE: February 10, 2016

AGENDA ITEM: P/Z 16-002

TITLE: Village of Westmont for the following:

A. Amend Appendix A, Article XIV - Definitions of the Westmont Zoning Code regarding the Video Gaming definition to remove distance separation restrictions between establishments with video gaming terminals.

BACKGROUND OF ITEM

On October 1, 2015, the Village of Westmont amended the municipal code for business licensing, liquor licensing and the zoning provisions to establish a minimum distance between businesses with video gaming terminals. Set at 500', this distance was determined to be the most efficient and legally defensible response to an influx of video gaming cafés, where gaming revenues greatly outweigh food and liquor sales.

Specific to the zoning provisions, Video Gaming as a permitted use was added into the B-1, B-2, B-3, C-1, M, and O/R Districts. In addition, Video Gaming was defined as:

“The ownership, placement, maintenance, operation or use of a video gaming terminal in a public place, fraternal or veterans' establishment, as defined by the Video Gaming Act (230 ILCS 40/1 et seq.) including any subsequent amendments thereto. For the purposes of this Zoning Ordinance, video gaming is subject to the distance separation restrictions imposed in Chapter 10 and Chapter 22 of the Village Code of Ordinances, which restrictions are incorporated by reference in this definition.”

A copy of the Ordinance 15-156 has been attached for reference.

While the distance requirement addressed saturation, the code revisions did not remedy all concerns regarding the use. Throughout the process, discussions often focused on the restrictions that a distance requirement would place on both established and new restaurants that may want video gaming as a secondary use. Specifically different from video gaming cafés, these establishments focus on a full menu with food, beverages, and a restaurant atmosphere.

With a clear distinction between a restaurant and a café, it was subsequently determined that the creation of a new class of liquor license specific to the video gaming cafés could provide better management when combined with the adopted distance requirement. As a result, a new class of liquor license was created as a Class 22, specific to video gaming cafés that include size restrictions, reduced requirements for food service, and a cap on the number of licenses. A copy of the Ordinance 15-181 has been provided with this report.

Having been brought for a discussion at the January 21, 2016 Community Development Committee, staff and the committee discussed if the 500' distance requirement would continue to be needed now that the liquor licensing had more regimented requirements. Although a consensus that the requirement should be removed from the zoning ordinance was achieved, a majority felt it should remain in the other portions of code. This would remove the need for a variance if a business was within the 500' distance of another video gaming establishment, but would require a requested waiver from the Liquor Licensing Commission. It was felt that removal of the public hearing process would grant substantial relief in terms of time, application fees and process, while still allowing the Village a decision for the waiver.

Based on the discussion at the Community Development Committee meeting and additional direction from the January 21, 2016 Village Board meeting, staff recommends a text amendment to remove the distance requirements from the zoning ordinance. As the distance is only referenced in Appendix A, Article XIV Definitions, only the language referencing Chapter 10 and Chapter 22 need be removed.

SUMMARY:

Staff recommends a text amendment to revise the definition of Video Gaming to remove the references to a distance requirement between video gaming establishments.

ATTACHMENTS:

1. Publication notice published in the January 27, 2016 edition of the Westmont Suburban Life.
2. Community Development Committee Draft minutes, January 21, 2016. (*NOTE: Draft minutes were not yet available on the date this Staff Report was produced and will be provided when available*).
3. Ordinance 15-156 (established video gaming as an allowable use in multiple zoning districts subject to the 500' restriction)
4. Ordinance 15-181 (established a Class 22 liquor license specific to video gaming cafés)

ORDINANCE # 15-156

**AN ORDINANCE AMENDING CHAPTER 10, CHAPTER 22 AND APPENDIX "A"
(ZONING) OF THE WESTMONT CODE OF ORDINANCES TO IMPOSE A
DISTANCE SEPARATION REQUIREMENT FOR VIDEO GAMING TERMINALS**

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 corporate authorities of the Village of Westmont voted in Year 2012 to authorize video gaming within the Village;

WHEREAS, the Village has received *bona fide* inquiries from several video gaming operators regarding congregating multiple video gaming cafes into a single strip mall within the Village; and

