



**Village Board Meeting**  
**June 18, 2020**  
**6:00 p.m.**

Note: This meeting will be held remotely. The meeting will be streaming live on the Village's youtube channel:

<https://www.youtube.com/VillageofWestmont> Members of the community can participate in the meeting by submitting comments / questions by filling out the online public comment form by visiting

<https://westmont.illinois.gov/meetinginfo> or by calling (630) 981-6195. If you are calling in a comment please do so 2 hours prior to the meeting time. If there are questions on how to submit a form please email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Open Forum

Citizens can submit public comments by filling out an online form or by phone call.

- The Online Public Comment Form can be found by visiting [HTTPS://WESTMONT.ILLINOIS.GOV/MEETINGINFO](https://westmont.illinois.gov/meetinginfo). A link to the form will be found here.
- By phone: Call 630-981-6195 and leave your full name, address, and comment. Comments made by phone must be submitted 2 hours prior to the Village Board Meeting.
- If there are any questions on how to make public comments, email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

*Background of  
Subject Matter*

\*

*Type*

Discussion Only

5. Reports

a. Board Reports

- Mayor
- Clerk
- 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 minutes of the Village Board meeting held June 4, 2020.

*Background Of Subject Matter* Required Parliamentary Procedure  
*Type* Motion

*Documents:*

[2020-06-04 VILLAGE BOARD MEETING MINUTES.PDF](#)

b. Finance Ordinance

i. Finance Ordinance #3

Total to be announced at the meeting.

*Background Of Subject Matter* \*  
*Type* Motion

c. Purchase Orders

i. PO 21200130

Imperial Service Systems \$29,250.00

*Background Of Subject Matter* Building Cleaning - Village Hall and Public Works Facilities  
*Additional Background* This is an open purchase order based on the total annual amount. Actual payments will be made monthly as service is performed. The first payment is included on the finance ordinance, which will be approved simultaneously.  
*Type* Purchase Order  
*Budgeted* Yes  
*Budgeted Explanation* Not on Hold

*Documents:*

[21200130.PDF](#)

ii. PO 21200161

DuPage Metropolitan Enforcement Group \$20,800.00

*Background Of Subject Matter* Fair Share Annual Dues Payment to DuMEG  
*Type* Purchase Order  
*Budgeted* Yes

**Documents:**

[21200161.PDF](#)

iii. **PO 21200171**

WBK Engineering, LLC \$29,846.50

<b>Background Of Subject Matter</b>	61st St & Richmond Stormwater - Ph 3 Construction Engineering
<b>Type</b>	Purchase Order
<b>Budgeted</b>	Yes
<b>Budgeted Explanation</b>	Not On Hold, because it involves a grant

**Documents:**

[21200171.PDF](#)

iv. **PO 21200172**

Encap \$198,602.00

<b>Background Of Subject Matter</b>	61st & Richmond Stormwater - Construction
<b>Type</b>	Purchase Order
<b>Budgeted</b>	Yes
<b>Budgeted Explanation</b>	Not On Hold, because it involves a grant

**Documents:**

[21200172.PDF](#)

v. **Total Of Purchase Orders**

\$ 278,498.50

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

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

Total to be announced at the meeting.

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

e. **Proclamation - Graduate Recognition Month**

Board to consider a proclamation to declare the month of June as Graduate Recognition Month in the Village of Westmont.

<b>Background Of Subject Matter</b>	*
<b>Type</b>	Proclamation

**Documents:**

[2020 GRADUATE RECOGNITION DAY.PDF](#)

**8. Unfinished Business**

**9. New Business**

**a. 513 Revere Avenue FAR Variance**

Board to consider an ordinance approving a zoning code variance to increase the Floor Area Ratio to allow the second-story expansion of a residential property at 513 Revere Avenue.

<b>Background Of Subject Matter</b>	The applicant, Christopher Lavoie, seeks relief from the maximum allowable Floor Area Ratio in the R-3 Single Family Detached Residence District to finalize construction plans for a second story expansion on the residential property.
<b>Recommendation</b>	The Planning and Zoning Commission recommended approval.
<b>Type</b>	Ordinance

**Documents:**

[513 REVERE AVE AND EXHIBITS.PDF](#)

**b. Professional Services Agreement - SAFEbuilt ILLINOIS, LLC**

Board to consider an ordinance approving a Professional Services Agreement between the Village of Westmont and SAFEbuilt ILLINOIS, LLC.

<b>Background Of Subject Matter</b>	The Fire Department is requesting Village approval of a Professional Services Agreement to outsource Fire Department Plan Reviews.
<b>Type</b>	Ordinance

**Documents:**

[WESTMONT SAFEBUILT AGREEMENT KAW EDITS 6 11 20.PDF](#)

**c. Don Morris Architect Contract Amendment**

Board to consider an ordinance to amend the fee structure of the contract with Don Morris Architects to reduce the amount billed for a commercial plan exam.

<b>Background Of Subject Matter</b>	This reduction in fees will bring costs more inline with reasonable review fees for larger projects. Other terms of the contract do not change. These new fees would be effective for submissions after July 1, 2020.
<b>Type</b>	Ordinance

**Documents:**

[DMA-REVISED FEE SCHEDULE PROPOSAL-JUNE-2020.PDF](#)

**d. "NO SOLICITORS" Ordinance Amendment**

Board to consider an ordinance amending Chapter 22, Article IV, Division 4 of the Westmont Code of Ordinances to address "No Solicitors" signs for charitable/religious solicitations.

**Background Of Subject Matter** This amendment will prohibit not-for-profit and religious solicitors from soliciting on any premises containing a "No Solicitors" sign. Article IV currently contains such language only for for-profit solicitors.

**Additional Background** Legal research has determined that "No Solicitors" signs are effective to prohibit not-for-profit and religious solicitors if provided by local ordinance.

**Recommendation** Approve

**Type** Ordinance

**Documents:**

[WESTMONT NO SOLICITORS SIGN AMENDMENT ORD 6 18 20.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 VIRTUAL BOARD MEETING HELD **Thursday, June 4, 2020.**

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

**WESTMONT VIRTUAL VILLAGE BOARD MEETING ROLL CALL:**

**PRESENT:** Mayor Gunter P Clerk Szymski P

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

**STAFF:**

<b>May</b> <u>P</u> (Village Mgr)	<b>Parker</b> <u>P</u> (Finance Director)	<b>Sylvester</b> <u>P</u> (Community Dev. Director)
<b>Brainerd</b> <u>P</u> (HR Director)	<b>McIntyre</b> <u>P</u> (Communications Director)	<b>Liljeberg</b> <u>P</u> (I.T. Manager)
<b>Chief Gunther</b> <u>P</u> (Police Dept.)	<b>Dep Chief Thompson</b> <u>A</u> (Police Dept.)	<b>Dep Chief Gruen</b> <u>A</u> (Police Dept.)
<b>DC O'Hare</b> <u>P</u> (Fire Dept.)	<b>Olsson</b> <u>A</u> (Assistant Finance Director))	<b>Richards</b> <u>P</u> (Deputy Clerk)
<b>Ramsey</b> <u>P</u> (P.W. Director)	<b>Mielcarski</b> <u>P</u> (Management Analyst)	<b>Mulhearn</b> <u>P</u> (Deputy Liquor Commissioner)

**ATTORNEY:** Zemenak P Carrara A

**A QUORUM WAS PRESENT TO TRANSACT BUSINESS.**

**PRESS:**

Bugle A

**CHAMBER OF COMMERCE DIRECTOR:** Forssberg - P

**THE PLEDGE OF ALLEGIANCE WAS WAIVED.**

**OPEN FORUM:**

Preston Bokos, Urban Tri-Gear - Online Public Comment was submitted. The comment is in regards to coming together to support our community and support our local businesses.



can provide services, and other offices are back at work. We are starting to see more people back to work and we are looking forward to Phase 4.

- Village Manager May talked about the update from the Fire Department. There were 309 positive COVID tests in Westmont since the beginning. This is reported by zip code. Two thirds of the positive cases are in the congregate living facilities. We are trending downwards and are solidly in that Phase 3 Restore IL.
- Mayor Gunter recognized Westmont student, Owen Berbaum, who recently participated in the virtual Kids Climate Summit.
- There was a virtual tour of the FMC Natatorium at Ty Warner Park. Participated with over 200 prospective event hosts of our FMC Natatorium to showcase our new world-class swimming complex.

#### **Village Clerk Szymski**

- Village offices are now open to the public. Some services are by appointment only. Patrons are expected to follow social distancing guidelines and wear facemasks when entering the building. Many services are offered online. For more information call the Village Hall at (630) 981-6200.

#### **Trustee Barry**

- The Economic Development Committee is still on hold for the time being.
- 63rd & Cass has been moving along and construction has continued.
- The downtown group is happy that we are working with them to have outside seating during this time.
- Bishops Chilli is working on outdoor dining.
- DJ's is now open with outdoor dining.
- Please consider Westmont first when you are out and about.

Mayor Gunter mentioned the Small Business Mega Lottery that runs through June 17th. Raffle tickets are available at [westmontchamber.com](http://westmontchamber.com). There will be two grand prizes of \$4500 each in Westmont gift certificates. Winners will be announced June 18th. Please buy a few raffle tickets today to help our business community.

#### **Trustee Johanik-Guzzo**

- Recapped a Special Public Safety Committee meeting May 26th. The purpose of this meeting was to discuss the COVID-19 response and the restore IL Phase 3 reopening of restaurants.
- The Social Distancing Fire and Police parades have ended. We have had more than 150 parades and several thank you letters being sent to the Fire and Police Departments. Many residents enjoyed these parades.
- The next scheduled Public Safety Committee meeting is August 27th and hopefully we will be in Village Hall.

#### **Trustee Barker**

- This is a perfect time to support local charities and shop locally.
- The Communications Department just publicized the first collage as part of the Community Hope Collage in which we invited the entire community to share their

messages of Hope on the village website and social media. The goal of the project is to bring awareness to the importance of positive mental health. Send in your message of Hope.

- More than 70% of Westmont has already responded to the Census, which is a good start. Please fill out your census form today.

**Trustee Liddle**

- Recapped the Administration / Finance Committee meeting held prior to the Village Board Meeting.
  - Garage Sales were discussed. Permits are not required in 2020 and a village wide garage sale will take place in the fall.
  - Delinquency forbearance was discussed for late fees through August 31st.
  - Small Business Grant loan program will be discussed in the near future.
- The next Administration / Finance Committee meeting will be July 2nd 2020.
- The Taste of Westmont will be going virtual. Look for more details soon.
- Sadly, tonight would have been the first night of Cruisin' Nights for 2020. Westmont Special Events is still discussing creative Cruisin' Nights options. Look for details to be announced soon.

**Trustee Nero**

- The next Public Works Committee meeting will be held June 18th at 4:30pm.
- We are doing a new program called "Adopt-a-Planter Program". There are a few planters left. Residents and businesses can sign up to adopt a downtown planter on the Village of Westmont.
- Glad to hear that Village Hall has opened back up.

Thank you to Greg Boltz and Mr. Hart who provided pizza to our first responders at the police station.

**ITEMS TO BE REMOVED FROM CONSENT AGENDA:**

No items to be removed from the consent agenda.

**(1) CONSENT AGENDA [Omnibus Vote]:**

**Village Manager May** addressed the Board on this agenda item.

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

**(A) BOARD MEETING MINUTES**

Board to consider approving the minutes of the Village Board meeting held May 7, 2020.

**(B) FINANCE ORDINANCE #2:** Dated **June 4, 2020** in the amount of **\$ 3,656,237.39.**

**(C) PURCHASE ORDERS**

21200047	Amalgamated Bank of Chicago	2,435,762.50
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21200069	Sikich LLP	35,805.00
21200070	Donald E Morris Architect PC	153,720.00
21200071	Michael Chada	22,000.00
21200072	Core & Main LP	22,118.00
21200073	DuPage Senior Citizen Council	24,000.00
	<b><u>PURCHASE ORDER TOTAL</u></b>	<b><u>\$ 2,693,405.50</u></b>
	<b><u>TOTAL OF PURCHASE ORDERS &amp; FINANCE ORDINANCE #2</u></b>	<b><u>\$ 6,349,642.89</u></b>

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

**VOTE ON MOTION #1**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**UNFINISHED BUSINESS**

No unfinished business.

**NEW BUSINESS**

**(2) RENEWED DECLARATION OF EMERGENCY**

**Mayor Gunter** addressed the Board on this item.

Motion by **Trustee Liddle** to consider an ordinance which renews until July 2, 2020 the Declaration of State of Local Emergency executed by the Mayor on May 29, 2020.

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

**VOTE ON MOTION #2**

Ayes: Barry, Barker, Guzzo, Nero, Liddle

Nays: None

Absent: Addington

**(3) PLANNING & ZONING COMMISSION REAPPOINTMENT**

**Mayor Gunter** addressed the Board on this item.

Motion by **Trustee Nero** to consider a motion approving Mayor Gunter's reappointment of Thomas Sharp to the Planning and Zoning Commission.

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

**VOTE ON MOTION #3**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**(4) DECLARATION OF VILLAGE PROPERTY AS SURPLUS**

**Public Works Director Ramsey** addressed the Board on this item.

Motion made by **Trustee Liddle** to consider an ordinance declaring certain Village owned vehicles and equipment as surplus property to be sold a Obenauf Auctions.

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

**VOTE ON MOTION #4**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**(5) ENGINEERING AGREEMENT - FDHQ REGIONAL STORMWATER IMPROVEMENT PROJECT**

**Public Works Director Rasmey** addressed the Board on this item.

Motion made by **Trustee Nero** to consider an ordinance authorizing an engineering agreement with ESI Consultants for the Maintenance and Monitoring Engineering Services for the completed FDHQ Regional Stormwater Improvement Project.

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

**VOTE ON MOTION #5**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**(6) AWARD OF BID PROPOSAL - ASHFORD SUBDIVISION 61ST STREET & RICHMOND STORMWATER DETENTION PROJECT**

**Public Works Director Ramsey** addressed the Board on this item.

Motion made by **Trustee Liddle** to consider an ordinance accepting the bid proposal from ENCAP, Inc. for the Village's Ashford 61st Street and Richmond Stormwater Detention Project, and authorizing a contract consistent with the bid documents.



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

**VOTE ON MOTION #6**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**(7) ENGINEERING AGREEMENT - ASHFORD SUBDIVISION 61ST STREET & RICHMOND STORMWATER DETENTION PROJECT**

**Public Works Director Ramsey** addressed the Board on this item.

Motion made by **Trustee Liddle** to consider an ordinance authorizing an engineering agreement with WBK Engineering LLC for Ph3 Construction Services on the Ashford Subdivision 61st Street and Richmond Stormwater Detention Project.

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

**VOTE ON MOTION #7**

Ayes: Barker, Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Addington

**MISCELLANEOUS:**

- Trustee Barry thanked the Fire Department for their hard work. We had a fire in Westmont and condolences were passed along to the family.

**(8) ADJOURNMENT**

Motion by **Trustee Nero** to adjourn the meeting.

