westmont.il.gov
31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6200

Village Board Meeting
September 24, 2020
6:00 p.m.

Note: This meeting will be a blended meeting held remotely and with in-person attendance to allow for social distancing requirements. For remote attendance, the meeting will be streaming live on the Village's You Tube channel: https://www.youtube.com/VillageofWestmont. A remote Open Forum is available for the community to participate in the meeting remotely if so desired, to submit 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 start of meeting time. If there are questions on how to submit a form please email clerk@westmont.il.gov

1. **Call To Order**

2. **Roll Call**

3. **Pledge Of Allegiance**

4. **Open Forum**

   Public Comment is subject to the public comment rules and procedures adopted by the Village. Citizens can submit remote public comment by filling out an online form, or by phone call.

   - The Online Public Comment Form can be found by visiting **HTTPS://WESTMONT.ILLINOIS.GOV/533/MEETING-INFORMATION**.
   - By phone: Call 630-981-6195 and leave your full name, address, and comment.
   - A comment made by phone must be submitted 2 hours prior to the start of the Village Board Meeting.
   - If there are any questions on how to make public comments, email 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 the minutes of the Village Board meeting held September 10, 2020.

Background Of Subject Matter	Required parliamentary procedure.
Type	Motion

Documents:

2020-09-10 VILLAGE BOARD MEETING MINUTES.PDF

b. Finance Ordinance

i. Finance Ordinance #10

Total to be announced at the meeting.

Background Of Subject Matter	*
Type	Motion

c. Purchase Orders

i. PO 21200707

DuPage Convention & Visitors Bureau $34,239.00

Background Of Subject Matter	FY 21 Municipal Contribution
Additional Background	An additional $2,609 may be paid contingent on actual receipts of deferred payments.
Type	Purchase Order
Budgeted	Yes
Budgeted Explanation	Not "ON HOLD" because membership allows us to use some Hotel/Motel funds to offset costs in the General fund if needed.

Documents:

21200707.PDF

ii. PO 21200709

Crowne Industries LTD $400,000.00

Background Of Subject Matter	New Fueling Center
Additional Background	The agreement for this project was approved at the 9/10/2020 meeting.
Type	Purchase Order
Budgeted	Yes

Budgeted Explanation Not "ON HOLD"

Documents:

21200709.PDF

iii. **Purchase Order Total**
$ 434,239.00

Background Of Subject Matter *

Type Purchase Order

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

Background Of Subject Matter *

Type Purchase Order

8. Unfinished Business

9. New Business

a. **Engineering Services - Community Development Department - EZA**
Board to consider an ordinance approving an agreement with EZA Engineering PLLC for professional engineering services.

Background Of Subject Matter EZA Engineering PLLC will provide engineering plan review and inspection services for planning and zoning and for permitting functions of the Community Development Department.

Type Ordinance

Budgeted Yes

Budgeted Explanation A previously budgeted position has been vacated and the duties are being outsourced in a combination of this contract the PW Engineer contract approved at the 6/29/20 meeting. We anticipate overall spending will be less than initially budgeted.

Documents:

EZA CONTRACT WITH EXHIBITS.PDF

b. **Engineering Services - Amended PW Dept Agreement - Primera**
Board to consider an ordinance approving an Amended Agreement for Professional Engineering Services with Primera Engineers, Ltd.

Background Of Subject Matter The Village Board recently approved an agreement with Primera Engineers to have it serve as a consulting engineer for the Village. This proposed amendment refines the scope of services provided by Primera to those related to Public Works projects.

Additional Background This amendment is necessary to distinguish the consulting engineering services provided by EZA Engineering for the Community Development projects. The compensation and other

terms remain the same.

Recommendation	Approve.
Type	Ordinance
Budgeted	Yes

Documents:

PRIMERA ENGINEERS AMENDED PROFESSIONAL ENGINEERING SERVICES AGREEMENT.PDF

c. **Sign Variance - McGrath Lexus Of Westmont**

Board to consider an ordinance granting the following approvals for McGrath Lexus of Westmont, 500 E. Ogden Avenue, Westmont, IL 60559:

1. A Zoning Code Variance to exceed the number & location of wall signs for an open sales lot located at 470 East Ogden Avenue, commonly known as 500 East Ogden Avenue, in the B-2 General Business District.
2. A Zoning Code Variance to exceed the aggregate size of all signs for an open sales lot located at 470 East Ogden Avenue, commonly known as 500 East Ogden Avenue, in the B-2 General Business District.

Background Of Subject Matter	The Zoning Code allows only 2 signs on the wall. The request includes 2 additional signs to be located facing west and east, rather than south, as per the orientation of the existing facade.
Additional Background	The entire sign package, including existing remove/replace, and existing ground signs (to remain), plus the additional 2 logo signs exceed the allowable aggregate square footage by nearly 301 square feet where 274 square feet are allowed.
Recommendation	The Planning and Zoning Commission recommended to approve at their meeting of September 9, 2020.
Type	Ordinance

Documents:

BOARD MEMO SIGN VARIANCE.PDF
MCGRATH LEXUS EXHIBITS.PDF

d. **Lincoln Municipal Parking Lot At 25, 29, And 33 North Lincoln**

Board to consider ordinances to allow the Village of Westmont to construct a municipal parking lot on properties located at 25, 29 and 33 North Lincoln Street, Westmont as follows:

1. A Special Use Permit to allow the construction of a publicly-owned parking lot in the R-3 Single Family Detached Residential District to serve adjoining and nearby business districts;
2. A Zoning Code Variance to allow parking in the front yard, side yard, and in front of the setback line;
3. A waiver from the Westmont Engineering Standards for stall size;
4. A Site and Landscape Plan for the construction of a publicly-owned parking lot in the R-3 Single Family Detached Residential District; and
5. A Preliminary Plat of Consolidation to consolidate three lots at 25, 29, and 33 North Lincoln Street located in the R-3 Single Family Detached Residential District.

Background Of Subject Matter	The proposed parking lot will be located on the east side of Lincoln and south of Irving. The lots are zoned R-3 residential and are owned by the Village. A waiver from the Westmont Engineering Standards for stall size of 10'x20' is also requested.
Additional Background	The Village hired Thomas Engineering Group LLC to prepare plans for the proposed municipal parking lot. The Village's goal is to expand the availability of public parking for the downtown. Proposed stall sizes are 9'x18' and 9.5'x18'.
Recommendation	The Planning and Zoning Commission voted to recommend approval at their meeting of September 9, 2020.
Type	Ordinance

Documents:

BOARD MEMO LINCOLN MUNICIPAL PARKING LOT.PDF
ELEVATIONS.PDF
LANDSCAPE PLAN.PDF
PRELIMINARY PLAT.PDF
SITE PLAN.PDF

e. **Trustee Appointment**

Board to consider a motion approving Mayor Gunter's appointment of a trustee to fulfill the term left vacant by the passing of Trustee Addington.

Background Of Subject Matter	Per 65 ILCS 5/3.1-10-51 - this appointee shall serve until the general election April 6, 2021.
Type	Motion

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.

westmont.il.gov

Village Clerk's Office

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

Clerk's Office

Village of Westmont

MINUTES OF THE HYBRID VIRTUAL BOARD MEETING HELD Thursday, September 10, 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:	Barker	P	Barry	P
	Guzzo	P	Liddle	P
	Nero	P		

STAFF:

May (Village Mgr)	P	**Parker** (Finance Director)	P	**Sylvester** (Community Dev. Director)	A
Brainerd (HR Director)	P	**McIntyre** (Communications Director)	P	**Liljeberg** (I.T. Manager)	P
Chief Gunther (Police Dept.)	A	**Dep Chief Thompson** (Police Dept.)	A	**Dep Chief Gruen** (Police Dept.)	A
Chief Riley (Fire Dept.)	P	**Olsson** (Assistant Finance Director))	A	**Richards** (Deputy Clerk)	P
Ramsey (P.W. Director)	P	**Mielcarski** (Management Analyst)	P	**Mulhearn** (Deputy Liquor Commissioner)	A

ATTORNEY: **Zemenak** P **Carrara** A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

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

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

OPEN FORUM:

- There are no public comments.
- The Village Manger May talked about the different methods of submitting comments for the open forum.

VOTING KEY: **A**=ABSENT **AB**=ABSTAIN **N**=NO **W**=Withdrawn
P=PRESENT **Y**=YES **R**=RECUSE

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

VOTING SUMMARY

	1	2	3	4	5	6	7	8
TRUSTEE BARKER	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE BARRY	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE NERO	Y	Y	Y	Y	Y	Y	Y	Y

REPORTS

Mayor Gunter

- Chief Riley was asked to give a COVID-19 Update.
  - There are 1,953 new cases and 28 new deaths in Illinois.
  - There are 3 new cases since yesterday in Westmont and 24 new cases within a two week span. DuPage County has reported 540 deaths.
  - The overall positivity rate is 3.8. This rate has gone down and that is a good thing.
  - The infection rate among 15 - 39 year olds is increasing due to kids returning to school. It is important to maintain social distancing and wear facemasks.
- Talked about the 100th Anniversary that will be celebrated next year. There is still uncertainty. Our 99th Birthday will be November 10th this year.

Village Clerk Szymski

- Announced that next spring there will be a Village election. The packets can be picked up on September 21, 2020. Petitions can be collected on September 22nd.
- The positions that will be up for election for the Village are Mayor, Clerk, and 3 Trustees.

Trustee Nero

- The next Public Works Committee meeting will be September 24th at 4:30pm at Village Hall.
- The Public Works Building is about 83% complete. Carpet and tile is being installed throughout. The fire proofing is done. This week the bathrooms will be completed and the retaining wall should start.
- Gave an update on the 61st Street and Richmond Detention Basin. It is 95% complete. The final trees will be planted at the end of the month.
- Talked about the alley C project - Pervious concrete will be poured this week depending on the weather conditions. The first phase should be completed by October 1st.

Trustee Liddle

- Talked about the Administration / Finance Committee meeting that was held at 4:30pm.
    - Past due balances were discussed on places for eating taxes and utility billing.
    - Downtown parking requirements were discussed as well as a concern that was brought to our attention.
    - The Village has set aside funds for COVID relief funds in the past. This might be opened up for additional funding and opened up to include more businesses that would qualify for that type of grant.
    - Many of the events for Halloween. However, there will be a costume contest done online. There will be a Halloween home decorating contest.
    - We will have an update on door-to-door trick or treating.

Trustee Johanik-Guzzo

- The next Public Safety Committee meeting will be November 19th at 4:30pm. It will probably be a hybrid meeting.
- The 9-11 Ceremony will be held on September 11th. It will be staff only due to COVID-19 restrictions.
- The Police Department will be hosting a shredding event. They will partner with Docu-Shred and this will be a fundraiser for Special Olympics Illinois. The event is scheduled for October 17th.

Trustee Barker

- The Census participation is at 74% now.
- The Environmental Improvement Commission will meet on Monday night at 6pm at Village Hall.

Trustee Barry

- The CDC team is meeting weekly.
- Uncle Pete's had a fire last night.
- Starbucks is close to opening.
- There are a few issues on Pasquinelli Drive with the hotels and staff is working on cleaning up that area.
- Gave an update on Planning and Zoning.
    - Starbucks is getting close to opening.
    - The mystery grocery store is looking to open in January.
    - The medical building on Ogden is really moving along rapidly.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

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

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

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

(A) BOARD MEETING MINUTES
Board to consider approving the minutes of the Village Board meeting held **August 27, 2020.**

(B) FINANCE ORDINANCE #9: Dated September 10, 2020 in the amount of **$2,726,481.69.**

(C) PURCHASE ORDERS

21200623	Village of Addison	$ 335,101.00
21200624	Village of Addison	333,773.00
21200628	Illinois Environmental Protection Agency	25,984.86
PURCHASE ORDER TOTAL		**$ 694,858.86**

(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE : $ 3,421,640.55

(E) PROCLAMATION - HUNGER ACTION MONTH, WEAR ORANGE!
Board to consider a proclamation declaring September as Hunger Action Month.

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

VOTE ON MOTION #1
Ayes: Barker, Barry, Guzzo, Liddle, Nero,
Nays: None
Absent: None

UNFINISHED BUSINESS

(2) NEW LIQUOR LICENSE CLASSIFICATION
Deputy Liquor Commissioner Mulhearn addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance amending Chapter 10, Section 10-36, of the Westmont Code of Ordinances to create a new liquor license classification (Class 25) for sale of alcohol at any natatorium type venue.

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

VOTE ON MOTION #2
Ayes: Barker, Barry, Guzzo, Nero, Liddle
Nays: None
Absent: None

NEW BUSINESS

(3) AWARD OF BID PROPOSAL - 2020 NEW WESTMONT FUELING CENTER 6015 S. CASS
Public Works Director Ramsey addressed the Board on this item.

Motion by **Trustee Liddle** to consider an ordinance awarding the bid proposal from Crowne Industries Ltd. for the New Westmont Fueling Center and authorizing a contract consistent with the bid document.

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

VOTE ON MOTION #3
Ayes: Barker, Barry, Guzzo, Nero, Liddle
Nays: None
Absent: None

(4) NOISE RESTRICTIONS FOR LIQUOR LICENSED BUSINESSES
Deputy Liquor Commissioner Mulhearn and Police Chief Gunther addressed the Board on this item.

Motion made by **Trustee Nero** to consider an ordinance amending Chapter 10, Article III, of the Westmont Code of Ordinances to enact noise restrictions for liquor licensed businesses.

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

VOTE ON MOTION #4
Ayes: Barker, Barry, Guzzo, Liddle, Nero
Nays: None
Absent: None

(5) AMBULANCE FEES INCREASE
Fire Chief Riley addressed the Board on this item.

Motion made by **Trustee Liddle** to consider an ordinance to amend Chapter 42, Article V, of the Westmont Code of Ordinances to increase ambulance fees from $2000 to $2300 to allow for reimbursement.

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

VOTE ON MOTION #5
Ayes: Barker, Barry, Guzzo, Liddle, Nero
Nays: None
Absent: None

(6) AMBULANCE FEES INCREASE

Fire Chief Riley addressed the Board on this item.

Motion made by **Trustee Liddle** to consider the original motion as amended: Ordinance to amend Chapter 42, Article V, of the Westmont Code of Ordinances to increase ambulance fees to allow for reimbursement.

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

VOTE ON MOTION #6
Ayes: Barker, Barry, Guzzo, Liddle, Nero
Nays: None
Absent: None

MISCELLANEOUS:

- Clerk Szymski thanked the Public Works Department for cleaning up after the storm.
- Village Manager May talked about how the executive session will work for this evening because we are still holding virtual meetings.

(7) CLOSED SESSION:

Mayor Gunter requested a motion to go into an executive session to discuss:

1. The selection of a person to fill a vacancy in a public office pursuant to section 2(c)(3) of the Open Meetings Act.

*Mayor stated there will be no further business after the executive session.

Motion by **Trustee Nero** to move into executive session at 6:40pm.
Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #7
Ayes: Barker, Barry, Guzzo, Liddle, Nero
Nays: None
Absent: None

(8) ADJOURNMENT

Motion by **Trustee Nero** to adjourn the meeting.
Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #8
Ayes: Barker, Barry, Guzzo, Liddle, Nero
Nays: None
Absent: None

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

MEETING ADJOURNED AT 7:29 P.M.

ATTEST: **APPROVED:**

Virginia Szymski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 24th day of September, 2020

Village of Westmont

Purchase Order

PO Date: 2020-09-17

Bill To:

ADMINISTRATION
31 W QUINCY
WESTMONT, IL 60559
Phone: 630-981-6216

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	21200707

Vendor:

DUPAGE CONVENTION & VISITORS BUREAU
915 HARGER RD
SUITE 120
OAK BROOK, IL 60523-1487

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
100179			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Municipal Contribution - FY21				
1	FY21 Municipal contribution-based on FY20 Hotel/Motel Tax, paying the amount collected to date - balance will be paid when it is received by the Village. GL Account: 0550512 - 58048 - 2I&I $34,239.00 Ship To: ADMINISTRATION 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6216	1.0	EACH	$34,239.00	$34,239.00

By: Spencer Parker
Authorized Signature

PO Total	$34,239.00

*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: 2020-09-17

Bill To:

MUNICIPAL SERVICES
31 W QUINCY
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	21200709

Vendor:

Crowne Industries, Ltd.
651 S. Sutton Road
Suite 214
Streamwood, IL 60107
Fax: 630-929-7555

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
101108	630-497-9009 ext 1	630-929-7555	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	New Fueling Center				
1	New Fueling Center GL Account: 3053030 - 57062 - 1GOV $400,000.00 Ship To: MUNICIPAL SERVICES 31 W QUINCY WESTMONT, IL 60559	1.0	EACH	$400,000.00	$400,000.00

By: Spencer Parker
Authorized Signature

PO Total	$400,000.00

*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.

AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES

This PROFESSIONAL ENGINEERING SERVICES AGREEMENT (hereinafter referred to as the Agreement), is made this ___th day of September 2020, by and between the Village of Westmont, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as VILLAGE), and EZA Engineering PLLC, an Illinois professional limited liability company that provides professional engineering services (hereinafter referred to as ENGINEER)(the VILLAGE and ENGINEER may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties").