WHEREAS, at least two nearby communities have received similar inquiries regarding the congregation of video gaming cafes; and

WHEREAS, video gaming malls have been proposed in the Village of Hometown, Illinois and the Village of Crestwood, Illinois, and the proposal for Hometown, Illinois has proceeded to the Illinois Gaming Board; and

WHEREAS, video gaming is regulated by the State of Illinois pursuant to the Video Gaming Act, 230 ILCS 40/1, *et seq.* and corresponding administrative rules and regulations; and

WHEREAS, the Video Gaming Act and the corresponding administrative rules and regulations do not specifically address or disallow the congregation of multiple video gaming operations within a single building or strip mall or within a single block; and

WHEREAS, the corporate authorities of the Village of Westmont are concerned about the potential negative impacts that a video gaming mall or the congregation of video establishments within a strip mall, single building, or single street block would have on the Village of Westmont and the public; and

WHEREAS, the specific concerns about such video gaming congregation include, but are not limited to, (1) the physical appearance of a casino or casino-like operation, (2) the adverse impact on surrounding property values due to their location nearby a large casino-like operation, (3) the potential for crime due to the congregation of video gaming operations, (4) the potential for loitering due to the congregation of video gaming operations, (5) the potential for casino-like operations to be located within a strip mall adjacent to single-family houses, particularly those houses with children, (5) the negative aesthetics of casino-like operations, including concerns over lighting, signage and overall image, and (6) the potential prevention of redevelopment of a street block or strip mall in furtherance of the Village's Comprehensive Land Use Plan and/or TIF Development Plan due to the presence of a large casino-like operation occupying such street block or strip mall; and

WHEREAS, the corporate authorities find that all of the above-stated concerns, and others, will have a negative impact on the Village of Westmont and the public health, safety, welfare, and morals, as well as a negative impact on the aesthetics and economic redevelopment of the Village of Westmont; and

WHEREAS, United States courts have long recognized that gambling is an activity with significant negative effects, is an activity which can be regulated in order to minimize those effects, and that gambling falls within the category of social and economic evils that are the natural subject of government regulation; and

WHEREAS, United States courts have also recognized that the regulation of gambling is a valid exercise of a municipality's police power [see, e.g., *Edmonds Shopping Center Associates v. City of Edmonds*, 117 Wash.App. 344 (2003)]; and

WHEREAS, in initially authorizing video gaming within the Village, it was the intention of the Village of Westmont corporate authorities to provide assistance to existing restaurants and bars so they could generate additional revenue and remain in business after the Great Recession; and

WHEREAS, in authorizing video gaming within the Village, the corporate authorities did not intend to allow the close congregation of video gaming operations within a strip mall or within a street block, and did not intend to allow casinos or casino-like operations; and

WHEREAS, the Illinois Gaming Board recently denied a request for a casino mall consisting of up to 9 congregated video gaming cafes in the Village of Hometown, with the Chairman of the Illinois Gaming Board referring to the casino mall as a "backdoor casino" and stating that it was not the intent of the Video Gaming Act to allow such "backdoor casinos"; and

WHEREAS, Section 65 of the Video Gaming Act authorizes non-home rule municipalities to impose a fee of \$25.00 per year for the operation of a video gaming terminal; and

WHEREAS, pursuant to this express delegation of licensing power to municipalities over video gaming terminals, the Village enacted an ordinance which licenses video gaming terminals within the Village (Chapter 22, Division 9, "Video Gaming"); and

WHEREAS, Illinois courts have established that where there is the power to license by a municipality, there is the power to regulate, and that the State and a municipality may both license and regulate a particular activity provided there is no inconsistency between the two; and

WHEREAS, the Video Gaming Act does not provide for any distance separation requirements between video gaming operations; and

WHEREAS, the Village of Westmont corporate authorities desire to amend Chapter 22, "Businesses," Division 9 of the Westmont Code of Ordinances to impose a distance separation

requirement between video gaming operations/terminals in order to prevent the congregation of video gaming operations within a single strip mall or street block; and

WHEREAS, the Village of Westmont corporate authorities also desire to amend Chapter 10, "Alcoholic Beverages", Article III of the Westmont Code of Ordinances to impose a distance separation requirement between video gaming operations/terminals in order to prevent the congregation of video gaming operations within a single strip mall or street block; and

