



Village Board Meeting June 23, 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 June 9, 2016.

*Background Of
Subject Matter*

Required parliamentary procedure.

Type

Motion

b. **Finance Ordinance**

i. **Finance Ordinance # 4**

Total to be announced at the meeting.

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

c. **Purchase Orders**

i. **PO 11039277**

DUMEG \$19,760.00

<i>Background Of Subject Matter</i>	Westmont FY 2016 Fair Share Contribution
<i>Additional Background</i>	DuPage County Metropolitan Enforcement Group (DUMEG) is a county-wide management approach linking local, county, state, and federal police agencies to proactively combat illicit drug trafficking within DuPage County, Illinois.
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents: [PO 11039277.PDF](#)

ii. **PO 11039235**

DuPage Mayors & Managers Conference \$25,126.08

<i>Background Of Subject Matter</i>	Annual Dues
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents: [PO 11039235.PDF](#)

iii. **PO 11039213**

Westmont Chamber of Commerce \$16,376.00

<i>Background Of Subject Matter</i>	Economic Development Partnership Quarterly Payment
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents: [PO 11039213.PDF](#)

iv. **PO 11039218**

MNJ Technology \$37,534.70

<i>Background Of Subject Matter</i>	Storage Servers for Citrix
<i>Type</i>	Purchase Order
<i>Budgeted</i>	Yes

Documents: [PO 11039218.PDF](#)

v. **PO 11039244**

Doors by Russ Inc \$18,365.00

Background Of Subject Matter Fire Bay Doors
Type Purchase Order
Budgeted Yes

Documents: [PO 11039244.PDF](#)

vi. **PO 11039214**

Cummins NPower LLC \$29,395.00

Background Of Subject Matter Fire Department Generator
Type Purchase Order
Budgeted Yes

Documents: [PO 11039214.PDF](#)

vii. **PO 11038442**

Greenleaf Homeowners \$29,608.78

Background Of Subject Matter Final payout to homeowners association per contract from letter of credit
Type Purchase Order
Budgeted Yes

Documents: [PO 11038442.PDF](#)

viii. **PO 11039196**

Don Morris Architect \$12,477.89

Background Of Subject Matter May Plan Reviews & Inspection Fees
Additional Background This payment is on the finance ordinance, which will be approved simultaneously with the purchase order
Type Purchase Order
Budgeted Yes

Documents: [PO 11039196.PDF](#)

ix. **PO 11039224**

Hornik Engineer Systems Inc \$5,805.00

Background Of Subject Matter Backflow Tests/Certifications
Type Purchase Order
Budgeted Yes

Documents: [PO 11039224.PDF](#)

- x. **PO 11039216**
Standard Industrial & Auto \$7,774.99

Background Of Subject Matter Replacement of Inoperable In-ground Vehcile Lift
Type Purchase Order
Budgeted No
Budgeted Explanation Expense was not anticipated

Documents: [PO 11039216.PDF](#)

- xi. **PO 11039239**
Illini Hi Reach \$8,615.00

Background Of Subject Matter Aerial Lift/Work Platform
Additional Background This will replace previously approved PO 11039036 to another vendor in the amount of \$9,487.70. After the initial approval, staff was able to find a similar piece of equipment for a lower cost through Illini Hi Reach.
Type Purchase Order
Budgeted Yes

Documents: [PO 11039239.PDF](#)

- xii. **PO 11039289**
R.W. Dunteman Company \$18,629.99

Background Of Subject Matter Cumnor Rd Change Order
Additional Background This payment is included in the Finance Ordinance, which will be approved simultaneously with this purchase order.
Type Purchase Order
Budgeted Yes

Documents: [PO 11039289.PDF](#)

- xiii. **Total Of Purchase Orders**
\$ 229,468.43

Background Of Subject Matter *
Type Purchase Order

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

Background Of Subject Matter *
Type Motion

8. Unfinished Business

9. New Business

a. 301 S Lincoln Street - Setback Variance

Board to consider an ordinance requesting a Zoning Code Variance Request from Stanley T. Bales, Jr. that allows for a new home construction within a required side yard adjoining a street setback in the R-3 Single Family Detached Residence District.

Background Of Subject Matter Planning & Zoning Commission made a unanimous positive recommendation on June 8 after asking site plan questions and noting that the new house would be an improvement to the neighborhood. A neighbor spoke in favor of the variance.

Type Ordinance

Documents: [2016-06-08 PZ16-012 130 S LINCOLN - SETBACK VARIANCE.PDF](#)

b. 5933 S Cass Avenue - Home Occupation Sign

Board to consider an ordinance approving the following requests from Angela Yuan regarding the property located at 5933 South Cass Avenue for the following in the R-3 Single Family Detached Residence District:

1. Zoning code variance request to permit a home occupation sign.
2. Zoning code variance request for relief from the maximum allowable sign size.

Background Of Subject Matter Applicant is requesting approval for a non-illuminated sign of less than 5 square feet identifying the home as having a dental studio.

Additional Background After neighbors' questions were answered at the public hearing, Commission complimented applicant on the thorough & professional presentation & made a unanimous positive recommendation. EDC also recommended a sign variance be considered for the property.

Type Ordinance

Documents: [5933 S CASS PZC PACKET -YUAN.PDF](#)

c. 2016 MFT Resurfacing Project Change Order 1 Request

Board to consider an ordinance to approve Change Order #1 for the 2016 MFT Resurfacing Project.

Background Of Subject Matter Current contract totals \$2,142,966.86. In order to satisfy the Bond requirements, we extended the construction limits to include additional streets to be resurfaced.

Additional Background Change Order #1 in the amount of \$586,165.00 (approximately 27%) will bring the total contract to \$2,729,131.86.

Recommendation Approval of Change Order #1 in the amount of \$586,165.00.

Type Ordinance

Documents: [2016-06-09 IDOT CHANGE ORDER.PDF](#)

d. Cumnor Road Reconstruction Project - Change Order Request #1 (FINAL)

Board to consider an ordinance approving Change Order #1 (Final) for the Cumnor Road Reconstruction Project.

Background Of Subject Matter	Balancing Change Order #1 (Final) in the amount of \$18,629.98 (approximately 1.3%).
Additional Background	The final contract amount of \$1,461,937.73 (original contract amount \$1,443,307.75).
Recommendation	Approval of Change Order #1 (Final) in the amount of \$18,629.98.
Type	Ordinance
Budgeted	Yes

Documents: [CHANGE ORDER REQUEST 1 FINAL.PDF](#)

e. Engineering Agreement - CBD Alley Reconstruction Project SecA And SecB

Board to consider an ordinance authorizing an engineering agreement with Thomas Engineering for Ph3 Construction Inspection Engineering and Material Testing Services on the CBD Alley Reconstruction Project SecA and SecB.

Background Of Subject Matter	Request to approve the sum of \$84,238.00 for Ph3 Construction Inspection Engineering and Material Testing Services for the Village's CBD Alley Reconstruction Project SecA and SecB.
Recommendation	Staff recommends approval of the proposal in the amount of \$84,238.00 for Ph3 Construction Inspection Engineering and Material Testing Services for the CBD Alley Reconstruction Project SecA and SecB.
Type	Ordinance

Documents: [WESTMONT - CBD ALLEY RECONSTRUCTION PROJECT SEC A AND SEC B - MATERIAL TESTING AND INSPECTION.2016.06.15.PDF](#)

f. Emergency Telephone Safety Board (ETSB) Resolution

Board to approve the issuance of a Resolution and Letter of Interest signed by Mayor Gunter concerning the Village's participation in a new computer aided dispatch and records management system.

Background Of Subject Matter	The Emergency Telephone and Safety Board (ETSB) is coordinating the creation of a county wide Computer Aided Dispatch and Records Management Systems to improve county wide inter-operability among law enforcement and fire agencies in DuPage County.
Additional Background	The ETSB has asked for a letter of interest and issuance of a resolution to indicate our participation in this project. This project will enhance first responder services to our residents by our fire and police departments.
Recommendation	Staff of both Fire and Police Departments highly recommend the Mayor issue the letter of intent along with the resolution indicating our participation.
Type	Resolution

Documents: [LETTERIFINTENTETSBCADRMS.PDF](#), [RESOLUTIONCADRMS.PDF](#)

g. Intergovernmental Agreement - Village Of Addison, Illinois

Board to consider an ordinance to approve of an Intergovernmental Agreement (IGA) with the Village of Addison to provide dispatch services for the Westmont Police and Fire Departments.

Background Of Subject Matter	The Village of Downers Grove will no longer provide emergency dispatch services beginning mid-2017. The Village of Addison was selected to provide these services beginning in early 2017. Services will be provided by Addison Central Dispatch Center (ACDC)
Additional Background	Staff conducted research on the issue of choosing a vendor or Public Safety Answering Point (PSAP) to provide emergency dispatching services to our departments and residents. Addison Central Dispatch Center is the unanimous choice by staff.
Recommendation	Staff recommends approval of ACDC to provide services to our community.
Type	Ordinance

Documents: [ADDISON FIRE IGA.PDF](#), [ADDISON OVERVIEW.PDF](#), [ADDISON POLICE IGA.PDF](#)

h. **2016-2017 North Fire Protection District Agreement Extension**

Board to approve an ordinance to extend the agreement with the North Fire Protection District for one year.

Background Of Subject Matter	Extension of the agreement is to allow for the establishment of the Special Service Area.
Type	Ordinance

Documents: [2016-06-10 NORTH WESTMONT FIRE PROTECTION DISTRICT AGREEMENT EXT.PDF](#)

i. **Purchasing Text Amendment**

Board to consider an ordinance approving a purchasing authority text amendment to increase the threshold for purchase orders requiring board approval to \$20,000.

Background Of Subject Matter	A \$5,000 limit was set in 2007. The Finance Committee recently discussed the idea of increasing the threshold. State requires bids of \$20,000 have board approval. Of the 10 neighboring/comparable communities surveyed, 7 set a limit of \$20,000 or more.
Additional Background	An analysis of the last three board meetings shows that at \$20,000, the number of POs requiring Board Approval would have been reduced by about 50%. Additionally, this will allow staff increased ability to place orders and make payments more quickly.
Type	Ordinance
Budgeted	N/A

Documents: [PURCHASING POLICY SURVEY - SUMMARY.PDF](#), [2016-06-23 DRAFT AMENDMENT TO PURCHASING CODE.PDF](#)

j. **IL Prevailing Wage - DuPage County**

Board to consider an ordinance to ascertain the prevailing wages as defined in said act.

Background Of Subject Matter	The Village of Westmont is required by Illinois State Law to adopt the ordinance and mail certified copies to the State of Illinois.
Additional	This particular state law requires the Village to ascertain the

Background	prevailing wages, as defined in state law, for laborers, mechanics and other workers in the locality of the Village who are employed in performing construction of public works.
Type	Ordinance

k. **Re-Adoption Of Illinois Plumbing Code**

Board to consider an ordinance approving the re-adoption of the State of Illinois Plumbing Code with local amendments.

Background Of Subject Matter	The Village adopted the State of Illinois Plumbing Code with local amendments in 2015. Subsequent to this adoption, the IL Department of Public Health advised the Village that revised language was needed to properly adopt the Illinois Plumbing Code.
Additional Background	The proposed ordinance now meets the State of Illinois requirements, and does not change the substantive content of the Plumbing Code or local amendments which were previously adopted.
Recommendation	Approve.
Type	Purchase Order

Documents: [ORDINANCE - PLUMBING CODE RE-ADOPTION.PDF](#)

l. **Intergovernmental Agreement With The Village Of Schaumburg**

Board to consider an ordinance approving an Intergovernmental Agreement (IGA) with the Village of Schaumburg for shared IT Facilities.

Background Of Subject Matter	The agreement will provide offsite backup, network recovery, and access systems.
Recommendation	Staff recommends the approval of the IGA between the Village of Schaumburg and the Village of Westmont.
Type	Ordinance
Budgeted	N/A

Documents: [SCHAUMBURG WESTMONT IGA.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, June 9th, 2016.**

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymski P

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

STAFF:

May <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: Forsberg - P

VISITORS: None.

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

OPEN FORUM:

- Barbara Roos - Angel Haven, 213 E. 55th Street - Benefit Sale

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

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

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
TRUSTEE ADDINGTON	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARRY	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE NERO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
	<u>9</u>	<u>10</u>						
TRUSTEE ADDINGTON	<u>Y</u>	<u>Y</u>						
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>						
TRUSTEE BARRY	<u>A</u>	<u>A</u>						
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>						
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>						
TRUSTEE NERO	<u>Y</u>	<u>Y</u>						

REPORTS

Mayor Gunter

- Asked Clerk Szymski to assist in presenting a plaque to Jacki Garvey for her many years of service. Clerk Szymski gave a wonderful speech about how much of an asset Jacki has been to our community, and how she will be missed by all. Mike Ramsey and Spencer Parker talked about how it was wonderful to work with Jacki.
- Talked about setting up a committee to help with the Sister City Program in Taiwan.
- Talked about a fundraiser the for Sgt. James Robinson Memorial. An event will be held at Urban Legend on June 15th.
- The Barbecue for Memorial Day weekend was very successful at Ty Warner Park. Race to the Flag which raised money for People's Resource Center went well too.
- Condolences to the family of Bonnie Wingert. She was involved in the community in many ways and will be waked tomorrow at Toon Funeral Home from 2pm-8pm.

Clerk Szymski

- Thanked the Mayor for all of his assistance with Race to the Flag. It was a successful event. It was taken over by the Park District and many people signed up because money went to People's Resource Center.
- Farewell to my buddy, Jacki. Best of Luck to you.

Attorney Zemenak

- Requested an executive session this evening. The mayor will announce the topics.

Village Manager May

- June 16th the Village Hall will be closed to the public because we will be having an in service event.

Trustee Addington

- Please watch out for kids in the street now that school is out.
- Promoted Little League involvement. Come out and watch them play and route for the kids.
- Next Tuesday at 10:30am, we will have a Strategic Implementation Plan meeting.
- Grill 89 is having a ribbon cutting on June 18th at 10:30am. We are expecting good things.
- Pizzeria Cucinova is another one of those new concepts where you tell them what you want and pizza is ready in a few minutes.
- Maura's Mediterranean is now open.
- The next meeting for Economic Development will be July 6th, 2016.
- Recapped the Red, White, and BBQ Event. Also there was much food donated to People's Resource Center.

Trustee Liddle

- Next Admin Meeting will be July 21st, 2016 at 4:30pm
- Every Thursday night we will have Cruisin' Nights. Please come out and enjoy the cars. Next Thursday is squad car night.
- If you are interested in volunteering, please call Westmont Special Events at 630-829-9378.
- Taste of Westmont is coming up on July 7, 8, 9, & 10. Family Night is July 7th. You can get more information by going to westmontevents.com

Trustee Nero

- Special Meeting was held about Public Safety. It was decided that we are moving our dispatch to Addison. The next regular Public Safety meeting will be June 23rd.
- Please get your kids signed up for Kids Safety Camp. The dates are coming up for June 16th and 17th, then August 3rd and 4th.
- Chief Mulhearn was asked to the podium to discuss the Open House and auction. It was successful event. Thanked EMA members and Lions Club members who helped out.
- The Torch Run came through Westmont last week. Talked about the gold medal winner from last year.
- Come out to the Street Fair this year for Squad Car Nights.
- Congratulated Jacki on her retirement.

Trustee Barry

- Absent.

Trustee Guzzo

- Finance Committee Meeting will be July 7th before the next Village Board Meeting.
- Thanked the Westmont Special Events for all of their hard work.

Trustee Barker

- Westmont First is canceled for June 20th. The next meeting will be at the end of July.
- We will have a Community Tent at the Taste of Westmont this year.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

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

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

Motion by **Trustee Addington** to approve the consent agenda items A, B, C, D, & E.

(A) VILLAGE BOARD MINUTES:

Board to consider approving the minutes of the Village Board Meeting held May 26, 2016.

(B) FINANCE ORDINANCE # 03: Dated **June 9, 2016**, in the amount of
\$ 1,699,869.10

(C) PURCHASE ORDERS

11039096	Global Emergency Products	\$ 7,814.26
11039146	Janus Gardens	2,064.00
11039133	SHI International	7,949.17
	Total of Purchase Orders	\$ 17,827.43

(D) COMMUNITY EVENT: 2016 RECLAIM 13 5K RUN-WALK

Board to consider an ordinance approving the following requests for the 2016 LOVE>FEAR 5K fundraiser for Reclaim 13 to be held on August 20, 2016:

1. Community Events Permit
2. Live Amplified Sound Permit
3. Various temporary street closures during 5K race

(E) COMMUNITY EVENT: WESTMONT PARK DISTRICT - 4TH OF JULY CELEBRATION

Board to consider an ordinance permitting the following in regards to the 2016 Independence Day Celebration at Ty Warner Park:

1. An amplified sound permit request.
2. A Special Event Liquor License Fee Waiver for the Westmont Park District.
3. A special events traffic plan using various one-ways and street closures around Ty Warner Park from 6 a.m. to 10:30 p.m. or until the public has dispersed after the fireworks presentation.

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

VOTE ON MOTION #1

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

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

UNFINISHED BUSINESS

NEW BUSINESS

(2) COMMISSIONER REAPPOINTMENT - PLANNING & ZONING

Community Development Director Ziegler and Craig Thomas addressed the Board on this item.

Motion by **Trustee Addington** to consider a motion to approve the Mayor's reappointment of Craig Thomas to the Planning and Zoning Commission.

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

VOTE ON MOTION #2

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

(3) COMMISSIONER REAPPOINTMENT - BOARD OF FIRE & POLICE COMMISSIONERS

Village Manager May addressed the Board on this item.

Motion by **Trustee Nero** to consider a motion to approve the Mayor's reappointment of Vince Musial to the Board of Fire and Police Commission.

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

VOTE ON MOTION #3

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

(4) 230 S CASS AVENUE - DUPLEX BUILDING

Community Development Director Ziegler addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving the following requests from SKE Property Investments for the following:

1. Zoning Code Variance request for relief from the minimum square feet per building in a R-4 General Residence District.

2. Zoning Code Variance request for relief from the maximum allowable density in a R-4 General Residence District.
3. Site and Landscaping Plan approval to build a new single-family semi-detached dwelling.
4. Preliminary Plat of Subdivision request to split one lot into two buildable lots in the R-4 General Residence District.

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

VOTE ON MOTION #4

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

Nays: None.

Absent: Barry

Present:None.

(5) 200 N LINDEN AVENUE - J.T. MANNING ELEMENTARY SCHOOL

Community Development Director Ziegler and Superintendent Stephen Cashman

addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving the following requests from Cashman Stahler Group, Inc. regarding improvements at J.T. Manning Elementary School for the following:

1. Zoning Code Variance request for relief from the maximum allowable Floor Area Ratio (FAR) in the R-3 Single Family Detached Residence District.
2. Zoning Code Variance request for relief from the maximum allowable Lot Coverage in the R-3 Single Family Detached Residence District.
3. Site and landscaping approval to construct a building addition.

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

VOTE ON MOTION #5

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

Nays: None.

Absent: Barry.

Present:None.

(6) PURCHASE OF REAL ESTATE

Village Manager May addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance approving a real estate contract for the purchase of 6101 S. Cass Avenue by the Village.

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

VOTE ON MOTION #6

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

Nays: None.

Absent: Barry

Present: None.

(7) PROFESSIONAL ENGINEERING SERVICES AGREEMENT - ESI CONSULTANTS, LTD.

Community Development Director Ziegler addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance to approve an Engineering Agreement for Professional Services pertaining to Stormwater Review Services with ESI Consultants, Ltd.