WHEREAS, the VILLAGE and ENGINEER desire to enter into a business relationship subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the VILLAGE and ENGINEER are duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein this Agreement, VILLAGE and ENGINEER agree as follows:

SECTION 1 – PROFESSIONAL SERVICES OF ENGINEER

1.1 The VILLAGE, does hereby retain the ENGINEER as a non-exclusive professional engineer consultant to perform professional engineering services ("Services") generally associated with engineering, stormwater, and land development requirements as regulated by the Village of Westmont Code of Ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereinafter referred to as ORDINANCE). ENGINEER shall have the title/designation of "Acting Village Engineer – Community Development Department." ENGINEER shall also have the title/designation of "Stormwater Administrator" for the VILLAGE. ENGINEER may use such titles/designations, as appropriate, when signing documents and correspondence and when communicating with third parties. The Village has retained a separate professional engineer to serve as "Acting Village Engineer – Public Works Department" who shall perform different professional engineering services for the VILLAGE than ENGINEER is providing under this Agreement. However, it is the intention of the Parties that ENGINEER and the "Acting Engineer – Public Works Department", upon direction of the VILLAGE, will perform the services of one another under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, or (c) to cover overflow work issues. Said Services can be categorized under the following tasks and a detailed description of each task is provided in EXHIBIT A.

1.1.1 Stormwater Administrator Services

1.1.2 Planning and Zoning Commission (PZC) Engineering Services

1.1.3 General Engineering Services – Community Development Department

1.1.4 General Engineering Services – Public Works Department (in a backup or overflow capacity)

1.1.5 Additional Engineering Services as may be requested by the VILLAGE

1.2 All Services shall be performed by or under the direction of a professional engineer licensed in the State of Illinois.

1.3 Subconsultants. From time to time, ENGINEER may provide Services through use of a subconsultant. ENGINEER shall obtain written authorization from Village staff for each subconsultant the ENGINEER proposes to use. All work performed by subconsultants shall be under the direction of a professional engineer licensed in the State of Illinois. The use of an approved subconsultant by ENGINEER shall not affect the compensation due to ENGINEER set for in Section 3 of this Agreement.

1.4 Changes. VILLAGE shall have the right to make changes to the scope of Services upon execution of a mutually acceptable amendment to the Agreement signed by authorized representatives from each party. Appropriate compensation for the change shall accompany any executed change. The VILLAGE shall have the right to remove one or more items from the scope of Services upon written direction to ENGINEER, and such removal of Services shall not require an executed amendment to this Agreement.

1.5 Non-Compete. ENGINEER represents that neither it, nor any of its owners, officers or employees, are subject to a covenant not to compete that may or would prohibit or hinder ENGINEER, its owners, officer or employees from performing the Services under this Agreement.

SECTION 2 – RESPONSIBILITIES OF VILLAGE

2.1 VILLAGE shall provide ENGINEER with any available historical information or other information relevant to a given development on a timely basis upon request by ENGINEER.

2.2 Property Access. VILLAGE shall provide safe and reasonable physical access to public property and shall make reasonable efforts to obtain access to private properties, to the extent permitted by law, if said property is subject to a Service referenced in EXHIBIT A to this Agreement.

2.3 Software. VILLAGE shall install permitting software on one (1) computer and one (1) portable tablet provided by ENGINEER in order to perform and complete review and inspection Services as directed by Village staff. ENGINEER shall comply with all terms of the software license for this software to which the VILLAGE is bound and shall not reproduce, share, reengineer or otherwise alter this software.

SECTION 3 – COMPENSATION

3.1 ENGINEER shall be compensated on a flat fee and hourly rate basis as defined in EXHIBIT B and EXHIBIT C to this Agreement. ENGINEER shall not bill the VILLAGE at the Principal Engineer's hourly rate for work performed by a non-professional engineer staff members or by non-professional engineer subconsultants. Should the ENGINEER wish to bill the VILLAGE for Services performed by non-professional engineers, ENGINEER shall submit an amendment to this Agreement for the VILLAGE to consider.

3.2 Invoices shall be submitted to the VILLAGE in the ENGINEER's standard format on a monthly basis. ENGINEER shall provide additional documentation with each invoice to assist the VILLAGE in managing permit and planning escrow accounts. ENGINEER shall not issue invoices for hourly Services that were rendered more than sixty (60) days prior, and ENGINEER shall not issue invoices for flat fee projects that were completed more than sixty (60) days prior.

3.3 Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). It is understood that the VILLAGE is solely responsible for making payments to the ENGINEER and shall not rely upon lack of funds from a third party as reason to withhold payment to the ENGINEER. VILLAGE shall advise ENGINEER in writing for any disputed portions on any invoice.

SECTION 4 – GENERAL CONSIDERATIONS

4.1 Performance Standards. ENGINEER shall perform the Services described in EXHIBIT A to this Agreement and as otherwise described in this Agreement in accordance with generally accepted engineering standards and practices in the State of Illinois and further, ENGINEER represents that it is technically qualified, trained, and experienced to perform such Services. The VILLAGE will be relying upon the professional expertise of ENGINEER regarding all Services provided under this Agreement by ENGINEER, and the VILLAGE shall have no independent obligation to verify the accuracy or completeness of ENGINEER's work or Services furnished pursuant to this Agreement. Should ENGINEER fail to meet the foregoing performance standard, the VILLAGE shall notify the ENGINEER in writing within two years and ENGINEER shall diligently and immediately rectify the error(s) and/or omission(s) at its own cost. Should the ENGINEER fail to rectify the error(s) and/or omission(s), and the VILLAGE is required to correct such error(s) and omission(s), the ENGINEER shall be responsible to the VILLAGE for all reasonable costs incurred by the VILLAGE to make said corrections. No warranty, expressed or implied, is included in this Agreement or in any review letter or opinion provided under this Agreement.

4.2 Insurance. For the duration of this Agreement, ENGINEER will procure and maintain the following minimum insurance coverages for itself and for any subcontractors employed by the ENGINEER:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability	$1,000,000 Per Claim

Umbrella Liability	No less than $3,000,000 but not more than $5,000,000 Aggregate for all coverages excluding Workers' Compensation

ENGINEER will include the VILLAGE, its officers, employees, and agents as additional insured on any of the policies above and will provide to the VILLAGE a certificate of insurance as evidence of the specified insurance.

4.3 Termination.

4.3.1 The VILLAGE or ENGINEER may terminate this Agreement, without cause, by providing no less than sixty (60) days written notice to the other Party, unless the Parties mutually agree to a shorter period. The VILLAGE or ENGINEER may terminate this Agreement by providing no less than fourteen (14) days written notice to the other Party due to a substantial failure of the other Party to perform one or more material terms of this Agreement, provided the other Party fails to cures the substantial failure within said fourteen (14) day period. If so terminated, the VILLAGE shall pay the ENGINEER all amounts due for all Services properly rendered and expenses incurred to the effective date of termination. Upon termination, ENGINEER shall provide copies of all final work product and all work product in process to the VILLAGE.

4.3.2 In the event of early termination by the VILLAGE and through no fault of the ENGINEER, the VILLAGE shall reimburse the ENGINEER to recover all reasonable costs and expenses incurred to the date of written termination.

4.3.3 In the event of early termination by the ENGINEER and through no fault of the VILLAGE, the ENGINEER shall reimburse the VILLAGE to recover all reasonable costs and expenses incurred to complete any incomplete assignments (such as an ongoing permit review) to the ENGINEER at the time of written termination.

4.4 Disputes. Upon the occurrence of a dispute between the VILLAGE and the ENGINEER, both parties shall hold a meeting to remediate the dispute. If the dispute results in litigation, the prevailing party shall be entitled to recover all reasonable costs of the litigation including court costs, attorney fees, and other related expenses. This Agreement shall be governed by the laws of the State of Illinois, and the venue for any litigation between the Parties shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.5 Rights and Benefits. Professional engineering Services provided by the ENGINEER shall be performed for the sole benefit of the VILLAGE and not for any other party.

4.6 Notice. Any Notice provided to either party under the terms of this Agreement shall be in writing and addressed to the following:

VILLAGE	**ENGINEER**
Community Development Director	James Patterson, P.E.
Village of Westmont	EZA Engineering PLLC

31 West Quincy Street
Westmont, Illinois 60559

318 West Half Day Road, #253
Buffalo Grove, Illinois 60089

4.7 Entire Agreement. This Agreement contains the entire agreement between the VILLAGE and the ENGINEER. All other or previous correspondence shall not be construed as part of this Agreement and the terms and Services described herein shall not superseded this Agreement.

4.8 Ownership of work. All final work product of ENGINEER produced for the VILLAGE pursuant to this Agreement shall be the property of the VILLAGE. In the event that ENGINEER has access and use of the VILLAGE's Google Drive to create documents and store files, all such final documents and files on the VILLAGE's Google Drive produced, prepared or uploaded by ENGINEER shall be the property of the VILLAGE.

4.9 COVID-19 Policies. At all times that this Agreement is in effect, and due to the fact that ENGINEER will have occasions to perform Services at VILLAGE facilities or otherwise in the presence of VILLAGE employees, officials and agents, ENGINEER agrees to strictly follow the following policies of the VILLAGE related to COVID-19:

A. Mandatory Face Covering Memo (4/30/20), as amended from time to time.
B. COVID-19 Positive Test from Employee Memo (8/28/20), as amended from time to time.
C. Protocol for Employee in Close Contact with a Positive COVID-19 Case (8/28/20), as amended from time to time.

Copies of these policies are collectively attached hereto as Exhibit D and incorporated herein.

4.10 Independent Contractor. ENGINEER acknowledges that all Services provided to the VILLAGE under this Agreement shall be those of an independent contractor, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship. ENGINEER shall be responsible for making all required deductions, contributions and payments to and for its employees. ENGINEER shall be responsible for controlling the work, hours and methods of work of its employees, agents and contractors under its direction. ENGINEER shall not be entitled to any insurance or other employee benefits from the VILLAGE. ENGINEER shall have no authority to bind the VILLAGE to any agreement, contract or obligation unless expressly consented to in advance by the VILLAGE.

4.11 Confidential Information. In the scope of performing Services under this Agreement, ENGINEER or its agents and contractors may come into possession of or receive knowledge or information regarding confidential information of the VILLAGE or third parties seeking engineering and development approvals from the VILLAGE. Such confidential information may include, but is not limited to, architectural plans, engineering plans, processes, formulae, customer lists, marketing information, financial information, legal information, and business practices, whether protected by intellectual property rights or not, which the disclosing party considers confidential, whether or not specifically identified as such. ENGINEER agrees to treat and maintain such confidential information in

confidence, shall protect it with the same degree of care which it uses to protect its own confidential information (which shall not be less than reasonable care), shall not disclose it to any third party and shall use it for the sole purpose of performing under this Agreement. For purposes of this Agreement, confidential information shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of ENGINEER; (b) ENGINEER can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to ENGINEER with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by ENGINEER without reference to the disclosing party's confidential information. ENGINEER may disclose such confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure ENGINEER shall inform the disclosing party of such order if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. ENGINEER's indemnification of the VILLAGE under this Agreement shall include indemnification for damages for any breach of this provision by ENGINEER, including the unauthorized use of any third party's protected intellectual property rights.

IN WITNESS WHEREOF, the VILLAGE and ENGINEER hereto have executed this Agreement as of the day and year first above written.

ENGINEER

Company: EZA Engineering PLLC

By: _____

Name: James Patterson, P.E.

Title: President

VILLAGE

Village of Westmont, Illinois

By: _____

Name: Ronald J. Gunter

Title: Mayor

EXHIBIT A

PROFESSIONAL ENGINEERING SERVICES

On December 3, 2002, the Village of Westmont (hereinafter referred to as VILLAGE) was granted partial-waiver status by the DuPage County Stormwater Management Committee regarding the administration of the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCSFPO). As a partial-waiver community, the VILLAGE is obligated to only issue permits that meet the minimum requirements of the DCSFPO. For permits with a Special Management Area (SMA) (floodway, floodplain, wetlands, etc.), the DuPage County Environmental Division shall be consulted for review and approval of said SMA. In order to meet the requirements of the partial-waiver status, the VILLAGE has elected to engage the services of an ENGINEER.

ENGINEER'S SCOPE OF SERVICES

Task 1 – Stormwater Administrator Services

A. Serve as Stormwater Administrator (as defined in DCSFPO) on behalf of the VILLAGE. The VILLAGE may list James Patterson, P.E. c/o EZA Engineering LLC as the Stormwater Administrator for the VILLAGE, if so desired. Stormwater Administrator responsibilities may include, but are not limited to:
    1. As requested, meet with developers, builders, residents, consultants, and/or County staff.
    2. Perform reviews of Community Development permit submittals assigned by Village of Westmont Community Development staff.
    3. Conduct site visits and/or desktop evaluations for each site for which a permit is sought to determine whether the documents submitted by the applicant are accurate and whether the proposed work will affect an SMA or not. Should the proposed work appear to affect an SMA, ENGINEER is to notify County staff and request a site evaluation with respect to the suspected SMA.
    4. Permit reviews for single-family residential or lot split permits shall be typically completed within one (1) to two (2) weeks. Permit reviews for commercial projects or subdivision shall be typically completed within two (2) to three (3) weeks. ENGINEER may request an extension in time where the volume of permit applications in progress at one time is large and the VILLAGE shall not unreasonably deny such a request under those circumstances. Permit reviews shall provide an itemization of any discrepancies, errors, or omissions found with regard to the permitting requirements of the DCSFPO and/or the VILLAGE. If no discrepancies, errors, or omissions are found, a certification letter shall be submitted stating the permit is in substantial compliance with said permitting requirements, along with an accounting of all charges associated with the completed review. The certification letter shall include a summary of all documents reviewed for such permit.
    5. Provide performance security requirements for applicable permits.
    6. Administer fee-in-lieu programs as directed by Village staff.
    7. Conduct engineering inspections as required through the construction of Community Development permits and Stormwater Management Certifications. Such inspections include erosion control, spot survey, storm sewer, PCBMP, detention, flatwork, and as-

built verification inspections, among others. From time to time, responsibilities include checking construction sites for Village compliance with the ORDINANCE.

8. Attend DuPage County Municipal Engineers Group (MEG) meetings as directed by Village staff.

Task 2 – Planning & Zoning Commission (PZC) Engineering Services

A. As requested, meet with developers and their design professionals to discuss preliminary engineering requirements and key engineering issues.
B. Perform preliminary engineering reviews of PZC submittals. Reviews typically may include stormwater and traffic impacts as well as subdivision plat reviews.
C. Attend PZC meetings as directed by Village staff

Task 3 – General Engineering Services – Community Development Department

A. Provide in-house engineering services to the Community Development Department. ENGINEER will be available to provide in-house engineering services a minimum of two (2) days per week, as requested by the VILLAGE, but is subject to change depending on the VILLAGE's needs or other uncontrolled events, such as a worldwide pandemic. Such services may include:
    1. Provide Village staff with answers to engineering questions as is necessary.
    2. Answer engineering-related phone calls and respond to engineering questions at the front window.
    3. Provide floodplain map information and answer floodplain-related questions as needed.
    4. Respond to and resolve drainage complaints from residents and for commercial properties as directed by Village staff.
    5. Attend Village Board meetings as directed by Village staff.
    6. ENGINEER will sign and seal documents as the "Village Engineer" from time to time.

Task 4 – General Engineering Services – Public Works Department

A. Provide general engineering services to the Public Works Department as requested. Services include general consulting, review services, and inspection services and shall not be prioritized over Tasks 1, 2 and 3 without consent from the Community Development Department. Fees for said services shall be separated from Community Development fees on all invoices.

Task 5 – Additional Engineering Services

A. From time to time, the VILLAGE may require engineering services for a specific project or task. ENGINEER will meet with Village staff to discuss project scope, schedule, deliverables, and fee.

RESPONSIBILITIES OF VILLAGE

From time to time, the VILLAGE may revise and refine the process for the services described above in Tasks 1-4. ENGINEER is encouraged to recommend changes that may be beneficial to the VILLAGE and the process. VILLAGE will provide copies of PZC and permit submittals for review. VILLAGE will assist ENGINEER regarding interpretation of the DCSFPO and Village requirements. VILLAGE will assist ENGINEER in gaining field access to project sites and affected areas as required to complete permit reviews and inspections.

EXHIBIT B

SCHEDULE OF ENGINEER'S HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

Staff	Rate
Principal Engineer	$150.00 per hour

Notes

1. Subcontractors shall be billed out at the lesser of a rate of $150.00 per hour or the subcontractor rate + 5%, unless agreed upon in writing prior to the work being completed.
2. Outside costs incurred by ENGINEER for services such as printing, messenger, or delivery services, shall be reimbursed by the VILLAGE at a rate of cost + 5%.
3. The rates above are effective for services through December 31, 2021 and are subject to revision thereafter.