WHEREAS, the amendments to Chapter 10 are warranted because only holders of certain classes of liquor licenses may obtain a video gaming license, and the Village is authorized to regulate the sale of liquor and certain activities of licensed liquor establishments pursuant to its police powers to protect the public health, safety, welfare and morals; and

WHEREAS, pursuant to its police powers and pursuant to the express authority of the zoning provisions in the Illinois Municipal Code, the Village is authorized to enact zoning regulations to protect the public health, safety, welfare and morals; and

WHEREAS, the Village of Westmont corporate authorities desire to amend Appendix "A," "Zoning," of the Westmont Code of Ordinances to impose a distance separation requirement between video gaming operations/terminals in those zoning districts where such terminals are allowed to operate in order to prevent the congregation of video gaming operations within a single strip mall or street block; and

WHEREAS, the Village of Westmont corporate authorities find that these regulations will eliminate the congregation of video gaming terminals within the Village of Westmont, thereby protecting the public health, safety, welfare and morals, while simultaneously protecting the State's ability to oversee and license video gaming operations pursuant to the Video Gaming Act.

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 herein into this Section 1 as though fully set forth herein.

Section 2: Chapter 22, "Businesses," Division 9 of the Westmont Code of Ordinances is hereby amended by adding a new Section 22-1167 as follows (amendments are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):

DIVISION 9. - VIDEO GAMING

Sec. 22-1160. - Definitions.

Video gaming means the ownership, placement, maintenance, operation or use of a video gaming terminal in a public place, fraternal or veterans' establishment, as defined by the Video Gaming Act (230 ILCS 40/1 et seq.) including any subsequent amendments thereto.

Video gaming terminal is ascribed its meaning as defined in the Video Gaming Act (230 ILCS 40/1 et seq.) and any subsequent amendments thereto, but is generally defined as any electronic video gaming machine that, upon the insertion of cash, tokens or other access device, is available to play or simulate the play of video gaming, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board. This term does not include a machine that directly dispenses coins, cash or tokens or is for amusement purposes only.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1161. - Required.

(a) The owner of a video gaming terminal shall obtain a license for such device issued by the Village of Westmont.

(b) It shall be unlawful for any person to install, keep, maintain or use or permit the installation, keeping, maintenance or use upon his premises of any video gaming terminal unless a valid license issued under this division for the video gaming terminal is in effect.

(c) It shall be unlawful for any person to deliver video gaming terminals within the Village of Westmont for use by any other person for gain or profit from the operation thereof unless a license therefor has been issued by the Village and the license fee has been paid for the current year.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1162. - Application.

Applications for the license required by this division shall [be] made by the owner of any video gaming terminal and filed with the village clerk and shall contain the following information:

- (1) The name, address, age and date of birth of the owner of the video gaming terminal and of the owner of the establishment where the video gaming terminal shall be located;
- (2) Prior convictions of the owner of the video gaming terminal and the owner of the establishment, if any;
- (3) The place where the video gaming terminal is to be displayed or operated and the business conducted at that place;
- (4) A description of the video gaming terminal to be covered by the license; and
- (5) Evidence that licenses have been issued by the Illinois Gaming Board to the owner of the video gaming terminal and the owner of the establishment.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1163. - License fee; number of licenses; privilege/transferability.

(a) *Annual fee.* The annual fee for the license required by this division shall be \$25.00 per terminal and shall be renewed annually, if desired. The fee shall be nonrefundable.

(b) *Number of licenses.*

(1) The total number of video gaming licenses issued under this article shall be restricted to the following total: zero

(2) The total number of video gaming licenses may be increased or decreased from time to time in the discretion of the village board as follows:

a. Upon the recommendation of the village clerk concerning a pending application.

b. Upon failure of a licensee to renew its license, or upon notice from the village clerk that a license has been declared forfeited or that a license has been revoked by order of the mayor pursuant to section 22-1166.

