Village of Westmont
VILLAGE BOARD

31 West Quincy Street, Westmont, Illinois 60559

villageboard@westmont.il.gov
westmont.illinois.gov | 630-981-6200

Village Board Meeting
March 6, 2025
6:00 PM

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.

5. REPORTS

a. Board Reports

i. Mayor

ii. Clerk

iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held February 20, 2025.

Background of Subject Matter
Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

c. Purchase Order(s)

i. **EMS Management & Consultants $72,000.00**

Yearly open purchase order for monthly EMS billing charges.

Type Consent Item

Budgeted Yes

ii. **DuPage County, Illinois $45,842.01**
DuPage Integrated Justice Information System (DuJIS) Records Management Annual Fees for the period 12/1/24-11/30/25. This is a simultaneous Payment.

Type Consent Item

Budgeted Yes

iii. **Total of Purchase Orders - $117.842.01**

Type Consent Item

Budgeted

d. Total of Purchase Order(s) and Finance Ordinance(s)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Rezoning - 4108 North Grant Street**
Board to consider an ordinance approving requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:
1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
2. A Zoning Ordinance Variance request to reduce the minimum required access easement width.

Background of Subject Matter
The petitioner is requesting to rezone the property and a variance to ultimately sell the property for development of a single-family detached home. The variance request is due to the property not directly abutting a public street and the permanent easement that was recorded against the property is substandard as to the width at twenty feet (20') when thirty feet (30) is required.

Additional Background
In 2007, the property was annexed into the Village of Westmont. The property owner at the time, Ogden Auto Group, also requested a Map Amendment (rezoning) from R-1 Single Family Detached Residence to B-2 General Business District, a Special Use Permit for an automobile dealership, and a site and landscape plan for a parking lot. These requests were ultimately approved by the Village in 2007. The site plan for the proposed parking lot at the time was approved with a special condition for no access to the residential neighborhood on Grant Street. Ultimately, the proposed

improvements never materialized, and the new property owner is no longer affiliated with the Ogden Auto Group or the properties to the south.

Recommendation
At its meeting on February 12, 2025, the Planning and Zoning Commission recommended approval of both the map amendment and variance requests (5-0, 2 absent).

Type Ordinance

Budgeted

b. **Award of Bid Proposal - Residential Alley 10N Reconstruction**
Board to consider an ordinance awarding the bid to Everlast Blacktop Inc. for the Residential Alley 10N Reconstruction project and authorizing a construction contract consistent with the bid documents.

Background of Subject Matter
The Village accepted bids from eight contractors for the project. The low bidder was Everlast Blacktop Inc. with a low bid of $761,486.78. The low bid is approximately 24% lower than the Engineer's Estimate of $1,001,505.00. The low bidder is approximately 3.8% lower than the second low bidder's bid of $790,185.71.

Additional Background
This project includes the reconstruction of Residential Alley 10N between Naperville Rd and Burlington Av and Park St and Hudson St. The alley will be reconstructed with asphalt pavement, concrete edge restraint, storm sewer and associated restoration.

Recommendation
Approve

Type Ordinance

Budgeted Yes

c. **Engineering Agreement - Phase 3 Construction Engineering for Residential Alley 10N Reconstruction**
Board to consider an ordinance authorizing an engineering services agreement with Thomas Engineering Group, LLC for Phase 3 construction engineering services for the Residential Alley 10N Reconstruction project.

Background of Subject Matter
Request to approve the sum of $124,990.00 for Phase 3 construction engineering services for the Residential Alley 10N Reconstruction project.

Additional Background
This agreement will include construction administration, field inspection and

documentation of this alley reconstruction project.

Recommendation
Approve

Type Ordinance

Budgeted Yes

d. **Exercise of Option Year 2 - Gasoline and Diesel Fuel**

Board to consider an ordinance exercising the second option year of the gasoline and diesel fuel contract with Al Warren Oil Company, Inc.

Background of Subject Matter
On May 18, 2023, the Village Board awarded a contract to Al Warren Oil Company, Inc. for the purchase of gasoline and diesel fuel. This fuel purchase was part of a joint bid with DuPage County and various other communities. The original contract was for the period April 1, 2023 - March 31, 2024 with three one-year options to extend. The first option year was awarded by the Village Board at the March 7, 2024 meeting for the period of April 1, 2024 - March 31, 2025.

Additional Background
Staff recommends exercising the second option year of the contract for an amount not to exceed $300,000.00. The new contract will be from April 1, 2025 through March 31, 2026.

Recommendation
Approve

Type Ordinance

Budgeted Yes

e. **Engineering Services Agreement - Park, Chicago and Willard Watermain Improvements**

Board to consider an ordinance approving an engineering agreement with Baxter & Woodman, Inc. for Phase 2 design engineering for the Park, Chicago and Willard Watermain Improvements project.

Background of Subject Matter
Request to approve the sum of $107,000 for Phase 2 design engineering for the Park, Chicago and Willard Watermain Improvements project.

Additional Background
This project will include topographic survey, detailed design, plans, specifications and special provisions, permitting, cost estimates and bidding assistance for watermain improvements on Park St from Naperville to

Ogden, Chicago Av from Grant to the Village limits and Willard Pl from Park to Washington. This project will be constructed in 2026.

Recommendation
Staff recommends approval of this proposal in the amount of $107,000 for Phase 2 design engineering.

Type Ordinance

Budgeted Yes

f. **Engineering Agreement - Water Treatment Plant Rehabilitation**
Board to consider an ordinance authorizing an engineering agreement with Baxter & Woodman, Inc. for Phase 2 design engineering for the Water Treatment Plant Rehabilitation project.

Background of Subject Matter
At the March 7, 2024 Village Board meeting, the board approved a contract for preliminary engineering for the Water Treatment Plant Rehabilitation project. Preliminary engineering included evaluation for replacement of the pump motors, motor control center, addition of variable frequency drives, liquid disinfection system, SCADA improvements, emergency backup generator and removal of obsolete equipment. The water plant was constructed in the 1970s and almost all the equipment is original to that time period. The preliminary engineering also examined water usage to correctly size the new pumping equipment to gain operational efficiency.

Additional Background
This design engineering proposal includes preparation of contract documents for three distinct projects: demolition of obsolete equipment and replacement of the chlorination system; SCADA upgrade; and pump room rehabilitation, which includes pumps, variable frequency drives, emergency generator/ATS and miscellaneous piping, valves and associated electrical improvements. The projects are being separated and phased to account for anticipated long lead time items such as the pumps/motors and generator.

Recommendation
Staff recommends approval of this proposal in the amount of $299,000. The projects will be constructed in phases during the course of 2026 and 2027.

Type Ordinance

Budgeted Yes

g. **Indemnification Text Amendment**
Board to consider an ordinance amending Chapter 2, Section 2-99 "Indemnification of certain officials" of the Westmont Municipal Code.

Background of Subject Matter
This amendment codifies the longstanding practice of the Village to indemnify and hold harmless any employee of the Village for claims made as a result of the performance of their official duties. The current wording of the code specifically references indemnification for only certain officials and officers. Including all employees would provide additional reassurance to our employees and is consistent with State statutes.

Additional Background
There are exceptions to indemnification, including things like acting in bad faith, willful and wanton misconduct, criminal charges, or when a lawsuit is between the Village and the employee.

Type Ordinance

Budgeted

h. **Employment Agreement**
Board to consider an ordinance appointing James Gunther as Village Manager and approving an employment agreement with James Gunther to serve as Village Manager, effective June 2, 2025.

Background of Subject Matter
If approved, James Gunther, our current Chief Public Safety Officer / Police Chief, will begin serving as Village Manager effective June 2, 2025.

Additional Background
Our current manager, Steve May, has announced his intention to retire on June 1, 2025. Approving the contract now allows time for an orderly transition.

Type Ordinance

Budgeted

i. **Change of Village's Fiscal Year**
Board to consider an ordinance authorizing a change to the Village's Fiscal Year and amending Chapter 2, Section 2-511 of the Westmont Municipal Code to reflect such change.

Background of Subject Matter
If approved, the Village's fiscal year would start on January 1 and end on December 31.

Type Ordinance

Budgeted

j. **Building and Fire Code Text Amendments**
Board to consider an ordinance amending various sections of Chapter 18 and Chapter 42 of the Westmont Municipal Code related to fire safety

requirements.

Background of Subject Matter
These amendments revise the local amendments to the 2021 International Building Code and Fire Code contained in Sections 18-62 and 42-189, which pertain to Fire Safety requirements for new construction. These amendments also revise related regulations contained in Section 18-65 and revise the appeals process related to final decisions of the fire official.

Recommendation
Approve.

Type Ordinance

Budgeted

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 4:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting. Listen Everywhere, an assistive listening, mobile app, is now available to visitors attending Board and Commission Meetings held in the Village Hall Board Room.

https://westmont.illinois.gov/581/ADA-Listen-Everywhere

Village of Westmont
ADMINISTRATION
Village Clerk
31 West Quincy Street, Westmont, Illinois 60559

clerks@westmont.il.gov | 630-981-6210
westmont.illinois.gov | 630-981-6200

Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, February 20, 2025.

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

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

STAFF:

May (Village Manager)	P	**Parker** (Assistant Manager)	P	**Hennerfeind** (CDD Director)	P
Brainerd (H.R. Director)	P	**McIntyre** (Communications)	P	**Liljeberg** (I.T.)	P
Chief Gunther (Police Dept.)	P	**D.C. Thompson** (Police Department)	A	**Altic** (Finance Director)	P
Chief Riley (Fire Dept.)	P	**D.C. Fitzgerald** (Fire Department)	P	**Mielcarski** (Gov't Services)	P
Mulhearn (Deputy Liquor Commissioner)	A	**D.C. Frank** (Deputy Fire Chief)	P	**Ries** (Public Works Director)	P

ATTORNEY: **Zemenak** P **Lampariello** A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:
Bugle A

CHAMBER OF COMMERCE: **Forssberg** - A **Harding** - A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor welcomed everyone to the meeting.

OPEN FORUM:
- No open forum requests

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
TRUSTEE SCALES	Y	Y	Y	Y	Y	Y	Y	Y

REPORTS

Mayor Gunter

- The Westmont Library has announced their Spring programs. One of the programs is for Dementia Friendly Westmont. Visit our website for more info.
- Mayor attended the Chamber Open House. It was a nice event and it was well attended.

Village Clerk Szymski

- Downers Grove Township provides many programs and assistance to area seniors. Some programs include: Meals on Wheels, Dial-A-Ride, social events, computer classes and more. Please see our website for more information.
- In person early voting begins Monday, March 17th for the Consolidated Election. This can be accomplished at the DuPage County Election Office in Wheaton. Other locations are listed on the DuPage County website, dupagecounty.gov.

Trustee Liddle

- Recapped the Administration Finance Committee meeting.
    - Awards were given to our Fire Department
        - Battalion Chief Blaskovich, Fire Fighter Jansen, Fire Fighter Martinez-Zuniga, Fire Fighter Kenna, Fire Fighter Sakalas, Fire Fighter Busche, Battalion Chief Nolan, Lieutenant Sciaky, Lieutenant McCarthy, Fire Fighter Basalone, Fire Fighter Vicencio, Fire Fighter Lenzi, Fire Fighter White, Fire Fighter Vlcek-Mahn, Fire Fighter Lestina
    - Patrick Lenzi received the Fire Fighter of the Year award
    - Text Amendments were reviewed
    - The Fire Department gave an end of the year report
    - The Village Purchasing Policy was reviewed.
    - Information Technology Policy was also reviewed.
- The Special Events Schedule has been published on the Village Website.

- Cruisin Nights will be Thursday from 5pm - 9pm in June, July, and August.
- Creative Arts Network Art Classes will be held at Neat Kitchen on the second Monday
- of the month.
- The Taste of Westmont is already scheduled for July 10, 11, 2, 13

Trustee Nero

- The next Public Works Committee Meeting will be March 20, 4:30pm, at Village Hall.
- We have our annual tree seedling giveaway. Information is available on our website. This is coordinated by Public Works and the Environmental Improvement Commission. Sign-up is on the Village website, residents select which seedling they want, and then seedlings can be picked up on Arbor Day, April 25, 1-5pm at the Library.
- The Adopt-a-Planter program has begun. Online sign up has begun, visit the village website to adopt a planter today.
- Special Thank you to Public Works for all of their hard work with snow removal operations over the past few weeks. Their efforts are appreciated.
- There is a fundraiser for DuPage Animal Friends at Gia Mia restaurants next Thursday. If you order online use the code DAF27 and 20% of all of the sales will go towards the charity.

Trustee Barry

- The next Police Public Safety Committee meeting will be June 12, 2025.
- The next Police Department Special Olympics Paper Shred fundraising event will be April 19 from 9am to noon. More information is on our website.

Trustee Scales

- The next Community Development Committee meeting will be April 17, 2025.
- The Downtown Incentive Program has been updated for 2025. Program information has been published on the Community Development section of the website.
- Restaurant week has kicked off. The 9th annual Restaurant week starts today and continues until March 2. Visit westmontchamber.com for more info on the dining deals offered by the 33 participating dining establishments.