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

**VOTE ON MOTION #8**

Ayes: Barry, Barker, Liddle, Guzzo, Nero

Nays: None

Absent: Addington

**MEETING ADJOURNED AT 6:52 P.M.**

**ATTEST:**

**APPROVED:**



**Village Clerk's Office**

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

Virginia Szymski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 18th day of June, 2020



# Village of Westmont

# Purchase Order

PO Date: 2020-06-09

Page: 1 of 1

**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

## 21200130

**Vendor:**

IMPERIAL SERVICE SYSTEMS, INC.  
200 W. 22ND STREET  
SUITE 201  
LOMBARD, IL 60148  
Fax: 630-925-1814

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100152	630-925-1800	630-925-1814				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Office Cleaning FY 21 Open PO: Monthly office cleaning; VH & PWS GL Account: 0154260 - 55031 - 1GOV Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$24,000.00	\$24,000.00	
2	FY21 Open PO - monthly office cleaning: Water GL Account: 4154110 - 55031 - 5INF Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$5,250.00	\$5,250.00	

By: Spencer Parkes  
Authorized Signature

**PO Total** **\$29,250.00**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

\*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

\*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

\*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



# Village of Westmont

# Purchase Order

PO Date: 2020-06-11

Page: 1 of: 1

### Bill To:

POLICE DEPARTMENT  
500 N CASS  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200161**

### Vendor:

DuPage Metropolitan Enforcement Group  
P.O. Box 162  
Clarendon Hills, IL 60514-0162  
Fax: 630-325-4762

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100698	630-325-4784	630-325-4762				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	DuMEG Fair Share FY21 Fair Share FY21 to DuPage MEG based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board. GL Account: 0156610 - 58048 - 2I&I \$20,800.00  Ship To: POLICE DEPARTMENT 500 N CASS WESTMONT, IL 60559 Email: <a href="mailto:mbjur@westmont.il.gov">mbjur@westmont.il.gov</a>	1.0	EACH	\$20,800.00	\$20,800.00	

By: Spencer Parkes  
Authorized Signature

**PO Total \$20,800.00**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

\*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

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\*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



# Village of Westmont

# Purchase Order

PO Date: 2020-06-12

Page: 1 of: 1

### Bill To:

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21200171**

### Vendor:

WBK ENGINEERING, LLC  
116 W. MAIN STREET  
SUITE 201  
ST CHARLES, IL 60174  
Email: [jjideran@wbkengineering.com](mailto:jjideran@wbkengineering.com)

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100244	630-443-7755					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	61st & Richmond Stormwater - Ph.3 Construction Approved by Village Board 6-4-20 GL Account: 3353333 - 55033 - 5INF Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$29,846.50	\$29,846.50	

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$29,846.50**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

\*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

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# Village of Westmont

# Purchase Order

PO Date: 2020-06-12

Page: 1 of 1

**Bill To:**

MUNICIPAL SERVICES  
31 W QUINCY  
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

## 21200172

**Vendor:**

ENCAP, Inc.  
2585 Wagner Court  
DeKalb, IL 60115  
Fax: 815-748-4255

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101062	815-748-4500	815-748-4255				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	61st & Richmond Stormwater - Construction Approved by Village Board 6-4-20 GL Account: 3353333 - 57085 - 5INF Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	\$198,602.00	\$198,602.00	
					\$198,602.00	

By: Spencer Parkes  
Authorized Signature

**PO Total** **\$198,602.00**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

\*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

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\*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



P20- \_\_\_\_\_

## **Graduate Recognition Month June 2020**

**WHEREAS**, the 2019-2020 academic year and commencement ceremonies have been suspended due to the global coronavirus pandemic; and,

**WHEREAS**, families, friends, neighbors and educators should encourage everyone to focus on the abilities of all young people, and honor their hard work; and,

**WHEREAS**, graduating students have contributed greatly to our community; and,

**WHEREAS**, the most efficient way to bring awareness to the value of education and to honor graduating students is through everyone's active participation in community activities and to the openness to learn and acknowledge each individual's abilities, talents, and contributions and the importance of education; and,

**WHEREAS**, during this generational challenge, our students represent a bright future and will continue along the path of service and leadership in our community and nation; and,

**WHEREAS**, we encourage all residents to celebrate all Westmont graduates from junior high, high school, and college in our community recognizing their achievements and supporting these special students in the next phase of life; and,

**NOW THEREFORE**, the Village of Westmont hereby recognizes the high achievement of graduating students of the Class of 2020 and on behalf of the Village of Westmont offer our heartfelt congratulations; and

**BE IT FURTHER RESOLVED**, I Ronald J. Gunter, by virtue of the authority vested in me, as Mayor of the Village of Westmont, do hereby proclaim the month of June 2020 as Graduate Recognition Month, Class of 2020.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 18th day of June, 2020.

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Ronald J. Gunter  
Mayor

Attest: \_\_\_\_\_  
Virginia Szymski  
Village Clerk

AGENDA 1  
NUMBER:  
CASE NUMBER: PZC 26-2020  
TYPE: VARIANCE



# Planning & Zoning Commission Staff Report June 10, 2020

## **Item for Planning & Zoning Commission Consideration:**

Granting a Variance for Floor Area Ratio to allow the construction of a second story expansion on an existing residence in the R-3 District.

## **Recommended Action:**

To consider the Variance application based on the following considerations:

- 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.
- B. The plight of the owner is due to unique circumstances.
- C. The variation, if granted, will not alter the essential character of the locality.

Based on the above considerations as outlined in this staff report, staff recommends approval of this request.

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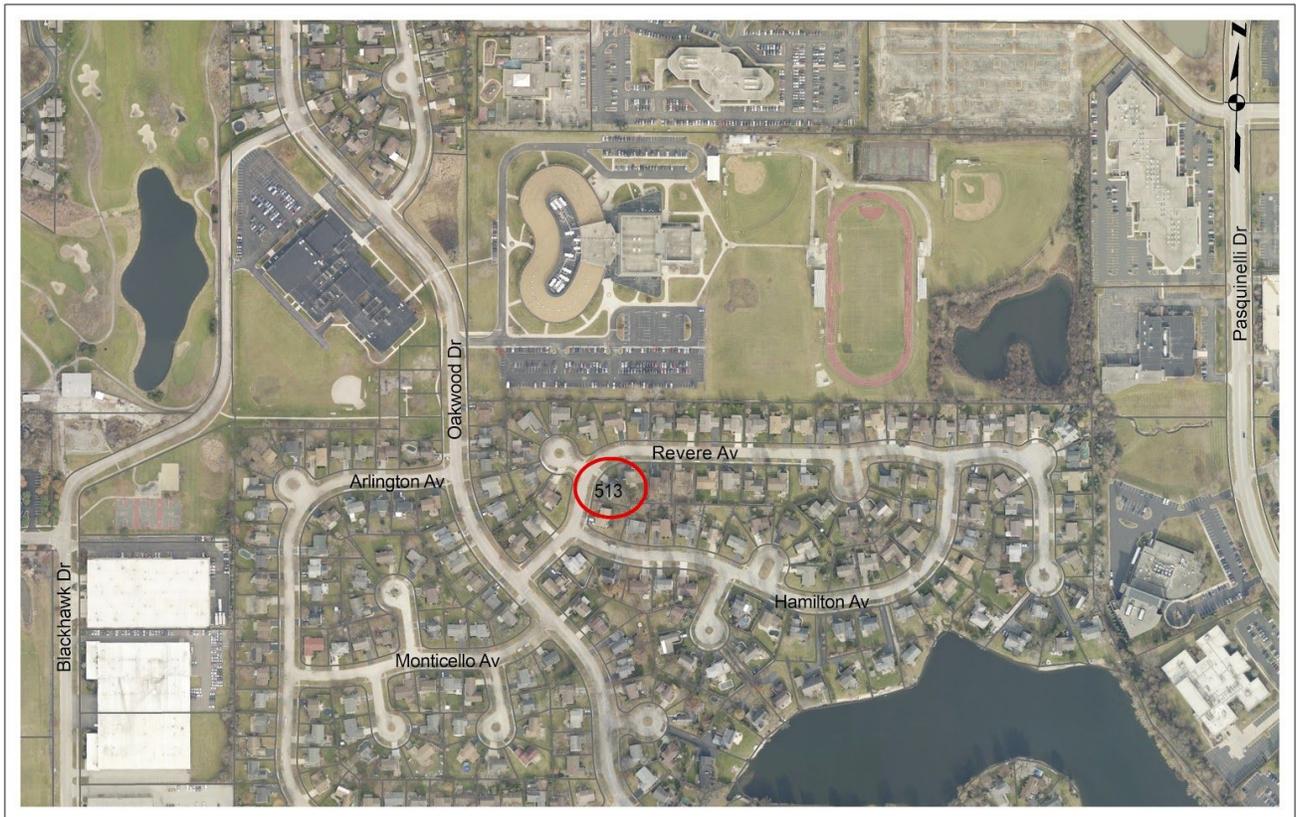
## **CASE SUMMARY AND BASIS FOR RECOMMENDATION**

TITLE: Christopher Lavoie regarding the property located at 513 Revere Ave., Westmont, IL 60559 for the following:

(A) Zoning Code Variance request to the Floor Area Ratio to allow the construction of a second story expansion on a property in the R-3 Single Family Detached Residence District.

### A. Background

The subject lot is located in the heart of the Oakwood neighborhood in Westmont, which is generally located west of Kingery Highway (83), north of Ogden, east of Ty Warner Park and south of the Westmont High School.



**Aerial Map of the Subject Property showing existing buildings, nearby developments and natural features.**

The applicant seeks relief from the maximum allowable Floor Area Ratio (FAR) in the R-3 Single Family Detached Residence District in order to finalize construction plans for a second story expansion on the residential property.

The property is zoned R-3 Single Family Detached Residential District and contains an existing single family residence. Properties to the east, west, north and south are zoned similarly and contain single-family homes.

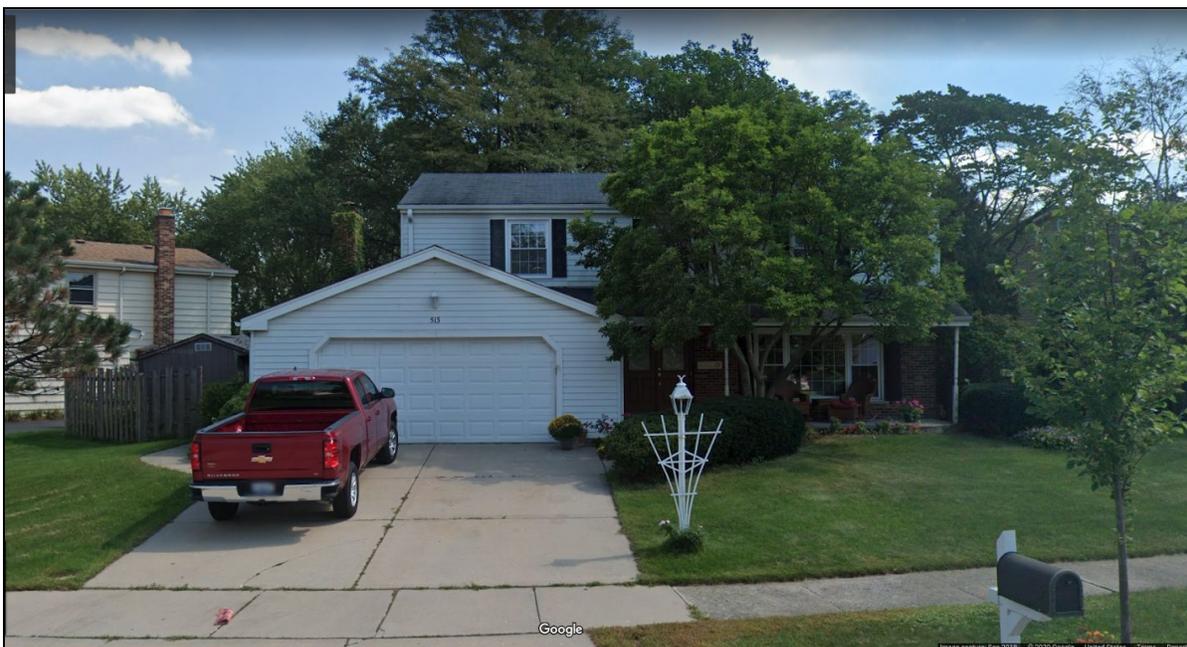
### **ZONING ANALYSIS**

The subject property is located in the R-3 Single Family Detached Residence District. The proposed construction will add a second story expansion, along with a rear yard expansion which has been approved through the permitting process.

The architectural character of the addition will match the existing residence and fits in with the character of the neighborhood. Additionally, the resulting character and bulk of the approved rear-yard addition and the proposed second-story expansion are consistent with the character and bulk of similar properties in the area.

The expansion will increase the property's floor area ratio (F.A.R.) and lot coverage as defined in Appendix "A", Section 6.04 - Bulk and development standards in residence districts, Subsection C, which states that the Maximum Floor Area Ratio for properties in the R-3 Single Family Residence District is 0.40 for the first 9,000 square feet of lot area plus 0.20 for the lot area greater than 9,000 square feet. At 8,615 square feet, the lot is less than 9,000 square feet. Therefore, the maximum floor area ratio for this property is capped at .40. However, due to the pie-shaped nature of the lot, which also has a wider width at the street frontage, the size is slightly smaller than lots in the neighborhood.

A summary of requirements and requested variance are discussed below.



**513 Revere Avenue**

**F.A.R. Variance Request**

Article XVI of the Zoning Code states:

*Floor area: For determining floor area ratio: The sum of the gross horizontal areas of the several floors including also the basement floor of a building (Note: this is only for commercial buildings), measured from the exterior faces of the exterior walls, or from the centerlines of walls separating two buildings. The "floor area" shall also include the horizontal areas on each floor devoted to:*

- (a) Elevator shafts and stairwells;*
- (b) Mechanical equipment, except if located on the roof, when either open or enclosed, i.e., bulkheads, water tanks and cooling towers;*
- (c) Habitable attic space as permitted by the building code of the Village of Westmont;*
- (d) Interior balconies and mezzanines;*
- (e) Enclosed porches; and*
- (f) Accessory uses.*

*Floor area for single-family detached dwellings in the R-1, R-2, R-3 and R-4 zoning districts shall not include the horizontal area of any garage, basement, crawl space, cellar or attic; but shall include any other attached structure on the lot having a roof.*

*Floor area ratio: The numerical value obtained by dividing the floor area within a building or buildings on a lot by the area of such lot. The floor area ratio as designated for each district, when multiplied by the lot area in square feet, shall determine the maximum permissible floor area for the building or buildings on the lot.*

The subject property 0.19 acres (8,615 square feet) is located in the Oakwood Subdivision and is zoned R-3 with a maximum Floor Area Ratio (F.A.R) of 0.40. The subject property is a pie shaped lot on an inside radius on Revere Avenue and is one of the smaller lots within the subdivision. The current code requirements for F.A.R. includes any area under any roof top including porches which accounts for 160 square feet of the building area. The proposed addition will be contained within all required setbacks. The allowable square footage for the lot according to the current code is 3,292 square feet and the proposed square footage is 3,788 square feet which exceeds the allowable by 496 square feet.

The applicant is requesting a Zoning Code Variance of 500 square feet for the purposes of completing a floor area expansion on the home. Because the reduced size is located at the rear of the property, the

increased Floor Area Ratio is imperceptible from the street. Furthermore, the proposed architectural design is of the same or similar character, size and bulk as many of the homes in the area. The existing building on the site has an FAR of .38, which falls just under the .40 allowable by code. The addition increases the overall F.A.R. to .44. The allowable F.A.R. for this property is .40, representing a .04 increase in the F.A.R. for this property.

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

<i>R-3 District</i>	<i>Maximum floor area ratio</i>
Single-family detached dwelling	.40
<b>Variance Requested:</b>	<b>.44 (increase of 4% from the allowable F.A.R., or 6% from existing)</b>



**Architectural rendering showing proposed second floor expansion over the garage**

## **REVIEW COMMENTS**

*Engineering Synopsis* - Village staff has determined prior to submission that the scope of the project would not trigger any additional engineering requirements from the Village. The proposal is part of an existing permit review for the rear addition and engineering for the second story expansion is deferred to permitting.

## **SUMMARY**

The applicant requests a variance for relief from the maximum FAR as required in the R-3 Single Family Detached Residential District.

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## **DOCUMENTS ATTACHED**

1. Public notice as published in the May 22, 2020 edition of the Westmont Suburban Life.

2. Application for variance, with associated application materials, dated May 5, 2020.
    - a. Application
    - b. Cover Letter
    - c. Plat of Survey
    - d. Site Plan dated March 25, 2020
    - e. F.A.R. Exhibits and Architectural Rendering, dated May 13, 2020
    - f. Permit plat for rear addition, dated February 2, 2020
    - g. Architectural Drawings for rear addition, dated January 8, 2020
- 

B. Legal

Notification: *Westmont Village codes require the proposal to be advertised with a Class Two Legal Notices and to be considered by the Planning and Zoning Commission at a public hearing. Public notice was provided in the Westmont Suburban Life on May 22, 2020.*

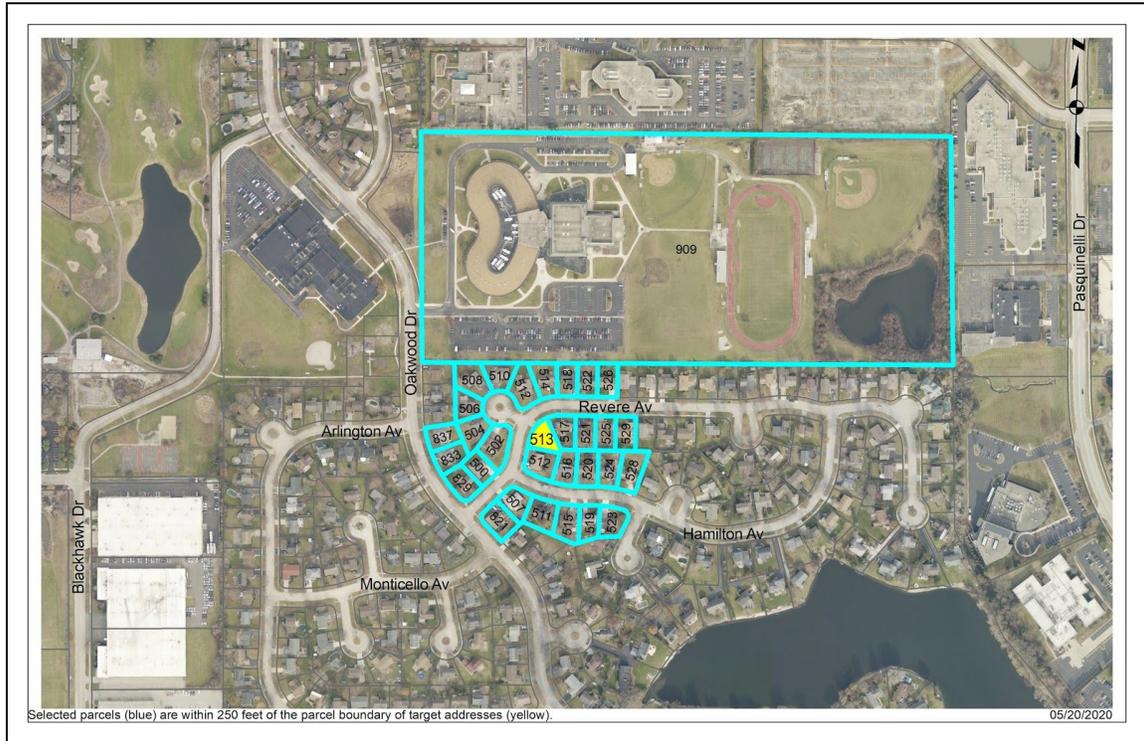
Other Required Actions: *Village Board action is required for these proposed Ordinance Amendments. After the Planning and Zoning Commission has made a recommendation, the Special Use Permit and Variance requests will be taken to the Village Board of Trustees for review and a final decision on July 2, 2020.*