(c) *Privilege/transferability.* A license granted under this division shall be purely a personal privilege, good for a maximum of one year after issuance, unless sooner revoked as provided herein, and shall not constitute property, nor shall it be subject to attachment, garnishment, or execution, nor shall it be transferable, voluntarily or involuntarily, or subject to being encumbered. Such license shall not descend by the laws of testate or intestate devolution, but it shall cease upon the cessation of the business or death of the licensee/owner.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1164. - Expiration.

Licenses issued pursuant to this division shall terminate on the fourth Tuesday of May the next year following issuance.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1165. - Display.

The license required by this division shall be prominently displayed next to the video gaming terminal.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1166. - Revocation.

The Mayor of the Village of Westmont, at any time, may notify any licensee under this division within five business days of any charge of a violation of any of the provisions of this article in connection with the operation of any video gaming terminal. After a hearing presided over by the mayor, the mayor may order the revocation of the license upon a finding that the violation has occurred, and the license for that owner shall thereupon be terminated for the remainder of the year. Any appeal is subject to judicial review pursuant to the Administrative Review Act, 735 ILCS 5/301 et seq.

(Ord. No. 12-190, § 2, 12-17-2012)

Sec. 22-1167. Distance Separation Requirement.

- (a) No building housing a video gaming terminal shall be located within five hundred (500) feet of another building housing a video gaming terminal. This distance separation requirement shall be measured from the nearest corner of the building or leased space housing the video gaming terminal to the nearest corner of the building or leased space housing the closest video terminal. No license shall be issued if the village determines that this distance separation requirement is not met.
- (b) Existing businesses licensed under this division which operate video gaming terminals which do not meet this distance separation requirement on the effective date of this ordinance are grandfathered and may continue to operate and have their annual video gaming terminal license renewed, provided they meet the other requirements of this division.
- (c) In the event that a business which is grandfathered pursuant to subsection (b) above is sold or ownership is otherwise transferred, and provided that the video gaming operations do not cease for a consecutive period of more than three hundred sixty (360) days after such sale or transfer, the new owner or transferee may obtain a video gaming terminal license pursuant to this division if the owner or transferee otherwise qualifies for such license, and such business shall be considered grandfathered from this distance separation requirement.
- (d) A violation of this section shall be grounds for termination of the video gaming terminal license.

Secs. 22-1167~~8~~—22-1180. - Reserved.

Section 3: Chapter 10 “Alcoholic Beverages,” Article III, Section 10-83(a) of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

ARTICLE III. - CONDUCT ON LICENSED PREMISES

....

Sec. 10-83. - Prohibited or restricted activities.

- (a) *Gambling.* It shall be unlawful to permit any gambling on any premises licensed to sell alcoholic liquor. Provided, however, the prohibition shall not apply to any video gaming terminal for which: (i) a license or permit has been issued by the Illinois Gaming Board pursuant to the Illinois Video Gaming Act as codified in 230 ILCS 40/1 et seq.; and (ii) a license has been issued to the owner of a video gaming terminal by the Village of Westmont, so long as such device or terminal is conducted in compliance with all requirements of said Illinois Video Gaming Act (230 ILCS 40/1 et seq.) and all rules and regulations of the Illinois Gaming Board and the Village of Westmont. Where alcoholic liquor is served at a premises which contains one or more video gaming terminals, the following distance separation requirements apply:

- (1) No building housing a video gaming terminal shall be located within five hundred (500) feet of another building housing a video gaming terminal. This distance separation requirement shall be measured from the nearest corner of the building or leased space housing the video gaming terminal to the nearest corner of the building or leased space housing the closest video terminal. No liquor license shall be issued to a business which proposes to operate video gaming if the village determines that this distance separation requirement is not met.
- (2) Existing businesses licensed under this chapter which operate video gaming terminals which do not meet this distance separation requirement on the effective date of this ordinance are grandfathered and may continue to operate and have their annual liquor license renewed, provided they meet the other requirements of this chapter.
- (3) In the event that a business which is grandfathered pursuant to subsection (b) above is sold or ownership is otherwise transferred, and provided that the video gaming operations do not cease for a consecutive period of more than three hundred sixty (360) days after such sale or transfer, the new owner or transferee may obtain a video gaming terminal license and liquor license if the owner or transferee otherwise qualifies for such licenses, and such business shall be considered grandfathered from this distance separation requirement.
- (4) A violation of this section shall be grounds for termination of the liquor license.