Trustee Johanik Guzzo

- The next Fire Public Safety Committee meeting will be March 6th, 4:30pm, at Village Hall.
- There are still a few spots available for the Citizen's Fire Academy, which is scheduled for April 1 to 29.
- Congratulations to all of the Fire Fighters that were honored this evening.
- Special congratulations to firefighter Pat Lenzi on being named Westmont Fire Department Employee of the year.

Trustee Barker

- The next Environmental Improvement Committee meeting will be March 3, 2025 at the Westmont Public Library.
- Recycling and More Dates will be April 5th and November 22nd.

- There will be a guest speaker at the Westmont Public Library from the Conservation Foundation that will talk about the use of pesticides.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Manage May addressed the Board on this agenda item.

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

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **February 6, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 4 **$ 2,184,755.38**

(C) PURCHASE ORDERS:

CDW LLC	$ 89,450.00
Gordon Flesch Company, Inc	54,020.00
Baxter & Woodman, Inc	65,000.00
Foster Coach	28,000.00
Patson Inc (Trans Chicago Truck Group)	642,034.00
Total Purchase Orders	**$ 878,507.00**

(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE #4: $ 3,063,262.38

(E) COMMUNITY EVENTS REQUEST: 2025 RACE TO THE FLAG EVENT

Board to consider an ordinance approving the following requests for the 2025 Race to the Flag Event to be held on May 25, 2025.

1. Community Events Permit
2. Street Closures
3. Live Amplified Sound Permit

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

VOTE ON MOTION #1

Ayes: Barker, Barry, Guzzo, Liddle, Nero, Scales
Nays: None
Absent: None

UNFINISHED BUSINESS

NEW BUSINESS

(2) MUNICIPAL GROCERY TAX

Finance Director Altic addressed the Village on this Board item.

Motion by **Trustee Barker** to consider an ordinance approving a one percent local grocery tax on food for home consumption beginning January 1, 2026.

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

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

(3) 2025 ZONING MAP

Community Development Director Hennerfiend addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving the revised Zoning Map dated December 31, 2024 as the official 2025 Zoning Map for the Village of Westmont.

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

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

(4) WATER RATE TEXT AMENDMENT

Assistant Village Manager Parker addressed the Village Board on this item.

Motion by **Trustee Nero** to consider an ordinance approving amendments to Section 82-201 "Bi-monthly rates within village".

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

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

(5) OUTDOOR DINING ON PUBLIC PARKWAY GRANT - WHISKEY HILL

Finance Director Altic and Community Development Director Hennerfiend addressed the Village Board on this item.

Motion by **Trustee Nero** to consider a motion approving an outdoor dining reimbursement grant for Whiskey Hill, 5 W. Quincy Street, for the purchase of the outdoor dining chairs and tables.

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

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

MISCELLANEOUS

- Nothing for miscellaneous

(6) REQUEST FOR EXECUTIVE SESSION - 6:29pm
Mayor Gunter requested a motion to adjourn to Executive Session to discuss the following:

- Employment and performance of specific employees of the Village pursuant to section 2(C)(1) of the open meetings act.
- Pending litigation matters against the Village and the Heiden Estate pursuant to section 2(C)(11).

Motion by **Trustee Nero** to adjourn to executive session.

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

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

(7) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING
Board to consider a motion to adjourn at 7:34pm.

Motion by **Trustee Liddle.**

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

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

(8) ADJOURNMENT
Motion by **Trustee Guzzo** to adjourn the regular meeting.

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

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

MEETING ADJOURNED AT 7:34 P.M.

ATTEST: **APPROVED:**

_____ _____
Amanda Szymski, Village Clerk Ronald J. Gunter, Mayor

Dated this 6th day of March, 2025

Village of Westmont

Purchase Order

PO Date: 2025-02-14

Bill To:

FINANCE
31 W QUINCY
WESTMONT, IL 60559
Email: AP@WESTMONT.IL.GOV

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25202395

Vendor:

EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 300
Winston Salem, NC 27103

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
101556	224-200-6921		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Monthly Charge -January 2025 - December 2025				
1	Monthly Charges - January 2025 - December 2025 GL Account: 0155251 - 55038 - 2I&I $72,000.00 Ship To: FINANCE 31 W QUINCY WESTMONT, IL 60559 Email: AP@WESTMONT.IL.GOV	1.0	EACH	$72,000.00	$72,000.00

By: Spencer Parker
Authorized Signature

PO Total	$72,000.00

*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.

Village of Westmont

Purchase Order

PO Date: 2025-02-14

Bill To:

INFORMATION TECHNOLOGY
31 W QUINCY
WESTMONT, IL 60559
Email: it@westmont.il.gov
Phone: 630-981-6240 EXT 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25202390

Vendor:

DUPAGE COUNTY, ILLINOIS
421 N. COUNTY FARM ROAD
WHEATON, IL 60187
Fax: 630-407-2751

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
100261	630-407-6698		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ETSB DuJIS Records Management				
1	ETSB DuJIS Records Management - 12/01/2023-11/30/2024 GL Account: 0151160 - 58061 - 1GOV $45,842.01 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	1.0	EACH	$45,842.01	$45,842.01

By: Spencer Parker
Authorized Signature

PO Total	$45,842.01

*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.

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT.04,2016 RHSP 11:48 AM
OTHER $49.00 09-04-220-009

013 PAGES R2016-108015

Prepared By & After Recording
Mail To:

Joseph S. Kayne
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road
Suite 200
Riverwoods, Illinois 60015

8 9209 30 KOlf

CA

CHARGE C.T.I.C. DUPAGE

ACCESS EASEMENT

THIS ACCESS EASEMENT (the "Agreement") is made as of this 31st day of August, 2016, and is hereby granted by **SDG WESTMONT LLC**, an Illinois limited liability company (hereinafter referred to as "SDG" or "Grantor") to **BREEN HORIZON, LLC**, an Illinois limited liability company (hereinafter referred to as "BHL" or "Grantee").

The following recitals of fact are a material part of this Agreement:

A. SDG, as Grantor, is the holder of legal title to a certain parcel of land commonly known as **50 W. Ogden Avenue, Westmont, DuPage County, Illinois 60559**, which is legally described on **Exhibit A** attached hereto and made a part hereof (hereinafter referred to as the "Ogden Parcel") and has the following PIN's:

09-04-221-031 (AFFECTS LOT 1)
09-04-221-030 (AFFECTS LOT 2)
09-04-221-029 (AFFECTS LOT 3)
09-04-221-028 (AFFECTS LOT 4)
09-04-221-027 (AFFECTS LOT 5)
09-04-221-026 (AFFECTS LOT 6)
09-04-221-025 (AFFECTS LOT 7) and
09-04-221-024 (AFFECTS LOT 8);

B. BHL is the holder of legal title to a certain parcel of land commonly known as **4108 W. Grant, Westmont, DuPage County, Illinois 60559** which is legally described on **Exhibit B** attached hereto and made a part hereof (**P.I.N. 09-04-220-009**) (hereinafter referred to as the "Grant Parcel"; the Ogden Parcel and the Grant Parcel are hereinafter individually sometimes referred to as a "Parcel" and are hereinafter together referred to as the "Parcels");

C. BHL, as owner of the Grant Parcel, requires access over and across the Ogden Parcel for ingress and egress to and from Grant Street, in Westmont, Illinois ("Grant Street"), and the parties hereto desire, by this Agreement, to set forth the rights of ingress, egress and access on all within the twenty (20) foot wide area more specifically depicted on **Exhibit C** attached hereto and legally described on **Exhibit D** attached hereto (the "Easement Area"); and

D. The parties wish to make certain agreements regarding such easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

Section 1. ***Ingress and Egress Easement over the Easement Area.*** SDG, as owner of the Ogden Parcel, as "Grantor," hereby grants, gives and conveys to BHL, as owner of the Grant Parcel, and its personal representatives, successors, and assigns (collectively, the "Grantee"), an irrevocable non-exclusive easement in perpetuity for ingress and egress over, upon and across the Easement Area set forth on **Exhibit C** and **Exhibit D**, to provide ingress, egress, and access for motor vehicle and pedestrian traffic to and from the Grant Parcel to the public roadway, related sidewalks, and right-of-way commonly known as Grant Street. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access rights granted pursuant to this Agreement shall be subject to the contemporaneous and continuing right of the Grantor, its staff, patrons, licensees, and invitees to use the Easement Area for ingress, egress, and maintenance.

Section 2. ***Construction and Maintenance.*** The Grantee, at its expense, shall have a right to construct and maintain a roadway across the Easement Area in accordance with all applicable laws, ordinances and regulations, and such roadway shall be made with the same quality and materials used as the then existing Grant Street Cul de sac/street contiguous with such Easement Area. Before commencing any construction activities within the Easement Area, Grantee shall provide Grantor with sixty (60) days' prior written notice and shall provide evidence satisfactory to Grantor of commercially reasonable insurance coverage for such construction activities. All construction activities permitted to be performed hereunder within the Easement Area shall be performed in accordance with and pursuant to plans and specifications approved by the Village of Westmont, Illinois, if such approval is required. All such construction undertaken by Grantee shall be completed free and clear of mechanics and materialmen's liens, and Grantee shall protect, defend and indemnify Grantor from any such

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

liens or claims of lien. Any such liens shall be released of record within thirty (30) days or Grantee may post a bond over any such lien satisfactory in amount and from a company reasonably acceptable to Grantor. Upon completing any construction activity within the Easement Area, Grantee shall restore such Easement Area substantially to its condition prior to the construction activity, except for such alterations thereto as may be required by the final plans and specifications for the improvements constructed upon or associated with such Easement Area. The Grantee, and its successors and assigns, shall, at their own cost and expense, maintain and keep in good and usable repair the Easement Area. Such maintenance obligations include, without limitation, actions reasonably necessary, customary, and appropriate to keep any applicable improvement item in safe, good working order.

Section 3. ***Conduct and Coordination of Maintenance, Repair and Replacement.*** All maintenance and repair of the Easement Area shall be made so as to interfere as little as practicable with the rights granted to the owners of the Parcels pursuant to this Agreement. The owner of the Grant Parcel shall use every effort to coordinate maintenance and repairs of the Easement Area so that the Easement Area shall not be obstructed at the same time.

Section 4. ***Performance of Other Party's Obligations.*** If Grantor in good faith believes Grantee to be in default of its maintenance, repair and replacement obligations, and, if such default is not cured within fifteen (15) days after such written notice to Grantee (unless an emergency exists which imminently threatens life or property, in which event the aforesaid cure period shall not apply), the owner of the Ogden Parcel may, at its option, perform such maintenance, repair or replacement and pay any and all costs and charges associated therewith. In such event, the owner of the Ogden Parcel shall be entitled to recover from the owner of the Grant Parcel the reasonable out-of-pocket charges, fees, costs and expenses incurred by the owner of the Ogden Parcel (including reasonable attorneys' fees) in connection therewith.

Section 5. ***Reservation by Grantor.*** Grantor reserves all rights of ownership in and to the Ogden Parcel which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over or across the Ogden Parcel. Grantor further reserves the right to use the Ogden Parcel for all uses not materially interfering with the Easement Area granted to Grantee hereunder. Nothing herein contained shall create or be construed to have created any other right, interest, privilege or license in or to any portion of the Ogden Parcel, other than as herein expressly set forth. Grantor also reserves the right to relocate, at Grantor's expense, the Easement Area to any area located on the Ogden Parcel which will provide Grantee with access to the public roadway, related sidewalks, and right-of-way commonly known as Grant Street.

Section 6. ***Covenants Running with the Land.*** All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 7. ***Transfer of Ownership.*** Whenever a transfer of ownership of either Parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

assume and be bound by the burdens and obligations hereunder running with the land to the owner of the Parcel or portion thereof being transferred.

Section 8. ***Use***. Grantee shall not use the Easement Area for a purpose other than the purposes permitted under the provisions hereof applicable specifically to such easement. Furthermore, at all times, Grantee shall use the Easement Area in such a way that shall not unreasonably interfere with, in Grantor's sole commercially reasonable judgment, with the normal and customary use of the Ogden Parcel by Grantor or Grantor's principals, agents, employees, contractors, subcontractors, guests, tenants, licensees or invitees.

Section 9. ***Interpretation***. The rule of strict construction does not apply to the grants herein.

Section 10. ***Indemnity***. Except to the extent attributable to the acts or negligence of Grantor or Grantor's members, managers, officers, directors, employees, contractors, agents or invitees, Grantee, its successors and assigns, shall indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury or death to persons or for property damage, arising out of or resulting from Grantee's negligent use of the easement granted to it herein. Except to the extent attributable to the acts or negligence of Grantee or Grantee's members, managers, officers, directors, employees, contractors, agents or invitees, Grantor, its successors and assigns, shall indemnify and hold harmless the Grantee, its successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury or death to persons or for property damage, arising out of or resulting from Grantor's negligent use or acts concerning the easement granted to it herein.

Section 11. ***Modification and Waiver***. This Agreement may not be changed, amended or modified in any respect whatsoever or any obligation contained herein be waived, except in writing signed by the parties.

Section 12 ***Authority***. Each of the parties represents and warrants that such party has full power and authority to execute and deliver this Agreement and to perform the respective obligations of such party pursuant hereto. Each of the parties has duly authorized the execution, delivery and performance of this Agreement, and each person signing this Agreement is duly authorized and has all requisite authority to execute and deliver this Agreement on behalf of the party for which such person is signing. This Agreement constitutes the valid and legally binding obligations of the parties enforceable in accordance with the provisions hereof.