Code Reference: *Village Code Section 6.05 Variations. specifies the requirements to follow when requesting variances to the Zoning Code.*

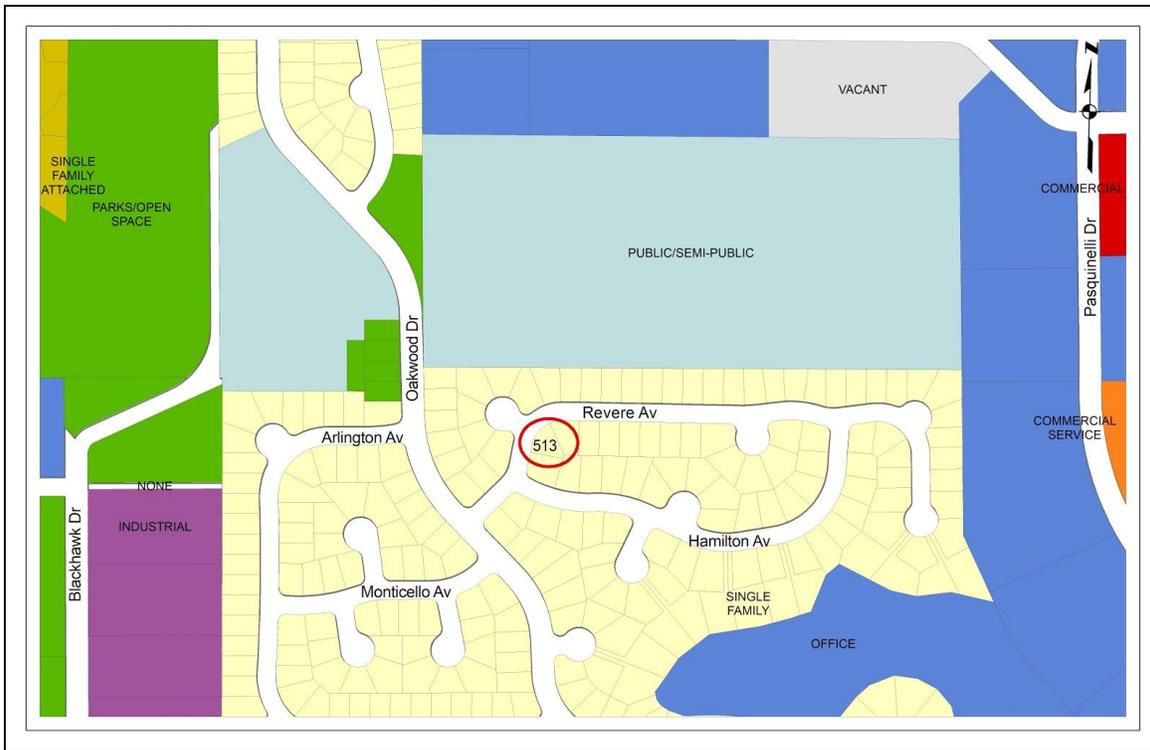
C. Principal Parties Expected at Meeting

1. *Christopher and Marielena Lavoie, property owner / applicant.*

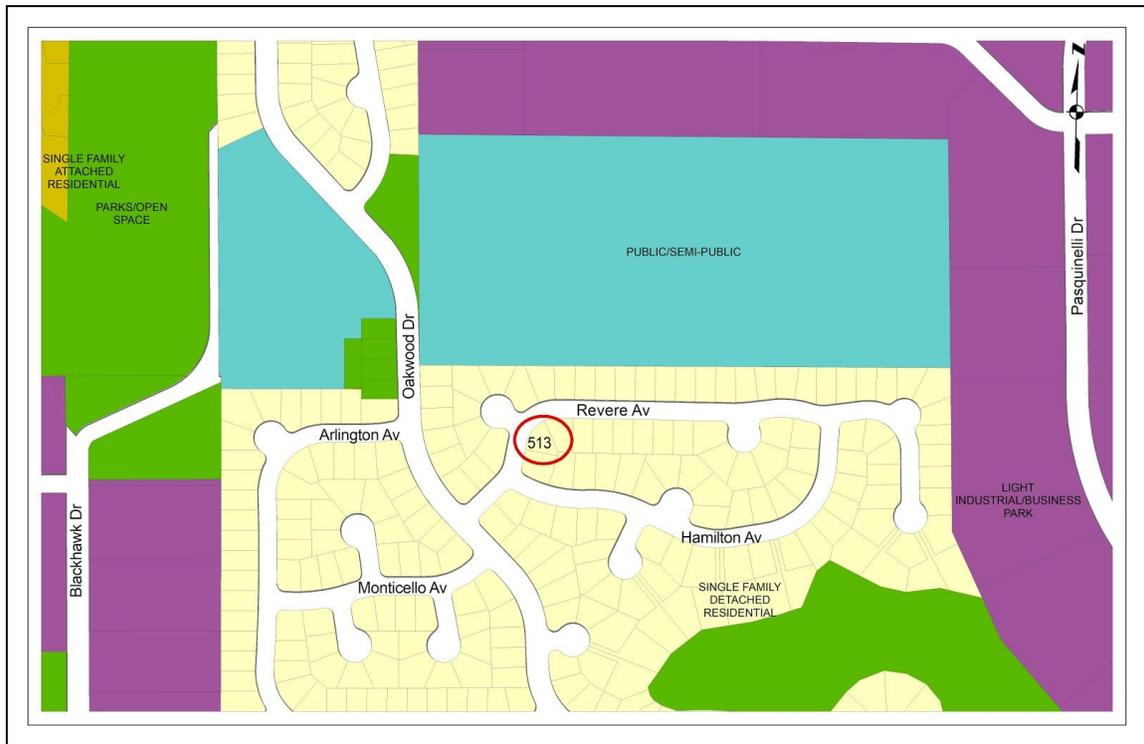
# MAP SERIES



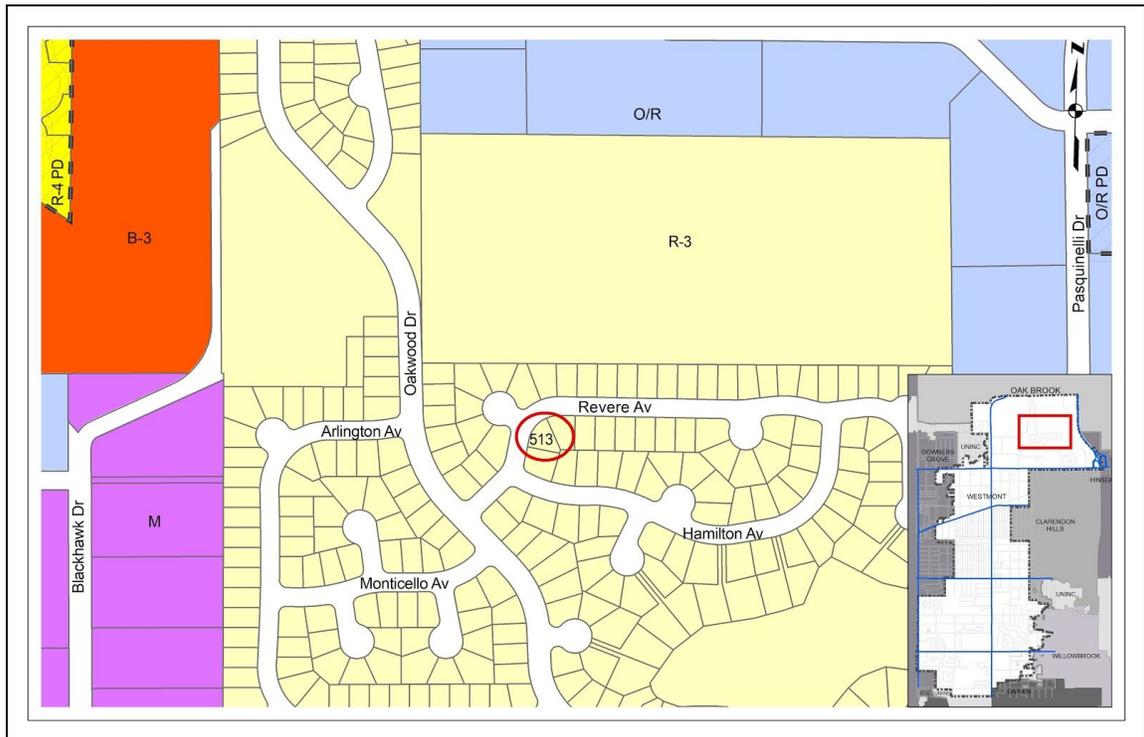
**Aerial Image of Subject Property at 513 Revere Avenue showing the notification area.**



**The Existing Land Use Map shows 513 Revere Ave. as “Single Family Detached Residential” Designation. The proposed second story expansion is compatible with the properties in the area.**



**The Proposed Land Use Map (2013) shows the subject property as “Single Family Detached Residential” and surrounded on all sides by the same designation.**



**The Zoning Map shows the subject property as R-3 Single Family Detached Residence District, and surrounded on all sides by the same zoning districts, consistent with the proposed use.**

**STIPULATIONS RECOMMENDED BY PLANNING STAFF FOR PZC CASE # 26-2020**

None

## STAFF AND TECHNICAL REVIEW REPORTS

### Planning and Zoning

The following zoning approvals will be required:

1. Zoning Code Variance of 500 square feet for the purpose of constructing a second story expansion.

### **Zoning Standards:**

- **Use:** R-3 Single Family Detached Residence District
  1. Maximum height allowed: 35 feet  
Proposed height: unchanged. The addition to the second story will add floor area to an existing second floor and no increase in height is proposed.

A preliminary review indicates that the proposed expansion meets the requirement of the code.

### **Site Plan Review:**

- **Required Minimum Lot area and Width:** Complies
- **Maximum FAR:** .40 Proposed: .44
- **Building Height:** Complies
- **Yards: Complies.**
- **Site Access:** No changes. Complies.
- **Parking Requirements:** No changes. Complies.
- **Elevations:** Basic elevations of the proposed building were provided.

### **Recommended Stipulations:**

1. None
2. Note: Applicant must comply with all applicable Village of Westmont regulations, including all the Building Codes.

#### **A. Landscape Plan Comments (Monica Goshorn-Maroney, 630-668-719)**

Not required.

#### **B. Fire Prevention Bureau Comments (Larry Kaufman, 630-981-6428)**

Deferred to permitting.

#### **C. Engineering/Public Works (Noriel Noriega, 630-981-6295)**

No comments at this time.

#### **D. Water Department Comments (Jim Cates, 630-981-6271)**

Deferred to permitting.

**E. Consulting Engineer Comments (James Patterson, 630-724-3293)**

Not required.

**F. Police Comments (Jim Gunther, 630-981-6341)**

Not required.

**G. Forestry Comments (Jon Yeater, 630-981-6285)**

Deferred to permitting.

## CONCURRENCY SUMMARY REPORT

**Project Name:** Christopher Lavoie FAR Variance - PZC Case # 26-2020

**Report Date:** June 10, 2020

The proposal is consistent with the Comprehensive Plan, the Proposed Land Use Plan, and the Codes and Ordinances for the Village of Westmont.

**PLANNING COMMISSION FINDINGS OF FACT FOR VARIANCE REQUEST PZC CASE  
NO. 26-2020**

The applicant submitted the following responses:

**P/Z 26-2020 Christopher and Marielena Lavoie, 513 Revere Avenue, Westmont**

**Request for a variance to allow lot coverage greater than 40%**

**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:**

**Lot Coverage:**

The subject property 0.19 acres (8,615 square feet) is located in the Oakwood Subdivision and is zoned R-3 with a maximum Floor Area Ratio (F.A.R) of 0.40. The subject property is a pie shaped lot on an inside radius on Revere Avenue and is one of the smaller lots within the subdivision. The current code requirements for F.A.R. includes any area under any roof top including porches which accounts for 160 square feet of the building area. The proposed addition will be contained within all required setbacks. The allowable square footage for the lot according to the current code is 3,292 square feet and the proposed square footage is 3,788 square feet which exceeds the allowable by 496 square feet. If the proposed addition was placed on neighboring lots within the Oakwood Subdivision including properties adjacent to our lot, a variation would not be needed.

The existing home contains a 10 x10 dining room and the 4 bedrooms are approximately 10 x 12. The Applicant intends on remaining in Westmont for years to come if their space needs can be addressed. The Applicant has a strong desire to upgrade the home to current standards including room sizes and design features that would be equivalent to neighboring properties on slightly larger lots.

**Criteria No. 2 :** *The plight of the Owner is due to unique circumstances.*

The Applicants have eight children, two grandchildren, and one grandchild on the way. The Applicants also have elderly parents that may need assistance in the near future. Their family was raised here in Westmont and this is home to their entire family. The size of the lot and house is a hardship to their family. Holidays are spent at local hotels. If this request is denied, we will be forced to move to a larger home.

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

The proposed building expansion will be contained to an increase in footprint in the rear yard and the remainder will be built as a second story above the garage and family room. The home will receive new siding, stone façade, roof, windows, garage door, walks, landscaping, and a new driveway. The upgrades will be an attractive addition to the neighborhood and will blend in nicely to the character of the Oakwood Subdivision.



# Village of Westmont Planning and Zoning Application and Instructions

Community Development Department  
31 West Quincy Street  
Westmont, Illinois 60559  
630-981-6260

<i>Office Use Only</i>	
Date Received:	_____
By:	_____

**Incomplete Applications will not be accepted. All fields are required. If Not Applicable, write "N/A" in the field.**

**PETITIONER INFORMATION (Agent and Project Manager for the Petition):**

Petitioner (and corporation if applicable): CHRISTOPHER LAVOIE  
Address: 513 REVERE AVE  
Phone: 630 885 5050 Email: CHRIS@CHLAVOIE.COM  
Relationship of Petitioner to Property Owner: \_\_\_\_\_

**PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):**

Property owner (s) (and corporation if applicable) (list all beneficiaries of Trust): \_\_\_\_\_  
CHRISTOPHER LAVOIE (MARILENA)  
Address: 513 REVERE AVE  
Phone: 630 885 5050 Email: CHRISTOPHERM.LAVOIE@GMAIL.COM

**PROJECT STAFF:**

Developer: C.M. LAVOIE  
Phone: SEE ABOVE Email: \_\_\_\_\_  
Attorney: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Engineer: CM LAVOIE  
Phone: SEE ABOVE Email: \_\_\_\_\_

Architect: CMLAVOIE

Phone: 630 381 0819 Email: CHRIS@CMLAVOIE.COM

Landscape Architect: CM LAVOIE

Phone: 630 381 0819 Email: TPARMENTER@CMLAVOIE.COM

NAME OF PROJECT: RESIDENTIAL ADDITION

BRIEF PROJECT DESCRIPTION: PROPOSED RESIDENTIAL ADDITION  
THAT EXCEEDS FAR;

PRE-APPLICATION meeting date: \_\_\_\_\_

**APPLICATION TYPE** (Engineering and/or landscape plan reviews may be required. See Fee worksheet for details):

- ZONING CODE**
- Map Amendment (Proposed District): \_\_\_\_\_
  - Special Use Permit
  - Variance(s)
  - Text Amendment:
  - Parking Waiver
  - Masonry Waiver

- AGREEMENTS**
- Pre-Annexation Agreement
  - Planned Development (PD) / PD Amendment

- PLATS**
- Preliminary Subdivision/Consolidations and Resubdivision Plat (Number of Lots \_\_\_\_\_).
  - Final Plat Review
  - Final Plat Recording

- PLAN REVIEWS**
- Site Plan
  - Landscape Plan

Common Description (Street Address): 513 REVERE AVE.

PIN Number(s): 0903211001 Current Zoning District: R-3

Short Legal Description: SEE ATTACHED DEED AND WORK DOCUMENTS

NOTE--Applicant must provide the FULL Legal Description for the subject property in a text format, such as Microsoft Word, Google Docs, or in the body of an email (See Application Checklist).

Existing Structures & Signs: SINGLE FAMILY HOME

Significant natural amenities (slope, vegetation, water bodies, floodplain, and other development restrictions):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior PZC Case Numbers: NONE

Applicable Ordinances: ZONING CODE

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

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

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

**PETITIONER SIGNATURE:**

Type or print name: MARIELENA LAVOIE

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 4<sup>th</sup> DAY OF May, 20 20

Marielen Lavoie  
Notary Public

**OWNER SIGNATURE:**

Type or print name: MARIELENA LAVOIE

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 4<sup>th</sup> DAY OF May, 20 20

Marielen Lavoie  
Notary Public



**APPLICATION MATERIALS CHECKLIST**

The application filed with the Village of Westmont for consideration by the Commission shall contain the following items which are pertinent to the application. Staff may amend the requirements as necessary.