EXHIBIT C

SCHEDULE OF ENGINEER'S FLAT RATE AND HOURLY RATE COSTS FOR PROFESSIONAL ENGINEERING SERVICES

Services	Cost
SFR Engineering Plan Review	$800.00
Subsequent SFR Engineering Plan Reviews	Hourly Rate
Commercial/Subdivision Engineering Review	Hourly Rate
PZC Preliminary Engineering/Plat Review	Hourly Rate
Miscellaneous Engineering Review	Hourly Rate
SFR Preconstruction-Erosion Control Inspection	$225.00
Re-inspection	$150.00
Commercial Preconstruction-Erosion Control Inspection	$250.00
Re-inspection	$150.00
SFR Spot Survey Review	$200.00
Re-review	$100.00
Commercial Spot Survey Review	$225.00
Re-review	$125.00
SFR Underground Inspection	$225.00
Re-inspection	$150.00
Commercial Underground Inspection	$350.00
Re-inspection	$275.00
SFR Flatwork (Pre-pour or Base Course) Inspection	$225.00
Re-inspection	$150.00
Commercial (Pre-pour or Base Course) Inspection	$300.00
Re-inspection	$200.00
SFR Grading (Rough or Final) Inspection	$225.00
Re-inspection	$150.00
Commercial (Rough or Final) Inspection	$300.00
Re-inspection	$200.00
SFR Final Engineering Inspection	$250.00
Re-inspection	$175.00
Commercial Final Engineering Inspection	Hourly Rate
Re-inspection	$400.00
General Engineering Services	Hourly Rate

Note: SFR = Single Family Residence
PZC = Planning and Zoning Commission

EXHIBIT D

VILLAGE COVID-19 POLICIES

ADMINISTRATION
31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.illinois.gov | administration@westmont.il.gov

TO: Non-Emergency Responder Personnel

FROM: Stephen May, Village Manager

DATE: April 30, 2020

SUBJECT: Updated Illinois Stay-at-Home Executive Order - Mandatory Face Coverings

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As you may be aware, Governor Pritzker has declared that he intends to sign an extension of the current Stay-at-Home Order with some modifications, including the requirement that individuals who are able to medically tolerate a face covering wear one when in a public place and unable to maintain the required six foot social distance. Although the official order has not yet been signed, current guidance indicates that this mandatory face covering requirement also applies to work environments regardless of whether or not there is public access.

While the Village believes that staff will be able to maintain the required social distancing minimum of six feet, there may be limited circumstances where this is not possible. In those instances, employees will be required to cover their nose and mouth with a face covering in compliance with the updated Stay-at-Home Order. Employees may choose to wear the face coverings made available by the Village or their own face covering, provided it does not present a safety hazard, such as the potential to get caught in equipment or moving parts, obstruct vision or impair the ability to breathe. Once the social distancing requirement is able to be observed, the employee may remove the face covering. This does not preclude employees from choosing to wear a voluntary face covering at work at any time as long as proper safety and hygiene practices are followed.

(NOTE: Emergency responders and other departments with established protocol for personal protective equipment (PPE) will continue to follow established department requirements provided they are compliant with the Executive Order; otherwise, the provisions of this policy will apply.)

While we await further clarification from the Governor on the modified Stay-at-Home Order and associated provisions, the following protocols will apply to face coverings whether wearing one voluntarily or in compliance with the modified Stay-at-Home Order:

1. It is important to ensure that a hazard is not being created by wearing the mask.
    a. If there is uncertainty about the safety of face coverings, please reference the attached CDC - COVID-19 Face Coverings Factsheet and/or contact your Department Head or Human Resources.
2. Follow appropriate procedures for wearing and disposing of single use masks and cleaning cloth or reusable face coverings as it is imperative that face coverings are clean and sanitary.
    a. Please refer to the attached WHO - How to Use and Dispose of a Mask document as well as the aforementioned CDC - COVID-19 Face Coverings Factsheet for proper techniques.

For reference, we are again including written information from OSHA about wearing face coverings at work *(see attachment - OSHA - Appendix D.....)*.

ADMINISTRATION
31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.illinois.gov | administration@westmont.il.gov

TO: Department Heads

FROM: Stephen May, Village Manager

DATE: August 28, 2020

SUBJECT: Employees In Close Contact with a Positive COVID-19 Case - **UPDATED**

The purpose of this communication is to provide guidance for situations where a Village employee has been in close contact with an individual who has tested positive for COVID-19 and replaces the memo dated July 24, 2020. These procedures apply whether the employee has been identified as a close contact within the workplace or outside of the workplace.

Confidentiality:
The identity of close contact(s) must be kept confidential in keeping with applicable laws and privacy requirements.

Definitions (based on CDC guidance):

- **Close contact** is someone who was within 6 feet of a person with COVID-19 for a total of 15 minutes, starting from 48 hours before onset of symptoms for symptomatic or date of test for asymptomatic until the time of isolation or self-quarantine, regardless of whether or not they were wearing a mask. *(NOTE: This does not apply to Emergency Responders who were wearing proper PPE at the time of exposure.)*
- **Self-quarantine** means staying home, monitoring for symptoms of COVID-19 and maintaining social distancing *(at least 6 feet)* from others at all times.
- **Symptoms of COVID-19** include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and diarrhea.

Employee Notification of Close Contact:

- **If exposure occurred in the workplace.** Human Resources will contact any employees reported as close contacts of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by the Americans with Disabilities Act (ADA) and other privacy requirements, and will initiate protocol.
- **If exposure occurred outside of the workplace,** the employee is responsible for reporting their close contact status to their supervisor/department head right away. Then, the supervisor/department head should immediately report it to Human Resources.
  (NOTE: If the department head is not immediately available, the supervisor should contact HR and then ensure the department head is notified as soon as possible. After notification, HR will initiate protocol.)

Procedures for an Employee Identified as a Close Contact:

- Human Resources will contact the employee to:
  - Check on their general health and wellbeing;
  - Advise them of the self-quarantine requirements *(see **Definitions** section above for self-quarantine requirements)*:

        - **Employees who came in close contact and HAVE NOT tested positive for COVID-19 within the past three (3) months will be required to self-quarantine for up to 14 days from date of last contact with the individual who tested positive.**
        - **Employees who came in close contact and HAVE tested positive for COVID-19 within the past three (3) months, have recovered and remain asymptomatic will not be required to self-quarantine.**
            - **If symptoms develop, employees will be required to begin self-quarantine.**
    - Send the FFCRA Request Form *(if the employee chooses to use FFCRA Leave and has available leave)*.
        - Close contacts generally would qualify for leave under *Reason #2 - Employees Advised by Healthcare Provider to Self Quarantine* in the Village's COVID-19 Attendance Policy Memo dated **August 28, 2020** *(Non-Emergency Responders and Emergency Responders)*.
    - Inform them to monitor for symptoms *(see **Definitions** section above for symptoms of COVID-19)* and contact Human Resources if:
        - They start experiencing symptoms of COVID-19 *(see **Definitions** section above for symptoms of COVID-19)*.
        - They receive a positive test result for COVID-19 as this will activate the Report of Positive COVID-19 Test from Employee protocol.

Cleaning and Safety Procedures:

- All Departments should have procedures in place for regular sanitizing/disinfection of workspaces, including high touch surfaces, and are responsible for enforcing these policies.
- As an extra precaution, the workspace of the close contact, as well as any known high touch points of that person, should be wiped down.
    - For electronics *(phone, computer, mouse, keyboard, laptop, etc.)* - Use disinfecting wipes to wipe down. The Sani Professional - Cleaning Multi-Surface Wipes *(green package)* are well suited for this purpose.
    - For hard surfaces *(desks, cabinets, drawers, door knobs, etc.)* - Use disinfectant wipes or spray with paper towels to wipe down.
- All staff should be practicing the guidance from the CDC and state officials to help stop the spread of COVID-19 as follows:
    1. Clean your hands often - soap and water for 20 seconds is best, hand sanitizer with at least 60% alcohol is recommended when soap and water isn't feasible.
    2. Avoid close contact and practice social distancing *(at least 6 feet from other people)*.
    3. Wear a face covering when indoors and unable to maintain a 6 foot distance.
    4. Cover coughs and sneezes.
    5. Clean and disinfect frequently touched surfaces daily.

Return to Work Guidelines:

- Employees who remain **asymptomatic** may return to work after self-quarantining for 14 days from the date of last contact with the individual who tested positive for COVID-19.
- Employees who become **symptomatic** may return to work when all of the following conditions have been met *(or based on doctor's orders)*:
    - no fever for at least 24 hours *(one full day of no fever without the use of medicine that reduces fevers)*

      AND
    - Other symptoms are improving *(NOTE: Loss of taste and smell may last for weeks or months after recovery and should not delay the end of self-quarantine.)*

      AND
    - at least 10 days have passed since the symptoms first appeared.

ADMINISTRATION
31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.illinois.gov | administration@westmont.il.gov

TO: Department Heads

FROM: Stephen May, Village Manager

DATE: August 28, 2020

SUBJECT: Report of Positive COVID-19 Test from Employee - **UPDATED**

This communication is to provide guidance for when an employee reports a positive COVID-19 test result and replaces the memo dated July 24, 2020; new or updated information is highlighted in yellow. If the employee suspects the contraction of COVID-19 was job related, please follow the worker's compensation reporting protocols from the June 10, 2020 email communication.

Confidentiality:
The identity of individuals testing positive for COVID-19 as well as close contact(s) must be kept confidential in keeping with applicable laws and privacy requirements.

Definitions (based on CDC guidance):

- **Close contact** is someone who was within 6 feet of a person with COVID-19 for a total of 15 minutes, starting from 48 hours before onset of symptoms for symptomatic or date of test for asymptomatic until the time of isolation or self-quarantine, regardless of whether or not they were wearing a mask. *(NOTE: This does not apply to Emergency Responders who were wearing proper PPE at the time of exposure.)*
- **Self-quarantine** means staying home, monitoring for symptoms of COVID-19 and maintaining social distancing (at least 6 feet) from others at all times.
- **Symptoms of COVID-19** include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and diarrhea.

General Guidelines:

- Employees that are sick should remain at home and notify their supervisor/department head of illness/symptoms.
- If an employee exhibits COVID-19 symptoms *(see **Definitions** section above for symptoms of COVID-19)* while at work, they should be sent home.
- Please refer to the COVID-19 Attendance Policy Memo dated 08/28/2020 *(non-emergency responders or emergency responders)* related to leave options under the Families First Coronavirus Response Act.

Report of a Positive COVID-19 Test:

- If an employee reports a positive COVID-19 test result to a supervisor/department head, that supervisor/department head should report it immediately to Human Resources. ***(NOTE:** If the department head is not immediately available, the supervisor should contact HR and*

then ensure the department head is notified as soon as possible. After notification, HR will initiate protocol.)

- Human Resources will contact the positive COVID-19 employee to do the following:
  - Check on their general health and wellbeing.
  - Investigate with whom the employee came in "close contact" *(see **Definitions** section above for clarification on what close contact means).*
  - Share the COVID-19 Symptom Checklist with the employee to monitor their symptoms.
    - The COVID-19 Symptom Checklist will need to be completed and submitted daily to monitor improvement and gauge ability to return to work under this policy.
    - The COVID-19 Symptom Checklist can be completed by the employee directly; or if computer access is an issue, the employee can contact Human Resources who can assist with completing the form on their behalf.
- Human Resources will contact the employees reported as "close contacts" of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by the Americans with Disabilities Act (ADA) and other privacy requirements.
  - Employees who came in close contact and HAVE NOT tested positive for COVID-19 within the past three (3) months will be required to self-quarantine for up to 14 days. ***(NOTE:** Please refer to the Protocol for EE in Close Contact with a Positive COVID-19 Case policy dated 08/24/2020 for self-quarantine requirements.* Please refer to the COVID-19 Attendance Policy Memo dated 08/24/2020 *(non emergency responders or emergency responders) related to leave options under the Families First Coronavirus Response Act.)*
  - Employees who came in close contact and HAVE tested positive for COVID-19 within the past three (3) months, have recovered and remain asymptomatic will not be required to self-quarantine.
    - If symptoms develop, employees will be required to begin self-quarantine.
- Human Resources will compose a general communication to other employees informing them of the positive COVID-19 case. The communication will reinforce the guidance that has previously been communicated during the COVID-19 pandemic, including that employees should self-monitor for symptoms, such as fever, cough or shortness of breath. If they develop symptoms, they should not come to work and notify their supervisor/department head immediately.

Cleaning Procedures:

- Human Resources will work with the supervisor/department head to cordon off the workspace of the positive COVID-19 employee and other affected areas and relocate staff, if necessary.
- Human Resources will work with the appropriate department head and the Fire Department to schedule the disinfecting process *(i.e. - fogging)* as soon as is practicable, ideally that same day.
  - The Fire Department will advise HR and the department head about the specifics of vacating the area and/or building prior to fogging.
  - HR and the department head will coordinate with staff regarding procedures to vacate and when it will be safe to return.
- When employees return to their work stations after the disinfecting process *(i.e. - fogging)*, they should put on gloves and a face covering *(i.e. - cloth mask, surgical mask, etc.)* and wipe down their areas. This is in case the fogging leaves behind a film on the surface.
  - For electronics *(phone, computer, mouse, keyboard, laptop, etc.)* - Use disinfecting wipes to wipe down. The Sani Professional - Cleaning Multi-Surface Wipes *(green package)* are well suited for this purpose.

- For hard surfaces *(desks, cabinets, drawers, door knobs, etc.)* - Use disinfectant wipes or spray with paper towels to wipe down.

Return to Work Guidelines:

- **Employees WITH symptoms (Symptomatic) can return to work when all of the following conditions are met *(or based on doctor's orders)*:**
  - Have had no fever for at least 24 hours *(that is one full day of no fever without the use of medicine that reduces fevers)*

    AND
  - Other symptoms are improving *(NOTE: Loss of taste and smell may last for weeks or months after recovery and should not delay the end of self-quarantine.)*

    AND
  - At least 10 days have passed since symptoms first appeared.

- **Employees with NO symptoms (Asymptomatic) can return to work when one of the following conditions are met *(or based on doctor's orders)* :**
  - At least 10 days have passed since the date the first positive specimen was collected.

  NOTE: *Employees with any symptoms since the test will be considered symptomatic and will follow the guidelines for Employees WITH symptoms (Symptomatic) for return to work.*

AMENDED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Amended Agreement for Professional Engineering Services ("Agreement") is made this 29th day of June, 2020, by and between the Village of Westmont, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called VILLAGE), and Primera Engineers, Ltd., an Illinois corporation specializing in consulting engineering services (hereinafter called ENGINEER)(the VILLAGE and ENGINEER may individually be referred to herein as a "Party" and may collectively be referred to herein as the "Parties").

WHEREAS, VILLAGE requires professional engineering services on an independent contractor basis described generally as follows:

A. Performing the duties of the Acting Village Engineer – Public Works Department;
   ~~Performing the duties of the Acting Village Stormwater Administrator;~~
B. Performing needed Public Works' and engineering inspections;
C. Performing Public Works' and other engineering reviews; and
D. Performing miscellaneous engineering functions and tasks; and

WHEREAS, the afore-mentioned professional engineering services are hereinafter called the "Services"; and

WHEREAS, the VILLAGE desires to retain the ENGINEER as an independent contractor, with Anthony Bryant of Primera Engineer, Ltd. serving as the Acting Village Engineer – Public Works Department ~~and the Acting Village Stormwater Administrator~~, to perform the Services pursuant to the terms of this Agreement, and ENGINEER desires to perform the Services on behalf of the VILLAGE pursuant to the terms of this Agreement; and

WHEREAS, ENGINEER is generally familiar with requirements of the Village of Westmont, its ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance and has the requisite engineering skill, knowledge and training to perform the Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, VILLAGE and ENGINEER agree as follows:

SECTION 1 – GENERAL DESCRIPTION OF SERVICES

1.1 ENGINEER shall serve as VILLAGE's non-exclusive professional engineering consultant for the Services set forth in this Agreement, and shall give consultation and advice

to VILLAGE during the performance of ENGINEER'S Services.

1.2 Anthony Bryant, an engineer with ENGINEER, shall serve as the Acting Village Engineer – Public Works Department ~~and the Acting Village Stormwater Administrator~~, and shall perform all duties required of said position~~s~~. The Village has retained a separate professional engineer to serve as the "Acting Village Engineer – Community Development Department" who shall perform different professional engineering services for the Village, than ENGINEER is providing under this Agreement. The "Acting Village Engineer – Community Development Department" shall serve as the Acting Village Stormwater Administrator. However, it is the intention of the Parties that ENGINEER and the "Acting Village Engineer – Community Development Department", upon direction of the Village, will perform the services of one another under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, (c) to cover overflow work issues.

1.3 ENGINEER shall perform Public Works' inspections, reviews and such other engineering tasks as specifically set forth in Section 2 below.

1.4 All services shall be performed under the direction of a professional engineer registered in the State of Illinois and qualified in the particular field.

SECTION 2 - SERVICES OF ENGINEER

2.1 The Services to be provided by ENGINEER to the Village are as follows:

A. Serve as the Acting Village Engineer – Public Works Department ~~and Acting Village Stormwater Administrator~~ in the performance of the Services.
B. Perform Public Works ~~and~~ engineering inspections and approvals.
C. Perform Public Works ~~and~~ engineering reviews for compliance with local ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance.
D. Participate in Public Works and other Village meetings when requested.
E. Involvement in and planning of Village engineering capital improvement projects.
F. Manage annual MFT contracts/submittals.
G. General on-call engineering consulting services on an as-needed basis.
H. Oversight and management of Village's engineering consultants working on Public Works-related projects.

I. Prepare applications and supporting documents for governmental grants, loans, or advances.

J. Consult with VILLAGE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

K. Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.

L. Provide services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the ENGINEER is party thereto.

M. Upon direction from the Village, perform the services of the Acting Village Engineer – Community Development Department under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, (c) to cover overflow work issues.

2.2 The Village will be relying upon the professional expertise of ENGINEER regarding all Services provided under this Agreement by ENGINEER, and the VILLAGE shall have no independent obligation to verify the accuracy or completeness of ENGINEER's work and Services furnished pursuant to this Agreement.

2.3 The Village reserves the right to remove one or more items in the list of Services above from the scope of ENGINEER's Services in its discretion.

