



Village Board Meeting May 26, 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 May 12, 2016.

*Background Of
Subject Matter*

Required Parliamentary Procedure

Type

Motion

b. **Finance Ordinance**

i. **Finance Ordinance # 2**

Total to be announced at the meeting.

Background Of Subject Matter *

Type Motion

c. **April Financial Report**

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

Background Of Subject Matter *

Type Motion

Documents: [2016-04 FINANCIAL REPORT MEMO.PDF, MONTHLY REVENUE AND EXPENSE SUMMARY 2016-04.PDF](#)

d. **Purchase Orders**

i. **PO11039024**

Harris Computer Corporation \$5,520.00

Background Of Subject Matter Annual cost for online payment portal

Type Purchase Order

Budgeted Yes

Documents: [PO 11039024.PDF](#)

ii. **PO11039006**

Sungard Public Sector \$31,822.49

Background Of Subject Matter Annual cost for police reporting and dispatch software

Type Purchase Order

Budgeted Yes

Documents: [PO 11039006.PDF](#)

iii. **PO11039054**

Cattaneo Electric Company \$29,725.00

Background Of Subject Matter FD Fire Headquarters Generator Switch

Type Purchase Order

Budgeted Yes

Documents: [PO 11039054.PDF](#)

iv. **PO11039010**

Target Solutions \$7,372.40

Background Of Subject Matter Fire Training Software
Type Purchase Order
Budgeted Yes

Documents: [PO 11039010.PDF](#)

- v. **PO11039043**
Discount Fence Co \$14,175.00

Background Of Subject Matter 500 N Cass Avenue Fence Replacement
Type Purchase Order
Budgeted Yes

Documents: [PO 11039043.PDF](#)

- vi. **PO11039036**
WW Grainger \$9,487.70

Background Of Subject Matter Aerial Lift/Work Platform
Type Purchase Order
Budgeted Yes

Documents: [PO 11039036.PDF](#)

- vii. **PO11039032**
Firemen Sealcoating \$9,595.00

Background Of Subject Matter Sealcoating parkinglots
Type Purchase Order
Budgeted Yes

Documents: [PO 11039032.PDF](#)

- viii. **PO11039035**
Engineering Solutions Team \$155,000.00

Background Of Subject Matter Stormwater Improvements Naperville/Warwick Design Engineering
Type Purchase Order
Budgeted Yes

Documents: [PO 11039035.PDF](#)

- ix. **PO11039034**
AECOM Technical Services \$36,798.00

Background Of Subject Matter Public Works Needs Assessment
Type Purchase Order

Budgeted Yes

Documents: [PO 11039034.PDF](#)

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

Total to be announced at the meeting.

Background Of Subject Matter *

Type Motion

f. **Red, White, & BBQ Hotel/Motel Grant Request**

Board to consider an ordinance awarding a Hotel/Motel Grant request in the amount of \$2,500 to the Westmont Lions for the Red, White, & BBQ event.

Background Of Subject Matter The Memorial Day Red, White, & BBQ is an annual competition which draws judges and competitors from across the nation. It is estimated that the event brings over 20,000 people to our community. More information is available at westmontbbq.com

Additional Background The requested funds will be used for advertising and promotion. If approved, the Village will pay up to \$2,500 to reimburse no more than 50% of expenditures. If approved, the Village will have a a balance of \$15,000 in Hotel/Motel Grants for FY 2016-17.

Type Motion

Budgeted Yes

8. **Unfinished Business**

9. **New Business**

a. **Police Pension Trustee Reappointment**

Board to consider a motion approving Mayor Gunter's reappointment of Thomas Conidi as a member of the Board of Trustees of the Police Pension Fund for a two-year term.

Background Of Subject Matter The Pension Board is comprised of two active officers elected by the members, one retired officer elected by the retirees, and two civilian members appointed by the Mayor. The Mayor appoints one of the two civilian representatives each year.

Additional Background Thomas Conidi has served 4 consecutive terms on the Pension Board. He has an MBA from DePaul and has been a financial adviser since 1986. He currently works for Wells Fargo as Associate Vice President - Investment Officer.

Recommendation Staff recommends approval

Type Motion

Budgeted N/A

b. **Appointment Of Legal Representation - Fire And Police Commission**

Board to consider an ordinance approving the Mayor's appointment of Thomas Good as Legal Counsel for the Fire and Police Commission.

Background Of The Board of Fire & Police Commissioners has selected

Subject Matter	Attorney Thomas Good, and seeks approval from the Mayor and Board of Trustees.
Additional Background	The Board of Fire & Police Commissioners may select its own special counsel from a list approved by the mayor with advice and consent of the trustees.
Type	Ordinance

c. **Reappointment Of Village Prosecutor**

Board to consider an ordinance to approve Mayor Gunter's reappointment of Christine Charkewycz as Village Prosecutor.

Background Of Subject Matter	Ms. Charkewycz has been the village prosecutor for the past year with a one year contract. The terms of the new contract are unchanged.
Recommendation	Staff recommends approval
Type	Ordinance

Documents: [PROSECUTION AGREEMENT 2016.PDF](#)

d. **350 E Richmond Street - Lot Area Variance**

Board to consider an ordinance approving a Zoning Code variance request from Elliott Carpentry, LLC to allow relief from the minimum lot area for a dwelling in the R-3 Single Family Residential District.

Background Of Subject Matter	Applicant is requesting a variance for a vacant lot to build a new single family home. All of the lots in the subdivision on the north side of the street have similar lot areas.
Additional Background	Public comment at the PZC hearing included questions about the existing well (which has been abandoned) and concerns about the size of the new home. The Commission made a unanimous positive recommendation.
Recommendation	The lot would need a variance for any size house, and the applicant meets setback requirements and is proposing less than 35% lot coverage. The variance is for a lot that is deficient by 371 square feet.
Type	Ordinance

Documents: [350 E RICHMOND PZC PACKET.PDF](#)

e. **522 64th Street - Plat Of Subdivision And License Agreement Request**

Board to consider an ordinance approving the following requests from Sameer Afsar to subdivide one lot into two in the R-1A Single Family Detached Residence District:

1. Preliminary and Final Plat of Subdivision request.
2. License agreement for stormwater and drainage improvements in public easements.

Background Of Subject Matter	One lot of record will be split into two residential lots, both meeting zoning requirements. The homeowner will remove the existing home, and plans to live in one of the two new houses.
Recommendation	Planning and Zoning Commission made a unanimous positive recommendation at the 10/14/15 public meeting. Final

engineering since that meeting has been completed and staff recommends approval.

Type Ordinance

Documents: [2015-10-14 STAFF REPORT - 522 64TH ST SUB - PZC.PDF](#), [522 64TH ST SUB PLAT.PDF](#), [522 64TH ST LICENSE AGREEMENT.PDF](#)

f. **50 W Ogden - Tesla Motors**

Board to consider an ordinance approving the following requests from Tesla Motors to allow the sale of new automobiles in the B-2 General Business District:

1. Special Use Permit request to operate an automobile dealership.
2. Plat of Vacation request.
3. Final Plat of Subdivision request.

Background Of Subject Matter There was public comment and discussion at the public hearing on 5/11 regarding point of sale for vehicles and how that affects retail sales tax, the legal right to have a dealership in Illinois, and the impact on the adjacent residential neighbors.

Additional Background A site and landscaping plan & preliminary plat of subdivision had been previously approved for the property, & Tesla has adhered to that design. Final engineering is approved & final subdivision with a plat of dedication has been submitted for approval.

Recommendation Tesla will address the Village Board regarding the concerns about taxes and the legalities about dealerships that were raised at the Planning and Zoning Commission meeting.

Type Ordinance

Documents: [50 W OGDEN PZC PACKET.PDF](#), [TESLA DEALER - IL AUTHORIZATION.PDF](#)

g. **143 S Cass Avenue - Darl Grooter Interior Design**

Board to consider an ordinance approving the following requests from Dan Hogan for the following in the B-1 Limited Business District:

1. Site and Landscaping Plan approval to allow for construction of a building addition.
2. Commercial masonry waiver request.

Background Of Subject Matter The building addition is intended to complement the existing architecture of the building, which is not masonry, and a masonry waiver is requested. The addition would be built over existing hard surface, which does not require stormwater detention.

Additional Background PZC made a positive recommendation of the plan on 5/11, & recommended increasing accessibility to the building addition. The landscaping that has already been installed was in excess of requirements & the formal plan is included with the packet.

Type Ordinance

Documents: [143 S CASS PZC PACKET.PDF](#)

h. **Award Of Bid Proposal - Water Main Construction**

Board to consider an ordinance awarding the bid to and authorizing a contract with

Suburban General Construction for the East Richmond Water Main Replacement Phase 1 project.

Background Of Subject Matter	The Village accepted bid proposals from 6 contractors for the East Richmond St. Water Main Project. The low bidder is Suburban General Construction with a low bid of \$664,985.20 Approximately 14% below engineer's estimate of \$780,000.
Recommendation	Staff recommends that we award the contract to Suburban General Construction with a bid of \$664,985.20
Type	Ordinance
Budgeted	Yes

Documents: [EAST RICHMOND STREET WATER MAIN REPLACEMENT.PDF](#)

i. **650 Westmont Drive - Laurel BMW Of Westmont**

Board to consider an ordinance approving a request from Laurel BMW of Westmont to extend previously granted temporary approval to use the existing building at 650 Westmont Drive for interior parking.

Background Of Subject Matter	AutoNation purchased the 650 Westmont Dr building last year & was approved for indoor automobile inventory parking until June 1, 2016. BMW is requesting to continue this approval for a subsequent year while working on permanent site plan improvements.
Additional Background	Fire Dept remains concerned about the unsprinklered building. If an extension is approved, staff recommends a shorter time, tied to the timeline of approvals for a permanent structure.
Type	Ordinance

Documents: [BMW EXTENSION REQUEST.PDF](#), [15-129 TEMPORARY USE FOR LAUREL BMW OF WESTMONT TO TEMPORARILY PARK VEHICLES AT 650 WESTMONT DRIVE.PDF](#)

j. **Public Works Facility Study**

Board to consider an ordinance authorizing a service agreement with AECOM to perform a Needs Programming Study for a New Public Works Facility.

Background Of Subject Matter	Request to approve the sum of \$36,798.00 for a Needs Programming study for the New Public Works Facility Project.
Recommendation	Staff recommends approving the proposal in the amount of \$36,798.00 for services.
Type	Ordinance
Budgeted	Yes

Documents: [US CONSULTINGSERVICESAGREEMENT VILLAGE OF WESTMONT REV1 2016.PDF](#)

k. **Brilliant Financial Staffing**

Board to consider an ordinance approving an agreement with Brilliant Financial Staffing.

Background Of Subject Matter	The Village has a relationship with a variety of temporary staffing agencies. Brilliant Financial Staffing is an agency we have not used before, which specializes in temporary replacement for financial positions.
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Additional Background	As with other agencies this agreement will serve as the basis to allow the Village to use this agency to fill temporary staffing needs on an as-needed basis.
Type	Ordinance
Budgeted	Other
Budgeted Explanation	The use of this agency was not specifically budgeted, but if this agency is used, the cost will largely be offset by savings in wages and benefits.

Documents: [BRILLIANT FINANCIAL STAFFING - DRAFT AGREEMENT.PDF](#)

I. Fire Department Fees

Board to consider an ordinance approving amendments to Chapter 42 of the Westmont Code of Ordinances to establish certain reimbursable Fire Department fees for emergency services.

Background Of Subject Matter	The Fire Department is authorized to charge & collect fees to responsible parties who require emergency fire department services. The Village Board on May 12, 2016 approved an agreement with Fire Recovery USA to collect these fees.
Additional Background	This ordinance now adopts the fees.
Recommendation	Approve
Type	Ordinance

m. Information Technology - Surplus Property

Board to consider an ordinance to declare certain equipment as surplus Village property.

Background Of Subject Matter	The property identified on the attached list has outlived its useful life: outdated, nonfunctioning or otherwise not economically maintainable. This equipment will be sold or disposed of by a method acceptable to the Village Manager.
Additional Background	This property upon being declared as surplus and disposed of, will be removed from the Village Property Inventory.
Type	Ordinance

Documents: [2016-05-26 - IT SURPLUS LIST.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, May 12th, 2016.**

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymski P
TRUSTEES: Addington P Barker P
Barry P Guzzo P
Liddle P Nero A

STAFF:

May <u>P</u> (Village Mgr)	Parker <u>P</u> (Finance Director)	Ziegler <u>P</u> (Community Development Director)
Crane <u>A</u> (H.R. Director)	McIntyre <u>P</u> (Communication Director)	Liljeberg <u>P</u> (I.T. Manager)
Chief Mulhearn <u>A</u> (Police Dept.)	Dep. Chief Brenza <u>P</u> (Police Dept.)	Dep. Chief Gunther <u>A</u> (Police Dept.)
Chief Weiss <u>P</u> (Fire Dept.)	Dep. Chief Riley <u>P</u> (Fire Department)	Ramsey <u>P</u> (P.W. Director)
Dralle <u>A</u> (EMS Director)	Mielcarski <u>A</u> (Admin. Assistant)	Richards <u>A</u> (Deputy Clerk)

ATTORNEY: Zemenak P Perez A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Chicago Tribune A Independent: Daniel Smrokowski A
Bugle A

CHAMBER OF COMMERCE DIRECTOR: Forssberg - P

VISITORS: None.

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

OPEN FORUM:

- Westmont Chamber of Commerce, Larry Forssberg, 1 S. Cass Ave.
 - Family Fun Fest at TECO
 - Pet Promenade & Party in the Park
 - Touch-a-Truck & Flying for Kids

Attorney Zemenak

- Asked for an executive session to discuss two topics:
 - Purchase of Real Estate for public purpose pursuant to section (2)(C)(5) of the Open Meetings Act.
 - Setting the price for the sale of real estate owned by the Village pursuant to section (2)(C)(6) of the Open Meetings Act.

Village Manager May

- Invited Deputy Chief Brenza to the podium to discuss updates from the Police Department.
 - On Saturday, April 30th was the Drug Take Back Program Event and it was very successful. We collected over 187 lbs of unwanted or unused medication.
 - On Friday, May 20th from 6:00 am to Noon we will be having our fundraiser for Special Olympics: *Cop on Top*. We will be at both Dunkin' Donuts locations in Westmont.
 - On June 4th the Police Department will have an auction, then an Open House event from 11:00 am - 3:00 pm. The events will be at 500 N. Cass Ave.

Trustee Addington

- Recapped the May 4th Economic Development Committee Meeting. Andy's Frozen Custard gave a nice presentation and is considering the location 645 N Cass Ave, which is the old Pizza Hut. This will be corporate store where training will take place.
- Maura's Mediterranean Cuisine will be opening soon at 31 North Cass Avenue. We also anticipate that Grill 89 by Ditka's and Cucinova at 800 East Ogden in St. James Crossing will be opening within a few weeks.
- May 19th from 9:00 am to Noon, the People's Resource Center will be hosting a job fair.
- The Strategic Plan Committee met on Tuesday. The next meeting will be June 10th at 10:30am.
- Talked about the Red, White, & BBQ, which the Lions Club is hosting. There will be 60 teams cooking on Sunday, 40 teams cooking on Saturday, and about 60 amateurs. There will be a carnival and entertainment.

Trustee Liddle

- Updated everyone on the Administration Committee meeting earlier this afternoon. We discussed the intergovernmental agreement with Schaumburg, so our IT department has backup as does Schaumburg.
- We received some information on the Sister City Program, and Richmond Educational Garden.
- The next Administration Committee Meeting will be July 21, 2016.
- Westmont Cruisin' Nights starts June 2nd on Cass Avenue. There are many vendors and activities planned. It will be a great event.

Trustee Barry

- Gave an update on the Public Works Committee Meeting. The tree replacement is nearing completion. Then we will be concentrating on the jetting and unclogging drains.
- We are continuing to repave roads.

Trustee Guzzo

- Gave an update on the Finance Committee Meeting. We talked about the Hotel / Motel Grant Funding. We also received a grant request from the Lions Club for the Red, White, & BBQ.
- The next Finance Committee Meeting will be June 9th at 4:00 pm.

Trustee Barker

- Monday night, May 16th, Westmont First will meet at the Village of Westmont Library on May 26th.
- A group of Westmont volunteers participated in the Storm Drain Stenciling. There was one storm drain in a subdivision that we found people were dumping paint.
- The Community Development Committee will meet on Thursday, May 26th.

Trustee Nero

- Absent

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- **Trustee Addington** requested to have the Proclamation for Robert Bernas to be removed from the consent agenda and be placed on the regular Village Board Meeting 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, & F.

(A) VILLAGE BOARD MINUTES:

Board to consider approving the minutes of the Village Board Meeting held April 28, 2016.

(B) FINANCE ORDINANCE # 01: Dated **May 12, 2016**, in the amount of
\$ 1,081,254.32

(C) PURCHASE ORDERS

11038920	Amalgamated Bank of Chicago	\$ 740,112.50
11038925	Benistar/Hartford	102,000.00
11038900	Clarke Environmental	79,520.00
11038940	Westmont Park District	11,280.50
11038904	Burns & McDonnell	9,721.25
11038912	LEDOLAS	50,250.00
11038934	Magic Pure LLC	5,325.00
11038915	Maercker School District	15,299.00

11038943	K-Five Construction	999,999.99
11038944	K-Five Construction	999,999.99
11038945	K-Five Construction	142,966.88
11038930	Ray O'Herron	9,000.00
	Total of Purchase Orders	\$ 3,165,475.11

(D) PROCLAMATION: 2016 NATIONAL PUBLIC WORKS WEEK

Board to consider a motion to approve a proclamation declaring May 15 - 21, 2016 as National Public Works Week.

(E) PROCLAMATION: 2016 NATIONAL EMS WEEK

Board to consider a motion to approve a proclamation declaring May 15 - 21, 2016 as Emergency Medical Services Week.

(F) PROCLAMATION: 2016 NATIONAL POLICE WEEK

Board to consider a proclamation declaring May 15, 2016 as Peace Officer Memorial Day and May 15 - 21, 2016 as National Police Week.

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

VOTE ON MOTION #1

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

Nays: None.

Absent: Nero.

Present: None.

UNFINISHED BUSINESS

NEW BUSINESS

(2) PROCLAMATION: ROBERT BERNAS

Mayor Gunter and Robert Bernas addressed the Board on this item.

Motion by **Trustee Addington** Board to consider a proclamation honoring Westmont Park District Commissioner Robert Bernas upon his retirement.

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

VOTE ON MOTION #2

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

Nays: None.

Absent: Nero.

Present: None.

(3) ENVIRONMENTAL IMPROVEMENT COMMISSION APPOINTMENT

Mayor Gunter addressed the Board on this item.

Motion by **Trustee Liddle** to consider a motion approving the Mayor's appointment of a new member to the Environmental Improvement Commission.

- Brittney Smith

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

VOTE ON MOTION #3

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

Nays: None.

Absent: Nero.

Abstain: None.

(4) HONORARY STREET NAME REQUEST - SOUTH PARK STREET

Village Manager May, Debbie Piha, and JoAnne Farley addressed the Board on this item.

Motion by **Trustee Barry** to consider a resolution to give South Park Street the honorary designation as Jim Farley Way.

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

VOTE ON MOTION #4

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

Nays: None.

Absent: Nero.

Present:None.

(5) FY2016 TOBACCO ENFORCEMENT PROGRAM

Deputy Chief Brenza addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a contract with the Illinois Liquor Control Commission for participation in the tobacco retailer education program.

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

VOTE ON MOTION #5



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

Nays: None.

Absent: Nero.

Present:None.

(6) INTERGOVERNMENTAL AGREEMENT

Fire Chief Weiss, and South Fire District Trustee Ken Kunesh addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving an Intergovernmental Agreement with the South Westmont Fire Protection District for fire protection and ambulance service

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

VOTE ON MOTION #6

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

Nays: None.

Absent: Nero.

Present: None.

(7) FIRE DEPARTMENT AGREEMENT - FIRE RECOVERY USA, LLC

Fire Chief Weiss and Pat Mannix addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving an agreement with Fire Recovery USA, LLC, to provide billing for emergency services provided by the Westmont Fire Department.

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

VOTE ON MOTION #7

Ayes: Guzzo, Liddle, Barker, and Addington.

Nays: Barry.

Absent: Nero.

Present: None.

(8) FIRE DEPARTMENT LEASE AGREEMENT - FIRE TRUCK

Fire Chief Weiss addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving a lease-purchase agreement with PNC Equipment Finance for the lease of Fire Truck.

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

VOTE ON MOTION #8

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

Nays: None.

Absent: Nero.

Present:None.

(9) FIRE DEPARTMENT - SURPLUS EQUIPMENT

Fire Chief Weiss addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance declaring Fire Department hose as surplus property.

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

VOTE ON MOTION #9

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

Nays: None.

Absent: Nero.

Present:None.

(10) POLICE DEPT - SURPLUS PROPERTY

Deputy Chief Brenza addressed the Board on this item.

Motion by **Trustee Liddle** to consider an ordinance to declare certain equipment as surplus Village Property.

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

VOTE ON MOTION #10

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

Nays: None.

Absent: Nero.

Present:None.

MISCELLANEOUS:

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(11) CLOSED SESSION: As requested by Attorney Zemenak, a motion was made by **Trustee Guzzo** to move into Executive Session at 7:06 PM to discuss the following:

- Purchase of Real Estate for public purpose pursuant to section (2)(C)(5) of the Open Meetings Act.
- Setting the price for the sale of real estate owned by the Village pursuant to section (2)(C)(6) of the Open Meetings Act.

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



Village Clerk's Office

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

VOTE ON MOTION #11

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

Nays: None.

Absent: Nero.

Present: None.

(12) RECONVENE REGULAR BOARD MEETING: Motion by **Addington** to move out of Executive Session and to reconvene the regular Board meeting at 7:37 pm.
Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #12

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

Nays: None.

Absent: Nero.

Present: None.

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

VOTE ON MOTION #13

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

Nays: None.

Absent: Nero.

Present: None.

MEETING ADJOURNED AT 7:38 P.M.

ATTEST:

APPROVED:

Virginia Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 26th day of May, 2016.



FINANCE

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6230 Fax: 630-829-4440
westmont.il.gov | finance@westmont.il.gov

MEMORANDUM

DATE: May 19, 2016
TO: Westmont Village Board
FROM: Spencer Parker, Finance Director
SUBJ: April 2016 Financial Report

Based on our auditor's recommendation, we are including monthly financial reports as part of our consent agenda, so it is formally accepted by the Village Board. I have attached the monthly financial report for the prior month, and wanted to point out a few items of interest as you review the report.

In summary, we are in good financial shape, and are tracking about where we would expect to be at this point in the fiscal year.

At the end of April, we are 11 months through the fiscal year, so in our General Fund revenues and expenditures should be tracking about 100% of the budget.

As you can see from the top line, revenues in the general fund are currently at 92% of budget. As we have discussed previously, there are several sources of revenue including Sales and Income Tax which are paid in arrears. On the other hand, we typically receive most of our annual property tax revenue by September. Additionally, some of our revenues are transfers or passthroughs that have not yet been booked. The last line on the report adjusts for all of these factors, and you can see that we are tracking at 105% of our fiscal year operating budgeted revenues.

Our general fund expenditures total 103% of the budget, which is over our expected percentage, due to a transfer of about \$3.5 million to true up our General and Excess fund balances. At the last line you can see that after adjusting for this transfer, and for passthroughs, we are only at 88% of our budget. At the end of the year we will have to add some accruals for expenses paid after the year end, as well as payroll. This will likely mean a slight increase in expenditures, so our final number will be more than 88% of the budget. You will see that most departments are under 100%, with the exception of the General & Administration, due to the large true-up transfer.

Our bond funds are between 88% of 100% expended because of our work and land purchases to date. The IMRF fund has exceeded the budget because we have paid off the Early Retirement Incentive costs to avoid interest. The MFT Fund (61) is currently at 81% of revenues, but it is also paid in arrears so this will increase.

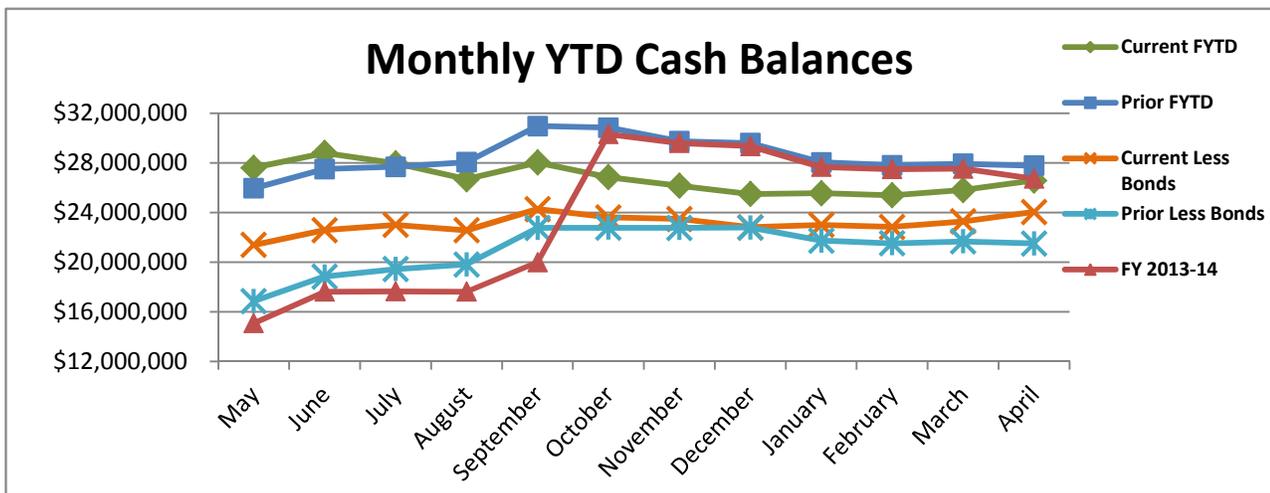
In the Treasurer's report you will notice that we have about \$1.5 million less than we had last year at this same time, because we are spending bond funds. As you can see from the chart, excluding the bonds, we are about \$1.3 million over where we were last year. Our general fund is at 157,000 more than last year, and when this is combined with our Excess General Fund Balance and the EBST fund, we are up about \$2.4 million. Our Capital Projects, MFT, and Bond funds are down from last year because of planned purchases, and our IMRF balance is less than last year due to the ERI payment.