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

VOTE ON MOTION #7

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

Nays: None.

Absent: Barry

Present: None.

MISCELLANEOUS:

- Larry Forssberg talked about an upcoming event. The Chamber Golf Outing is tomorrow and food will be provided by Neat Kitchen and Bar.

(8) CLOSED SESSION: As requested by Attorney Zemenak, a motion was made by **Trustee Addington** to move into Executive Session under Open Meetings Act (2)(c)(1) to discuss employment, compensation, discipline, performance, or dismissal of an employee and (2)(c)(6) to discuss setting the price of real estate at 6:51 PM.

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

VOTE ON MOTION #8

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

Nays: None.

Absent: Barry

Present: None.

(9) RECONVENE REGULAR BOARD MEETING: Motion by **Trustee Addington** to move out of Executive Session and to reconvene the regular Board meeting at 7:17 pm.

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

VOTE ON MOTION #9

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

Nays: None.

Absent: Barry.



Village Clerk's Office

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

Present: None.

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

VOTE ON MOTION #10

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

Nays: None.

Absent: Barry.

Present: None.

MEETING ADJOURNED AT 7:18 P.M.

ATTEST:

APPROVED:

Virginia Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 23rd day of June, 2016.



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

MEETING DATE: June 08, 2016

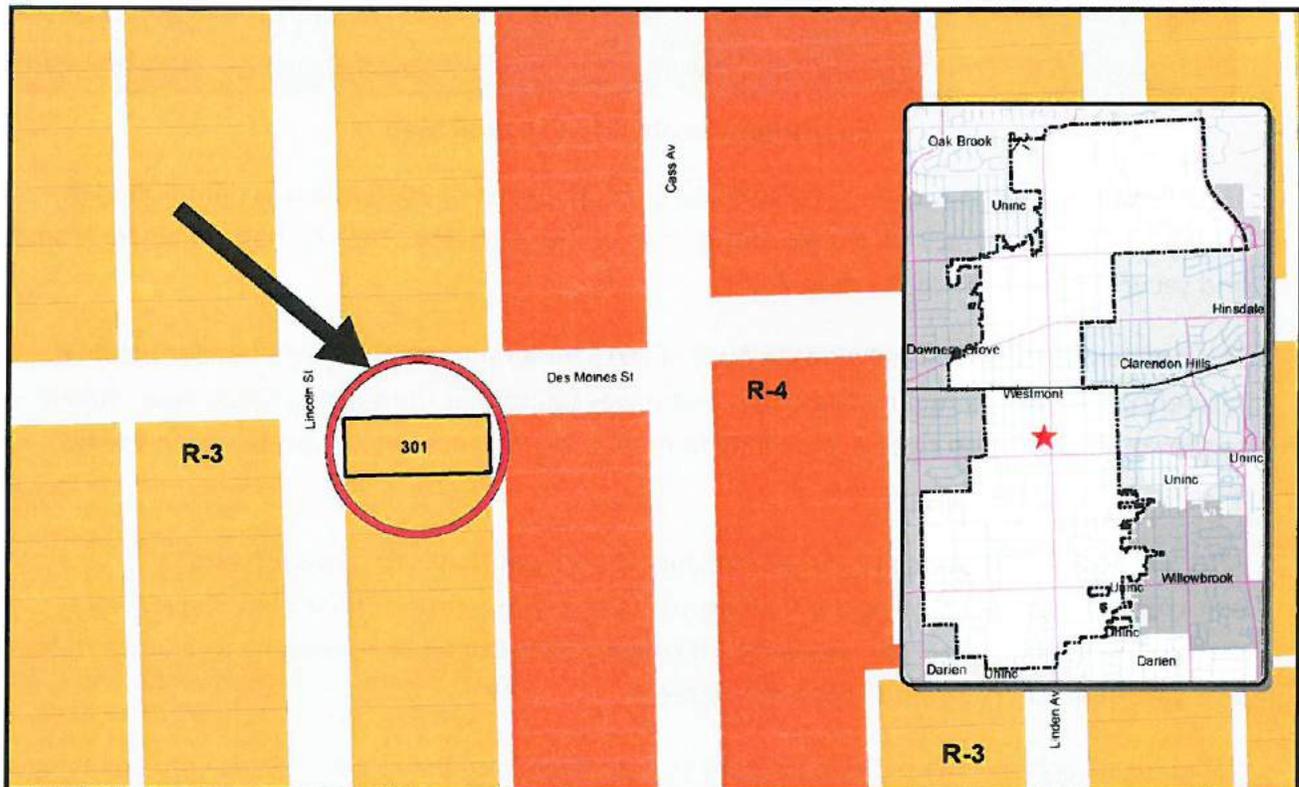
P/Z 16-012

TITLE: Stanley T. Bales, Jr. regarding the property located at 301 South Lincoln Street, Westmont, IL 60559 for the following:

- (A) Zoning Code Variance Request to allow new home construction within a required side yard adjoining a street setback in the R-3 Single Family Detached Residence District.

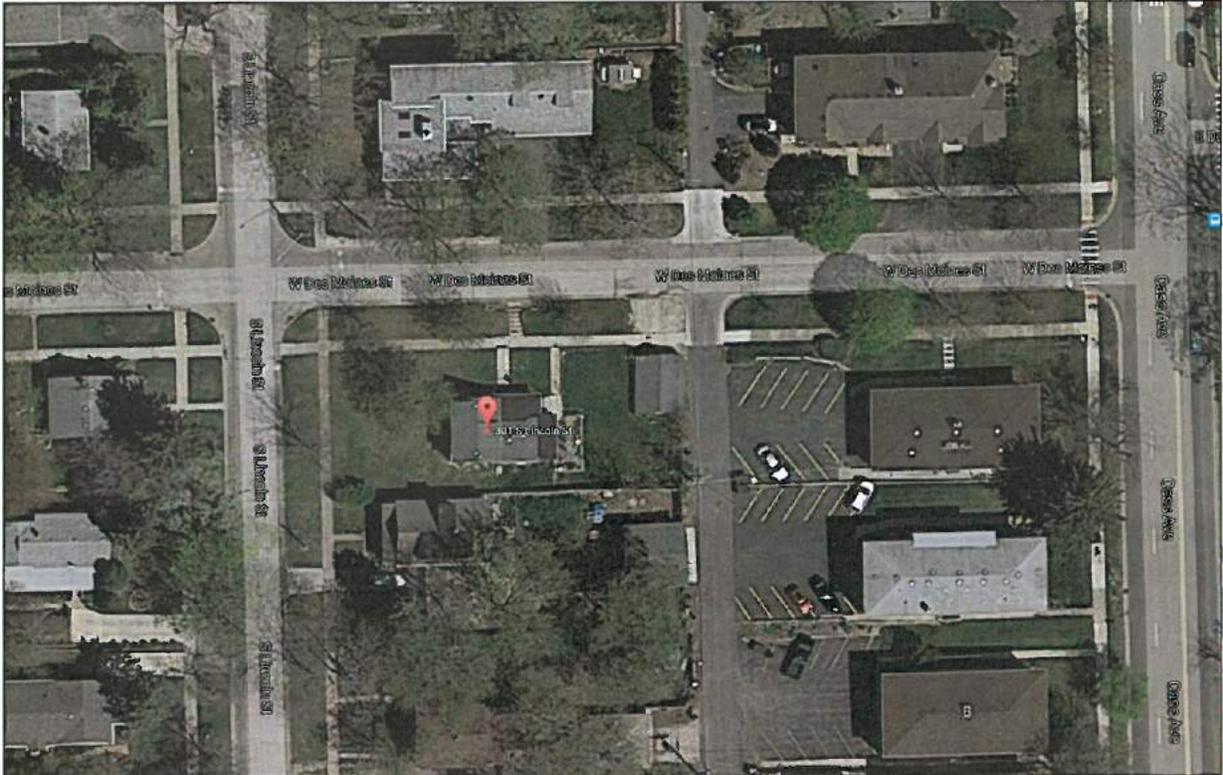
BACKGROUND OF ITEM

The subject lot is located on the southeast corner of the intersection of Lincoln Street and Des Moines Streets. Also known as Lot 20 in Block 28 of the Arthur T. McIntosh and Company subdivision, the lot is approximately 60' x 150' and is approximately 9,000 square feet or 0.21 acres.



301 South Lincoln Street - Zoning Map

The property is zoned R-3 Single Family Detached Residential District, as are the adjacent properties to the north, south, and west. Property to the east along South Cass Avenue is multi-family residential and zoned R-4 General Residence District.



301 South Lincoln Street -Aerial Map

The previous home on the property suffered a fire in August of 2015 and was demolished in February of 2016, along with the existing garage on the property. The site has remained vacant and securely fenced since the demolition.

The petitioner had submitted plans in April of 2016 for a replacement single family detached residence that met all required setbacks, but it was found that the existing home immediately to the south was in too close a proximity to meet a 10' distance separation between the two structures.

After discussion with staff, proposed remedies for the petitioner to move forward in construction included revising the building plans to create a smaller floor plan, requesting a waiver to the building permit regulations through Village Board, or requesting a variance to the side yard setbacks (side yard adjoining a street).

Weighing all options, the petitioner requests a variance from the minimum side yard adjoining a street setback so that the home may be shifted with existing plans to accommodate the 10' building separation requirement.

ZONING ANALYSIS

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

Minimum setbacks 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.



301 South Lincoln Street

Setback summary for variance request

As a corner property, required side yard setbacks are 5' to the interior side yard, and 25' to the side yard adjoining a street. Initially, the floor plan of the proposed house showed a footprint to these required setbacks. It was found through surveys that the house to the south of the property sits 3.74' from the property line, resulting in a distance between the two homes to be 8.74', or 2.26' deficient of a 10' required separation distance (per the building code). As a remedy, the new home would be constructed with a 6.5' setback to the interior lot, which would create a 10.24' separation distance. This pushes the entire home 1.5' to the north into the required 25' setback.

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

<i>R-3 District</i>	<i>Minimum Side Yard Adjoining a Street</i>	<i>Requested Setback</i>
Single-family detached dwelling	25'	23.5'
Variance Requested:		1.5' encroachment variance



Adjacent home seen in background

The previous home and garage have been demolished due to the fire damage, but staff does note that the previous home was setback only 19.29' to the side street. Although not relevant as a legal non-conforming setback, the variance request for the new construction does show a significant improvement to prior site conditions.

In the neighborhood context, multiple homes in the immediate vicinity show existing setbacks of less than the 25' minimum, including 237 South Lincoln Street to the immediate north, which has a setback of approximately 10' to the street.

SUMMARY

The applicant requests a variance for relief from the minimum setbacks for a side yard adjoining a street to construct a new single family detached residence in the R-3 District.

DOCUMENTS ATTACHED

1. Public notice as published in the May 25, 2016 edition of the Westmont Progress.
2. Application for variance, with associated application materials, dated May 11, 2016.
 - a. Plat of Survey, prepared by Associated Surveying Group, dated October 08, 2005.
 - b. Building Plan and Elevations, prepared by J Stanulis Architects, dated May 10, 2016.
 - c. Site Plan, prepared by BCI, Inc., dated May 16, 2016.

**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, June 08, 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 May 11, 2016 meeting
7. Open Hearing

New Business

PZ 16-012 Stanley T. Bales, Jr. regarding the property located at 301 South Lincoln Street, Westmont, IL 60559 for the following:

(A) Zoning Code Variance Request to allow new home construction within a required side yard adjoining a street setback in the R-3 Single Family Detached Residence District.

PZ 16-013 Westmont B Imports, Inc. regarding the property located at 420 and 430 East Ogden Avenue, a portion of Westmont Drive, 645, 650 and 651 Westmont Drive, and 415 Plaza Drive, Westmont, IL 60559 for the following:

- (A) Special Use Permit request to operate an automotive dealership in the B-2 General Business District.
 - (B) Zoning Code Variance request to allow parking within the front yard setback.
 - (C) Zoning Code Variance Request to increase the allowed height in the B-2 General Business District for the purpose of constructing a rooftop parking deck for an automobile dealership.
 - (D) Preliminary Plat of Vacation for Westmont Drive.
 - (E) Preliminary Plat of Consolidation.
 - (F) Site and Landscaping Plan approval.
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**

May 25, 2016
Westmont Suburban Life 1190994

**LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
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, June 08, 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 Westmont B Imports, Inc. regarding the property located at 420 and 430 East Ogden Avenue, a portion of Westmont Drive, 645, 650 and 651 Westmont Drive, and 415 Plaza Drive, Westmont, IL 60559 for the following:

- (A) Special Use Permit request to operate an automotive dealership in the B-2 General Business District.
- (B) Zoning Code Variance request to allow parking within the front yard setback.
- (C) Zoning Code Variance Request to increase the allowed height in the B-2 General Business District for the purpose of constructing a rooftop parking deck for an automobile dealership.
- (D) Preliminary Plat of Vacation for Westmont Drive.
- (E) Preliminary Plat of Consolidation.
- (F) Site and Landscaping Plan approval.

PARCEL 1 (651 Westmont Drive):

THE WEST 180.00 FEET (AS MEASURED ALONG THE SOUTH AND NORTH LINES THEREOF) OF LOT 19 IN OAKWOOD INDUSTRIAL PLAZA, UNIT NO. 2, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972 AS DOCUMENT R72-26017, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (430 East Ogden Avenue & 645 Westmont Drive): TRACT 1 OF LAUREL ASSESSMENT PLAT, BEING A PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1991 AS DOCUMENT R91-060354, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 1 (650 Westmont Drive): LOT 1 IN J. KRAMER'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 13 AND 14, EXCEPT THE NORTH 210.0 FEET OF SAID LOT 13, IN OAKWOOD INDUSTRIAL PLAZA UNIT NO. 2, BEING A SUBDIVISION IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1984 AS DOCUMENT R84-55934, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2 (415 Plaza Drive): THE EAST 106.00 FEET OF THE WEST 206.00 FEET OF THE NORTH 210.00 FEET OF LOT 13 IN OAKWOOD INDUSTRIAL PLAZA UNIT NO. TWO, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972, AS DOCUMENT R72-26017, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3 (429 East Ogden Avenue): THE EAST 200 FEET OF LOT 15 IN OAKWOOD INDUSTRIAL PLAZA UNIT NUMBER 2 BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 3 TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1972 AS DOCUMENT R72-26017, IN DUPAGE COUNTY, ILLINOIS.

PINS: 09-03-206-007, 09-03-206-011, 09-03-206-014, 09-03-207-011, 09-03-207-018

More Common Location: 420 and 430 East Ogden Avenue, 645, 650 and 651 Westmont Drive, Westmont Drive, and 415 Plaza Drive, Westmont, IL 60559

Village Code(s) Applicable: Appendix A, Section 4.05 (E) (22)
Appendix A, Section 4.16 (C) (7)
Appendix A, Section 7.02(E)
Appendix A, Section 7.03 (A)(8)(d)
Appendix A, Section 7.05(D)
Appendix A, Section 10.06 (G)
Appendix A, Section 13.07
Appendix A, Section 13.09
Appendix B 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**

May 25, 2016
Westmont Suburban Life 1190971

LEGAL NOTICE / PUBLIC NOTICE

NOTICE TO BID BIDS

1. **Time and Place of Opening Bids:** Sealed proposals for the item described herein will be received at the Downers Grove Sanitary District, 2710 Curtiss Street, Downers Grove, Illinois 60515, until 10:00 a.m., Wednesday, June 15, 2016, and at that time will be publicly opened and read.
2. **Description of Work:** The proposed work consists of providing digester mixing equipment for Anaerobic Digester #1 at the District's Wastewater Treatment Center.
3. **Instructions to Bidders:** Specifications and proposal forms may be obtained from Jeff Barta, Maintenance Supervisor, at the Downers Grove Sanitary District, 2710 Curtiss Street, Downers Grove, IL 60515, Telephone: (630) 969-0664.
4. **Rejection of Bids:** The Downers Grove Sanitary District reserves the right to reject any and all proposals and to waive technicalities.

Downers Grove Suburban Life 1191037

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

**LEGAL NOTICE / PUBLIC NOTICE
VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
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, June 08, 2016. The purpose of the hearing is to consider a request from Stanley T. Bales, Jr. regarding the property located at 301 South Lincoln Street, Westmont, IL 60559 for the following:

(A) Zoning Code Variance Request to allow new home construction within a required side yard adjoining a street setback in the R-3 Single Family Detached Residence District.

Legal Description:

LOT 20 IN BLOCK 28 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH & CO. OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

More Common Location: 301 South Lincoln Street, Westmont, IL 60559

PIN: 09-09-428-001

Village Code(s) Applicable: Appendix "A", Section 6.04 (F) (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.

**WESTMONT PLANNING AND ZONING COMMISSION
Ed Richard Chairperson**

May 25, 2016
Westmont Suburban Life 1190956

Variance Request R3 Zoning

Re: 301 S. Lincoln St.
R.E. Index # 09-09-428-001

May 04, 2016

Community Development Department,

My name is Stanley Bales; some of you may know me from the Hardware store here in town. I am not sure if all of you are aware of the fire that occurred at my home at 301 S. Lincoln St. in August 2015. A minor child that had been arrested and convicted of arson for unknown reasons set it on fire.

I am pleading to the Board Members and the Building and Zoning Department. Since the fire in August, I have diligently been progressing forward with the processes of rebuilding. I have suffered delays in the process, from the civil engineering, sanitary district, etc. All of these delays have been out of my control. I was finally able to submit my building permits on April 13, 2016. During the first review, I was made aware of a recent discovery. The neighbor to the south of my home does not have the 5-ft. setback required. I am 15" short of the fire code to have 10 ft. between us. Since this is a corner lot that is 60 ft. x 150 ft., the architect designed the home to be 30 ft. wide. Giving a 5-ft. easement to the south and a 25-ft. setback on the North and West sides. My home will have sprinklers, but since the neighboring does not, I will be applying for a set back variance.

In order to be compliant with the Fire Ordinance, I would require a **maximum** side yard set back of 23.74'. I believe it would be in the best interest to make the side yard set back no greater than 23.5'. This should yield an approximate distance of 10.3' between the homes. The previous home prior to demolition had a side yard set back of 19.29' from the North.

Thank You for your consideration,
Sincerely,
Stan Bales

Variance Request R3 Zoning

Finding of Fact for Variations
Re: 301 S. Lincoln St.
R.E. Index # 09-09-428-001

May 04, 2016

Community Development Department,

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; Because the current fire code requires 10' between structures.

The plight of the owner is due to unique circumstances; The neighboring home to the South does not have the appropriate side yard set back of 5' not allowing for the 10' between the homes to meet current fire code.

The variation, if granted, will not alter the essential character of the locality; This area of the subdivision is one of the original. Many, if not all of the surrounding homes currently have side yard set backs that are much less than the proposed. Character of the locality will not be altered.

Thank You,
Stanley Bales
Property Owner

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF JUNE 8, 2016

P/Z 16-012 – Stanley Bales, regarding 301 S. Lincoln Street, Westmont

Request for a variance to allow for the construction of a new home which encroaches into the required side yard adjoining a street 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 Applicant faces a hardship that is not self-created. An adjacent home to the south contains a non-conforming interior side yard setback of 3.74 feet. If the Applicant were to build the proposed home at the allowed interior side yard setback of 5 feet, the home would violate the 10 foot building separation requirement. In order to maintain this building separation requirement and yield a reasonable return, the Applicant has repositioned this proposed house to the north and seeks this variance to allow a minor encroachment into the side yard setback adjoining a street.