2.4 Phase I, II or III engineering design services will be provided under a separate agreement.

SECTION 3 - [Left Intentionally Blank]

SECTION 4 – ADDITIONAL SERVICES OF ENGINEER

4.1 General. If authorized in writing by VILLAGE and agreed to in writing by ENGINEER, ENGINEER shall furnish Additional Services of the following types which are not considered normal or customary Services under this Agreement and for which ENGINEER will bill separately utilizing the Billing Rate Schedule set forth in Exhibit "A" hereto, unless the parties otherwise agree to different billing rates. The scope of Additional Services may include:

A. Any work not specifically listed in the Services listed above or reasonably implied as a necessary part of the Services.

B. Traffic or parking studies and analysis.
C. Topographic or legal surveys, or construction layout survey services.
D. Geotechnical investigation or report.
E. Engineering surveys, remediation plans, or abatement work.
F. Planning or programming meetings with owner or user groups.
G. Utility location or subsurface utility engineering (S.U.E.)
H. Earth retaining structures, permanent or temporary.
I. Preparation of engineering plans and specifications.
J. Completion of Phase I studies.
K. Phase III resident engineering services (construction oversight).
L. Payment of filing, permit or inspection fees for Any Having Jurisdiction (AHJ).

SECTION 5 - RESPONSIBILITIES OF VILLAGE

VILLAGE shall, within a reasonable time, so as not to delay the services of ENGINEER:

5.1 Provide full information as to VILLAGE's requirements for the SERVICES.

5.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

Furnish ENGINEER available data such as core borings, probings and subsurface explorations, laboratory tests, and inspection reports of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this Agreement. However, this provision shall not obligate the VILLAGE to obtain such data at its own expense when not already available to the VILLAGE.

5.3 Guarantee access to and make all provisions for ENGINEER to enter upon public property and make reasonable efforts to obtain access to and make all provisions for ENGINEER to enter upon private property as required for ENGINEER to perform the Services under this Agreement.

5.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions, when required, pertaining thereto.

5.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for ENGINEER to perform the Services.

5.6 Designate in writing a person or persons to act as VILLAGE's representative(s) with respect to the Services. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define VILLAGE's policies and decisions with respect to materials, equipment, elements and systems to be used in the ENGINEER's furnishing of the Services, and other matters pertinent to the Services covered by this Agreement.

5.7 Give prompt written notice to ENGINEER whenever VILLAGE observes or otherwise becomes aware of any defect in the SERVICES.

5.8 Furnish approvals and permits from all governmental authorities having jurisdiction over projects for which Services are rendered by Engineer, and furnish such approvals and consents from others as may be necessary for completion of the Services for a specific project.

5.9 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

SECTION 6 - TERM

6.1 This Agreement will become effective on June 29, 2020, or upon the date that the last Party signs this Agreement.

6.2 This Agreement shall be valid for an initial term ("Term") of six (6) months from the effective date. The Parties may mutually extend this Agreement for additional terms of six (6) months, or such longer or shorter additional terms to which the Parties may agree ("Additional Terms"). Such extensions for one or more Additional Terms shall be in writing and signed by the Parties, but the approval of such Additional Terms does not require the additional approval by ordinance of the Village of Westmont Board of Trustees.

6.3 Either Party may terminate this Agreement without cause upon no less than sixty (60) days' written notice to the other Party, or such shorter period to which the Parties may mutually agree.

SECTION 7 - PAYMENTS TO ENGINEER

7.1 Compensation. The ENGINEER shall be compensated on an hourly rate basis plus reimbursable expenses based upon the Billing Rate Schedule attached as Exhibit "A" to this Agreement. During the Term, ENGINEER's fees for the Services shall not exceed $50,000.00. ENGINEER shall be compensated for any Additional Services rendered during the Term based upon the Billing Rate Schedule attached as Exhibit "A" to this Agreement, plus reimbursable expenses, unless the Parties otherwise agree to different billing rates. During any Additional Term, the Parties shall mutually agree in advance and in writing upon the compensation to be paid to the ENGINEER.

7.2 Statements. Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the VILLAGE. The statements shall contain sufficient detail to describe the specific nature of the Services provided, the date such specific Services were provided, the time spent on said specific Services on that date, and the classification/billing rate of the employee performing the specific Services. ENGINEER shall not issue invoices for Services that were rendered more than sixty (60) days' prior.

7.3 Payments. Statements are payable by the VILLAGE pursuant to the Local Government Prompt Payment Act. If a portion of ENGINEER'S statement is disputed by VILLAGE, the undisputed portion shall be paid by VILLAGE by the due date. The VILLAGE shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Insurance.

8.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000 Each Accident
Commercial General Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	$1,000,000 Combined Single Limit
Professional Liability:	$1,000,000 per Claim

ENGINEER will provide to VILLAGE certificates as evidence of the specified insurance, and said certificates shall name the VILLAGE as an additional insured.

8.1.2. VILLAGE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for property damage covered by property insurance during and after the completion of ENGINEER'S services.

8.2 Professional Responsibility.

8.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S Services and Additional Services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will diligently and immediately perform at its own cost, and without reimbursement from VILLAGE, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S Services or Additional Services. In the event ENGINEER fails or refuses to correct its errors and omissions as stated above and the VILLAGE is required to correct such errors and omissions in-house or through the use of another engineer, ENGINEER shall be responsible to the VILLAGE for all reasonable costs and expenses incurred by the VILLAGE in making such corrections.

8.2.2. In addition, subject to the limitation stated in Section 8.2.4 below, ENGINEER will be responsible to VILLAGE for damages caused by its negligent and/or willful conduct during its activities on behalf of the VILLAGE.

8.2.3. In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased PROJECT costs, loss of revenue or profit, lost production, claims by customers of VILLAGE, or governmental fines or penalties, except in instances of gross negligence and/or willful and wanton conduct.

8.3 Estimates and Projections. Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items, will not vary from estimates and projections prepared by ENGINEER.

8.4 Changes. VILLAGE shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the VILLAGE and the President or any Vice President of the ENGINEER.

8.5 Suspension of Services. Should VILLAGE fail to fulfill its responsibilities as provided under Section 5 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if VILLAGE fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving fourteen (14) days' written notice to VILLAGE, suspend services under this Agreement until VILLAGE has satisfied VILLAGE's obligations under this Agreement.

8.6 Termination.

8.6.1. Services may be terminated by the VILLAGE or ENGINEER by fourteen (14) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other Party through no fault of the terminating Party. Failure on the part of the VILLAGE to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, VILLAGE shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

8.6.2. In the event of premature termination of this Agreement by the VILLAGE and through no fault of the ENGINEER, the ENGINEER shall be entitled to recover all reasonable costs and expenses incurred to date of termination plus all reasonable costs

incurred to assemble and close its files and documents.

8.6.3 In the event of premature termination of the PROJECT by ENGINEER through no fault of the VILLAGE, the VILLAGE shall be entitled to recover all reasonable costs and expenses incurred to complete ENGINEER's services for the PROJECT, whether performed in-house by the VILLAGE or performed by another engineer.

8.7 [Intentionally deleted]

8.8 Disputes. In the event that a dispute should arise relating to the performance of the Services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses. Venue for any litigation between the Parties shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

8.9 Rights and Benefits. ENGINEER'S Services will be performed solely for the benefit of the VILLAGE and not for the benefit of any other persons or entities.

8.10 Dispute Resolution.

8.10.1 Scope of Paragraph. The procedures of this Paragraph shall apply to any and all disputes between VILLAGE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of VILLAGE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

8.10.2 Exhaustion of Remedies Required. No legal action may be filed unless the Parties first negotiate and , if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 8.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either Party to a court of proper jurisdiction, until the procedures in Paragraphs 8.10.3 and8.10.4 have been complied with, unless the VILLAGE reasonably determines that an emergency to public safety exists requiring immediate action and/or immediate court intervention.

8.10.3 Notice of Dispute.

8.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the Party seeking relief shall serve the other Party with a written

Notice;

8.10.3.2 For disputes arising after the making of final payment, VILLAGE shall give ENGINEER written Notice at the address listed in Paragraph 8.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

8.10.4 Negotiation. Within seven days of receipt of the Notice, the VILLAGE and ENGINEER shall confer in an effort to resolve the dispute.

8.10.5 Mediation. If the VILLAGE and ENGINEER are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties.

8.11 The VILLAGE represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for Services rendered by the ENGINEER.

8.12 [Intentionally deleted]

8.13 Indemnification for Pollution Related Claims. For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, VILLAGE agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of VILLAGE and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work, unless such dispersal, escape or release is caused by ENGINEER, its agents or subcontractors.

8.14 Indemnification.

The VILLAGE agrees to indemnify, protect and hold ENGINEER harmless from and against any and all claims, demands and causes of action by any third party for personal injury, property damage, loss of business or other economic damages arising out of any act, error or omission

caused by the VILLAGE. ENGINEER agrees to indemnify, protect and hold the VILLAGE harmless from and against any and all claims, demands and causes of action by any third party for personal injury, property damage, loss of business or other economic damages arising out of any act, error or omission caused by the ENGINEER performing its Services under this Agreement.

8.15 Computer Models. ENGINEER may use or modify ENGINEER'S proprietary computer models in service of VILLAGE under this Agreement, or ENGINEER may develop computer models during ENGINEER'S service to VILLAGE under this Agreement. Such use, modification, or development by ENGINEER does not constitute a license to VILLAGE to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. VILLAGE and ENGINEER will enter into a separate license agreement if VILLAGE wishes to use ENGINEER'S computer models.

8.16 Reuse of Documents. All documents prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Services, and ENGINEER shall have the ownership and property interest therein. ENGINEER shall provide the VILLAGE with copies of all final reports, drawings, specifications and other final documents prepared by ENGINEER in the course of performing the Services in a format reasonably requested by the Village. However, such documents are not intended or represented to be suitable for reuse by VILLAGE on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at VILLAGE's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and VILLAGE shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by VILLAGE and ENGINEER.

8.17 Electronic Media.

8.17.1 Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for VILLAGE's information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by VILLAGE or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

8.17.2 ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or

incidental or consequential damage. VILLAGE shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that VILLAGE or others may have, or which may arise in the future respecting use of the electronic media.

8.17.3 If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

8.18 Notices. Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

8.19

8.20 VILLAGE:

Public Works Director
Village of Westmont
31 West Quincy Street
Westmont, Illinois 60559

ENGINEER:

Anthony Bryant
Primera Engineers, Ltd.
650 Warrenville Road
Lisle, Illinois 60532

8.19 Successors and Assigns. This Agreement is binding on the Parties and their respective successors, executors, administrators, and assigns. Neither VILLAGE nor ENGINEER shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other.

8.21 Controlling Law. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois without regard to any conflicts of law provisions.

8.22 Entire Agreement. This Agreement represents the entire Agreement between the ENGINEER and VILLAGE relative to the subject matter herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S Services described herein are superseded.

8.23 Independent Contractor. ENGINEER acknowledges that all Services provided to the VILLAGE under this Agreement shall be those of an independent contractor, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship. ENGINEER shall be responsible for making all required deductions, contributions and payments to and for its employees. ENGINEER shall be responsible for controlling the work, hours and methods of work of its employees, agents and contractors under its direction. ENGINEER shall not be entitled to any insurance or other employee benefits from the VILLAGE. ENGINEER shall have no authority to bind the VILLAGE to any agreement, contract or obligation unless expressly consented to in advance by the VILLAGE.

8.24 Confidential Information. In the scope of performing services under this Agreement, ENGINEER or its agents and contractors may come into possession of or receive knowledge or information regarding confidential information of the VILLAGE or third parties seeking engineering and development approvals from the VILLAGE. Such confidential information may include, but is not limited to, architectural plans, engineering plans, processes, formulae, customer lists, marketing information, financial information, legal information, and business practices, whether protected by intellectual property rights or not, which the disclosing party considers confidential, whether or not specifically identified as such. ENGINEER agrees to treat and maintain such confidential information in confidence, shall protect it with the same degree of care which it uses to protect its own confidential information (which shall not be less than

reasonable care), shall not disclose it to any third party and shall use it for the sole purpose of performing under this Agreement. For purposes of this Agreement, confidential information shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of ENGINEER; (b) ENGINEER can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to ENGINEER with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by ENGINEER without reference to the disclosing party's confidential information. ENGINEER may disclose such confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure ENGINEER shall inform the disclosing party of such order if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. ENGINEER's indemnification of the VILLAGE under this Agreement shall include indemnification for damages for any breach of this provision by ENGINEER, including the unauthorized use of any third party's protected intellectual property rights.

8.25 COVID-19 Policies. At all times that this Agreement is in effect, and due to the fact that ENGINEER will have occasions to perform Services at VILLAGE facilities or otherwise in the presence of VILLAGE employees, officials and agents, ENGINEER agrees to strictly follow the following policies of the VILLAGE related to COVID-19:

A. Mandatory Face Covering Memo (4/30/20), as amended from time to time.
B. COVID-19 Positive Test from Employee Memo (8/28/20), as amended from time to time.
C. Protocol for Employee in Close Contact with a Positive COVID-19 Case (8/28/20), as amended from time to time.

Copies of these policies are collectively attached hereto as Exhibit B and incorporated herein.

IN WITNESS WHEREOF, the Village of Westmont and Primera Engineers, Ltd. have each made and executed this Agreement as of the day and year first above written.

PRIMERA ENGINEERS, LTD.:

By:_____

Print Name:_____

Title:_____

VILLAGE OF WESTMONT:

By:_____

Name: Ronald J. Gunter

Title: Mayor

EXHIBIT A

BILLING RATE SCHEDULE

EXHIBIT B

VILLAGE OF WESTMONT COVID-19 POLICIES

CASE NUMBER:	PZC 78-2020
TYPE:	VARIANCES

Board of Trustees Memorandum
September 24, 2020

Board to consider a request from McGrath Lexus of Westmont regarding property located at 500 E. Ogden Avenue., Westmont, IL 60559 for the following:

A. A Zoning Code Variance to exceed the number and location of wall signs for an open sales lot located at 470 East Ogden Avenue, commonly known as 500 East Ogden Avenue, in the B-2 General Business District.
B. A Zoning Code Variance to exceed the aggregate size of all signs for an open sales lot located at 470 East Ogden Avenue, commonly known as 500 East Ogden Avenue, in the B-2 General Business District.

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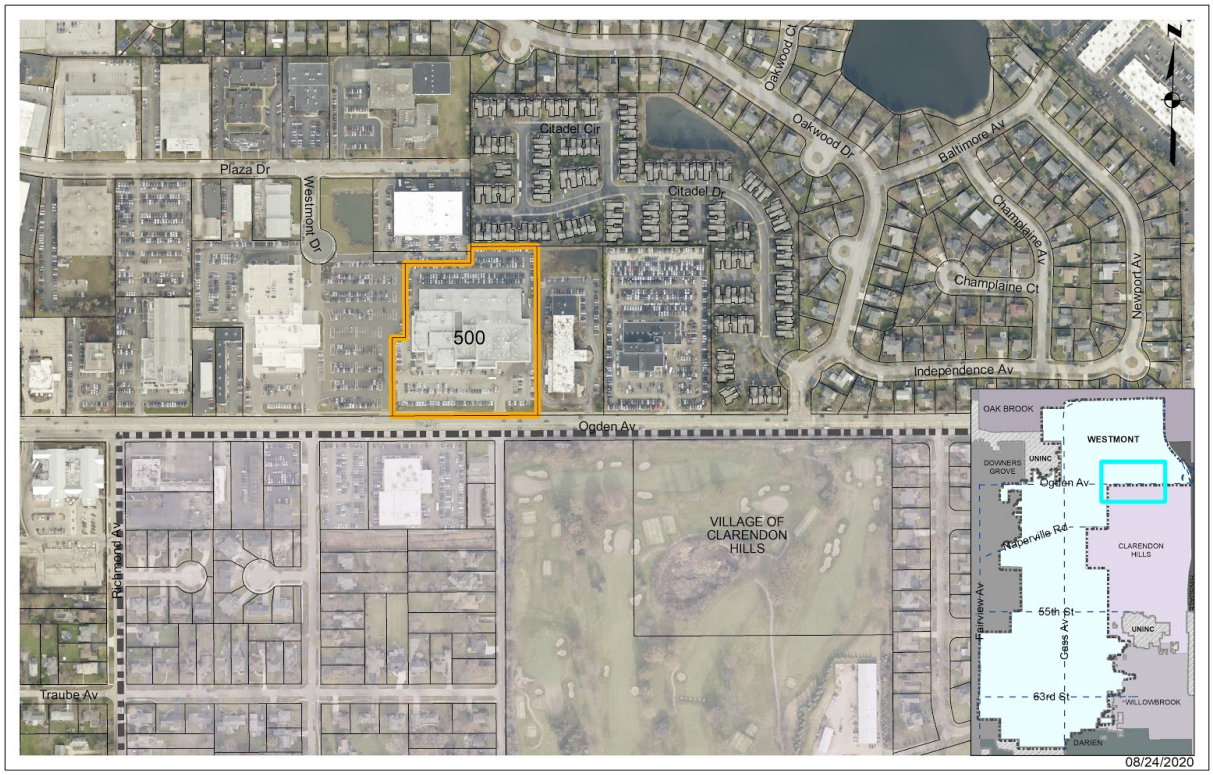
CASE SUMMARY

BACKGROUND OF ITEM

The subject property is located at 500 East Ogden Avenue on the north side of the street, and represents the south limits of a portion of the Village of Westmont, with the Village of Clarendon Hills located directly across the street from the subject property, exhibiting similar commercial uses. The business on the property is owned and operated by McGrath Lexus of Westmont.