Village of Westmont
Monthly Revenue & Expense Summary
FYTD April 30, 2016

	REVENUES		EXPENSES		NET	
	YTD	% Bud	YTD	Bud	Budgeted	YTD
01 GENERAL FUND	\$ 22,123,580	92%	\$ 24,735,965	103%	\$ 28,970	\$ (2,612,385)
General & Administration	\$ 14,410,532	87%	\$ 8,180,550	145%	\$ 10,851,389	\$ 6,229,982
51111 Legislation	\$ 11,951,190	79%	\$ 681,041	96%	\$ 14,471,524	\$ 11,270,149
51116 Information Technology	\$ 301,977	84%	\$ 731,154	63%	\$ (795,199)	\$ (429,177)
51117 Community Development	\$ 993,907	166%	\$ 1,015,699	81%	\$ (651,772)	\$ (21,792)
51210 Administration		0%	\$ 525,602	72%	\$ (528,308)	\$ (525,602)
51410 Finance	\$ 163,458	102%	\$ 490,001	97%	\$ (347,403)	\$ (326,543)
51213 Transfers	\$ 1,000,000		\$ 4,737,053	365%	\$ (1,297,453)	\$ (3,737,053)
Commissions	\$ -		\$ 33,453	59%	\$ (56,950)	\$ (33,453)
51122 Fire & Police Commission			\$ 24,621	71%	\$ (34,500)	\$ (24,621)
51123 Planning/Zoning Commission			\$ 8,832	39%	\$ (22,450)	\$ (8,832)
Police Department	\$ 2,860,639	107%	\$ 8,070,805	93%	\$ (6,023,263)	\$ (5,210,166)
52110 Administration	\$ 223,590	12053%	\$ 1,206,741	88%	\$ (1,366,095)	\$ (983,151)
52121 Patrol	\$ 571,894	84%	\$ 3,973,558	93%	\$ (3,591,316)	\$ (3,401,664)
52130 Investigations	\$ 52,910	1415%	\$ 878,261	82%	\$ (1,065,852)	\$ (825,351)
52190 Police Pension Pass Through	\$ 2,012,246	101%	\$ 2,012,246	101%	\$ -	\$ -
Fire Department	\$ 3,578,843	103%	\$ 4,542,804	93%	\$ (1,391,112)	\$ (963,961)
52210 Fire Protection	\$ 31,721	127%	\$ -	0%	\$ -	\$ 31,721
52220 Suppression & Control	\$ 1,228,331	90%	\$ 2,069,588	90%	\$ (920,654)	\$ (841,257)
52510 Ambulance & Paramedic	\$ 2,318,791	112%	\$ 2,437,197	97%	\$ (433,658)	\$ (118,406)
52610 EMA			\$ 11,019	93%	\$ (11,800)	\$ (11,019)
52291 Fire Pension			\$ 25,000	100%	\$ (25,000)	\$ (25,000)
Public Works	\$ 1,273,566	92%	\$ 3,908,353	82%	\$ (3,351,094)	\$ (2,634,787)
54210 Administration	\$ 451		\$ 66,298	98%	\$ (67,737)	\$ (65,848)
54211 Facilities Maintenance			\$ 553,121	85%	\$ (647,997)	\$ (553,121)
54230 Street Operations	\$ 177,633	100%	\$ 1,858,408	77%	\$ (2,232,250)	\$ (1,680,775)
54240 Fleet Maintenance	\$ 208,201	62%	\$ 490,244	73%	\$ (338,510)	\$ (282,043)
54250 Health & Sanitation	\$ 887,281	101%	\$ 940,281	100%	\$ (64,600)	\$ (53,000)
05 CONVENTION & TOURISM	\$ 674,175	115%	\$ 332,014	57%	\$ 1,732	\$ 342,161
51112 Convention & Tourism	636,508	116%	310,094	66%	78,085	326,414
51113 Westmont Centre	37,667	100%	21,920	19%	(76,353)	15,747
17 EMPLOYEE BENEFIT SICK TIME	\$ -	0%	\$ -		\$ 100	\$ -
20 DOWNTOWN PARKING FUND	\$ 4	0%	\$ -		\$ 1,930	\$ 4
25 VEHICLE REPLACEMENT FUND	\$ 818,679	105%	\$ 705,650	97%	\$ 59,293	\$ 113,030
30 CAPITAL PROJECTS	\$ 828,424	85%	\$ 1,162,344	53%	\$ (1,216,750)	\$ (333,920)
31 BOND 2013 A (\$8.5 Million)	\$ 3,211		\$ 2,825,249	88%	\$ (3,200,000)	\$ (2,822,037)
32 BOND 2013 B (\$1.5 Million)	\$ 47		\$ 886,916	103%	\$ (865,000)	\$ (886,869)
33 STORMWATER INFR. FUND	\$ 896,853	128%	\$ 20,900	3%	\$ -	\$ 875,953
41 WATER OPERATING FUND	\$ 7,323,515	104%	\$ 6,438,941	75%	\$ (1,593,734)	\$ 884,574
50 DEBT SERVICE FUND	\$ 742,081	100%	\$ 741,363	100%	\$ 630	\$ 719
61 MOTOR FUEL TAX FUND	\$ 582,342	81%	\$ 1,572,044	82%	\$ (1,193,000)	\$ (989,702)
62 IMRF/SOCIAL SECURITY FUND	\$ 1,403,211	91%	\$ 2,047,276	111%	\$ (292,951)	\$ (644,065)
68 EXCESS GENERAL FUND BAL	\$ 3,550,934	3199%	\$ 1,000,000	100%	\$ (889,000)	\$ 2,550,934
82 TIF SWBD (1)	\$ 6,222	74%	\$ -	0%	\$ (743,700)	\$ 6,222
83 TIF CBD (2)	\$ 29,484	140%	\$ 7,368	5%	\$ (129,000)	\$ 22,116
TOTAL	\$ 37,304,860	100%	\$ 37,994,233	80%	\$ (10,030,480)	\$ (689,374)
Adjusted General Fund	\$ 21,764,477	105%	\$ 19,284,120	88%	\$ 28,970	\$ 2,480,357

**Village of Westmont
Treasurer's Report As of April 30, 2016**

Account Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
Sum of PeriodBalance_12	FiscalYear		
Account Category	X	16 Y	15 Z
CASH	\$ 5,622,465	\$ 8,892,059	\$ (3,269,594)
CDs	\$ -	\$ 130,552	\$ (130,552)
POOLED INVESTMENTS	\$ 10,602,165	\$ 11,666,983	\$ (1,064,818)
MONEY MARKET	\$ 3,500,000	\$ 3,500,000	\$ -
OTHER INVESTMENTS	\$ 6,541,303	\$ 3,582,468	\$ 2,958,835
TOTAL	\$ 26,265,932	\$ 27,772,062	\$ (1,506,130)



Fund Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
GENERAL	\$ 6,620,602	\$ 6,463,185	\$ 157,417
CONVENTION/TOURISM	\$ 1,399,276	\$ 938,971	\$ 460,304
EBST	\$ (222,837)	\$ 6,958	\$ (229,795)
DOWNTOWN PARKING	\$ 11,828	\$ 11,824	\$ 4
VRP	\$ 1,801,369	\$ 1,682,968	\$ 118,401
CAPITAL PROJECTS	\$ 2,970,952	\$ 3,394,899	\$ (423,947)
WATER	\$ 2,251,220	\$ 1,806,615	\$ 444,605
DEBT SERVICE	\$ 741,814	\$ 741,115	\$ 699
MFT	\$ 1,295,858	\$ 2,237,073	\$ (941,215)
IMRF	\$ 1,622,959	\$ 2,548,024	\$ (925,065)
PERFORMANCE BOND	\$ 803,431	\$ 744,169	\$ 59,261
EXCESS GENERAL FUND BAL	\$ 3,500,742	\$ 949,970	\$ 2,550,772
BOND 2013A (\$8.5 Million)	\$ 2,492,769	\$ 5,312,414	\$ (2,819,646)
BOND 2013B (\$1.5 Million)	\$ 36,275	\$ 913,988	\$ (877,713)
STORMWATER	\$ 893,790	\$ -	\$ 893,790
TIF SWBD (1)	\$ 12,247	\$ 6,026	\$ 6,221
TIF CBD (2)	\$ 33,639	\$ 13,861	\$ 19,778
TOTAL	\$ 26,265,932	\$ 27,772,062	\$ (1,506,130)

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2016 by and between the VILLAGE OF WESTMONT, DuPage County, Illinois and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Road, Suite 200, Oak Brook, Illinois, 60523.

WITNESSETH:

WHEREAS, CHRISTINE CHARKEWYCZ, Attorney at Law is an attorney licensed to practice law in the State of Illinois;

and

WHEREAS, the VILLAGE OF WESTMONT is desirous of having its Village Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

CHRISTINE CHARKEWYCZ, Attorney at Law (hereinafter referred to as CHRISTINE CHARKEWYCZ) shall represent the VILLAGE OF WESTMONT at all regular Court sessions held at the Field Court designated for said Village's cases during the term of this Agreement.

1. The VILLAGE OF WESTMONT shall pay CHRISTINE CHARKEWYCZ One Hundred and Ninety- Five Dollars (\$195.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the Downers Grove Field Court. In the event a session exceeds two hours in length, there will be no additional fee assessed.
2. In addition to said fee payment, the VILLAGE OF WESTMONT agrees to pay CHRISTINE CHARKEWYCZ One Hundred Dollars (\$100.00) per hour for any telephone consultation, research, or trial preparation done in connection with the prosecution of said Village Ordinance violations, for time spent in preparation of Court documents or correspondence involving said cases, and any Court appearances by CHRISTINE CHARKEWYCZ at a Court other than the designated Field Court when she is representing the VILLAGE OF WESTMONT in the prosecution of the violations of its ordinances.
3. In addition to said fee payment, the VILLAGE OF WESTMONT agrees to pay CHRISTINE CHARKEWYCZ One Hundred and Forty Dollars (\$140.00) per hour for any telephone consultation, correspondence, research, document or trial preparation done in connection with the prosecution of said Village Building Code violations.
4. The VILLAGE OF WESTMONT agrees to reimburse CHRISTINE CHARKEWYCZ for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage, photocopying, faxing, filing fees, etc.).

5. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the VILLAGE OF WESTMONT in her absence due to illness, conflict in Court schedule, or vacation period. The payment for the service of said third party shall be made by CHRISTINE CHARKEWYCZ to said party.
6. The VILLAGE OF WESTMONT may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.
7. This agreement will be effective from June 1, 2016 through May 31, 2017. .
Notwithstanding any provision contained therein to the contrary, this Agreement may be terminated by either party at any time. CHRISTINE CHARKEWYCZ agrees to give thirty (30) days prior written notice to the VILLAGE OF WESTMONT.
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this _____ day of _____, 2016

By: _____

ATTEST:

Village Clerk



Christine Charkewycz, Attorney at Law



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

MEETING DATE: May 11, 2016

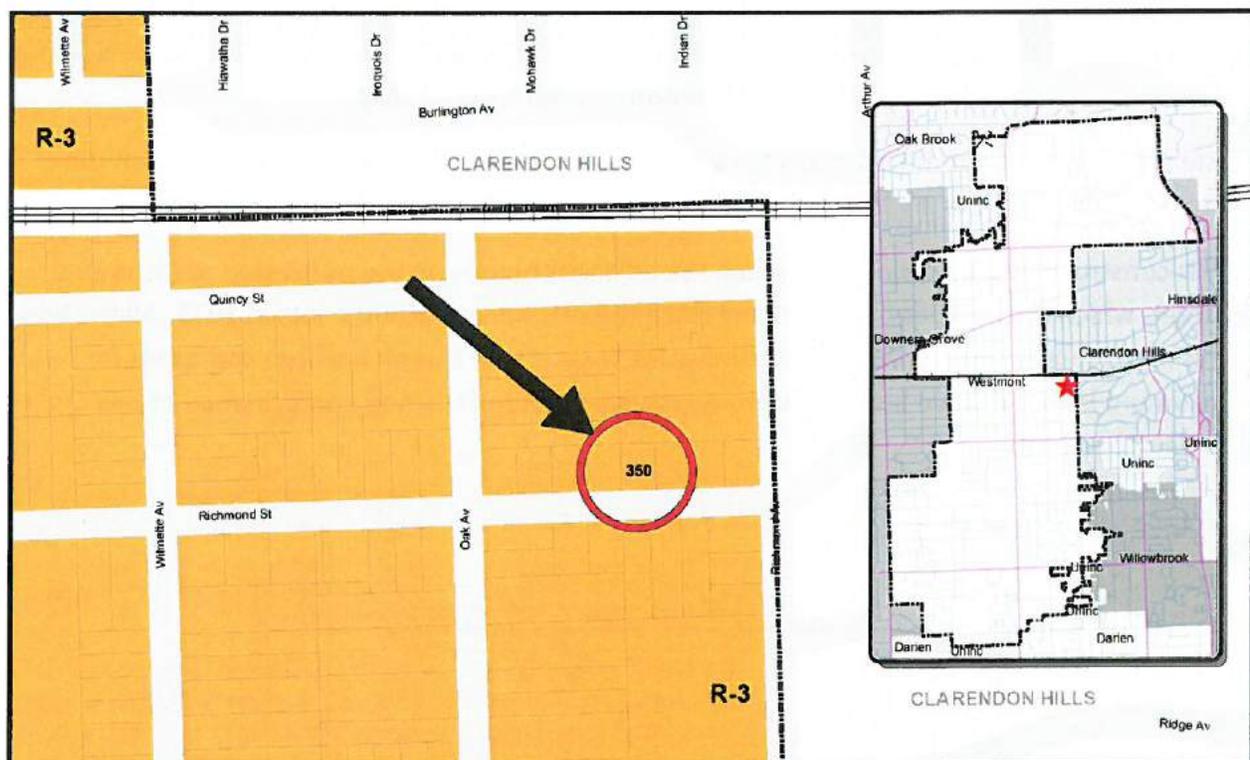
P/Z 16-006

TITLE: Elliott Carpentry, LLC regarding the property located at 350 East Richmond Street, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request for relief from the minimum lot area for a dwelling in the R-3 Single Family Detached Residence District.

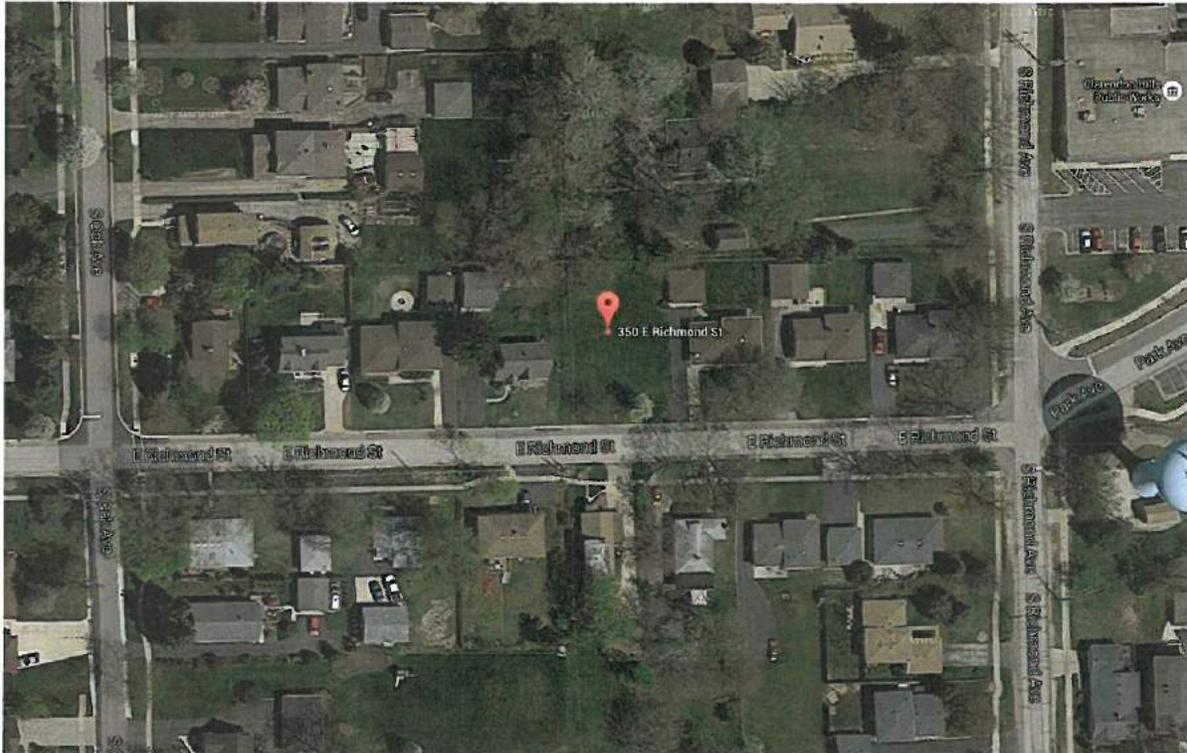
BACKGROUND OF ITEM

The subject lot is located on the north side of East Richmond Street midway between Oak and Richmond Avenues. Having been previously subdivided in 1973, the lot is approximately 74.29' x 100' and is approximately 7,429 square feet or 0.17 acres.



350 East Richmond Street Zoning Map

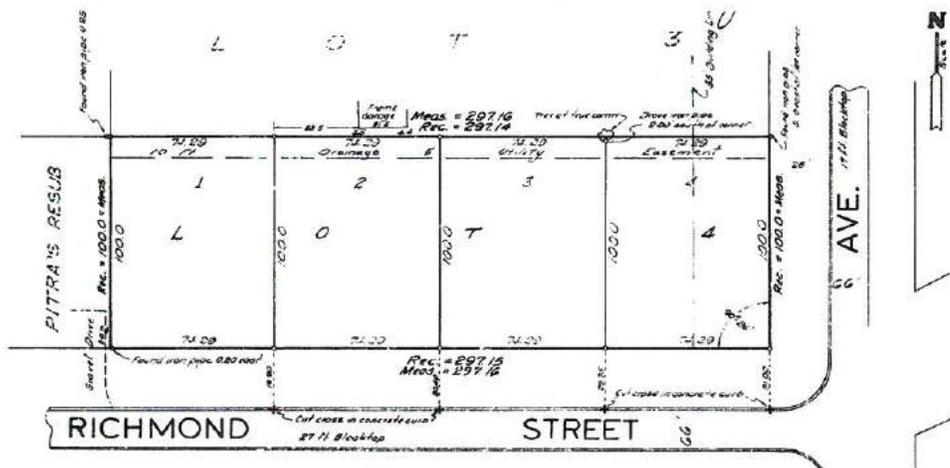
The property is zoned R-3 Single Family Detached Residential District, as are the adjacent properties to the north, south, east and west. The property had previously been owned by the village and was sold as surplus property in 2007, so no residence has ever been constructed.



350 East Richmond Street - Aerial Map

The petitioner has submitted plans for a proposed single family detached residence on the property and requests a variance from the minimum lot size requirement.

This construction would similarly match the adjacent homes on the north side of Richmond Street, which have all been constructed since the resubdivision of the lots in 1973. All the lots in this resubdivision were platted with similar lot areas. Since this plat, village standards for minimum lot areas have become more restrictive, creating the non-conformance of this undeveloped lot.



Portion of Resubdivision Plat

ZONING ANALYSIS

The subject property is located in the R-3 Single Family Detached Residence District. The proposed construction is permitted in the zoning district and matches the character of the surrounding neighborhood.

Minimum lot sizes for the district are defined in Appendix "A", Section 6.04 - Bulk and development standards in residence districts. A summary of requirements and requested density variances are discussed below.



350 East Richmond Street

Density summary for variance requests

The existing property contains a lot area of 7,429 square feet where code requires all R-3 lots to have a minimum lot size of 7,800 square feet. This property is 371 square feet deficient based on those standards. When considering this in units of dwelling units per acre, code would permit 5.6 du/ac. Based on lot area, the request is for 5.9 du/ac.

Sec. 6.04. - Bulk and development standards in residence districts.

<i>R-3 District</i>	<i>Minimum Lot Area</i>	<i>Requested Lot Area</i>
Single-family detached dwelling	7,800 square feet	7,429 square feet
Variance Requested:		Deficient 371 square feet or 4.8% variance



Adjacent home at 15' setback

Other R-3 District Standards

As only one variance is requested, the proposed construction meets all other requirements of the R-3 District, including setbacks and lot coverage. The applicant will be utilizing the recent text amendment that allows a 25' setback when an adjacent home has set precedent. The result will be a home that better fits the context of the street, and maintains a useable rear yard on this 100' deep lot.

REVIEW COMMENTS

Engineering Synopsis - Village Engineer Noriega's comments are attached for review. The review highlights no significant issues and includes requirements for Best Management Practices.

SUMMARY

The applicant requests a variance for relief from the minimum lot size to construct a single family detached residence in the R-3 District.

DOCUMENTS ATTACHED

1. Public notice as published in the April 27, 2016 edition of the Westmont Progress.
2. Staff review comments from Village Engineer Noriel Noriega dated April 19, 2016.
3. Application for variance, with associated application materials, dated April 08, 2016.
 - a. Plat of Survey, prepared by Lambert & Associates, dated May 24, 2007.
 - b. Building Plan and Elevations, prepared by IMJ Architects, dated October 02, 2015.
 - c. Removal and Grading Plan, prepared by MARTIN M. Engineering, Inc., dated March 25, 2016.



**Public Works Department
Engineering Division**

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

Date: April 19, 2016

To: Mrs. Jill Ziegler, AICP
Community Development Director

From: Noriel Noriega, PE, CPESC
Assistant Director of Public Works - Village Engineer

RE: Proposed Single Family Residence
350 E. Richmond Street, Westmont
Preliminary Review #1

We are in receipt of the following items for the proposed single family residence at 350 E. Richmond Street:

1. Kane-Dupage Soil & Water Conservation District approved Land Use Opinion Application dated 04/08/2016.
2. Martin M. Engineering, Inc. transmittal letter dated 03/25/2016
3. FIRM Map
4. Martin M. Engineering Engineer's Opinion of Probable Cost dated 03/28/2016
5. DuPage County Stormwater Management Certification Application
6. Plat of Easement prepared by Morrison Surveying Co. Inc. dated 03/25/2016
7. Preliminary Engineering Plans prepared by Martin M. Engineering, Inc. dated 03/25/2016

A preliminary review of the submitted documents has no significant issues that we feel would prevent the project from continuing. Our listed comments below can be addressed during the Permit Application Process. It should be noted that additional comments should be anticipated when a full Permit Application Review is performed.

1. We have no comments on the submitted Proposed Plat of Easement. During the permit review process, we will require the Plat to be created on mylar with required signatures and recorded.
2. During the permit process, complete and submit a Village of Westmont Site Development Permit Application.
3. Complete and submit a DuPage County Wetland Inventory Map indicating the site location and approximate distance to the nearest wetland.
4. Lot coverage for this lot shall be allowed not to exceed 40%.
5. Extend the proposed public sidewalk to the west property line.
6. Relocate the sump pump discharge a minimum of 25' from Village ROW.
7. VCBMP and PCBMP may be required. Design criteria may be taken from the DuPage Appendix E Water Quality Best Management Practices Technical Guidance Manual. Confirm impervious calculations as our preliminary calculations differ.
8. Review and approvals will be required from Mr. Jon Yeater, Public Works Foreman - Village Forester, regarding any tree requirements. Mr. Yeater's review comments shall be forwarded under



**Public Works Department
Engineering Division**

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

- separate cover. If you have any specific questions, Mr. Yeater can be contacted at 630-981-6285.
9. Please note the Village is planning to replace the watermain along Richmond Street between Richmond Avenue and Wilmette Avenue. Our current schedule is to bid the project in May 2016 with construction to begin in mid-June. Revise plans to accommodate new watermain location. Please contact Mr. Ray Koenig, Baxter & Woodman, at 708-478-2090 to coordinate new location of watermain.

If you have any further questions or concerns, please contact me at 630-981-6295.

Thank you.

Cc: Mr. Mike Ramsey, PO - Director of Public Works (via email)
Mr. Jim Gates - Public Works Supervisor, Water Operations / Facilities Manager (via email)
Mr. Jon Yeater - Public Works Foreman, Village Forester (via email)
Ms. Melissa Brendle - Municipal Services Office Supervisor (via email)
Mr. Joe Hennerfeind - Village Planner II (via email)
Mrs. Rose Gross - Municipal Services (via email)
Mr. Anthony Bryan, PE - Burns & McDonnell (via email)



VILLAGE OF WESTMONT
COMMUNITY DEVELOPMENT DEPARTMENT
630-981-6260

<i>Office Use Only</i>	
Applicant #:	_____
Submission Date:	_____
Title:	_____

APPLICATION FOR:

- | | |
|--|--|
| <input type="checkbox"/> Annexation/Pre-Annexation Hearing | <input type="checkbox"/> Appeal from Decision of Zoning Official |
| <input type="checkbox"/> Map Amendment | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Right-of-Way Dedication | <input type="checkbox"/> Site/Landscaping Plan |
| <input type="checkbox"/> Special-Use Permit | <input type="checkbox"/> Subdivision/Consolidation/Lot Split (Preliminary) |
| <input type="checkbox"/> Text Amendment | <input checked="" type="checkbox"/> Zoning Variation /Land Development Code Variance |

DESCRIPTION OF SITE:

Common Description (Street Address): 350 E RICHMOND
 PIN Number: 09-10-305-013 Current Zoning and Land Use: _____
 Existing Structures & Signs: _____
 Significant natural amenities (slope, vegetation, water bodies, floodplain, and other development restrictions): _____

PETITIONER INFORMATION:

Elliott Carpentry LLC

Petitioner (and corporation if applicable): ~~Elliott Properties~~
 Address: 14236 S Union Ave Oakland Park 60462
 Phone: 708515 8375 Email: Elliott Builders at 6 mail.com
 Relationship of Petitioner to Property: owner

PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):

Property owner (s) (and corporation if applicable) (list all beneficiaries of Trust): _____
FRED AND KELLY BONANNO
 Address: 4934 STONEWALL AVE DOWNERS GROVE IL 60515
 Phone: _____ Email: _____

PROJECT STAFF (if applicable):

Developer: _____
 Phone: _____ Email: _____

VILLAGE OF WESTMONT
*** CUSTOMER RECEIPT ***
DATE: 04/08/16 TIME: 15:24:21

DESCRIPTION	PAY CD	AMOUNT
ZSF-ZONE/SUBDVN 350 E RICHMOND	CK 2029	250.00
TOTAL AMOUNT DUE		250.00
AMOUNT TENDERED		250.00
CHANGE DUE		.00

TRANS #: 40 CASHIER CODE: 042
 BATCH #: C160408 REGISTER ID: 002

Attorney: _____

Phone: _____ Email: _____

Engineer: _____

Phone: _____ Email: _____

Architect: Ian McDonnell

Phone: 708 404 4451 Email: IMcDonnell@gartoo.com

Landscape Architect: _____

Phone: _____ Email: _____

Each Applicant is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Planning and Zoning Commission and Village Board. Should this be an application for a parking variance in the B-1 Limited Business District, the applicant acknowledges that Ordinance No. 10-67 requires the payment of a cash-in lieu fee for waived parking spaces.