Section 4: Appendix "A", Zoning, Section 7.03 of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

Sec. 7.03. - Permitted uses and special uses in business districts.

Use	B-1 District			B-2 District		
	Permitted Use	Special Use	Special Conditions Code No. (see 7.04)	Permitted Use	Special Use	Special Conditions Code No. (see 7.04)
(A) Business and commercial uses:						
(1) Amusement establishments, excluding adult entertainment cabarets:	—	—		—	S	1
(a) Arcade, electronic/mechanical game	—	—		—	S	6
(2) Amusement parks	—	—		—	S	1
(3) Animal hospitals	—	—		—	S	1
(3a) Animal clinics, veterinarian	—	S	1, 12	—	S	1, 12

ORDINANCE NO. 15-181
AN ORDINANCE AMENDING CHAPTER 10, SECTION 10-36 OF THE WESTMONT
CODE OF ORDINANCES TO CREATE A NEW LIQUOR LICENSE
CLASSIFICATION FOR VIDEO GAMING CAFÉS

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

WHEREAS, Chapter 10 of the Westmont Code of Ordinances governs Alcoholic Beverages and regulates liquor licenses and the conduct of licensed liquor establishments within the Village of Westmont; and

WHEREAS, Section 10-36 of said Chapter 10 establishes and regulates the various classification of liquor licenses available within the Village of Westmont; and

WHEREAS, the Local Liquor Commissioner has recommended an amendment to Section 10-36 of said Chapter 10 to create a new Class 22 liquor license classification for video gaming cafés; and

WHEREAS, the Village of Westmont Board of Trustees has determined that this new license classification is reasonable and necessary in that video gaming cafés do not operate as a traditional restaurant as required for a Class 1, 2, 3 or 4 liquor license and instead derive the majority of their revenue from video gaming, with the service of food and alcohol as an amenity thereto; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve this new license classification, finding that this new license classification will provide more consistency in administering the Village's liquor ordinances and will promote local businesses on a limited basis, and finding that sufficient safeguards are in place to protect the public health, safety and welfare; and

WHEREAS, it is the intent of the Local Liquor Commissioner and the Board of Trustees to have existing video gaming cafés which hold a Class 4 or similar restaurant liquor license transfer their existing liquor license to this new Class 22 liquor license classification, at no cost to the existing business.

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: Chapter 10, "Alcoholic Beverages," Article II "Retail Licenses," Section 10-36 "Classification of Licenses" is hereby amended to create a new Class 22 liquor license classification for video gaming cafés as follows (amendments are indicated by underlining and shading; deletions are indicated by ~~strikeouts~~):

Sec. 10-36. - Classification of licenses.

Liquor licenses to be issued under this chapter shall be divided into the following classes:

.....

- (22) Class 22, which shall authorize the retail sale of beers and wines only for consumption on the licensed premises where the major and primary business is that of a video gaming café, defined as an establishment which will obtain a video gaming license under the Illinois Video Gaming Act and which offers alcohol and food as an amenity only, subject to the following restrictions:
- a. The licenses premises shall contain no more than 2250 gross square feet;
 - b. The business must derive a portion of its revenue from food sales, but the food sold need not be prepared on-site;
 - c. All operations must be conducted indoors (no beer gardens or outdoor eating/drinking/gaming allowed);
 - d. No other forms of gaming (billiards, darts, etc.) are allowed on the premises except for board and card games or other games as approved by the local liquor commissioner which do not involve gambling;
 - e. Patrons may not bring their own alcohol onto the premises; and
 - f. No more than two televisions are allowed on the premises.