500 East Ogden Avenue - Aerial Map

The property is zoned B-2 General Business District and was developed as an automobile dealership, which has been very successful. Properties to the west and east are also zoned B-2, properties to the south are located and zoned for similar uses by the Village of Clarendon Hills. In 2005, the automobile dealership received a variance for rear yard setback to 90' rather than 105'; a Plat of Subdivision to consolidate 2 lots into 1 lot; and Site and Landscaping plan approval.

Recently, a wall sign package was submitted and approved. This package includes a main wall sign centered on the property to replace the sign that was there before the remodel of the facade, currently underway, and located directly over the entrance; and, a sign indicating the Service entrance. A third sign that existed on the property was a Pre-Owned sign. This sign will not be replaced and was not part of the approved sign package to replace the old signs.

Earlier this year, the property began a remodel of the facade, which is nearing completion. This remodel included a design element that projects from the facade frontage, but which nevertheless complies with the zoning requirements. Subsequently, a sign permit package was submitted that included the aforementioned approved and compliant signs, as well as the two additional logo signs. These logo signs are intended to be placed on the projecting facade design element, and are the subject of this variance request. No additional signs, other than these two logo signs, are hereby requested.

The applicant cited two main reasons for the variance request:

1. The low lying nature of the building, which is set approximately six (6) feet below the grade level of the roadway, compared to nearby properties, which are set at 0-4 feet below the grade level of the roadway; and,
2. The deep front yard setback of approximately 156 feet, compared to the 40-130 feet setbacks of adjoining competing properties to the east and west along Ogden Avenue.

Regarding Variance Request #1: The Zoning Code allows only 2 signs on the wall. The request includes 2 additional signs to be located facing west and east, rather than south, as per the orientation of the existing facade.

Regarding Variance Request #2: The entire sign package, including existing remove/replace, and existing ground signs (to remain), plus the additional 2 logo signs mentioned in Variance Request #1, all exceed the allowable aggregate square footage by nearly 301 square feet. Therefore the request is for 301 square feet over the allowable square footage of 274.

ZONING ANALYSIS

Appendix A, Section 11.14 permits buildings to be identified with one sign per street frontage. Further, Section 11.07 (D)(5)(c) stated that *Automobile dealerships may be considered as having an open sales lot use, and, in addition to the maximum number of signs otherwise allowed by this article, may locate or install one additional wall sign in addition to each permitted wall sign; however, all signage must comply with the allowable gross surface area.* For this reason, a main wall sign and a second sign for Service have been approved for permitting.

However, the two logo signs that are proposed to be located on the projecting facade design element are currently not allowed by the sign code. While the property is permitted a square footage of 50% of the lot width, per Section 11.07(D)(5)(a), which in this case would allow a generous aggregate total of approximately 247 square feet for ALL signs, the logos are facing east and west, and constitute wall signs that would be placed on what are effectively perpendicular wall areas.

These would be allowed on corner properties, and in such instances, only one of the two signs would be allowed. However, the subject property is not located on a corner lot, and the logos to be installed constitute a number that would exceed such a scenario, as there are two logo signs that are requested. Therefore, the current Sign Code would not allow the two logo signs to be installed, and as such, the original permit was denied and converted into this variance request.

Note: Sec. 11.06. permits the existing nonconforming ground signs to continue to exist, even though the exceed the number and size permitted by the current code, until such a time as the supporting bases require to be replaced.

AGGREGATE SIGN CALCULATIONS

Sign analysis	Proposed signage square feet
Wall signs: North elevation wall sign (Large) - PERMITTED - Remove and Replacing Existing signs in good repair North elevation wall sign (Small) - PERMITTED - Remove and Replacing Existing signs in good repair	67'x3' = 201 sq. ft. 1'9.5" x 17' = 30.4 sq. ft. Total: 231.40
Total for Remove and Replace Wall Signs (removed Pre-Owned Sign)	231.40 square feet
Ground signs are Existing and Nonconforming: Nonconforming Monument Sign (Large) Nonconforming Monument Sign (Small)	8'10"x8'10" = 17.66 sq. ft. each side (35.32 sq. ft. total) 6'x15' = 90 sq. ft. each side (180 sq. ft. total)
Total for Existing Ground Signs	215.32 square feet
Variance Request Signs: **West elevation wall signs (Logo 1) - VARIANCE** **West elevation wall sign (Logo 2) - VARIANCE**	7'1.25" x 9' = 63.9 sq. ft. 7'1.25" x 9' = 63.9 sq. ft.
Total for PROPOSED Logo Signs:	**Additional Square Footage Requested: 127.80**
Total for EXISTING Signs = (Remove/Replace Existing Wall Signs + Existing Ground Signs)	**Total square feet: 446.72**

Total for ALL Signs = (Remove/Replace Existing Wall Signs + Existing Ground Signs + Additional Logo Signs per Variance Request)	**Total square feet: 574.52**
Maximum allowed per the Sign Code adopted in 2017	**274 square feet for ALL signs**
VARIANCE REQUESTED	**301 Square Feet**

The combined sign area for the four ground signs and four wall signs would equal 574.52 square feet where 274 square feet would be permitted, and therefore the combined size does not meet zoning code requirements and a variance of 301 square feet is requested.

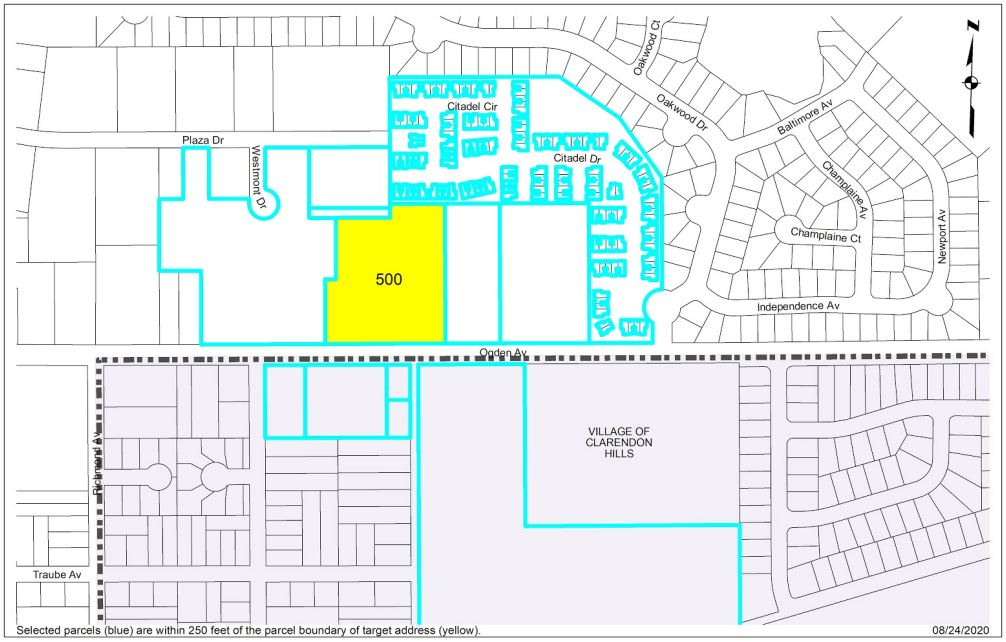
SUMMARY

The petitioner seeks sign variances to allow two perpendicular wall logos, in addition to two pre-existing wall signs and 2 pre-existing ground signs, for a sum total of four wall signs and two ground signs. The proposed signs exceed the number and size of signs allowed in the B-2 General Business District. Therefore, two variances are requested to allow a total of 4 wall signs instead of 2, and a variance to allow a sum total aggregate size to exceed the allowable size by 301 square feet.

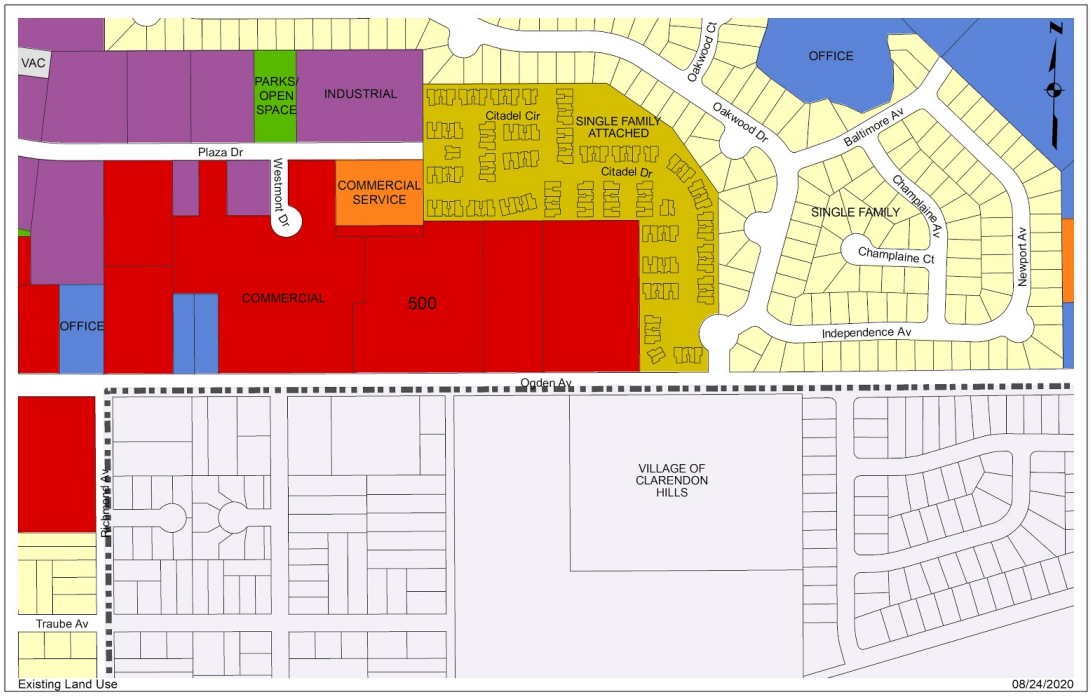
EXHIBITS

1. Site Plan
2. Sign Specifications

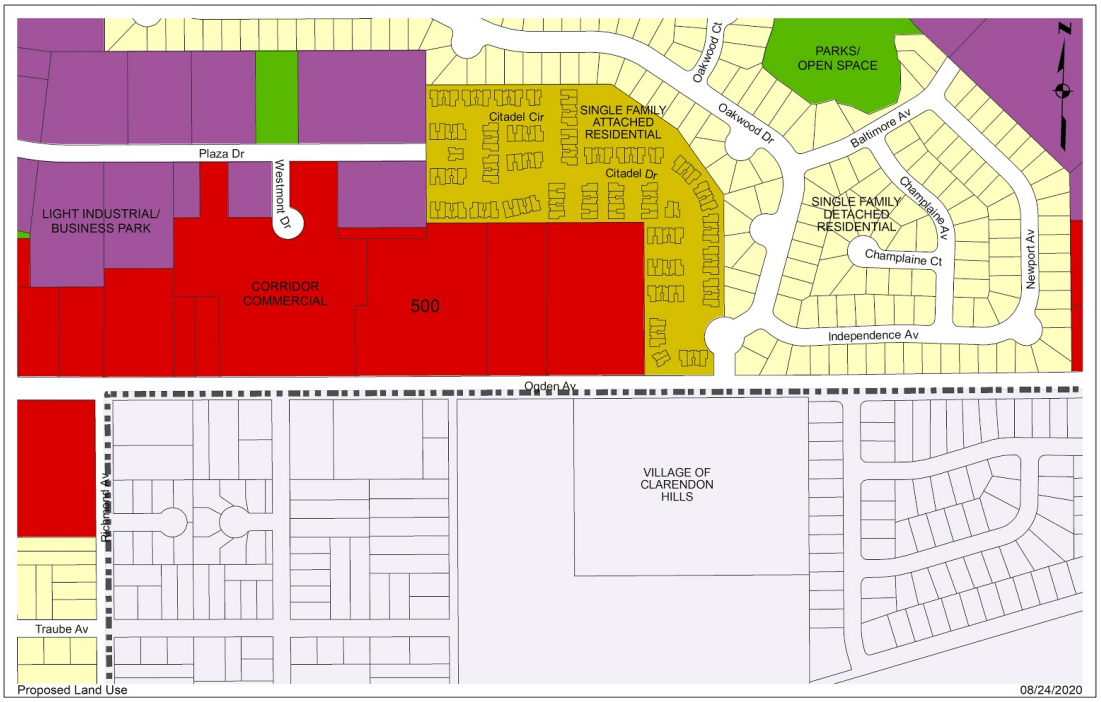
1. MAP SERIES



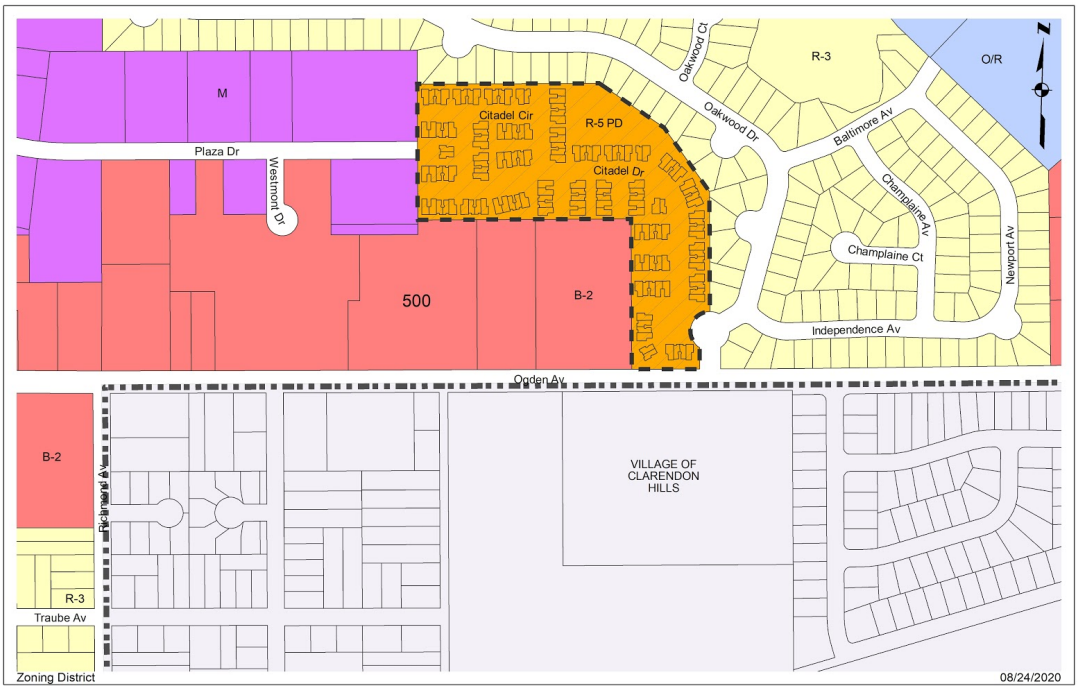
Aerial Image of Subject Property at 500 East Ogden Avenue, showing the notification area.



The Existing Land Use Map shows 500 East Ogden Avenue as "Corridor Commercial" Land Use Designation. The proposed land use will not change with approval of this variance request.



The Proposed Land Use Map (2013) shows the subject property as "Corridor Commercial" Future Land Use Designation, with similar complementary commercial designations directly east and west.



The Zoning Map shows the subject property as a B-2 General Business zoning district, with the Village of Clarendon Hills directly across the street.

2. CONCURRENCY SUMMARY REPORT

Project Name: McGrath Lexus of Westmont - Wall Sign Variance
PZC Case # 78-2020

Report Date: September 24, 2020

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

3. PLANNING COMMISSION FINDINGS OF FACT FOR A VARIANCE REQUEST PZC CASE NO. 78-2020

See attached.