The undersigned request(s) approval of this petition and further certify(ies) on oath that the information contained herein and in all documents submitted in support hereof, is true and correct to the best of my/our knowledge and belief. By signing below, the applicant and/or property owner grant express permission to Village of Westmont staff and officials to inspect the premises as necessary in relation to this application.

By signing below, the applicant and/or property owner acknowledges that the *submittal fees are non-refundable*.

PETITIONER SIGNATURE:

Type or print name: Thomas Elliott

Signature: Thomas Elliott

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 11th DAY OF April, 2016

[Signature]
Notary Public



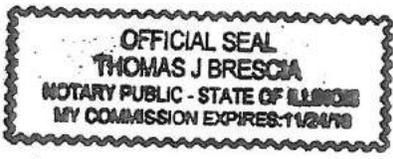
OWNER SIGNATURE:

Type or print name: FRED BONANNO KELLY BONANNO

Signature: Fred Bonanno Kelley Bonanno

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 11 DAY OF APRIL, 2016

Thomas J. Brescia
Notary Public



I.J.M. Group, Inc.

708-404-4451 imcdonne@yahoo.com
82 S. La Grange Rd. Suite 205
La Grange IL. 60525

April 7, 2016

Re: 350 E. Richmond

To Whom it may Concern,

The Petitioner of 350 E Richmond Ave., SKE Properties will be seeking a variance to allow the construction of a single family residence on the address above.

1. The Municipal code only allows for an r-3 lot to be a minimum of 7800 sq. ft. The existing platted lot has a square footage of 7429 sq. ft.

What the petitioner is proposing is very similar to other neighboring buildings that were built with same type of restrictions this property has. The petitioner looks forward to working with the village on this matter

Respectfully Submitted,

Ian James McDonnell

Ian J. McDonnell
License # 001-020866

April 7, 2016

Re: 350 E Richmond Ave.

To Whom it may Concern,

Please see below the finding of facts 350 E Richmond

1. Existing platted lot is 74.29' x 100.00' = 7429 total square feet
The Municipal Zoning code requires for any r-3 lot to be a minimum of 7800 s.f. the property would not yield a reasonable return if permitted to only be used under the current zoning code standards.
2. The plight to the owner is unique in the fact that it is an existing platted lot before the current zoning codes were put into place
3. The variation would not alter the character of the locality because lots adjacent to this property are being used in the same manor in which the contractor intends to use.

Respectfully Submitted,

Ian James McDonnell

Ian J. McDonnell
License # 001-020866

PLAT OF SURVEY

OF LOT 1 IN THE VILLAGE OF WESTMONT, BEING A RESUBDIVISION OF LOT 4 IN BLOCK 1 OF ARTHUR I. MONTOSH AND COMPANY'S SECOND ADDITION TO WESTMONT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 22, 1973 AS DOCUMENT R73-37189, DUPAGE COUNTY, ILLINOIS.

350 E. RICHMOND ST.
P.I.N. 09-10-305-013



STATE OF ILLINOIS
COUNTY OF DU PAGE) s.s.

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE FOREGOING PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARD STANDARDS FOR A BOUNDARY SURVEY.
GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS,
THIS 24th DAY OF MAY, A.D. 2002.

ILLINOIS LAND SURVEYOR NO. 1863

RELIEF TO DEED OR GRANTOR'S POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY.
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
CORRECT ALL RIGHTS BEFORE BUILDING AND REPORT ANY APPOINTMENT DISCREPANCIES TO THE SURVEYOR.

■ - FOUND IRON STAKE
□ - SET IRON STAKE

ORDERED BY: BACHELOR WOODWARD-CITY'S, ORDER NO. 07.0.230, FILE NO. 07-1853

LAMBERT & ASSOCIATES
LAND SURVEYORS
320 SOUTH REBER ST WHEATON, ILL. 60187
PHONE: (630) 653-6331 FAX: (630) 653-6396

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS SHOWN ON THESE PLANS.
2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE SUBJECT TO INSPECTION AND TESTING BY THE ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE FINISH GRADE.
5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
6. ALL SLOPES SHALL BE PROTECTED WITH EROSION CONTROL MATS OR SIMILAR MEASURES.
7. ALL DRAINAGE SYSTEMS SHALL BE INSTALLED AND TESTED PRIOR TO FINAL GRADING.
8. ALL STRUCTURES SHALL BE CONSTRUCTED TO WITHSTAND THE DESIGN LOADS AND CONDITIONS.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
10. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE AND CONTAMINATION.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE FINISH GRADE.
13. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
14. ALL SLOPES SHALL BE PROTECTED WITH EROSION CONTROL MATS OR SIMILAR MEASURES.
15. ALL DRAINAGE SYSTEMS SHALL BE INSTALLED AND TESTED PRIOR TO FINAL GRADING.
16. ALL STRUCTURES SHALL BE CONSTRUCTED TO WITHSTAND THE DESIGN LOADS AND CONDITIONS.
17. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
18. ALL MATERIALS SHALL BE STORED PROPERLY TO PREVENT DAMAGE AND CONTAMINATION.

SECTION 05100 - METALS

5100-10 - STEEL

5100-10-01 - STRUCTURAL STEEL

5100-10-02 - COATING

5100-10-03 - FASTENERS

5100-10-04 - WELDING

5100-10-05 - FABRICATED METALS

5100-10-06 - METAL DECKING

5100-10-07 - METAL PANELS

5100-10-08 - METAL ROOFING

5100-10-09 - METAL CLADDING

5100-10-10 - METAL LININGS

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5100-10-100 - METAL TRUCKS

WESTMONT GRADING PLAN

SCALE: 1" = 10'-0"

DATE: 11/15/2024

PROJECT: 11-000

3 OF 3

MARTIN M. Engineering Inc.

CONSULTING AND SITE DESIGN ENGINEERS

10000 BIRCHMOUNT ROAD

INDIANAPOLIS, IN 46240

TEL: 317-592-1100

FAX: 317-592-1101

UNAPPROVED FOR CONSTRUCTION

SCALE: 1" = 10'-0"

DATE: 11/15/2024

PROJECT: 11-000

3 OF 3

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CONSULTING AND SITE DESIGN ENGINEERS

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INDIANAPOLIS, IN 46240

TEL: 317-592-1100

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UNILOCK PERMEABLE PAVERS DETAIL

NOT TO SCALE

PAVER DETAIL
Cross Section

UNILOCK
Permeable Pavers
Collection and Infiltration

1-100-UNILOCK
PERMEABLE PAVERS

ECOLOC
Permeable Pavers
Collection and Infiltration

PERMEABLE PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE PAVERS SHALL BE SET IN A BED OF SAND AND SHALL BE JOINTED TOGETHER WITH JOINT SAND. THE SAND BED SHALL BE 1" THICK AND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE DENSITY. THE PAVERS SHALL BE SET ON A SUBGRADE OF 4" MINIMUM THICKNESS OF 1.5" MINIMUM DRAINAGE SAND. THE PAVERS SHALL BE SET ON A SUBGRADE OF 4" MINIMUM THICKNESS OF 1.5" MINIMUM DRAINAGE SAND. THE PAVERS SHALL BE SET ON A SUBGRADE OF 4" MINIMUM THICKNESS OF 1.5" MINIMUM DRAINAGE SAND.

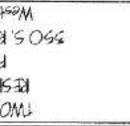
SOIL PROTECTION CHART

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IJM ARCHITECTS
 82 S. La Grange Rd.
 Suite 100
 La Grange, IL 60525
 708-465-9674
 PR
 708-464-4454

**TWO STORY
 RESIDENCE
 FOR
 WESTMONT ILL.
 550 S. Richmond Ave.**

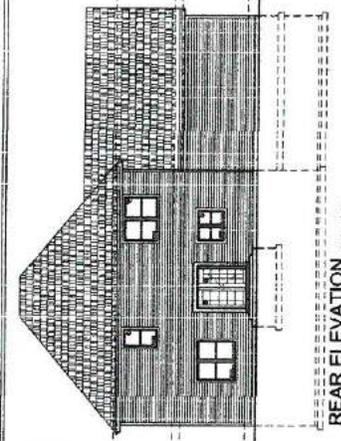
10.2.2015
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 A-1.0



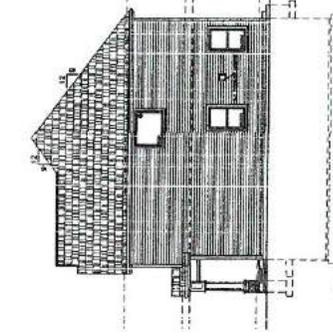
NO.	DATE	DESCRIPTION
1	10.2.2015	ISSUED FOR PERMITS

CERTIFICATION
 I, JAMES WOODRUFF, LICENSED PROFESSIONAL ENGINEER, NO. 00120000, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROJECT HAS BEEN DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES OF THE CITY OF WESTMONT, ILLINOIS.

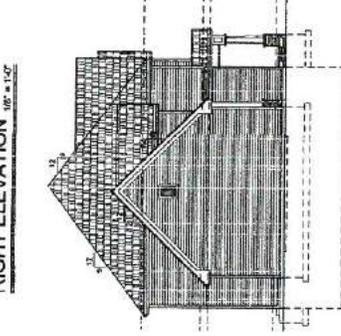
DATE OF SIGNATURE: 10/2/2015
 SIGNATURE: JAMES WOODRUFF
 TITLE: ENGINEER



REAR ELEVATION 1/8" = 1'-0"



RIGHT ELEVATION 1/8" = 1'-0"



LEFT ELEVATION 1/8" = 1'-0"

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WESTMONT, ILLINOIS.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY EXCAVATION WORK.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.
 11. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES ON THE DRAWINGS.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WESTMONT, ILLINOIS.
 13. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
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 19. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.

ROOF LOADS

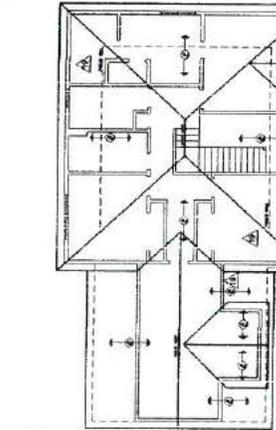
DEAD LOAD	10 PSF
LIVE LOAD	20 PSF
WIND LOAD	AS PER IBC
SEISMIC LOAD	AS PER IBC
ICE LOAD	AS PER IBC

GEOGRAPHIC DESIGN CRITERIA
 DESIGN WIND SPEED - 115 MPH
 DESIGN SEISMIC CATEGORY - B
 DESIGN TEMPERATURE - 0 F



FRONT ELEVATION 1/8" = 1'-0"

GENERAL ROOF NOTES
 1. ALL ROOFING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND ALL APPLICABLE LOCAL ORDINANCES.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING OF ALL DEBRIS AND WASTE MATERIALS.



ROOF PLAN 1/8" = 1'-0"

RAFTER SCHEDULE

1	12" x 12" @ 24" O.C.
2	12" x 12" @ 24" O.C.
3	12" x 12" @ 24" O.C.
4	12" x 12" @ 24" O.C.
5	12" x 12" @ 24" O.C.
6	12" x 12" @ 24" O.C.
7	12" x 12" @ 24" O.C.
8	12" x 12" @ 24" O.C.
9	12" x 12" @ 24" O.C.
10	12" x 12" @ 24" O.C.
11	12" x 12" @ 24" O.C.
12	12" x 12" @ 24" O.C.

SEASONAL NOTES
 1. ALL ROOFING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND ALL APPLICABLE LOCAL ORDINANCES.
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ROOF PLAN

ROOM	AREA (S.F.)	ACTUAL @ RISE	ACTUAL @ SOFFIT
ENTIRE ROOF	1821 S.F.	1818 S.F.	1815 S.F.

APPROVED PLANS SHALL BE ON SITE FOR ALL INSPECTIONS

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IRC, AND ALL APPLICABLE LOCAL ORDINANCES.
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VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF MAY 11, 2016

P/Z 16-006 – Elliott Carpentry, LLC regarding 350 E. Richmond Street, Westmont

Request for a variance to allow relief from the minimum lot area for a single-family residence in the R-3 Single Family Detached Residence District.

***CRITERIA NO. 1:** The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

FINDINGS OF FACT: The property was subdivided in 1973 as a conforming lot, and subsequent Zoning Code amendments by the Village to the minimum lot size requirement made this lot non-conforming in the R-3 District. Without this variance, this lot is unbuildable and the owner could yield any return.

***CRITERIA NO. 2:** The plight of the owner is due to unique circumstances.*

FINDINGS OF FACT: The owner did not subdivide this lot and create this non-conformity. Other lots in the area contain similar lot areas.

***CRITERIA NO. 3:** The variation, if granted, will not alter the essential character of the locality.*

FINDINGS OF FACT: Surrounding properties contain similar lot areas as this property. The proposed house otherwise will conform to all setback and lot coverage requirements. Granting this variance will allow for a development consistent with surrounding properties and which will not adversely impact surrounding properties.

7 The Planning and Zoning Commission agrees with the above findings.

0 The Planning and Zoning Commission does not agree with the above findings.



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

MEETING DATE: October 14, 2015

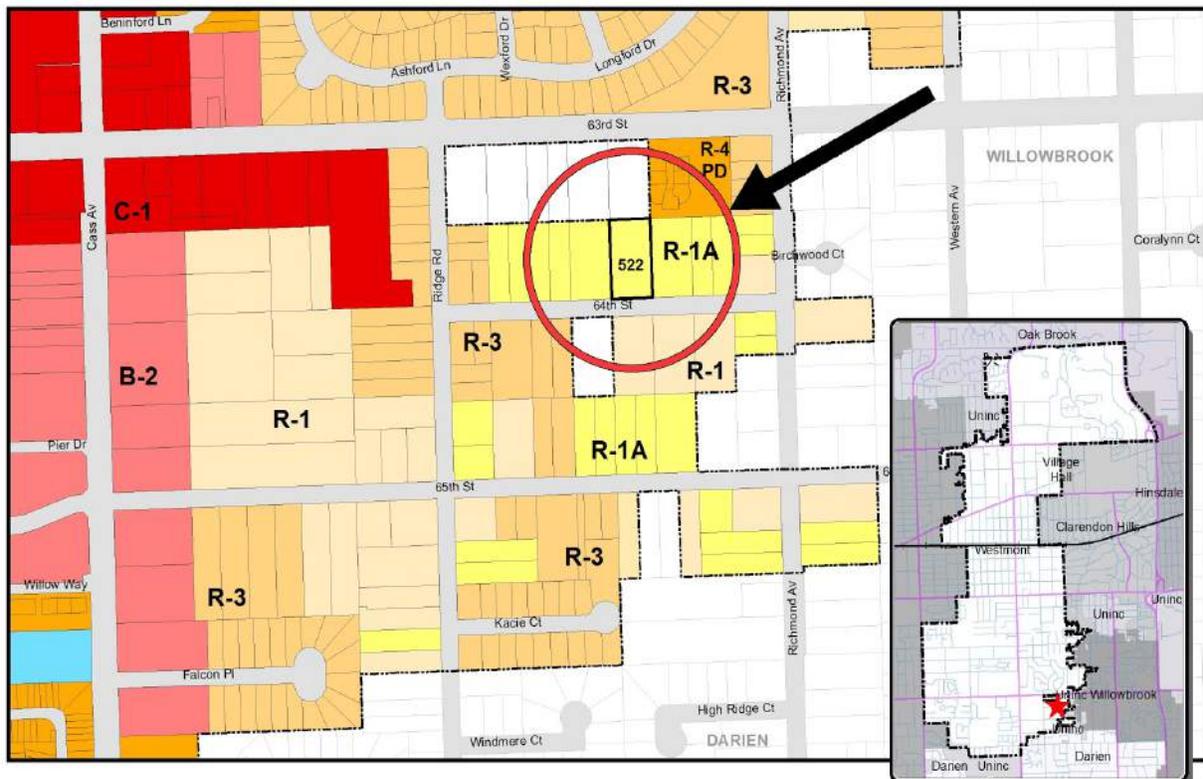
P/Z 15-024

TITLE: Sameer Afsar regarding the residential property located at 522 64th Street, Willowbrook, IL 60527 for the following:

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

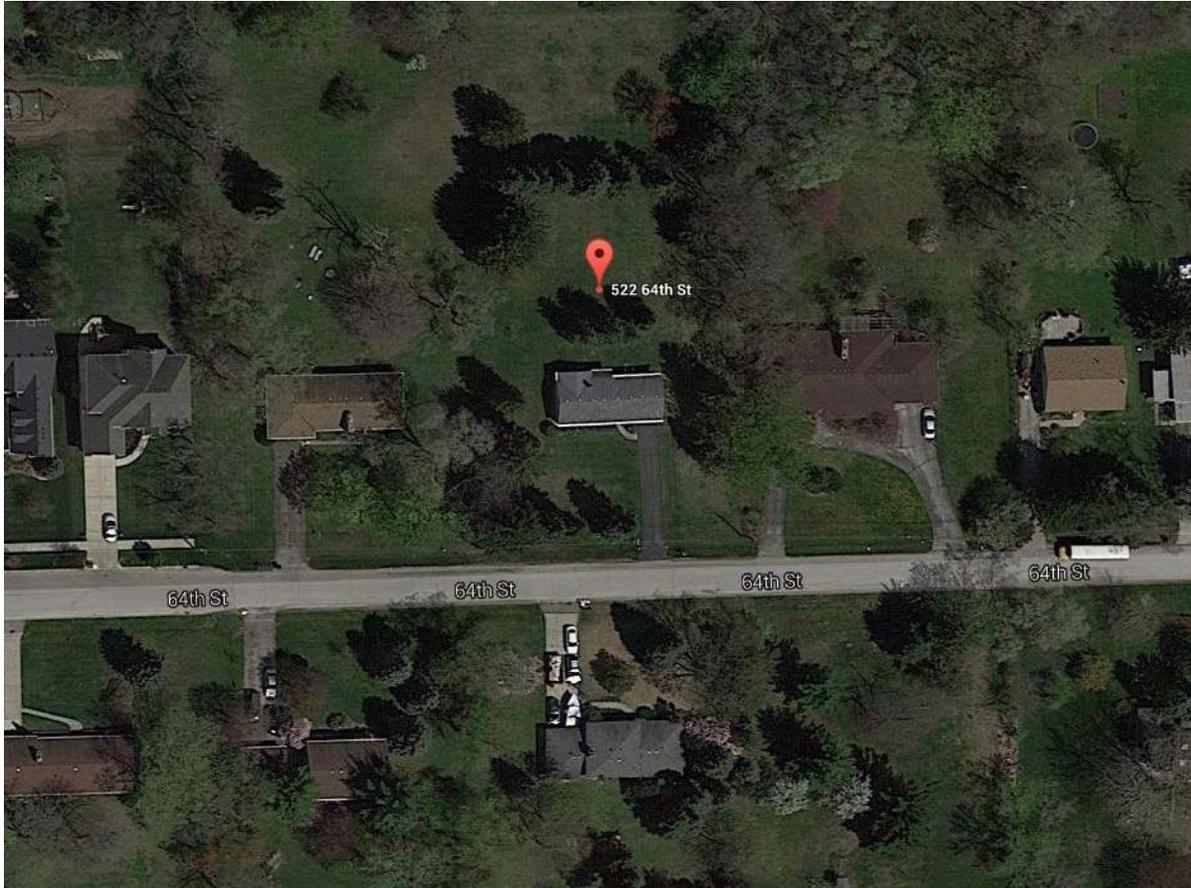
BACKGROUND OF ITEM

The subject lot is located on the north side of 64th Street, midway between Ridge Road and Richmond Avenue. It is Lot 13 in the Highview Estates Resubdivision.



Zoning map - 522 64th Street

Property directly to the north is in unincorporated DuPage county and is single-family. Properties on either side are zoned R-1A Single-Family Detached Residential District. Properties to the south are zoned R-1 Single-Family Detached Residential District.



Aerial view - 522 64th Street

The petitioner wishes to subdivide the existing ~156''x 293' lot (1.05 acres) into two lots of record for the purpose of constructing one new single family home and selling off the second lot for development. The existing home would be demolished as a part of the subdivision. Both lots will have a dedicated easements for stormwater management.



Street view - 522 64th Street

ZONING ANALYSIS

The proposed subdivision is located in the R-1A Single Family Detached Residence District. Eventually, single family homes would be built on both lots. The proposed lots would measure ~78'x ~293' each for resulting lot areas of 22,890 square feet.

Appendix "A" Section 6.04- Bulk and Development Standards in R-1A Single Family District

	Lot Area (min.)	Lot Width (min.)	Front Yard Setback (min.)	Interior Yard Setback (min.)	Rear Yard Setback (min.)
Required	11,250 sf	75'	50'	10' min per side/20% lot width in aggregate (15.6' total)	20% of lot depth (58.6')
Proposed	22,890 sf	77.99'	To be confirmed during permitting.	To be confirmed during permitting.	To be confirmed during permitting.

As proposed, the new lots would meet bulk regulations of the R-1A Single Family Detached Residence District. The two lots would measure more than 22,890 square feet. Under the current 35 percent maximum allowable lot coverage requirement, at least 8,011 square feet of impervious surface coverage could be constructed on each lot.

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

ENGINEERING COMMENTS

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

Fire Safety - Staff recommends the applicant communicate with the Fire Department to coordinate if the existing residential structure can be used for training prior to demolition.

Public Works Synopsis - Public Works Supervisor Noriega's comments are attached for your review. The memo comments include installing a sidewalk, a recapture fee for the watermain, and the forester's comments regarding trees. The stormwater detention comments will be administered by the Planning Engineer.

SUMMARY

The applicant requests preliminary approval to subdivide the subject property from one lot into two lots for the purpose of building two new single family residential homes. The newly proposed lots meet the zoning ordinance bulk regulations for the R-1A Single Family Residential District.

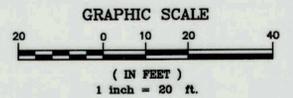
DOCUMENTS ATTACHED

- 1) Agenda publication - September 30, 2015 edition of the Westmont Suburban Life.
- 2) Staff Reviews
 - a) Public Works Supervisor Noriega, dated September 18, 2015
 - b) Planning Engineer Nicoll, dated October 6, 2015
- 3) Application for Planning and Zoning Commission review dated September 11, 2015.
 - a) Plat of survey, prepared by INTECH Consultants, Inc., dated July 29, 2015.
 - b) Preliminary Plat of Subdivision, prepared by INTECH Consultants, Inc., dated September 10, 2015.
 - c) Preliminary ("FINAL ENGINEERING") Engineering Plans prepared by INTECH Consultants, Inc., dated September 10, 2015.

FINAL PLAT OF SUBDIVISION OF 64TH STREET WESTMONT RESUBDIVISION



SCALE: 1" = 20'



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

THIS IS TO CERTIFY THAT [OWNER] IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS 14th DAY OF APRIL, A.D., 2016

BY: SAMEEC AFSAR
SABAH AFSAR

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF Kendall)

I, LINDA L. LOTT, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT SAMEEC AFSAR AND SABAH AFSAR OF SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THIS INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, AS GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS 14th DAY OF APRIL, A.D., 2016

MY COMMISSION EXPIRES 3-16-2020

NOTARY PUBLIC Linda L. Lott

VILLAGE ENGINEER

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____,

VILLAGE ENGINEER

CERTIFICATE OF PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, E. RICHARD, CHAIRMAN OF THE VILLAGE PLANNING AND ZONING

COMMISSION, CERTIFY THAT ON THE _____ DAY OF _____, 20____ THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION.

BY: Edward C. Richard ATTEST: Victoria J. ...
CHAIRMAN SECRETARY

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

VILLAGE CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____,

VILLAGE TREASURER

DU PAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

COUNTY CLERK

DU PAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

RECORDER OF DEEDS

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT, ILLINOIS AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF WESTMONT, INCLUDING, BUT NOT LIMITED TO, COMED, SBC, NICOR, AND COMCAST, AND (FLAGG CREEK RECLAMATION DISTRICT OR DOWNERS GROVE SANITARY DISTRICT) AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR MARKED "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, OPERATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING ELECTRICITY, SOUNDS AND SIGNALS, GAS PIPELINES, WATER PIPELINES, STORM AND SANITARY SEWERS, AND STORMWATER DRAINAGE PATHS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS NECESSARY. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS ON SAID INDICATED EASEMENTS, AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, THAT INTERFERE WITH THE OPERATION OF THE DRAINAGE PATH OR UTILITY, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.

NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SAID EASEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHERE SAID INDICATED EASEMENTS ARE USED BOTH FOR DRAINAGE, SEWERS, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION(S) SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WESTMONT.