Section 13. ***Notices***. Any notice which either party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by U.S. certified or registered mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below (or to such other address as any party may, from time to time, designate in a written notice to the other party) shall constitute service of notice hereunder two (2) business days after the mailing thereof. Any such notice may be served by personal delivery thereof to the other party which delivery shall constitute service of notice hereunder on the date of such delivery, or may be served

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

by overnight courier service, in which event service of such notice shall be deemed to have been made on the date of delivery to such courier service provided actual delivery to the party being served is made within two (2) business days thereafter.

If to Grantor:	SDG Westmont LLC c/o Shorewood Development Group 2150 East Lake Cook Road, Suite 820 Buffalo Grove, Illinois 60089 Attn: Louis Schriber III
With a simultaneous copy to:	Fox Rothschild LLP 353 North Clark Street, Suite 3650 Chicago, Illinois 60654 Attn: David N. Tanner, Esq. 312-517-9220 telephone 312-517-9201 fax dtanner@foxrothschild.com email
If to Grantee:	Dennis Breen Breen Horizon, LLC 15050 108th Avenue Orland Park, IL 60467
With a simultaneous copy to:	Joseph S. Kayne Hardt, Stern & Kayne, P.C. 2610 Lake Cook Road, Suite 200 Riverwoods, IL 60015 847-597-2150 telephone 847-597-2144 fax jkayne@hsklaw.com email

Section 14. ***Estoppel Certificates***. The parties hereto shall from time to time deliver to each other, within ten (10) days after delivery of written request therefor, an estoppel certificate respecting such matters concerning this Agreement and the provisions hereof as the requesting party shall reasonably require.

Section 15. ***Time is of the Essence***. Time is of the essence with respect to all obligations required by this Agreement.

Section 16. ***Recordation***. The parties each agree to cause this Agreement to be recorded in the real property records of DuPage County, Illinois.

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

Section 17. ***Further Assurances***. Upon request, the parties shall execute and deliver such other documents and take such further actions as may be reasonably requested to carry out the provisions of this Agreement.

Section 18. ***Severability***. If any provision of this Agreement (or portion thereof) is determined by a court or other authority of competent jurisdiction to be unenforceable as drafted by virtue of the scope, duration, extent or character thereof or otherwise, then such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision (or portion thereof) to the maximum extent enforceable under applicable law.

Section 19. ***Captions and Exhibits***. Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Paragraph numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement. All exhibits to this Agreement are expressly incorporated herein by this reference.

Section 20. ***Entire Agreement***. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, undertakings, statements, representations or warranties, whether written or oral, made or executed by any party or any employee, representative or agent thereof, shall be binding upon any party unless specifically set forth in this Agreement.

[Signature Page Follows]

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

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

GRANTOR:

SDG WESTMONT LLC

By: _____
Name: Louis Schriber III
Its: Mangaer

GRANTEE:

BREEN HORIZON, LLC

By: _____
Dennis E. Breen, its Manager

ACTIVE 40619038v4 08/26/2016

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that LOUIS SCHRIBER III, as Manager of SDG WESTMONT LLC, an Illinois limited liability company, as Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the free and voluntary act of said corporation for the uses and purposes therein set forth;

Given under my hand and NOTARIAL SEAL this 26th day of August, 2016.

Marnie Larsen
Notary Public

MARNIE LARSEN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 22, 2017

State of Illinois
County of Lake

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that DENNIS E. BREEN, Manager of BREEN HORIZON, LLC, an Illinois limited liability company, as Grantee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act as the free and voluntary act of said corporation for the uses and purposes therein set forth;

Given under my hand and NOTARIAL SEAL this 31st day of August, 2016.

Notary Public

JOSEPH S. KAYNE
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 22, 2017

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

EXHIBIT A

OGDEN PARCEL LEGAL DESCRIPTION

PARCEL 1

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN GRANT STREET DEVELOPMENT SUBDIVISION BEING A SUBDIVISION OF LOTS 15, 16, 17, 18, 19 AND 20 IN BLOCK "D" IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 2005 AS DOCUMENT R2005-044856 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 4, 2005 AS DOCUMENT R2005-247290, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

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

PERMANENT TAX NO.'S:

09-04-221-031 (AFFECTS LOT 1)
09-04-221-030 (AFFECTS LOT 2)
09-04-221-029 (AFFECTS LOT 3)
09-04-221-028 (AFFECTS LOT 4)
09-04-221-027 (AFFECTS LOT 5)
09-04-221-026 (AFFECTS LOT 6)
09-04-221-025 (AFFECTS LOT 7)
09-04-221-024 (AFFECTS LOT 8)

COMMON ADDRESS: 50 W. Ogden Avenue, Westmont, Illinois 60559

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

EXHIBIT B

GRANT PARCEL LEGAL DESCRIPTION

LOT 3 IN BLOCK I IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-04-220-009

Address of Property: 4108 W Grant, Westmont, Illinois 60559

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

EXHIBIT C

EASEMENT PARCEL PLAT OF SURVEY

[See attached.]

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

P.I.N.'S	COMMON ADDRESSES FOR THE PROPERTY"
09-04-221-024 09-04-221-025 09-04-221-026 09-04-221-027 09-04-221-028 09-04-221-029 09-04-221-030 09-04-221-031	613, 617, 621, 625, 629, 631, 635 GRANT STREET AND 50 WEST OGDEN AVENUE

FINAL
PLAT OF
GRANT STREET RESUBDIVISION

BEING IN THE NORTHEAST QUARTER OF SECTION 04, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

RESERVED FOR RECORDER'S USE

OWNER AND NOTARY

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT SHOREWOOD DEVELOPMENT GROUP, IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT AND THAT NO OTHER PERSON HAS ANY RIGHT, TITLE, OR INTEREST IN SAID LAND, AND THAT SAID OWNER HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED

WE FURTHER CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE SUBJECT PROPERTY IS LOCATED WITHIN HIGH SCHOOL COMMUNITY DISTRICT 99 .

DATED AT _____, ILLINOIS, THIS _____ DAY OF

_____ A.D., 20_____

BY:_____

TITLE:_____

ATTEST:_____

TITLE:_____

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____,

IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT _____,

ILLINOIS, THIS _____ DAY OF _____ A.D., 20_____.

BY:_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES
(STATE OF ILLINOIS)

PLANNING & ZONING COMMISSION

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, CHAIRMAN OF THE VILLAGE OF WESTMONT PLANNING

& ZONING COMMISSION, CERTIFY THAT ON _____ DAY OF _____, 20_____,

THIS PLAT OF RESUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION

BY:_____ ATTEST:_____
CHAIRMAN SECRETARY

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

I, _____ GENERAL MANAGER FOR THE DOWNERS GROVE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT _____, ILLINOIS THIS _____ DAY OF _____ A.D. 20_____

_____
GENERAL MANAGER

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS

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 , THIS _____ DAY OF _____

A.D., 20_____

_____
VILLAGE CLERK

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

I, _____ COUNTY CLERK OF DuPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT 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, DuPAGE

COUNTY, ILLINOIS THIS _____ DAY OF _____,

A.D. 20_____.

_____
COUNTY CLERK

SPECIAL ASSESSMENTS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) SS

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 ANY PART OF THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT WESTMONT, ILLINOIS, THIS _____ DAY OF _____,

A.D., 20_____

_____
VILLAGE TREASURER

VILLAGE ENGINEER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

DATED AT WESTMONT, ILLINOIS, THIS _____ DAY OF _____ A.D., 20_____.

_____
VILLAGE ENGINEER

RECORDER OF DEEDS

STATE OF ILLINOIS)
COUNTY OF DuPAGE)SS

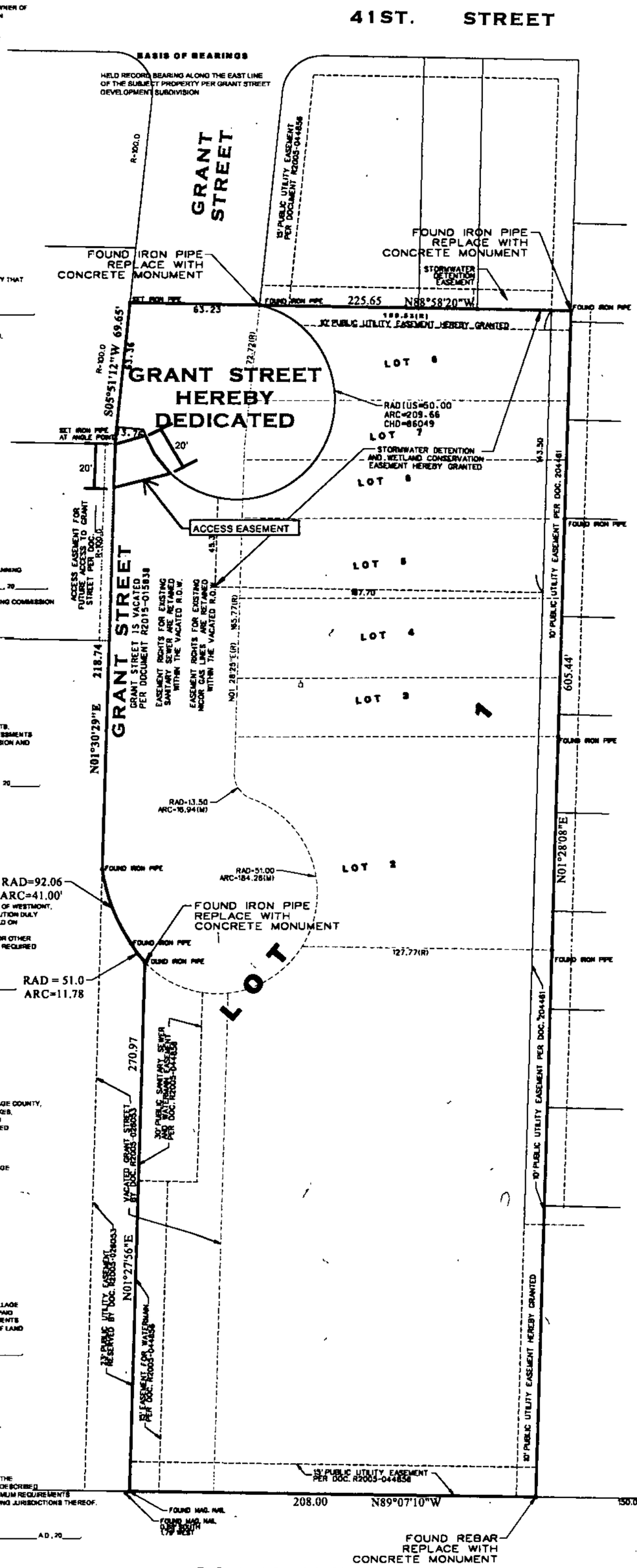
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS AFORESAID,

ON THE _____ DAY OF _____, A.D. 20_____,

AT _____O'CLOCK _____M

_____
RECORDER OF DEEDS



SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 2 ,3, 4,5,6,7 AND 8 IN GRANT STREET DEVELOPMENT SUBDIVISION, BEING A RESUBDIVISION OF LOTS 15, 16, 17, 18, 19 AND 20, IN BLOCK D, IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 2005 AS DOCUMENT NO R2005-044858, AND LETTER OF CORRECTION RECORDED AS DOCUMENT NO R2005-247290, IN DUPAGE COUNTY, ILLINOIS

TOGETHER WITH

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

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID PROPERTY, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

WE FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTMONT, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED

AND THAT ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 17043C0202 FOR DUPAGE COUNTY, ILLINOIS, AND INCORPORATED AREAS WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, THE SUBJECT PROPERTY LIES WITHIN ZONE "UNSHADED X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____

DAY OF _____, A.D., 20_____

WEBSTER, McGRATH AND AHLBERG, LTD.

BY:_____

IL. PROF. LAND SURVEYOR NO 3050
LICENSE EXPIRATION DATE: NOVEMBER 30, 2016
207 S NAPERVILLE STREET
WHEATON, ILLINOIS 60187
(630) 668-7803

PERMISSION TO RECORD

I, DANIEL BYTSMA, GIVE THE VILLAGE OF WESTMONT OR ITS DESIGNATED REPRESENTATIVE, THE PERMISSION TO RECORD THE ANNEXED PLAT OF RESUBDIVISION

THIS _____DAY OF _____, 2016

_____
DANIEL BYTSMA P.S. 3050

STORMWATER DETENTION EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT FOR THE BENEFIT OF THE PUBLIC

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

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENTS, THE VILLAGE OF WESTMONT AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF) SHALL, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER DETENTION AREA WHICH IS REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORM WATER THROUGH THE DETENTION EASEMENT AREA.