**These forms and all application materials MUST be delivered in person. PARTIAL SUBMITTALS WILL NOT BE ACCEPTED.**

Submit:

- A. Two FULL SIZED, SCALED COPIES of Preliminary plans for larger projects (See *Site Plan Checklist*)
- B. High Resolution PDF Digital Copies of Preliminary and Final plans (Flash Drive required).
- C. 12 high-resolution 11" X 17" scaled reductions of FINAL plans, individually folded.
- D. **DO NOT SUBMIT ROLLED PLANS.**

**FOR ALL APPLICATIONS:**

REQUIRED    SUBMITTED

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Completed application form.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Cover letter narrative to Community Development Department, explaining request, including a brief description of the project and <b>justification (for variances, comply with Sections 6.05 and 13.07. Special Uses must comply with Section 13.09 of the Zoning Code.)</b>  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <b>Non-refundable</b> filing fee. Please see attached Fee Schedule for Public Hearings.  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legal description. Email to staff in text format ( <i>not pdf</i> ) <a href="mailto:njohnson@westmont.il.gov">njohnson@westmont.il.gov</a>   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Proposed site plan (Min. 11"x17") Properly labelled and to scale (See "Site Plan Checklist").  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of Plat of Survey.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Full list of all PIN Numbers involved (for mailing of notices).  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Proof of ownership or site control.<br>Note: Copies of recorded deeds are available through the DuPage County Recorder's Office, <a href="http://dupageco.org/recorder">http://dupageco.org/recorder</a> . If the property is in Trust, a beneficiary Disclosure statement must be submitted. The applicant(s) must disclose the directors and 20% of the shareholders if it is a corporation. When applicant is not the owner, a copy of a contract, option, or document establishing leasehold interest is required. Copy must be reduced to a LEGIBLE 8.5" x 11". |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Proof of submitted application to Kane-DuPage Soil and Water Conservation District for Land Use Opinion (Separate application form).   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other information or data to complete evaluation of the application such as photos, renderings, building material samples, adjacent property owner consent, etc. List these items here:<br><u>EXHIBITS, PROPERTY COMPARISONS,</u><br><u>RENDERINGS, PETITIONS</u>  |

**In addition to the above requirements, submit the following items:**

**For Plats and Planned Developments:**

- \_\_\_\_\_ Plat of Subdivision (preliminary)
- \_\_\_\_\_ Preliminary Engineering Plans

Note: There is an additional final plat step following preliminary plat approval. Once the preliminary plat is approved by the Village Board, final engineering documents and a letter of credit will need to be submitted with the final plat before being sent to the Village Board for a final approval, and final recording by DuPage County.

**For Site and Landscape Plan Reviews:**

- \_\_\_\_\_ Tree Survey, Tree Preservation Plan, and Landscape Plans, in accordance with Ordinance No. 07-181.
- \_\_\_\_\_ Architectural Renderings, if applicable; showing landscaping, trees, topographical and other features.
- \_\_\_\_\_ Preliminary Engineering Plans
- \_\_\_\_\_ Site Signage Plans showing location of monument and wayfinding signs only (Separate sign permit is REQUIRED for all signs, including wall and window signs).

**For Variances:**

- \_\_\_\_\_ Tree Survey, Tree Preservation Plan, and Landscape Plans, in accordance with Ordinance No. 07-181.
- \_\_\_\_\_ Architectural Renderings, if applicable; showing landscaping, trees, topographical and other features.
- \_\_\_\_\_ Preliminary Engineering Plans
- USA Site Signage Plans (**Separate sign permit is REQUIRED**).
- For an application for a variance, please address the Findings of Fact for variance as part of the cover letter (see "Findings of Fact" guidelines). See Sections 6.05 and 13.07.

**For Special Use Permits:**

- \_\_\_\_\_ Tree Survey, Tree Preservation Plan, and Landscape Plans, in accordance with Ordinance No. 07-181.
- \_\_\_\_\_ Architectural Renderings, if applicable; showing landscaping, trees, topographical and other features.
- \_\_\_\_\_ Preliminary Engineering Plans
- \_\_\_\_\_ Site Signage Plans showing location of signs (**a sign permit is REQUIRED for all signs**).
- \_\_\_\_\_ Traffic Impact Study (if requested).
- For a special use permit, please include, in the cover letter, a statement indicating how the standards and conditions will be met pursuant to the Zoning Ordinance (See Zoning Code Section 13.09).

**FEE SCHEDULE**

**(Application fees are non-refundable. Unused portion of Escrow fees are returned upon project close.)**

**Variations (per each requested variance):**

Residential:	
R-1, R-2, R-3.....	\$250.00 + Escrow Fee*
Other Zones:	
R-4, R-5, R-6, B-1, B-2, B-3, M, O/R, PD.....	\$500.00 + Escrow Fee*

**Special Use Permit** ..... \$350.00 + Escrow Fee\*

**Temporary Use Permit**..... \$50.00

**Zoning Code Amendment, Text or Map**..... \$500.00

**Planned Development Agreement**..... \$500.00 + Escrow Fee\*

**Pre-Annexation Agreement:**

Residential:	
R-1, R-2, R-3.....	\$100.00
All Other Zones.....	\$500.00

**Subdivision:**

Initial Lot Split (1 to 2).....	\$150.00
Each Lot Thereafter.....	\$50.00
Preliminary Plat/Final Plat Review.....	Escrow Fee*
Final Plat Recording.....	\$250.00

**Site Plan / Landscape Plan Review**..... \$150.00 + Escrow Fee\*

\* **IMPORTANT NOTE:** *REVIEW FEES* for outside consulting engineering and landscape architects are due with the application. Escrow fees are determined on a case by case basis and are based on the scope and complexity of the project. These fees are paid directly to the consultant and unused portions of the escrow amount are returned to the applicant upon project close. Please contact the Community Development Department for an estimate of review fees before submitting the application.

**FEE WORKSHEET**  
 (Insert total due on Page 1 of Application Form)

	<b>Application Fee Due</b>	<b>Escrow Fees Due</b>
<b>ZONING CODE</b>		
<input type="checkbox"/> Zoning Map Amendment:	\$ _____	
<input type="checkbox"/> Special Use Permit:	\$ _____	
<input type="checkbox"/> Engineering Review Required		\$ _____
<input type="checkbox"/> Landscape Review Required		\$ _____
 <input type="checkbox"/> Zoning Variance:		
District:		
R-1, R-2, R-3	\$ _____	
R-4, R-5, R-6, B-1, B-2, B-3, M, O/R, PD	\$ _____	
<input type="checkbox"/> Engineering Review Required		\$ _____
<input type="checkbox"/> Landscape Review Required		\$ _____
 <input type="checkbox"/> Zoning Text Amendment:	\$ _____	
 <b>AGREEMENTS</b>		
<input type="checkbox"/> Pre-Annexation Agreement		
R-1, R-2, R-3	\$ _____	
All Other Zones	\$ _____	
<input type="checkbox"/> Planned Development (PD) / PD Amendment	\$ _____	
<input type="checkbox"/> Engineering Review Required		\$ _____
<input type="checkbox"/> Landscape Review Required		\$ _____
 <b>PLATS</b>		
<input type="checkbox"/> Preliminary Subdivision/Consolidations and Resubdivision Plat		
<input type="checkbox"/> Initial Lot Split (1 to 2)	\$ _____	\$ _____
<input type="checkbox"/> Each Lot Thereafter	\$ _____	\$ _____
<input type="checkbox"/> Engineering Review Required		\$ _____
 <input type="checkbox"/> Final Plat Review	\$ _____	\$ _____
<input type="checkbox"/> Final Plat Recording	\$ _____	\$ _____
<input type="checkbox"/> Engineering Review Required		\$ _____
 <b>SITE PLAN REVIEWS</b>		
<input type="checkbox"/> Site Plan		\$ _____
<input type="checkbox"/> Landscape Plan		\$ _____
 <b>TOTALS</b>	\$ _____	\$ _____
<b>(Submit separate checks, payable to Village of Westmont)</b>		

**FINDINGS OF FACT - FOR VARIANCES ONLY**

In order to process your request, the Village of Westmont is obligated to make specific findings of fact for all variance applications according to the Village Zoning Ordinance and Illinois State Statutes. The Planning and Zoning Commission must find evidence that the request meets the three standards of variance defined in the Zoning Ordinance. **Applicants are required to submit written evidence and/or analysis of the standards for variation below** as an addendum to their application materials. Additionally, **applicants are strongly encouraged to review the standards of variance in preparation of a defense for their variance request** during the Planning and Zoning Commission public hearing:

- (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.
- (B) The plight of the owner is due to unique circumstances.
- (C) The variation, if granted, will not alter the essential character of the locality.

Additional review considerations are listed in Village Code Appendix A, Article XIII, Section 13.07(D).

**Your request will not be placed on the Planning and Zoning Commission Agenda unless the Findings of Fact are submitted with the application.**

**SPECIAL USE STANDARDS - FOR SPECIAL USE PERMITS ONLY**

A proposed special use shall substantially meet the following standards in order to obtain the recommendation of the Planning and Zoning Commission and approval of the Board of Trustees:

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

## SITE PLAN CHECKLIST

### BASIC INFORMATION

- A. Greater than 5,000 sq. ft. of ground disturbance? If so, 2 full size set of plans.
- B. 11" x 17" Size Paper (Must be legible at this size for Ordinance recording purposes.)
- C. 12 hard copies of 11" x 17" (for PZC Commission)
- D. Titled: Address without abbreviations - Project Name. e.g. 400 North Cass - Dutch Hamburgers
- E. Subtitled: Binding / Non-Binding Site Plan.
- F. Note: For projects with greater than 5,000 sq. ft. of ground disturbance, or at the discretion of the Community Development Director, site plan must be "binding", i.e. becomes part of the Ordinance Exhibits and must be constructed as approved.
- G. Graphic Scale
- H. Text - Uppercase and Minimum Size 1/16"
- I. North Arrow Labeled as "North"
- J. Legend - Key for Symbols
- K. Exterior Boundary of Property Shown as Dashed Line with Two Dots (Standard Symbol)
- L. Interior Property Boundary Lines as Broken Line Types of Finer Solid Lines
- M. Type of Easements Represented by Fine Dashed Lines
- N. Black & White (preferred)
- O. Date
- P. If More than One Page, Include Page Numbers on Each, e.g., Page 1 of 2 Site Date Table:

### SITE DATA TABLE

- Q. Gross Acreage
- R. Number of Lots or Units
- S. Density
- T. Amount of Open Space Required & Provided
- U. Non-Residential Building Area in Square Footage
- V. FAR and Calculations (exclude non-building coverage)
- W. Existing Impervious Area
- X. Existing Impervious Area to Be Removed
- Y. Proposed Impervious Area
- Z. Required & Additional Parking
- AA. Existing & Proposed Zoning
- BB. Existing & Proposed Uses Site Development:

### SITE DEVELOPMENT

- CC. Structures Existing & Proposed
- DD. Access, Access Points to Adjacent Parcels, Access Points Opposite Side of the Street
- EE. Public or Private Roads Within/Adjoining the Property and Roadway Easements, Existing & Proposed
- FF. Stormwater Facilities (Existing, if applicable, and proposed)
- GG. Zoning and Land Uses on Adjoining Properties
- HH. Wells(s) & Septic System(s), Existing & Proposed - (may be shown on a separate map)
- II. General Layouts of Proposed Lots & Square Footage
- JJ. All Required Landscape Buffers, Location & Dimension
- KK. Significant Natural Areas to be Preserved or Conserved (Wetlands, Habitat)
- LL. Heritage Trees & Significant, Larger Trees or Groups to be Retained (may be shown on a separate map)
- MM. Off-Street Parking & Loading Areas
- NN. Passenger Drop-off/Pick-up Points
- OO. Drive-Through Windows

## PZC REQUEST REVIEW PROCESS

There are a number of lengthy and involved steps in the review process in order to ensure that all requirements are completely satisfied. Timeframes are for illustrative purposes only in order to provide an estimate; actual time may vary depending on project type, responsiveness of the applicant, and completeness of the submittal materials.

### **PROCEDURAL STEPS**

Applicant formulates project following the Village of Westmont's Zoning Code, Comprehensive Plan, and applicable Design Guidelines.

**Pre-Application Meeting with Village Staff:** Community Development Department staff will meet with the petitioner to discuss the proposed project and provide recommendations on how to proceed with the project and meet Village Code requirements. Staff will discuss the development review application submission requirements and process provided that the project does not appear to present any major obstacles which must be addressed prior to submission.

**Initial Material Submittal and Preliminary Project Review:** Once the petitioner has compiled all of the required documents, they submit them to the Staff for initial project review. The purpose of this review is to make sure that all required documents are complete and in order. The materials are to be submitted in accordance with the attached filing deadline schedule. ***Late or incomplete submissions will not be scheduled by the PZC until all items are submitted, per staff instructions. All plans must be folded individually with the title block facing outward. Rolled plans will not be accepted. Submittal fees are required when staff deems application COMPLETE, and are non-refundable.***

**Project Review Comments to Petitioner / Revised Material Submittal:** Following the initial submittal, staff will review the materials and verify that all information is complete and correct. It is the responsibility of the petitioner to correct any irregularities as indicated by staff and return the required materials in a timely manner. ***Staff will not place the request on the Planning and Zoning Commission agenda if a revised material submittal is incomplete.***

**Planning and Zoning Commission Hearing:** Once application materials have been satisfactorily reviewed by staff, the requests are placed on the Planning and Zoning Commission agenda for a public hearing. The Commission will hear testimony from the applicant related to the petition and make a recommendation which is forwarded for consideration by the Village Board.

- *The Planning and Zoning Commission convenes on the second Wednesday of every month at 7:00pm at Village Hall. **Applicant attendance and presentation required.***

**Village Board Hearing:** Once the Planning and Zoning Commission has given their recommendation on a project, the petitioner is scheduled to present their request to the Village Board, where the Board will consider the project and discuss public input. The Village Board is the final decision making authority charged with voting on all development review petitions brought before it. Once the Village Board has received all pertinent information a final binding vote will be made.

- *The Village Board typically meets approximately 3 Thursdays after the Planning & Zoning Commission meeting, at 6 pm at Village Hall. **Applicant attendance the Village Board is required, in case there are questions or comments for the applicant.** Staff will advise applicant of the Village Board meeting date.*

Mr. Bruce Silvester  
Community Development Director  
Village of Westmont  
31 West Quincy Street  
Westmont, Illinois 60559

Re: Variation Request  
513 Revere  
Avenue

Dear Mr. Sylvester,

The subject property is located in the Oakwood Subdivision at 513 Revere Avenue and the base zoning is R-3 Single Family Detached Residence. We have lived in the home since 1998 and have a strong desire to live at this location for many years to come. We have an unusually large family with eight children, and three grandchildren. We expect our family to grow significantly over the next ten years and it is vitally important to us to accommodate our family during holidays and during transitional relocations once our children see how much this area has to offer.

At times, we have nearly thirty people at our family gatherings and our current home is just not large enough to keep everyone under one roof. At a minimum, we need a bigger common area with the ability sit our entire family at the dinner table along with additional bedrooms for weekend guests. The proposed addition will provide the much-needed space and much of the second story addition will be built over the existing one story portion of the house. Existing room sizes are very small in our home and it is very difficult to be comfortable when our children visit.

Based on the most efficient floor plan and the utilization space, the addition we are proposing meets all requirements set forth by the Village of Westmont with exception to the Floor Area Ratio (F.A.R.). The allowable F.A.R is 40 percent of the lot area and based on our small inside corner lot, the allowable lot coverage is 3,450 square feet. We are proposing a lot coverage of 3,788 square feet which exceeds the maximum allowable lot coverage by 496 square feet.

Our proposed addition will blend into the neighborhood like other homes in Oakwood that have been upgraded over the past few years. Our hardship is based on the sheer size of our

wonderful family and the size and shape of our property is very limiting. Our bedrooms are very small and our lot is significantly smaller than neighboring properties. Attached is an exhibit showing the DuPage County GIS map for our subdivision. Our neighboring lots are significantly larger in square footage and if our home with our proposed addition was located on any of the lots highlighted in the attached exhibit, a variation to the F. A. R. would not be necessary.

We have made the decision to stay in Westmont for years to come if we are able to provide space for our family. We love Westmont and all that it has to offer including our schools, parks, restaurants, and our new natatorium. Our only other option is to move to a larger home elsewhere. We have neighbors who have set the example. The property located 837 Revere Court in Oakwood is a much larger three-story home that clearly exceeds the F.A.R. Several other homes in Oakwood appear to exceed the F.A.R. requirements. We also have other neighbors on Oakwood Drive that have invested in a total remodel and similar expansion of the same model home. Our intensions are to do the same and expand our home with complimentary architecture and style.

Finally, we request to expand our home to be the same size as the allowable homes in our neighborhood. Should you have any questions on these plan revisions, please reach out to me.