STORMWATER MANAGEMENT EASEMENT PROVISIONS

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

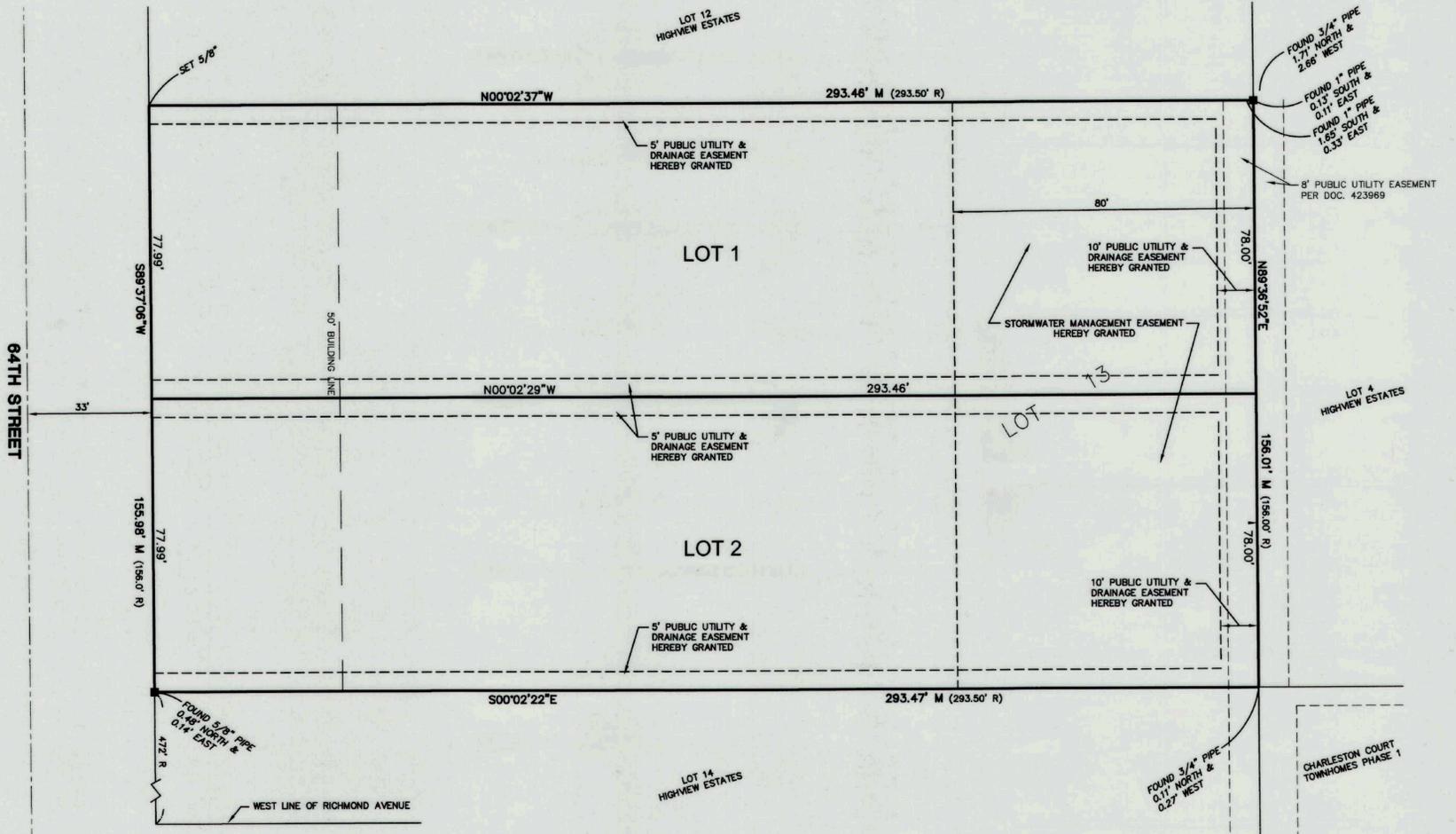
IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER MANAGEMENT AREA EASEMENTS, THE VILLAGE OF WESTMONT AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY, SHALL, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENT, THE EXPENSE THEREOF, INCLUDING ANY ADMINISTRATIVE COSTS, SHALL UPON RECORDATION OF A NOTICE OF LIEN WITHIN SIXTY (60) DAYS OF COMPLETION OF THE WORK, CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORCED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF WESTMONT AND/OR OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND/OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF).

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 522 64TH STREET, WESTMONT, ILLINOIS

LEGEND

- MONUMENT
- CENTER LINE
- - - UNDERLYING LOT LINE
- - - EASEMENT LINE
- SUBDIVISION BOUNDARY LINE/PROPERTY LINE



64TH STREET

WEST LINE OF RICHMOND AVENUE

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

DATED AT Dura Ridge, ILLINOIS, THIS 19th DAY OF APRIL, 2016.

Thomas K. O'Connor
EXECUTIVE DIRECTOR

PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Mark S. Stimac, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF _____

TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS 11th DAY OF APRIL, A.D., 2016.

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

THIS IS TO STATE THAT I, MARK STIMAC, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-2587, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION; ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

LOT 13 OF RESUBDIVISION OF LOTS 1 TO 8 BOTH INCLUSIVE AND LOTS 36 TO 43 BOTH INCLUSIVE OF HIGHVIEW ESTATES BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1941 AS DOCUMENT NUMBER 423969, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER STATE THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTMONT, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY ARTICLE 12, DIVISION 12 OF THE MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER STATE THAT NONE OF THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SITUATED IN ZONE "X" AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DUPAGE COUNTY, ILLINOIS, PANEL NUMBER 17043C0901H, DATED DECEMBER 16, 2004. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

DATED THIS 11th DAY OF APRIL, A.D., 2016.

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

AREA SUMMARY

LOT 1	22,889 S.F. (0.5255 ACRES)
LOT 2	22,889 S.F. (0.5255 ACRES)
TOTAL	45,778 S.F. (1.0509 ACRES)

ABBREVIATIONS

- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- M - MEASURED
- R - RECORD
- S.F. - SQUARE FEET

RETURN RECORDED ORIGINAL TO:
VILLAGE OF WESTMONT
MUNICIPAL SERVICES
31 WEST QUINCY STREET
WESTMONT, IL 60599



REVISED: 4-11-16
REVISED: 12-1-15
PREPARED: 9-10-15

INTECH CONSULTANTS, INC.

1989 UNIVERSITY LANE, SUITE D ENGINEERS - SURVEYORS
LISLE, ILLINOIS 60532
PHONE: 630-964-9656 ILLINOIS REGISTRATION No. 184-001040

SHEET No. 1 of 1 JOB No.: 2015-016

Prepared by and
after recording,
mail to:

John R. Zemenak
Rathje & Woodward, LLC
300 E. Roosevelt Road, #300
Wheaton, IL 60187

FOR RECORDER'S USE

**LICENSE AGREEMENT TO INSTALL STORMWATER AND DRAINAGE
IMPROVEMENTS IN PUBLIC UTILITY AND DRAINAGE EASEMENTS**

THIS LICENSE AGREEMENT TO INSTALL STORMWATER AND DRAINAGE IMPROVEMENTS IN PUBLIC UTILITY AND DRAINAGE EASEMENTS (“Agreement”) is entered into this 10th day of December, 2015, by and between the Village of Westmont, an Illinois municipal corporation (“Village”) and _____, a _____ limited liability company (“Licensee”).

WHEREAS, Licensee is the legal owner of certain real property located at 522 64th Street, Westmont, Illinois (collectively, the “Licensee Property”), which is legally described in **Exhibit “A”** attached hereto; and

WHEREAS, Licensee is proposing to subdivide the Licensee Property into two (2) residential lots, and in order to comply with the DuPage County Stormwater Ordinance and the ordinances of the Village of Westmont, it is necessary for Licensee to provide stormwater detention on Licensee’s Property; and

WHEREAS, there is no economically feasible or convenient manner for Licensee to connect an outlet pipe from this stormwater detention basin on Licensee’s Property to public stormwater facilities in a public right-of-way along 64th Street; and

WHEREAS, Licensee proposes to construct an outlet pipe from the aforesaid stormwater detention basin which will drain stormwater at a restricted rate across a public utility and drainage easement located on adjacent property known as the Charleston Place Townhomes, 1201-1223 Charleston Court, Westmont, Illinois (“Charleston Place Property”), which is legally described in **Exhibit “B”** attached hereto, and into an existing detention basin located on the Charleston Place Property; and

WHEREAS, the Charleston Place Property detention basin is contained within a public utility and drainage easement, has capacity to accommodate stormwater from the Licensee

Property, and drains into an existing public drainage ditch located on the south side of 63rd Street within the public right-of-way; and

WHEREAS, currently, stormwater from the Licensee Property flows overland unabated onto the Charleston Place Property and into the Charleston Place Property detention basin; and

WHEREAS, as a result of this proposed subdivision and stormwater improvements by Licensee, stormwater will be collected on Licensee's Property and released through a 1.25 inch diameter outlet pipe at the restricted rate of 0.105 cubic feet per second at peak flow into the Charleston Place Property detention basin, thus controlling and improving current stormwater flow on both of these properties; and

WHEREAS, the Village maintains public utility and storm water detention easements over a portion of the Charleston Place Property, as set forth in the plat of resubdivision for Charleston Court Townhomes Phase 1, being a resubdivision of Lot 1 in the plat of subdivision for Western Hills Development, and said easements provide for and allow facilities for stormwater management and drainage purposes; and

WHEREAS, the afore-described easements over the Charleston Place Property are referred to herein as the "Easements"; and

WHEREAS, Licensee seeks a license from the Village to install the above-described stormwater line ("Stormwater Line") within the Easements upon the Charleston Place Property which will direct stormwater from the Licensee Property through an underground pipe to the Charleston Place Property detention basin and ultimately into the public stormwater drainage ditch on 63rd Street, as set forth in the plans attached hereto as **Exhibit "C"**; and

WHEREAS, rather than have the Village construct this Stormwater Line at its expense within the Easements and then seek reimbursement from Licensee, the Village desires to grant a license to allow Licensee to construct this Stormwater Line at its expense within the Easements according to the terms and provisions of this Agreement; and

WHEREAS, the grant of license as set forth herein will require Licensee to construct, install, operate, maintain and replace (if needed) this Stormwater Line, to perform required landscape restoration after the installation of and any work upon the Stormwater Line, and will grant rights to the Village to repair or replace the Stormwater Line if Licensee fails to do so, and to charge Licensee for the costs of such repair or replacement work by the Village; and

WHEREAS, the Village has determined that this Agreement will serve the public interest by allowing for the efficient and improved conveyance of stormwater from the Licensee Property at no initial cost to the public, and will further serve the public interest by allowing for the proposed development of the Licensee Property in accordance with applicable stormwater ordinances.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions contained herein and other good and valuable consideration, the mutual sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals stated above are restated and incorporated into this Section 1 as though fully set forth herein.

2. License.

A. The Village grants to Licensee a nonexclusive, perpetual license (the "License") allowing Licensee, and anyone working on behalf of Licensee, to enter upon the Easements located on the Charleston Place Property for the purpose of necessary and appropriate construction work to construct the Stormwater Line and to allow stormwater from Licensee's Property to flow within this Stormwater Line into the stormwater detention basin located with the Easements on the Charleston Place Property. This License shall be subject to all terms of this Agreement, and shall be subject to all existing utilities and drainage improvements located within the Easements, if any.

B. This grant of License also allows Licensee, and anyone working on behalf of Licensee, to enter upon the Easements for the purpose of necessary and appropriate maintenance of the Stormwater Line within the Easements and restoration of the Easements after such construction and/or maintenance.

C. All construction and maintenance work by Licensee, and anyone working on behalf of Licensee, pursuant to this License shall be performed in a good and workmanlike manner. Pathways shall restore the Easements to their original condition upon completion of all construction and maintenance work within the Easements.

D. This License is limited in scope to the uses and purposes set forth in this Section 2 and otherwise set forth in this Agreement. Licensee may not perform any other activities within the Easements, may not enter upon the Easements for any other purposes and activities except for those set forth in this Agreement, and may not expand the size or scope of the Easements.

E. Under no circumstances does this License permit or authorize Licensee, or anyone acting on behalf of Licensee, to enter upon any portion of the Charleston Place Property not contained within the Easements, except to the extent required to obtain access to the Easements. All construction and maintenance work by Licensee shall be performed solely within the Easements.

F. All construction, maintenance, restoration and repair of the Stormwater Line shall be performed by Licensee at its sole expense.

G. Licensee shall not remove or disconnect the Stormwater Line within the Easements without the written authorization of the Village or as otherwise provided in this Agreement.

3. Maintenance Obligation. Once constructed, and as a condition of this License, Licensee shall continually maintain the Stormwater Line within the Easements on the Charleston Place Property in good working order and for its intended purpose and in accordance with the permit and construction/maintenance standards set forth in Section 4 of this Agreement. Upon written notice to Licensee by the Village stating in general terms how and in what manner maintenance is required, Licensee shall be required to perform such maintenance in a timely manner. After performing any construction and/or maintenance work within the Easements related to the Stormwater Line, Licensee is required to restore the Easements to their condition prior to such construction and/or maintenance, with such restoration work to be performed according to the standards for maintenance set forth in this Agreement.

4. Permits and Construction/Maintenance Standards. Licensee shall obtain all necessary and required permits from the Village and any other governmental body or agency having jurisdiction over the work prior to performing any construction and maintenance work as permitted by this Agreement within the Easements. Additionally, all construction and maintenance work performed by Licensee shall be performed in accordance with all codes, ordinances, regulations and policies of the Village, including obtaining and keeping in effect, as necessary, all required licenses, bonds and permits. The Village shall have sole discretion, which shall be exercised in a reasonable and non-discriminatory manner, regarding the quality of the construction, maintenance and restoration by Licensee under this Agreement, including the appropriate size of and connections for the Stormwater Line.

5. [Left intentionally blank.]

6. Additional Consideration. In addition to the consideration otherwise set forth in this Agreement, Licensee agrees to pay the Village a one-time license fee of \$10.00, the receipt of which is hereby acknowledged by the Village.

7. Failure to Maintain. In addition to any other remedies set forth in this Agreement or otherwise available at law or equity, the Village retains the right to perform all necessary maintenance and restoration to the Stormwater Line located within the Easements upon the failure of Licensee to perform such maintenance and/or restoration after notice from the Village as set forth in this Agreement. In the event that the Village performs such maintenance and/or restoration, the entire cost of such maintenance and/or restoration shall be borne solely by Licensee. Licensee covenants and agrees to reimburse the Village for any such maintenance and/or restoration. In addition to all other remedies set forth in this Agreement and otherwise available to the Village at law or equity, the Village may place a lien on the Licensee Property for the costs of such maintenance and/or restoration work.

8. Termination. This Agreement may be terminated by the Village upon thirty (30) days written notice to Licensee due to a default of any term or condition of this Agreement,

unless said default is cured by Licensee within said thirty (30) day period (provided that in the event such default cannot be cured within a thirty (30) day period, Licensee shall have a reasonable period of time to cure such default), or unless immediate termination is required due to an immediate threat to the public health and safety. In the event of the termination of this Agreement, the Village shall record a notice of termination with the DuPage County Recorder, DuPage County, Illinois. In the event of termination of this Agreement for any reason, Licensee shall not be entitled to a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to reimbursement for any costs or expenses incurred as a result of this Agreement, or compensation of any kind.

9. No Interest In Easements. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Easements or any public right-of-way or public utility. The Village retains all of its rights under the Easements, and this Agreement merely grants to Licensee the personal privilege to use the Easements throughout the term of this Agreement. This Agreement shall in no event be construed to create an assignment coupled with an interest in favor of Licensee, regardless of the expenditure of money, time and labor by Licensee on or within the Easements. Any expenditure of time, money or labor by Licensee on or in the Easements pursuant to this Agreement shall be at Licensee's own risk and peril.

10. Removal of Improvements. Any other provision in this Agreement to the contrary notwithstanding, in the event the Village determines that the installation, repair or replacement of utilities or public improvements in the Easements can only be accomplished by the temporary removal of the Stormwater Line, the Village will notify Licensee in writing and Licensee shall promptly remove on a temporary basis, at its own sole cost and expense, the Stormwater Line from the Easements. Provided, however, the Village agrees to use reasonable efforts to coordinate the removal of the Stormwater Line in a manner that will permit the continued use and occupancy of the Licensee Property. If Licensee fails to cause the removal, replacement and/or restoration as required by this section, the Village shall have the right to cause such removal, replacement and/or restoration at no cost or liability to the Village. Licensee covenants and agrees to reimburse the Village for such removal, replacement and/or restoration. In addition to all other remedies set forth in this Agreement and otherwise available to the Village at law or equity, the Village may place a lien on the Licensee Property for the costs of such removal, replacement and/or restoration work.

11. Indemnification. The Village shall in no way be liable for loss of or damage to the Licensee Property, the Easements, the Charleston Place Property or to any improvements or property located thereon, which may be damaged, destroyed or stolen in any way during the performance of the duties and obligations set forth in this Agreement by Licensee. Licensee hereby indemnifies and holds harmless the Village, its elected officials, officers, agents, servants and employees from and against any and all such claims, whether arising in tort, contract, or any other legal theory. Such indemnification shall include the Village's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this section shall survive any termination and/or expiration of this Agreement.

12. Binding Effect. This Agreement and all of its obligations shall be deemed and taken to be covenants running with the land and shall be binding upon Licensee and its successors, heirs and assigns, and the Licensee Property. Upon transfer of the Licensee Property or any part thereof, the obligations of Licensee under this Agreement shall become the obligations of the transferee and any successor transferee.

13. Recording. This Agreement shall be recorded against the Licensee Property by the Village, at Licensee's expense, with the DuPage County Recorder of Deeds.

14. Litigation. Any legal action between the parties regarding this Agreement shall be filed in DuPage County, Illinois (either the DuPage County Circuit Court, Wheaton, Illinois or any permissible branch or field court) and shall be governed by Illinois law. If the Village substantially prevails in any legal action against Pathway to enforce the terms of this Agreement, the Village shall be entitled to recover its reasonable attorneys' fees and court costs, as well as any accrued interest at the prevailing statutory rate on any monies paid by the Village pursuant to this Agreement.

15. Severability. The terms of this Agreement shall be severable. In the event any of the terms or provisions or sections or subsections of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

16. No Lease or Business Venture. This Agreement shall not be construed so as to create a lease, joint venture, partnership, employment or other agency relationship between the parties hereto.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly-authorized written instrument executed and duly approved by the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

VILLAGE OF WESTMONT, an Illinois municipal corporation

By: _____
Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymski, Village Clerk

_____, a _____

By: _____

Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LICENSEE PROPERTY

LOT 13 OF RESUBDIVISION OF LOTS 1 TO 8 BOTH INCLUSIVE AND LOTS 36 TO 43 BOTH INCLUSIVE OF HIGHVIEW ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1941 AS DOCUMENT 423969, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-22-102-014

More Common Location: 522 64th Street, Willowbrook, Illinois 60527

EXHIBIT "B"

LEGAL DESCRIPTION OF CHARLESTON PLACE PROPERTY

LOTS 1 THROUGH 7 AND COMMON AREA IN CHARLESTON COURT TOWNHOMES PHASE 1, BEING A RESUBDIVISION OF LOT 1 IN PLAT OF SUBDIVISION FOR WESTERN HILLS DEVELOPMENT, A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CHARLESTON COURT TOWNHOMES PHASE 1, RECORDED DECEMBER 20, 2007 AS DOCUMENT R2007-223131, IN DUPAGE COUNTY, ILLINOIS.

PINS: 09-22-102-038, 09-22-102-039, 09-22-102-040, 09-22-102-041, 09-22-102-042, 09-22-102-043, 09-22-102-044, 09-22-102-045,

More Common Locations: 1201 Charleston Court, Westmont, Illinois 60559
1205 Charleston Court, Westmont, Illinois 60559
1209 Charleston Court, Westmont, Illinois 60559
1211 Charleston Court, Westmont, Illinois 60559
1215 Charleston Court, Westmont, Illinois 60559
1219 Charleston Court, Westmont, Illinois 60559
1223 Charleston Court, Westmont, Illinois 60559

EXHIBIT "C"

DEPICTION OF STORMWATER LINE WORK



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

MEETING DATE: May 11, 2016

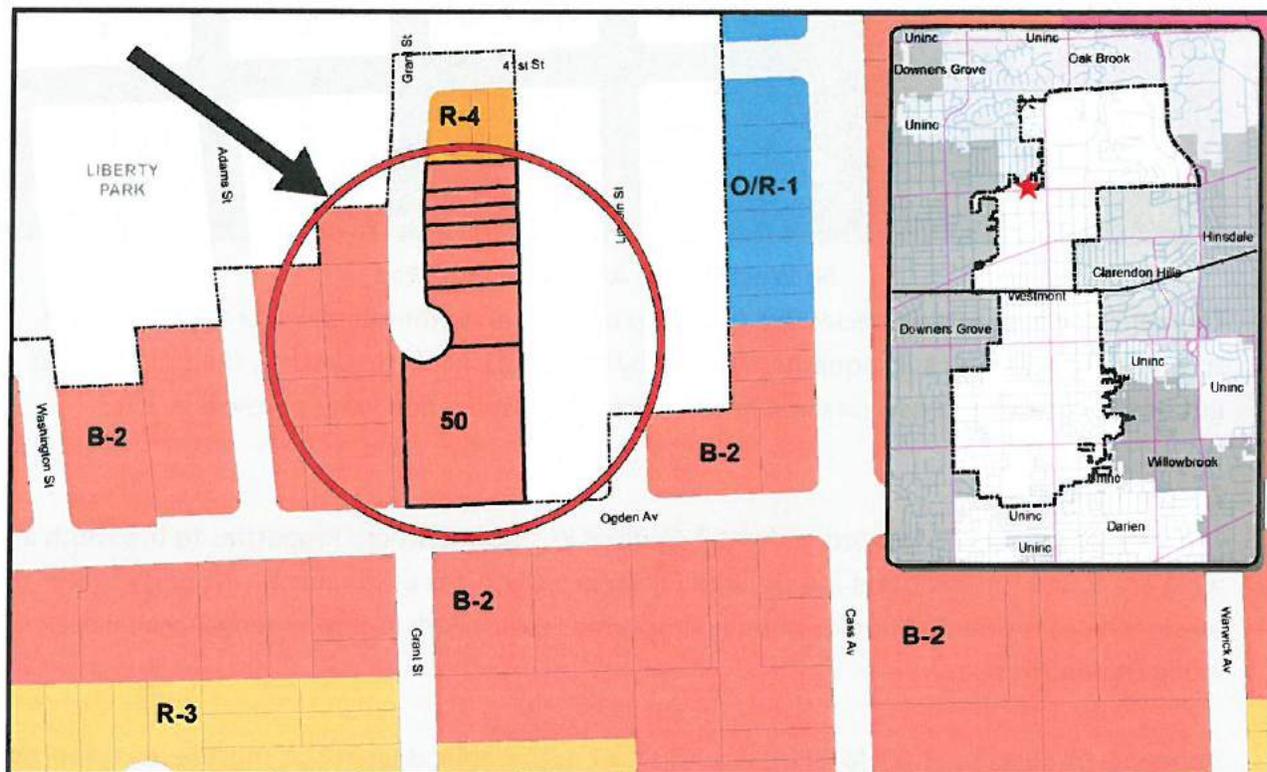
P/Z 16-009

TITLE: TESLA Motors regarding the property located at 50 West Ogden Avenue, Westmont, IL 60559 for the following:

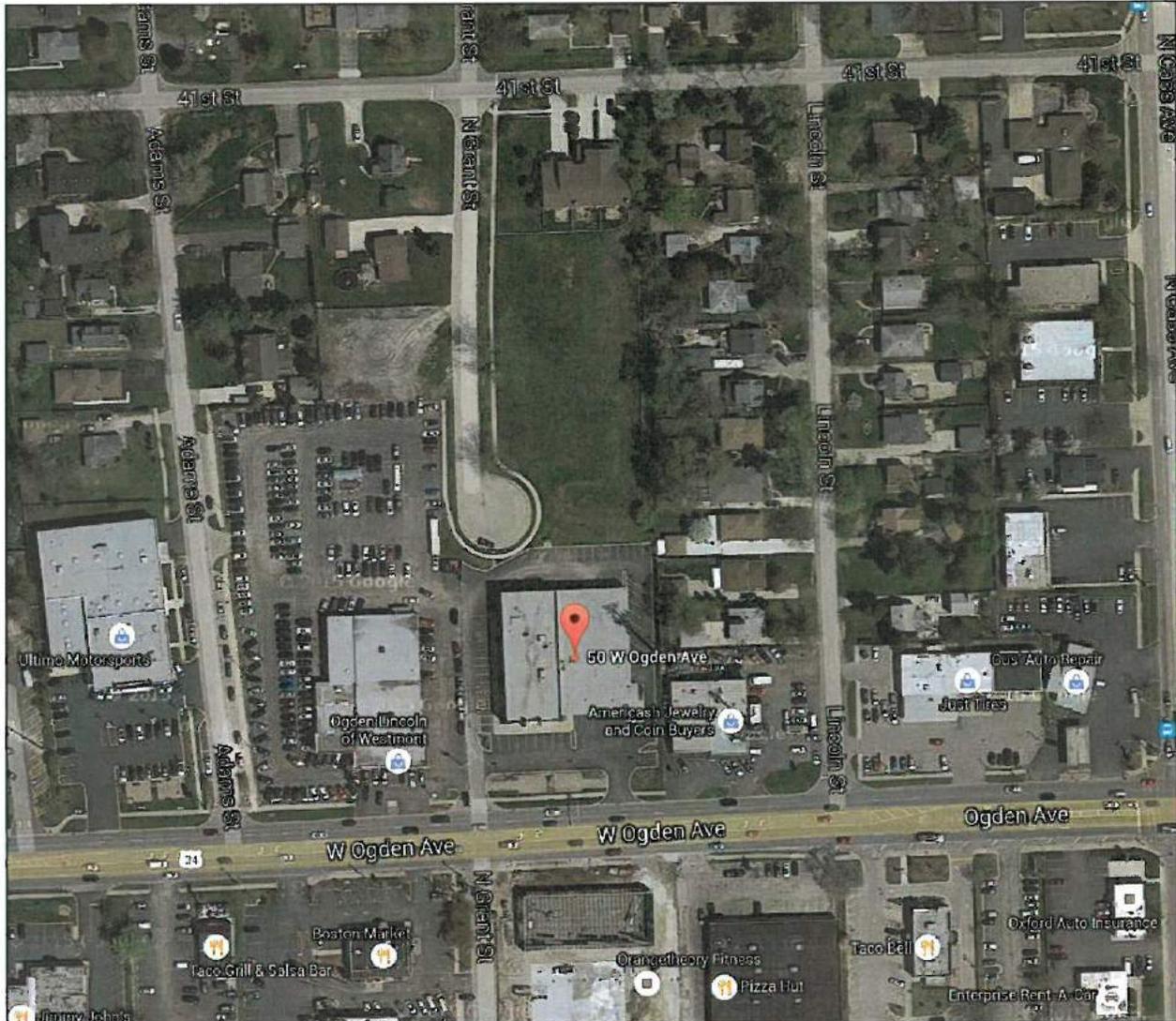
- (A) Special Use Permit request to operate an automobile dealership in the B-2 General Business District.

BACKGROUND OF ITEM

The subject properties are located north of West Ogden Avenue midway between Lincoln and Adams Streets. The subject properties are currently composed of 8 separate lots and a recently vacated portion of right-of-way, which are in the process of consolidating into one encompassing lot. Previous to this request, the preliminary consolidation had been approved by the Village Board in September of 2014 with the previous owner.



50 West Ogden Avenue Zoning Map



50 West Ogden Avenue Aerial Map

The applicant requests a Special Use permit to operate an automobile dealership at this site. Having been built and subsequently vacated by the local Lincoln dealership, the property has not been actively used as a dealership since the lot consolidation was approved in 2013.

ZONING ANALYSIS

The subject property is located in the B-2 General Business District. Properties to the south and west are zoned similarly, and R-4 General Residence District is to the north. Property to the west includes residential homes in unincorporated Liberty Park and commercial properties along Ogden Avenue.