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

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMED ELECTRIC AND SBC TELEPHONE COMPANY, GRANTEES, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSIONS AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERMS "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(E), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOT, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT, OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT ILLINOIS AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF WESTMONT, INCLUDING, BUT NOT LIMITED TO, COMED, SBC, NICOR AND COMCAST, AND HINSDALE OR DOWNERS GROVE SANITARY DISTRICT THEIR SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR MARKED "P U & D E" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE 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, SHRUBS OR OTHER PLANTS ON SAID 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 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, SEWER, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WESTMONT

LAND AREA

LOT 1 - 124,212 SQUARE FEET - 2.8515 ACRES
DEDICATION - 8,892 SQAURE FEET - 0.2041 ACRES

GROSS AREA - 133,104 SQUARE FEET - 3.0556 ACRES

30 0 30 60
GRAPHIC SCALE - FEET

SUBMITTED BY / RETURN TO:

VILLAGE OF WESTMONT
COMMUNITY DEVELOPMENT
31 W. QUINCY STREET
WESTMONT, IL 60559
630-829-4485

Rev	Date	Description	By
2	5/26/16	ACCESS EASEMENT ADDED FOR LOT 3	DS
1	4/8/16	VILLAGE RESUBMISSION	DS

WEBSTER, McGRATH & AHLBERG LTD.
WMA
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
207 South Naperville Road Wheaton, Illinois 60187
(630)668-7803 Fax: (630)668-1780 Email: wma@wmalbert.com
Design Firm License No. 184-001181

PLAT OF RESUBDIVISION

LOCATION: GRANT STREET WESTMONT, IL

PREPARED FOR: SHOREWOOD DEVELOPMENT GROUP, 2100 E. LAKE COOK ROAD, SUITE 320, BUFFALO GROVE, IL 60089

JOB #	DATE	SCALE
43405	10-21-13	1"=30'
SURV: DS	DRAWN: DS	DESIGN:
FILE # D-32146-RESUB		SHEET # 1 of 1

D-32146-RESUB

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

EXHIBIT D

EASEMENT PARCEL LEGAL DESCRIPTION

THAT PART OF LOT 1 IN GRANT STREET RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 04, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN BOCK 1 OF THE FIRST ADDITION TO LIBERTY PARK PER DOC. 204461; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 2 IN SAID FIRST ADDITION TO LIBERTY PARK, 3.12 FEET TO AN ANGLE POINT; THENCE CONTINUING NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2, 6.29 FEET TO A CORNER OF GRANT STREET CUL-DE-SAC AS DEDICATED BY DOCUMENT NO. R2016_104074_; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE 13.76 FEET TO ITS INTERSECTION WITH 50 FOOT RADIUS CURVE IN SAID RIGHT OF WAY, SAID POINT BEING THE POINT OF BEGINNING FOR SAID ACCESS EASEMENT; THENCE SOUTHEASTERLY ALONG SAID 50 FOOT RADIUS RIGHT OF WAY AND ARC DISTANCE OF 20.14 FEET; THENCE SOUTHWESTERLY 28.05 FEET TO A POINT IN THE EAST LINE OF SAID LOT 3 WHICH IS 23.21 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3, 23.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY 16.47 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

FRED BUCHOLZ R2016-108015 DUPAGE COUNTY RECORDER

PLAT

FRED BUCHOLZ
Du Page County Recorder
421 North County Farm Road – Wheaton IL 60187
(630) 407-5400

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL.10,2007 1:22 PM
PLAT 09-04-220-009
000 PAGES R2007-127325

DATE OF INSTRUMENT: 6/9/07

☐ CASH
☐ CHECK
☒ CREDIT CARD #40

DOCUMENT TYPE:

☐ SUBDIVISION
☐ ANNEXATION
☐ VACATION
☐ DEDICATION
☐ ORDINANCE
☒ EASEMENT
☐ DECLARATION
☐ RESOLUTION
☐ _____

TITLE: _____

1ST PARTY: IOZZO, MARC

2ND PARTY: WESTMONT, VILL OF; COMED; SBC; NICOR; COMCAST

LEGAL DESCRIPTION: PT L3 B "1" 1ST ADD LIBERTY PK

SEC. 4 TWP. 38 RANGE 11

PIN NO. 09-04-220-009; 09-04-220-010; 004

UNIT NO. _____

SUBMITTED BY: KRIS

BOOK /

PAGE /

NUMBER OF PAGES 1

ACCOMPANYING PAPERS: _____

☐ YES ☒ NO

MAIL TO: KRIS KELLY
1016 ASHFORD LN
WESTMONT, IL 60559

PLAT OF EASEMENT

FOR

STORM WATER DETENTION EASEMENT:

THE WEST 60 FEET OF LOT 3 IN BLOCK "I" FIRST ADDITION TO LIBERTY PARK, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH PUBLIC UTILITY AND DRAINAGE EASEMENT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 04 DEGREES 15 MINUTES 04 SECONDS EAST, A DISTANCE OF 6.92 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.99 FEET; THENCE NORTH 72 DEGREES 03 MINUTES 24 SECONDS WEST, A DISTANCE OF 9.79 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS STREET, THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF ADAMS STREET A BEARING OF SOUTH 06 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 24 SECONDS EAST, A DISTANCE OF 7.01 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 00 SECONDS EAST, A DISTANCE OF 127.41 FEET; THENCE NORTH 04 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 16.85 FEET, TO THE SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID SOUTH LINE A BEARING OF SOUTH 87 DEGREES 50 MINUTES 13 SECONDS WEST, A DISTANCE OF 14.30 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

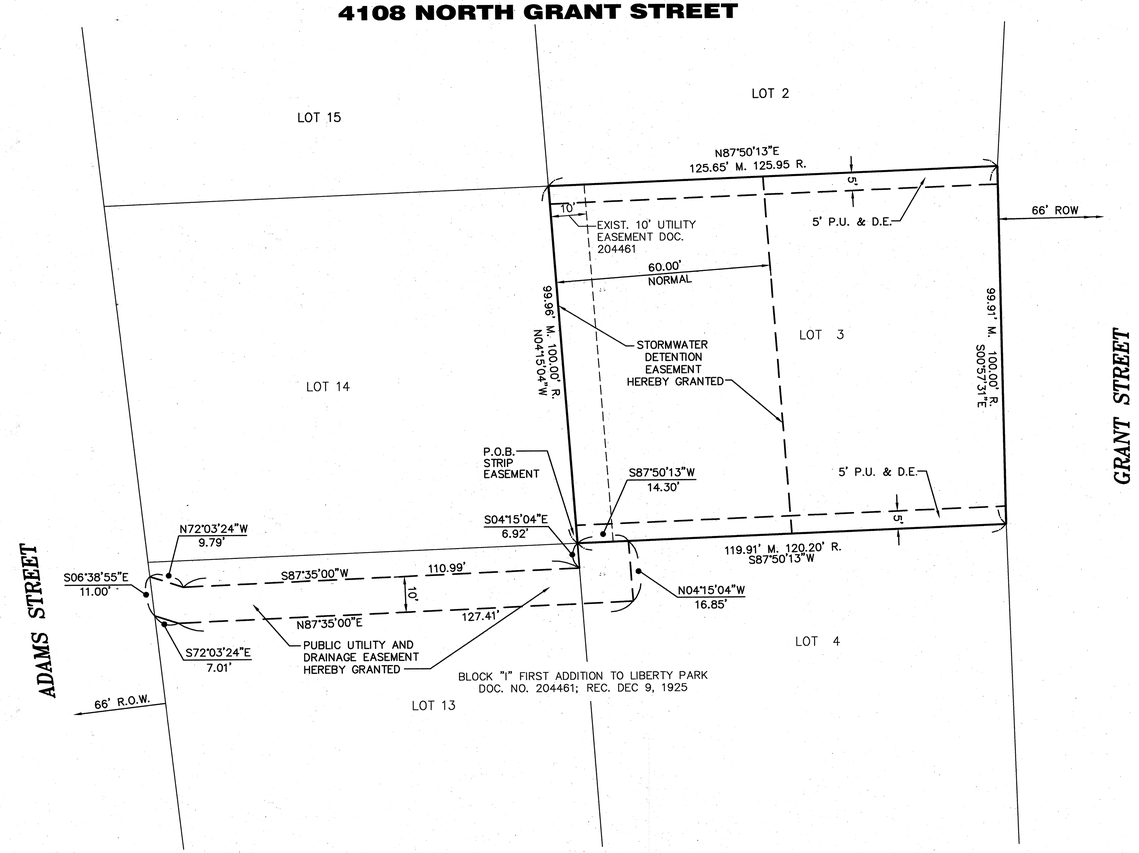
AND ALSO,

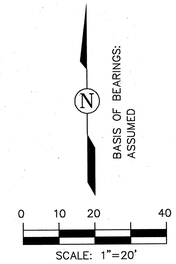
THE NORTH 5.00 FEET OF LOT 3 IN BLOCK "I" FIRST ADDITION TO LIBERTY PARK, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

AND ALSO,

THE SOUTH 5.00 FEET OF LOT 3 IN BLOCK "I" FIRST ADDITION TO LIBERTY PARK, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS:
4108 NORTH GRANT STREET





AFFECTS:
PIN: 09-04-220-009 (LOT 3)
09-04-220-010 (LOT 4)
09-04-220-004 (LOT 13)

PLAT
R2007-127325
JUL. 10. 2007
1:22 PM

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 (~~ELMHURST-CHICAGO STOCK YARDS DRAINAGE DITCH 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.

STORMWATER DETENTION EASEMENT PROVISIONS

ALL EASEMENTS INDICATED AS STORMWATER DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT FOR THE BENEFIT OF THE PUBLIC.

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

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENTS, THE VILLAGE OF WESTMONT AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF) SHALL, UPON TEN (10) DAYS PRIOR WRITTEN NOTICE, HAVE THE RIGHT TO PERFORM, OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE STORMWATER DETENTION AREA WHICH IS REASONABLY NECESSARY TO INSURE ADEQUATE STORMWATER STORAGE AND FREE FLOW OF STORM WATER THROUGH THE DETENTION EASEMENT AREA.

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

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, MICHAEL E. HRUBY, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF GRANTING AN EASEMENT.

THESE PLANS HAVE BEEN PREPARED BY ROAKE AND ASSOCIATES, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 807, LICENSE EXPIRES APRIL 30, 2009, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 9TH DAY OF JUNE A.D., 2007

Michael E. Hruby
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 2670
LICENSE VALID THROUGH NOVEMBER 30, 2008
(NOT VALID WITHOUT ORIGINAL SIGNATURE)

MICHAEL E. HRUBY 2670 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

LEGEND

- BOUNDARY
- EXISTING EASEMENT LINE
- EXISTING LOT LINE
- PROPOSED EASEMENT LINE

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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):

UNIT SCHOOL DISTRICT 201, MANNING SCHOOL
SCHOOL DISTRICT NAME AND ADDRESS 200 N. LINDEN WESTMONT, IL 60559

DATED AT WESTMONT, ILLINOIS, THIS 10 DAY OF JULY, 2007.

(SIGNATURE OF OWNER OF TRACT) (SIGNATURE OF OWNER OF TRACT)

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, KAREN E SELANDER, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MARC IDZKO 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 10 DAY OF JULY, IN THE YEAR 2007.

NOTARY PUBLIC — COMMISSION EXPIRES 05/18/10

OFFICIAL SEAL
KAREN E SELANDER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/18/10

DU PAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS INSTRUMENT R2007-127325 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID ON THE 10th DAY OF JULY, 2007, AT 1:22 O'CLOCK P.M., AND WAS RECORDED IN BOOK ___ OF PLATS ON PAGE ___.

RECORDER

SUBMITTED BY:
KRIS KELLY
KELLON BUILDERS, INC.
1016 ASHFORD LN
WESTMONT, IL. 60559

© COPYRIGHT 2007 ROAKE AND ASSOCIATES, INC. ALL RIGHTS RESERVED

G:\689\002\6892PE.dwg, PLAT OF EASEMENT, 07/09/2007 1:48:48 PM, pinos

ROAKE AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS • PLANNERS
1887 HIGH GROVE LN • NAPERVILLE IL 60540
(630) 355-3232 • FAX (630) 355-3267

PREPARED FOR:
OGDEN AUTO GROUP
100 WEST OGDEN AVENUE
WESTMONT, ILLINOIS 60559
PH. (630) 986-8000
FX (630) 435-5600

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	06/12/07	REV. PER VILLAGE (LETTER 06/08/07)			

GRANT STREET PARKING LOT

PLAT OF EASEMENT

DRN./CKD. BY: PRS/CAH	FILE: 6892PE	FLD. BK./PG.: 205/60	SHEET NO.
SCALE: 1"=20'	DATE: 04-20-07	JOB NO.: 689.002	1 OF 1

RECEIVED

JAN 31 2024

COMMUNITY DEVELOPMENT DEPT.
VILLAGE OF WESTMONT, ILLINOIS

Village of Westmont

Planning and Zoning

Application and Instructions

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

Office Use Only
Date Received: _____
By: _____

PROJECT NAME: 4108 N Grant rezoning to residential lot

Subject Property Street Address: 4108 N Grant St , Westmont, IL 60559

PIN Number(s): 0904220009

PETITIONER / BILLING CONTACT (Agent and Project Manager for the Petition):

Petitioner (and corporation if applicable): Hisham Bedeir

Address: 1000 Williamsburg St Westmont IL

Phone: 630.935.6527

Email: hisham@bedeirkazmi.com

Relationship of Petitioner to Property Owner: Realtor

By signing below, the applicant and/or property owner acknowledge that the ***Application fees are non-refundable*** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

PETITIONER SIGNATURE:

Type or print name: **Hisham Bedeir**

Signature: Hisham Bedeir

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18 DAY OF January, 20 24

Notary Public

OFFICIAL SEAL
WHITNEY FEINSTEIN
Notary Public - State of Illinois
My Commission Expires Dec. 26, 2025

OWNER SIGNATURE:

Type or print name: **Robert Moskovits** Manager of K4K LLC

Signature:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5 DAY OF January, 20 24

Notary Public

CHANA C HOROWITZ
Notary Public, State of New Jersey
Comm. # 50212888
My Commission Expires 8/8/2028

To: The Village of Westmont

From: Hisham Bedeir, listing agent for K4K, LLC, owner of the property

Re: 4108 Grant St. Westmont, Illinois

Date: August 29, 2024

A. Project Narrative (Revised)

The rezoning of a vacant parcel of land. The subject property, previously zoned as residential but later converted to B-2, has faced constraints due to the village's restriction on business activities. As a result, there is a pressing need to rezone the land back to residential **R-3.**

Our proposal seeks to initiate the process of rezoning the lot to R-3- aligning it with the residential character of the surrounding area. It is our belief that this transition will not only restore the natural essence of the community but also contribute positively to the neighborhood's overall development. As you know, the request to rezone from B-2 to R-3 is reasonable and in accordance with the comprehensive plan.