(Ord. No. 94-68, § 1(4-9), 9-20-1994; Ord. No. 96-95, § 1, 11-18-1996; Ord. No. 97-39, § 1, 4-21-1997; Ord. No. 05-97, § 1, 4-18-2005; Ord. No. 06-160, § 1, 9-5-2006; Ord. No. 07-144, § 1, 9-4-2007; Ord. No. 07-182, § 1, 12-3-2007; Ord. No. 08-154, § 1, 10-20-2008; Ord. No. 08-184, § 1, 11-17-2008; Ord. No. 10-104, § 1, 6-21-2010; Ord. No. 11-145, § 1, 9-6-2011; Ord. No. 12-118, § 1, 7-2-2012; Ord. No. 12-136, § 1, 9-4-2012; Ord. No. 13-36, § 1, 2-19-2013; Ord. No. 13-37, § 1, 2-19-2013; Ord. No. 13-197, § 1, 10-17-2013; Ord. No. 14-187, § 2, 11-13-2014; Ord. No. 14-188, § 2, 11-13-2014)

State Law reference— Classification of state licenses, 235 ILCS 5/5-1.

Section 3: Chapter 10 “Alcoholic Beverages,” Division II “Retail Licenses”, Section 10-37(a) “License Fees” is hereby amended to add a new liquor license classification and fee schedule for a Class 22 liquor license as follows (**amendments are indicated by underlining and shading; deletions are indicated by ~~strikeouts~~**):

Sec. 10-37. - License fees.

- (a) *Fee schedule.* The initial license fees and annual license fees for the various classes of licenses established in this chapter shall be as follows:

- (18) The total number of class 18 licenses shall not exceed two.
- (19) The total number of class 19 licenses shall not exceed one.
- (20) The total number of class 20 licenses shall not exceed one.
- (21) The total number of class 21 licenses shall not exceed one.
- (22) The total number of class 22 licenses shall not exceed 5.

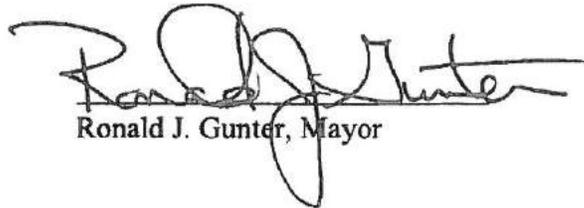
Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

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

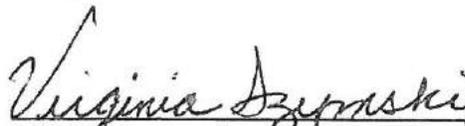
PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 12th day of November, 2015.

Ayes: 6 Nays: 0 Absent: 0

APPROVED:


Ronald J. Gunter, Mayor

ATTEST:


Virginia Szymski, Village Clerk





DRAFT MINUTES

Regular Meeting

Community Development Committee of the Board

Regular Meeting of Thursday, January 21, 2016, 4:30 pm

1. The meeting was called to order by Chair Barker at

2. Roll Call

Bruce Barker, Chairman - present
Ron Gunter, Mayor - present
Marie Guzzo, Trustee - present
Jim Addington, Trustee - present
Linda Liddle, Trustee - present
Steve Nero, Trustee - present
Harold Barry, Trustee - present
Virginia Szymiski, Village Clerk - present
Thomas Mulhearn, Police Chief - present
Dave Weiss, Fire Chief - present
Larry Kaufman, Director of Fire Prevention Bureau - absent
Steve May, Village Manager - present
Jill Ziegler, Community Development Director - present
Larry Forssberg, Chamber Executive Director - present
Joe Hennerfeind, Planner II - present
Larry McIntyre - present
Spencer Parker, Finance Director - present
Jim Gunther, Deputy Chief - present
Mike Ramsey, Public Works Director - present
Nick Weinert, Building Commissioner - absent
Glen Liljeberg, IT - absent
Melissa Brendle, Municipal Services Office Supervisor - present
Noriel Noriega, Assistant Public Works Director - present
Rick Bocek, Duty Chief - absent

3. Pledge of Allegiance

4. The Minutes from the October 15, 2015 meeting were reviewed. A motion was made by Marie Guzzo to accept the minutes and seconded by Jim Addington.

5. New Business

6. Unfinished Business

A. Building Division

The yearly report was gone over in detail. In 2015 a total of 1,332 permits were issued. Three were new commercial construction, 20 new single family homes. Total revenue of \$1,239,952.19 was collected.

Priority properties were discussed.

59th St. - The garage has been taken down, issue is resolved.