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



50 West Ogden Avenue looking east



50 West Ogden Avenue looking west

Comprehensive Plan and Economic Development

The Comprehensive Plan designated this area as a portion of the Ogden Avenue Subarea, and is highlighted in the West Gateway Character District. This district states that development should respect adjacent residential neighborhoods by installing proper buffers/screening. Additionally, it describes that the area's best opportunities for significant reinvestment would be realized through lot acquisition/consolidation to create larger projects with a more substantial impact on the existing character. The establishment of a dealership to perpetuate the previous consolidation approvals will subsequently benefit the corridor and adhere to the comprehensive plan.

The current approved site plan for the development has been included as a reference. The plan reflects comprehensive plan requirements of landscape buffering, adequate fencing and screening, and proper stormwater management to serve the site. Final engineering/final subdivision plans are currently under review, and are anticipated to be considered for approval concurrent with the special use request.



Adjacent vacant lots that will be redeveloped with parking, buffer landscape, and detention

SPECIAL USE PERMIT

A Special Use Permit is requested for an automobile sales dealership 50 West Ogden Avenue. The petitioner must satisfactorily establish the 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 has stated that the previously approved Site and Landscaping Plan is sufficient to satisfy the screening standard and implementation of the plan will be completed as a part of the necessary site improvements.

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.

SUMMARY

The applicant seeks approval of a special use permit in order to operate an automobile dealership in the B-2 General Business District.

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 April 27, 2016 edition of the Westmont Progress.
2. Approved Site and Landscaping Plan as approved May 01, 2014.
3. Application for special use, with associated application materials, dated April 08, 2016.
 - a. Civil Site Plan, prepared by Jacob & Hefner Associates, dated April 08, 2016.
 - b. Landscape Plan, prepared by Jarrard Design, dated April 08, 2016.
 - c. Site Photometric Plan, prepared by Norr Architecture, dated April 08, 2016.
 - d. Final Plat of Grant Street Resubdivision, prepared by WMA Land Surveying, dated October 21, 2013.
 - e. Architectural Plans and Elevations, undated.

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

**LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION AGENDA
NOTICE OF PUBLICATION**

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, May 11, 2016 at 7:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider a request from TESLA Motors regarding the property located at 50 West Ogden Avenue, Westmont, IL 60559 for the following:

- (A) Special Use Permit request to operate an automobile dealership in the B-2 General Business District.

Legal Description:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN GRANT STREET DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF LOTS 15, 16, 17, 18, 19, AND 20, IN BLOCK "D" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 2005 AS DOCUMENT NO. R2005-044856 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 4, 2005 AS DOCUMENT NO. R2005-247290, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF GRANT STREET ADJACENT TO LOTS 1 THROUGH 8 IN GRANT STREET DEVELOPMENT SUBDIVISION WHICH LIES SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2015 AS DOCUMENT R2015-015838, IN DUPAGE COUNTY, ILLINOIS.

More Common Location: 50 West Ogden Avenue, Westmont, IL 60559
PINs: 09-04-221-024, 09-04-221-025, 09-04-221-026, 09-04-221-027,
 09-04-221-028, 09-04-221-029, 09-04-221-030, 09-04-221-033

Village Code(s) Applicable: Appendix "A", Section 7.03(A)(8)(d)
 Appendix "A", Section 7.04
 Appendix "A", Section 13.09

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting. All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION - Ed Richard Chairperson

April 27, 2016
 Westmont Suburban Life 1181557

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

**LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION AGENDA
NOTICE OF PUBLICATION**

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, May 11, 2016 at 7:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider a request from Angela Yuan regarding the property located at 5933 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request to permit a home occupation sign in the R-3 Single Family Detached Residence District.
- (B) Zoning Code Variance request for relief from the maximum allowable sign size in the R-3 Single Family Detached Residence District.

Legal Description:

LOT 5 IN BOCIAN'S RESUBDIVISION OF LOT 16 (EXCEPT THE NORTH 117.0 FEET THEREOF) IN BRANIGAR BROTHERS' 55TH STREET FARMS A SUBDIVISION OF THE NORTH WEST QUARTER (EXCEPT SCHOOL LOT) OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BOCIAN'S RESUBDIVISION RECORDED MAY 18, 1956 AS DOCUMENT 80087, IN DU PAGE COUNTY, ILLINOIS.

More Common Location: 5933 South Cass Avenue, Westmont, IL 60559
PIN: 09-15-300-010

Village Code(s) Applicable: Appendix "A", Section 6.01 (A)(2)
 Appendix "A", Section 11.14 (a)(1)
 Appendix "A", Section 13.07

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

news and weather email & text alerts
 can Life morning update in your inbox
mysuburbanlife.com/subscribe

PUBLIC NOTICES

**PUBLIC NOTICE
WESTMONT
COMMISSION AGENDA**

at its regular meeting on Wednesday, May 11, 2016 at 7:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, IL 60559.

located at 230 South Cass Avenue, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) in the R-4 General Residence District; increase in the maximum allowable density in the R-4 General Residence District; increase in the maximum allowable lot coverage in the R-4 General Residence District; increase in the maximum allowable lot area in the R-4 General Residence District.

located at 350 East Richmond Street, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) for a dwelling in the R-3 Single Family Detached Residence District; increase in the maximum allowable lot coverage for a dwelling in the R-3 Single Family Detached Residence District.

located at South Cass Avenue, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) in the R-3 Single Family Detached Residence District; increase in the maximum allowable lot coverage in the R-3 Single Family Detached Residence District.

located at South Cass Avenue, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) of a building addition in the B-1 Limited Business District; increase in the maximum allowable lot coverage in the B-1 Limited Business District.

located at West Ogden Avenue, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) in the B-2 General Business District; increase in the maximum allowable lot coverage in the B-2 General Business District.

located at J.T. Manning Elementary School, located at 200 West Ogden Avenue, Westmont, IL 60559 for the following: increase in the maximum allowable floor area ratio (FAR) in the R-3 Single Family Detached Residence District; increase in the maximum allowable lot coverage in the R-3 Single Family Detached Residence District.

Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.



VILLAGE OF WESTMONT
COMMUNITY DEVELOPMENT DEPARTMENT
630-981-6267

Office Use Only

Applicant #: _____
 Submission Date: 02/08/2016
 Title: PZ 16-009

APPLICATION FOR:

- | | |
|--|--|
| <input type="checkbox"/> Annexation/Pre-Annexation Hearing | <input type="checkbox"/> Appeal from Decision of Zoning Official |
| <input type="checkbox"/> Map Amendment | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Right-of-Way Dedication | <input type="checkbox"/> Site/Landscaping Plan |
| <input checked="" type="checkbox"/> Special-Use Permit | <input type="checkbox"/> Subdivision/Consolidation/Lot Split (Preliminary) |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Zoning Variation /Land Development Code Variance |

DESCRIPTION OF SITE:

Common Description (Street Address): 50 W. OGDEN AVENUE
09-04-221-024 to
 PIN Number: 09-04-221-031 Current Zoning and Land Use: B-2 GENERAL BUSINESS
 Existing Structures & Signs: FORMER FULL-SERVICE AUTO DEALERSHIP
(SALES & SERVICE PREVIOUSLY ALLOWED)
 Significant natural amenities (slope, vegetation, water bodies, floodplain, and other development restrictions):

PETITIONER INFORMATION:

Petitioner (and corporation if applicable): TESLA MOTORS
 Address: 44500 FREMONT BLVD, FREMONT, CA 94538
 Phone: 206-321-8368 Email: EMWOODS@TESLAMOTORS.COM
 Relationship of Petitioner to Property: POTENTIAL LESSEE

PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):

Property owner (s) (and corporation if applicable) (list all beneficiaries of Trust): _____
 Address: _____
 Phone: _____ Email: _____

VILLAGE OF WESTMONT
 *** CUSTOMER RECEIPT ***
 DATE: 04/15/16 TIME: 15:17:22

DESCRIPTION	PAY CD	AMOUNT
ZSF-ZONE/SUBDIVN 50 W OGDEN	CK 175922	350.00
TOTAL AMOUNT DUE		350.00
AMOUNT TENDERED		350.00
CHANGE DUE		.00

TRANS #: 47 CASHIER CODE: 6N2
 BATCH #: C168415 REGISTER ID: 002

PAID
 APR 15 2016
 BY: Yd

Attorney: _____

Phone: _____ Email: _____

Engineer: Jacob + Hefner / Ryan Blocker PE

Phone: 630-652-4630 Email: Rblocker@jacobandhefner.com

Architect: CAULSON ZTKL / MATTHEW USBECK

Phone: 212-354-9240 Email: MATTHEW@USBECK@CAULSONZTKL.COM

Landscape Architect: Jarrard Design / Dennis Jarrard

Phone: 248-212-4920 Email: Dennis@jarrarddesign.com

Each Applicant is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Planning and Zoning Commission and Village Board. Should this be an application for a parking variance in the B-1 Limited Business District, the applicant acknowledges that Ordinance No. 10-57 requires the payment of a cash-in lieu fee for waived parking spaces.

The undersigned request(s) approval of this petition and further certify(ies) on oath that the information contained herein and in all documents submitted in support hereof, is true and correct to the best of my/our knowledge and belief. By signing below, the applicant and/or property owner grant express permission to Village of Westmont staff and officials to inspect the premises as necessary in relation to this application.

By signing below, the applicant and/or property owner acknowledges that the *submittal fees are non-refundable*.

PETITIONER SIGNATURE:

Type or print name: EMILY WOODS (TESLA MOTORS)

Signature: *Emily Woods*

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 6 DAY OF APRIL, 2016

Notary Public: See Attached California Notary Acknowledgment

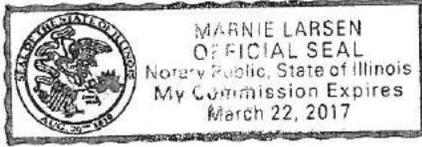
OWNER SIGNATURE:

Type or print name: SDG Westmont LLC

Signature: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 16 DAY OF April, 2016

Notary Public: *Marnie Larsen*





Village of Westmont
Community Development Department
31 West Quincy Street
Westmont, Illinois 60559

04.06.2016

RE: Special-Use Permit for Service Center and Showroom in Westmont

To whom it may concern:

We are applying for a special use permit for an automotive service and sales facility for a potential future location at **50 W. Ogden Avenue**.

We affirm that our proposed facility will comply with the Village of Westmont's special use standards, and conform to the applicable regulations of the district in which it is located.

Our proposed use requires a special permit in compliance with Special Condition Code No. 7.04-7;

Such special use may be permitted provided 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.

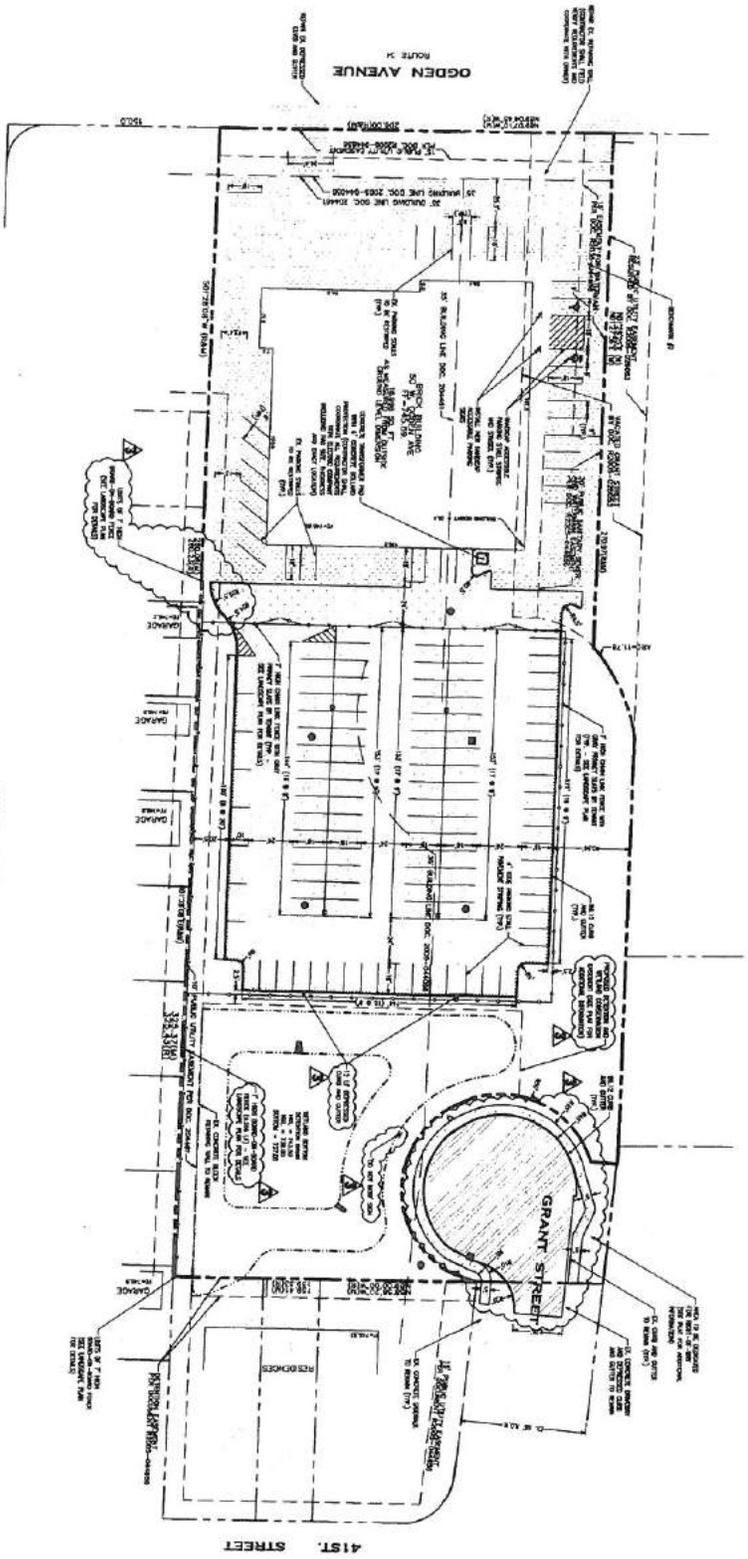
To this end, we will provide a 7' high fence around our proposed parking area as shown on the site plan.

Thank you,

A handwritten signature in black ink, appearing to read "Emily Woods".

Emily Woods

Design Manager



GEOMETRIC NOTES

1. ALL DIMENSIONS ARE REPORTED FROM FACE OF CURB OR CENTER LINE OF BUILDING UNLESS OTHERWISE NOTED.
2. ALL CURB AND WALK LAYOUTS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
3. DIMENSIONS SHALL COMPLY WITH ALL CITY REQUIREMENTS.
4. ALL DIMENSIONS SHALL COMPLY WITH ALL CITY REQUIREMENTS UNLESS OTHERWISE NOTED.
5. CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.

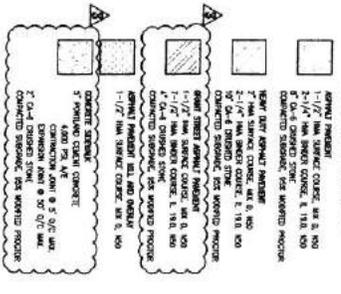
SITE DATA TABLE

ITEM	DESCRIPTION	QUANTITY
1	2x6 JOISTS	120 JOISTS
2	8-2 EXISTING EXISTING DRIVEWAY	2 DRIVEWAYS
3	CONCRETE DRIVEWAY	1 DRIVEWAY
4	CONCRETE DRIVEWAY	1 DRIVEWAY
5	CONCRETE DRIVEWAY	1 DRIVEWAY
6	CONCRETE DRIVEWAY	1 DRIVEWAY
7	CONCRETE DRIVEWAY	1 DRIVEWAY
8	CONCRETE DRIVEWAY	1 DRIVEWAY
9	CONCRETE DRIVEWAY	1 DRIVEWAY
10	CONCRETE DRIVEWAY	1 DRIVEWAY

CURB LEGEND

- 1. 18" CURB AND GUTTER
- 2. 18" CURB AND GUTTER
- 3. 18" CURB AND GUTTER
- 4. 18" CURB AND GUTTER

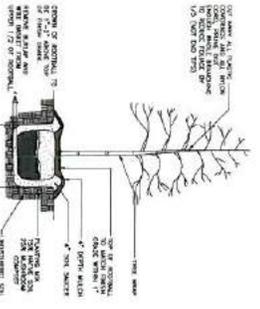
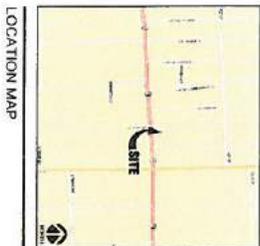
PARTICIPANT LATCH LEGEND



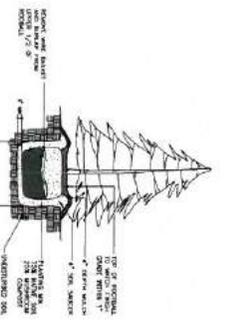
NOTES

1. REFER TO THE DIMENSIONAL CONTROL AND PAVING PLAN FOR DIMENSIONS AND FINISHES.
2. REFER TO THE DIMENSIONAL CONTROL AND PAVING PLAN FOR DIMENSIONS AND FINISHES.
3. REFER TO THE DIMENSIONAL CONTROL AND PAVING PLAN FOR DIMENSIONS AND FINISHES.
4. REFER TO THE DIMENSIONAL CONTROL AND PAVING PLAN FOR DIMENSIONS AND FINISHES.

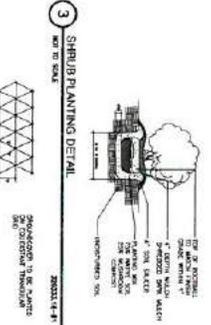
<p>JACOB & HEFNER ASSOCIATES 1111 S. WASHINGTON ST. SUITE 200, WESTMONT, ILLINOIS 60185 TEL: 630-331-1111 FAX: 630-331-1112 WWW.JACOBANDHEFNER.COM</p>	<p>DIMENSIONAL CONTROL AND PAVING PLAN</p> <p>PARKING LOT EXPANSION</p> <p>SHOREWOOD DEVELOPMENT GROUP</p> <p>WESTMONT, ILLINOIS</p>		<table border="1"> <tr> <td>3</td> <td>Village Re-submission</td> <td>4/20/16</td> </tr> <tr> <td>2</td> <td>Permit Set</td> <td>2/23/16</td> </tr> <tr> <td>1</td> <td>Client Review</td> <td>2/11/16</td> </tr> <tr> <td>No.</td> <td>Description</td> <td>Date</td> </tr> </table>	3	Village Re-submission	4/20/16	2	Permit Set	2/23/16	1	Client Review	2/11/16	No.	Description	Date
	3	Village Re-submission	4/20/16												
2	Permit Set	2/23/16													
1	Client Review	2/11/16													
No.	Description	Date													
<p>F026b</p> <p>1" = 30'</p> <p>C3</p>															



1 TREE PLANTING DETAIL



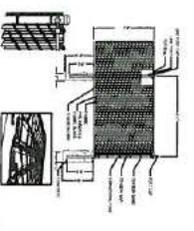
2 EMERGENCY TREE PLANTING DETAIL



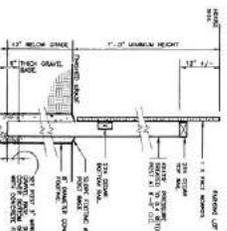
3 SHRUB PLANTING DETAIL



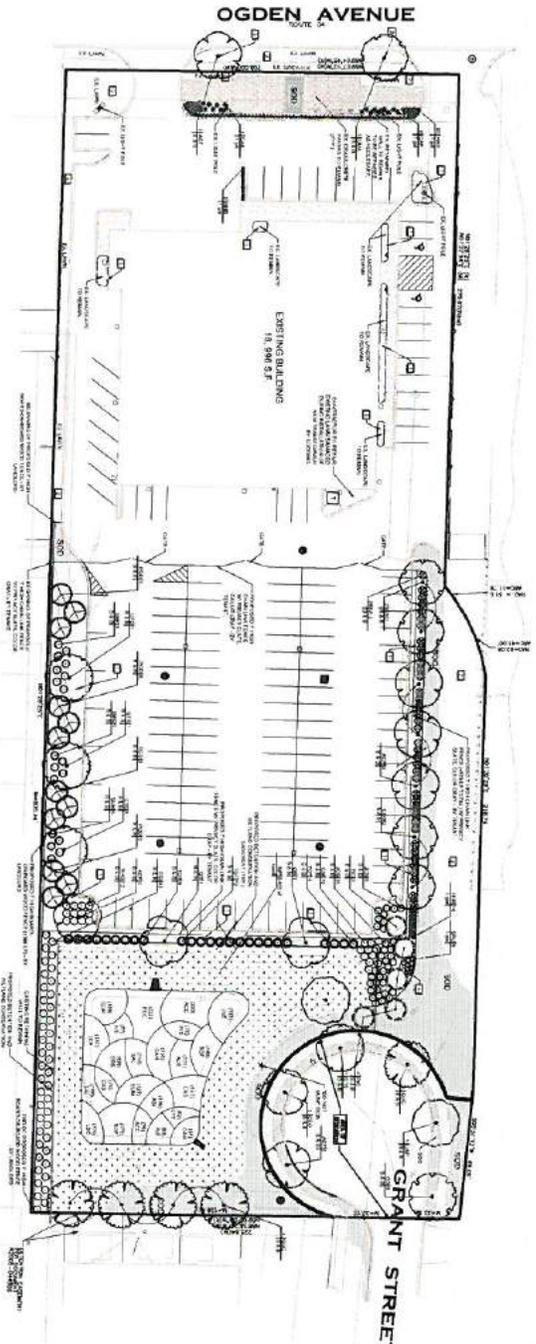
4 GROUND COVER PLANTING DETAIL



5 CONCRETE FENCE W/ PRIVACY SLATS



6 BOARD ON BOARD WOOD FENCE



LANDSCAPE PLAN

MISC PRUNING SCHEDULE

PLANT	PRUNING	REMARKS
ALL TREES	ANNUAL	PRUNE TO MAINTAIN HEALTH AND SHAPE
ALL SHRUBS	ANNUAL	PRUNE TO MAINTAIN HEALTH AND SHAPE
ALL PERENNIALS	ANNUAL	PRUNE TO MAINTAIN HEALTH AND SHAPE

EMERGENCY PLUG MIX

PLANT	PLUG MIX	REMARKS
ALL TREES	EMERGENCY PLUG MIX	PLUG MIX FOR EMERGENCY PLANTING
ALL SHRUBS	EMERGENCY PLUG MIX	PLUG MIX FOR EMERGENCY PLANTING
ALL PERENNIALS	EMERGENCY PLUG MIX	PLUG MIX FOR EMERGENCY PLANTING

NOTES

1. CONSULT WITH THE ARCHITECT FOR ANY SPECIAL REQUIREMENTS.
2. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE IRLA STANDARD PRACTICES.
3. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE IRLA STANDARD PRACTICES.

PLANT SCHEDULE

| PLANT |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

REFERENCE NOTES SCHEDULE

NOTE	REFERENCE	REFERENCE
1	2	3

shoredwood
L1.0

WESTMONT, ILLINOIS
50 W. OGDEN AVENUE
#20160002

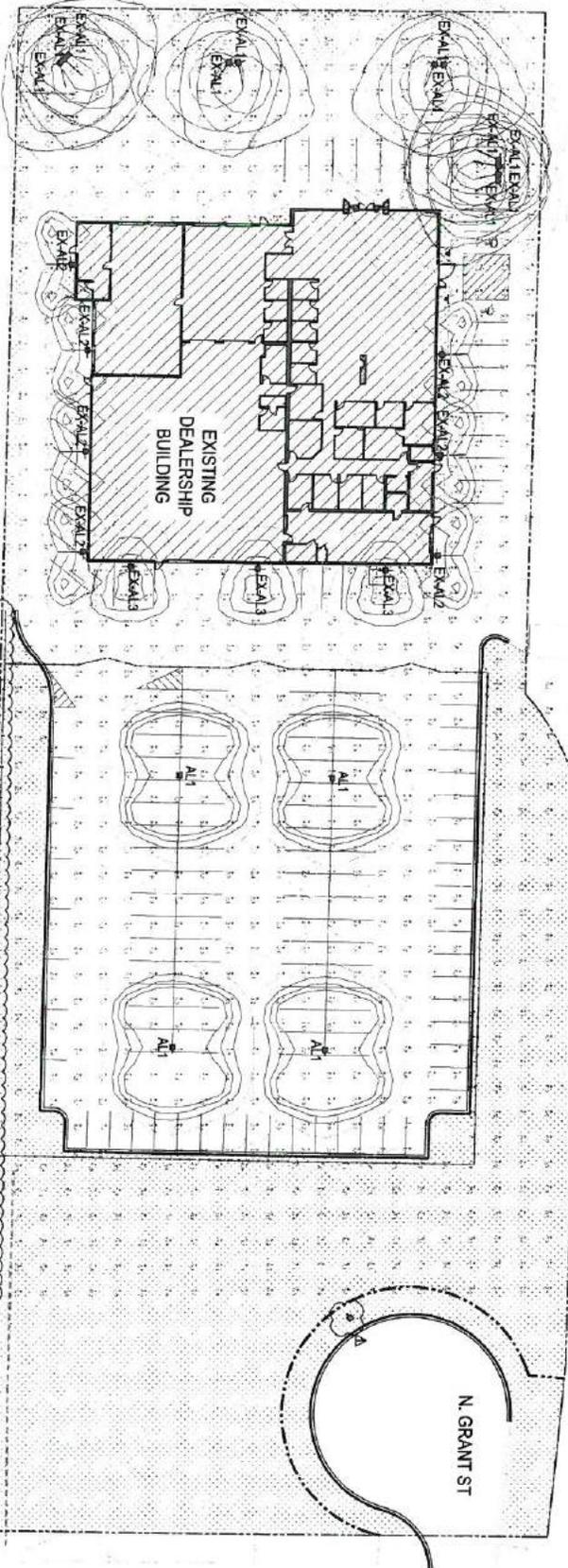
shoredwood
L1.0

professional seal
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]

PROJECT: [Project Name]
DATE: [Date]

LANDSCAPE PLAN
SHEET 1/10

W. OGDEN AVE



21 LIGHTING SCHEDULE

SYMBOL	TAG	QTY	DESCRIPTION	MANUF.	MODEL #	NOTE	LUF	LABEL	CALC. TYPE	UNITS	PLUG	MAX. WATT	NO. LAMP	NO. LAMP	
□	EX-11	11	EXISTING POLE MOUNTED AREA LIGHT	MAD	6000 PL	3000 LAMP LUMENS	0.00	EXISTING	ILLUMINANCE	Fc	0.10	214	0.7	3.00	20.00
□	EX-42	7	EXISTING BILUMC MOUNTED AREA LIGHT	MAD	1750 R0	1400 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	1.31	44.3	0.0	NA	NA
□	EX-43	3	EXISTING BILUMC MOUNTED AREA LIGHT	MAD	1750 R4	1400 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	2.08	115.1	0.5	0.72	22.20
□	ALI	4	NEW POLE MOUNTED AREA LIGHT	MAD	4000 R03	3000 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	0.19	1.4	0.0	NA	NA
□	RI	1	NEW POLE MOUNTED STREET LIGHT	COOPER	NO. 10 3P 72 20' H 1/4" 1/4" 1/4"	PROVIDE WITH PAR-CO (1) 28" x 8" SQUARE ALL SPECIFICATIONS PER IESNA		NEW	ILLUMINANCE	Fc	0.19	1.4	0.0	NA	NA

19 CALCULATION SUMMARY

SYMBOL	TAG	QTY	DESCRIPTION	MANUF.	MODEL #	NOTE	LUF	LABEL	CALC. TYPE	UNITS	PLUG	MAX. WATT	NO. LAMP	NO. LAMP	
□	EX-11	11	EXISTING POLE MOUNTED AREA LIGHT	MAD	6000 PL	3000 LAMP LUMENS	0.00	EXISTING	ILLUMINANCE	Fc	0.10	214	0.7	3.00	20.00
□	EX-42	7	EXISTING BILUMC MOUNTED AREA LIGHT	MAD	1750 R0	1400 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	1.31	44.3	0.0	NA	NA
□	EX-43	3	EXISTING BILUMC MOUNTED AREA LIGHT	MAD	1750 R4	1400 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	2.08	115.1	0.5	0.72	22.20
□	ALI	4	NEW POLE MOUNTED AREA LIGHT	MAD	4000 R03	3000 LAMP LUMENS	0.00	NEW	ILLUMINANCE	Fc	0.19	1.4	0.0	NA	NA
□	RI	1	NEW POLE MOUNTED STREET LIGHT	COOPER	NO. 10 3P 72 20' H 1/4" 1/4" 1/4"	PROVIDE WITH PAR-CO (1) 28" x 8" SQUARE ALL SPECIFICATIONS PER IESNA		NEW	ILLUMINANCE	Fc	0.19	1.4	0.0	NA	NA

1 GENERAL NOTES

1. THESE DOCUMENTS ARE PROVIDED FOR REFERENCE ONLY. CONSULT THE ARCHITECT FOR ANY ADDITIONAL INFORMATION. CONSULTATION OF THE GENERAL CONTRACTOR MUST BE FIELD VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY AND ALL WORK.