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

FINDINGS OF FACT: The hardship in this case is created by the non-conforming house to the south. The previous house on the subject property contained a corner side yard setback of 19.29 feet, and the proposed new home will lessen this setback encroachment to 23.5 feet.

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

FINDINGS OF FACT: The proposed side yard encroachment is minimal and consistent with the setbacks of other houses in the area which are located on corner lots. This variance, if approved, will be consistent with the character of the surrounding area.

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

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

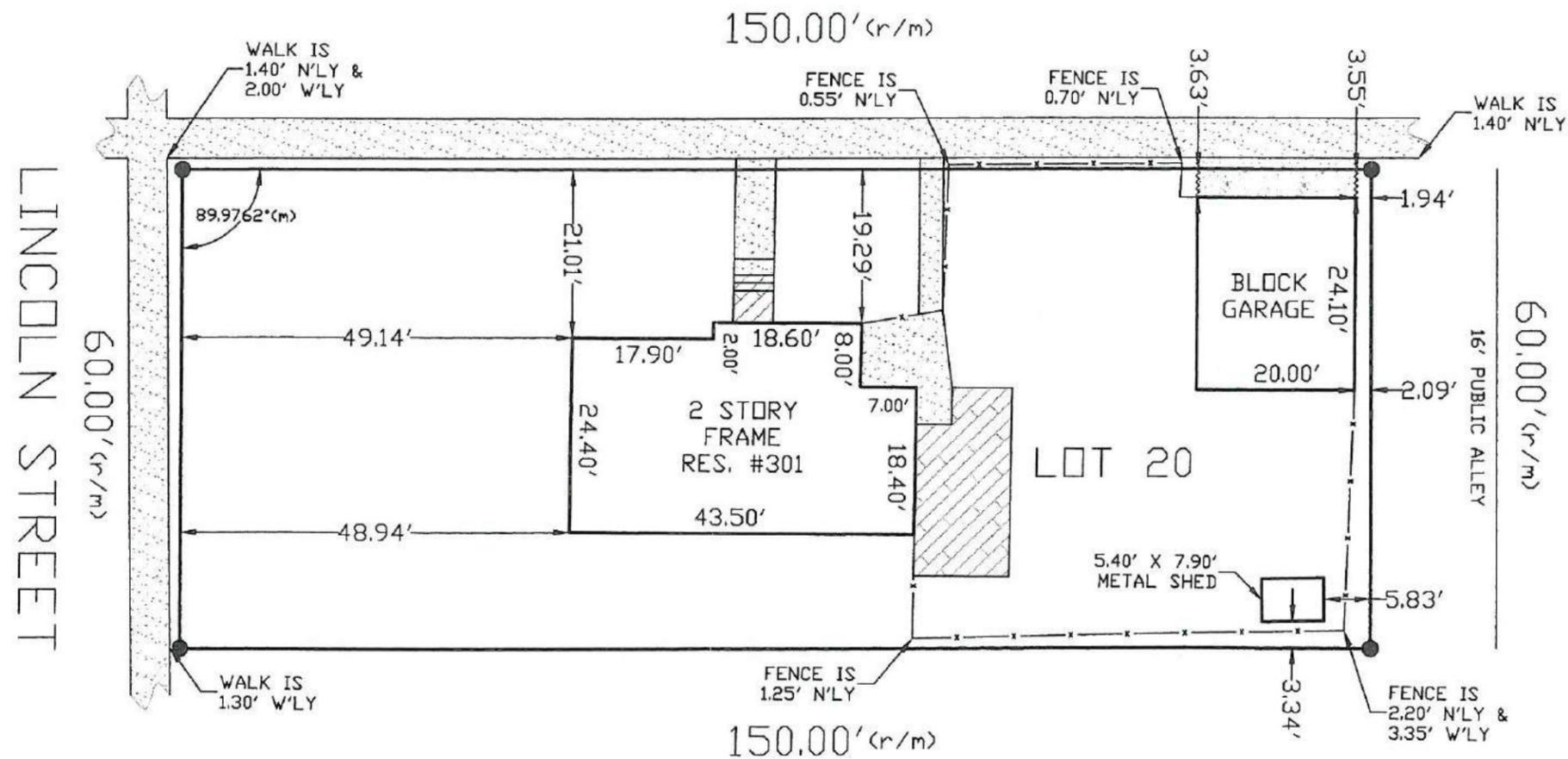
Associated Surveying Group, P.C.

Illinois Prof. Design Firm No. 184-003013
 P.O. Box 810 Bolingbrook, IL 60440
 PH: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

LOT 20 IN BLOCK 28 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH & COMPANY OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

DES MOINES STREET



State of Illinois }
 County of Will } SS

I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 21st day of DECEMBER, A.D., 2005, at Bolingbrook, IL.

FIELDWORK DATE: OCTOBER 8, 2005

Michael G. Herwy
 Illinois Professional Land Surveyor No. 35-002900
 License Expires: November 30, 2006

CLIENT: SPERLING

JOB NO.: 61471-05

LEGEND:

- ASPHALT
- CONCRETE
- WOOD
- BRICK
- SET IRON PIPE
- IRON PIPE
- CROSS
- REBAR/ROD
- NOTCH
- CHAIN LINK FENCE
- WOOD FENCE
- ALL OTHER FENCE TYPES

ABBREVIATIONS:

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

NOTES:
 1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.
 2. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES.
 3. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.15 FEET OR MORE.
 4. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT.



SCALE 1" = 20'



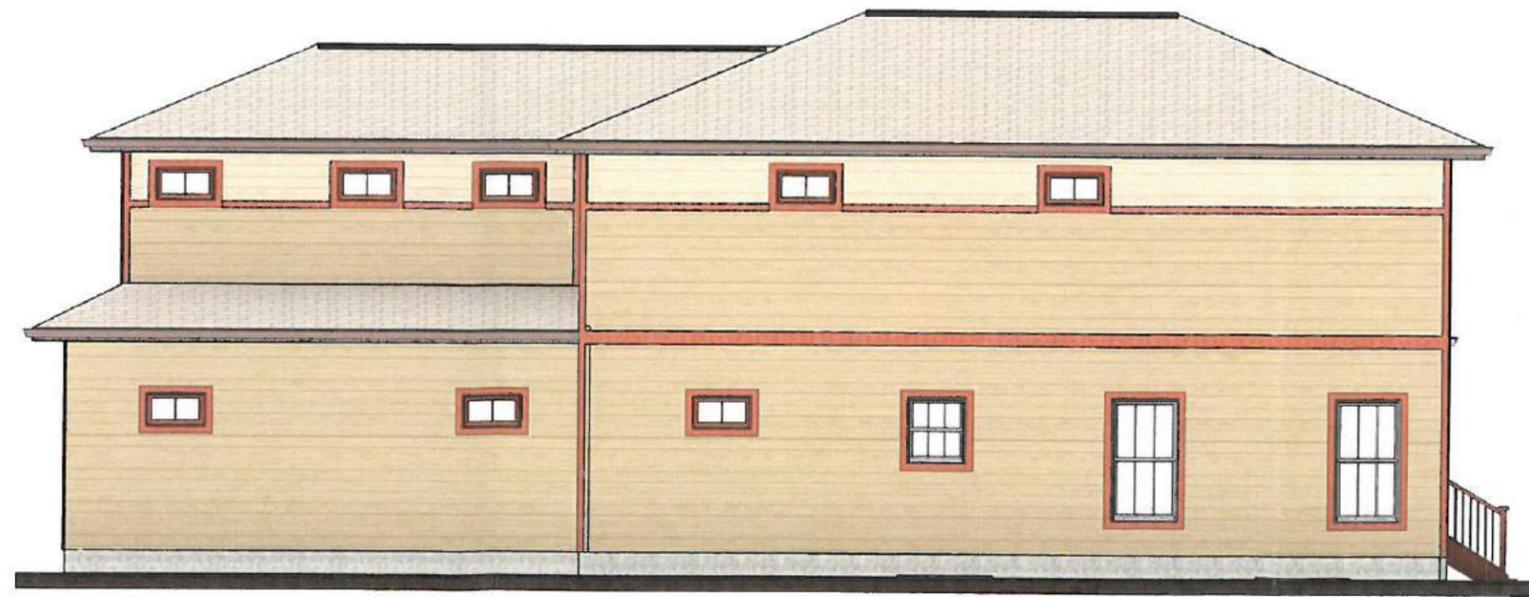
① East Elevation Copy 1
 1/8" = 1'-0"



② North Elevation Copy 1
 1/8" = 1'-0"

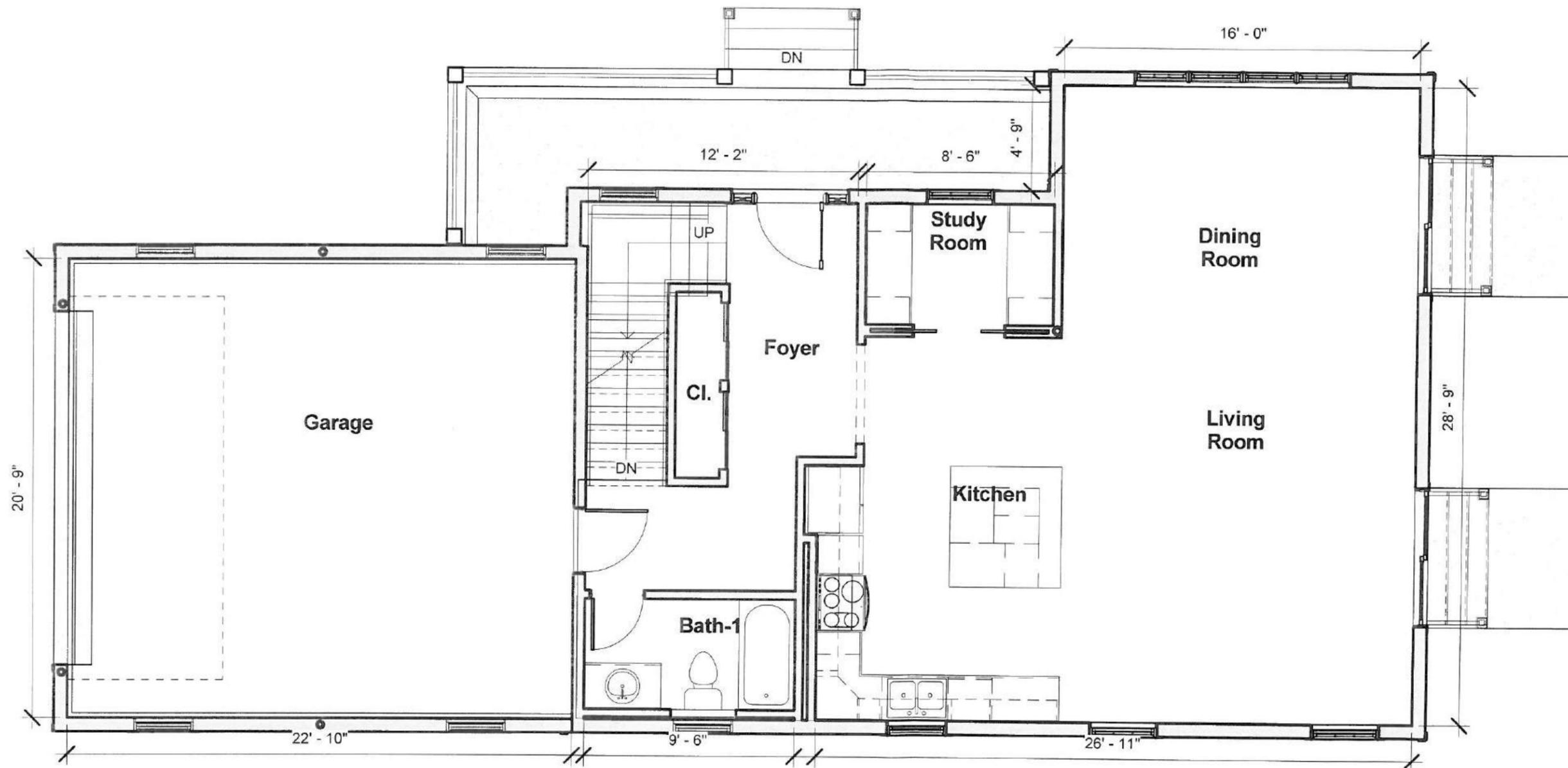


④ West Elevation Copy 1
 1/8" = 1'-0"



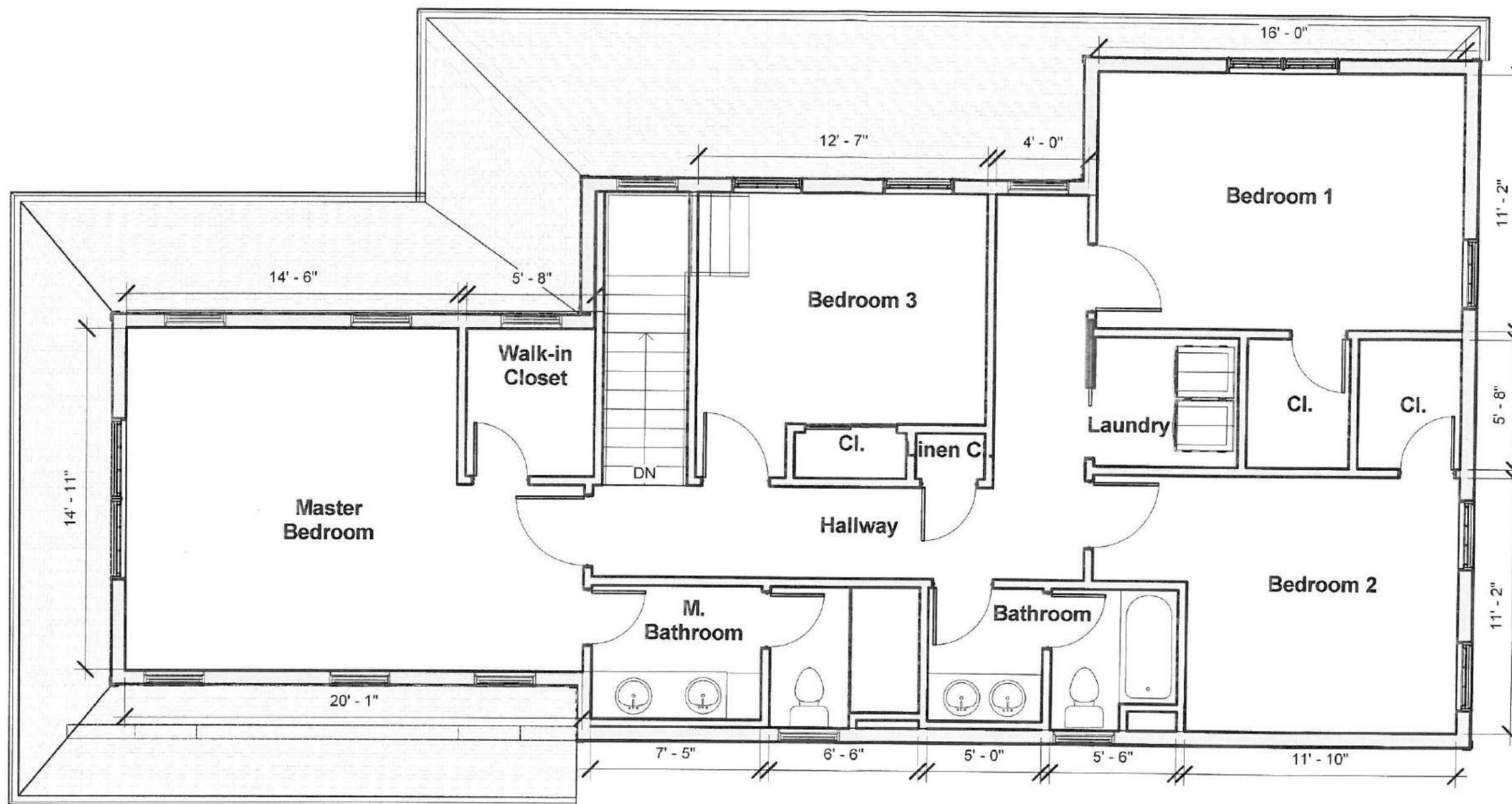
③ South Elevation Copy 1
 1/8" = 1'-0"

OWNER: Stan Bales
PROJECT DESCRIPTION: 301 S Lincoln St Westmont, IL 60559
SHEET TITLE: Proposed Elevations
SCALE: 1/8" = 1'-0"
DATE: 05/10/16
SHEET: A3.0



① 01 - First Floor - Presentation
 3/16" = 1'-0"

OWNER:	Stan Bales
PROJECT DESCRIPTION:	301 S Lincoln St Westmont, IL 60559
SHEET TITLE:	Proposed First Floor
SCALE:	3/16" = 1'-0"
DATE:	05/10/16
SHEET:	A2.1



① 02 - Second Floor - Presentation
 3/16" = 1'-0"

OWNER: Stan Bales
PROJECT DESCRIPTION: 301 S Lincoln St Westmont, IL 60559
SHEET TITLE: Proposed Second Floor
SCALE: 3/16" = 1'-0"
DATE: 05/10/16
SHEET: A2.2

ENGINEER'S COST ESTIMATE 04/19/2016 - 301 LINCOLN WESTMONT, IL.
 COST ESTIMATE FOR SEGMENTATION CONTROL, TREE PROTECTION, LANDSCAPING & UTILITIES
 THIS DOES NOT INCLUDE ANY SITE COSTS FOR FOUNDATION, EXCAVATION, STRUCTURAL, WALLS & RETAINMENT CONSTRUCTION