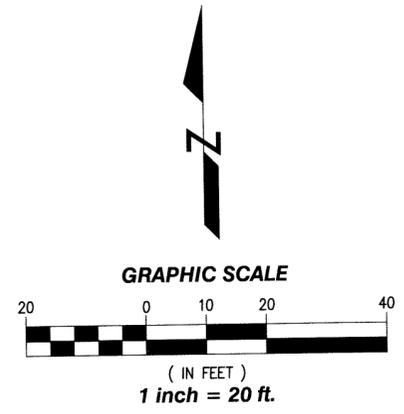
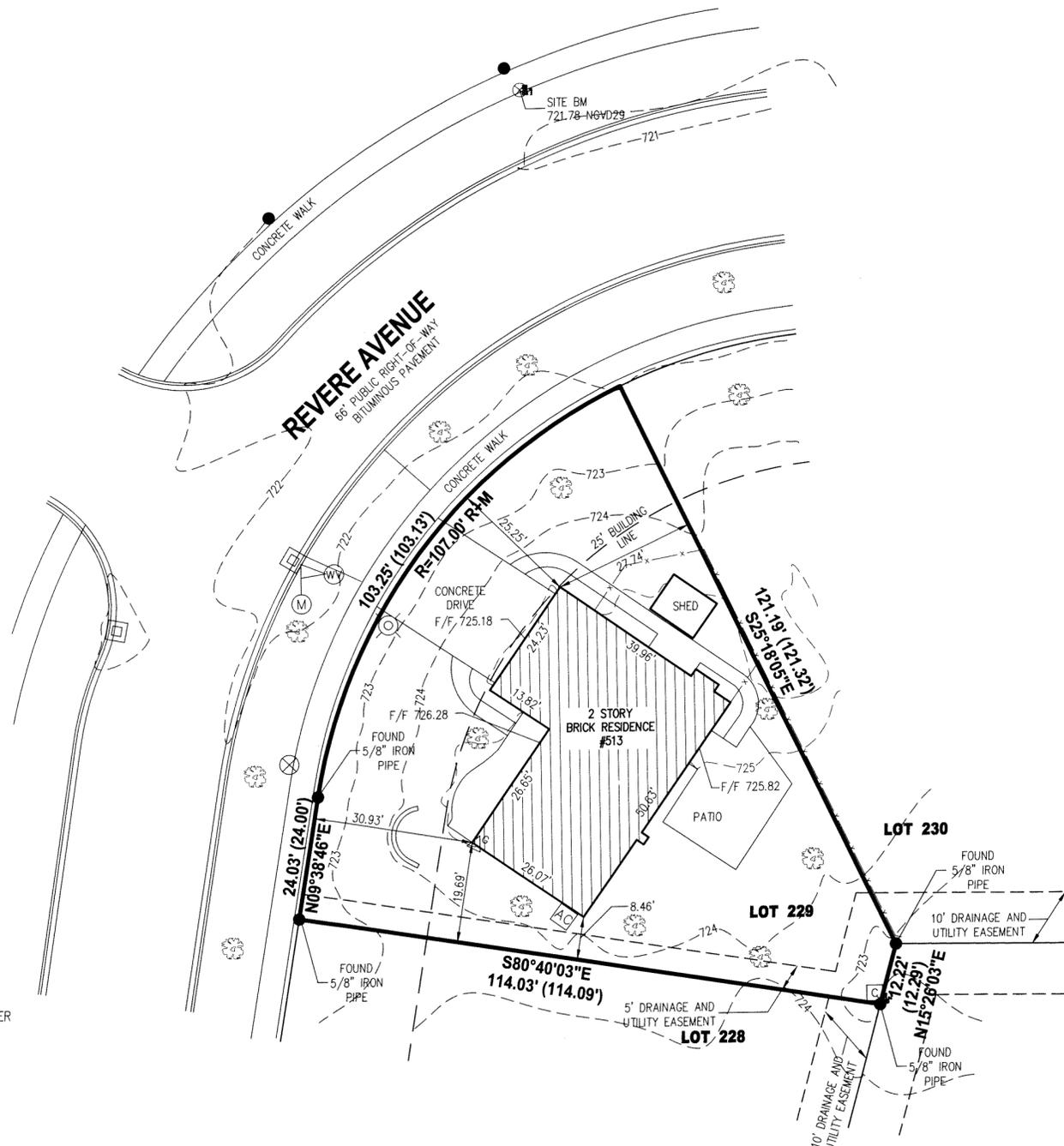
Marielena and Christopher Lavoie  
513 Revere Avenue  
Westmont, Illinois 60559

# PLAT OF SURVEY

OF  
 LOT 229 IN OAKWOOD UNIT TWO-B, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE NORTHEAST QUARTER OF SECTION 3, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 34 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1974 AS DOCUMENT R74-05283, AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 1, 1974 AS DOCUMENT R74-50636, IN DUPAGE COUNTY, ILLINOIS.

## LEGEND

- 0.00' MEASURED DATA
- (0.00') RECORD DATA
- LIMIT OF SURVEY
- - - SECTION LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING CENTER LINE
- - - EXISTING EASEMENT LINE
- - - EXISTING SETBACK LINE
- - - EXISTING CONTOUR LINE
- EXISTING MONUMENTATION
- SET MONUMENTATION
- AC EXISTING AIR CONDITIONING UNIT
- ⊗ EXISTING B-BOX
- EXISTING CABLE PEDESTAL
- EXISTING CATCH BASIN
- EXISTING CLEAN OUT
- ⌒ EXISTING CULVERT
- ⊙ EXISTING DRAIN
- ⊕ EXISTING ELECTRIC MANHOLE
- ⚡ EXISTING ELECTRIC METER
- ⊞ EXISTING ELECTRIC PEDESTAL
- ⊗ EXISTING FIRE HYDRANT
- ⚑ EXISTING FLAG POLE
- ◁ EXISTING FLARED END SECTION
- ⚙ EXISTING GAS METER
- ⊕ EXISTING GAS VALVE
- ⊞ EXISTING INLET
- ⊗ EXISTING LIGHT STANDARD
- ⊙ EXISTING MAILBOX
- ⊕ EXISTING MANHOLE
- ⊞ EXISTING POWER POLE
- ⊗ EXISTING POWER POLE W/ LIGHT
- ⊞ EXISTING POWER POLE W/ TRANSFORMER
- ⚡ EXISTING SIGN
- ⊗ EXISTING TREE
- ⊞ EXISTING VALVE BOX
- ⊕ EXISTING VALVE VAULT
- ⊗ EXISTING WATER VALVE
- ⊞ EXISTING WELL



### SURVEYOR'S NOTES

1. DIMENSIONS SHOWN THUS: 50.25' ARE FEET AND DECIMAL PARTS THEREOF. ANGULAR DATA SHOWN THUS: 90°00'00" INDICATES DEGREES, MINUTES AND SECONDS.
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3. IMPROVEMENT LOCATIONS ARE BASED ON A FIELD SURVEY BY C.M. LAVOIE AND ASSOCIATES, INC. ON 4/20/11.
4. COMPARE YOUR POINTS BEFORE USING SAME AND REPORT ANY DIFFERENCES IMMEDIATELY.
5. CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.

### BENCHMARK INFORMATION

DUPAGE COUNTY BENCHMARK DGN03001 BRONZE DISK IN BASE OF TRAFFIC CONTROL LIGHT AT NORTH EAST CORNER OF STATE ROUTE 34 AND CASS AVE, DOWNERS GROVE, ILLINOIS. ELEVATION 746.50 NGVD 29

DUPAGE COUNTY BENCHMARK YK35004 BRONZE DISK IN SIDE 5" PIPE NORTHWEST CORNER OF STATE ROUTE 83 AND OAKMONT LN., WESTMONT, ILLINOIS. ELEVATION 720.44 NGVD 29

SITE BENCHMARK SET CUT CROSS ON WALK NORTH SIDE OF REVERE AVENUE AS DEPICTED ON THE DRAWING ELEVATION 721.78 NGVD 29

STATE OF ILLINOIS )  
 )SS  
 COUNTY OF KENDALL)

WE, C.M. LAVOIE AND ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-003041, HEREBY CERTIFY THAT THE PLAT DRAWN HEREON AND THE SURVEY THAT IT REPRESENTS, WERE PREPARED AND PERFORMED BY US, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

DATED AT PLAINFIELD, ILLINOIS THIS 25TH DAY OF APRIL, 2011.

*[Signature]*  
 C.M. LAVOIE AND ASSOCIATES, INC.  
 KEITH E. BOLLINGER, IPLS NO. 35-3592  
 LICENSE EXPIRES 11-30-2012



<b>PROVENZALE</b>																			
513 REVERE AVENUE WESTMONT, IL																			
<b>PLAT OF SURVEY</b>	DRAWN BY: <i>KB</i> CHECKED BY: <i>TB</i>																		
	SCALE: 1"=20'      DATE: 04/25/11																		
	JOB NUMBER: 11-125      SHEET: 1 OF 1																		
 <b>C.M. Lavoie</b> & Associates, Inc.	Consulting Civil Engineering Land Planning & Surveying 1050 W. Route 126 Plainfield, Illinois 60544 voice 815-454-0505 fax 815-436-5158																		
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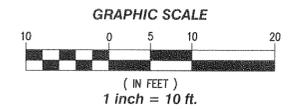
# SITE PLAN

## LEGEND

- 0.00' MEASURED DATA
- (0.00') RECORD DATA
- LIMIT OF SURVEY
- SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING CENTER LINE
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AREA OF PARCEL: 8,230 S.F.



### SURVEYOR'S NOTES

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### BENCHMARK INFORMATION

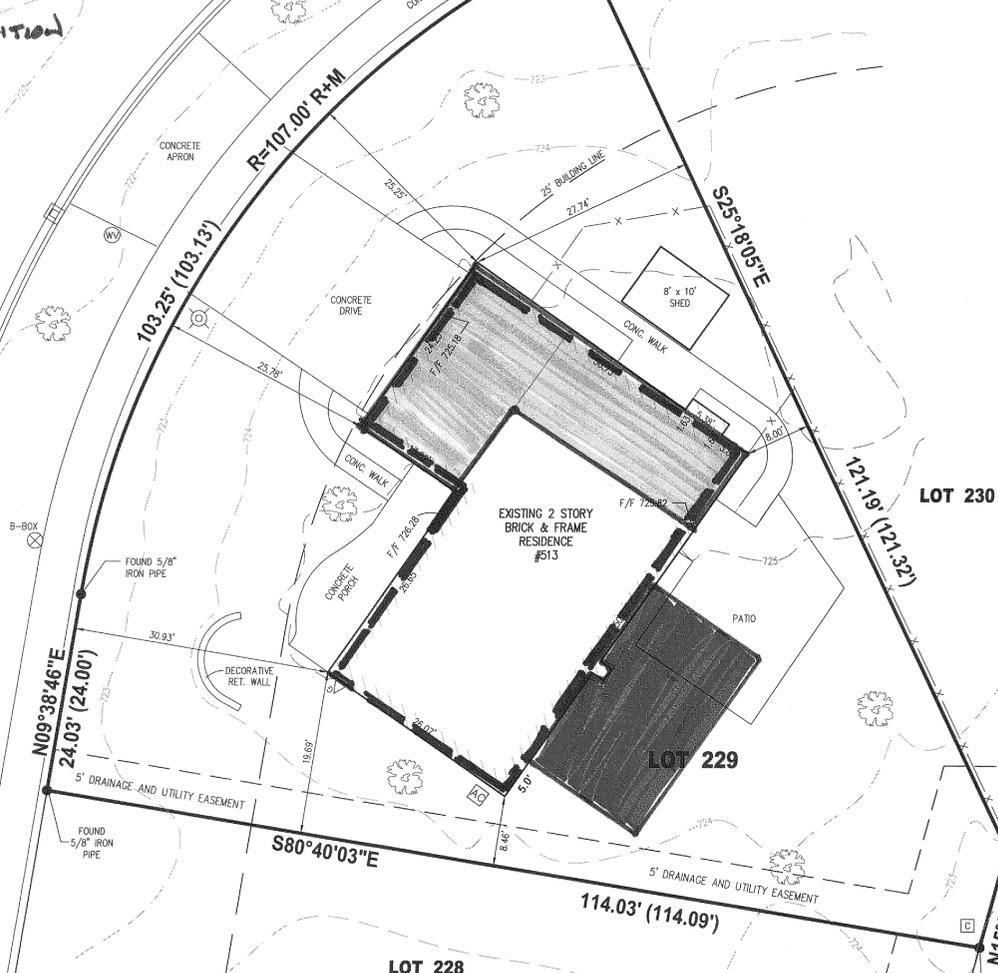
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- █ 2ND STORY ADDITION ONLY
- █ BASEMENT, 1<sup>ST</sup> FLOOR, 2<sup>ND</sup> FLOOR ADDITION
- EXISTING FOUNDATION (BUILDING LIMITS)

REVERE AVENUE  
66' PUBLIC RIGHT-OF-WAY  
BITUMINOUS PAVEMENT



THIS DOCUMENT IS NOT VALID WITHOUT THE SURVEYOR'S SEAL.

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } S.S.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, AND AT ONCE REPORT ANY DIFFERENCE. BUILDING LINES AND EASEMENTS AS SHOWN ARE BASED SOLELY ON THE DOCUMENTS PROVIDED TO US. REFER TO YOUR DEED OR TITLE POLICY. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS AS SHOWN ARE ASSUMED AND ARE SO INDICATED FOR INTERIOR ANGLES ONLY.

DATED THIS 17TH DAY OF FEBRUARY, A.D. 2020

*KWJ*  
KEITH WETENDORF  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3703  
GENESIS SURVEYING AND ENGINEERING, P.C.  
LICENSE TO BE RENEWED NOVEMBER 30, 2020



## 513 REVERE AVENUE

WESTMONT, IL 60559

PLAT OF SURVEY

SCALE: 1"=10'

JOB NUMBER: 19-513

DATE: 02-13-20

REVISOR: REVISED PER VILLAGE COMMENTS

CHECKED BY: SAB

DATE: 02-13-2020

SHEET: 1 of 1

DATE: 02-13-20

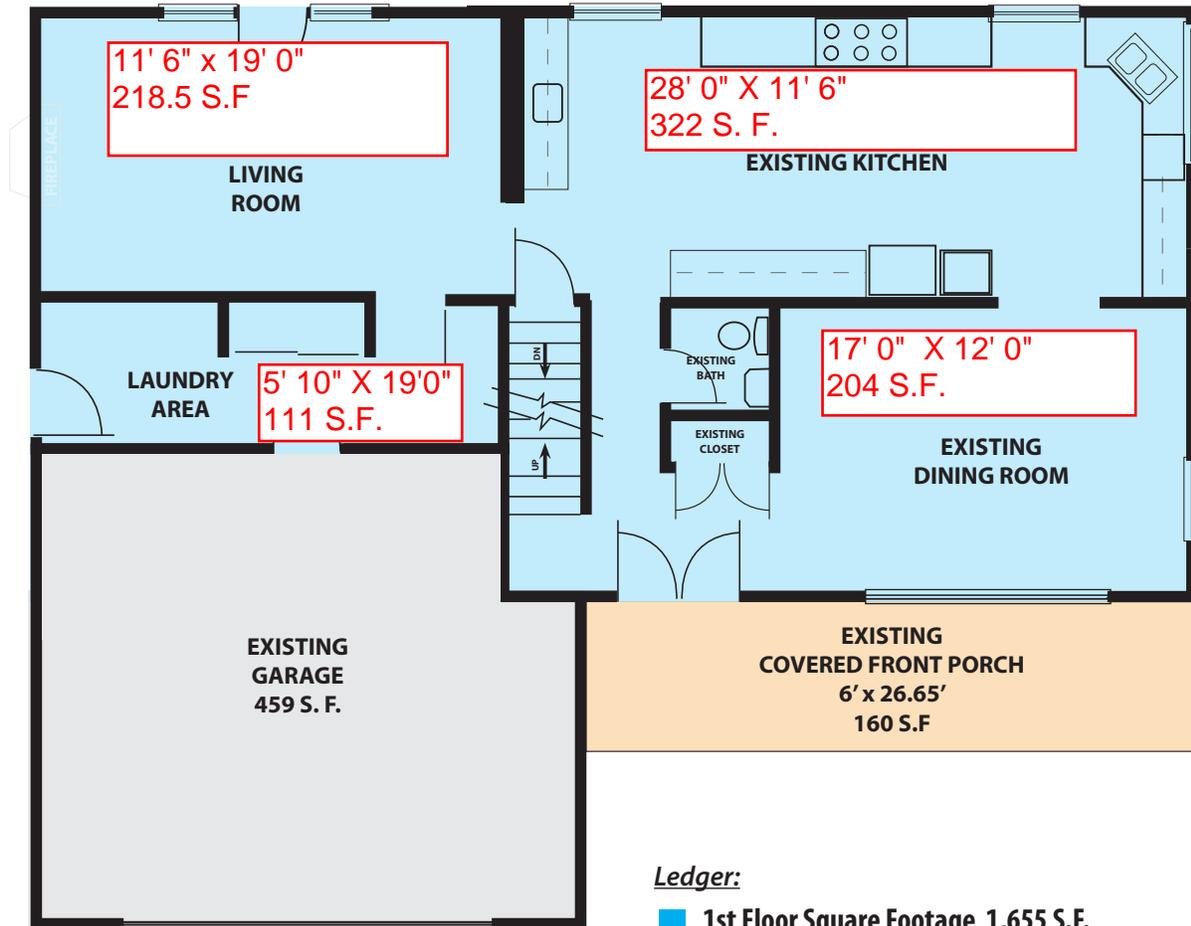
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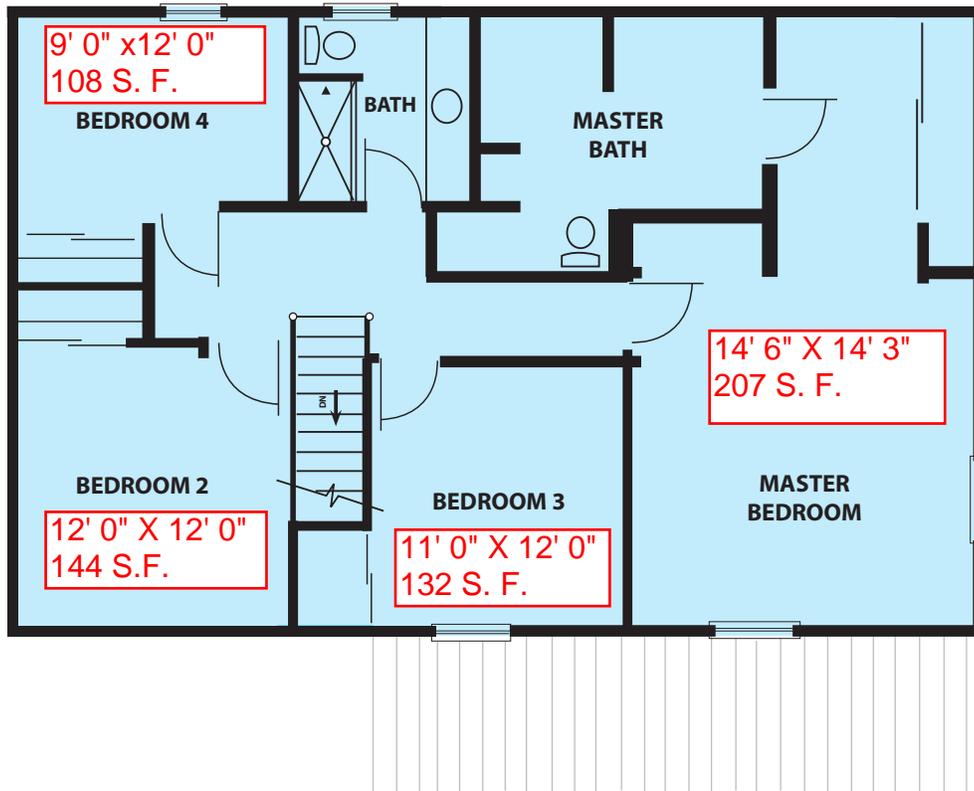
Consulting Civil Engineering  
Land Planning & Surveying  
825 N. Cass Avenue, Suite 106  
Westmont, Illinois 60559  
phone: 630-381-0819