4. PREVIOUS PZC CASES FILES / OTHER APPLICABLE REGULATIONS

PZC Case # 05-090

Variance for rear yard setback to 90' rather than 105'
Plat of Subdivision to consolidate 2 lots into 1 lot
Site and Landscaping plan approval
Final Plat and Revised site plan to eliminate garage
Final Plat of Subdivision

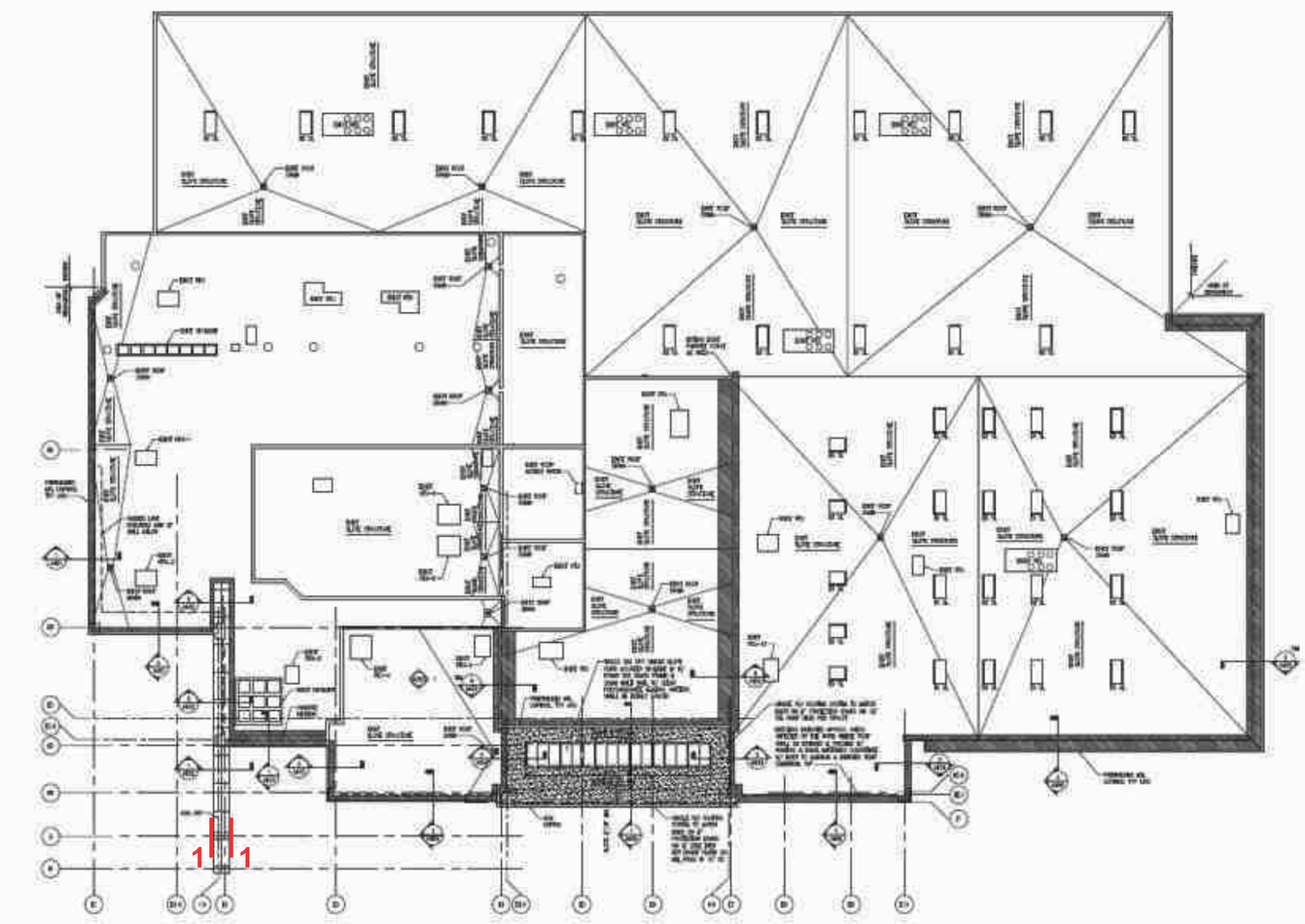
Applicable Ordinances

06-15 Special use permit
06-16 rear yard variance
06-17 site and landscaping plan
06-18 plat of subdivision
06-135 Revised site and landscaping plan
07-109 Final Plat and Plat of Vacation

5. EXHIBITS

See attachments.

Site Plan



South Water Signs

Client	Project Name & Location	Date	SWS WO CODE	Revisions
McGrath Lexus of Westmont	500 E Ogden Ave Westmont, IL	06.19.20	☐ F ☐ E ☐ V ☐ R ☐ C ☐ O ☐ P	07.01.20 JJ 07.21.20 JJ
Customer Approval	Job Number	Drawn By		
	7039286	SJV		

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UL LISTED

MOCK-UP

South Water Signs

Client	Project Name & Location	Date	SWS WO CODE	Revisions
McGrath Lexus of Westmont	500 E Ogden Ave Westmont, IL	06.19.20	☐ F ☐ E ☐ V ☐ R ☐ C ☐ O ☐ P	07.01.20 JJ 07.21.20 JJ
Customer Approval	Job Number	Drawn By		
	7039286	SJV		

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LOGO AT 25'-7 1/8"

South Water Signs

Client	Project Name & Location	Date	SWS WO CODE	Revisions
McGrath Lexus of Westmont	500 E Ogden Ave Westmont, IL	06.19.20	☐ F ☐ E ☐ V ☐ R ☐ C ☐ O ☐ P	07.01.20 JJ 07.21.20 JJ
Customer Approval	Job Number	Drawn By		
	7039286	SJV		

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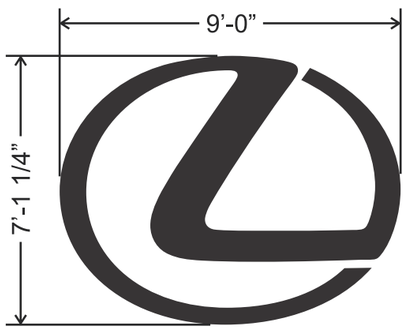
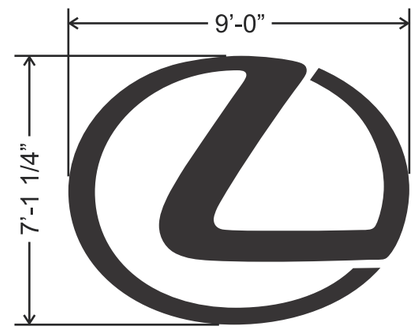
SIGN 1



SQFT = 63.9

Qty: 1

SIGN 1



SQFT = 63.9

Qty: 1

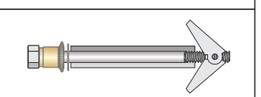
Face Lit Channel Letters
Scale 1/4" = 1'-0"

- Face Lit 5"D fabricated channel Letters
- Std Black Trimcap w/ .040 returns std black coil
- 0.063" Cinched pre-finished white backs
- #2447 White Acrylic faces with a #2074 gray acrylic overlay
- AgiLight Pro 115 White LED illumination, power supplies located remotely
- UL Listed, Dedicated 20 amp Breaker & Disconnect as req.
- Flush mounted to facade with appropriate hardware as necesary

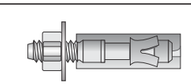
MOUNTING HARDWARE

Lag Screw
☐ Wood & Masonry Applications

Toggle Bolt
☐ Hollow Walls

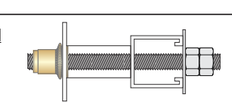


Wedge Anchor
☐ Masonry Applications

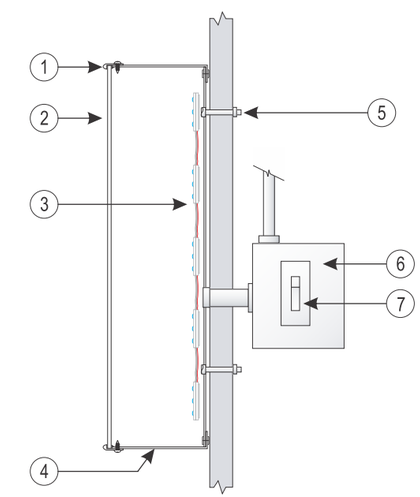


Sleeve Anchor
☐ Masonry Applications

Thru-Bolt w/ U-Channel
☐ Hollow Walls w/ Rear-Access



FACE-LIT CHANNEL LETTERING
LED ILLUMINATION - INDIVIDUAL MOUNT



1) TRIM CAP W/ RETAINING SCREW
2) 3/16" PLEX FACE
3) LED ILLUMINATION (AGILIGHT / SLOAN / SYLVANIA)
4) ALUMINUM .063" BACKS / .040" RETURN
5) MOUNTING HARDWARE
6) OSRAM POWER SUPPLIES / GENERAL LED / ADVANCE
7) DISCONNECT/TOGGLE SWITCH

General Notes
120V/277V Class 2 Self Adjusting Power Supply
60W 12V Single Phase, installed per NEC code book
All wiring bonded and grounded

UL LISTED

South Water Signs

Client	Project Name & Location	Date	SWS WO CODE	Revisions
McGrath Lexus of Westmont	500 E Ogden Ave Westmont, IL	06.19.20	☐ F ☐ E ☐ V ☐ R ☐ C ☐ O ☐ P	07.01.20 JJ 07.21.20 JJ
Customer Approval	Job Number	Drawn By		
	7039286	SJV		

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UL LISTED

CASE NUMBER:	PZC 77-2020
TYPE:	MULTIPLE

Board of Trustees Memorandum September 24, 2020

Item for Board Consideration:

Board to consider an ordinance to allow the Village of Westmont to construct a municipal parking lot on properties located at 25, 29 and 33 North Lincoln Street, Westmont for the following:

A. A Preliminary Plat of Consolidation to consolidate three lots at 25, 29 and 33 North Lincoln Street located in the R-3 Single Family Detached Residential District;
B. A Special Use Permit to allow the construction of a publicly-owned parking lot in the R-3 Single Family Detached Residential District to serve adjoining and nearby business districts;
C. A Preliminary Site and Landscape Plan for the construction of a publicly-owned parking lot in the R-3 Single Family Detached Residential District; and
D. A Zoning Code Variance to allow parking in the front yard, side yard, and in front of the setback line.
E. **Waiver request**: A waiver from the Westmont Engineering Standards for stall size is requested.

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1. SUMMARY

SECTION ONE: BACKGROUND

The Village of Westmont is proposing to construct a municipal-parking lot on the properties located at 25, 29, and 33 North Lincoln Street. The proposed parking lot requires multiple platting and zoning approvals, as described in this report. The proposed parking lot will be located on the east side of Lincoln and south of Irving. The lots are zoned R-3 residential and are owned by the Village.

The Village hired Thomas Engineering Group LLC to prepare plans for the proposed municipal parking lot. The Village's goal is to expand the availability of public parking for the downtown, particularly given the possibility that existing municipal parking at 1 North Cass may be eliminated due to proposed development at that site.

Multiple approvals are required, including a plat of consolidation; a special use permit for an accessory parking lot; a site and landscape plan; and one variance. All other codes of the Village of Westmont are required to be adhered to. A waiver from the Westmont Engineering Standards for stall size is requested, from 10'x20' to the proposed 9'x18' and 9.5'x18'. The proposal is consistent with the codes and ordinances reviewed and with the Comprehensive Plan.

Existing Zoning:
R-3 Single Family Detached Residence District. No zoning change is proposed.

Existing Land Use:
Vacant lots.

Proposed Land Use:
Municipal parking lot on three consolidated residential lots for contiguous lots in the B-1 District to the east, for which a variance and Special Use permits have been applied for. The transition use proposed is consistent with the overall goals of the Comprehensive Plan.

Surrounding Zoning--See Attached Zoning Map

- To the North: R-3
- To the South: R-3 immediately to the south, B-1 south of the alley
- To the East: B-1
- To the West: R-3

Surrounding Land Uses

- To the North: An existing surface parking lot, privately owned, that serves a house of worship at the southwest corner of Lincoln and Irving.
- To the South: Existing single family residential homes.
- To the East: Commercial uses, across the alley and fronting onto Cass Avenue.
- To the West: Residential properties and one house of worship, across Lincoln Street.

Comprehensive Plan:

The subject property is part of the Residential Areas Plan in the Comprehensive Plan because it is located within a 10-minute walk from the Westmont Metra station. The subject lot is shown on this "area plan" as a single family detached residential. A Special Use for a parking lot at this location will not preclude future redevelopment of the site as single family detached residential, as the parking lot does not call for a commercial structure to be built on the site. The proposed lot also provides for preservation of any heritage trees that might be found on the site, as well as landscaping and buffering that is compatible with single family residential neighborhoods. This property is suitable for a transitional use to a "prominent commercial development" for an area containing a significant number of local retailers that benefit from the location of the proposed parking lot. The plan calls for increased accessibility on foot or on bicycle from the surrounding neighborhoods. For this reason, pedestrian access to the proposed parking lot, from the alley and sidewalks, is a suitable goal and is supported by the goals outlined in the Comprehensive Plan.

The proposed municipal parking lot is consistent with the goals and objectives of the Comprehensive Plan. Specifically:

- *Sixty (60) percent of the parking is essentially reserved for specific uses as it is privately owned and not available for general public use, only individual businesses. It is generally recommended that a community control at least 50 percent of its parking in a downtown as it allows the municipality to manage allocation, demand fluctuations, pricing, enforcement, and allows shared parking. The study recommends the Village consider increasing the amount of Village-owned parking by acquiring existing private lots for transition to public parking.* (Chapter 11, Page No. 138).
- *Improve the appearance of the surface parking lots along the Village's commercial corridors with landscaped islands, trees, and perimeter landscaping and screening* (Commercial Areas Plan, Page No. 67).

SECTION TWO: REQUESTED ACTIONS:

1. **Plat of Consolidation.**
   The three existing platted lots must be consolidated into one single lot, to prevent the proposed improvement--a parking lot--from crossing-over lot lines in violation of setback and other requirements. Once the preliminary plat is approved, a final plat will be prepared. (Note: Village of Westmont procedures require the preliminary plat to be reviewed by the Planning and Zoning Commission, but once ready--the final plat will go directly to the Village Board.)

2. **Special Use Permit.**
   Zoning Ordinance Section 6.02(B)(6) states that in the R-3 zoning district, a parking lot such as the one proposed is only allowed as a special use and therefore a special use permit is required. Please refer to Attachment #4 for the standards that must be used when evaluating a proposed special use permit.

   In addition to the general requirements that apply to all special use permit requests (See Attachment #4), the zoning code Section 6.02(B)(6) "Special Condition Number 1" specifies the following additional requirements specifically for a parking lot such as the one being proposed:

   (1) Such lot must be contiguous to a lot in a business district;

(2) A dense landscape screen must be provided along all exterior lines adjoining a residence district; and
(3) The front yard required in the residence district must be maintained and landscaped with grass, shrubs, and trees.

The Planning and Zoning Commission should verify to its satisfaction that these requirements have been satisfied.

3. <u>Site and Landscape Plan</u>

The Site and Landscape Plan showing the configuration of the proposed municipal parking lot is attached for your review.

Zoning and Site Plan: Because the proposed parking lot is intended to provide additional public parking in the Village's downtown, there is no 'minimum' amount of parking that is required. The proposed parking lot will create 61 parking stalls in our downtown, including 4 handicap accessible stalls. The Village will install dense landscaping between the parking lot and the existing residence to the south and along the frontage of Lincoln Street. Any remaining front yard required will be maintained and landscaped with grass, shrubs and trees.

Community Development staff and our consultant engineer have reviewed the parking lot lay-out and determined that it meets all but one applicable zoning requirements for parking lots, such as aisle widths, parking stall dimensions, set-backs, etc. The one design feature that does *not* meet Village requirements will require a variance as outlined below.

Signage: No signage is proposed at this time. Any signage will require permits.

Lighting: Photometric plans submitted during the permitting stage need to show "0" lighting at the lot lines. The proposed light fixtures must be consistent with this requirement, and the photometric plans will be verified at permitting.

Access: Proposed access to the new parking lot will be provided from one access point along North Lincoln Street, to the west. There will be no access proposed for automobile traffic from the parking lot to the north at this time, although there will be ready access to the lot from the alley to the east. Pedestrian and bicycle access will also be allowed from the alley for residents who travel on foot or bicycle throughout downtown.

Landscaping: As with all development proposals that are presented to the Planning and Zoning Commission, Community Development staff have had a professional landscape consultant review the proposed landscape plan for compliance with Village landscaping requirements. All required landscaping is provided unless identified below under 'Variances'.

Heritage Trees: A tree survey will be provided along with a tree preservation plan and a Landscape Plan. The Village Forester has reviewed the plans in relation to the Heritage Tree Ordinance.

Stormwater Management: As with all development proposals that are presented to the Planning and Zoning Commission--the Village's engineer has performed a preliminary review of this

proposal for compliance with stormwater management requirements. The parking lot will meet all stormwater management requirements, which means that it will not increase the amount of water that runs off the site. Final stormwater management design and engineering will be completed during permitting if/after the required platting and zoning entitlements are approved.

Variance

One variances is requested:

A. Yard and set-back variances to allow parking in the front yard, side yard, and in front of the setback line, as described below;

Please refer to Attachment #4 for the standards that must be used when evaluating a proposed Variance.

A. Yard and set-back variances are requested for the following:

Per Appendix A, Article X, Section 10.06(G):0
In yards. Off-street parking spaces, including vehicles displayed in connection with the operation of a new or used car dealership, open to the sky, may be located in any yard except a front yard, a side yard adjoining a street, or in front of any setback (building) line established by code or recorded plat of subdivision. An exception shall be that in single-family residence districts the parking of vehicles which are otherwise permitted in the district is permitted in the front yard in a private residential driveway.
If granted, this variance will also apply as a variance to Section 6.02(B)(6) related to the Special Use special conditions #3, cited in the Special Use Permit section in this report, specifically*:*

(3) The front yard required in the residence district must be maintained and landscaped with grass, shrubs, and trees.

SECTION THREE: LEGAL

Notification: *Westmont Village codes require variances and special use permits 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 August 20, 2020; a public hearing notice sign was placed on the subject property on August 25, 2020; and mailed notices were postmarked on August 28, 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 September 24, 2020, subject to any revisions that might be requested by the Planning and Zoning Commission to bring the proposal up to all other Village Codes.*

Code Reference: *Village Code Sections 13.07 and 13.09 specify the requirements to follow for Special Use Permit and Variance requests, respectively. Village Code Appendix B, Article III, Section 3.01 specifies the requirements for preliminary plats.*

EXHIBITS

1. Architectural Plans and Construction Exhibits dated May 11, 2020.
    a. Site and Landscape Plan Sheets
    b. Preliminary Plat of Consolidation

2. MAP SERIES

Aerial Image of Subject Properties at 25-33 North Lincoln Street showing the notification area.

The Existing Land Use Map shows 25-33 North Lincoln Street as "Single Family Detached Residential" Designation. The proposed use of an off-site commercial parking lot is compatible with the properties to the North (existing parking lot) and East (commercial properties along North Cass Avenue).

The Proposed Land Use Map (2013) shows the subject properties as single family residential, and commercial designations directly to the east and further south.

The Zoning Map shows the subject property as R-3 Single Family Detached Residence District, and surrounded to the north and south by the same zoning district, but to the east and south by B-1 Limited Business District, consistent with the proposed transitional use.