ITEM OR DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	SUB-TOTAL
SEGMENTATION CONTROL	sq ft	112	\$1.00	\$112.00	\$1,284.00
Tree Protection	sq ft	412	\$1.50	\$618.00	\$1,902.00
Landscaping	sq ft	150	\$1.50	\$225.00	\$2,127.00
Utilities	sq ft	150	\$1.50	\$225.00	\$2,352.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$2,418.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$2,484.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$2,550.00
GRASS	sq ft	44	\$1.50	\$66.00	\$2,616.00
SOIL	sq ft	44	\$1.50	\$66.00	\$2,682.00
WOOD	sq ft	44	\$1.50	\$66.00	\$2,748.00
STEEL	sq ft	44	\$1.50	\$66.00	\$2,814.00
BRICK	sq ft	44	\$1.50	\$66.00	\$2,880.00
GLASS	sq ft	44	\$1.50	\$66.00	\$2,946.00
STONE	sq ft	44	\$1.50	\$66.00	\$3,012.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$3,078.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$3,144.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$3,210.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$3,276.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$3,342.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$3,408.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$3,474.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$3,540.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$3,606.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$3,672.00
GRASS	sq ft	44	\$1.50	\$66.00	\$3,738.00
SOIL	sq ft	44	\$1.50	\$66.00	\$3,804.00
WOOD	sq ft	44	\$1.50	\$66.00	\$3,870.00
STEEL	sq ft	44	\$1.50	\$66.00	\$3,936.00
BRICK	sq ft	44	\$1.50	\$66.00	\$4,002.00
GLASS	sq ft	44	\$1.50	\$66.00	\$4,068.00
STONE	sq ft	44	\$1.50	\$66.00	\$4,134.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$4,200.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$4,266.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$4,332.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$4,398.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$4,464.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$4,530.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$4,596.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$4,662.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$4,728.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$4,794.00
GRASS	sq ft	44	\$1.50	\$66.00	\$4,860.00
SOIL	sq ft	44	\$1.50	\$66.00	\$4,926.00
WOOD	sq ft	44	\$1.50	\$66.00	\$5,000.00
STEEL	sq ft	44	\$1.50	\$66.00	\$5,070.00
BRICK	sq ft	44	\$1.50	\$66.00	\$5,140.00
GLASS	sq ft	44	\$1.50	\$66.00	\$5,210.00
STONE	sq ft	44	\$1.50	\$66.00	\$5,280.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$5,350.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$5,420.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$5,490.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$5,560.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$5,630.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$5,700.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$5,770.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$5,840.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$5,910.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$5,980.00
GRASS	sq ft	44	\$1.50	\$66.00	\$6,050.00
SOIL	sq ft	44	\$1.50	\$66.00	\$6,120.00
WOOD	sq ft	44	\$1.50	\$66.00	\$6,190.00
STEEL	sq ft	44	\$1.50	\$66.00	\$6,260.00
BRICK	sq ft	44	\$1.50	\$66.00	\$6,330.00
GLASS	sq ft	44	\$1.50	\$66.00	\$6,400.00
STONE	sq ft	44	\$1.50	\$66.00	\$6,470.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$6,540.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$6,610.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$6,680.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$6,750.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$6,820.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$6,890.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$6,960.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$7,030.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$7,100.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$7,170.00
GRASS	sq ft	44	\$1.50	\$66.00	\$7,240.00
SOIL	sq ft	44	\$1.50	\$66.00	\$7,310.00
WOOD	sq ft	44	\$1.50	\$66.00	\$7,380.00
STEEL	sq ft	44	\$1.50	\$66.00	\$7,450.00
BRICK	sq ft	44	\$1.50	\$66.00	\$7,520.00
GLASS	sq ft	44	\$1.50	\$66.00	\$7,590.00
STONE	sq ft	44	\$1.50	\$66.00	\$7,660.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$7,730.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$7,800.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$7,870.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$7,940.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$8,010.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$8,080.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$8,150.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$8,220.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$8,290.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$8,360.00
GRASS	sq ft	44	\$1.50	\$66.00	\$8,430.00
SOIL	sq ft	44	\$1.50	\$66.00	\$8,500.00
WOOD	sq ft	44	\$1.50	\$66.00	\$8,570.00
STEEL	sq ft	44	\$1.50	\$66.00	\$8,640.00
BRICK	sq ft	44	\$1.50	\$66.00	\$8,710.00
GLASS	sq ft	44	\$1.50	\$66.00	\$8,780.00
STONE	sq ft	44	\$1.50	\$66.00	\$8,850.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$8,920.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$8,990.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$9,060.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$9,130.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$9,200.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$9,270.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$9,340.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$9,410.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$9,480.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$9,550.00
GRASS	sq ft	44	\$1.50	\$66.00	\$9,620.00
SOIL	sq ft	44	\$1.50	\$66.00	\$9,690.00
WOOD	sq ft	44	\$1.50	\$66.00	\$9,760.00
STEEL	sq ft	44	\$1.50	\$66.00	\$9,830.00
BRICK	sq ft	44	\$1.50	\$66.00	\$9,900.00
GLASS	sq ft	44	\$1.50	\$66.00	\$9,970.00
STONE	sq ft	44	\$1.50	\$66.00	\$10,040.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$10,110.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$10,180.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$10,250.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$10,320.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$10,390.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$10,460.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$10,530.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$10,600.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$10,670.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$10,740.00
GRASS	sq ft	44	\$1.50	\$66.00	\$10,810.00
SOIL	sq ft	44	\$1.50	\$66.00	\$10,880.00
WOOD	sq ft	44	\$1.50	\$66.00	\$10,950.00
STEEL	sq ft	44	\$1.50	\$66.00	\$11,020.00
BRICK	sq ft	44	\$1.50	\$66.00	\$11,090.00
GLASS	sq ft	44	\$1.50	\$66.00	\$11,160.00
STONE	sq ft	44	\$1.50	\$66.00	\$11,230.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$11,300.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$11,370.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$11,440.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$11,510.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$11,580.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$11,650.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$11,720.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$11,790.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$11,860.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$11,930.00
GRASS	sq ft	44	\$1.50	\$66.00	\$12,000.00
SOIL	sq ft	44	\$1.50	\$66.00	\$12,070.00
WOOD	sq ft	44	\$1.50	\$66.00	\$12,140.00
STEEL	sq ft	44	\$1.50	\$66.00	\$12,210.00
BRICK	sq ft	44	\$1.50	\$66.00	\$12,280.00
GLASS	sq ft	44	\$1.50	\$66.00	\$12,350.00
STONE	sq ft	44	\$1.50	\$66.00	\$12,420.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$12,490.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$12,560.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$12,630.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$12,700.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$12,770.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$12,840.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$12,910.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$12,980.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$13,050.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$13,120.00
GRASS	sq ft	44	\$1.50	\$66.00	\$13,190.00
SOIL	sq ft	44	\$1.50	\$66.00	\$13,260.00
WOOD	sq ft	44	\$1.50	\$66.00	\$13,330.00
STEEL	sq ft	44	\$1.50	\$66.00	\$13,400.00
BRICK	sq ft	44	\$1.50	\$66.00	\$13,470.00
GLASS	sq ft	44	\$1.50	\$66.00	\$13,540.00
STONE	sq ft	44	\$1.50	\$66.00	\$13,610.00
ROOFING	sq ft	44	\$1.50	\$66.00	\$13,680.00
MECHANICAL	sq ft	44	\$1.50	\$66.00	\$13,750.00
ELECTRICAL	sq ft	44	\$1.50	\$66.00	\$13,820.00
PLUMBING	sq ft	44	\$1.50	\$66.00	\$13,890.00
PAINTING	sq ft	44	\$1.50	\$66.00	\$13,960.00
FINISHING	sq ft	44	\$1.50	\$66.00	\$14,030.00
DEMOLITION	sq ft	44	\$1.50	\$66.00	\$14,100.00
CONCRETE	sq ft	44	\$1.50	\$66.00	\$14,170.00
ASPHALT	sq ft	44	\$1.50	\$66.00	\$14,240.00
PAVEMENT	sq ft	44	\$1.50	\$66.00	\$14,310.00
GRASS	sq ft	44	\$1.50	\$66.00	\$14,380.00
SOIL	sq ft	44	\$1.50	\$66.00	\$14,450.00
WOOD	sq ft	44	\$1.50	\$66.00	\$14,520.00
STEEL	sq ft	44	\$1.50	\$66.00	\$14,590.00
BRICK	sq ft	44	\$1.50	\$66.00	\$14,660.00
GLASS	sq ft				



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

MEETING DATE: May 11, 2016

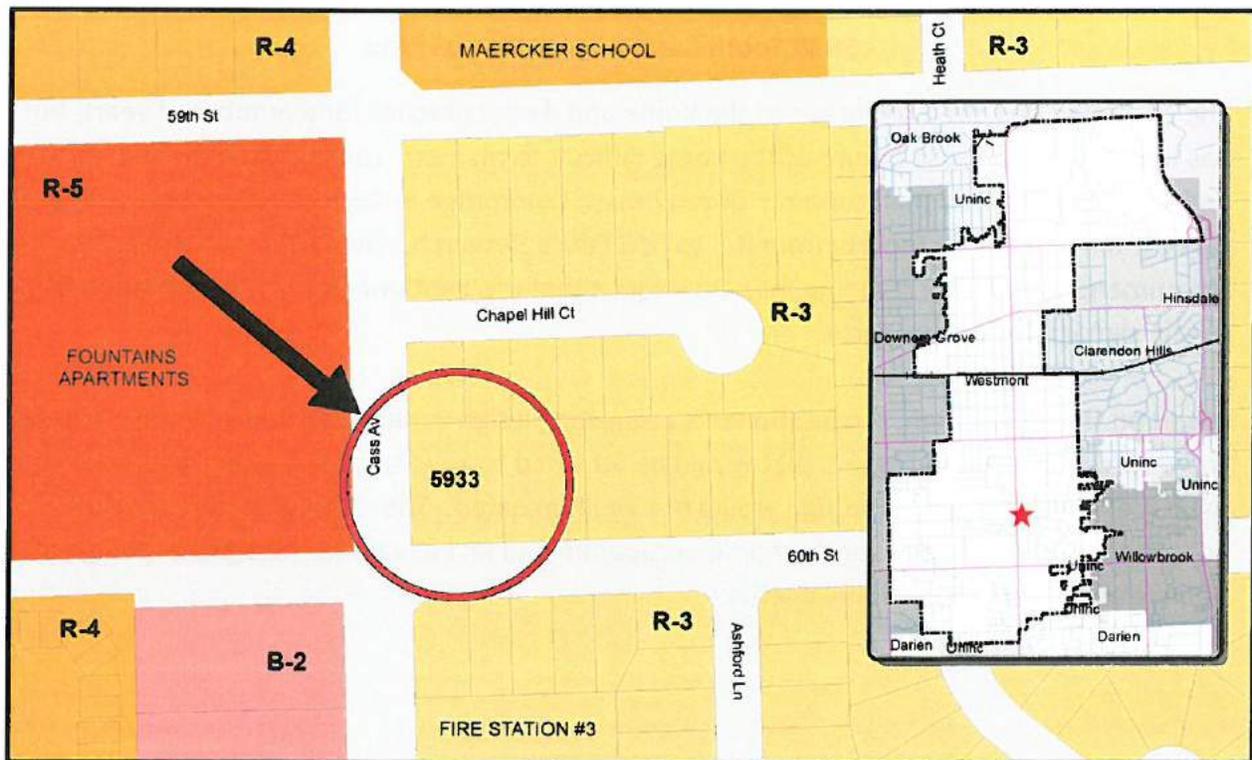
P/Z 16-007

TITLE: 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.

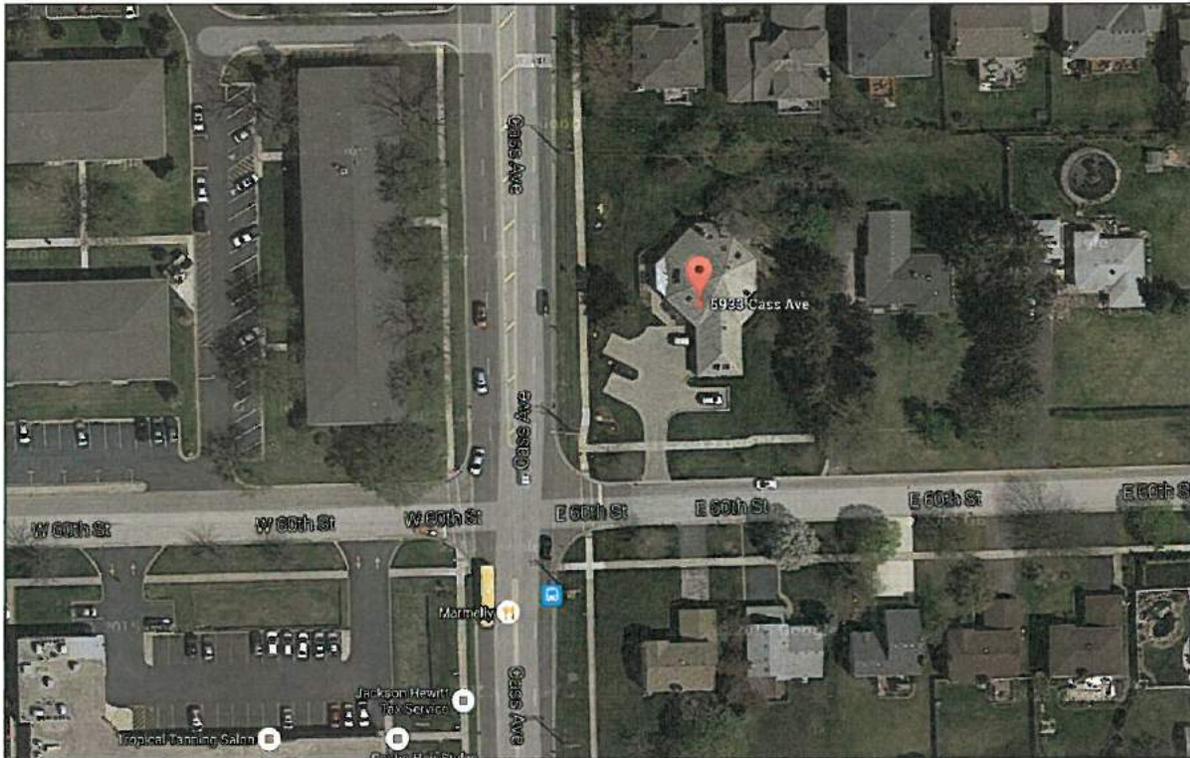
BACKGROUND OF ITEM

The subject property is located on the north east corner of Cass Avenue and 60th Street, and has frontage to Cass Avenue. Although adjacent properties are all residentially zoned, Cass Avenue in the immediate area also has both commercial and institutional uses.



5933 South Cass Avenue Zoning Map

The property is zoned R-3 Single Family Detached Residence District and was constructed by the petitioner in 1992 specifically as a residence and private dental office. No variances were needed for the home occupation as all provisions of the Village Zoning Ordinance were met.



5933 South Cass Avenue - Aerial Map

The petitioner has been trying to sell the home and dental practice for a number of years, but has found the mixed-use nature of the home difficult to market. Looking for alternatives, the petitioner approached the Economic Development Committee in April of 2015 with a proposed request to rezone the property from R-3 to O/R Office Research. The EDC made a negative recommendation to the rezoning, but did suggest that the petitioner look into a variance to obtain signage for the property.

Based on that suggestion, the petitioner is requesting a sign variance for the property. The sign is proposed as individual letters that would be attached to an existing screening wall, and would measure 4.8 square feet. The sign would not be illuminated. The request requires both a variance to permit signage for the home occupation and an increase in the square footage of signage allowed in a residential district.



5933 South Cass Avenue

ZONING ANALYSIS

The subject property is located in the R-3 Single Family Detached Residence District. The district allows a sign of one (1) square foot in size, but the home occupation regulations prohibit any signage related to the business. An analysis of the requests are addressed in the table below.



Signage proposed to be attached to screen wall

Regulating Code	Request
<p>Residential Signs: Appendix "A" Section 11.14 (a)(1) Maximum Gross Surface Area in square feet for a Single-Family Dwelling - 1 square foot Self-Supported Ground Signs - Permitted</p>	<p>4.8 square feet Self-Supported Ground Sign Exceeds permitted by 3.8 sq ft (Increase of 480%)</p>
<p>Home Occupations: Appendix "A" Section 6.01 (A)(2) "There are no signs, display or activity that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling;"</p>	<p>Allowance of 1 sign</p>

SUMMARY

The petitioner seeks sign variances to allow for a 4.8 square foot sign designating a home occupation in an R-3 District. Staff acknowledges that impacts to the adjacent residential will be nominal when considering the overall small size of the signage viewed only from Cass Avenue.

DOCUMENTS ATTACHED

1. Public notice as published in the April 27, 2016 edition of the Westmont Progress.
2. Application for variance, with associated application materials, dated April 07, 2016.
 - a. Plat of Survey, prepared Richard Market Associates, Inc., dated July 13, 1991.
 - b. Plot Plan, prepared by Roake and Associates, Inc., dated July 15, 1991.
 - c. Signage Elevation, prepared by Alphabet Signs, undated.

**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

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**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 BRAMIGAR 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.

WESTMONT PLANNING AND ZONING COMMISSION
 Ed Richard Chairperson

April 27, 2016
 Westmont Suburban Life 1181582

PUBLIC NOTICES

PUBLIC NOTICES

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

will hold 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.

sign in

property located at 230 South Cass Avenue, Westmont, IL 60559 for

maximum square feet per building in the R-4 General Residence District.
 maximum allowable density in the R-4 General Residence District.
 single-family semi-detached dwelling.
 into two buildable lots in the R-4 General Residence District.

property located at 350 East Richmond Street, Westmont, IL 60559 for

vacant lot area for a dwelling in the R-3 Single Family Detached Residence District.

property located at 5933 South Cass Avenue, Westmont, IL 60559 for the following:

maximum allowable sign size in the R-3 Single Family Detached Residence District.

property located at 143 South Cass Avenue, Westmont, IL 60559 for the following:

construction of a building addition in the B-1 Limited Business District.
 property located at 50 West Ogden Avenue, Westmont, IL 60559 for the following:

automobile dealership in the B-2 General Business District.

improvements at J.T. Manning Elementary School, located at 200 West Ogden Avenue, Westmont, IL 60559 for the following:

maximum allowable Floor Area Ratio (FAR) in the R-3 Single Family Detached Residence District.

maximum allowable Lot Coverage in the R-3 Single Family Detached Residence District.

addition.

For 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.

express their views.

Ed Richard Chairperson

April 27, 2016
 Westmont Suburban Life 1181439

Monday, April 4, 2016

Community Development Department
Village of Westmont
31 W Quincy St
Westmont, IL 60559

Re : Variance request for signage at 5933 South Cass Avenue

Dear Sir/Madam:

We are residents of Westmont and I have practiced dentistry here for the past 36 years. In addition, Angela is the founder and president of ICARE, a not-for-profit organization offering 60-units of affordable residences for the elderly at 501 North Cass Avenue since 1986. In 1992, we constructed my current dental home/office at 5933 South Cass Avenue (zone R-3). The building plans and blue prints were fully reviewed and approved by Westmont Village officials, meeting all building codes and requirements. For the past 24 years, my business has run smoothly without any complaints from neighbors.

After our rezoning petition was not approved on April 1, 2015, the planning committee suggested that we could apply for variance at least to have signage on our property for the business. This is our petition for a signage variance on our property at the corner of Cass Avenue and 60th Street. Our building has a Cass Avenue address and faces this street. As I'm certain you are aware, this corner has frequent automobile accidents because it is a very busy street. New patients often miss our building or slow down at the corner because there is no sign, causing congestion and possibly dangerous traffic situations. The sign will not only help our friends and patients find our building, but could also prevent accidents and dangerous traffic situations.

Because this is a variance, we want to present a plan involving the least construction, the least change of current physical structures, and the least change in landscaping. Therefore, our proposal for signage will not involve any construction, change in physical structures, or change in landscaping. We would like to use an existing low wall in front of our front door entrance with ten 9-inch plastic letters: *Dental Care*. The total area of the signage letters will be around 4.8 square feet. This existing wall was approved by the village on our original site plan. The dimensions of this existing wall is 4-foot height and 26-foot long (see attached picture). The signage will not be neon nor illuminated.

Enclosed please find the rendering, site plan with landscaping, survey. Please do not hesitate to ask any question you may have. Thank you for your time!

Sincerely,



Dr. Leon L Yuan, PhD, DDS
Angela L Yuan

Addendum: Findings of Fact for Variations

Variation #1 to Village Code Article VI, Section 6.01(A)(2)

There are no signs, display or activity that will indicate from the exterior that the building is being used, in part, for any purpose other than that of a dwelling.

- (A) *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.*

The Yuans built a contemporary, high-end building on Cass Avenue for the purpose of providing dental services and being a residence. The building is state of the art with a high cost to build. It was featured on the front cover of an international dental magazine. The Yuans submitted a very detailed, complete blueprint to the Village of Westmont prior to construction and it was approved to be completely in compliance to code in 1991. For the past couple of decades, there was no need for a sign because Dr. Yuan already had a full set of patients from his established dental practice beginning in 1979. The old building was only one mile north at 31 East Chicago Avenue in Westmont. This old building had a very large sign (possibly 7 feet high by 15 feet wide) on the west side of the building which could be seen from the corner of Chicago Avenue and Cass Avenue.