© Copyright, 2019 C. M. Lavoie & Associates, Inc.  
These plans are protected under the copyright laws of the United States and foreign countries, and are to be used only for the construction and/or repair of the Site Improvements as defined in the contract between the Engineer and the Owner. Any use of these plans, including details and specifications, to construct and/or repair additional items not described in these plans, constitutes a violation of the Engineer's copyright of these plans and is prohibited.

# 513 Revere Ave., Westmont IL - Existing 1st Floor Plan



# 513 Revere Ave., Westmont IL - Existing 2nd Floor Plan



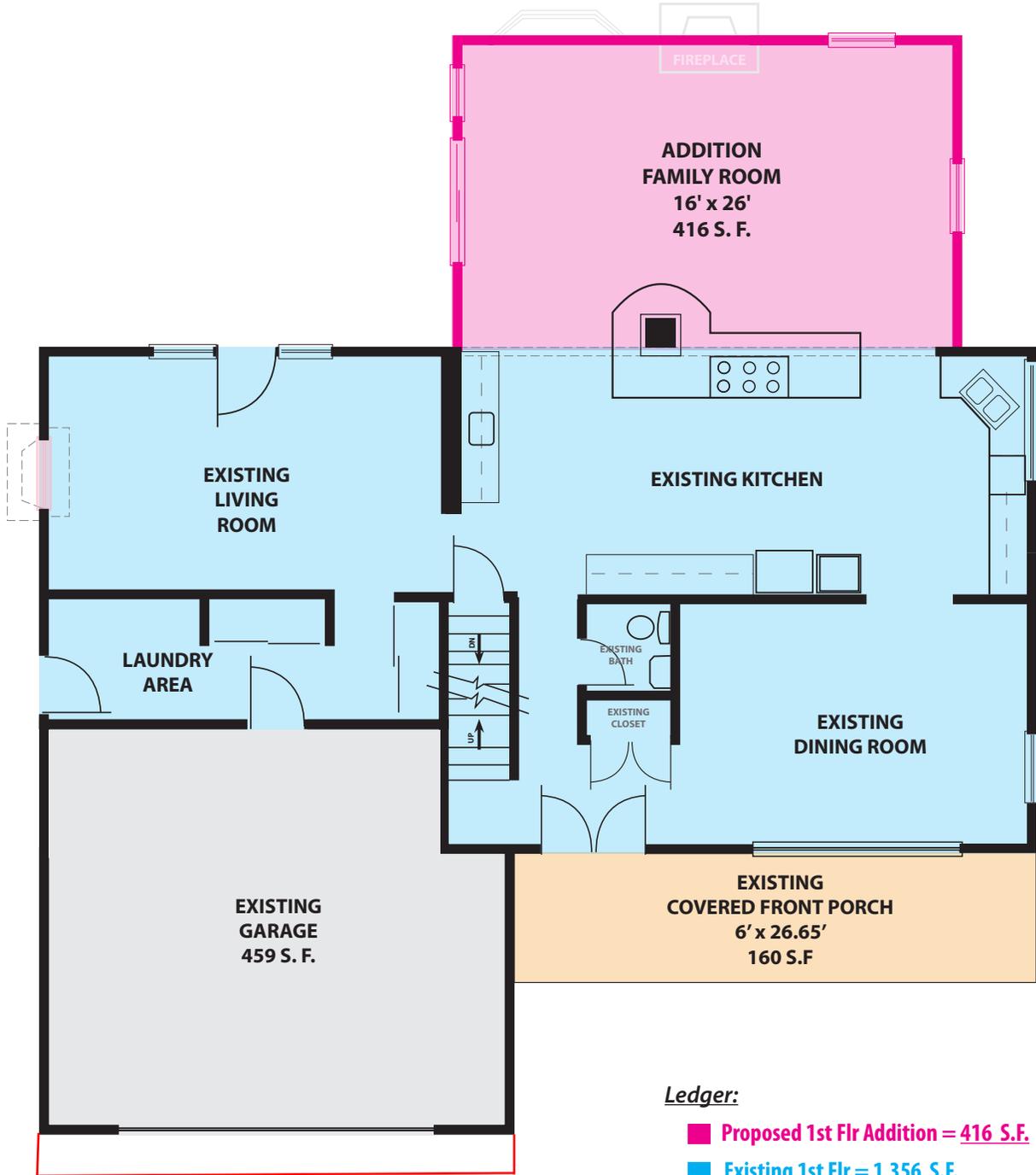
***Ledger:***

■ Existing 2nd Floor Square Footage **1,104 S.F.**

**Total Existing 2nd Floor Square Footage 1,104 S.F.**



# 513 Revere Ave., Westmont IL - Proposed 1st Floor Plan



**Ledger:**

■ Proposed 1st Flr Addition = 416 S.F.

■ Existing 1st Flr = 1,356 S.F.

Total 1st Floor w/addition = 1,772 S.F.

**OVERHANG**  
24' 0" X 1' 6"  
36 S.F.



# 513 Revere Ave., Westmont IL - Proposed 2nd Floor Plan



## Ledger:

- Existing 2nd Floor Square Footage = 1,104 S.F.
- Proposed Addition 2nd Floor Square Footage = 320 S.F.
- Proposed 2nd Floor Building over existing 1st Story Square Footage = 592 S.F.

Total 2nd Floor Square Footage = 2,016 S.F.



# F.A.R. Calculations

## WESTMONT MUNICIPAL CODE REFERENCES

Sec. 9.06. - Maximum floor area ratio.

The floor area ratio requirements of the underlying districts are applicable to the entire planned development and not to specific uses which may be located within the planned development.

0.40 for the first 9,000 square feet of lot area plus 0.20 for the lot area greater than 9,000 square feet

### APPENDIX A - ZONING

#### ARTICLE XIV. - DEFINITIONS

Floor area : For determining floor area ratio : The sum of the gross horizontal areas of the several floors including also the basement floor of a building, measured from the exterior faces of the exterior walls, or from the center lines of walls separating two buildings. The "floor area" shall also include the horizontal areas on each floor devoted to:

(a)

Elevator shafts and stairwells;

(b)

Mechanical equipment, except if located on the roof, when either open or enclosed, i.e., bulkheads, water tanks and cooling towers;

(c)

Habitable attic space as permitted by the building code of the Village of Westmont;

(d)

Interior balconies and mezzanines;

(e)

Enclosed porches; and

(f)

Accessory uses.

Floor area for single-family detached dwellings in the R-1, R-2, R-3 and R-4 zoning districts shall not include the horizontal area of any garage, basement, crawl space, cellar or attic; but shall include any other attached structure on the lot having a roof.



# F.A.R. Calculations

## FLOOR AREA RATIO CALCULATIONS 513 REVERE AVENUE - WESTMONT

LOT AREA: 8,625 SQUARE FEET

MAXIMUM ALLOWABLE FLOOR AREA RATIO PER CODE:

8,625 SQUARE FEET \*0.40 = 3,450 SQUARE FEET  
(FLOOR AREA)

EXISTING FLOOR AREA:

BASEMENT AREA: EXCLUDED PER CODE

FIRST FLOOR (excluding garage)  
(including front porch with roof)

1,356 SQUARE FEET

SECOND FLOOR

1,104 SQUARE FEET

TOTAL FLOOR AREA EXISTING

---

2,460 SQUARE FEET

PROPOSED FLOOR AREA:

BASEMENT AREA: EXCLUDED PER CODE

FIRST FLOOR (excluding garage)  
(including front porch with roof)

1,772 SQUARE FEET

SECOND FLOOR

2,016 SQUARE FEET

TOTAL FLOOR AREA PROPOSED

---

3,788 SQUARE FEET

PROPOSED FLOOR AREA RATIO:

3,788 SQUARE FEET (proposed)  
– 3,292 SQUARE FEET (allowable)

= 496 SQUARE FEET OVER THE ALLOWABLE SQUARE FOOTAGE

*Variation Request to exceed the allowable F.A.R. by 496 square feet. As a precaution and code interpretations, the formal written Variation Request is for 496 square feet.*



# 513 Revere Ave., Westmont IL - Remodel Rending



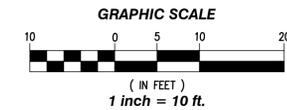
C.M. LAVOIE & ASSOCIATES, INC. • CONSULTING CIVIL ENGINEERING, LAND PLANNING, LAND SURVEYING & CONSTRUCTION MANAGEMENT  
825 N Cass Avenue, Suite 106 • Westmont, Illinois 60559 • p:630.381.0819 • [CMLavoie.com](http://CMLavoie.com)

# PERMIT PLAT

OF

LOT 229 IN OAKWOOD UNIT TWO-B, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 2 AND PART OF THE NORTHEAST QUARTER OF SECTION 3, ALL IN TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1974 AS DOCUMENT R74-05283, AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 1, 1974 AS DOCUMENT R74-50636, IN DUPAGE COUNTY, ILLINOIS.

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LOT AREA:	8,230 S.F.
MAX. ALLOWABLE LOT COVERAGE (40%)	3,292 S.F.
EXISTING LOT COVERAGE	3,014 S.F. (37%)
NEW LOT COVERAGE	3,143 S.F. (38%)
MAX. ALLOWABLE F.A.R. (40%)	3,292 S.F.
EXISTING F.A.R.	2,332 S.F. (28%)
NEW F.A.R.	3,581 S.F. (43.5%)
EXISTING IMPERVIOUS AREA:	3,141 S.F. (38.2%)
PROPOSED IMPERVIOUS AREA:	3,168 S.F. (38.5%)

- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
- STOCKPILES TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE PROVIDED WITH SOIL EROSION AND SEDIMENT CONTROL MEASURES.
- PUMPING SEDIMENT-LADEN WATER INTO ANY STORMWATER FACILITY THAT IS NOT DESIGNATED TO BE A SEDIMENT TRAP, DRAINAGEWAY, OR OFFSITE AREA EITHER DIRECTLY OR INDIRECTLY WITHOUT FILTRATION IS PROHIBITED.

CURRENT REVISION DATE: 02/25/2020

I, CHRISTOPHER M. LAVOIE, A REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY C.M. LAVOIE AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION.

ILLINOIS PROFESSIONAL ENGINEER NO. 0062-049582  
EXPIRES 11/30/21

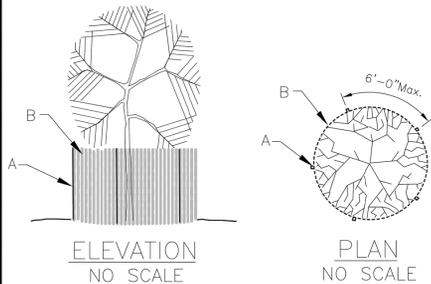


## CONSTRUCTION NOTES

- STANDARD STEEL OR WOODEN FENCE POST
- STANDARD 48" HIGH SNOW FENCE

## GENERAL NOTES

- PRIOR TO CLEARING A SITE, THE VILLAGE SHALL INSPECT THE SITE ALONG WITH THE DEVELOPER AND TAG THOSE TREES TO BE PROTECTED IN ACCORDANCE WITH THE PLAN.
- TREE PROTECTION SHALL BE MAINTAINED UNTIL FINAL GRADING AND RESTORATION OF ADJACENT AREAS.
- THE VILLAGE SHALL INSPECT AND APPROVE THE LOCATION OF ALL FENCING PRIOR TO CONSTRUCTION.
- ALL TREES TO BE RELOCATED AND TRANSPLANTED SHALL BE REMOVED PRIOR TO GRADING OF THE SITE. THE CONTRACTOR SHALL PROTECT ALL TRANSPLANTED TREES IN ACCORDANCE WITH THIS DETAIL, IN A SIMILAR MANNER TO THOSE TREES TAGGED TO BE SAVED.

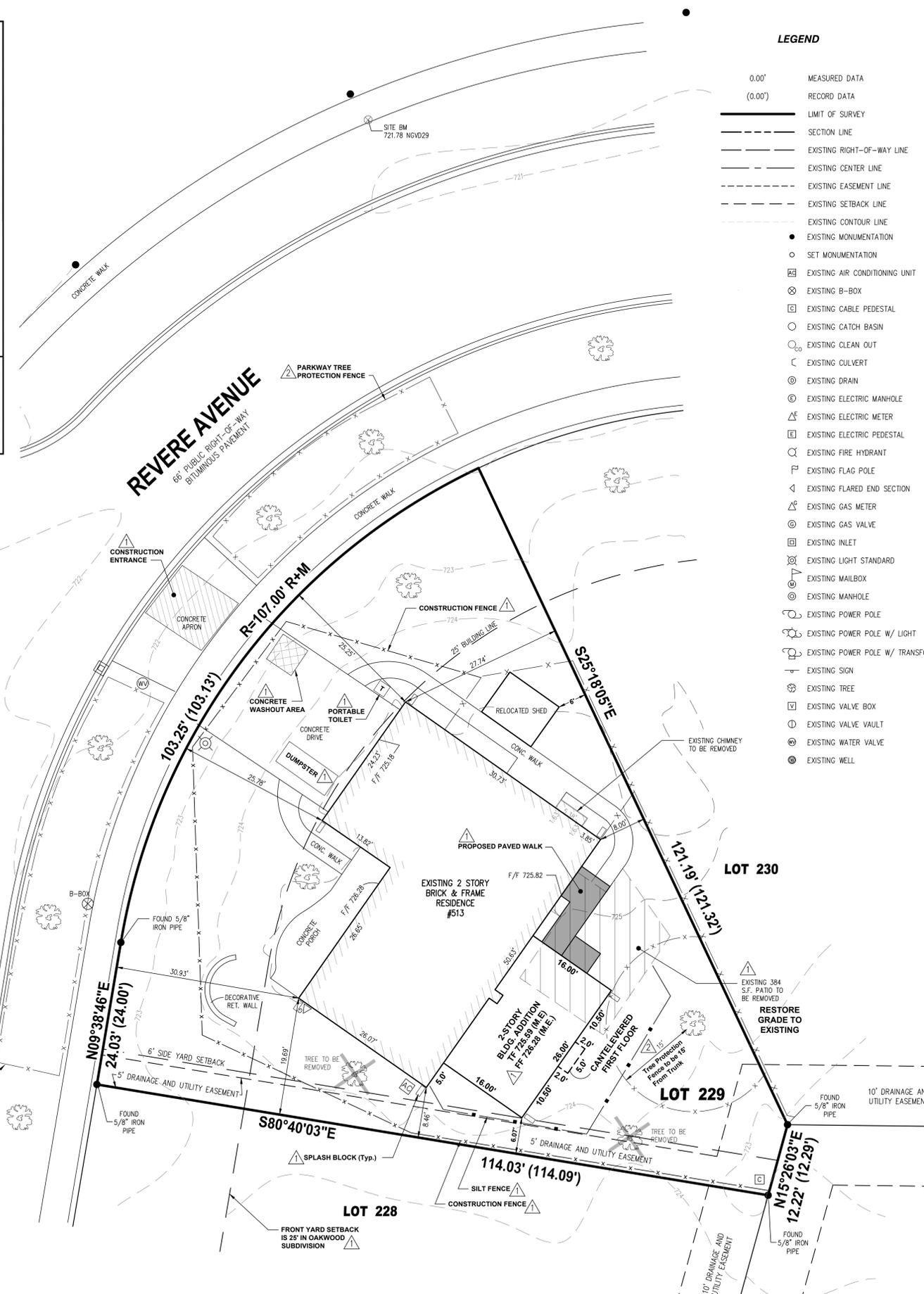


VILLAGE OF WESTMONT  
STANDARD DETAIL  
FOR  
TREE PROTECTION

DATE: APRIL, 2008  
DWG R-17-0

ISSUED: December 1996  
REVISED: April 7, 2008

I:\WHITVA\GENERAL\Standards\dwg\TREE\_PROT.dwg



- THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED AT 630-981-6250 A MINIMUM OF 24 HOURS IN ADVANCE TO SCHEDULE THE FOLLOWING ENGINEERING INSPECTIONS:
- EROSION CONTROL
  - SPOT SURVEY INSPECTION
  - AS-BUILT VERIFICATION

© Copyright, 2019 C. M. Lavoie & Associates, Inc. These plans are protected under the copyright laws of the United States and foreign countries, and are to be used only for the construction and/or repair of the Site Improvements as defined in the contract between the Engineer and the Owner. Any use of these plans, including details and specifications, to construct and/or repair additional items not described in these plans, constitutes a violation of the Engineer's copyright of these plans and is prohibited.