24 SITE PHOTOMETRIC

EL010

REVISION

NO.	DESCRIPTION	DATE
1	TENANT REVIEW AND COORDINATION	04/08/2010
2	BLADE POINT REVIEW COMPLETE	04/08/2010

SHEET TITLE
NEW SITE PLAN
PHOTOMETRIC

SHEET NO.
EL010

DEALERSHIP
59 WEST OGDEN AVE
WESTMONT, ILLINOIS 60090

ARCHITECT:
NORR
PLANNERS

PHOTOMETRIC ENGINEER:
CS
ILLUMINATION
LIGHTING ELECTRONICS

DATE: 04/08/2010
DRAWN BY: [Name]
CHECKED BY: [Name]

shorewood
ILLUMINATION

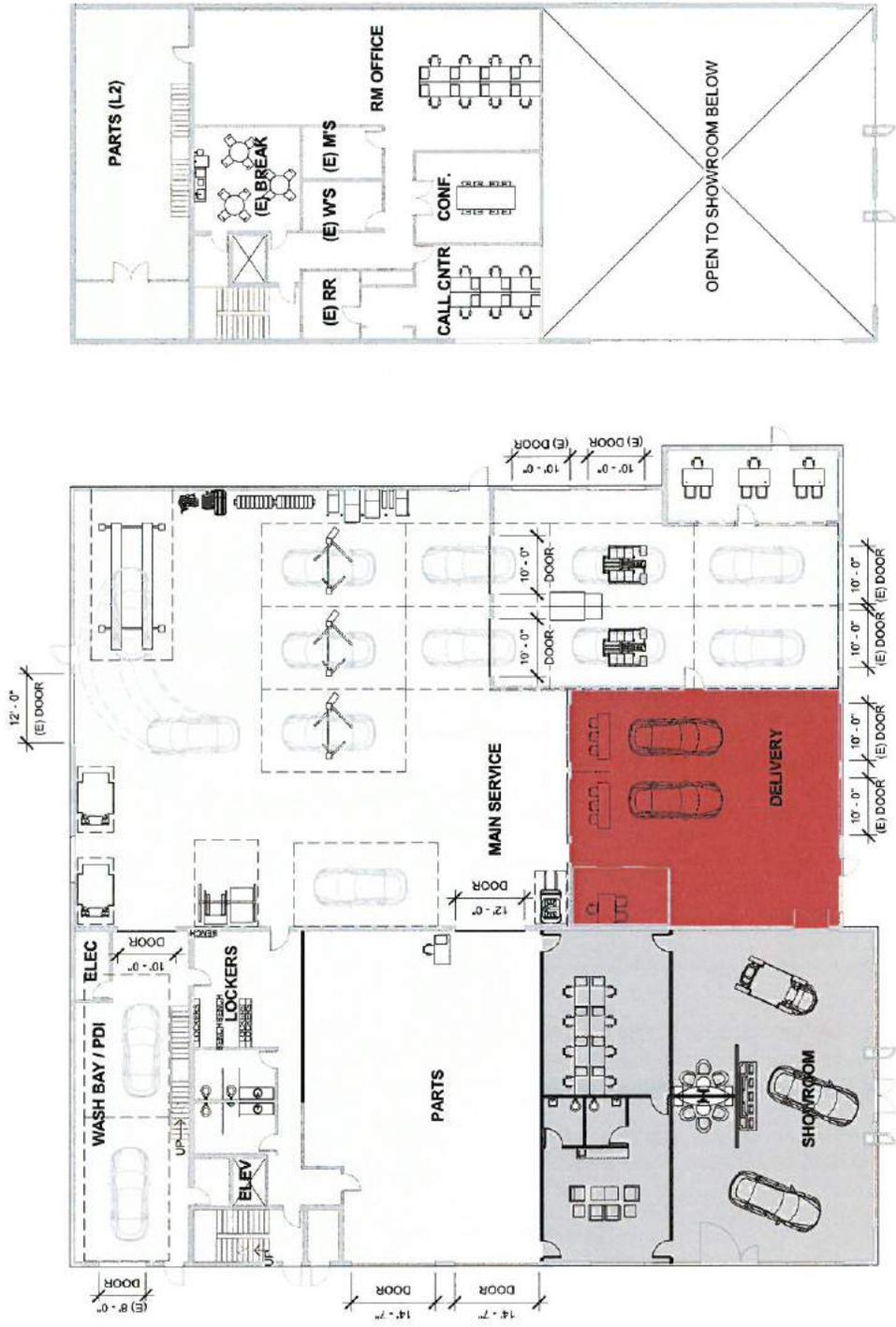
CHICAGO - WESTMONT SERVICE +
PRELIMINARY EXTERIOR RENDERING - SUBJECT TO CHANGE



SCALE 1/8" = 1'-0"



CHICAGO - WESTMONT SERVICE + CONCEPT PLAN - SUBJECT TO CHANGE



- SHOWROOM**
3,262 SF
- DELIVERY**
1,891 SF
- SERVICE**
14,163 SF
- PARTS**
2,266 SF (+ L2)

SCALE 1/8" = 1'-0"



VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF MAY 11, 2016

P/Z 16-009: TESLA Motors regarding 50 W. Ogden Avenue, Westmont

Request for a special use to allow an automobile dealership in the B-2 General Business District.

CRITERIA NO. 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.

FINDINGS OF FACT: The proposed automobile dealership use is a common use within the Ogden Avenue commercial corridor and is not expected to endanger to the public health, safety or general welfare. The use will contribute sales and real estate taxes to the Village and provide a requested high-end retail use.

CRITERIA NO. 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.

FINDINGS OF FACT: The proposed use will be consistent with surrounding commercial uses along Ogden Avenue and will be buffered from the residences to the north by landscaping and fencing.

CRITERIA NO. 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.

FINDINGS OF FACT: Surrounding properties are fully developed and this development will not impede any future development of the surrounding area.

CRITERIA NO. 4: That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.

FINDINGS OF FACT: The property is already serviced by adequate utilities, access ways, drainage, etc.

CRITERIA NO. 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.

FINDINGS OF FACT: The property has sufficient means of ingress-egress onto Ogden Avenue, and will have no direct access to the residential streets to the north.

CRITERIA NO. 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.*

FINDINGS OF FACT: No variances are requested for this use and the proposed development otherwise meets all requirements of the B-2 District.

CRITERIA NO. 7: *The proposed use meets the special conditions of Special Condition 7.*

FINDINGS OF FACT: The rear parking area will be sufficiently screened with fencing and landscaping, thereby screening vehicles awaiting service or pick-up.

 1 The Planning and Zoning Commission agrees with the above findings.

 0 The Planning and Zoning Commission does not agree with the above findings.



May 20, 2016

Ladies and Gentlemen,

Please be advised that Tesla Motors currently owns and operates five fully licensed stores in Illinois. Each license has been properly reviewed and approved by the Secretary of State, and there has never been a problem with the issuance of Tesla's licenses. Copies of the licenses are enclosed with this letter.

The Secretary of State has carefully reviewed Tesla's applications for licenses and renewals on multiple occasions, including with respect to Illinois state law, and has approved and renewed licenses without issues.

Despite contentions made by Tesla's competitors, Illinois law does not prohibit Tesla from operating as a dealer. Illinois law, like in most other states, only prohibits manufacturers from competing against their own affiliated franchised dealers. It does not prohibit a manufacturer that has no franchised dealers, like Tesla, from obtaining a dealer license and selling its products to its customers.

Please feel free to contact me at (510) 946-4125 if you have any questions or require additional information.

Sincerely,

DocuSigned by:

A blue ink handwritten signature, appearing to read 'Jonathan Chang', is enclosed in a blue DocuSign signature box.

Jonathan Chang

Deputy General Counsel

T E S L A

Tesla Motors, Inc.
45500 Fremont Blvd., Fremont CA 94538
p (510) 946-4125 f (650) 681-5203 e jchang@teslamotors.com

CERTIFICATE OF AUTHORITY

DEALER DL1881
DRS 0900057151

Jesse White
Secretary of State
State of Illinois

VOID AFTER DECEMBER 31, 2016
CORPORATION

GUILLEN, JEROME,
REICHOW, GREGORY,

TESLA MOTORS INC

875 ELLSWORTH AVE
VILLA PARK IL 60181

Type of Vehicles Dealt in TESLA

Principal Place of Business 1053 W GRAND AVE CHICAGO IL 60642

Supplemental Certificate Numbers 001-004

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2016 unless this license is revoked before the date as provided.



WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 15TH DAY OF DECEMBER, 2015

Jesse White

Secretary of State

CERTIFICATE OF AUTHORITY

Jesse White

DEALER DL1881

Secretary of State

VOID AFTER DECEMBER 31, 2016

DRS 0900057151

State of Illinois

CORPORATION

GUILLEN, JEROME,
REICHOW, GREGORY,

TESLA MOTORS INC

58 OAK BROOK CENTER
OAK BROOK IL 60523

Type of Vehicles Dealt in TESLA

Principal Place of Business 1053 W GRAND AVE CHICAGO IL 60642

Supplemental Certificate Numbers 001-004

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2016 unless this license is revoked before the date as provided.



WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 15TH DAY OF DECEMBER, 2015

Jesse White

Secretary of State

CERTIFICATE OF AUTHORITY

DEALER DL1881 *Jesse White* VOID AFTER DECEMBER 31, 2016
DRS 0900057151 Secretary of State CORPORATION
State of Illinois

GUILLEN, JEROME,
REICHOW, GREGORY,

TESLA MOTORS INC

1053 W GRAND AVE
CHICAGO IL 60642

Type of Vehicles Dealt in TESLA REPAIRER

Principal Place of Business 1053 W GRAND AVE CHICAGO IL 60642

Supplemental Certificate Numbers 001-004

Now, therefore, I, Jesse White, Secretary of State of the State of Illinois, do hereby license the aforementioned business, as provided under the Illinois Vehicle Code, at the above address or addresses until the 31st day of December, 2016 unless this license is revoked before the date as provided.



WITNESS MY HAND AND SEAL OF THE STATE OF ILLINOIS, THIS 15TH DAY OF DECEMBER, 2015

Jesse White
Secretary of State



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

MEETING DATE: May 11, 2016

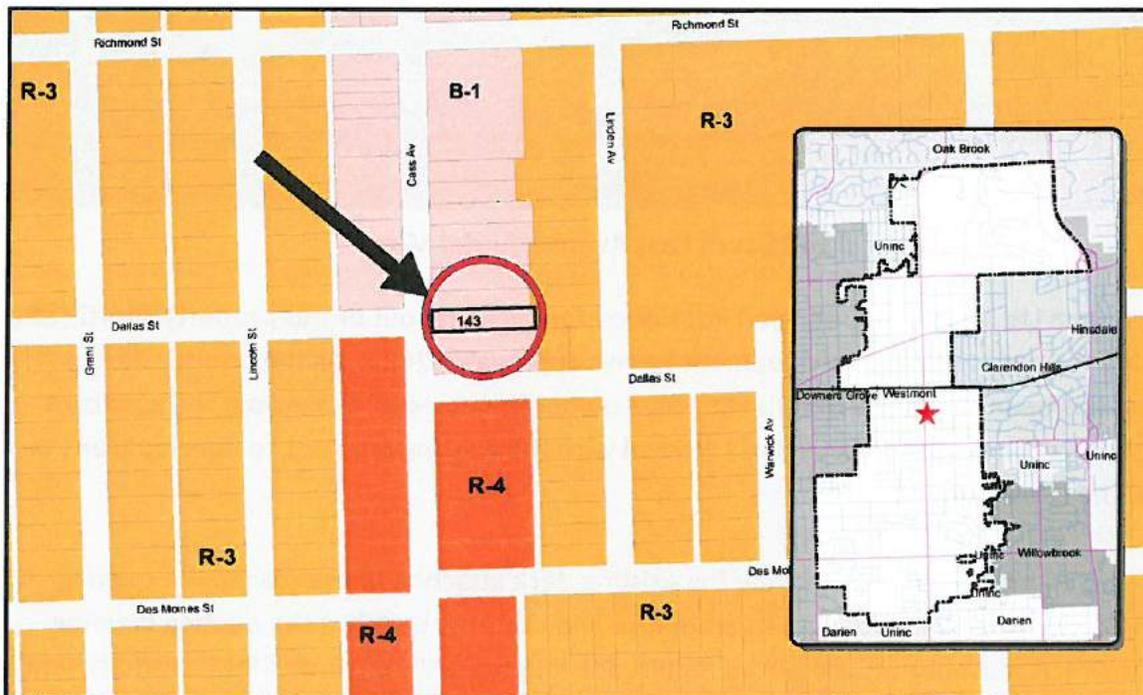
P/Z 16-008

TITLE: Dan Hogan regarding the property located at 143 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Site and Landscaping Plan approval to allow for construction of a building addition in the B-1 Limited Business District.

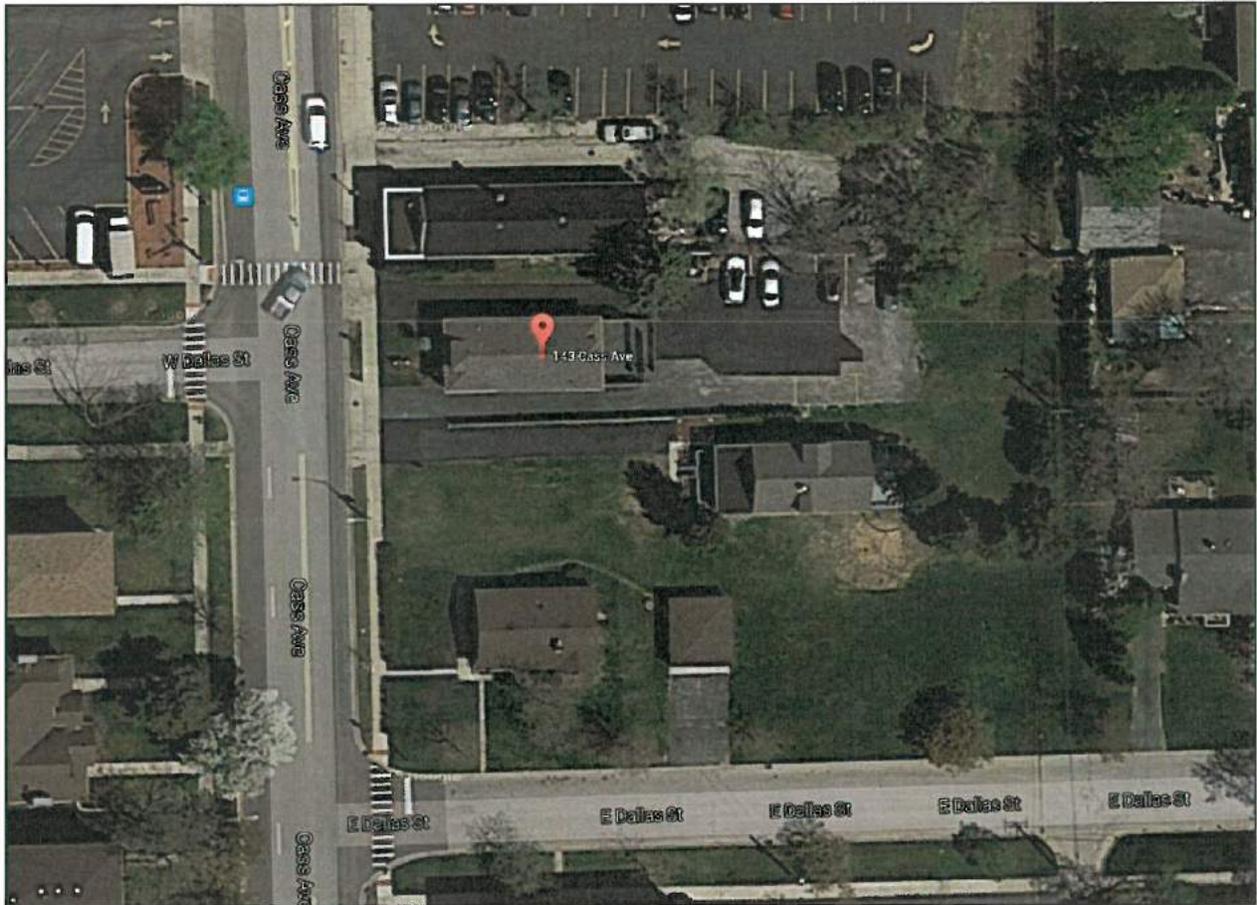
BACKGROUND OF ITEM

The subject lot is located on the east side of South Cass Avenue just north of Dallas Street. Also known as a portion of Lot 7 in Reitmayer's Re-Subdivision, the lot is approximately 50' x 238' and is approximately 11,920 square feet or 0.27 acres.



143 South Cass Avenue - Zoning Map

The property is zoned B-1 Limited Business District, as are the adjacent properties to the north and south. Zoning to the west across Cass Avenue north and south of Dallas Street is split with B-1 to the north of Dallas and R-4 General Residence District to the south. Property immediately to the east of 143 S. Cass Avenue is zoned R-3 Single Family Detached Residence District.



143 South Cass Avenue Aerial Map

Darl Grooters Ltd. began operating an interior design business out of this property shortly after obtaining the necessary B-1 Development Permit approval in 2014. As the interior design business has been successful and the business owner is in need of expansion, the applicant (representing the property owner) has worked with the existing business to develop plans to expand the current building.

The proposed plans include removing the existing deck attached to the rear of the existing building and replacing it with a 432 square foot addition that matches the existing building architecture. A masonry waiver will be required through the Village Board for the addition (a masonry waiver was granted in 2014 when the business moved into this space).

The petitioner requests Site and Landscaping Plan approval as required for the B-1 Limited Business District. While no new landscape is proposed as the addition replaces the existing deck, the requested approval will document the landscape improvements that have been implemented since the business moved into the space.

ZONING ANALYSIS

The subject property is located in the B-1 Limited Business District. The proposed addition meets all requirements for setbacks and floor area ratio.

Off-street parking required for this use is 1 parking space per 600 square feet of building area. The building with the addition is approximately 1,528 square feet and requires 3 parking spaces. The lot provides 8 spaces so no modifications to the parking lot for additional capacity are necessary.

The Comprehensive Plan identifies this building as being located in the Downtown Civic Core area, where investment in the diversified properties of the area is encouraged and promoted.



143 South Cass Avenue



Deck proposed to be replaced with addition (rear of building)

SUMMARY

The applicant requests site and landscape approval to construct an addition of 432 square feet for an expanding business in the B-1 Limited Business District.

DOCUMENTS ATTACHED

1. Public notice as published in the April 27, 2016 edition of the Westmont Progress.
2. Application for Site and Landscaping approval, with associated application materials, dated February 10, 2016.
 - a. Plat of Survey.
 - b. Landscape Plan, prepared by Wingren Landscape, dated July 09, 2014.
 - c. Building Plan and Elevations, prepared by Darl Grooters, Ltd, dated March 22, 2016.

2605
was registered; that the true or real
name or names of the person or
persons owning the business, with
their respective post office address
(es), is/are as follows;
JESSICA HEATHERLY
6531 TERRACE DRIVE
DOWNERS GROVE, IL 60516-
2605

IN WITNESS WHEREOF, I have
hereunto set my hand and Official
Seal of my office in Wheaton,
Illinois, this 6th day of APRIL,
2016.

Paul Hinds
DuPage County Clerk

Downers Grove Suburban Life
April 20, 27, May 4, 2016
1179238

Send your Help Wanted
Advertising 24/7 to:

Email:
helpwanted@
shawsuburban.com
Fax: 815-477-8898
or online at:
www.mysuburbanlife.com



Sign up for breaking news and weather email & text alerts,
and receive the Suburban Life morning update in your inbox

my Suburban Life.com/subscribe

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION AGENDA

The Village of Westmont Planning and Zoning Commission will hold its regular meeting on Wednesday, May 11, 2016 at 7:00 P.M., at the Westmont Village Hall, 31 West Quincy Street, Westmont, IL 60559.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Swearing-in of testifying attendees and reminder to sign in
5. Reminder to silence all electronic devices
6. Approval of Minutes of the March 09, 2016 meeting
7. Open Hearing

Old Business

PZ 16-004 SKE Property Investments regarding the property located at 230 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request for relief from the minimum square feet per building in the R-4 General Residence District.
- (B) Zoning Code Variance request for relief from the maximum allowable density in the R-4 General Residence District.
- (C) Site and Landscaping Plan approval to build a new single-family semi-detached dwelling.
- (D) Preliminary Plat of Subdivision request to split one lot into two buildable lots in the R-4 General Residence District.

New Business

PZ 16-008 Elliott Carpentry, LLC regarding the property located at 350 East Richmond Street, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request for relief from the minimum lot area for a dwelling in the R-3 Single Family Detached Residence District.

PZ 16-007 Angela Yuan regarding the property located at 5933 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request to permit a home occupation sign in the R-3 Single Family Detached Residence District.
- (B) Zoning Code Variance request for relief from the maximum allowable sign size in the R-3 Single Family Detached Residence District.

PZ 16-008 Dan Hagan regarding the property located at 143 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Site and Landscaping Plan approval to allow for construction of a building addition in the B-1 Limited Business District.

PZ 16-009 TESLA Motors regarding the property located at 50 West Ogden Avenue, Westmont, IL 60559 for the following:

- (A) Special Use Permit request to operate an automobile dealership in the B-2 General Business District.
- PZ 16-010 Cashman Stahler Group, Inc. regarding improvements at J.T. Manning Elementary School, located at 200 North Linden Avenue, Westmont, IL 60559 for the following:
- (A) Zoning Code Variance request for relief from the maximum allowable Floor Area Ratio (FAR) in the R-3 Single Family Detached Residence District.
 - (B) Zoning Code Variance request for relief from the maximum allowable Lot Coverage in the R-3 Single Family Detached Residence District.
 - (C) Site and landscaping approval to construct a building addition.

8. Adjourn

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION - Ed Richard Chairperson

April 27, 2016
Westmont Suburban Life 1181439

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION AGENDA
NOTICE OF PUBLICATION

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, May 11, 2016 at 7:00 P.M. in the Westmont Village Hall, 60559.

The purpose of the hearing is to consider a request from TESLA Motors regarding the Avenue, Westmont, IL 60559 for the following:

- (A) Special Use Permit request to operate an automobile dealership in the B-2 General Business District.

Legal Description:

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN GRANT STREET DEVELOPMENT SUBDIVISION, BEING 17, 18, 19, AND 20 IN BLOCK "D" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST 1/4 ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 2005 AS DOCUMENT NO. R CORRECTION RECORDED NOVEMBER 4, 2005 AS DOCUMENT NO. R2005-247290, IN DU PARCEL 2:

THAT PART OF GRANT STREET ADJACENT TO LOTS 1 THROUGH 8 IN GRANT STREET LIES SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 8, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 19, 2015 AS DOCUMENT R2015-015838, IN DUPAGE COUNTY, ILLINOIS.

More Common Location: 50 West Ogden Avenue, Westmont, IL 60559
PINS: 09-04-221-024, 09-04-221-025, 09-04-221-026, 09-04-221-027,
09-04-221-028, 09-04-221-029, 09-04-221-030, 09-04-221-033

Village Code(s) Applicable: Appendix "A", Section 7.03(A)(8)(d)
Appendix "A", Section 7.04
Appendix "A", Section 13.09

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6300 TDD, within a reasonable time before the meeting. All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION - Ed Richard Chairperson

April 27, 2016
Westmont Suburban Life 1181557

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION AGENDA
NOTICE OF PUBLICATION

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, May 11, 2016 at 7:00 P.M. in the Westmont Village Hall, 60559.

The purpose of the hearing is to consider a request from Angela Yuan regarding the Avenue, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance request to permit a home occupation sign in the R-3 Single Family Detached Residence District.
- (B) Zoning Code Variance request for relief from the maximum allowable sign size in the Residence District.

Legal Description:

LOT 5 IN BOCIAN'S RESUBDIVISION OF LOT 16 (EXCEPT THE NORTH 117.0 FEET THE STREET FARMS A SUBDIVISION OF THE NORTH WEST QUARTER (EXCEPT SCHOOL LOT) OF RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MAY 18, 1956 AS DOCUMENT 80087, IN DU PAGE COUNTY, ILLINOIS.