Currently, many of Dr. Yuan's patients from 31 East Chicago Avenue have moved elsewhere or passed away. In addition, the market today in the dental profession has turned almost exclusively to large corporate group practices with high visibility. Without a sign, Dr. Yuan's practice cannot compete and survive. The Yuans are not able to market this practice providing dental services without a sign in the front of the building. As a matter of fact, most people in the area have no idea that the building is a dental office. Therefore, the absence of a sign cannot yield a reasonable return.

- (B) *The plight of the owner is due to unique circumstances.*

The property is unique because it is one of the few residences on one of Westmont's busiest streets, Cass Avenue. It is only two-blocks north of 63rd Street. Between this property and 63rd Street, it is full of business shops, gas stations and strip malls. There are signs on both sides of Cass Avenue south of this building.

- (C) *The variation, if granted, will not alter the essential character of the locality.*

The proposed sign is minimalistic and professional. There will no neon or illumination in the sign. The proposed sign consists of only 10 white letters which will be fastened to an *existing* low wall in the front of the building's entrance.

Variation #2 to Village Code Article XI, Section 11.14

Single-family dwelling: 1 square foot maximum gross surface area

- (A) *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.*

[Same as above]

- (B) *The plight of the owner is due to unique circumstances.*

The building is on Cass Avenue which is one of the busiest streets in Westmont. A 1 square foot sign will not be viewable from the road. Even worse, a small sign could cause dangerous traffic situations when a driver slows down to look for the building trying to read the sign. There is a high frequency of accidents at the corner of Cass Avenue and 60th Street where there is no traffic light. Last year, even the electric pole was knocked down as a result of an accident.

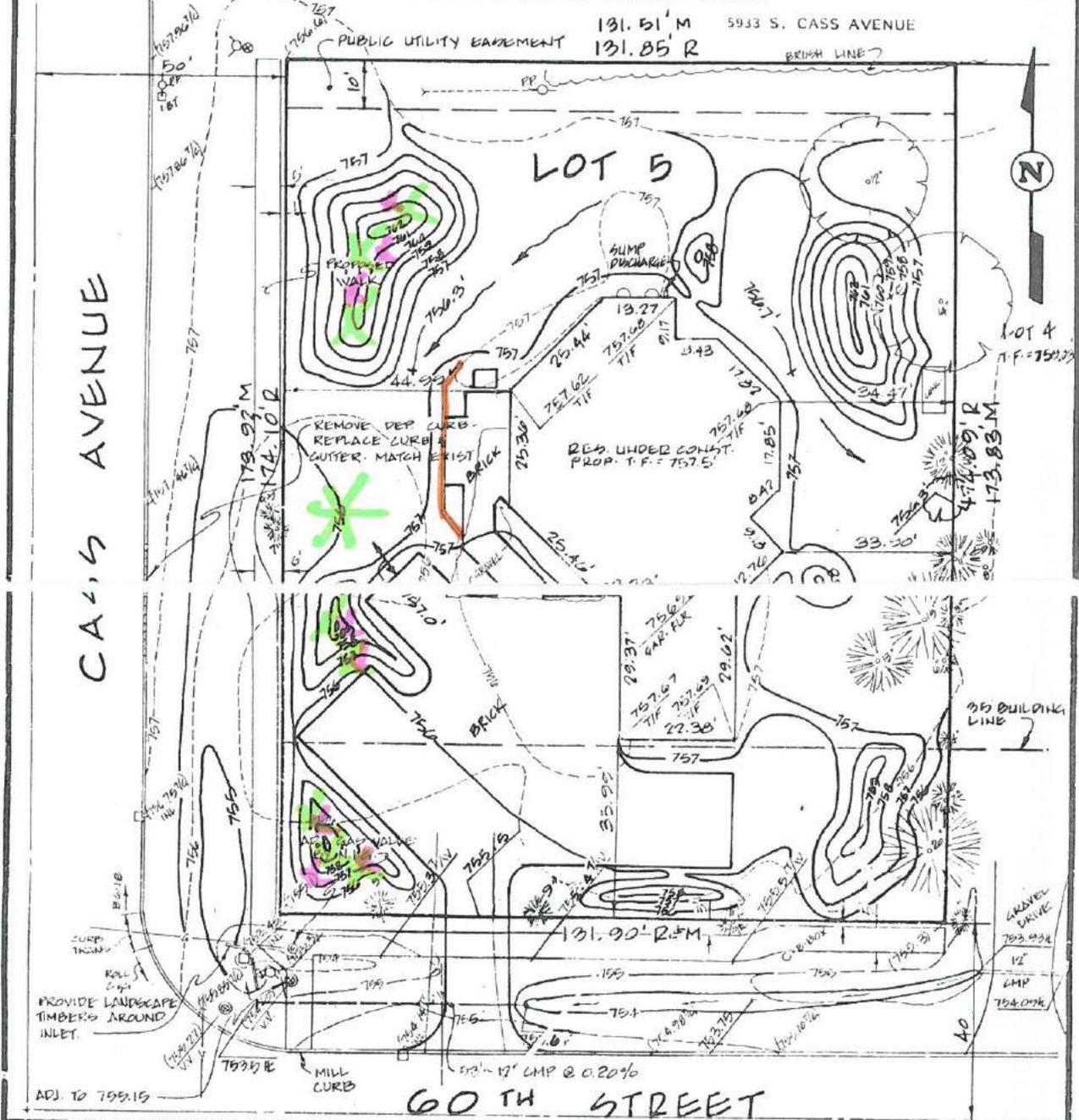
- (C) *The variation, if granted, will not alter the essential character of the locality.*

[Same as above]

PLOT PLAN

OF

LOT 5 IN BOCIAN'S RESUBDIVISION OF LOT 16 (EXCEPT THE NORTH 117 FEET THEREOF) IN BRANIGAR BROTHERS 55TH STREET FARMS, A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT SCHOOL LOT) OF SECTION 15 AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER 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 NO. 800887, IN DUPAGE COUNTY, ILLINOIS.



CASS AVENUE

60TH STREET

PREPARED FOR:
MRS. YUAN

ROAKE AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS
1604 QUINCY AVE. NAPERVILLE, IL 60540 (708) 355-3232

TYPE	DRN BY	DATE	BK/PG/DISC
VACANT	ARZ	6-7-91	
PLOT PLAN	ARZ	5-11-92	
TRIM	ARZ	7-15-91	44/14 DISC 123 DOCUMENT
GRADING			
MTG			
SCALE	1" = 20'		JOB NO. 135.92268



9-inch plastic building letters

Total Dimension: Approximately 77 inches wide x 9 inches high

Material: Outdoor Plastic Building Letters

Color: White

Font Style: Bodini Italic

Mount: Stud to Brick

www.alphabetsigns.com

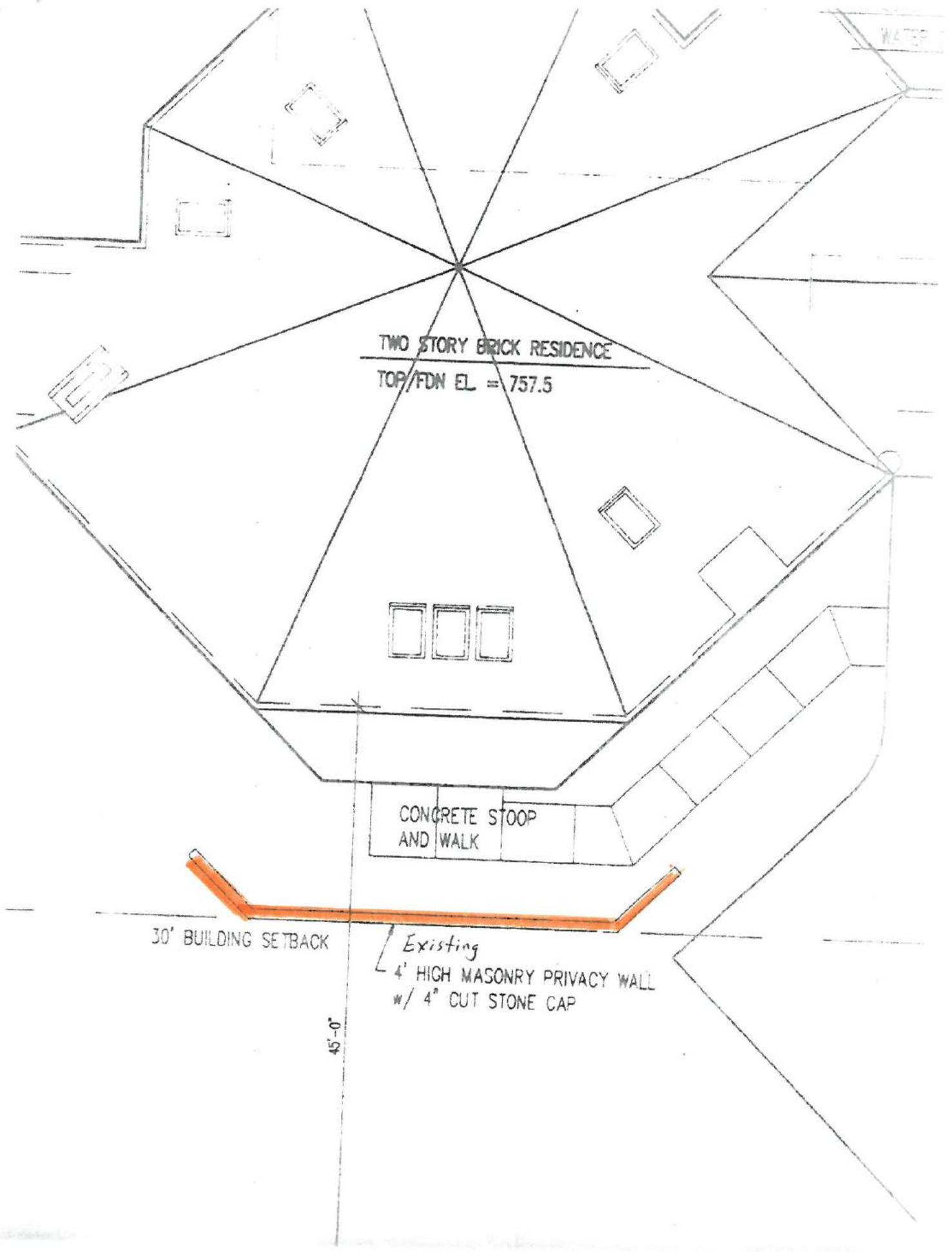
TWO STORY BRICK RESIDENCE
TOP/FDN EL. = 757.5

CONCRETE STOOP
AND WALK

30' BUILDING SETBACK

Existing
4' HIGH MASONRY PRIVACY WALL
w/ 4" CUT STONE CAP

45'-0"



VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF MAY 11, 2016

P/Z 16-007 – Angela Yuan regarding 5933 South Cass Avenue, Westmont

Request for variances to allow a home occupation sign and to grant relief from the maximum allowable sign size for property located 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 Applicant has used the property as a home occupation dentist office since 1992 without any signage. In order to notify customers of this location along busy Cass Avenue, the Applicant is requesting to install one sign. Without a sign which notifies the public about the location of this dental office, the Applicant cannot market its home occupation and yield a reasonable return on the property.

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

FINDINGS OF FACT: This property is unique in that it is a single-family home located on heavily-trafficked Cass Avenue, a busy commercial corridor. Signage for this home occupation would be consistent with the character of the area and existing commercial signage in the area.

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

FINDINGS OF FACT: The proposed sign will be affixed to an existing separation wall and will not be illuminated. The property is located on Cass Avenue, and surrounding commercial properties have significant signage. The proposed sign will not adversely impact the character of this area.

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

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

Total Net Change: \$ 586,165.00
 Amount of Original Contract: \$ 2,142,966.86
 Amount of Previous Change Orders: \$ -
 Amount of adjusted/final contract: \$ 2,729,131.86

Total net addition to date \$ 586,165.00 which is 27.35 % of the contract price.
 (addition, deduction)

State fully the nature and reason for the change: The construction limits were extended as part of this contract.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: Noriel Noriega, PE CPESC
Assistant Director of Public Works-Village Engineer
 Title of Preparer

For County and Road District Projects

 Highway Commissioner

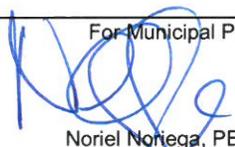
 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

For Municipal Projects



 Noriel Noriega, PE CPESC
 Municipal Officer

 Assistant Director of Public Works-Village Engineer
 Title of Municipal Officer

 6/9/2016

 Date

Approved

 Regional Engineer

 Date

Note: Make out separate form for change in length quantities.
 Give net quantities
 Submit 6 Originals
 If plans are required attached 3 sets.

R.W. Dunteman Co.

Contractors

600 S. LOMBARD ROAD
P.O. BOX 1129
ADDISON, ILLINOIS 60101
PHONE 630-953-1500
FAX 630-932-0994

May 31, 2016



Burns & McDonnell
1431 Opus Place, #400
Downers Grove, IL 60515

Attention: Mr. Jamie Patterson, P.E.

RWD Job No. 1513-Village of Westmont

Cumnor Rd. from 59th St. to 61st St.
Section No. 12-00100-00-PV
Westmont, DuPage County, IL

Dear Mr. Patterson:

We submit herewith in two copies R. W. Dunteman Company Invoice No. 151307 in the net amount of \$18,915.92 constituting our request for Payment No. 7 for work performed on the above project. Please note that with an outstanding retention value of \$2.87, final payment is \$18,918.79.

We trust that the enclosed will meet your approval and will allow you to proceed with payment to us at the earliest possible date. Should you have any questions or require any additional information, please feel free to contact this office.

Sincerely,

R. W. DUNTEMAN COMPANY


William R. Rohde, PE
Vice President

WRR: cjm

Enclosures

cc: File 1513 - I & E 7



Paving Heavy Construction Site Development Grading



Illinois Department of Transportation

Authorization No. 2
Sheet 1 of 3

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 07/20/15
 County: DuPage
 Section: 12-00100-00-PV
 (Westmont)
 Cumnor Road
 Route
 District: One
 Contract No.
 Job No.
 Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
 Address: 600 S. Lombard Road, P.O. Box 1129
 CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
S2			STREET LIGHT REMOVAL	EA	1.000	\$750.0000	D		750.00
Amount of original contract: \$1,443,307.74							Totals	0.00	750.00
Net change to date: \$4,624.96				Percent	0.32%	Net Change			750.00

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Unnecessary to be removed

Determination:

Contract change approved by the Village after discussions with the homeowner. Street light is located in parkway in front of 6035 Cumnor Road.

Date

Deputy Director Division of Highways
Regional Engineer

Date

Engineer of Construction

Date

Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Supervisor _____ Date _____

Resident: _____ Resident _____ Date _____

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 07/30/15
 County: DuPage
 Section: 12-00100-00-PV
 (Westmont)
 Cumnor Road
 Route
 District: One
 Contract No.
 Job No.
 Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
 Address: 600 S. Lombard Road, P.O. Box 1129
 CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
Z0004510			HMA DRIVEWAY PAVEMENT, 2"	SQ YD	63.000	\$31.3500	D		1,975.05
35102000			AGG BASE COURSE, TY B, 8"	SQ YD	63.000	\$16.3000	D		1,026.90
42300100			PCC DRIVEWAY PAVEMENT, 5"	SQ YD	63.000	\$65.0000	A	4,095.00	
35101582			AGG BASE COURSE, TY B, 2"	SQ YD	63.000	\$3.9100	A	246.33	
Amount of original contract: \$1,443,307.74							Totals	4,341.33	3,001.95
Net change to date: \$5,964.34							Net Change	1,339.38	
Percent								0.41%	

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Village determination

Determination:

Contract change per Village direction. This contract change is for two homeowners who are planning to change their driveways from HMA to PCC already.

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Supervisor _____ Date _____

Resident: _____ Resident _____ Date _____

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Contract Adjustment, Change Order, Consultant, In House, FHWA Exempt, Non-Exempt, Major Change, Minor Change

Date: 08/11/15
County: DuPage
Section: 12-00100-00-PV (Westmont)
Route: Cumnor Road
District: One
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Table with columns: Item No., *, Cat, Pay Item, Unit, Quantity, Unit Price, A/D, Addition, Deduction. Row 1: S11, ENVIRONMENTAL SOIL SAMPLING, L SUM, 1.000, \$1,145.0000, A, 1,145.00. Summary row: Amount of original contract: \$1,443,307.74, Net change to date: \$7,109.34, Percent: 0.49%, Totals: 1,145.00, Net Change: 1,145.00.

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Soil sampling for contaminants.

Determination:

Contaminated soils found at 60th/Cumnor. Sampling is necessary to deliver to dispose of soils at a landfill.

THE STATE OF ILLINOIS
By the Department of Transportation
Randall S. Blankenhorn, Secretary
Jim Ofcarcik, Acting Chief Fiscal Officer
William M. Barnes, Chief Counsel

Date Deputy Director Division of Highways Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

Supervisor: Supervisor Date

Resident: Resident Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 5
Sheet 1 of 3

Authorization of Contract Changes

<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 08/20/15
 County: DuPage
 Section: 12-00100-00-PV
 (Westmont)
 Route: Cumnor Road
 District: One
 Contract No.
 Job No.
 Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
 Address: 600 S. Lombard Road, P.O. Box 1129
 CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction	
S12			PID TESTING	HR	8.000	\$95.0000	A	760.00		
Amount of original contract: \$1,443,307.74								Totals	760.00	0.00
Net change to date: \$7,869.34								Net Change	760.00	
				Percent	0.55%					

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: PID testing

Determination:

Contaminated soils found at 60th/Cumnor. PID testing to determine limits of contaminated soils.

 Date Deputy Director Division of Highways
 Regional Engineer

 Date Engineer of Construction

 Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

 Randall S. Blankenhorn, Secretary Date

 Jim Ofcarcik, Acting Chief Fiscal Officer Date

 William M. Barnes, Chief Counsel Date

Supervisor: _____ Date
 Resident: _____ Date
 08/21/2015

FHWA: Acceptable to proceed: Yes No FHWA Participation: Yes No

 FHWA Representative Date



<input checked="" type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 09/10/15
 County: DuPage
 Section: 12-00100-00-PV
 (Westmont)
 Cumnor Road
 Route: One
 District: One
 Contract No.:
 Job No.:
 Project No.:

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
 Address: 600 S. Lombard Road, P.O. Box 1129
 CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction	
44000173			HMA SURFACE REMOVAL, 6"	SQ YD	35.600	\$10.5600	A	375.94		
60603800			COMB CONC C & G, B-6.12	FOOT	16.000	\$22.0000	A	352.00		
*			NEW CONCRETE PAVEMENT	SQ YD	641.000	\$200.0000	A	128,200.00		
S6			PERVIOUS CONCRETE, 8"	SQ YD	641.000	\$74.0000	D		47,434.00	
44201723			CLASS D PATCH, TYPE IV, 6"	SQ YD	36.500	\$72.5400	A	2,647.71		
78000480			THERMOPLASTIC MARKINGS, 6"	FOOT	228.000	\$4.1500	D		946.20	
78000650			THERMOPLASTIC MARKINGS, 24"	FOOT	24.000	\$16.5000	D		396.00	
Amount of original contract: \$1,443,307.74								Totals	131,575.65	48,776.20
Net change to date: \$90,668.79								Net Change	82,799.45	
								Percent	6.28%	

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Concrete for 60th St. intersection and west limit

Determination:

Change from pervious concrete to concrete at intersection of 60th and Cumnor. Also extend west limit on 60th to west of the driveway for 204 60th Street. No pavement markings at 60th St. intersection.