Additionally, in accordance with this proposal, we are seeking the Village's approval to issue a variance from the Village's Land Development Code to allow a 20-foot access path as opposed to the current 30-foot requirement. After a thorough assessment, we believe you will find that this minor adjustment will not compromise the safety and convenience of the area while also facilitate the practical development of the residential property.

B. Variance Standards (revised)

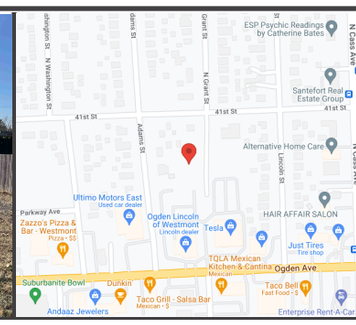
a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located. **There simply are no buyers willing to purchase this parcel of property without village approval for the current and useful 20-foot access path. This property has been actively marketed for years and in order to yield a reasonable return, the variance is necessary per feedback received from prospective buyers.**

b. The plight of the owners is due to unique circumstances; **The survey shows that the layout of the land, including the stormwater detention easement, poses unique challenges to the type of structure that can be built on this parcel especially in light of the requirement for a 30-foot access path.**

c. The variation, if granted, will not alter the essential character of the locality. **The 10-foot difference will not change the essential character of the locality and will allow for the most economical, aesthetically pleasing and best use of**

EXACTA Land Surveyors, LLC

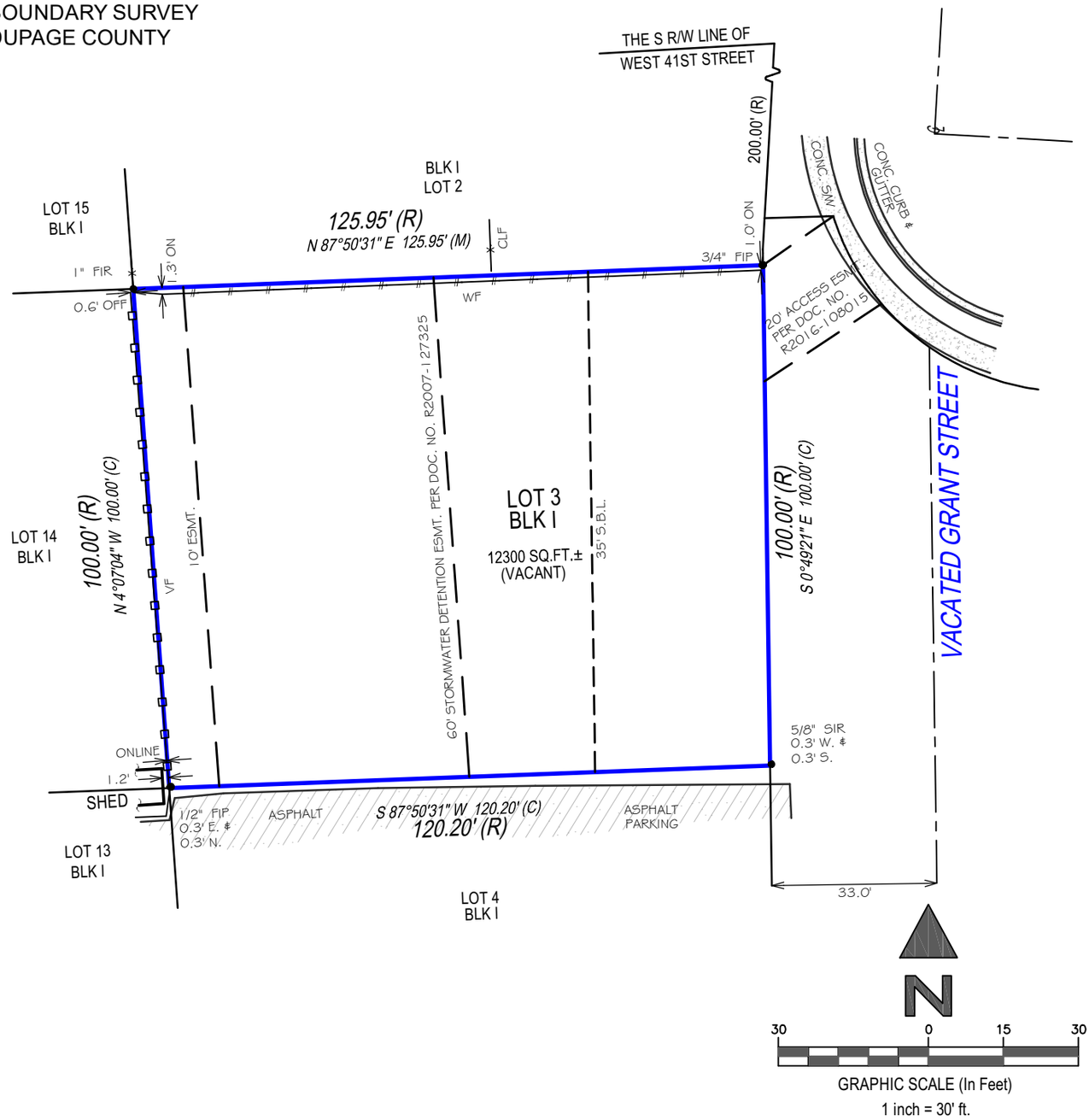
www.exactaland.com | office: 773.305.4011



PROPERTY ADDRESS: 4108 GRANT STREET, WESTMONT, ILLINOIS 60559

SURVEY NUMBER: IL2211.3396

IL2211.3396
BOUNDARY SURVEY
DUPAGE COUNTY



STATE OF ILLINOIS
COUNTY OF GRUNDY } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

David S Reifke

PROFESSIONAL LAND SURVEYOR
DAVID S REIFKE
MORRIS, IL
035-003712
STATE OF ILLINOIS

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3712
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

EXACTA Land Surveyors, LLC

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

DATE OF SURVEY: 11/28/22
FIELD WORK DATE: 11/23/2022
REVISION DATE(S): (REV.1 11/29/2022) (REV.1 11/28/2022)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

PROPERTY ADDRESS: 4108 GRANT STREET, WESTMONT, ILLINOIS 60559 **SURVEY NUMBER:** IL2211.3396

JOB SPECIFIC SURVEYOR NOTES:

ADDED THE STORMWATER EASEMENT & ACCESS EASEMENT.

LEGAL DESCRIPTION:

LOT 3 IN BLOCK I IN FIRST ADDITION TO LIBERTY PARK, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED DECEMBER 9, 1925, AS DOCUMENT 204461 IN DUPAGE COUNTY, ILLINOIS.

GENERAL SURVEYOR NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE PHONE NUMBER SHOWN HEREON.

SURVEYOR'S LEGEND

LINETYPES
Boundary Line
Center Line
Chain Link or Wire Fence
Easement
Edge of Water
Iron Fence
OHL — Overhead Lines
Structure
Survey Tie Line
Vinyl Fence
Wall or Party Wall
Wood Fence

SURFACE TYPES
Asphalt
Brick or Tile
Concrete
Covered Area
Water
Wood

SYMBOLS
Benchmark
Center Line
Central Angle or Delta
Common Ownership
Control Point
Catch Basin

ELEV	Elevation
	Fire Hydrant
	Find or Set Monument
	Guywire or Anchor
	Manhole
	Tree
	Utility or Light Pole
W	Well

ABBREVIATIONS

(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(R) - Record
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LB# - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
MHWL - Mean High Water Line
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
OHWL - Ordinary High Water Line
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
W/C - Witness Corner
W/F - Water Filter
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

CERTIFIED TO:

KAREN WEBER AND BRADFORD R. TOCHER ; CHICAGO LAND AGENCY SERVICES; CT

FLOOD ZONE INFORMATION:

DATE SIGNED: 11/28/22

BUYER: KAREN WEBER AND BRADFORD R. TOCHER

LENDER:

TITLE COMPANY: CHICAGO LAND AGENCY SERVICES

COMMITMENT DATE: NOT REVIEWED **CLIENT FILE NO:** 22GNW455009GV

SEE PAGE 1 OF 2 FOR MAP OF PROPERTY

PAGE 2 OF 2 - NOT VALID WITHOUT ALL PAGES

EXACTA Land Surveyors, LLC

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
10/12/2022 01:28 PM
RHSP

DOCUMENT # R2022-093076

AFTER RECORDING RETURN TO:
Priority Title & Escrow
641 Lynnhaven Pkwy, Suite 200
Virginia Beach, VA 23452
File No. 072230596

NAME AND ADDRESS OF TAXPAYER:
K4K, LLC
4108 Grant Street
Westmont, IL 60559

This document prepared by:
Carlos Del Rio, Esq.
8940 Main Street
Clarence, NY 14031
716-634-3405
Parcel ID No.: 0904220009

WARRANTY DEED

STATE OF ILLINOIS
COUNTY OF DUPAGE

THIS INDENTURE made and entered into on this 17 day of AUG, 22, by and between **Breen Horizon, LLC, an Illinois limited liability company,** located at 15050 S. 108th Ave, Orland Park, IL 60467 hereinafter referred to as Grantor(s) and **K4K, LLC,** located at 16192 Coastal Highway, Lewes, DE 19958, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of One and 00/100 Dollars ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in DuPage County, Illinois:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

This conveyance is subject to easements, covenants, conditions, restrictions, reservations, and limitations of record, if any.

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee and unto Grantee's heirs, administrators, successors or assigns, forever.

GRANTOR(S) hereby covenant with and represent unto the said Grantee(s) and unto her/his/their successors or assigns, that he/she/they is/are lawfully seized in fee simple of the lot or parcel of land above described; that the same is free from all liens and encumbrances except ad valorem taxes for the current tax year and subsequent years, restrictions, restrictive covenants and easements of record, if any; that he/she/they has/have a good and lawful right to sell and convey the same as aforesaid and that he/she/they will forever warrant and defend the title to same unto the said Grantee(s) and unto his/her/their successors or assigns, except as to said taxes, restrictions, restrictive covenants and easements of record, if any.

This document is exempt per 35 ILCS 200/31-45(e)

10/12/2022 Kristen Anglin -agent
Kristen Anglin

IN WITNESS WHEREOF, this instrument was executed by the undersigned on this the 17 day of August, 2022.

Breen Horizon, LLC

Name: **Mary E Breen**
Title: **Manager**

State of Illinois
County of Cook

This instrument was acknowledged before me on 17 day of August, 2022 by **Mary E Breen as Manager of Breen Horizon, LLC.**

(Seal)

PETER PAULETTI
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 28, 2024

(Signature of Notary Public) **Peter Pauletti**

VILLAGE OF WESTMONT
Board of Trustees Memorandum
March 6, 2025

TITLE: Requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:

1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
2. A Zoning Ordinance Variance request to the minimum required access easement width.

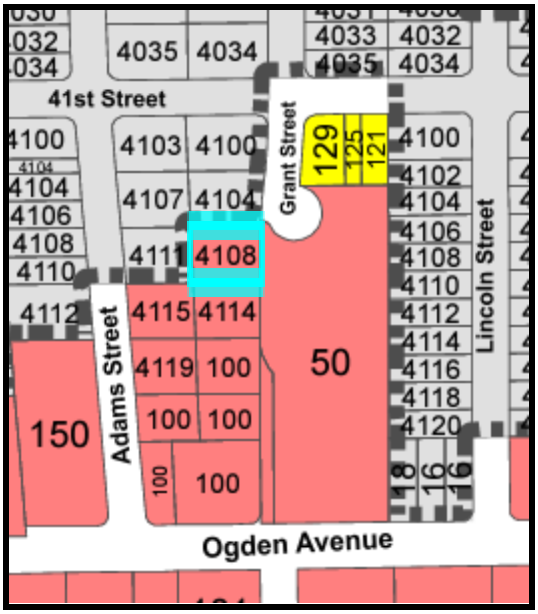
Planning and Zoning Commission recommendation:
At its meeting on February 12, 2025, the Planning and Zoning Commission recommended approval of both the map amendment and variance requests (5-0, 2 absent).