More Common Location: 5933 South Cass Avenue, Westmont, IL 60559
PIN: 09-15-300-010

Village Code(s) Applicable: Appendix "A", Section 6.01 (A)(2)
Appendix "A", Section 11.14 (a)(1)
Appendix "A", Section 13.07

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the Village of Westmont, Illinois, 60559 between 8:00 A.M. to 4:00 P.M. Monday through Friday, or telephone (630) 981-6300 TDD, within a reasonable time before the meeting.

All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION
Ed Richard Chairperson

April 27, 2016
Westmont Suburban Life 1181582



VILLAGE OF WESTMONT
COMMUNITY DEVELOPMENT DEPARTMENT
630-981-6267

<u>Office Use Only</u>	
Applicant #:	<u>72 16-008</u>
Submission Date:	<u>APRIL 8, 2011</u>
Title:	<u>143 S. CASS</u>

APPLICATION FOR:

- | | |
|--|--|
| <input type="checkbox"/> Annexation/Pre-Annexation Hearing | <input type="checkbox"/> Appeal from Decision of Zoning Official |
| <input type="checkbox"/> Map Amendment | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Right-of-Way Dedication | <input checked="" type="checkbox"/> Site/Landscaping Plan |
| <input type="checkbox"/> Special-Use Permit | <input type="checkbox"/> Subdivision/Consolidation/Lot Split (Preliminary) |
| <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Zoning Variation /Land Development Code Variance |

DESCRIPTION OF SITE:

Common Description (Street Address): 143 S. Cass Ave.
 PIN Number: 0910306010 Current Zoning and Land Use: B-1
 Existing Structures & Signs: _____

Significant natural amenities (slope, vegetation, water bodies, rock outcroppings, floodplain, and other development restrictions): NONE

PETITIONER INFORMATION:

Petitioner (and corporation if applicable): Robert A. CYNOWA
 Street Address: P.O. Box 250
 City, State & Zip Code: Westmont, Ill. 60559
 Daytime Telephone Number: 708 372-2822
 Email Address: danhogan2000@yahoo.com
 Relationship of Petitioner to Property: OWNER

PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):

Property owner (s) (and corporation if applicable) (list all beneficiaries of Trust): _____
DAN HOGAN
 Street Address: 128 S. Cass
 City, State & Zip Code: Westmont Ill. 60559
 Daytime Telephone Number: 708 372-2822
 Email Address: danhogan2000@yahoo.com

PROJECT STAFF (if applicable):

Developer: _____

Telephone Number: _____ Email: _____

Attorney: _____

Telephone Number: _____ Email: _____

Engineer: _____

Telephone Number: _____ Email: _____

Architect: _____

Telephone Number: _____ Email: _____

Landscape Architect: _____

Telephone Number: _____ Email: _____

Each Applicant is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Planning and Zoning Commission and Village Board. **Should this be an application for a parking variance in the B-1 Limited Business District, the applicant acknowledges that Ordinance No. 10-67 requires the payment of a cash-in lieu fee for waived parking spaces.**

The undersigned request(s) approval of this petition and further certify(ies) on oath that the information contained herein and in all documents submitted in support hereof, is true and correct to the best of my/our knowledge and belief. By signing below, the applicant and/or property owner grant express permission to Village of Westmont staff and officials to inspect the premises as necessary in relation to this application.

By signing below, the applicant and/or property owner acknowledges that the **submittal fees are non-refundable**.

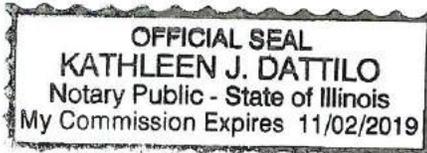
PETITIONER SIGNATURE:

Type or print name: Danny Hogan

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1st DAY OF April, 2016

[Handwritten Signature]
Notary Public



OWNER SIGNATURE:

Type or print name: Robert A. Cykrowa

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5th DAY OF April, 2016

[Handwritten Signature]
Notary Public

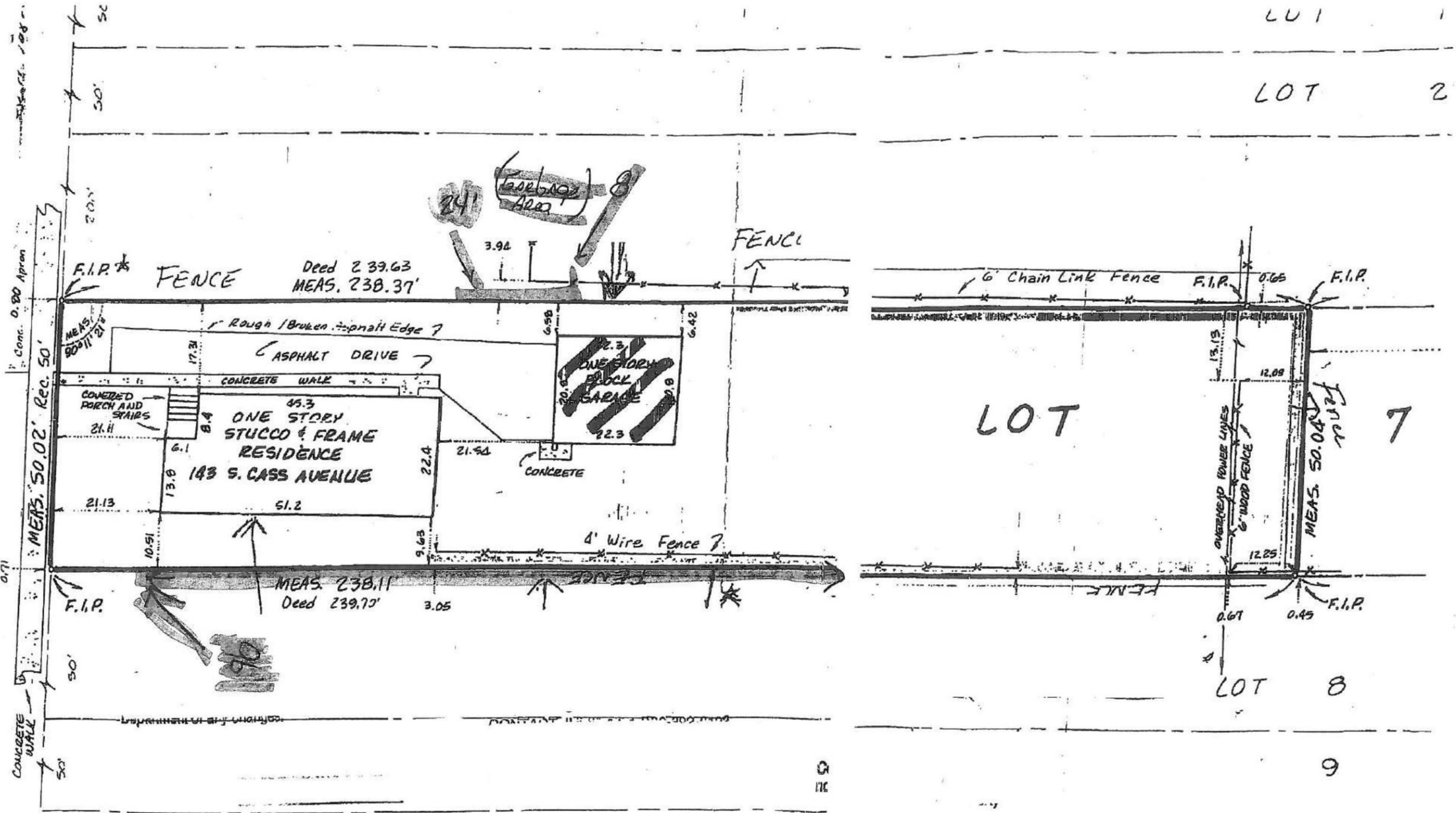


To: Community Development Department,

Remove 20' X 22' attached wood deck on the rear of the building located at 143 S. Cass Ave. And replace with a 20' X 22' framed addition to existing building.

143 S. CASS AVE.

RECEIVED
JUN 20 2014
COMMUNITY DEVELOPMENT
DEPARTMENT
VILLAGE OF WESTMONT, ILLINOIS



LOT

7

LOT 8

9

DALAS STREET

143 SOUTH CASS

FILE COPY

PLAN REVIEW
 VILLAGE OF WESTMONT
 REVIEWED FOR CODE COMPLIANCE: NOTIFY
 BUILDING DIVISION OF ANY CHANGES.
 BUILDING DIVISION: VS
 DATE: 6/20/14

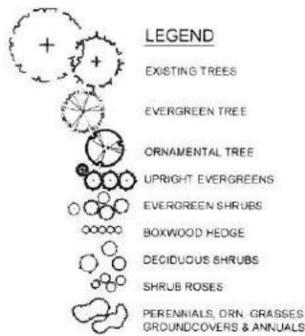
All base information & dimensions are approximate only. All layout to be verified in the field.

This plan is PRELIMINARY ONLY. It is subject to change pending final design and review with Owner.

D&G
DÉCOR
Where Living Meets Luxury
 143 S. Cass Ave
630-796-2792
 www.DARLGROOTERSLTD.COM



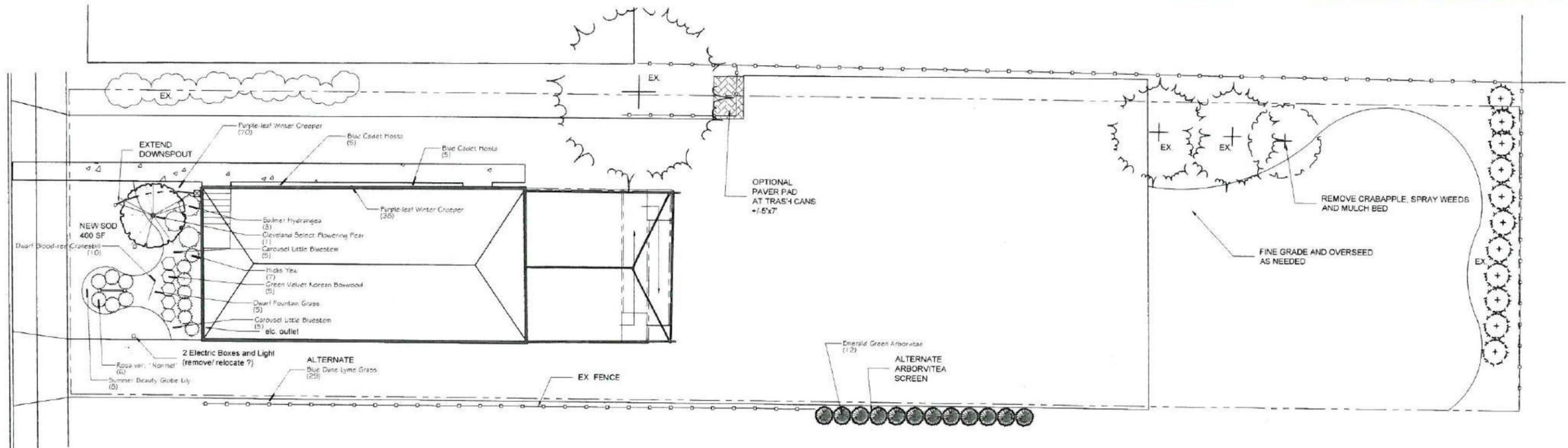
← 48" →



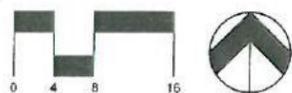
LEGEND

- EXISTING TREES
- EVERGREEN TREE
- ORNAMENTAL TREE
- UPRIGHT EVERGREENS
- EVERGREEN SHRUBS
- BOXWOOD HEDGE
- DECIDUOUS SHRUBS
- SHRUB ROSES
- PERENNIALS, ORN. GRASSES
- GROUNDCOVERS & ANNUALS

- line Cleveland Select
- male 'Smaragd'
- acrophyla 'Endless Summer 1'
- Carpet Appleblossom
- hylla koreana 'Green Velvet'
- Hicksii
- culm 'Summer Beauty'
- inguineum 'Max Frei'
- Blue Cadet
- tunei Colorado
- irus Blue Dune
- ilopocuroides 'Hamel'
- iscoparium Carousel



LANDSCAPE PLAN



SCALE: 1/8" = 1'-0"

WINGREN LANDSCAPE
 ALL THINGS OUTDOOR

5126 Walnut Ave
 Downers Grove, IL 60515
 TEL 630.756.8100
 www.wingrenlandscape.com

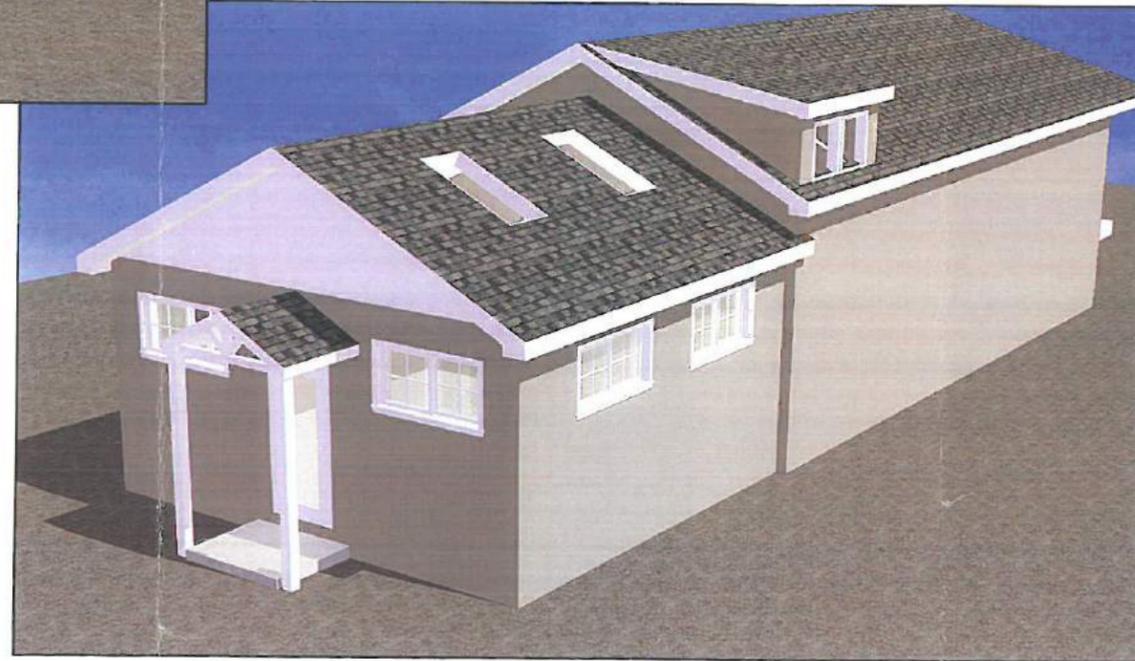
Copyright Wingren Landscape, all rights reserved. The design and any and all ideas contained herein are the sole property of Wingren Landscape. Reproduction of the design or concept embodied herein in any form, in whole or in part, without the consent of Wingren Landscape is prohibited.

Grooters LTD.
 143 S. Cass Ave,
 Downers Grove, IL

REVISIONS:

SHEET TITLE
LANDSCAPE PLAN

DATE: 7.9.14
 JOB: P.
 SCALE: 1/8"=1'-0"
 BY: MT



GENERAL NOTES
 1. ALL DIMENSIONS SHOWN IN INCHES (I/O/N).
 2. VERIFY ALL DIMENSIONS AT SITE PRIOR TO CONSTRUCTION.
 3. DO NOT SCALE DRAWINGS.
 4. DRAWING CREATED FOR DESIGN INTENT ONLY.

ALL DIMENSIONS TO BE VERIFIED AT SITE PRIOR TO FABRICATION

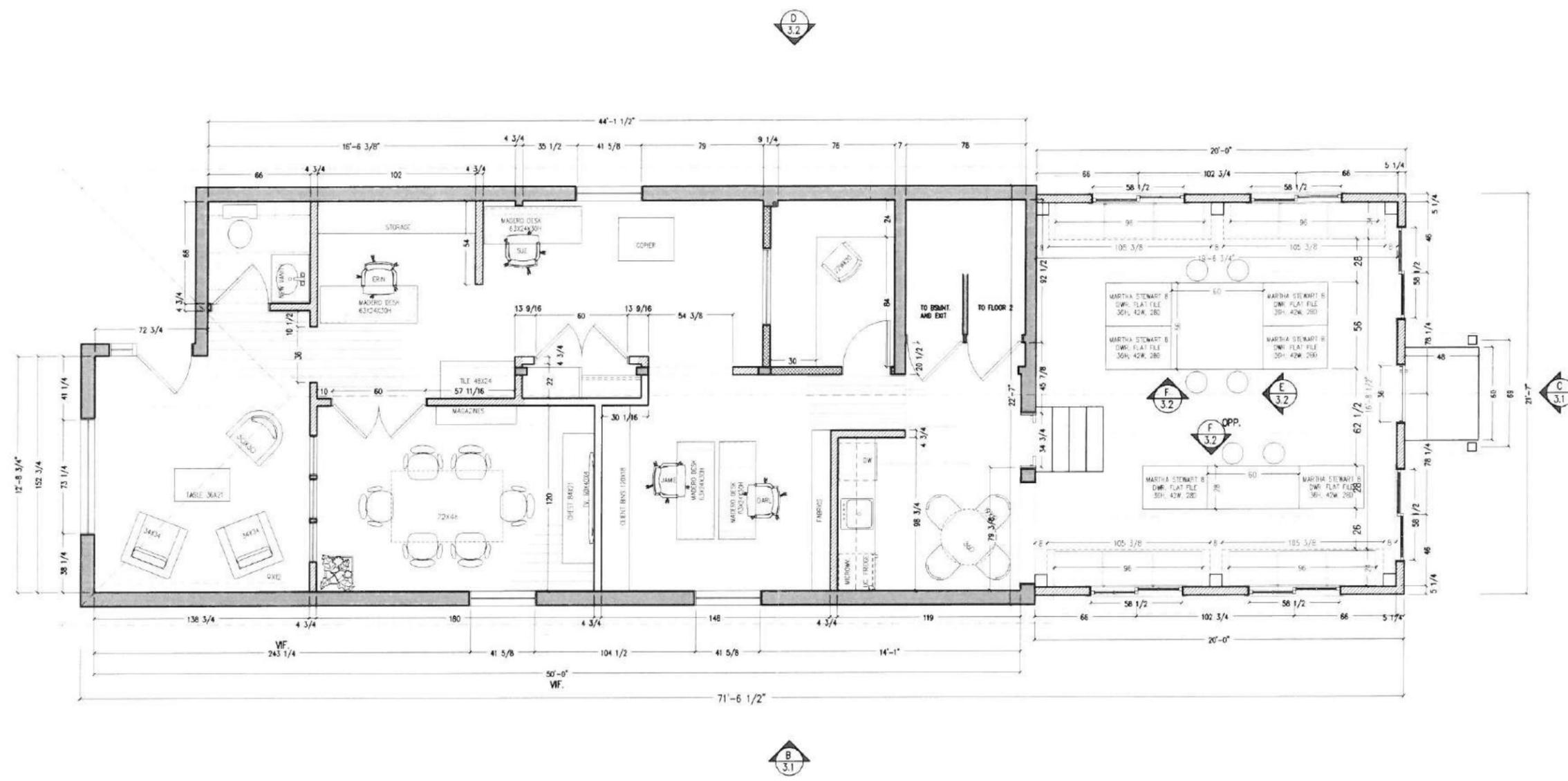
OFFICE OF DARL GROOTERS, LTD.

FILE NUMBER: DGD11814

DATE/REV:		
3-16-16	-	
3-22-16	-	
-	-	

DARL GROOTERS, LTD
 INTERIOR DESIGN SERVICES
 143 S. Cass Avenue Westmont, IL 60559
 P:(630)796-2792 F:(630)796-2788
 www.darlgrootersltd.com

SHEET:
1.1



A PLAN- NEW ADDITION
SCALE: 1/4"=1'-0"

- GENERAL NOTES:
 1. ALL DIMENSIONS SHOWN IN INCHES (UON)
 2. VERIFY ALL DIMENSIONS AT SITE PRIOR TO CONSTRUCTION.
 3. DO NOT SCALE DRAWINGS.
 4. VERIFY ALL DIMENSIONS WITH ACTUAL APPLIANCES AND FIXTURES PRIOR TO CONSTRUCTION.

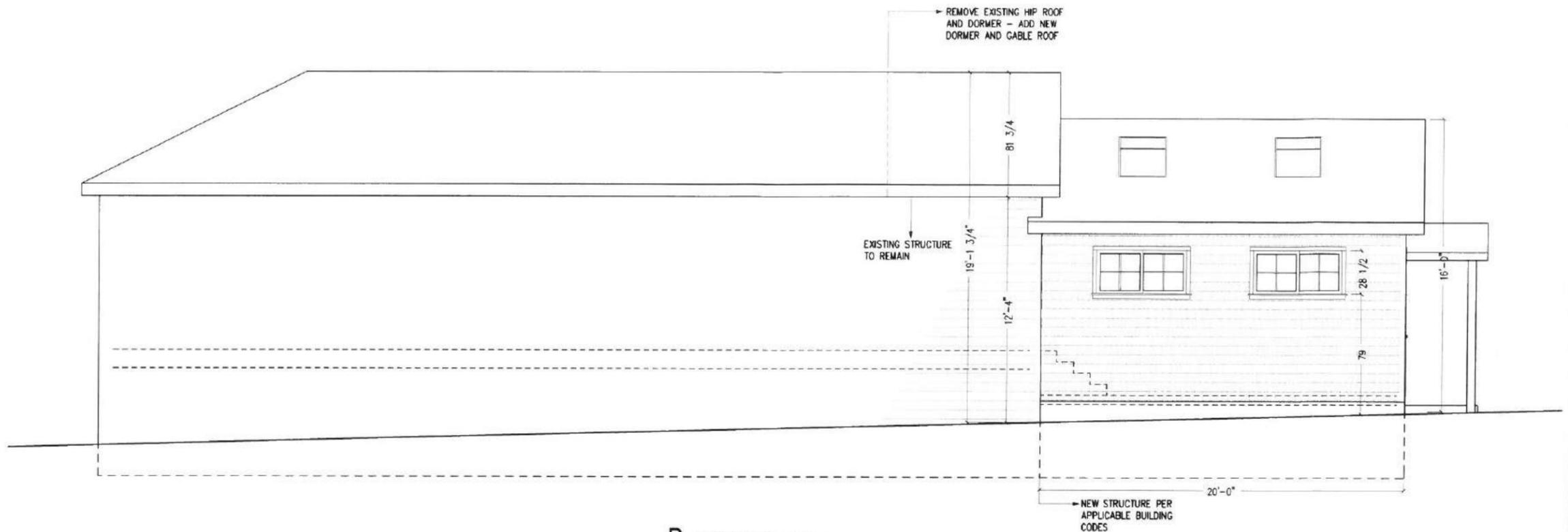
ALL DIMENSIONS TO BE VERIFIED AT SITE PRIOR TO FABRICATION

OFFICE OF DARL GROOTERS, LTD.

FILE NUMBER: D0011514
DATE/REV: 3-22-18

DARL GROOTERS, LTD
 INTERIOR DESIGN SERVICES
 143 S. Cass Avenue Westmont, IL 60559
 P: (630) 796-2792 F: (630) 796-2788
 www.darlgrootersltd.com

SHEET
2.1



B ELEVATION- NORTH
SCALE: 1/4"=1'-0"

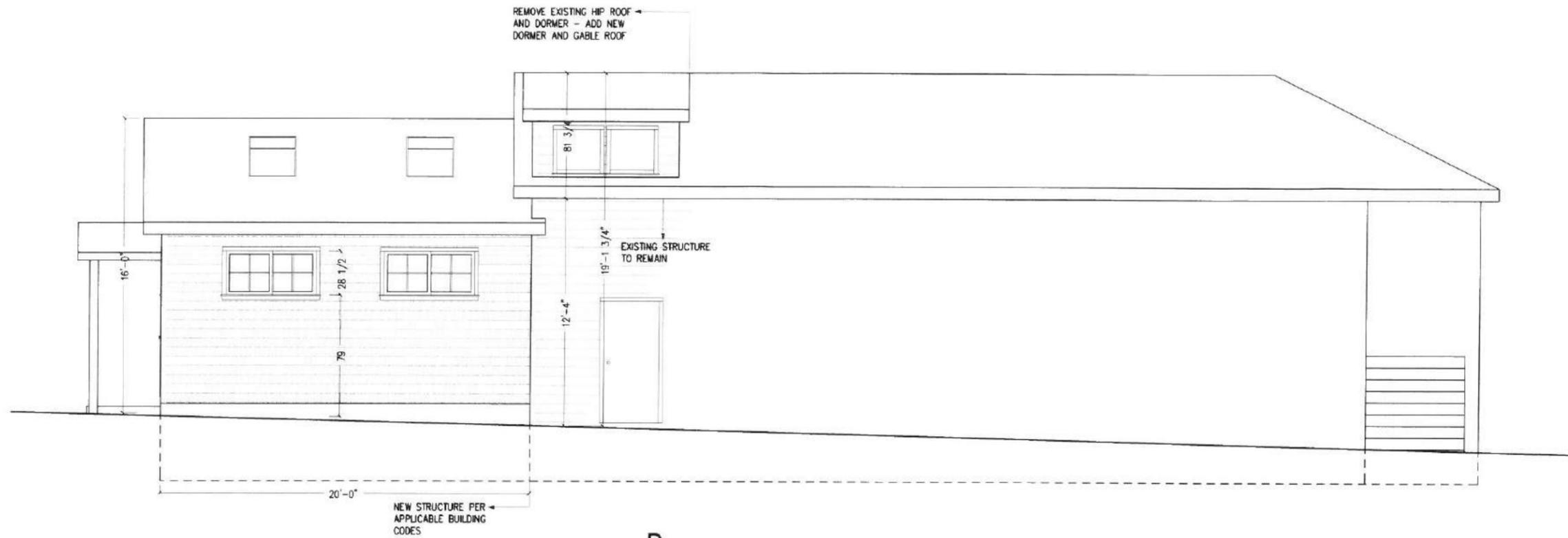


C ELEVATION- WEST
SCALE: 1/4"=1'-0"

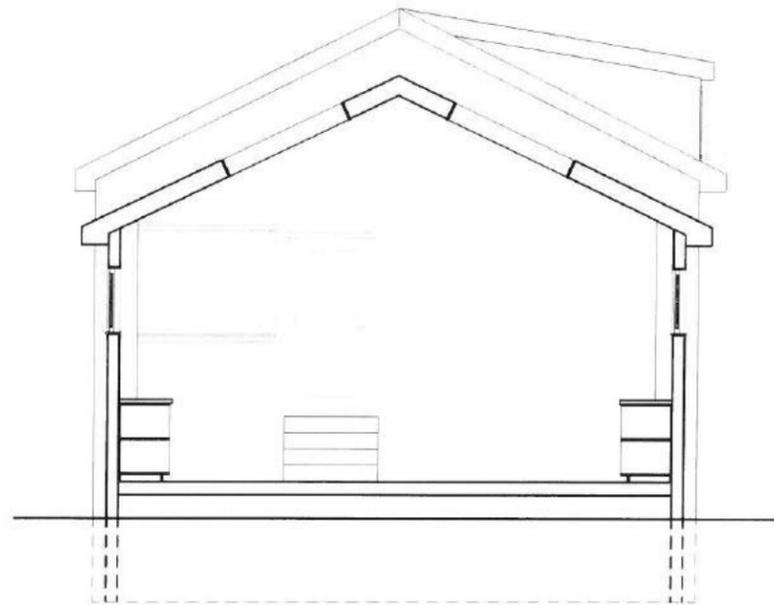
GENERAL NOTES
 1. ALL DIMENSIONS SHOWN IN INCHES (UON)
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ALL DIMENSIONS TO BE VERIFIED AT SITE PRIOR TO FABRICATION

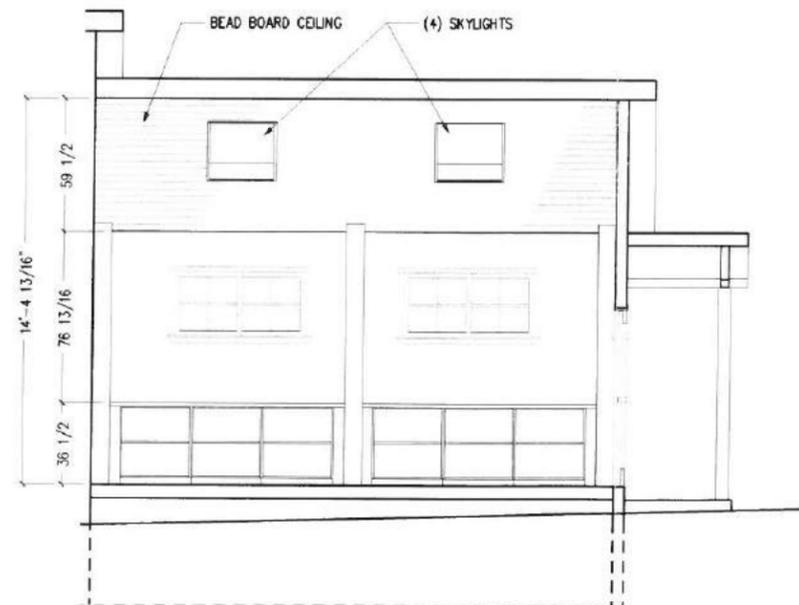
OFFICE OF DARL GROOTERS, LTD.	FILE NUMBER: DG011614	D DARL GROOTERS, LTD INTERIOR DESIGN SERVICES 143 S. Cass Avenue Westmont, IL 60559 P:(630)796-2792 F:(630)796-2788 www.darlgrootersid.com	SHEET: 3.1
	DATE/REV: 3-22-16		



D ELEVATION- SOUTH
SCALE: 1/4"=1'-0"



E ELEVATION- INTERIOR, WEST
SCALE: 1/4"=1'-0"



F ELEVATION- INTERIOR, NORTH
SCALE: 1/4"=1'-0"

- GENERAL NOTES
 1. ALL DIMENSIONS SHOWN IN INCHES (UN).
 2. VERIFY ALL DIMENSIONS AT SITE PRIOR TO CONSTRUCTION.
 3. DO NOT SCALE DRAWINGS.
 4. VERIFY ALL DIMENSIONS WITH ACTUAL APPLIANCES AND FIXTURES PRIOR TO CONSTRUCTION.