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Supervisor _____ Date _____

Resident: _____ Resident _____ Date _____

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Contract Adjustment, Change Order, Consultant, In House, FHWA Exempt, Non-Exempt, Major Change, Minor Change

Date: 10/12/15
County: 13-Oct
Section: 12-00100-00-PV (Westmont) Cumnor Road
Route: One
District: One
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Table with columns: Item No., *, Cat, Pay Item, Unit, Quantity, Unit Price, A/D, Addition, Deduction. Includes summary rows for original contract amount and net change.

Project location: Cumnor Road from 59th Street to 61st Street

Description and Reason: 6025 Cumnor Driveway R&R

Determination:

Driveway will be removed and replaced on 6025 Cumnor private property to decrease overall slope to roadway.

Signature lines for Deputy Director, Engineer of Construction, and Director of Highways, Chief Engineer.

THE STATE OF ILLINOIS By the Department of Transportation. Signature lines for Secretary, Acting Chief Fiscal Officer, and Chief Counsel.

Supervisor: Supervisor Date

Resident: Resident Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 2 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
25200110			SODDING, SALT TOLERANT	SQ YD	2,232.700	11.2500	A	25,117.88	
25200200			SUPPLEMENTAL WATERING	UNITS	15.000	60.0000	D		900.00
28000305			TEMP DITCH CHECKS	FOOT	20.000	30.0000	D		600.00
28000510			INLET FILTERS	EACH	2.000	275.0000	A	550.00	
35101582			AGG BASE CRS, TY B, 2"	SQ YD	119.600	3.9100	A	467.64	
35102000			AGG BASE CRS, TY B, 8"	SQ YD	351.000	16.3000	D		5,721.30
40201000			AGG FOR TEMP ACCESS	TON	6.900	42.3800	A	292.42	
42300100			PCC DRIVEWAY PAVEMENT, 5"	SQ YD	50.500	65.0000	A	3,282.50	
42400800			DETECTABLE WARNINGS	SQ FT	16.000	32.0000	A	512.00	
Amount of original contract: \$1,443,307.74							Totals	104,208.95	155,826.93
Net change to date:							Percent Net Change		51,617.98

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 3 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
44000173			HMA SURFACE REMOVAL, 6"	SQ YD	133.800	10.5600	A	1,412.93	
44000200			DRIVEWAY PAVEMENT REMOVAL	SQ YD	6.500	18.8000	D		122.20
44000300			CURB REMOVAL	FOOT	9.000	6.1000	D		54.90
44000600			SIDEWALK REMOVAL	SQ FT	209.000	1.3200	A	275.88	
44201723			CLASS D PATCH, TY IV, 6"	SQ YD	155.000	72.5400	A	11,243.70	
44213200			SAW CUTS	FOOT	24.000	3.0000	A	72.00	
50105220			PIPE CULVERT REMOVAL	FOOT	20.000	11.0000	D		220.00
550A0050			STORM SEWERS, CL A, TY 1, 12"	FOOT	97.000	42.2100	A	4,094.37	
550A0070			STORM SEWERS, CL A, TY 1, 15"	FOOT	1.000	47.1200	D		47.12
Amount of original contract: \$1,443,307.74							Totals	121,307.83	156,271.15
Net change to date: _____							Percent Net Change		34,963.32

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

_____ 0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Supervisor _____ Date _____

Resident: _____ Resident _____ Date _____

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 4 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
550A0090			STORM SEWERS, CL A, TY 1, 18"	FOOT	9.000	48.0900	A	432.81	
550A0340			STORM SEWERS, CL A, TY 2, 12"	FOOT	11.000	44.5700	D		490.27
550A0360			STORM SEWERS, CL A, TY 2, 15"	FOOT	5.000	47.3000	D		236.50
550A0380			STORM SEWERS, CL A, TY 2, 18"	FOOT	4.000	52.3300	D		209.32
550A2320			STM SEWERS, RUB, CL A, TY 1, 12"	FOOT	96.000	42.3000	D		4,060.80
550A2530			STM SEWERS, RUB, CL A, TY 2, 15"	FOOT	5.000	47.8400	D		239.20
550A2540			STM SEWERS, RUB, CL A, TY 2, 18"	FOOT	37.000	60.0000	D		2,220.00
55100400			STORM SEWER REMOVAL, 10"	FOOT	73.000	7.0000	A	511.00	
55100500			STORM SEWER REMOVAL, 12"	FOOT	89.000	9.4400	D		840.16
Amount of original contract: \$1,443,307.74							Totals	122,251.64	164,567.40
Net change to date: _____							Percent Net Change		42,315.76

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Supervisor _____ Date _____

Resident: _____ Resident _____ Date _____

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 5 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
56106400			ADJ WATER MAIN, 8"	FOOT	12.000	151.8800	D		1,822.56
56300100			ADJ SAN SEWERS, 8" OR LESS	FOOT	432.000	43.1300	D		18,632.16
56300300			ADJ WATER SERVICE LINES	FOOT	310.000	42.0000	D		13,020.00
56500200			DOM WATER SERV BOX TO MOVED	EACH	3.000	500.0000	D		1,500.00
60107700			PIPE UNDERDRAINS, 6"	FOOT	1.000	7.0000	D		7.00
60200105			CATCH BASINS, TY A, 4' DIA	EACH	2.000	2,955.4500	A	5,910.90	
60234200			INLETS, TY A, OPEN LID	EACH	2.000	972.8100	A	1,945.62	
60255500			MANHOLES TO BE ADJUSTED	EACH	2.000	400.0000	A	800.00	
60603800			COMB CONC C&G, B-6.12	FOOT	52.000	22.0000	A	1,144.00	
Amount of original contract: \$1,443,307.74							Totals	132,052.16	199,549.12
Net change to date:							Percent		67,496.96

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date

Deputy Director Division of Highways
Regional Engineer

Date

Engineer of Construction

Date

Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 6 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

The following change from the plans in the construction of the above designated section of highway improvement is authorized and directed. The estimated quantities are shown below at the awarded contract prices except as indicated. The first addition of an item not in the original contract under the fund type or county as indicated by an asterisk.

Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
66900200			NON-SPECIAL WASTE DISPOSAL	CU YD	115.600	125.0000	A	14,450.00	
78000400			THERMO PVMT MARKINGS, 6"	FOOT	394.000	4.1500	D		1,635.10
78000650			THERMO PVMT MARKINGS, 24"	FOOT	51.000	16.5000	D		841.50
81028200			UNDERGROUND CONDUIT, 2"	FOOT	3.000	18.0000	D		54.00
81603047			UNIT DUCT	FOOT	5.000	9.0000	D		45.00
K0026830			SHRUB REMOVAL	EACH	6.000	75.0000	A	450.00	
X0327458			MANHOLE REMOVAL	EACH	2.000	350.0000	D		700.00
X4240430			PCC SIDEWALK, 5"	SQ FT	616.600	5.5000	A	3,391.30	
Z0004510			HMA DRIVEWAY PAVEMENT, 3"	SQ YD	28.400	31.3500	D		890.34
Amount of original contract: \$1,443,307.74							Totals	150,343.46	203,715.06
Net change to date:							Percent		53,371.60
							Net Change		

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 7 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

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Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
Z0067300			STEEL CASINGS, 12"	FOOT	30.000	92.3600	D		2,770.80
S2			STREET LIGHT REMOVAL	EACH	1.000	750.0000	D		750.00
S5			STORM SEWER, PVC C900	FOOT	3.000	64.6100	D		193.83
S6			PERVIOUS CONCRETE, 8"	SQ YD	759.600	74.0000	D		56,210.40
S7			GEOTEXTILE FABRIC	SQ YD	461.600	1.5800	A	729.33	
S9			2' WIDE PVMT TRANS STRIP	SQ YD	3.000	462.2300	A	1,386.69	
S10			COARSE AGGREGATE, 12"	SQ YD	587.900	19.3200	A	11,358.23	
Amount of original contract: \$1,443,307.74							Totals	163,817.71	263,640.09
Net change to date: _____							Percent Net Change		99,822.38

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 8 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

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Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
AUP-001			SOIL DISPOSAL ANALYSIS	L SUM	1.000	1,145.0000	A	1,145.00	
AUP-002			PID SOIL TESTING	L SUM	1.000	1,140.0000	A	1,140.00	
AUP-003			PCC PAVEMENT, 8"	L SUM	1.000	42,586.5600	A	42,586.56	
AUP-003A			AGGREGATE SUBBASE, 4"	L SUM	1.000	3,318.8600	A	3,318.86	
SFA-001			CONTAMINATED SOIL RELOCATION	L SUM	1.000	1,910.6400	A	1,910.64	
SFA-002			CONTAMINATED SOIL RELOCATION	L SUM	1.000	923.1200	A	923.12	
SFA-003			WATERMAIN SHUTDOWN	L SUM	1.000	1,826.4200	A	1,826.42	
AUP-003			PCC PAVEMENT, 8"	L SUM	1.000	38,416.4400	A	38,416.44	
AUP-003A			AGGREGATE SUBBASE, 4"	L SUM	1.000	2,993.6400	A	2,993.64	
Amount of original contract: \$1,443,307.74							Totals	258,078.39	263,640.09
Net change to date:							Percent	Net Change	5,561.70

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date



Illinois Department of Transportation

Authorization No. 8
Sheet 9 of 9

Authorization of Contract Changes

<input type="checkbox"/> Contract Adjustment	<input type="checkbox"/> FHWA Exempt
<input checked="" type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Non-Exempt
<input checked="" type="checkbox"/> Consultant	<input type="checkbox"/> Major Change
<input type="checkbox"/> In House	<input checked="" type="checkbox"/> Minor Change

Date: 06/08/16
County: DuPage
Section: 12-00100-00-PV

Route: Cumnor Road
District: 1
Contract No.
Job No.
Project No.

Consultant's Name: Burns & McDonnell

Contractor: R.W. Dunteman Company
Address: 600 S. Lombard Road, P.O. Box 1129
CityStateZip: Addison, Illinois 60101

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Item No.	*	Cat	Pay Item	Unit	Quantity	Unit Price	A/D	Addition	Deduction
SFA-004			12" WATERMAIN ADJUSTMENT	L SUM	1.000	16,716.7200	A	16,716.72	
FA-002			STONE SHOULDERS	L SUM	1.000	724.4700	A	724.47	
FA-003			SOIL SPREADING @ 132 CUMNOR	L SUM	1.000	1,197.1300	A	1,197.13	
SFA-005			FRAME REPLACEMENT	L SUM	1.000	863.5700	A	863.57	
SFA-006			INLET #9 MODIFICATION	L SUM	1.000	1,243.7300	A	1,243.73	
SFA-007			INLET #1 REINSTALLATION	L SUM	1.000	1,246.8600	A	1,246.86	
SFA-008			6S564 YARD DRAIN	L SUM	1.000	1,002.0700	A	1,002.07	
FA-004			SOIL SPREADING @ INLET #9	L SUM	1.000	1,197.1300	A	1,197.13	
Amount of original contract: \$1,443,307.74							Totals	282,270.07	263,640.09
Net change to date: _____							Percent Net Change	18,629.98	

Project Location: Cumnor Road from 59th Street to 61st Street

Description and Reason: Final Balancing Change Order

Determination:

0

Date Deputy Director Division of Highways
Regional Engineer

Date Engineer of Construction

Date Director of Highways, Chief Engineer

THE STATE OF ILLINOIS
By the Department of Transportation

Randall S. Blankenhorn, Secretary Date

Jim Ofcarcik, Acting Chief Fiscal Officer Date

William M. Barnes, Chief Counsel Date

Supervisor: _____ Date

Resident: _____ Date

FHWA: Acceptable to proceed: Yes No

FHWA Participation: Yes No

FHWA Representative Date

June 15, 2016

Mr. Noriel Noriega, P.E., CPESC
Village of Westmont
39 E. Burlington Avenue
Westmont, Illinois 60559

Re: Proposal for Phase III - Material Testing and Inspection Services
CBD Alley Reconstruction Project SecA and SecB

Dear Mr. Noriega:

Thomas Engineering Group, LLC (TEG) respectfully submits the following Proposal to the Village of Westmont for the CBD Alley Reconstruction Project SecA and SecB. TEG is excited about the opportunity to continue to work with Village staff on this project. We feel that our due diligence, expertise, and experience will provide Westmont with a valuable investment. TEG staff has already assisted the Village by preparing the final design engineering, contract documents, specifications, and estimates, and by performing quality assurance/quality control review of the final plans. Our staff's project involvement and local, relevant experience make TEG an excellent fit for this assignment.

Scope of Services

TEG understands that the Village requires full time inspection services and material testing for the construction of the project. TEG has assembled a construction observation team with professionals that have substantial relevant experience and are experts in community relations, construction staging, and contractor oversight. TEG's design Project Manager, **Nick Orf, P.E., CFM, CPESC** is also the proposed construction Project Manager and will be providing design and administrative support. TEG proposes to utilize the combination of a Senior Resident Engineer and Resident Engineer who both have strong construction oversight background. During critical and complicated aspects of the project our proposed Senior Resident Engineer, who has previous experience with all aspects of the project including pervious concrete and porous brick pavers, will be present on site. Otherwise, the proposed Resident Engineer will be present on site in order to provide services that are as economical as possible for the Village.

Pre-Construction Tasks:

1. Complete a draft and, if necessary, a final plat of easement for the property at 13 North Lincoln Street.
2. Chair a preconstruction conference with the contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
3. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
4. Review the construction schedule submitted by the contractor for compliance with the contract.
5. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.



Construction Tasks:

1. Keep an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Be present when the contractor is performing work on-site associated with the project for which observation is necessary.
3. Verify all construction staking for the pavement installation, underdrains, and other necessary layouts.
4. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
5. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
6. Make all arrangements and measure/survey all cross sections from which the various pay items are to be measured. Checks will be made to determine if the work has been completed in substantial conformance with the plan cross sections.
7. TEG will extensively document (via photographs, video, and written documentation) the contractor's activities.
8. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
9. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
10. Perform weekly traffic control and erosion control checks.
11. Prepare payment requisitions and change orders utilizing Village preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.
12. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
13. Conduct final inspection with the Village and prepare a final punch list of items to be corrected.
14. Verify that all items on the final punch list have been corrected and make recommendations to the Village for project completion and closeout.
15. Maintain a set of Record Drawings on which all changes are noted.

Post-Construction Tasks:

1. Perform final documentation pursuant to Section A in the Documentation Section of the IDOT Construction Manual.
2. Close out project within 30 days after all construction is completed.
3. Collect as-built horizontal and vertical information using TEG's GPS device and prepare final Record Drawings using Microstation.
4. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
5. Compile and submit final documentation.
6. Pursue and complete final close-out.



Fees

We have utilized a direct labor multiplier plus direct costs and material testing/quality assurance costs to calculate our cost estimate for consultant services. While we believe this estimate accurately reflects our understanding of Project described in our Proposal, we understand that the Village may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein.

Our overall Material Testing and Inspection Services fee for the CBD Alley Reconstruction Project SecA and SecB is **\$84,238.00**.

We are truly excited about the opportunity to continue working for Westmont and helping serve your community by providing cost-effective solutions that are context appropriate. We look forward to answering any questions that you may have about our firm, staff, or experience. We are highly confident that our expertise and excitement for providing these municipal services will be readily apparent in our proposal. If you have any questions or require additional information, please e-mail at nicko@thomas-engineering.com or call me at (815) 531-7868.

Sincerely,

thomas engineering group, llc



Nicholas J. Orf, P.E., CFM, CPESC
Project Manager

Attachments



Thomas Engineering Group, LLC		Alleys A and B Project					
					TOTAL		
		PRE CONSTRUCTION	CONSTRUCTION	POST-CONSTRUCTION			
RATE		TOTAL	TOTAL	TOTAL	JOB HOURS	JOB SALARY	
PROJECT MANAGER	\$ 56.00	16	16	8	40	\$ 2,240.00	
LEAD RESIDENT ENGINEER	\$ 67.00	14	108	12	134	\$ 8,978.00	
RESIDENT ENGINEER	\$ 26.00	12	405	64	481	\$ 12,506.00	
SURVEY/CADD TECH	\$ 46.00	8	0	24	32	\$ 1,472.00	
TOTAL		50	529	108	687	\$ 25,196.00	
		MULTIPLIER					
		3.0				\$ 75,588.00	
Direct Costs		Vehicle Days				50	\$ 3,250.00
		\$65/day				\$ 3,250.00	
		Direct Costs				\$ 3,250.00	
		QA/Testing				\$ 5,400.00	
		TOTAL				\$ 84,238.00	



Possible Construction Schedule - Thomas Engineering Group
Alleys A and B Project
 Village of Westmont
 Construction Year 2016



Task No.	Task Description	Qty. Per Day	Week														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Preconstruction																	
1	Bid Opening		█														
2	Contract Award			█													
3	Preconstruction Meeting				█												
4	Notice to Proceed				█												
5	Material Certification & Shop Drawing Submittal & Review				█	█											
Construction																	
6	Traffic Control and Protection					█	█	█	█	█	█	█	█	█	█	█	
7	Mobilization / Layout / Erosion Control / Temp Fence					█											
8	Sawcuts + Removals (HMA + PCC)	500 SY				█	█	█									
9	Catch Basins + Pipe Underdrains (Staged)	300 FT					█	█	█	█							
10	Earth Excavation + Undercuts (Staged)	250 CY					█	█	█	█							
11	Geofab + Aggregate Base Course (Staged)	250 SY						█	█	█							
12	PCC C&G (incl. cure time) (Staged)	210 FT							█	█	█	█	█				
13	Pervious Concrete (incl. cure time) (Staged)	1400 SY								█	█	█	█	█	█		
14	PCC Sidewalk + Driveways + HMA (Staged)	300 SY								█	█	█	█	█	█		
15	Restoration & Landscape														█		
16	Punchlist														█		
Post Construction																	
17	Project Closeout / Record Drawings															█	

	Weeks	Pre			Construction									Post			Total Hours	
		1	2	3	1	2	3	4	5	6	7	8	9	1	2	3		
PROJECT MANAGER		8		8	4		4		4		4				4		4	40
LEAD RESIDENT ENGINEER		2		12	12	12	12	12	12	12	12	12	12	12	4	4	4	134
RESIDENT ENGINEER				12	45	45	45	45	45	45	45	45	45	40	16	8	481	
SURVEY/CADD TECH		4		4										16	8		32	
QUALITY ASSURANCE (QA)	DAILY RATE:	\$ 900.00											Total # of Days Requiring QA: 6			687		



ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-604-1250
westmont.il.gov | administration@westmont.il.gov

June 24, 2016

Hon. Robert B. Berlin
DuPage County State's Attorney
503 North County Farm Road
Wheaton, Illinois 60187

Hon. Gary Grasso, Chairman
Emergency Telephone System Board (ETSB)
421 North County Farm Road
Wheaton, Illinois 60187

Dear State's Attorney Berlin and Chairman Grasso:

This letter is to confirm the intention of the Board of Trustees of the Village of Westmont to participate in the DuPage County Judicial Information System (DuJIS). I am advising you that the Village of Westmont Board of Trustees authorized me to execute this letter on its behalf in accordance with the resolution which I have attached. The Village of Westmont Board of Trustees makes this representation after its review of the following documents provided by the ETSB, and which were incorporated in the resolution:

- Letter of Intent
- Organizational Structure
- Financial Overview (to date)
- Agency Estimated Costs (to date)
- Report Management System (RMS) Staffing Overview
- Additional Cost Summary
- GIS Workflow and addressing Ordinance

The Village of Westmont Board of Trustees understands and acknowledges that the ETSB will rely on the commitment in determining the final cost for the projections of the DuJIS Project and in determining whether to proceed with contract award. The Westmont Village Board of Trustees understands and expects that the ETSB will notify it prior to contract award if the estimated cost to the Village of Westmont increases by more than ten (10) percent.