3. CONCURRENCY SUMMARY REPORT

Project Name: VOW Public Off-Site Parking Lot - PZC Case # 77-2020

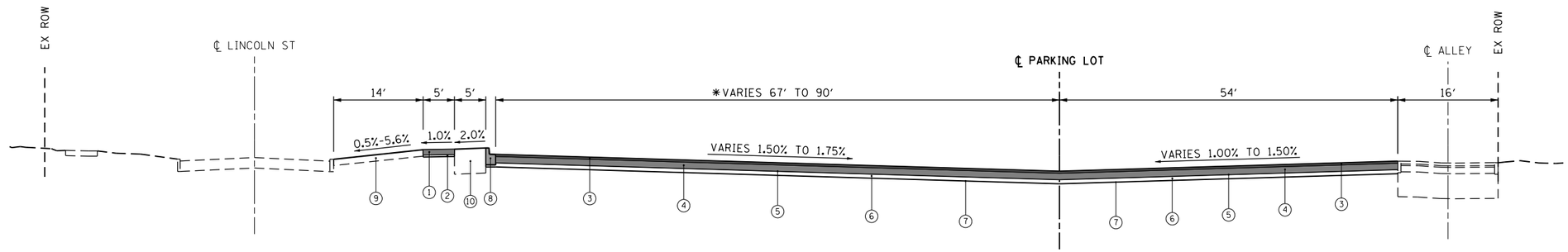
Report Date: September 24, 2020

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

4. PLANNING COMMISSION FINDINGS OF FACT FOR SPECIAL USE PERMIT AND VARIANCE REQUESTS FOR PZC CASE NO. 77-2020

See attached.

5. EXHIBITS FOR ORDINANCE SUPPLEMENTATION

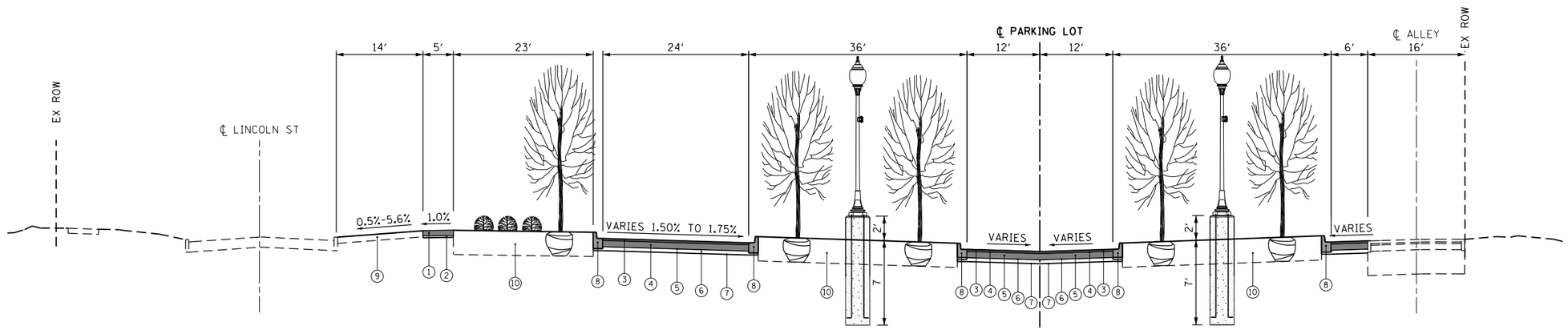


NOTE

*FROM 12+08 TO 12+31 THE PAVEMENT WIDTH REDUCES FROM 90′ TO 67′

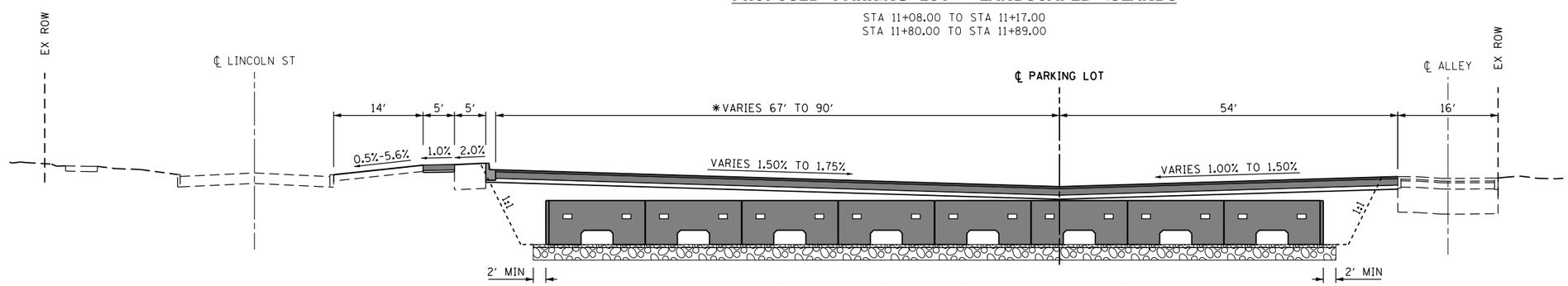
PROPOSED PARKING LOT – TYPICAL SECTION

STA 10+66.00 TO STA 11+08.00
STA 11+17.00 TO STA 11+80.00
STA 11+89.00 TO STA 12+31.00



PROPOSED PARKING LOT – LANDSCAPED ISLANDS

STA 11+08.00 TO STA 11+17.00
STA 11+80.00 TO STA 11+89.00



PROPOSED PARKING LOT – UNDERGROUND DETENTION SYSTEM

STA 10+78.21 TO STA 12+19.06
SYSTEM WIDTH AND LENGTH VARIES
REFER TO UNDERGROUND DETENTION DETAILS FOR LAYOUT AND DIMENSIONS

NOTES

1. GEOTECHNICAL FABRIC FOR GROUND STABILIZATION IS PLACED BENEATH SUBBASE GRANULAR MATERIAL TYPE B 4″.
2. BITUMINOUS MATERIALS (PRIME COAT) IS PLACED BETWEEN HMA BASE COURSE, 6″ AND SUBBASE GRANULAR MATERIAL TYPE B 4″.
3. SEE GRADING PLAN AND CROSS SECTIONS FOR GRADING INFORMATION.
4. REFER TO GEOMETRIC LAYOUT PLAN FOR LOCATIONS OF NORMAL AND REVERSE PITCHED CONCRETE CURB AND GUTTER.

PROPOSED LEGEND

1. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH
2. SUBBASE GRANULAR MATERIAL, TYPE B 2″
3. HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX ″C″, N50, 2″
4. HOT-MIX ASPHALT BASE COURSE, 6″
5. BITUMINOUS MATERIALS (PRIME COAT)
6. SUBBASE GRANULAR MATERIAL, TYPE B 4″
7. GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
8. COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12
9. TOPSOIL FURNISH AND PLACE, 6″
10. PLANTING SOIL MIX FURNISH AND PLACE, 24″

DRAWN BY	VJM	DATE	05/11/2020
CHECKED BY	NJO	SCALE	N.T.S.

REVISIONS

NO.	DATE	DESCRIPTION

thomas engineering group
service at the highest grade®
thomas engineering group, llc
55 w. 22nd street
suite 300
lombard, il 60148
phone: 855-533-1700

VILLAGE OF WESTMONT
CBD PARKING LOT CONSTRUCTION

TYPICAL SECTIONS

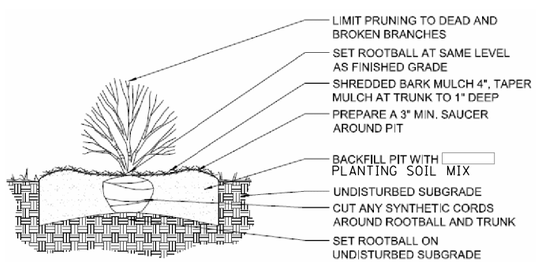
DRAWING NO.

LANDSCAPING SCHEDULE

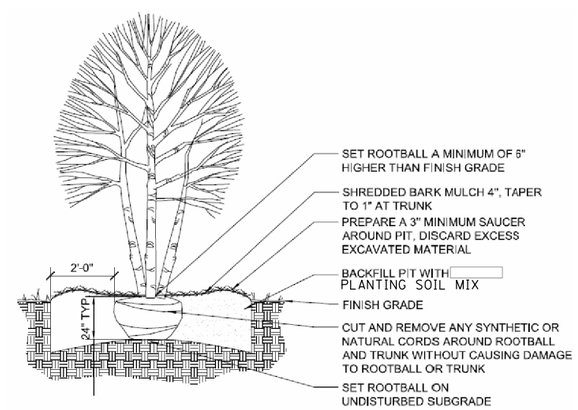
BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY
DECIDUOUS TREES				
Celtis occidentalis	Common Hackberry	3" Caliper Balled and Burlapped	As Shown	2
Cercis canadensis	Eastern Redbud	6' Height, Clump Form, Balled and Burlapped	As Shown	4
Plantanus x acerifolia 'Morton Circle'	Exclamation London Planetree	3" Caliper Balled and Burlapped	As Shown	3
Carpinus caroliniana 'J.N. Upright'	Firespire American Hornbeam	3" Caliper Balled and Burlapped	As Shown	2
Cornus mas 'Golden Glory'	Golden Glory Cornelian Cherry Dogwood	6' Height, Clump Form, Balled and Burlapped	As Shown	4
Ulmus americana 'Jefferson'	Jefferson American Elm	3" Caliper Balled and Burlapped	As Shown	2
Gymnocladus dioicus	Kentucky Coffee Tree	3" Caliper Balled and Burlapped	As Shown	1
Acer freemanii 'Marmo'	Marmo Freeman Maple	3" Caliper Balled and Burlapped	As Shown	1
Catalpa speciosa	Northern Catalpa	3" Caliper Balled and Burlapped	As Shown	1
Quercus rubra	Northern Red Oak	3" Caliper Balled and Burlapped	As Shown	1
Malus 'Prairifire'	Prairifire Crabapple	6' Height, Clump Form, Balled and Burlapped	As Shown	2
Quercus x "Scarlet Letter'	Scarlet Letter Oak	3" Caliper Balled and Burlapped	As Shown	3
Heptacodium miconioides 'Temple of Bloom'	Seven-son Flower	6' Height Balled and Burlapped	As Shown	2
Amelanchier canadensis	Shadblow Serviceberry	6' Height, Clump Form, Balled and Burlapped	As Shown	2
Acer 'miyabei 'Morton'	State Street Miyabe Maple	3" Caliper Balled and Burlapped	As Shown	2
Ulmus 'Morton Glossy'	Triumph Elm	3" Caliper Balled and Burlapped	As Shown	2
CONIFEROUS TREES				
Thuja ocidentalis 'Brabant'	Brabant Northern White Cedar	6' Height Balled and Burlapped	4' O.C. Spacing	11
DECIDUOUS SHRUBS				
Spiraea japonica 'Minspi'	Minspi Spirea	24" Height Balled and Burlapped	3' O.C. Spacing	24
Diervilla rivularis ' SMNDRSF'	Kodiak Black Bush-Honeysuckle	24" Height Container Grown	5' O.C. Spacing	14
Ilex verticillata 'FarrowBPop"	Berry Poppins Winterberry	24" Height Container Grown	5' O.C. Spacing	5
Ilex verticillata 'FarrowMrP"	Mr. Poppins Winterberry	24" Height Container Grown	5' O.C. Spacing	5
PERENNIALS, ORNAMENTALS				
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	2 Gallon Container Grown	24" O.C. Spacing	32
Imperata cylindrica 'Red Baron'	Japanese Blood Grass	2 Gallon Container Grown	24" O.C. Spacing	30
Panicum virgatum 'Prairie Winds Cheyenne Sky'	Cheyenne Sky Red Switch Grass	2 Gallon Container Grown	24" O.C. Spacing	15
Carex pensylvanica	Pennsylvania Sedge	1 Gallon Container Grown	18" O.C. Spacing	110
Festuca glauca 'Blaufuchs'	Blue Fescue Grass	1 Gallon Container Grown	18" O.C. Spacing	18
Hylotelephium 'Herbstfreude'	Autumn Joy Sedum	1 Gallon Container Grown	24" O.C. Spacing	38
Rudbeckia fulgida	Black-eyed Susans (Perennial)	1 Gallon Container Grown	24" O.C. Spacing	68
Perovskia atriplicifolia 'Lacey Blue'	Russian Sage	1 Gallon Container Grown	30" O.C. Spacing	41
Salvia verticillata 'Purple Rain'	Purple Rain Salvia	1 Gallon Container Grown	18" O.C. Spacing	16
Salvia x sylvestris 'Pink Delight'	Pink Delight Salvia	1 Gallon Container Grown	18" O.C. Spacing	17
Salvia x sylvestris 'Rose Queen'	Rose Queen Salvia	1 Gallon Container Grown	18" O.C. Spacing	17
Salvia x sylvestris 'Blue Queen'	Blue Queen Salvia	1 Gallon Container Grown	18" O.C. Spacing	16
Salvia nemorosa 'Rosenwein'	Rose Wine Salvia	1 Gallon Container Grown	18" O.C. Spacing	16
Salvia nemorosa 'Violet Riot'	Violet Riot Salvia	1 Gallon Container Grown	18" O.C. Spacing	16
GROUNDCOVERS				
Iberis sempervirens 'Little Gem'	Little Gem Evergreen Candytuft	Quart Container Grown	18" O.C. Spacing	56
Iberis sempervirens 'Pink Ice'	Pink Ice Evergreen Candytuft	Quart Container Grown	18" O.C. Spacing	28

LANDSCAPING NOTES

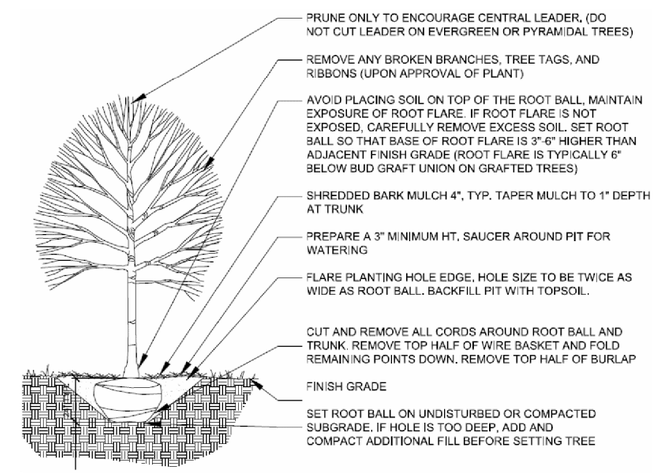
1. THE CONTRACTOR SHALL COORDINATE THE PLANTING, LANDSCAPING AND RESTORATION WORK WITH WORK BY THE GRADING CONTRACTOR AND OTHER UTILITY CONTRACTORS. THE RESTORATION AND PLANTING WORK SHALL BE COMPLETED AS DIRECTED BY THE ENGINEER, NOTWITHSTANDING THE PLANTING RESTRICTIONS AS DESCRIBED IN THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS.
2. ALL PLANT MATERIAL NOT PLANTED ACCORDING TO THE SPECIFIED SEASONAL DATE SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM THE ENGINEER. FAILURE TO SECURE SUCH APPROVAL WILL RESULT IN THE REJECTION OF THE PLANT MATERIAL AND THE REPLACEMENT SHALL BE AT NO ADDITIONAL COST TO THE CONTRACT.
3. ALL WORK SHALL BE IN ACCORDANCE WITH SECTIONS 253 AND 254 OF THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS AND THE DETAILS SHOWN ON THE PLANS. THE CONTRACTOR SHALL FURNISH THE INITIAL WATERING AND ALL ADDITIONAL WATERING DURING THE PERIOD OF ESTABLISHMENT, WHICH SHALL BE DEFINED AS ONE YEAR FROM TIME OF INITIAL PLANTING.
4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTH OF ANY UNDERGROUND UTILITIES PRIOR TO EXCAVATION OR CONSTRUCTION.
5. IF CERTAIN PLANT SPECIES AND/OR SIZES ARE NOT READILY AVAILABLE TO THE CONTRACTOR AT THE TIME OF INSTALLATION, THE ENGINEER MUST REVIEW AND APPROVE ALTERNATIVES BEFORE INSTALLATION. APPROVAL MAY RESULT IN A CHANGE IN OVERALL LANDSCAPE VALUE, THUS, CHANGING THE PAYMENT AMOUNT.
6. IF DESIRED, THE VILLAGE FORESTER SHALL BE ALLOWED TO TAG SPECIFIC TREES AT THE SELECTED NURSEY PRIOR TO DELIVERY. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND VILLAGE FORESTER TO DETERMINE THE TIME AND LOCATION.
7. THE CONTRACTOR SHALL FOLLOW THE PLANTING PLANS AND MAY ADJUST LOCATIONS TO FIT FIELD CONDITIONS, BUT SHALL NOT INSTALL TREES DIRECTLY ABOVE ANY MAJOR DRAINAGE FEATURES OR TRUNK LINES.
8. THE VILLAGE FORESTER SHALL DETERMINE AND MARK LOCATIONS OF ALL PARKWAY TREES PRIOR TO INSTALLATION.
9. THE CONTRACTOR SHALL SCHEDULE PLANT MATERIAL TO KEEP UP WITH THE PLANTING OPERATION. IF PLANTINGS ARE NOT PLANTED IMMEDIATELY AFTER DELIVERY TO THE JOB SITE, THE CONTRACTOR SHALL HARBOR THE PLANTINGS AS DESCRIBED IN ARTICLE 253.06 OF THE STANDARD SPECIFICATIONS FOR TEMPORARY STORAGE.
10. NITROGEN, PHOSPHORUS, AND POTASSIUM FERTILIZER NUTRIENTS SHALL BE APPLIED IN ALL SEEDED AREAS PER SECTION 250.04 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
11. ALL TOPSOIL STRIPPED SHALL BE STOCKPILED, SORTED, AND REUSED FOR THE PROPOSED LANDSCAPING IMPROVEMENTS. THROUGHOUT THE PROJECT LIMITS, PROPOSED TOPSOIL SHALL BE 6'' DEPTH.