ALL DIMENSIONS TO BE VERIFIED AT SITE PRIOR TO FABRICATION

OFFICE OF DARL GROOTERS, LTD.

FILE NUMBER: DG011514

DATE/REV:
 1-22-16
 -
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DARL GROOTERS, LTD
 INTERIOR DESIGN SERVICES
 143 S. Cass Avenue Westmont, IL 60559
 P:(630)796-2792 F:(630)796-2788
 www.darlgrootersltd.com

SHEET:
3.2

November 30, 2015

Mr. Michael Ramsey
Water Department Supervisor
Village of Westmont
31 W. Quincy Street
Westmont, Illinois 60459

***Subject: Village of Westmont – East Richmond Street Water Main Replacement
Phase 1 – Wilmette Avenue to Richmond Avenue***

Dear Mr. Ramsey,

Baxter & Woodman, Inc. is pleased to submit this proposal to complete design and construction engineering services for the East Richmond Street Water Main Replacement Project. The Project includes approximately 1,800 lineal feet of 8-inch water main replacement, installed by open cut method on East Richmond Street (Wilmette Avenue to Richmond Avenue) and South Richmond Avenue (Quincy Street to Richmond Street), full-width milling and resurfacing, and other miscellaneous items.

The following outlines our scope of services and our engineering fee:

Design Services

1. **PROJECT MANAGEMENT** - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to incorporate Village goals into final project.
2. **MEETINGS WITH VILLAGE STAFF** - Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will consist of one preliminary “red” line meeting, where the initial layout of the water main is approved by the Village staff prior to insertion into the plans.
3. **TOPOGRAPHIC SURVEY** - Perform topographic survey within the Project limits and at 50-foot intervals along the water main route in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. This work includes the topographic survey for Phase 2 of the project, from Cass Street to Wilmette Avenue.
4. **CADD** - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements. Indicate location of utilities that can be obtained from utility company atlases. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

5. SITE VISITS FOR DESIGNERS – Conduct site visits by designer(s) of water main during the design phase to clarify any discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
6. UTILITIES – CONTACTS AND COORDINATION - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
7. PLANS - Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village. Use Village standard details where applicable.
8. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, Supplementary Conditions, and specifications, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
9. ROADWAY DESIGN – Prepare plan and profile sheets for the roadway design including improvement limits, stations and offset callouts, label construction limit locations and right-of-way breaks, rehabilitation strategy, curb & gutter and sidewalk improvements, utility structure adjustments, pavement marking, and note special instructions to the Contractor.
10. PEER AND CONSTRUCTABILITY REVIEWS - Conduct QA/QC peer reviews of drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make corrections based upon comments from both engineering and construction department comments.
11. ENGINEER'S OPINION OF PROBABLE COST - Prepare a final opinion of the probable total Project cost including construction cost, contingencies, and other costs necessary for completion of the Project.
12. AGENCY PERMIT SUBMITTALS
 - IEPA/DPWS - Submit the design documents to the agency for permit to construct, own, and operate the Project.
 - IHPA - Submit necessary documentation to Illinois Historical Preservation Agency to obtain a “no significant historical resources” statement for the area of the Project. Include statement from IHPA in submittal to IEPA/DPWS to avoid delays to permitting process.

13. PROJECT BID

- Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and send advertisement to selected prospective bidders.
- Issue any necessary addenda to all plan holders as needed.
- Attend bid opening with Village personnel and assist in reviewing and checking of bid package submittal as required.

- Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible. Issue a Letter of Recommendation to Award the construction contract to the Village for their action.

Construction Services

Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

14. PROJECT INITIATION

- Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
- Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

15. CONSTRUCTION ADMINISTRATION

- Attend periodic construction progress meetings.
- Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- Review construction record drawings for completeness prior to submission to CADD.
- Prepare construction contract change orders and work directives when authorized by the Owner.
- Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

- Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- Project manager or other office staff visit site as needed.

16. FIELD OBSERVATION

- Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 384 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

17. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

18. COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

Schedule

We estimate that the design work will be completed by the end of January 2016 and construction work to be completed by September 1, 2016 on this phase of the project.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished, based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$37,500 for design services and \$59,800 for construction related services for a total not-to-exceed fee of \$97,300.

We appreciate the opportunity to work with the Village on this important Project and we are available to begin work immediately upon your notice to proceed. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Derek J. Wold, P.E.
Vice President



Raymond N. Koenig
Infrastructure Department Manager

C: Sean O'Dell, P.E., Baxter & Woodman, Inc.

Attachment

VILLAGE OF WESTMONT, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065



CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

March 28, 2016

Ms. Jill H. Ziegler
Village Planner
Village of Westmont
31 West Quincy Street
Westmont Illinois, 60559

Dear Ms. Ziegler:

On behalf of our client, we are submitting a request for an extension for the improvements at the existing BMW dealership of Westmont located at 430 East Ogden Avenue. The project has been put on hold for this season as we are trying to construct the parking garage at Audi right now. As you know, parking is a big issue within the three dealerships, and trying to find a home for the Audi and the BMW dealerships at the same time is not feasible.

We are available to attend the May 12, 2016 Village Board meeting to explain our situation.

If you have any questions regarding this submittal, please do not hesitate to call. We look forward to working with you and your staff once again in the Village of Westmont.

Sincerely,
SPACECO, Inc.

Thomas J. McCabe, P.E.
Vice President

ORDINANCE NO. **15-129**

AN ORDINANCE APPROVING A TEMPORARY USE FOR LAUREL BMW OF WESTMONT TO TEMPORARILY PARK VEHICLES AT 650 WESTMONT DRIVE

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

WHEREAS, Westmont B. Imports, Inc. d/b/a Laurel BMW of Westmont (“Applicant”) is the owner of real property located at 650 Westmont Drive, Westmont, Illinois (the “Subject Property”); and

WHEREAS, the Applicant owns and operates a BMW dealership on adjacent property located at 430 Ogden Avenue, Westmont, Illinois; and

WHEREAS, the Subject Property is improved with an existing building and was utilized previously by a former owner as a tennis and fitness club; and

WHEREAS, the Applicant proposes to temporarily park vehicle inventory from its adjacent automobile dealership inside a portion of the existing building upon the Subject Property and seeks temporary use approval for this proposed temporary use; and

WHEREAS, the proposed parking use is a permitted use under the Village’s Zoning Ordinance and the temporary use complies with all other requirements of the Zoning Ordinance; and

WHEREAS, although the existing building upon the Subject Property contains a fire sprinkler in a portion of the building and fire alarm system, the fire sprinkler system is not Code compliant for the parking of vehicle inventory and there is no fire sprinkler system in the portion of the building where the vehicles will be parked on a temporary basis; and

WHEREAS, the Village of Westmont President and Board of Trustees desire to approve this temporary use and temporarily waive the fire sprinkler requirement, finding that the special conditions contained in this Ordinance will assist in protecting the Village, the Applicant, surrounding properties and the public due to this non-compliance with Code, and finding this approval will benefit the public and the Applicant by assisting the vital economic redevelopment and expansion of Westmont BMW.

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: Pursuant to the provisions of Chapter 22, “Businesses,” Article II, “Licenses”, Section 22-33 and Article XI, “Temporary Uses,” and Appendix A, “Zoning Ordinance, Article XIII, “Administration and Enforcement,” Section 13.02 of the Westmont

Code of Ordinances, the Village President and the Village Board of Trustees hereby approve a temporary use for Westmont BMW to occupy and use the existing building located upon the Subject Property for the temporary parking of vehicle inventory. The Applicant is not required to install a Code-compliant fire sprinkler system for this temporary use period. This temporary use approval is subject to the following conditions:

- A. The temporary use time period shall run from the date of approval of this ordinance until June 1, 2016.
- B. No business offices or stationing of Applicant's employees inside the building upon the Subject Property is permitted during this temporary use period.
- C. No customers of the Applicant or members of the public shall be permitted by Applicant inside the building upon the Subject Property; Applicant's porters or other employees may enter and exit the building upon the Subject Property only for the purpose of driving vehicles in and out of the building.
- D. Aside from the temporary parking of vehicles on the Subject Property, no other automobile dealership activities shall occur on the Subject Property (such as customer visits, auto repairs, etc.), and no vehicle parts shall be stored within the building upon the Subject Property.
- E. No vehicles parked inside the building upon the Subject Property shall contain more than $\frac{1}{4}$ tank of fuel.
- F. The existing fire sprinkler system shall be maintained by the Applicant and not disabled.
- G. The building shall be equipped with a Code-compliant fire alarm system which shall be operational and maintained by the Applicant.
- H. The Applicant may not store any hazardous materials within the Subject Property (other than fuel contained within the parked vehicles).
- I. The Applicant shall sign an indemnification agreement benefitting the Village, in a form approved by the Village Attorney.
- J. The Applicant shall submit preliminary plans for permanent improvements to the Subject Property for a new BMW dealership on or before December 31, 2015.

Section 3: The temporary license fee of \$25.00 contained in Section 22-39 of the Westmont Code of Ordinances is hereby waived.

Section 4: The Community Development Director is authorized and directed to issue a temporary certificate of occupancy to the Applicant for this temporary use upon the Subject Property pursuant to Chapter 18, Article X "Certificates of Occupancy," Section 18-553 "Temporary Certificates of Occupancy." The time limitation and bond requirement for temporary certificates of occupancy are hereby waived for this temporary use since the use will occur in an existing building.

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.

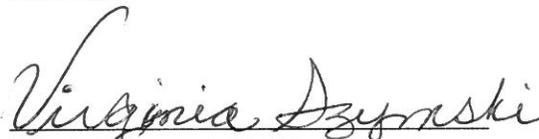
PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 23rd day of July, 2015.

Ayes: 6 Nays: 0 Absent: 0

APPROVED:


Ronald J. Gunter, Mayor

ATTEST:


Virginia Szynski, Village Clerk





CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this 11th day of May , 2016, is by and between Village of Westmont, a n Illinois municipality, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

31 West Quincy Street
Westmont, IL 60559
Attn Mr. Michael Ramsey [Director of Public Works]

:

TO AECOM:

303 E. Wacker Dr.
Suite 1400
Chicago, IL 60601
Attn Hsing Chu [Project Manager]

:

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS

OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

17. GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 26
Consulting Services Agreement	Articles 1 through 25 and 27
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

26. SPECIAL TERMS AND CONDITIONS

NONE

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: Village of Westmont

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

Address

)

(End of page)

EXHIBIT A
SERVICES

Services:

<i>As stated in attached "Proposal for Services for the Westmont Public Works Facility Space/Needs Programming Study.</i>

Schedule:

<i>As stated in attached "Proposal for Services for the Westmont Public Works Facility Space/Needs Programming Study.</i>

Deliverables:

1) Programming Report and Cost Estimate
2) Conceptual Design Report and Cost Estimate

AECOM Project Manager

Name	Mr. Hsing Chu
Title	Design Engineer
Address	303 E. Wacker Dr. Suite 1400
Phone Number	312-373-6577
Email Address	hsing.chu@aecom.com

Client Project Manager

Name	Mr. Michael Ramsey
Title	Director of Public Works
Address	31 West Quincy Street
Phone Number	630-981-6289
Email Address	mramsey@westmont.il.gov

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 38,938.00). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

(INTENTIONALLY OMITTED)

2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client’s objection within 10 days of receipt of invoice. Client shall pay the

undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020

ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated xxx, 20__ between Village of Westmont ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

[] **Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. **Project Impact:**

Other Changes (including terms and conditions):

- 6. All other terms and conditions of the Agreement remain unchanged.
- 7. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Village of Westmont

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

Address

[End of Agreement]

Customer Agreement for Temporary Services

This Customer Agreement for Temporary Services (the “Agreement”) governs transactions by which Client retain the Services of CBN Management LLC dba Brilliant Partners (and affiliated companies Brilliant Financial Staffing, Brilliant Management Resources and Brilliant Technology Staffing)(“Company”) to assist your company (“Client”) in meeting its staffing needs.

Part 1 - General

1.1 Definitions

The term “Branch” means the Company branch located at the address identified on the signature page of this Agreement.

The term “Services” means the provision of services by the Company to Client.

1.2 Agreement Structure

Additional terms and conditions for the Services are included in Exhibit A, which is attached to this Agreement (the “General Conditions”), which General Conditions are incorporated into this Agreement in their entirety by reference. Company also provides additional terms for Services in each Job Arrangement Letter that shall be issued under this Agreement (each a “Job Arrangement Letter” and collectively, the “Job Arrangement Letters”) the terms of which Job Arrangement Letters are also incorporated into this Agreement in their entirety by reference. All Services under this Agreement will be subject to a Job Arrangement Letter, which will be sent to Client each time Company provides Services to Client under this Agreement. In order to initiate a Service, Client will provide Company with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services Client requires in reasonable detail. Company will promptly reply to such request and indicate whether Company will or will not provide the requested Service. If Company elects to provide the requested Service, Company will send Client the applicable Job Arrangement Letter. If there is a conflict among the terms of this Agreement and any Job Arrangement Letter, the terms of this Agreement shall control and govern over those of the Job Arrangement Letter. Client shall be deemed to have accepted the terms in any Job Arrangement Letter by (i) using the Service or allowing others to do so, or (2) making any payment for the Service set forth therein.

1.3 Charges and Payment

Fees for Services are due and payable in accordance with the General Conditions attached hereto as Exhibit A, including the Conversion Fees payable for directly hiring Company’s employees and the fees payable if an employee works overtime; e.g., in excess of 40 hours per week. Client hereby agrees to the terms of the General Conditions and to pay Company accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to the terms of this Agreement, the General Conditions or any Job Arrangement Letter to be valid, both parties must acknowledge and accept such change in writing. Additional or different terms in any written communication from Client (such as a purchase order) are void unless accepted in writing by the Company.

1.5 Limitation of Liability

Regardless of the basis on which Client may be entitled to claim damages from Company (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Company’s liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Company for the Service that is the subject of the claim. Under no circumstances is Company liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Practices of Our Relationship

Each party will maintain workers’ compensation insurance, commercial liability insurance and employer’s liability insurance. Company will be responsible, to the extent applicable, for any workers’ compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for its employees. Any sales, service, value-added, use, consumption or other such tax imposed upon the Services shall be separately disclosed and added to the amount of each invoice to Client unless Client provides Company with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). In the event that any provision of this Agreement, including those of the General Conditions and any Job Arrangement Letter is held to be invalid or unenforceable, the remaining provisions of this Agreement, General Conditions and Job Arrangement Letter remain in full force and effect.

1.7 *Agreement Term*

This Agreement will continue for a period of one (1) year after the Effective Date, unless terminated earlier. Either party may terminate this Agreement immediately upon written notice to the other. Either party may terminate this Agreement if the other breaches any of its terms, provided the one who is in breach is given written notice and reasonable time to cure any such breach, other than a payment breach, for which there shall be no cure period. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assigns.

1.8 *Warranties*

EXCEPT AS SET FORTH IN THE GENERAL CONDITIONS ATTACHED HERETO AS EXHIBIT A, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

- 2.1 Company checks references only by asking specific questions to select past employers with regard to skills and work history before Company places an individual on his or her first assignment. Company has not engaged in any verification process other than this initial reference check (e.g., Company has not screened for drug use, administered a medical exam or conducted a criminal background or credit check).
- 2.2 Client agrees that Client is responsible for supervising Company's employees. Client will not permit or require a Company employee (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or (vi) to operate machinery (other than office machines) or automotive equipment.
- 2.3 Client agrees that Client will provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, Client will notify Company immediately (i) of any obligations in the government contract or subcontract relating to wages, and (ii) if Company is legally required to initiate E-Verify verification procedures for any Company employee assigned to Client.
- 2.4 Client agrees that Client is responsible for reporting any claim to Company in writing during or within ninety (90) days after the termination of the applicable assignment. Company will not be responsible for any claim related to any Services unless Client has reported such claim in writing to Company within ninety (90) days after termination of the applicable assignment.
- 2.5 Client agrees that Client is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for Client's company. Client agrees that Client is fully responsible for, and that Company will not be responsible for any injuries, claims, damages or losses that may result from Client's failure to comply with the foregoing.
- 2.6 The Company employee will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Company employee's signature thereto. Client agrees to hold in confidence the identity of any Company employee as well as the Company employee's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
- 2.7 Each party will indemnify, defend and hold harmless the other party and its managers, directors, officers, employees, successors, assigns and agents from and against any claim, loss and expense, including reasonable attorneys' fees, arising from the performance of this Agreement and attributable to bodily injury, violation of laws, sickness, disease or death, or damage to or destruction of tangible property caused in whole or in part by the negligence or misconduct of the indemnifying party or its managers, directors, officers, employees, successors, assigns and agents, except to the extent caused by the gross negligence or willful misconduct of the indemnified party. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim for which indemnification is sought hereunder ("Claim"), (ii) give the indemnifying party the opportunity to arrange and direct the defense of the Claim at its sole expense, and (iii) give the indemnifying party all information, assistance and authority reasonably necessary for it to perform its obligations hereunder. The indemnifying party may not consent to the entry of any judgment or enter into any settlement without the indemnified party's prior written consent, which may not be unreasonably withheld.

Part 3-General

- 3.1 Neither party may assign this Agreement without the prior written consent of the other. Any attempt to assign, subcontract or delegate in violation of this subsection is void in each instance.
- 3.2 Any controversy, claim or dispute arising out of or relating to this Agreement or any Services hereunder, between the parties hereto shall be litigated solely in state or federal court in Wheaton, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the party at the party's last known address, if personal service delivery can not be easily effected, and (4) authorizes and directs the agent to accept such service in the event that personal service delivery can not easily be effected.
- 3.3 This Agreement is governed by the laws of the State of Illinois, excluding its conflicts of law rules.
- 3.4 This Agreement, the General Conditions attached hereto as Exhibit A, and any and all Job Arrangement Letters are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Company and Client regarding these transactions.

Exhibit A

General Conditions of Assignment and Terms of Payment

Any capitalized terms not otherwise defined in these General Conditions of Assignment and Terms of Payment (“General Conditions”) shall have the meanings ascribed thereto in the Customer Agreement for Temporary Services between CBN Management LLC dba Brilliant Partners (and affiliated companies Brilliant Financial Staffing, Brilliant Management Resources and Brilliant Technology Staffing) (the “Company”) and your company (the “Client”) dated effective at the start of your company’s first assignment. These General Conditions have been incorporated into and form a part of the Agreement. The Company’s employee is assigned to Client under the following terms:

1. *Guarantee:* Company guarantees Client’s satisfaction with the Services provided by Company’s employees under the Agreement. If, for any reason, Client is dissatisfied with the performance of any Services provided by any Company employee assigned to Client under the Agreement, (i) Company will promptly replace such Company employee, and (ii) Company will credit Client for the number of hours of Services provided by the initial Company employee who is replaced hereunder billable to Client up to the number of hours of Services provided by the replacement Company employee to Client (“Company Guarantee”). The Company Guarantee is effective only if (a) the initial Company employee is assigned by the Company without Client having interviewed, screened or reviewed the resume of such Company employee prior to his or her assignment to Client, and (b) Client provides Company with feedback (oral or written via electronic transmission) regarding the initial Company employee not less than once per week during the term of the assignment to Client. Notwithstanding the effectiveness of the foregoing Company Guarantee, all Services provided by any Company employees assigned to Client under the Agreement shall be deemed accepted and no credit for hours billed shall be applied if, within seven (7) days after the performance of such Services by such Company employees, Client has not provided to Company written notice indentifying specifically any basis for not approving the Services and/or any such Company employees.

Time Sheet: Company’s employees will present a time sheet to Client or Client’s representative for verification and signature at the end of each week. Company will bill Client weekly for the total hours worked by the Company’s employees. Company’s invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Company may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. In the event of a lawsuit the prevailing party shall have its attorneys fees paid by the losing party. Additionally, in the event that Client fails to comply with the Local Government Prompt Payment Act ILCS 505/let seq, Company may, at its option, charge interest as authorized in the Local Government Prompt Payment Act ILCS 505/let seq.

2. *Overtime:* If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.

3. *Hiring Company Employee Referred to Client:*

(a) All Company personnel referred, presented or assigned to Client under the Agreement are employees of Company. Client hereby acknowledges that Company has expended significant financial and human capital in hiring and retaining the Company employees referred, presented or assigned to Client or any Client Affiliates (as defined below) under the Agreement. Client hereby agrees (i) to obtain the Company’s prior written consent to the hiring of any Company employee who was presented, referred or provided Services to Client or any of Client’s parent, subsidiaries or affiliates (each, a “Client Affiliate”) or any downstream client of Client or any Client Affiliate (collectively, “Client Affiliates), and (ii) to pay the Conversion Fee (as defined below) to Company if Client or any Client Affiliates hires or contracts for services, directly or indirectly, any Company employee who was presented, referred or provided Services under the Agreement to Client or any Client Affiliates within twelve (12) months after the last date such Company employee either provided Services or was presented or referred to Client or any Client Affiliates under the Agreement .

(b) The conversion fee shall be equal to one percent per thousand, up to 35%, of such Company employee’s aggregate annual compensation, including bonuses, or annual contract fee with Client or any Client Affiliates (the “Conversion Fee”). Company shall invoice Client for the Conversion Fee, which Conversion Fee shall be due and payable upon receipt of the invoice. The Conversion Fee is payable to Company regardless of the employment classification of the Company employee hired by Client or any Client Affiliates, as either a full-time, temporary (including temporary assignments through another agency or entity other than the Company) or consulting basis (including independent contractor basis), and the same Conversion Fee calculation shall be applicable should Client or any Company Affiliates convert such Company employee on a part-time basis using the full-time equivalent compensation. The Conversion Fee is also payable to Company if any such Company employee is hired by any Company Affiliates or any other person or entity as a result of a referral of such Company employee by Client or any Client Affiliates.

Printers	Model	Quantity	Serial #
HP	Laser Jet 1320	1	CNBC4B11JL
HP	Laser Jet 1320	1	CNDC52C0XF
HP	Laser Jet 1320	1	CNDC528068
Konica Minolta	BizHub C20P	1	A00F014000845
Xerox	Phaser 6180	1	CN-050K 57917-842-0000000155
Canon	Pixma MP150	1	QCI-7663-DB01-01
Epson	Photo R260	1	JKSK125789
Lexmark	T630	1	992808K
HP	Deskjet 6122	1	MY56T3B0B1
Brother	IntelliFAX 3800	1	U60060G4J692358
Miscellaneous			
AMX	Axcent 3	1	595520S4810431
Extron	SW6 AR HVxi	1	611243003E10999
Extron	ADA 4 300MX HV	1	612049115E10910
Extron	SW6 AV MX	1	615330013E11116
AMX	PC1 power controler	1	670H3211429
AMX	AXR-NWS	1	5930P5012838
AMX	NI-700	1	210570X5290033
Extron	RGB 460 xi with ADSP	1	623941050E12080
Extron	RGB 568 with ADSP	1	605226031E12050
AMX	AXB-VOL3	1	5756S2816166
AMX	ViewPoint VPN-CP	1	596301K48103712
Panasonic	AG-2570 VHS player	1	OC9GM81217
Technics	Cassette Deck RS-TR575	1	1TB00391