## 513 REVERE AVENUE

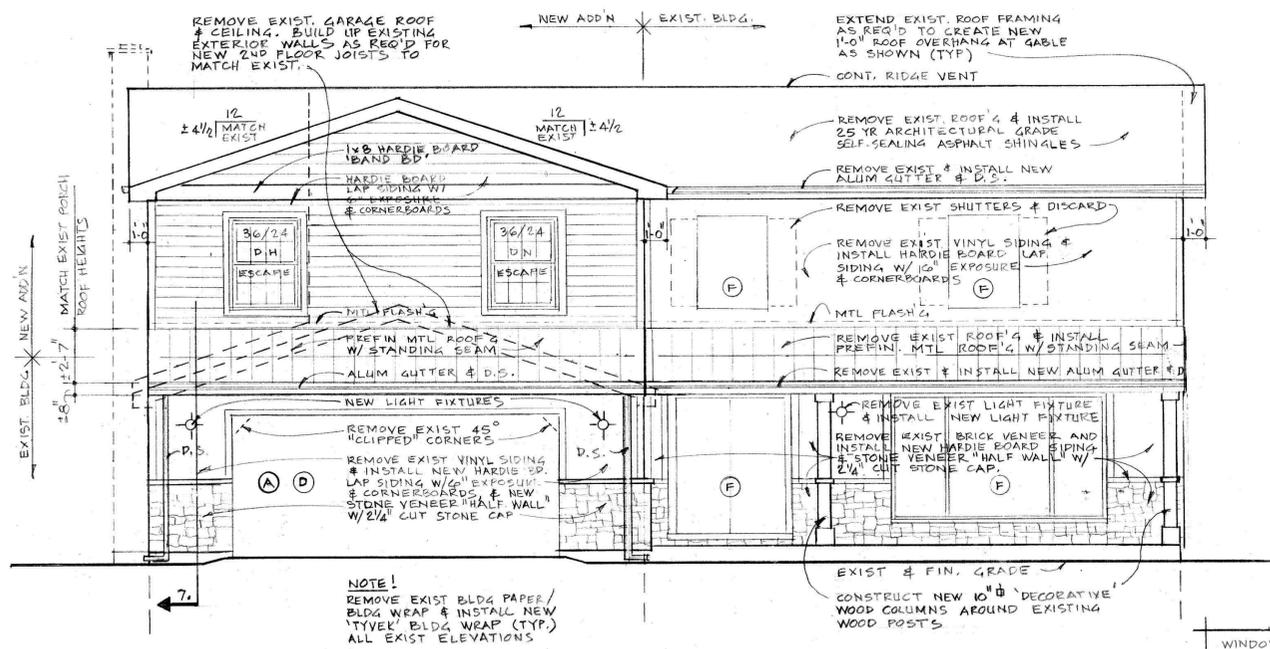
WESTMONT, IL 60559

### PERMIT PLAT

DRAWN BY: K&W	CHECKED BY: SAB																											
SCALE: 1"=10'	DATE: 02-14-2020																											
JOB NUMBER: 19-513	SHEET: 1 of 1																											
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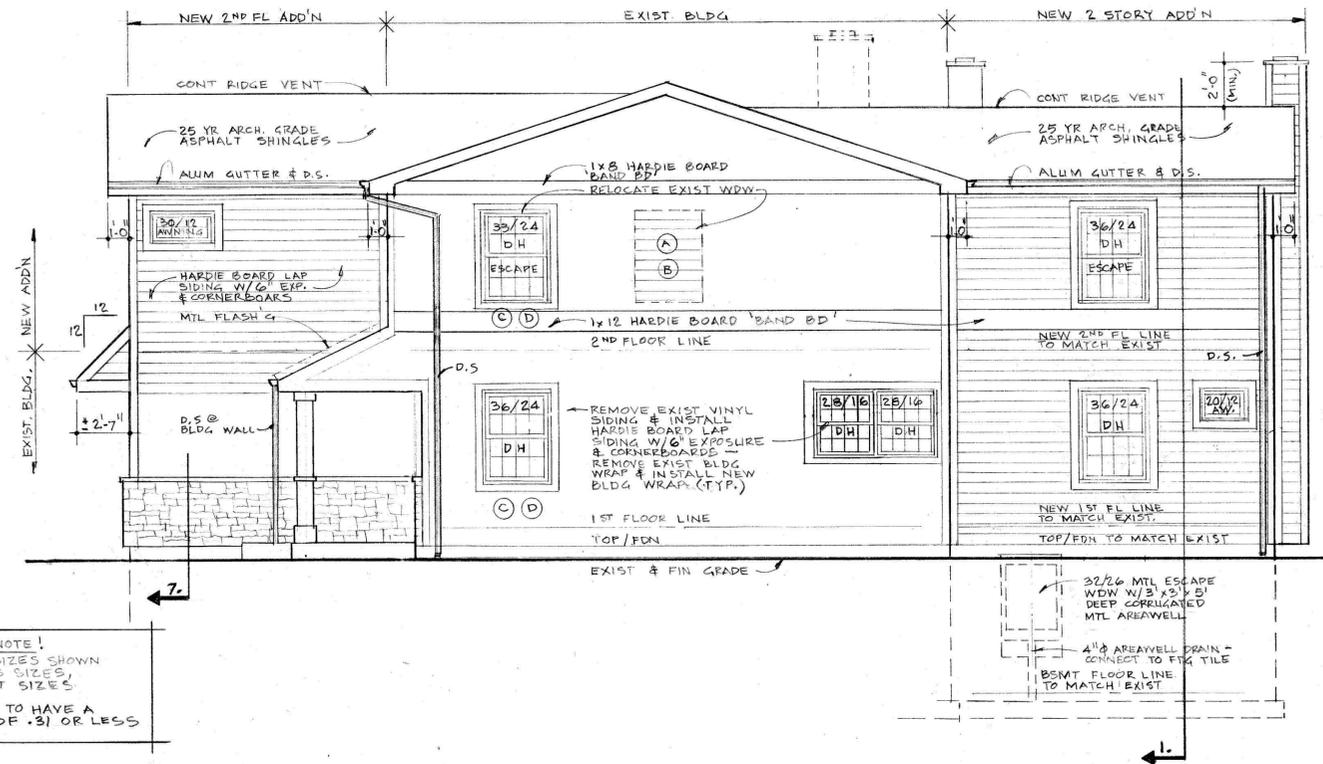


Consulting Civil Engineering  
Land Planning & Surveying  
825 N. Cass Avenue, Suite 106  
Westmont, Illinois 60559  
phone: 630-381-0819



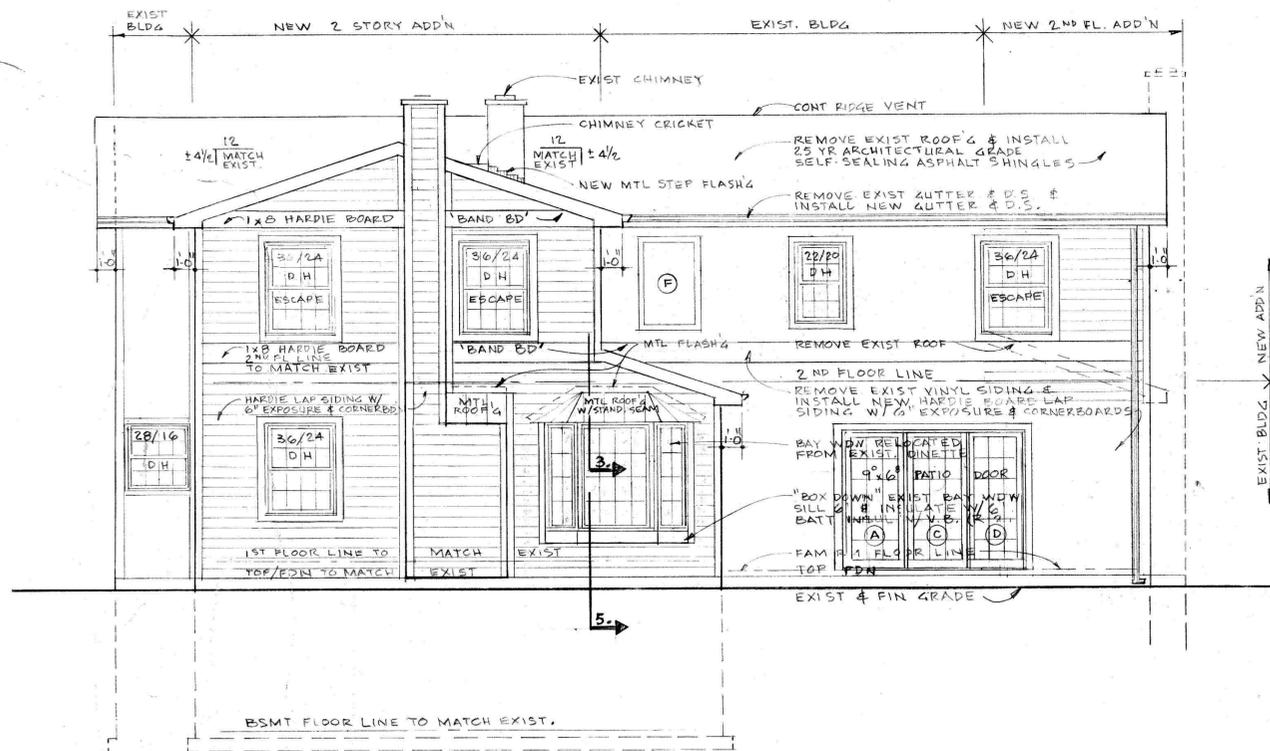
FRONT ELEVATION

SCALE 1/4"=1'-0"



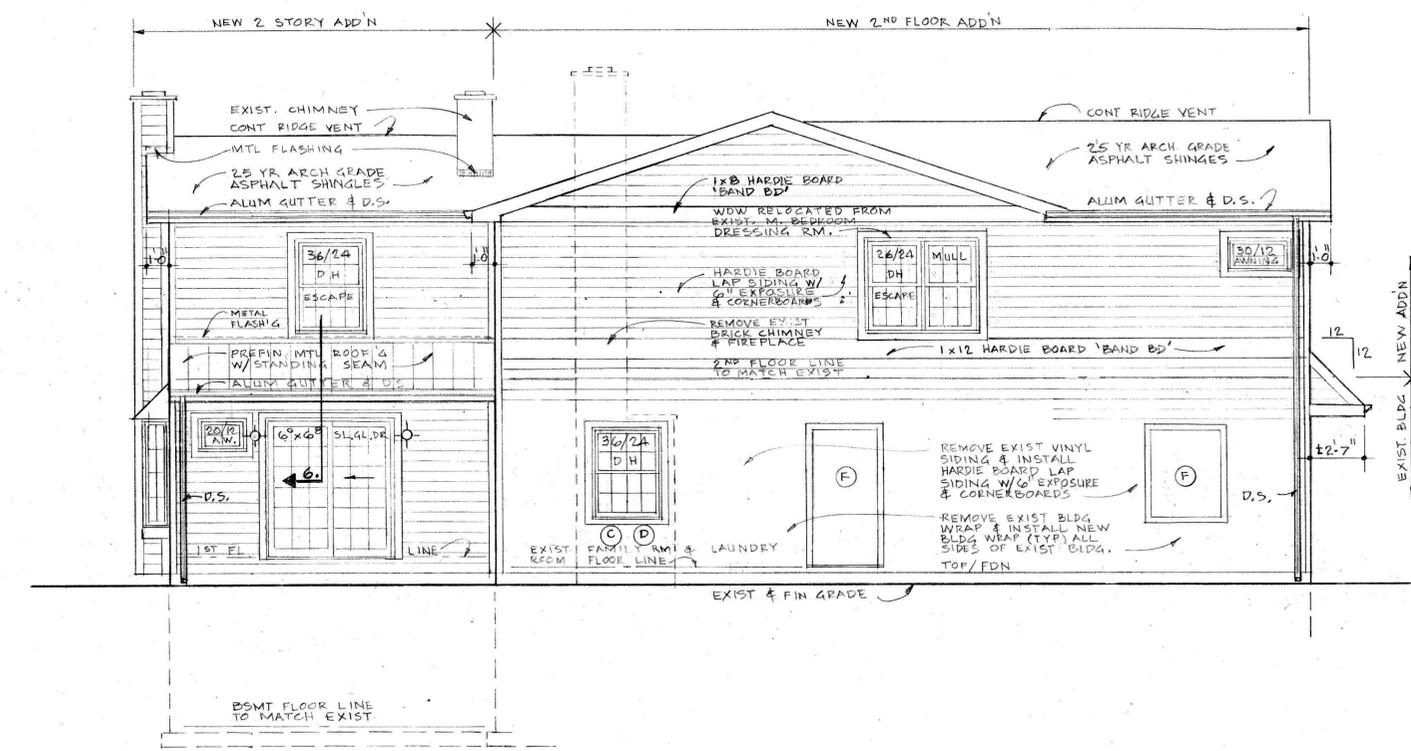
RIGHT SIDE ELEVATION

SCALE 1/4"=1'-0"



REAR ELEVATION

SCALE 1/4"=1'-0"



LEFT SIDE ELEVATION

SCALE 1/4"=1'-0"

WILLIAM R. GLEASON  
ARCHITECT

314 SOUTH GRANT STREET  
WESTMONT, ILLINOIS 60559  
(630) 969-6185

513 REVERE AVENUE



Consulting Civil Engineering  
Land Planning & Surveying  
825 N. Cass Avenue, Suite 106  
Westmont, Illinois 60559  
Phone: 630-381-0819

JOB NUMBER:		SHEET:	
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DATE  
1-8-20  
REVISED

SHEET NO.  
A-1  
OF 3 SHEETS

WOOD DECK





**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN VILLAGE OF WESTMONT, ILLINOIS  
AND SAFEbuilt ILLINOIS, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Village of Westmont, an Illinois municipal corporation, (“Municipality”), and SAFEbuilt Illinois, LLC, an Illinois limited liability company and a wholly owned subsidiary of SAFEbuilt, LLC, a Delaware limited liability company (“Consultant”). Municipality and Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform the Services in accordance with codes, amendments and ordinances adopted by ~~the elected body of~~ Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, and licenses as required for performance of the Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B – Municipality Specified or Provided Software, Consultant shall provide perform the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that ~~e~~Consultant utilize hardware or software specified by or provided by Municipality, then Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B, and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to the scope or type of the Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant ~~performing~~ providing the sServices, Municipality shall pay Consultant for the Services performed in accordance with the fee schedule set forth in Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as “SAFEbuilt, LLC”, on a monthly basis and provide therewith all necessary supporting documentation to substantiate the charges on each invoice. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. ~~All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one~~

~~and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested, Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute. Consultant acknowledges that payment of any and all of its invoices is subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., as amended from time to time (the "Act"), and payment of each invoice will be made by Municipality in accordance with the Act. Nothing in this Agreement, including in Exhibit A, or in any invoice shall be deemed a waiver by either Party of the Act, and to the extent that any portion of this Agreement or any invoice conflicts with the Act, the Act shall control. The text of the Act as in effect on the Effective Date of this Agreement is provided in Exhibit C – Illinois Local Government Prompt Payment Act.~~

**Comment [KAW1]:** This provision is not, on its face, contrary to the language of the Act, so I left it in knowing we also added the provision that the Act would control over any provision in the Agreement.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties (the "Effective Date"). The initial term of this Agreement shall be twelve (12) months; subsequently, the Agreement shall automatically renew for consecutive twelve (12) month terms, unless such renewal is stopped by either Party pursuant to prior notification is delivered by the non-renewing Party to either the other Party at least thirty (30) days in advance of the next renewal date of this Agreement. In the absence of written documentation to the contrary, this Agreement will continue in force until such time as either Party notifies the other of their desire to stop the renewal of or to terminate this Agreement.