Sincerely,

Ronald J. Gunter
Mayor
Village of Westmont, Illinois



RESOLUTION NO: _____

**AUTHORIZING THE EXECUTION OF A LETTER OF INTENT
TO PARTICIPATE IN THE DUPAGE JUDICIAL INFORMATION SYSTEM (DUJIS)**

WHEREAS, the County of DuPage, Illinois in collaboration with its Emergency Telephone System Board (ETSB), is prepared to implement an integrated justice system known as DuJIS which will allow participating police and fire departments to exchange information with and between the County's court and correctional entities; and

WHEREAS, the County intends DuJIS will replace the ETSB's existing Computer Aided Dispatch (CAD) system; and

WHEREAS, the Village of Westmont has reviewed materials prepared by the ETSB which detail DuJIS's estimated costs, organization, and functionality, and such documents are incorporated in this resolution as if fully set forth herein; and

WHEREAS, The Village of Westmont desires to participate in the DuJIS System;

NOW THEREFORE BE IT RESOLVED THAT Mayor Ronald J. Gunter shall be and hereby is directed to execute the attached Letter of Intent directed to the State's Attorney and the Chairman of the ETSB. and further

BE IT RESOLVED, that Village Clerk Virginia Szymiski shall transmit copies of this Resolution to the State's Attorney and the Chairman of the Emergency Telephone System Board forthwith; and further

BE IT RESOLVED, that Mayor Ronald J. Gunter is authorized to withdraw the Letter of Intent if the ETSB determines that the estimated cost to the Village of Westmont will increase by more than ten (10) percent beyond the projection supplied by the ETSB;

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of April, 2015.

Ayes: _____ Nays: _____ Absent: _____

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

INTERGOVERNMENTAL AGREEMENT RE FIRE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Execution Date"), by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison"), and the Member Fire Protection Districts.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Fire Protection Districts" (the "Districts") shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Addison and the Districts are Illinois units of local government; and

WHEREAS, Addison and the Districts currently provide fire dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and the Districts have determined that it would be in their best interests for Addison to provide fire dispatch services for Districts through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage County and surrounding region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Districts as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.

2. **Effective Date.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

3. **Addison Fire Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide fire dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Districts during non-business hours as set forth below:

- A. Accept and answer all Addison and the Districts 9-1-1 calls in order to dispatch fire or EMS units;
- B. Monitor traffic on fire radio frequencies;

- C. Have access to all recordings of all such communications;
- D. Relay information received by such means to personnel of the appropriate Districts by means of voice, radio, computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between a District's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc. (hereinafter "Special Contacts"). Each District shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- H. Via closed circuit television (hereinafter "CCTV"), monitor the cameras in each District's fire stations (no more than 8) mutually agreed to by the District and Addison. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the District's shift supervisor or officer in charge on duty. The Districts will be responsible for owning and maintaining the camera equipment and connectivity between the District's facilities and the Center. Districts are responsible for responding to all recording requests for all cameras.
- I. Timely provide recordings or copies of CAD, radio and telephone transmissions or other documents when requested either by the District, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department.

The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.

- J. Addison shall provide personalized customer services to each District in accordance with the attached District Exhibits, as now existing or hereafter amended.
- K. The Districts agree during the term of this Agreement to continue operating under the mutually agreed upon EDIRS and mutually agreed upon backup VHF frequency. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No District shall change its radio frequencies, except (i) by mutual consent of the Districts and Addison and (ii) subject to the consent of the ETSB. All EDIRS airtime costs will be the responsibility of each District if applicable and are not included in the Annual Service Fee.
- L. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. APCO, ETSB and other relevant emergency services communications guidelines).
- M. Each District shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each District shall have the right to change records data on said shared computer system pertaining to its community.
- N. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended

from time to time by mutual agreement of the Districts and Addison.

O. Activate and test on a monthly basis the hazardous weather notification system.

However, either the Member Districts/Municipalities or Addison can cause an activation of the system in an emergency. The Member Districts/Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.

P. Addison shall disseminate a monthly report to Districts with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the District's equipment as listed in the attached District Exhibits of this Agreement, as now existing or hereafter amended. Addison shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Districts in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Districts and Addison.

5. **Personnel.** Addison shall retain exclusive authority over the fire dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of telecommunicators. Addison shall have sole

discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services, however, each District will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied. All telecommunicators shall be employees of the Village of Addison.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a District's current full-time telecommunicators who apply for employment as an Addison telecommunicator. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. Advisory Fire Liaison Committee. There is hereby established an Advisory Fire Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the fire dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Districts and Addison. The Districts and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Fire Chief or his/her designee for the Districts and the Public Safety Director for Addison.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in

the office of Liaison Officer shall be filled by an appointment by the District or Addison, as appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any District or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a successor Alternate Liaison Officer is appointed.

The Liaison Committee shall have the following duties and responsibilities with respect to the fire dispatch services provided under this Agreement:

- A. To meet not less than monthly or as needed and review the quality of fire dispatch services being provided by the Center;
- B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the fire dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the fire dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison and the Districts on a yearly basis.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee") for the purpose of reviewing the operational, financial and overall effectiveness of fire dispatch services provided by Addison

under this Agreement. The Executive Committee shall consist of representatives from the Police Department Dispatch Services Agreement Member Municipalities (“Member Municipalities”), the Districts and Addison. The Districts, Member Municipalities and Addison shall each have one representative (“Executive Officer”) on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator, President of a District or his/her designee. There shall be one Executive Officer for Addison, each Member Municipality and each District. The terms of the first Executive Officers shall begin when the agreement is executed by the respective governing boards and shall serve until their successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the District, Member Municipality or Addison as appropriate.

Any District, Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

- A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.
- B. To recommend revised or supplementary procedures, methods of payment, use of

funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of dispatch services by the Center.

- C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Fire Liaison Committee.

- D. By majority approval of the Executive Officers, to authorize New Members to join under this Agreement for fire dispatch services which approval shall not be unreasonably withheld or delayed; provided, however, any New Member applicant must first agree to accept the full text of this Agreement without further amendment (except for the new Member's Exhibit with respect to services, fees, etc.).

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among the Executive Officers of Addison, the Districts and the Member Municipalities on a yearly basis.

8. **Complaint Resolution.** The District's supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, the District's Supervisor shall direct his/her request to the on-duty Addison Supervisor. The Addison Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for a District, the complaint will be

directed to the District's Deputy Chief, or in the absence of a Deputy Chief, the Fire Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate District's Liaison Officer.

It is expected that the majority of interaction and communications between the departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Fire Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a District's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate District Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the District's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees.** Dispatch services shall be provided to a District by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached District Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical insurance

Life insurance
Payroll taxes
Retirement plan contributions
Liability insurance
Worker's compensation
Unemployment compensation
Uniforms
Office supplies
Dues and subscriptions
Training and education
Telecommunications
Postage
Office equipment
Computer equipment/amortization
Equipment repair and maintenance
Recruitment costs
Overhead allocation
Equipment Replacement
Information Services
Technology

10. **Annual Reports.** On or before January 1 of each calendar year, Addison will prepare an annual report with a summary of each member's prior year's statistical **data** for call volume, calls for service ("CFS") and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. **Timely Payment of Costs.** The Districts recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.

- A. Each District shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less. Fire Agencies/Districts will be invoiced 60 days prior to the payment due date.
- B. A District may, for good cause, make a payment to Addison under protest. In such event, Addison and the District shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the District may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the District's payment under protest claim.
- C. In the event that a District fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the District shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.
- D. All payments shall be made to the Village of Addison which will deposit the payments received into its General Fund under a separate revenue line item entitled "Fire Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the District of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the District as soon as dispatching services are restored. Except as provided in Paragraph 15, the District hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the District that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Districts and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of fire dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

13. **Term.** Subject to early termination under Paragraph 14, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective District Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the District.

14. **Termination.** Any District may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the membership of a District upon that District's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the District of the overdue amount, and Addison may terminate the membership of a District upon default of this Agreement by the District after notice is provided with a time to

cure as set forth in Paragraph 23 hereof.

15. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each District shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of fire services by that District, or the use of, the misuse of, fire dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each District and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of fire dispatching services as set forth in this Agreement.

16. **Independent Contractor.** The Districts agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any District. Unless approved by the Districts in writing, the dispatch function shall not be subcontracted by Addison to a third party.

17. **Maintenance of Radio System.** Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Districts and/or as required by the rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

18. **Notices.** All notices desired or required to be given hereunder shall be given in

writing at the address set forth in Exhibit ____, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Districts, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

19. **New Members.** In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Districts. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and approval of the Executive Committee, as set forth in Paragraph 7.D hereof.

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Districts and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in dispatch services under this Agreement shall be set forth in a District Exhibit for the New Member, which shall not take effect, however, until approved by the Districts and Addison, as aforesaid.

A new Member may be either a fire protection district or a municipal fire department. For the purposes of this Agreement, the term "District" shall apply to both fire protection districts and municipal fire departments (if any).

20. **Entire Agreement.** This Agreement contains the entire agreement of Addison and the Districts relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Districts and Addison.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit, County of DuPage.

22. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

23. **Default.** In the event of a default by Addison or a District of any term, provision or obligation of this Agreement, the non-defaulting party shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

24. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the District, police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.)

that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.

- C. "EDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.
- D. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy and outreach to benefit members and the public.

25. **No Power to Bind.** By entering into this Agreement, neither Addison nor a District shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Addison and the District hereto have executed this Agreement on the date herein above written.

VILLAGE OF ADDISON

ATTEST:

Richard Veenstra, Mayor

Lucille Zuccherro, Village Clerk

DISTRICT

ATTEST:

JM\177718\9/23/15

*Addison
Consolidated
Dispatch
Center*

Prepared for the Village of Westmont



Addison Consolidated Dispatch Center's Mission and Values Statement

Mission:

We are committed to building public trust and providing superior service by treating everyone with dignity and respect; while providing for the needs and safety of the communities and responders.

Values:

To fulfill this mission to both the communities and the responders, the Addison Consolidated Dispatch Center adopts these values:

To express compassion by treating everyone with courtesy, empathy, impartiality, and respect.

To demonstrate dependability by gathering and providing accurate information in an efficient and confidential manner.

To foster integrity by always being ethical and honest.

To exhibit professionalism by being loyal and taking the responsibility for working as a team.

ACDC Police Services

- Process 911 and Non-Emergency Telephone Calls (Separate Lines identified for Westmont Police)
- Dispatch & Coordinate Police Units and Specialty Units
- Generate CADs for Calls for Service
- Keep Track of Officers Status via CAD
- Monitor Fire and Public Works Talk Groups
- Conduct After Hours Public Works Call-Outs
- Provide Copies of Telephone and or Radio Traffic per Request
- House and Process Warrants
- Perform LEADS Validations
- ACDC Portal (web based program anyone with credentials can access)
 - Arrest Logs
 - Towed Vehicles
 - Emergency Conditions Log– Public Works
 - Key-holder Data Base
 - Maps
 - Floor Plans
 - Daily Bulletins
 - Permits
- Create and Conduct Radio Drills
- Create 205 Communications Plans for Special Events
- Customer Service Program
- TC Training
 - ACDC In-House Training Program
 - APCO Certified Training Officers
 - Rapid Response Participation
 - Use of Force Training w/ Patrol
 - Monthly On-going Training

ACDC Fire/EMS Dispatching Services

- Process 911 and Non-Emergency Telephone Calls (Separate Lines identified for Westmont Fire)
- Dispatch & Coordinate Fire/EMS Units
- Generate CADs for Calls for Service
- Keep Track of Units Status via CAD
- Monitor Public Works Talk Groups
- After Hours P.W Notifications
- Monitor Cameras at Westmont Fire Department
- Provide Copies of Telephone and or Radio Traffic per Request
- ACDC Portal (web based program anyone with credentials can access)
 - Emergency Conditions Log for Public Works
 - Key-holder Data Base
 - Maps & Floor Plans
 - Daily Bulletins
 - Vacant Premise
 - Permits
- Maintain Premise Alert Database
- Create and Conduct Radio Drills
- Create 205 Communications Plans for Special Events
- Customer Service Program

2015 Statistics

ACDC Training

Director/Deputy Director	104 Hours of Training
Team Leaders	120 Hours of Training
TCs	552 Hours of Training
Total	776 Total Hours of Training

Recording Requests

A total of 292 requests for audio, video, or MDC messages were received and processed in 2015. The Deputy Director processed the majority of these within 1 business day.

Agency	Audio	Video	MDC
Addison	64	138	0
Bensenville	13	0	0
Bloomington	72	0	0
Forest Preserve	1	0	0
Wood Dale	4	0	0
Total	154	138	0

LEADS Transactions

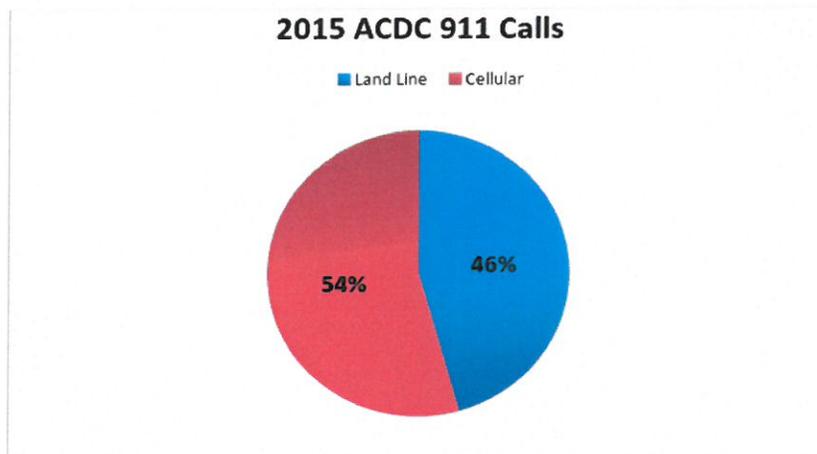
INQUIRY TYPE	NUMBER
FOID	449
CQH	6,912
SOS SOUNDEX	11,567
NAME/VEHICLE INQUIRY	100,513
ENTRY RELATED	NUMBER
PERSON/VEHICLE/ARTICLE/MISC	5,239
TOTAL	124,680

Call Volume, CADs, Traffic Stops:

In 2015, ACDC TCs processed 147,962 incoming phone calls. Of the total calls handled, 23,560 (16%) were 911 calls, and 124,402 (84%) calls came in on the seven-digit direct or non-emergency police department lines. TCs made 43,895 outgoing calls. 191,857 phone transactions were made by ACDC. This call volume does not include calls answered by each agency's Records Departments or "desk person."

Agency	911 Calls	Non-Emergency Calls	Outbound Calls	CAD Without T-Stops	Traffic Stops
Addison		71,866		18,851	6,311
Bensenville		14,796		12,207	1,947
Bloomington		29,942		14,520	11,754
Forest Preserve		3,098		8,391	330
*Wood Dale		4,700		*3,660	*1,602
Total	23,560	124,402	43,895	57,629	21,614

* Wood Dale statistics are from October 20, 2015 – December 31, 2015.



Answer Times

The National Emergency Number Association requires that 90% of all 911 calls must be answered within 10 seconds. No standard exists for the answering of non-emergency telephone calls. In 2015, ACDC answered 99.05% of 911 calls within 5 seconds and 99.97% within 10 seconds.

NENA Standard: 90% of all 911 calls must be answered within 10 seconds	2014	2015
911 Calls Answered Within 5 Seconds	99.11%	99.05%
911 Calls Answered Within 10 Seconds	99.96%	99.97%
Non-E Calls Answered within 5 Seconds	93.76%	93.79%
Non-E Calls Answered Within 10 Seconds	99.86%	99.86%

Complaints/Concerns

12 total complaints were made to ACDC. All were investigated; 5 were bona fide.

Agency	Citizen Complaints	Patrol Complaints	Other Complaints	Total	Bona fide	Non-Bona fide
Addison	0	1	0	1	1	0
Bensenville	0	4	0	4	2	2
Bloomingtondale	0	6	0	6	2	4
Forest Preserve	0	0	0	0	0	0
Wood Dale	0	1	0	1	0	1
Total	0	12	0	12	5	7

Service Comparison

Service	ACDC		DUCOMM	
	Yes	No	Yes	No
Separation of 911 & Non-Emergency Phone Lines	X			X
Criminal Histories	X			X
Monitor Cameras	X			X
Open/Close Doors	X			X
LEADS Validations	X			X
House and Process Warrants	X			X
ACDC Portal	X			X
Net RMS	X			X
Monitor Alarm Board	X		X	

Annual Fee for the Village of Westmont for Police and Fire Dispatch Services

Annual Fee	2016 Budget	2017 Budget	2018 Budget
Westmont Police Department	\$317,632.00	\$317,632.00	\$317,632.00
Westmont Fire Department	\$272,446.00	\$272,446.00	\$272,446.00
Westmont Alarm Monitoring	\$49,918.00	\$49,918.00	\$49,918.00
Total	\$639,996.00	\$639,996.00	\$639,996.00

INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Execution Date"), by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison"), and the Member Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Addison and the Member Municipalities are Illinois units of local government; and

WHEREAS, Addison and the Member Municipalities currently provide police dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and the Member Municipalities have determined that it would be in their best interests for Addison to provide police dispatch services for the Addison Police Department and for the police department of the Member Municipalities through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.
2. **Effective Date.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
3. **Addison Police Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide police dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Member Municipalities during non-business hours as set forth below:

- A. Accept and answer all Addison and the Member Municipalities 9-1-1 calls in order to dispatch police units;
- B. Monitor traffic on police radio frequencies;
- C. Have access to all recordings of all such communications;
- D. Relay information received by such means to personnel of the appropriate Member Municipalities by means of voice, radio computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- H. Activate and test on a monthly basis the hazardous weather notification system. However, either the Member Municipalities or Addison can cause an activation of the system in an emergency. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.
- I. Via closed circuit television (hereinafter "CCTV"), monitor the cameras mutually agreed to by the Member Municipalities. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the

Member Municipality's shift supervisor or officer in charge on duty, and shall remotely activate any mutually agree upon doors, as necessary. The Member Municipalities will be responsible for owning and maintaining the camera equipment, garage door equipment and connectivity between the Member Municipality's facilities and the Center. Member Municipalities are responsible for responding to all recording requests for all cameras.

- J. Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department. The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.
- K. Addison shall provide personalized customer services to each Member Municipality in accordance with the attached Member Municipality Exhibits, as now existing or hereafter amended.
- L. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Addison LEADS Agency Coordinator shall be responsible for all validations and for audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with Addison.

- M. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon DEDIRS. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and Addison and (ii) subject to the consent of the ETSB. All DEDIRS airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee.
- N. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, ETSB and other relevant emergency services communications guidelines).
- O. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared computer system pertaining to its community.
- P. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

Q. Addison shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the Member Municipality's equipment as listed in the attached Member Municipality Exhibits of this Agreement, as now existing or hereafter amended. Addison shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Addison.

5. **Personnel.** Addison shall retain exclusive authority over the police dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of telecommunicators. Addison shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services, however, each Member Municipality will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied. All telecommunicators shall be employees of the Village of Addison.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a Member Municipality's current full-time telecommunicators who apply for employment as an Addison telecommunicator. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Police Liaison Committee.** There is hereby established an Advisory Police Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the police dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police Chief or his/her designee.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in the office of Liaison Officer shall be filled by an appointment by the Member Municipality or Addison, as appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any Member Municipality or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a

vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a successor Alternate Liaison Officer is appointed.