SHRUB PLANTING



ORNAMENTAL TREE PLANTING



SHADE TREE PLANTING

DRAWN BY	VJM	DATE	05/11/2020
CHECKED BY	NJO	SCALE	N.T.S.

REVISIONS

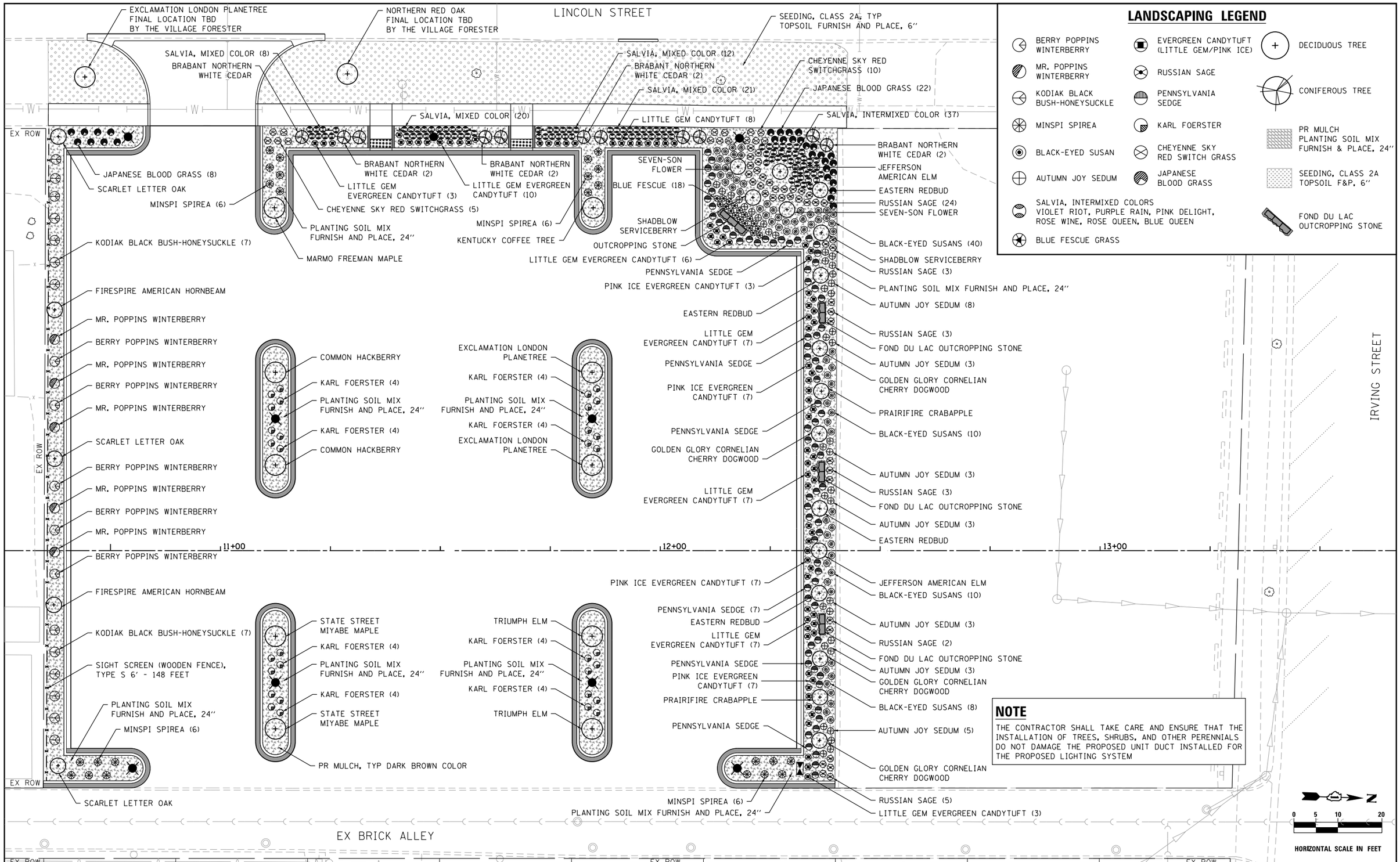
NO.	DATE	DESCRIPTION

thomas engineering group, llc
55 w. 22nd street
suite 300
lombard, il 60148
phone: 855-533-1700

VILLAGE OF WESTMONT
CBD PARKING LOT CONSTRUCTION

LANDSCAPING NOTES AND DETAILS

DRAWING NO.



DRAWN BY	VJM	DATE	05/11/2020
CHECKED BY	NJO	SCALE	1'=10'

REVISIONS

NO.	DATE	DESCRIPTION

thomas engineering group
service at the highest grade

thomas engineering group, llc
55 w. 22nd street
suite 300
lombard, il 60148
phone: 855-533-1700

VILLAGE OF WESTMONT
CBD PARKING LOT CONSTRUCTION

LANDSCAPING PLAN

DRAWING NO.
32 OF 48

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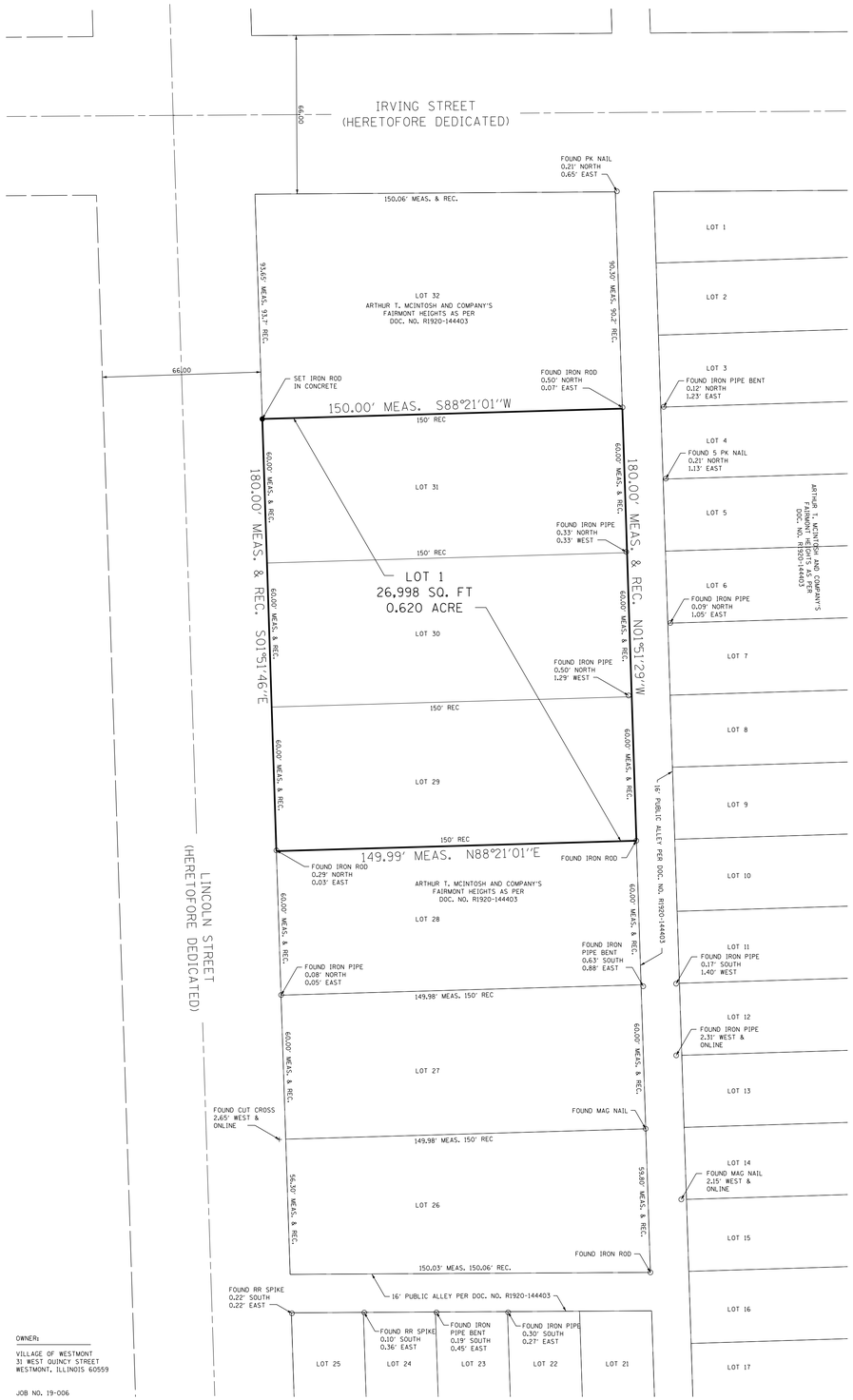
lombard, il 60148
phone: 855-533-1700

WESTMONT PARKING LOT PLAT OF CONSOLIDATION

BEING A SUBDIVISION OF LOTS 29, 30, AND 31 IN BLOCK 12 IN ARTHUR T. MCINTOSH AND COMPANY'S FAIRMONT HEIGHTS IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



OWNER:

VILLAGE OF WESTMONT
31 WEST QUINCY STREET
WESTMONT, ILLINOIS 60559

JOB NO. 19-006

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

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

_____
SCHOOL DISTRICT NAME AND ADDRESS

_____
(SCHOOL DISTRICT NAME AND ADDRESS)

_____
(SCHOOL DISTRICT NAME AND ADDRESS)

DATED AT_____, ILLINOIS, THIS_____DAY OF_____,_____.

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

NOTARY PUBLIC

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I,_____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND

STATE AFORESAID, DO HEREBY CERTIFY THAT_____

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____DAY OF_____,

IN THE YEAR_____.

_____ _____
NOTARY PUBLIC COMMISSION EXPIRES

CERTIFICATE OF PLANNING & ZONING COMMISSION

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I,_____, CHAIRMAN OF THE VILLAGE OF WESTMONT

PLANNING & ZONING COMMISSION, CERTIFY THAT ON THE _____ DAY OF

_____, _____, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY

THE PLANNING AND ZONING COMMISSION.

_____ ATTEST:_____
CHAIRMAN SECRETARY

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I,_____, EXECUTIVE DIRECTOR FOR THE

_____DISTRICT, DO HEREBY CERTIFY THAT THERE

ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT_____, ILLINOIS, THIS DAY OF _____, _____.

_____
EXECUTIVE DIRECTOR

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

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

ITS MEETING HELD ON _____, _____ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

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

WESTMONT, ILLINOIS, THIS_____DAY OF_____,_____.

_____
VILLAGE CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

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

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS, THIS_____DAY

OF_____,_____.

VILLAGE ENGINEER

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

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

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS, THIS_____DAY

OF_____,_____.

_____
VILLAGE ENGINEER

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I,_____, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, AT WHEATON, ILLINOIS

THIS_____DAY OF_____,_____.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS INSTRUMENT_____WAS FILED FOR RECORD IN THE RECORDER'S

OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID ON THE_____DAY

OF_____,_____, AT_____O'CLOCK____.M., AND WAS

RECORDED IN BOOK_____OF PLATS ON PAGE_____.

_____
RECORDER

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

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

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, CHRISTOPHER DEYOUNG, REGISTERED LAND SURVEYOR NO. 035.003817 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 29, 30, AND 31 IN BLOCK 12 IN ARTHUR T. MCINTOSH AND COMPANY'S FAIRMONT HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED SEPTEMBER 22, 1920 AS DOCUMENT NUMBER R1920-144403, IN DUPAGE COUNTY, ILLINOIS.

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

I, FURTHER CERTIFY THAT THE PROPERTY IS SITUATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY FLOOD INSURANCE RATE MAP, PER MAP NO. 17043C0186J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

I FURTHER STATE THAT I HAVE MADE NO INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP, OR TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE, AS A PART OF THIS SURVEY, BUT HAVE RELIED UPON THE MATERIALS AND REPRESENTATIONS SUPPLIED TO ME BY THE OWNERS REPRESENTATIVE, AND THAT CURRENT TITLE COMMITMENT WAS NOT FURNISHED TO ME AS A PART OF THIS SURVEY.

DATED THIS 15TH DAY OF MAY, A.D., 2020.

DRAFT
_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817
LICENSE EXPIRES: NOVEMBER 30, 2020

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

N

SCALE: 1" = 30'

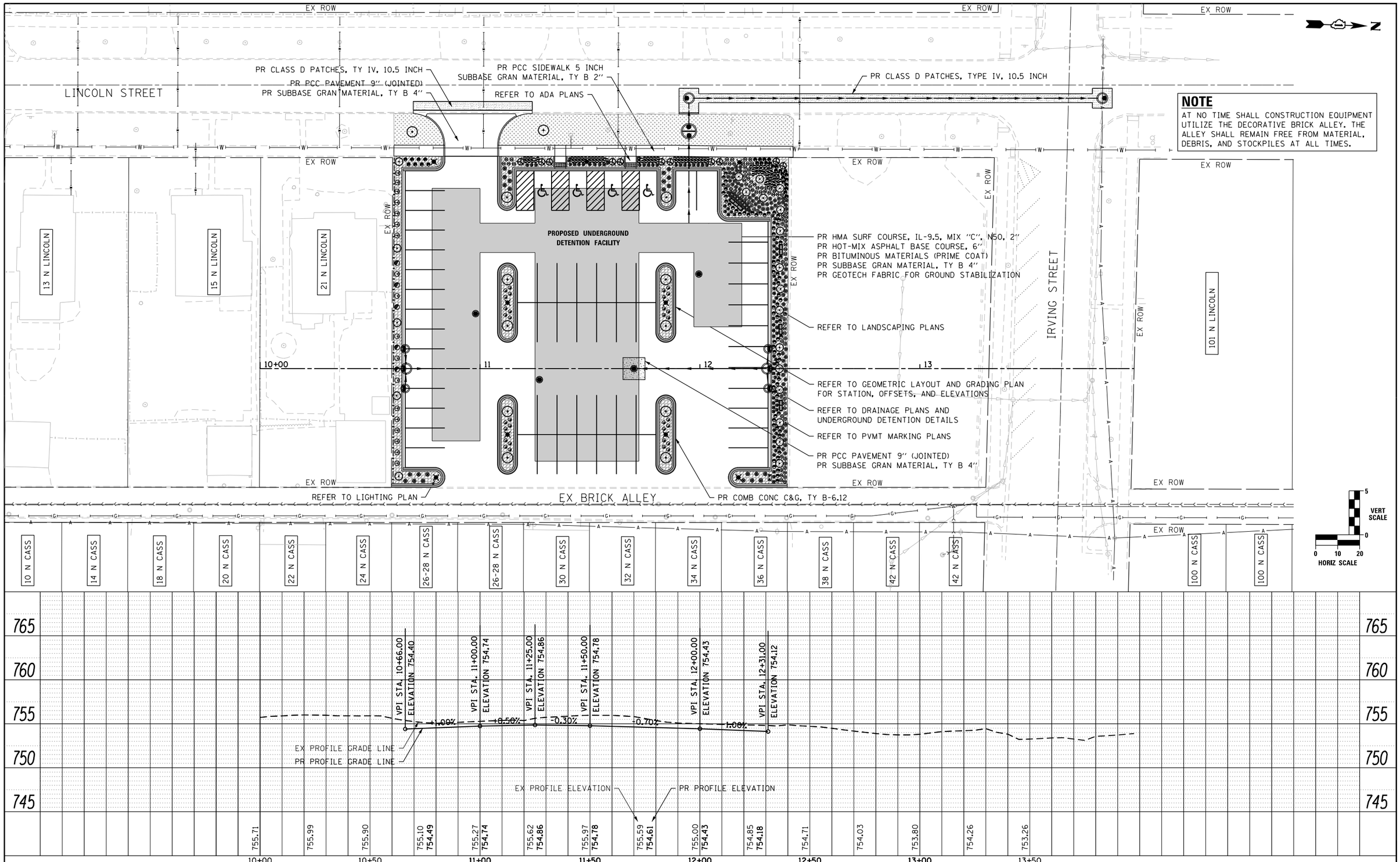
0 15 30 60

SCALE IN FEET

NOTE:
THE BASIS OF BEARINGS ON THIS PLAT ARE BASED ON IL STATE PLANE COORDINATES EAST ZONE NAD 83 (2011)

P.I.N.:
09-09-222-002
09-09-222-003
09-09-222-004

RETURN TO:
VILLAGE OF WESTMONT 31 WEST QUINCY STREET WESTMONT, ILLINOIS 60559



DRAWN BY	VJM	DATE	05/11/2020
CHECKED BY	NJO	SCALE	1" = 20'

REVISIONS

NO.	DATE	DESCRIPTION

thomas engineering group
service at the highest grade

thomas engineering group, llc
55 w. 22nd street
suite 300
lombard, il 60148
phone: 855-533-1700

VILLAGE OF WESTMONT
CBD PARKING LOT CONSTRUCTION

PLAN AND PROFILE

DRAWING NO.