**Comment [KAW2]:** I am under the impression that the SAFEbuilt parent company in Colorado is mostly running the show, so I included a current copy of the Act for its benefit/convenience.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement, upon ninety (90) days' prior written notice, with or without cause and with no penalty or additional cost beyond the ~~rates/fees~~ stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination pursuant to a final invoice issued to and paid by Municipality in accordance with Section 4.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by ~~all~~ the Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform the Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform the Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

#### 10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person ~~providing~~performing the Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant ~~will~~may provide similar services to other clients while under contract with Municipality, and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall, at its sole discretion, assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement, and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which ~~the s~~Services are ~~provided to~~performed for Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the ~~s~~Services from office space provided by the Municipality, Consultant employees shall perform the ~~s~~Services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned an ~~Municipal~~ email address by Municipality as their ~~employee's~~ exclusive email address, ~~and~~ nor shall any business cards or other IDs ~~shall~~ state that the person is an employee of ~~Consultant~~Municipality or ~~providing~~performing the Services pursuant to a contractual agreement between Municipality and Consultant.

**Comment [KAW3]:** I am assuming that the word "Consultant" was originally used error here.

#### 11. ASSIGNMENT

Neither ~~p~~Party shall assign all or part of its rights, duties, obligations, responsibilities, ~~nor~~ benefits set forth in this Agreement to another entity without the ~~prior~~ written approval of both Parties; ~~consent~~which approval shall not be unreasonably withheld by the non-assigning Party. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies ("Affiliates") without the ~~prior written approval of~~notice to Municipality. Consultant may subcontract any or all of the ~~s~~Services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the ~~s~~Services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any

officer, employee, representative, subcontractor, Affiliate, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality. Consultant shall further defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all Claims, demands for payment, and mechanic's, materialman's, and other construction liens made or otherwise imposed by any Affiliate or subcontractor of Consultant against or on Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) ~~the negligence of, or~~ material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

### 13. LIMITS OF LIABILITY

~~EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.~~

**Comment [KAW4]:** I deleted this provision because doing so is for the Village's benefit. However, I think it unlikely SAFEbuilt will accept such a revision.

### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor or assignee of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. ~~Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.~~
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily

**Comment [KAW5]:** I believe this does not apply to or in Illinois, so I deleted it.

injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent ~~Consultant's consultants~~, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

**Comment [KAW6]:** Once again, I am assuming my revision is merely correcting an error.

- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied.

#### 16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement, and all records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder (collectively, "Municipality Data") shall not be used by Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of Municipality. All such Municipality Data ~~records, documents, notes, data and other materials~~ shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; and (iii) monitoring ~~S~~service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all Municipality Data ~~records, documents, notes, data and other materials~~ maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file to be delivered to Municipality and to become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

#### 17. CONSULTANT ACCESS TO RECORDS

The Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement and solely for the purpose of performing the Services under this Agreement.

**Comment [KAW7]:** Need a definition for the capitalized term "Records."

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

In addition to the Parties' respective rights and obligations under Section 10 above, Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform the Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of the Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

**Comment [KAW8]:** This content has the same subject matter as some of the content cover in the second paragraph of Section 10.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: -employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

**Comment [KAW9]:** Do we want to add a requirement for the posting of IDOL notices?

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one (1) year thereafter ("Non-Solicitation Period"), Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who performs provided the sServices to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the performance provision of such the sServices (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant) (collectively, "Consultant Employees"). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this sSection is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this sSection enforceable. In the event that Municipality hires any such Consultant eEmployee during the specified Non-Solicitation pPeriod, Municipality shall pay to Consultant a placement fee equal to twenty-five percent (25%) of the Consultant eEmployee's annual salary, including bonus, for the first year of the Consultant Employee's employment with Municipality.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Steve May, Village Manager Village of Westmont, Illinois 31 West Quincy Avenue Westmont, Illinois 60559 Email: <a href="mailto:smay@westmont.il.gov">smay@westmont.il.gov</a>	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party ~~(with the exception of payment obligations)~~ which is caused by events beyond the reasonable control of such Party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION AND VENUE

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof professional, third-party mediator services therefor shall be borne equally by each the Parties. The Parties agree that the litigation of any dispute arising out of or related to this Agreement shall be brought in the Illinois Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois, or the U.S. District Court for the Northern District of Illinois (if federal jurisdiction applies to the dispute), because this Agreement has been negotiated in part in DuPage County, Illinois and the Services being performed under this Agreement have been performed in DuPage County, Illinois.

**Comment [KAW10]:** Are alternative dispute resolution clauses acceptable? If so, I will beef up the mediation language to fill some of the gaps (location, general procedure for selecting mediator, etc.). Also, I removed the reference to arbitration because, even if one form of ADR is acceptable, we do not want to have potentially to deal with two.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective ~~entities~~ Party to the performance of its obligations hereunder.

28. GOVERNING LAW AND VENUE

This Agreement shall be construed under, enforced in accordance with, and governed by the laws of the State of Illinois, without regard to its choice-of-law rules, and all sServices to shall be provided performed will be provided in accordance with all applicable federal, state and local laws, ordinances, regulations, and codes, without regard to its conflict of laws provisions.

29. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

30. ELECTRONIC REPRESENTATIONS AND RECORDS

The Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement, and scanned signatures emailed by PDF or otherwise shall be as valid as the original. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

31. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

32. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

(Signatures to follow on next page)

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Illinois, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Village of Westmont, Illinois

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
Village of Westmont, Illinois

## EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

### 1. AS-REQUESTED REMOTE PLAN REVIEW SERVICES TO BE PERFORMED

#### As-Requested Remote Plan Reviews

- ~~✓ Provide plan review services electronically or in the traditional paper format~~
- ~~✓ Review plans for compliance with adopted building codes, local amendments or ordinances~~
- ✓ Consultant will perform reviews of ~~Provide~~ fire suppression, sprinkler, alarm system, fire access and hazmat storage plans ~~review~~ submitted by applicants seeking relevant permits from Municipality (“Applicants”)
- ✓ ~~Consultant will r~~Review such plans for compliance with Municipality’s adopted building codes, local amendments or ordinances
- ✓ ~~Consultant will perform such~~Provide plan review services electronically or in the traditional paper format
- ~~✓~~
- ✓ ~~Consultant will b~~Be a resource to ~~a~~Applicants on submittal requirements for such types of plans and be available throughout the submission and review process
- ✓ ~~Consultant will p~~Provide feedback to keep plan review process on schedule
- ✓ ~~Consultant will c~~Communicate plan review findings and recommendations in writing
- ✓ ~~Consultant will r~~Return a set of finalized plans and all supporting documentation
- ✓ ~~Consultant will p~~Provide review of plan revisions and remain available to an Applicant after the review is complete

#### Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant’s preferred carrier
- ✓ Applicants ~~will~~must submit the number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 1-2. TIME OF PERFORMANCE

- ✓ Services will be ~~p~~erformed Services during normal business hours excluding Municipality holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant’s representative(s) will be available by cell phone and email

<b>REMOTE PLAN REVIEW DELIVERABLES</b>			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment via telephone		
<b>TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<b>Project Type:</b>	<b>1stFirst Comments</b>	<b>2ndSecond Comments</b>
✓ Single-family <del>within</del>	<u>within:</u>	<u>within:</u>	
✓ Multi-family <del>within</del>	7 business days	5 business days or less	
✓ Small commercial <del>within</del>	10 business days	7 business days or less	
(under < \$2M in valuation)	10 business days	7 business days or less	
✓ Large commercial <del>within</del>	15 business days	10 business days or less	

2.3. FEE SCHEDULE

- ~~✓ Beginning January 01, 2021 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.~~
- ✓ Initial Consultant fees for Services ~~provided~~ performed pursuant to this Agreement will be as follows:

Remote Plan Review Fee Schedule:	
Plan Review:	
• Fire, Building, Plumbing, Mechanical, Electrical	\$90.00 per hour – one (1) hour minimum
Structural Engineer Plan Review	\$125.00 per hour – one (1) hour minimum
Consultant costs for shipping/handling of paper plans will be assessed at invoice – if applicable	

- ~~✓ Beginning January 01, 2021 and annually thereafter, the hourly rates/fees listed in the "Remote Plan Review Fee Schedule" above shall be increased based upon the annual increase in the U.S. Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers;) (referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality, the CPI for cities of a similar size within the applicable region from the previous calendar year, any such annual increase, however, shall not to exceed four percent (4%) per annum over the previous year's fees. The increase will become effective upon publication of the applicable CPI data. If the index/CPI decreases for a certain year, the hourly fees for that year/rates listed shall remain unchanged from the previous year's.~~

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## EXHIBIT B – MUNICIPALITY SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall ~~provide~~perform the Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event ~~that~~ Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipality's requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipality's requirements under Item 1.

Municipality will provide the following information to Consultant:-

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that ~~the~~ Municipality will provide may include:
  - Client network access
  - Internet access
  - Proprietary or commercial software and access
  - Computer workstations/laptops
  - Mobile devices
  - Printers/printing services
  - Data access
  - List of reports and outputs

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## **EXHIBIT C – ILLINOIS LOCAL GOVERNMENT PROMPT PAYMENT ACT**

### **(50 ILCS 505/) Local Government Prompt Payment Act.**

(50 ILCS 505/1) (from Ch. 85, par. 5601)

Sec. 1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".  
(Source: P.A. 84-731.)

(50 ILCS 505/2) (from Ch. 85, par. 5602)

Sec. 2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units. It shall not apply to the State or any office, officer, department, division, bureau, board, commission, university or similar agency of the State, except as provided in Section 7.  
(Source: P.A. 85-1159.)

(50 ILCS 505/3) (from Ch. 85, par. 5603)

Sec. 3. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved.  
(Source: P.A. 94-972, eff. 7-1-07.)

(50 ILCS 505/4) (from Ch. 85, par. 5604)

Sec. 4. Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.  
(Source: P.A. 84-731.)

(50 ILCS 505/5) (from Ch. 85, par. 5605)

Sec. 5. If the local governmental official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3, the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.  
(Source: P.A. 84-731.)

(50 ILCS 505/6) (from Ch. 85, par. 5606)

Sec. 6. The time periods specified in Sections 3, 4 and 5, as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor or contractor.  
(Source: P.A. 87-773.)

(50 ILCS 505/7) (from Ch. 85, par. 5607)

Sec. 7. If the funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified

amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall than expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U. S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4 because of the failure of funds to be distributed from the State to the local governmental unit within the 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

(Source: P.A. 85-1159.)

(50 ILCS 505/9) (from Ch. 85, par. 5609)

Sec. 9. Payments to subcontractors and material suppliers; failure to make timely payments; additional amount due. When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier their application less any retention. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. All interest payments received pursuant to Section 4 also shall be disbursed to subcontractors and material suppliers to whom payment has been delayed, on a pro rata basis. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials the contractor is rejecting or because the contractor has otherwise determined such areas are not suitable for payment, then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

(Source: P.A. 94-972, eff. 7-1-07.)

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**Don Morris Architects P.C.**

616 Executive Drive, Willowbrook, IL 60527  
 Phone (630) 920-8175 Fax (630) 920-8091

**FEE SCHEDULE:**

Our plan examination service fees are easy to calculate. The fees include Building, Mechanical, Electrical, Plumbing, Life Safety and Handicap Accessibility. Telephone calls are at "No Charge".

**RESIDENTIAL PLAN EXAM:**

Single Family Residence: \$375.00 (less than 3,000 s.f.)  
 \$500.00 (over 3,000 s.f. to 5,000 s.f.)  
 \$990.00 (over 5,000 s.f.)

Residential Addition: \$265.00

Zoning: \$100.00 (additional)

Remodel/Detached Garages: \$115.00

Decks, Sheds, etc.: \$65.00

Resubmittals: \$65.00

Clerical: Included in the above sums.

Miscellaneous Inspection (i.e. Code Enforcement & Emergency Inspections): \$75.00

Residential Inspections: \$50.00 per inspection

Court Time: \$100.00 per hour

**COMMERCIAL PLAN EXAM:** A step scale will be used to determine the Plan Exam Fee.

<u>Construction Value</u>	<u>Plan Exam Fee</u>	
Under \$5,000,000.	(x .003)	First \$5,000,000.
\$5,000,001 - \$10,000,000.	(x .002)	Second \$5,000,000.
Over \$10,000,000.	(x .001)	Remaining Amount

\* Construction value established per most current Means Building Construction Cost Data, or the amount indicated on the permit application, whichever is greater.

Example: \$21,430,000. Cost of Construction

\$5,000,000.00	(x .003)	\$15,000.00
\$5,000,000.00	(x .002)	\$10,000.00
\$11,430,000.00	(x .001)	<u>\$11,430.00</u>
		\$36,430.00 Plan Exam Fee

Clerical: Included in the above example.

Commercial Inspections: \$100.00 each

Accepted:

\_\_\_\_\_  
 Name Date

\_\_\_\_\_  
 Name Date

## **DIVISION 4. - SOLICITATIONS FOR CHARITABLE AND RELIGIOUS PURPOSES**

### **Sec. 22-301. - Permit—Required.**

It shall be unlawful for any person to go from house to house soliciting funds or subscriptions or to publicly solicit, either in person or by agent, upon the public streets, sidewalks or other public places in the village, subscriptions for charitable or religious or educational or other organizations or purposes, whether present gifts of money or promises are sought, without having first secured a permit therefor. There shall be no registration or permit requirement for any person or organization who is spreading information only regarding religious, political or other non-commercial purposes, provided such person or organization is not soliciting funds or peddling or hawking any goods or services.

(Code 1972, § 16-116; Ord. No. 02-146, § 4, 12-16-2002)

### **Sec. 22-302. - Same—Application; issuance.**

Application for a permit required by this division shall be made to the village clerk who shall approve and issue the permit upon compliance with all requirements of this division.

(Code 1972, § 16-117; Ord. No. 16-045, § 2, 3-17-2016)

### **Sec. 22-303. - Statewide fundraising drives—Application for permit to solicit contributions at intersections.**

Any charitable organization registered with the attorney general in the manner provided by law may stand upon the streets or highways within the village at any intersection where all traffic is required to come to a full stop, for the purpose of soliciting contributions from the occupants of any vehicle as part of a statewide fundraising activity. The charitable organization is limited to one such charitable solicitation per year upon village streets or highways. The charitable organization shall be liable for any injuries to any person or property during the solicitation which is casually related to any act of ordinary negligence of the soliciting agency. Any person engaged in the act of solicitation shall be at least 16 years of age and shall wear a high visibility vest. Any charitable organization wishing to engage in such solicitation for contributions shall apply to the village clerk for a permit. The application shall state the following facts, along with such other facts as may be required by the village clerk:

- (1) The name, address and telephone number of the organization.
- (2) The name, address and telephone number of a local representative of the organization or that person making the application.
- (3) Proof that the organization is registered with the attorney general.
- (4) A statement of the statewide fundraising activity of which the local solicitation effort is a part.
- (5) A certificate of insurance showing whether the organization is insured against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agent acting on behalf of the organization. The village shall be named as an additional insured on such certificate of insurance.
- (6) The location or locations at which approval to solicit is being sought.
- (7) The days and times of days at which such solicitation is proposed to take place.
- (8) The number of persons proposed to solicit at each location.

(Code 1972, § 16-118; Ord. No. 15-111, § 2, 6-25-2015; Ord. No. 16-045, § 2, 3-17-2016)

State Law reference— Solicitation of charitable contributions upon highways within municipalities, 625 ILCS 5/11-1006.

**Sec. 22-304. - Same—Duties of police chief in issuance of solicitation permit.**

The village clerk shall issue a permit for solicitation as provided in section 22-303 if he/she finds that the applicant has complied with all of the provisions of state law regarding such solicitation and the provisions of section 22-303. The village clerk must also find that the locations, times and durations of the proposed solicitation and number of proposed solicitors shall not result in an interference with the flow of vehicular traffic.

(Code 1972, § 16-119; Ord. No. 16-045, § 2, 3-17-2016)

**Sec. 22-304.5. - No solicitors sign.**

It shall be unlawful for any person to engage in solicitation of funds, contributions, memberships, or subscriptions of any nature for charitable or religious or educational or other organizations or purposes, whether present gifts of money or promises are sought, or for any person to engage in spreading information, regarding either commercial or non-commercial issues or purposes, upon any premises or residence located thereon if such premises or residence is posted against solicitation by means of a notice, prominently displayed, upon which is printed the legend: "No Solicitors."

For purposes of this section, a dwelling house, apartment or other place of residence shall be deemed to be posted against such solicitation and spreading of information if there is exhibited, on or near the main entrance to the premises, or on or near the main door to any residence located thereon, a sign at least three inches by four inches in size, with letters at least one-third inch in height, which bears the above legend. Signs complying with the requirements of this section shall be made available at cost at the office of the village manager to persons requesting such sign. A sign posted in compliance with section 22-281(b) shall be deemed in compliance with and effective for the purposes set forth in this section.

**Sec. 22-305. - Same—Violation; penalty.**

Any person, corporation, unincorporated association or other entity violating any provision of section 22-303, ~~or~~ 22-304 or 22-304.5 shall, upon a judicial finding of such violation, be fined not less than \$50.00 nor more than \$500.00 for each separate violation.

(Code 1972, § 16-120)