110 N. Cass Ave. - There was an issue with the balconies, it was resolved quickly.

Westview South Mall - will soon be in court, regarding the retaining wall.

301 S. Lincoln St. - Owner is working with Staff to get permits issued to demolish the house.

Code Enforcement has taken in several lack of heat complaints, and followed up on them. There have been several complaints of sump pumps discharging on the sidewalk.

The Ponds Apartment Complex has a new owner, and name change. The new name will be Westmont Village Apartments. The new owners are planning on making a lot of changes to the complex including a new Clubhouse.

Active Court Cases discussed -

S. Lincoln - garage addition taken down

Willard Pl. - a bid has been made to have the foundation removed, it goes before the Village Board tonight.

West End - was given a 30 day extension

Inspection Fees were discussed. The possibility of a flat fee was discussed, and a more detailed look at commercial fees. The permit process for window permits is being changed.

Plumbing code and energy code were discussed. Local amendments to the plumbing code are now allowed by the state and the Village will pursue amendments disallowing PEX piping. The state is moving to the 2015 energy code and the Village will need to adopt soon.

B. Planning Division

Text amendments being considered:

The Hilton Hotel is the only B-3 Zoned District. The Hilton is considering making property improvements in the coming year. Looking at Codes to see what can be done to stay business friendly and help them expand.

It is being recommended that the 500' distance requirement for video gaming be removed from the zoning code. It is currently in 3 sections, the zoning code, business license code and liquor license code. This will save the applicant time and money. It is proposed to remain in the Liquor License code & Business license code. This gives the Board a little more flexibility.

Staff proposed an amendment to zoning setbacks in the R-3 districts. While not altering the 35' front yard setbacks, up to a 10' encroachment (to 25') is proposed. Text amendment is dependent on matching neighborhood context and can be beneficial including reduction of lot coverage. Committee was in support of moving forward.

Tents will now have a separate permit pending board approval on 01/21.

A local brewer is interested in opening a brewery in the B-1 zoning district, in the downtown area.

C. Engineering Division

Noriel gave a quick update of engineering permits. Since October, 9 new houses have been approved, 7 permits have been submitted for new single family homes. Two commercial projects have been approved, Pathways Senior Living, now under construction, and Audi Parking Garage, to be handed out shortly.

Green infrastructure - Cumnor Road being the first impervious concrete street in the state was discussed. This street has made plowing in snow events challenging. This street can not be salted and can only be plowed with a rubber blade, which is on a front loader. An Employee who is plowing the route that Cumnor is on, has to stop, go get the end loader, and then plow the street. Options to make this transition faster/easier are being looked into. A broom is also being looked into.

Central Business District alley redesign is 25% complete, Ogden Avenue south to 55th Street.

Fee in lieu of - this pertains to residential detention and requires a waiver from the Village Board.

D. Special Projects

There is a Village wide ban to not use coal tar for new residential and commercial. This does not include the driveway seal that can be purchased at Home Depot. The EPA is

moving towards making a mandatory band nationwide.

Clarendon Hills Garden Initiative - The location of East Quincy & Richmond is being looked at for a community garden site and for Education on beekeeping. The Village of Clarendon Hills is looking for the Village of Westmont to be a partner. The Clarendon Hills Park District will be maintaining this location. A fundraiser on Earth Day at the Hilton was discussed.

7. Miscellaneous items -

The Annual TIF meeting will be on February 2, 2016 @ 2 pm in the Village Board room. A certified mailing was done.

Trustee Barry inquired about a replacement Code Enforcement Officer to replace Code Officer Whitehead. Currently in the process of replacing Ms. Whitehead, also in budget for extra Code Officer's in the summer.

The discussion on the 500' distance text amendment was reopened for discussion. It is recommended that this requirement be removed from the zoning code, which would decrease the applicant's application time by two months, and reduce the cost by \$500. It would still provide the Village Board with control if necessary because the regulation would be kept in the liquor license. Trustee Barry inquired why not omit the 500' rule completely. The rule gives the Board more control. If a current restaurant in town would like to have gaming machines, it can go to the Village Board to request a waiver within two weeks at no cost.

The next meeting will be March 17, 2016 at 4:30 pm

The meeting was adjourned at 5:35 pm