I. BACKGROUND OF ITEM

A. Location: 4108 North Grant Street is located at the end of a cul-de-sac between Ogden Avenue and 41st Street with no direct access to a public street. The site is currently vacant with no improvements. The last known use that occupied the property was a single-family detached residence, which was demolished prior around 2007. The lot is approximately 100' by 122', with an area of 12,1967 square feet, or 0.28 acres of land.

Aerial Map - 4108 North Grant Street (source: DuPage County Parcel Viewer)

B. Zoning Designations:



Zoning Map - 4108 North Grant Street

Zoning Designation	
Subject Property	**B-2 General Business District**
North	**Unincorporated DuPage County (R-4 Single Family)**
South	**B-2 General Business District**
East	**B-2 General Business District**
West	**Unincorporated DuPage County (R-4 Single Family)**

C. Neighborhood Characteristics

The lot is located in the Liberty Park, 1st Addition Subdivision, which was recorded in 1925. It is at the edge of the Village, bordering the unincorporated residential community commonly known as Liberty Park to the north and west. The property is also bordered by the Ogden Lincoln of Westmont dealership to the south and the Tesla dealership to the east.

Street View - 4108 North Grant Street (January 28, 2025)

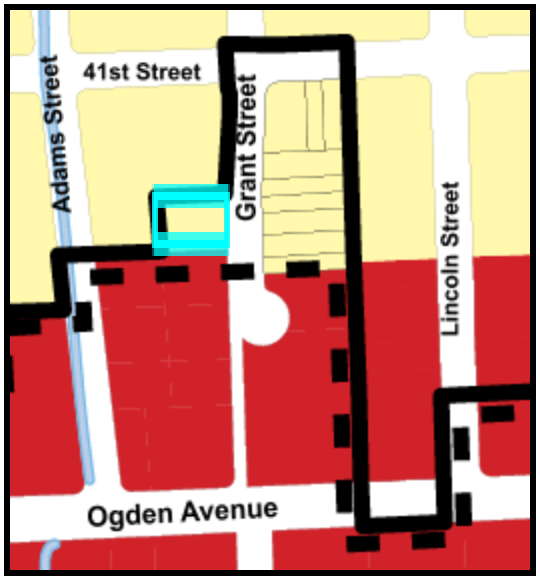
II. PETITIONER REQUEST:

The petitioner is requesting to rezone the subject property from B-2 General Business District to R-3 Single-Family Detached Residence District. The petitioner is also requesting relief from the minimum adequate permanent access easement from 30 feet to 20 feet.

III. ZONING ANALYSIS

A. Comprehensive Plan Designations

The current zoning district of the property is B-2 General Business District, which allows for a wide variety of retail, restaurant, and service uses. The Comprehensive Plan's Land-use Plan designates the future land use in this area as Single Family, existing outside of the Ogden Commercial subarea (dashed lines).



Land-use Map - 4108 North Grant Street
(depicted prior to the roadway improvements)

Land-use Designation	
Subject Property	**Single Family**
North	**Single Family**
South	**Corridor Commercial**
East	**Single Family**
West	**Single Family**

B. Previous Approvals

In 2007, the property was annexed into the Village of Westmont. The property owner at the time, Ogden Auto Group, also requested a Map Amendment (rezoning) from R-1 Single Family Detached Residence to B-2 General Business District, a Special Use Permit for an automobile dealership, and a site and landscape plan for a parking lot. These requests were ultimately approved by the Village in 2007 under Or. 07-09,10, & 11. The site plan for the proposed parking lot at the time was approved with a special condition for no access to the residential neighborhood on Grant Street. Ultimately, the proposed improvements never materialized and the property owner is no longer affiliated with the Ogden Auto Group or the properties to the south. However, some of the required easements for the proposed improvements were granted including a utility easement to Adams Street as shown on document R2007-127325. A 60' stormwater easement that encumbers a large portion of the property that would likely need to be properly vacated.

C. Entitlement Request

The petitioners have provided project narratives and supporting documentation for the following

request, including the necessary responses to the variance standards. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

1. **Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District**

When considering a rezoning, the Comprehensive Plan is the first priority. The request to rezone the property from B-2 General Business to R-3 Single-Family Detached Residence is in compliance with the proposed land-use plan as previously detailed. The second consideration is consistency with adjacent zoning, as to avoid issues of neighborhood incompatibility or spot zoning. In this case, adjacent properties to the south and east are zoned B-2 General Business while the properties to the north are located in unincorporated DuPage County as R-4 Single Family. The rezoning to R-3 Single Family Detached Residence would be consistent with the single family zoning to the north. Additionally, if the properties to the north were to be annexed into the Village of Westmont the default zoning that would be granted is R-3 Single-Family Detached Residence.

2. **A Zoning Ordinance Variance request to the minimum required access easement width.**

Appendix A, Section 4.08 requires that all lots have adequate access from a public street. In lieu of direct access to a public street, a permanent easement may be utilized with a minimum width of thirty (30) feet. The subject property does not have direct access to a public street, but does have a permanent access easement through the neighboring property at 50 West Ogden Avenue (see attached). However the access easement only has a width of twenty (20) feet. Therefore, prior to any proposed building improvements on the property, the petitioner must either request relief or obtain a larger access easement.

IV. SUMMARY

Previous approvals for additional auto dealership parking in 2007 never materialized. However, the property has retained B-2 General Business District zoning with no direct access to a public right of way. The petitioner is requesting to rezone the subject property from B-2 General Business District to R-3 Single-Family Detached Residence District. The petitioner is also requesting a variance from the minimum adequate and permanent access easement from 30 feet to 20 feet.

V. LEGAL

A. Notification: A legal notice was published in Westmont Suburban Life on January 23, 2025
B. Code References: Appendix A, Sections 4.08; Section 5.01; Section 5.02; Sections 13.07 and; Sections 13.11.

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the January 23, 2025 Westmont Suburban Life.
2. Findings of Fact
3. Document R2016-108015 (Recorded Access Easement)
4. Document R2007-127325 (Recorded Plat of Easement)
5. Petitioner Attachments received January 31, 2024 (Edited for VB):
   a. Planning and Zoning Development Application
   b. Project Narrative and responses to the Variance Standards revised on August 29, 2024
   c. Boundary Survey by Exacta dated November 28, 2022
   d. Document R2022-093076 (Recorded Warranty Deed)

RECEIVED JAN 31 2025

Certificate of the Publisher

Westmont Suburban Life

Description:K4K VARIANCE&MAP AMEND
2220153
ADAM WALSH

VILLAGE OF WESTMONT
31 W QUINCY ST
WESTMONT IL 60559

Shaw Media certifies that it is the publisher of the Westmont Suburban Life. The Westmont Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westmont, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
01/23/2025

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.
In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westmont, Illinois, on
23rd day of January, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074602 Amount $0.00

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

NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, February 12, 2025 at 6:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider requests from K4K LLC, for the property at 4108 North Grant Street, Westmont, Illinois, 60559, for the following:

1. Map Amendment request to rezone from B-2 General Business District to R-3 Single-Family Detached Residence District.
2. A Zoning Ordinance Variance request to the minimum required access easement width.

Village Code(s) Applicable: Appendix A, Sections 4.08; Appendix A, Sections 13.07 and Sections 13.11; Appendix A, Section 5.01 and Section 5.02

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

WESTMONT PLANNING AND ZONING COMMISSION
Doug Carmichael, Chairperson

(Published in Westmont Suburban Life January 23, 2025) 2220153

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF FEBRUARY 12, 2025

PZC 001-2024: K4K LLC, regarding property located at 4108 N. Grant Street, Westmont.

Request for a variance to the minimum required width for an access easement.

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

FINDINGS OF FACT: A twenty-foot (20') access easement was granted to the property by the neighboring property located at 50 W. Odgen Avenue in 2016. This access easement provides the property with ingress-egress access across a portion of 50 W. Ogden Avenue to Grant Street. This access easement was provided after Village approval of the vacation and relocation of the Grant Street cul-de-sac and after Village approval of the final plat of subdivision for 50 W. Ogden, and this access easement did not require Village review and approval at the time that it was granted. It is unlikely that the property owner can renegotiate with the new owner of 50 W. Ogden Avenue to expand the width of this access easement from twenty feet (20') to the required thirty feet (30'). If this variance is denied and the property is unable to use this existing access easement due to its insufficient width, the property would have no means to access a public street and would be unusable. Without this variance, the property could not yield a reasonable return.

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

FINDINGS OF FACT: The property owner did not create this twenty-foot (20') wide access easement. It was created by a private easement agreement between the prior owner of the property and the prior owner of 50 W. Ogden Avenue. It is unlikely that the current owner of the property can negotiate a wider access easement more than 10 years after the easement was created and after the adjacent property has been substantially improved. Allowing this existing twenty-foot (20') wide access easement will provide sufficient room for driveway access from the property onto Grant Street, as the minimum driveway width required by the Village is nine feet (9'). The width of this access easement is virtually identical to the widths of the access easements for the two (2) residential properties to the immediate north of this property, which also have access onto Grant Street.

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

FINDINGS OF FACT: The width of this access easement is virtually identical to the widths of the access easements for the two (2) residential properties to the immediate north of this property, which also have access onto Grant Street. Granting this variance to allow the

existing twenty-foot (20’) wide access easement will allow a driveway access of sufficient width onto Grant Street, and the granting of this variance will not alter the essential character of the area.

thomas engineering group
service at the highest grade
2625 Butterfield Road
Suite 209W
Oak Brook, Illinois, 60523

February 19, 2025

Ms. Amy Ries, P.E.
Village of Westmont
155 East Burlington Avenue
Westmont, Illinois 60559

Re: Residential Alley 10N Reconstruction Project
Bid Proposal Evaluation

Dear Ms. Ries:

Thomas Engineering Group, LLC (TEG) respectfully submits this letter to recommend a general contracting firm for performing construction services for the Residential Alley 10N Reconstruction Project.

On Wednesday, February 19, 2025, the Village received and opened eight (8) bid proposals from interested firms. A Bid Tabulation worksheet (attached) was developed for evaluation of the lowest bidder based on the bid values submitted at the bid opening. Our evaluation of bids included consideration of the unit prices and past performance with other municipalities. Based on the attached tabulation, Everlast Blacktop Inc., (Everlast) submitted the lowest bid proposal.

Everlast submitted a total bid proposal value of $761,486.78. The total bid is approximately 24.0 percent lower than the engineer's total estimated cost of $1,001,505.00. The total bid is approximately 3.8 percent lower than the second low bidder's total estimate of $790,185.71.

Everlast, located in Elgin, Illinois, has completed similar projects for other municipalities in the past and is IDOT prequalified. Based on this information, TEG believes that Everlast has performed work similar to the Village's defined scope and has the necessary equipment and qualified personnel to perform the required services.

Therefore, TEG hereby recommends the Village consider awarding the contract for the Residential Alley 10N Reconstruction Project to the lowest responsible bidder, Everlast Blacktop Inc., based on the Village's need for a contract amount not to exceed $761,486.78.

If you have any questions or require additional information, please call me at (630) 441-3761 or by e-mail at vincem@thomas-engineering.com.

Sincerely,

thomas engineering group, llc

Vince Micek, P.E., CFM

Attachments

Bid Tabulation Worksheet

Village of Westmont
Residential Alley 10N Reconstruction

Bid Opening: Wednesday, February 19th, 2025 @ 10:00 AM
Westmont Public Works - 155 East Burlington Avenue

Opened By: Village of Westmont Recorded By: Vince Micek (TEG)

PLANHOLDER	5% BID SECURITY*	TOTAL BID
A Lamp	*	$1,024,985.66
Abbey Construction		Non-Bidder
Acqua Contractors		Non-Bidder
Brothers Asphalt	*	$867,502.41
Chicagoland Paving	*	$845,000.00
D'Land Construction	*	$988,910.10
Everlast Blacktop	*	$794,087.46 (as read) $761,486.78 (corrected)
K-Five		Non-Bidder
M&J Asphalt	*	$901,737.91
Matthew Paving		Non-Bidder
R.W. Dunteman	*	$797,940.00
Schroeder Asphalt	*	$790,185.71