The Liaison Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than monthly or as needed and review the quality of police dispatch services being provided by the Center;
- B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the police dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the police dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison and the Member Municipalities on a yearly basis.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee") for the purpose of reviewing the operational, financial and overall effectiveness of police dispatch services provided by Addison under this Agreement. The Executive Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator or his/her designee.

There shall be one Executive Officer for Addison and each Member Municipality. The terms of the first Executive Officers shall begin when the agreement is executed by the respective governing boards and shall serve until their successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the Member Municipality or Addison as appropriate.

Any Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the police dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.
- B. To recommend revised or supplementary procedures, methods of payment, use of funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of police dispatch services by the Center.
- C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Police Liaison Committee.

D. By majority approval of the Executive Officers, to authorize New Members to join under this Agreement for police dispatch services which approval shall not be unreasonably withheld or delayed; provided, however, any New Member applicant must first agree to accept the full text of this Agreement without further amendment (except for the new Member's Exhibit with respect to services, fees, etc.).

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among the Executive Officers of Addison and the Member Municipalities on a yearly basis.

8. **Complaint Resolution.** The Member Municipality's police supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, the Member Municipality's Police Supervisor shall direct his/her request to the on-duty Addison Police Supervisor. The Addison Police Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor.

If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a police call for a Member Municipality, the complaint will be directed to the Member Municipality's Deputy Chief, or in the absence of a Deputy Chief, the Police Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Police Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a Member Municipality's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of police dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical insurance
- Life insurance
- Payroll taxes
- Retirement plan contributions
- Liability insurance

Worker's compensation
Unemployment compensation
Uniforms
Office supplies
Dues and subscriptions
Training and education
Telecommunications
Postage
Office equipment
Computer equipment/amortization
Equipment repair and maintenance
Recruitment costs
Overhead allocation
Equipment Replacement
Information Services
Technology

10. **Annual Reports.** After January 1 of each calendar year, each Member Municipality shall supply Addison with the agency's prior year's number of traffic stops. Addison will prepare an annual report with a summary of each members prior years statistical data for call volume including traffic stops, calls for service (hereinafter "CFS"), and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. **Timely Payment of Costs.** The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the police dispatch Center is critical to the provision of police dispatch services under this Agreement.

- A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- B. A Member Municipality may, for good cause, make a payment to Addison under protest. In such event, Addison and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.
- C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.
- D. All payments shall be made to the Village of Addison which will deposit the payments

received into its General Fund under a separate revenue line item entitled "Police Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Addison to respond to calls or provide law enforcement services for events that occur outside of Addison. Notwithstanding the foregoing, Addison will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Addison. Notwithstanding the foregoing, each Member Municipality will render

assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective Member Municipality Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the Member Municipality.

15. **Termination.** Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Addison may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

17. **Independent Contractor.** The Member Municipalities agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any Member Municipality. Unless approved by the Member Municipalities in writing, the dispatch function shall not be subcontracted by Addison to a third party.

18. **Maintenance of Radio System.** Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Member Municipalities and/or as required by the rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal

service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

20. **New Members.** In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Member Municipalities. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and approval of the Executive Committee, as set forth in Paragraph 7.D hereof.

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in police dispatch services under this Agreement shall be set forth in a Member Municipality Exhibit for the New Member, which shall not take effect, however, until approved by the Member Municipalities and Addison.

21. **Entire Agreement.** This Agreement contains the entire agreement of Addison and the Member Municipalities relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Member Municipalities.

22. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit, County of DuPage.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Addison or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.
- C. "DEDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.
- D. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.

- E. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- F. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Addison nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Addison and the Member Municipality hereto have executed this Agreement on the date herein above written.

VILLAGE OF ADDISON

ATTEST:

Richard Veenstra, Mayor

Lucille Zucchero, Village Clerk

VILLAGE OF BLOOMINGDALE

ATTEST:

Franco Coladipietro, Village President

Jane Michelotti, Village Clerk

VILLAGE OF BENSENVILLE

ATTEST:

Frank Soto, Village President

Ilsa Rivera-Trujillo, Village Clerk

FOREST PRESERVE

ATTEST:

Executive Director

Secretary

JM\176476\4/30/15

EXHIBIT A - BENSENVILLE

A-1. Bensenville Customer Services

Addison shall provide personalized customer services to Bensenville including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other agreed upon methods. This precludes emergency (storm, flood) events. Bensenville shall provide thirty (30) days notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours a day, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 a.m. and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays.

A-2. Bensenville Equipment

Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Bensenville's cost.

A-3. Bensenville Services Fee

For the period May 1, 2011 through April 30, 2014, the Annual Service Fee payable by Bensenville shall be \$200,821.00 per annum with payment scheduled according to the provisions of Paragraph 11 hereof.

EXHIBIT B - BLOOMINGDALE

B-1. Bloomington Customer Services - As agreed to by Addison and Bloomington.

Addison shall provide personalized customer services to Bloomington including answering all non-emergency calls, but only during hours when Bloomington's offices are closed to the public. Those non-emergency calls may include, but are not limited to calls for public services like snow plowing, street maintenance, isolated flooding, and water & sewer utility problems. Addison will dispatch Bloomington crews to answer the calls for public services, and inform Bloomington of any major emergency through a contact by phone, alpha numeric paging or other agreed upon methods.

In the case of a major emergency in Bloomington, such as a tornado touchdown or intense storm, an area-wide snow or ice emergency, area-wide flooding, or major police activity, non-emergency calls will be accepted and answered by Bloomington.

In addition, once a set of standard operating procedures have been agreed to between Addison and Bloomington, Addison and Bloomington shall insure that its staff complies in every respect with the agreed upon the standard operating procedures based upon the following schedule:

- ◆ all 911 calls and calls requiring a police service will be dispatched by Addison 24 hours a day 7 days a week;
- ◆ Non-emergency office calls will be handled by Bloomington;
- ◆ Addison will answer non-emergency office calls if Bloomington staffing needs cannot be met due to an emergency or illness as follows: Monday – Friday 1700-

0800 hours, 24 hours a day on Saturday and Sunday and 24 hours a day on holidays.

- ◆ Bloomingdale will provide a thirty (30) day notice of any changes in their capabilities to answer non-emergency office calls which might necessitate Addison taking part or all of the above listed hours.

B-2. Bloomingdale Equipment

Bloomingdale shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for its use, and any required enhancements shall be at Bloomingdale's cost.

B-3. Bloomingdale Service Fees

- (a) Within thirty (30) days after the execution of this Agreement, Bloomingdale shall pay Addison an administrative service fee in the amount of \$10,000.00 for system consideration and integration of police dispatch services for the benefit of Bloomingdale. The policy of the ETSB allows for reimbursement of Addison's administrative services fee from Bloomingdale as a police dispatch consolidation cost.
- (b) Within thirty (30) days after receiving an Addison invoice therefor, Bloomingdale shall pay Addison a reserve contribution fee, to cover the costs of the capital improvements to the Center, including computer hardware and software, in an amount not to exceed \$150,000.00, which is necessary or desirable for the provision of police dispatch services for the benefit of Bloomingdale. The policy of the ETSB

allows for reimbursement of Addison's reserve contribution fee from Bloomingdale as a police dispatch consolidation cost.

- (c) For the period of May 1, 2012 through April 30, 2013, Bloomingdale shall pay a partial Annual Service Fee to Addison in the amount of \$994.09 per day, (\$362,846.00 / 365) beginning on the day that Addison, the Bloomingdale Police Department and the ETSB agree that the Center is accepting, answering and dispatching all Bloomingdale emergency calls. Thereafter, the Annual Service Fee payable by Bloomingdale shall be \$362,846.00 per annum for the period of May 1, 2013 through April 30, 2015 with payment scheduled according to the provisions of Paragraph 11 herein.
- (d) Addison commits to Bloomingdale that the Annual Service Fee or any proration of same as described in Subparagraph B-3(c) above will only be utilized by Addison to defray the cost of providing emergency dispatch services to Bloomingdale, which will include the operational and maintenance cost of the Center, and for no other general budgetary purpose.

EXHIBIT C

If to the Village of Addison:

Village of Addison
1 Friendship Plaza
Addison, Illinois 60101
TX: 630-543-4100
FAX: 630-543-5593

Attn: Village Manager

If to the Village of Bensenville:

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
TX: 630-766-8200
FAX: 630-594-1105

Attn: Village Manager

If to the Village of Bloomingdale:

Village of Bloomingdale
201 South Bloomingdale Road
Bloomingdale, IL 60108
TX: 630-893-7000
FAX: 630-893-5136

Attn: Village Administrator

NORTH WESTMONT FIRE PROTECTION DISTRICT

500 North Cass Avenue

Westmont, IL 60559

June 10, 2016

Mr. Steven May, Village Manager
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Re: North Westmont Fire Protection District/Special Service Area

Dear Mr. May:

We are writing to follow-up on our efforts to establish the new Special Service Area in conjunction with the North Westmont Fire Protection District residents.

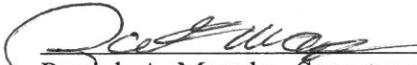
As we continue through the process, we would like to extend the present Contract between the Village of Westmont and the District for one additional year to expire on May 31, 2017, and otherwise, under the same terms and conditions.

Please feel free to contact the District's attorney, Michael G. Philipp, at 630/969-2300, if you have any questions or comments. Otherwise, if you agree with our request, please have it presented at your convenience to the Village Board.

Sincerely,



Joseph A. Rada, President



Patrick A. Manzke, Secretary



James J. Goralewski, Treasurer

MGP/brd

cc: David R. Weiss, Fire Chief

Purchasing Limits Survey

	\$ Requiring Approval by Village Board
Current Westmont	5,000 +
Burr Ridge	5,000 +
Darien	5,000 +
Downers Grove	15,000 +
Geneva	20,000 +
Lemont	20,000 +
Oak Brook	20,000 +
Oakbrook Terrace	20,000 +
St. Charles	25,000 +
Villa Park	20,000 +
Woodridge	20,000 +
To Discuss for Westmont	20,000 +

2016-06-23 Draft Amendment to Municipal Code

Sec. 2-161. - Purchasing agent; powers and duties in regard to purchasing.

The village manager shall be or designate a general purchasing agent of the village, and except where specific provision to the contrary is made by law or by the board of trustees, he shall make all purchases of supplies, materials and equipment authorized by the board of trustees, in the manner prescribed by and subject to the limitations imposed by law. No purchase shall be made or obligation or expense incurred, except for the purpose for which no prior appropriation is required by law, if the amount thereof is not covered by an unexpended appropriation for the purpose. On all purchases of more than twenty thousand dollars (\$205,000.00), the village manager shall first procure the approval of the village board before making such purchases, and in all cases he shall comply with the statutory provisions as to solicitation of bids. The village manager or his designee shall develop purchasing policies and procedures, in conformance with state and federal law, that will be modified from time to time in the discretion of the village manager and to maintain conformance with such laws.

ORDINANCE NO. 16-_____
AN ORDINANCE RE-ADOPTING THE STATE OF ILLINOIS PLUMBING CODE
WITH LOCAL AMENDMENTS

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

WHEREAS, in Year 2015, the Village of Westmont adopted the State of Illinois 2014 Plumbing Code with local amendments; and

WHEREAS, in Year 2016, the Illinois Department of Public Health informed the Village that the adoption of the State of Illinois Plumbing Code required revised language in order to receive the required approval of the Illinois Department of Public Health; and

WHEREAS, the Village of Westmont Board of Trustees desires to amend Chapter 18, "Building and Building Regulations," Article IV "Plumbing," Division 2 "Plumbing Code" of the Westmont Code of Ordinances as set forth herein to properly adopt the State of Illinois Plumbing Code and to adopt other accompanying changes as set forth herein, finding that these amendments will serve and protect the public interest.

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

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

Section 2: Chapter 18 "Building and Building Regulations," Article IV "Plumbing, Division 2 "Plumbing Code" of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):

DIVISION 2. - PLUMBING CODE

Sec. 18-121. - Adoption.

There is hereby adopted by the Village of Westmont for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location, and maintenance of the building structures, including permits and penalties, a plumbing code known as the 2014-Illinois Plumbing Code **(77 Ill.Adm.Code 890)**, as required **by the State of Illinois, Department of Public Health,** ~~a copy of which can be obtained online by going to <http://www.ilga.gov/commission/jcar/admincode/077/07700890sections.html>.~~ The Illinois Plumbing Code (77 Ill.Adm.Code 890) is adopted and incorporated **by this reference** as **though** fully as if set out of length **set** forth herein. From date on which this section shall take effect, the provisions thereof shall be controlling the construction of the buildings and other structures therein contained within the corporate limits of the village.

(Ord. No. 12-113, § 1(Attch. A), 6-18-2012; Ord. No. 14-138, § 2, 8-7-2014)

Sec. 18-122. - Amendments.

The 2014 Illinois Plumbing Code (77 Ill. Adm. Code 890) is amended with the following local amendments:

Pursuant to 17 Ill. Admin. Code 3730.307(c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Sprinkler Registration Code (77 Ill. Admin. Code 892), all new plumbing fixtures and irrigation controllers installed after November 15, 2015 shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

The first sentence shall be deleted in its entirety and replaced with the following:

“The utility meter (water meter) shall be located within the building.”

(Amends Section 890.1190-B)

Water Service Pipe Sizing: Water service piping from the street main into the building shall be a minimum size of 1 inch in diameter, type K copper. For all new construction, water service piping from the street main into the building shall be a minimum size of 1.5 inches in diameter, type K copper.

(Amends Section 890.1200 –A)

Approved – Building drainage / vent pipe

Material approved:

- 2) Brass pipe
- 3) Cast iron pipe
- 4) Chlorinated polyvinyl chloride (CPVC) only for chemical waste drainage systems
- 5) Copper / copper alloy
- 6) Copper / copper alloy tubing – Type K, L or M
- 7) Galvanized steel pipe
- 8) Glass fiber borosilicate
- 9) High silicone content cast iron pipe
- 11) Polyvinyl chloride (PVC) pipe and fittings
- 14) Solder
- 15) Stainless steel – types 304 and 316L
- 16) Stainless steel butt weld fittings
- 17) Stainless steel flanges
- 18) Identification of piping systems per ASME A13.1-2007

Delete items 1), 10), 12) and 13)

(Amends Section 890, Appendix A)

Approved materials for building sewer

Materials approved:

7) Polyvinyl chloride (PVC) pipe – white and SDR 26 – green

12) Identification of piping systems per ASME A13.1-2007

Delete items 1), 2), 3), 4), 5), 6), 8), 9), 10) and 11)

(Amends Section 890, Appendix A)

Approved materials for water service piping

Materials approved:

3) Cast iron (ductile iron) water pipe for commercial use only 2 inches and larger

5) Copper / copper alloy pipe

6) Copper / Copper alloy tubing

Delete items 1), 2), 4), 7), 8), 9), 10), 11), 12), 13), 14) and 15)

(Amends Section 890, Appendix A)

Approved materials for water distribution pipe

Materials approved:

1) Brass pipe

3) Copper / copper alloy pipe

4) Copper / copper alloy tubing

6) Galvanized steel pipe

10) Stainless steel pipe

11) Welded copper water tube

12) Solder - lead free

Delete items 2), 5), 7), 8) and 9)

(Amends Section 890, Appendix A)

(Ord. No. 15-179, § 2, 11-12-2015)

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: 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 June, 2016.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WESTMONT AND THE VILLAGE OF SCHAUMBURG
FOR INFORMATION TECHNOLOGY SERVER CO-LOCATION**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016, by and among the Village of Schaumburg, an Illinois municipal corporation (hereinafter referred to as "Schaumburg"), and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as "Westmont"). Schaumburg and Westmont are herein jointly referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Schaumburg and Westmont, respectively, currently owns, maintains and operates network server rooms complete with physical access controls, unfiltered power, and available Internet access outside of their respective private networks; and

WHEREAS, Westmont and Schaumburg are seeking reciprocal use of each other's network server room as a backup location; and

WHEREAS, Westmont has chosen a backup location, but Schaumburg has not; and

WHEREAS, Schaumburg and Westmont have no objection to the aforementioned use of its respective network server room, subject to certain terms and conditions; and

WHEREAS, the Village of Schaumburg is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the parties hereto as follows:

SECTION 1. Recitals Incorporated. The foregoing recitals shall be and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Access. Each hosting Party will allow the other to access the designated server room by appointment only during normal business hours to access the co-located equipment. It is expressly understood that said server room co-location shall only be used for backup purposes in the event that the main server fails. Only the other Party's employees will be provided limited, agreed upon access to its equipment. The employees will be required to provide identification and sign in at the front desk.

SECTION 3. Equipment. Schaumburg will allow Westmont to network equipment (hereinafter the "Westmont Equipment") to the server room located 1000 W. Schaumburg Road, Schaumburg, IL 60194 (hereinafter the "Server Room Site"), subject to said connections taking place as directed by and under the supervision of Schaumburg. Said Westmont Equipment shall remain the property of Westmont and upon termination of this Agreement Westmont shall remove the Westmont Equipment. Westmont shall be solely responsible for installing and making any necessary repairs to the Westmont Equipment. Westmont agrees to the same terms and conditions when Schaumburg selects a location which is approved in writing by Westmont.

SECTION 4. Internet Access. The Parties will allow a connection from their network equipment to the internet (outside of each Parties firewalls) with up to 4 static IP addresses, subject to said connections taking place as directed by and under the supervision of the hosting Party.

SECTION 5. Fees or Costs. There is not anticipated to be any fees or costs incurred through this agreement. Any and all fees or costs shall be the responsibility of the party incurring said fees.

SECTION 6. Maintenance. The Parties agree to maintain its own Server Room at its sole expense. The hosting Party shall also be responsible for providing unfiltered power to the others equipment.

SECTION 7. Insurance.

Both parties hereby represents and warrants that each will possess and will continue to possess insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than \$2,000,000 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy and a blanket excess insurance policy during the terms of usage by each party. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time. A failure to keep such insurance coverage in continuing effect shall result in an automatic suspension of the right to use the location for back up purposes pursuant to this Agreement. Such suspension shall be automatically lifted when insurance coverage is in effect. Not later than fifteen (15) days before beginning the use of the premises pursuant to this Agreement, the backup party shall deliver or cause to be delivered to

hosting party, a satisfactory and current certificate or certificates of insurance showing the required coverages and the effective dates for such coverage, which certificate or certificates shall contain a limitation that the insurance coverage may not be modified, revoked or canceled except after ten (10) days prior written notice served on the hosting party. In each subsequent year, a certificate or certificates evidencing renewal or replacement of the insurance policy, or policies, or of the coverage provided by the self-insurance pool agreement required above shall be delivered to the hosting party no later than the date of expiration of the then current certificate or certificates.

SECTION 8. Hold Harmless and Indemnification. The Parties agree to, indemnify the other, and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of network operations by the hosting Party, and the use of, the misuse of, or the disruption or failure of network operations pursuant to this Agreement.

SECTION 9. Termination. Either party may terminate this Agreement by providing at least sixty (60) days written notice to the other Party.

SECTION 10. Notices. Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Schaumburg: Village President
101 Schaumburg Court
Schaumburg, IL 60193

With a copy to: Village Attorney
101 Schaumburg Court
Schaumburg, IL 60193

Westmont: Village President
31 Quincy Street
Westmont, IL 60559

With Copies to: Westmont IT Director
31 Quincy Street
Westmont, IL 60559

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

VILLAGE OF WESTMONT

Village President

ATTEST:

Village Clerk

VILLAGE OF Schaumburg

Village President

ATTEST:

Village Clerk