* - Bid Bond, Certified Check, or Bank Cashier's Check

PROJECT	Village of Westmont - Residential Alley 10N Reconstruction	DATE:	19-Feb-25	ENGINEER'S ESTIMATE		1		2		3		4		5		6		7		8	
LOCATION		TIME:	10:00			Everlast Blacktop		Schroeder Asphalt		R.W. Dunteman Company		Chicagoland Paving		Brothers Asphalt		M&J Asphalt		D'Land Construction		A Lamp	
SECTION:						7N540 IL Route 25		PO Box 831		600 S. Lombard Road		225 Telser Road		315 S. Stewart Avenue		3124 S. 60th Ct.		1300 Chase Street		1900 Wright Blvd.	
Prepared by:	Vince Micek, P.E., CFM					Elgin, IL 60120		Hunley, IL 60142		Addison, IL 60101		Lake Zurich, IL 60047		Addison, IL 60101		Cicero, IL 60804		Algonquin, IL 60102		Schaumberg, IL 60193	
	Note: 5% Bid Bonds included for all bids																				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ESTIMATE UNIT COST	ESTIMATE TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	20	$ 75.00	$1,500.00	$40.00	$800.00	$155.00	$3,100.00	$60.00	$1,200.00	$40.00	$800.00	$73.00	$1,460.00	$150.00	$3,000.00	$86.00	$1,720.00	$100.00	$2,000.00
2	TEMPORARY FENCE	FOOT	500	$ 5.00	$2,500.00	$2.00	$1,000.00	$4.00	$2,000.00	$3.20	$1,600.00	$1.00	$500.00	$4.16	$2,080.00	$4.30	$2,150.00	$4.00	$2,000.00	$1.00	$500.00
3	EARTH EXCAVATION	CU YD	1,450	$ 55.00	$79,750.00	$40.00	$58,000.00	$62.00	$89,900.00	$52.40	$75,980.00	$60.00	$87,000.00	$50.00	$72,500.00	$77.40	$112,230.00	$72.00	$104,400.00	$57.50	$83,375.00
4	TRENCH BACKFILL	CU YD	100	$ 60.00	$6,000.00	$60.00	$6,000.00	$22.00	$2,200.00	$20.00	$2,000.00	$24.00	$2,400.00	$20.80	$2,080.00	$24.80	$2,480.00	$57.00	$5,700.00	$39.00	$3,900.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,423	$ 3.00	$7,269.00	$1.75	$4,240.25	$2.00	$4,846.00	$2.00	$4,846.00	$1.50	$3,634.50	$3.00	$7,269.00	$2.90	$7,026.70	$4.00	$9,692.00	$2.00	$4,846.00
6	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	1,324	$ 10.00	$13,240.00	$6.00	$7,944.00	$8.50	$11,254.00	$7.75	$10,261.00	$8.00	$10,592.00	$6.24	$8,261.76	$6.50	$8,606.00	$9.00	$11,916.00	$9.00	$11,916.00
7	SEEDING, CLASS 2A	ACRE	0.25	$ 8,000.00	$2,000.00	$10,000.00	$2,500.00	$6,000.00	$1,500.00	$5,000.00	$1,250.00	$10,000.00	$2,500.00	$24,234.49	$6,058.62	$25,166.00	$6,291.50	$5,750.00	$1,437.50	$9,500.00	$2,375.00
8	EROSION CONTROL BLANKET	SQ YD	1,007	$ 3.00	$3,021.00	$2.00	$2,014.00	$2.85	$2,869.95	$2.50	$2,517.50	$5.00	$5,035.00	$4.16	$4,189.12	$4.30	$4,330.10	$2.75	$2,769.25	$6.50	$6,545.50
9	SODDING, SALT TOLERANT	SQ YD	318	$ 25.00	$7,950.00	$12.00	$3,816.00	$14.00	$4,452.00	$12.50	$3,975.00	$30.00	$9,540.00	$29.64	$9,425.52	$30.80	$9,794.40	$14.25	$4,531.50	$14.75	$4,690.50
10	INLET FILTERS	EACH	13	$ 250.00	$3,250.00	$120.00	$1,560.00	$160.00	$2,080.00	$135.00	$1,755.00	$160.00	$2,080.00	$140.40	$1,825.20	$162.00	$2,106.00	$250.00	$3,250.00	$15.00	$195.00
11	SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	159	$ 9.00	$1,431.00	$4.00	$636.00	$11.00	$1,749.00	$4.50	$715.50	$3.50	$556.50	$2.60	$413.40	$2.50	$397.50	$2.50	$397.50	$5.50	$874.50
12	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	345	$ 14.00	$4,830.00	$6.00	$2,070.00	$17.50	$6,037.50	$8.65	$2,984.25	$6.00	$2,070.00	$5.00	$1,725.00	$5.00	$1,725.00	$4.75	$1,638.75	$8.75	$3,018.75
13	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	245	$ 17.00	$4,165.00	$8.00	$1,960.00	$12.00	$2,940.00	$12.60	$3,087.00	$12.00	$2,940.00	$7.00	$1,715.00	$12.25	$3,001.25	$9.00	$2,205.00	$14.75	$3,613.75
14	SUBBASE GRANULAR MATERIAL, TYPE B 10"	SQ YD	2,423	$ 25.00	$60,575.00	$13.60	$32,952.80	$24.15	$58,515.45	$16.85	$40,827.55	$22.50	$54,517.50	$20.00	$48,460.00	$20.40	$49,429.20	$23.50	$56,940.50	$19.00	$46,037.00
15	BITUMINOUS MATERIALS (PRIME COAT)	POUND	4,582	$ 0.50	$2,291.00	$0.01	$45.82	$0.01	$45.82	$0.01	$45.82	$0.01	$45.82	$0.25	$1,145.50	$0.01	$45.82	$0.60	$2,749.20	$0.01	$45.82
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	459	$ 2.00	$918.00	$0.01	$4.59	$0.01	$4.59	$0.01	$4.59	$0.01	$4.59	$0.25	$114.75	$0.01	$4.59	$0.60	$275.40	$0.01	$4.59
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	343	$ 115.00	$39,445.00	$114.00	$39,102.00	$110.00	$37,730.00	$95.05	$32,602.15	$125.00	$42,875.00	$135.00	$46,305.00	$164.00	$56,252.00	$153.00	$52,479.00	$105.00	$36,015.00
18	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	229	$ 125.00	$28,625.00	$114.00	$26,106.00	$115.00	$26,335.00	$97.90	$22,419.10	$125.00	$28,625.00	$173.00	$39,617.00	$133.50	$30,571.50	$160.00	$36,640.00	$119.00	$27,251.00
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	172	$ 90.00	$15,480.00	$110.00	$18,920.00	$99.00	$17,028.00	$73.20	$12,590.40	$105.00	$18,060.00	$98.80	$16,993.60	$83.40	$14,344.80	$95.00	$16,340.00	$106.00	$18,232.00
20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 9 INCH	SQ YD	174	$ 130.00	$22,620.00	$129.00	$22,446.00	$139.00	$24,186.00	$83.85	$14,589.90	$156.00	$27,144.00	$130.00	$22,620.00	$123.70	$21,523.80	$125.00	$21,750.00	$146.00	$25,404.00
21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	954	$ 15.00	$14,310.00	$14.00	$13,356.00	$13.35	$12,735.90	$10.65	$10,160.10	$13.60	$12,974.40	$14.04	$13,394.16	$8.00	$7,632.00	$13.50	$12,879.00	$10.00	$9,540.00
22	DETECTABLE WARNINGS	SQ FT	20	$ 50.00	$1,000.00	$50.00	$1,000.00	$55.00	$1,100.00	$31.75	$635.00	$52.00	$1,040.00	$41.60	$832.00	$30.80	$616.00	$40.00	$800.00	$25.00	$500.00
23	PAVEMENT REMOVAL	SQ YD	23	$ 50.00	$1,150.00	$24.00	$552.00	$22.00	$506.00	$37.60	$864.80	$15.00	$345.00	$30.00	$690.00	$23.80	$547.40	$25.00	$575.00	$54.00	$1,242.00
24	DRIVEWAY PAVEMENT REMOVAL	SQ YD	129	$ 25.00	$3,225.00	$18.00	$2,322.00	$19.00	$2,451.00	$30.80	$3,973.20	$15.00	$1,935.00	$20.00	$2,580.00	$21.50	$2,773.50	$25.00	$3,225.00	$37.00	$4,773.00
25	COMBINATION CURB AND GUTTER REMOVAL	FOOT	399	$ 15.00	$5,985.00	$9.00	$3,591.00	$10.50	$4,189.50	$13.60	$5,426.40	$10.00	$3,990.00	$10.40	$4,149.60	$9.00	$3,591.00	$10.00	$3,990.00	$9.25	$3,690.75
26	SIDEWALK REMOVAL	SQ FT	764	$ 5.00	$3,820.00	$2.00	$1,528.00	$3.10	$2,368.40	$3.40	$2,597.60	$2.00	$1,528.00	$5.20	$3,972.80	$1.70	$1,298.80	$5.00	$3,820.00	$2.50	$1,910.00
27	CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	69	$ 250.00	$17,250.00	$165.00	$11,385.00	$144.00	$9,936.00	$210.70	$14,538.30	$200.00	$13,800.00	$234.00	$16,146.00	$298.00	$20,562.00	$225.00	$15,525.00	$240.00	$16,560.00
28	CLASS B PATCH - EXPANSION JOINT	FOOT	26	$ 40.00	$1,040.00	$18.00	$468.00	$55.00	$1,430.00	$135.00	$3,510.00	$55.00	$1,430.00	$26.00	$676.00	$1.30	$33.80	$25.00	$650.00	$38.00	$988.00
29	DOWEL BARS 1 1/2"	EACH	40	$ 25.00	$1,000.00	$18.00	$720.00	$27.50	$1,100.00	$25.00	$1,000.00	$26.00	$1,040.00	$10.40	$416.00	$11.00	$440.00	$10.00	$400.00	$9.75	$390.00
30	TIE BARS 3/4"	EACH	30	$ 15.00	$450.00	$18.00	$540.00	$17.00	$510.00	$18.20	$546.00	$15.75	$472.50	$4.68	$140.40	$2.00	$60.00	$4.50	$135.00	$4.50	$135.00
31	TIE BARS 1 1/4"	EACH	20	$ 30.00	$600.00	$18.00	$360.00	$23.00	$460.00	$19.20	$384.00	$21.00	$420.00	$5.20	$104.00	$2.00	$40.00	$5.00	$100.00	$8.50	$170.00
32	STORM SEWERS, CLASS B, TYPE 1 10"	FOOT	547	$ 140.00	$76,580.00	$89.00	$48,683.00	$99.00	$54,153.00	$90.00	$49,230.00	$130.00	$71,110.00	$93.60	$51,199.20	$135.00	$73,845.00	$127.00	$69,469.00	$144.00	$78,768.00
33	STORM SEWERS, CLASS B, TYPE 2 10"	FOOT	510	$ 140.00	$71,400.00	$89.00	$45,390.00	$100.00	$51,000.00	$92.00	$46,920.00	$136.00	$69,360.00	$95.68	$48,796.80	$140.00	$71,400.00	$130.00	$66,300.00	$167.00	$85,170.00
34	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	166	$ 160.00	$26,560.00	$98.00	$16,268.00	$132.00	$21,912.00	$120.00	$19,920.00	$141.00	$23,406.00	$124.80	$20,716.80	$145.80	$24,202.80	$125.00	$20,750.00	$212.00	$35,192.00
35	STORM SEWER REMOVAL 12"	FOOT	152	$ 30.00	$4,560.00	$40.00	$6,080.00	$25.30	$3,845.60	$23.00	$3,496.00	$5.25	$798.00	$23.92	$3,635.84	$5.40	$820.80	$15.00	$2,280.00	$56.00	$8,512.00
36	PIPE UNDERDRAINS, TYPE 1, 4"	FOOT	395	$ 50.00	$19,750.00	$41.00	$16,195.00	$41.00	$16,195.00	$38.00	$15,010.00	$43.75	$17,281.25	$39.52	$15,610.40	$45.40	$17,933.00	$41.00	$16,195.00	$60.00	$23,700.00
37	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	2	$ 4,000.00	$8,000.00	$3,800.00	$7,600.00	$2,480.00	$4,960.00	$2,260.00	$4,520.00	$2,975.00	$5,950.00	$2,350.00	$4,700.00	$3,000.00	$6,000.00	$2,666.00	$5,332.00	$3,100.00	$6,200.00
38	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	$ 4,000.00	$4,000.00	$3,800.00	$3,800.00	$2,300.00	$2,300.00	$2,100.00	$2,100.00	$2,775.00	$2,775.00	$2,184.00	$2,184.00	$2,850.00	$2,850.00	$2,645.00	$2,645.00	$2,900.00	$2,900.00
39	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 15,000.00	$15,000.00	$9,400.00	$9,400.00	$22,700.00	$22,700.00	$20,650.00	$20,650.00	$22,150.00	$22,150.00	$21,476.00	$21,476.00	$22,250.00	$22,250.00	$13,100.00	$13,100.00	$21,450.00	$21,450.00
40	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	4	$ 3,000.00	$12,000.00	$2,950.00	$11,800.00	$2,025.00	$8,100.00	$1,850.00	$7,400.00	$2,450.00	$9,800.00	$1,924.00	$7,696.00	$2,500.00	$10,000.00	$2,532.00	$10,128.00	$3,000.00	$12,000.00
41	INLETS, TYPE B, TYPE 1 FRAME, OPEN LID	EACH	3	$ 4,000.00	$12,000.00	$2,950.00	$8,850.00	$3,770.00	$11,310.00	$3,430.00	$10,290.00	$4,025.00	$12,075.00	$3,567.00	$10,701.00	$4,100.00	$12,300.00	$3,200.00	$9,600.00	$4,375.00	$13,125.00
42	INLETS, TYPE B, TYPE 1 FRAME, CLOSED LID	EACH	5	$ 4,000.00	$20,000.00	$2,950.00	$14,750.00	$600.00	$3,000.00	$3,430.00	$17,150.00	$4,025.00	$20,125.00	$3,567.00	$17,835.00	$4,150.00	$20,750.00	$3,300.00	$16,500.00	$5,725.00	$28,625.00
43	MANHOLES TO BE ADJUSTED	EACH	2	$ 1,000.00	$2,000.00	$400.00	$800.00	$165.00	$330.00	$550.00	$1,100.00	$475.00	$950.00	$572.00	$1,144.00	$486.00	$972.00	$550.00	$1,100.00	$825.00	$1,650.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.06	FOOT	318	$ 40.00	$12,720.00	$50.00	$15,900.00	$50.00	$15,900.00	$34.95	$11,114.10	$52.00	$16,536.00	$52.00	$16,536.00	$35.40	$11,257.20	$50.00	$15,900.00	$39.00	$12,402.00
45	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	191	$ 50.00	$9,550.00	$40.00	$7,640.00	$50.00	$9,550.00	$36.50	$6,971.50	$52.00	$9,932.00	$52.00	$9,932.00	$35.40	$6,761.40	$50.00	$9,550.00	$49.00	$9,359.00
46	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	66	$ 70.00	$4,620.00	$41.00	$2,706.00	$66.00	$4,356.00	$52.20	$3,445.20	$83.50	$5,511.00	$67.60	$4,461.60	$34.15	$2,253.90	$65.00	$4,290.00	$86.00	$5,676.00
47	NON-SPECIAL WASTE DISPOSAL	CU YD	75	$ 100.00	$7,500.00	$94.00	$7,050.00	$70.00	$5,250.00	$101.15	$7,586.25	$25.00	$1,875.00	$150.00	$11,250.00	$55.00	$4,125.00	$50.00	$3,750.00	$85.00	$6,375.00
48	MOBILIZATION	L SUM	1	$ 55,000.00	$55,000.00	$28,396.92	$28,396.92	$11,000.00	$11,000.00	$43,436.19	$43,436.19	$23,137.89	$23,137.89	$16,100.00	$16,100.00	$20,794.25	$20,794.25	$56,000.00	$56,000.00	$61,475.00	$61,475.00
49	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	70	$ 10.00	$700.00	$29.00	$2,030.00	$119.00	$8,330.00	$55.00	$3,850.00	$40.00	$2,800.00	$29.75	$2,082.50	$2.70	$189.00	$80.50	$5,635.00	$28.50	$1,995.00
50	MULCH	SQ YD	83	$ 15.00	$1,245.00	$7.00	$581.00	$22.00	$1,826.00	$20.00	$1,660.00	$15.00	$1,245.00	$20.28	$1,683.24	$21.00	$1,743.00	$23.00	$1,909.00	$12.50	$1,037.50
51	WASHOUT BASIN	L SUM	1	$ 5,000.00	$5,000.00	$2,500.00	$2,500.00	$725.00	$725.00	$2,000.00	$2,000.00	$2,100.00	$2,100.00	$3,900.00	$3,900.00	$900.00	$900.00	$3,750.00	$3,750.00	$1,000.00	$1,000.00
52	MULTIAXIAL GEOGRID REINFORCEMENT	SQ YD	2,423	$ 10.00	$24,230.00	$7.00	$16,961.00	$6.50	$15,749.50	$8.05	$19,505.15	$6.85	$16,597.55	$7.00	$16,961.00	$2.90	$7,026.70	$5.00	$12,115.00	$9.50	$23,018.50
53	TIMBER RETAINING WALL REMOVAL	FOOT	56	$ 50.00	$2,800.00	$50.00	$2,800.00	$15.00	$840.00	$18.50	$1,036.00	$25.00	$1,400.00	$25.00	$1,400.00	$85.00	$4,760.00	$10.00	$560.00	$30.00	$1,680.00
54	REMOVE EXISTING FLARED END SECTION	EACH	1	$ 1,000.00	$1,000.00	$500.00	$500.00	$165.00	$165.00	$150.00	$150.00	$340.00	$340.00	$156.00	$156.00	$351.00	$351.00	$350.00	$350.00	$525.00	$525.00
55	CONNECTION TO EXISTING MANHOLE	EACH	1	$ 1,500.00	$1,500.00	$2,000.00	$2,000.00	$550.00	$550.00	$500.00	$500.00	$920.00	$920.00	$520.00	$520.00	$950.40	$950.40	$1,200.00	$1,200.00	$1,500.00	$1,500.00
56	SANITARY MANHOLES TO BE ADJUSTED	EACH	7	$ 1,500.00	$10,500.00	$850.00	$5,950.00	$990.00	$6,930.00	$900.00	$6,300.00	$1,425.00	$9,975.00	$936.00	$6,552.00	$1,458.00	$10,206.00	$1,250.00	$8,750.00	$1,150.00	$8,050.00
57	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$ 30,000.00	$30,000.00	$14,766.40	$14,766.40	$6,800.00	$6,800.00	$43,510.00	$43,510.00	$3,500.00	$3,500.00	$9,360.00	$9,360.00	$18,219.30	$18,219.30	$7,000.00	$7,000.00	$74,550.00	$74,550.00
58	SANITARY SERVICE TO BE ADJUSTED	EACH	10	$ 2,500.00	$25,000.00	$3,200.00	$32,000.00	$920.00	$9,200.00	$840.00	$8,400.00	$715.00	$7,150.00	$874.00	$8,740.00	$730.00	$7,300.00	$3,300.00	$33,000.00	$2,000.00	$20,000.00
59	STORM SEWER BACKFLOW PREVENTER	EACH	1	$ 10,000.00	$10,000.00	$4,000.00	$4,000.00	$3,400.00	$3,400.00	$3,100.00	$3,100.00	$5,475.00	$5,475.00	$3,224.00	$3,224.00	$5,600.00	$5,600.00	$6,500.00	$6,500.00	$2,650.00	$2,650.00
60	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	102	$ 50.00	$5,100.00	$21.00	$2,142.00	$38.00	$3,876.00	$30.50	$3,111.00	$35.00	$3,570.00	$40.00	$4,080.00	$23.55	$2,402.10	$28.75	$2,932.50	$43.00	$4,386.00
61	CONSTRUCTION LAYOUT	L SUM	1	$ 15,000.00	$15,000.00	$6,500.00	$6,500.00	$23,000.00	$23,000.00	$9,000.00	$9,000.00	$11,000.00	$11,000.00	$20,800.00	$20,800.00	$7,500.00	$7,500.00	$17,000.00	$17,000.00	$23,540.00	$23,540.00
62	TREE PRESERVATION FENCE	FOOT	168	$ 10.00	$1,680.00	$3.00	$504.00	$5.00	$840.00	$45.00	$7,560.00	$1.00	$168.00	$26.00	$4,368.00	$26.50	$4,452.00	$52.00	$8,736.00	$5.00	$840.00
63	ALLEY APRON REMOVAL	SQ YD	175	$ 30.00	$5,250.00	$18.00	$3,150.00	$22.00	$3,850.00	$28.60	$5,005.00	$15.00	$2,625.00	$15.60	$2,730.00	$28.00	$4,900.00	$18.00	$3,150.00	$23.50	$4,112.50
64	CLASS D PATCHES, TYPE III, 10.5 INCH	SQ YD	91	$ 120.00	$10,920.00	$74.00	$6,734.00	$120.00	$10,920.00	$95.45	$8,685.95	$110.00	$10,010.00	$120.00	$10,920.00	$151.40	$13,777.40	$93.00	$8,463.00	$114.00	$10,374.00
65	FLUSH PCC EDGE RESTRAINT	FOOT	2,990	$ 35.00	$104,650.00	$38.00	$113,620.00	$28.75	$85,962.50	$33.35	$99,716.50	$29.25	$87,457.50	$47.84	$143,041.60	$33.90	$101,361.00	$46.00	$137,540.00	$29.00	$86,710.00
66	PRECONSTRUCTION VIDEO TAPING	LSUM	1	$ 4,000.00	$4,000.00	$500.00	$500.00	$800.00	$800.00	$625.00	$625.00	$1,000.00	$1,000.00	$650.00	$650.00	$3,680.00	$3,680.00	$1,500.00	$1,500.00	$700.00	$700.00
67	CASH ALLOWANCE	USD	25,000	$ 1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
	% Lower Than Engineer's Estimate:	24.0%		TOTAL	$1,001,505.00	TOTAL	$761,486.78	TOTAL	$790,185.71	TOTAL	$797,940.00	TOTAL	$845,000.00	TOTAL	$867,502.41	TOTAL	$901,737.91	TOTAL	$988,910.10	TOTAL	$1,024,985.66
	% Lower Than 2nd Bidder:	3.8%				AS READ	$794,087.46	AS READ	$790,185.71	AS READ	$797,940.00	AS READ	$845,000.00	AS READ	$867,502.41	AS READ	$901,737.91	AS READ	$988,910.10	AS READ	$1,024,985.66

thomas engineering group
service at the highest grade
2625 butterfield road
suite 209W
oak brook, illinois 60523

February 26, 2025

Ms. Amy Ries, P.E.
Village of Westmont
155 E. Burlington Avenue
Westmont, Illinois 60559

Re: Proposal for Phase III – Inspection and Material Testing Services
Residential Alley 10N Reconstruction

Dear Ms. Ries:

Thomas Engineering Group, LLC (TEG) respectfully submits the following Proposal for Construction Services to the Village of Westmont for the Residential Alley 10N Reconstruction project. TEG is excited about the opportunity to continue to work with Village staff on this project. We feel that our due diligence, expertise, and experience will provide Westmont with a valuable investment. TEG staff have already assisted the Village by preparing the final design engineering, contract documents, specifications, and estimates, and by performing quality assurance/quality control review of the final plans. Our staff's project involvement and local, relevant experience make TEG an excellent fit for this assignment.

Scope of Services

TEG understands that the Village requires full time inspection services and material testing for the construction of the project. TEG has assembled a construction observation team with professionals that have substantial relevant experience and are experts in community relations, construction staging, and Contractor oversight. TEG's Project Manager, Ed Herlihy, P.E., will be providing administrative and inspection support. During critical and complicated aspects of the project our proposed Project Manager will be on site to support our RE. Our proposed Resident Engineer will be present on site daily to provide the services outlined in the scope below.

Pre-Construction Tasks:

1. Chair a preconstruction conference with the Contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.

2. Obtain from the Contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.

3. Review the construction schedule submitted by the Contractor for compliance with the contract.

4. Check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.

Construction Tasks:

1. Keep an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.

2. Be present when the Contractor is performing work on-site associated with the project for which observation is necessary.

3. Verify all construction staking for the drainage work, sanitary work, curb, pavement installation, and other necessary layouts.

4. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.

5. Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.

6. Make all arrangements and measure/survey all cross sections from which the various pay items are to be measured. Checks will be made to determine if the work has been completed in substantial conformance with the plan cross sections.

7. TEG will document (via photographs, video, and written documentation) the Contractor's activities on a daily basis.

8. Cooperate with the Contractor in dealing with the various agencies having jurisdiction over the Project.

9. Review Contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.

10. Perform weekly traffic control and erosion control checks.

11. Coordinate QA review of QC plans, QA material testing with TEG's material testing sub-consultant. Review, approve, and keep record of all material reports and performance of QA sub-consultant.

12. Prepare payment requisitions and change orders utilizing Village preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.

13. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.

14. Conduct final inspection with the Village and prepare a final punch list of items to be corrected.

15. Verify that all items on the final punch list have been corrected and make recommendations to the Village for project completion and closeout.

16. Maintain a set of Record Drawings on which all changes are noted.

Post-Construction Tasks:

1. Perform final documentation pursuant to Section A in the Documentation Section of the IDOT Construction Manual.

2. Close out project within 30 days after all construction is completed.

3. Review the final Record Drawings provided by the Contractor.

4. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.

5. Compile and submit final documentation. Pursue and complete final close-out.

Fees

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

Our overall Inspection and Material Testing Services fee for the Residential Alley 10N Reconstruction Project is **$124,990.00.**

We are truly excited about the opportunity to continue working for Westmont and helping serve your community by providing cost-effective solutions that are context appropriate. We look forward to answering any questions that you may have about our firm, staff, or experience. We are highly confident that our expertise and excitement for providing these municipal services will be readily apparent in our proposal. If you have any questions or require additional information regarding our fee, please e-mail me at edh@thomas-engineering.com or call me at (630) 973-6405.

Sincerely,
thomas engineering group, llc

Ed Herlihy, P.E.
Project Manager

Attachments

Construction Schedule - Thomas Engineering Group
Residential Alley 10N Project
Village of Westmont
Construction Year 2025

Task No.	Task Description	Week 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Preconstruction																					
1	Preconstruction Meeting																				
2	Notice to Proceed																				
3	Material Certification & Shop Drawing Submittal & Review																				
Construction																					
4	Traffic Control and Protection																				
5	Mobilization / Layout / Erosion Control / Temp Fence																				
6	Sawcuts + Removals (HMA + PCC)																				
7	Earth Excavation																				
8	Catch Basins + Manholes + Storm Sewers																				
9	Geofab +Geogrid + Aggregate Base Course																				
10	PCC C&G (incl. cure time)																				
11	PCC Sidewalk + Driveways + HMA																				
12	Restoration & Landscape																				
13	Punchlist																				
Post Construction																					
14	Project Closeout / Record Drawings																				

	Pre		Construction																Post		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total Hours
PROJECT MANAGER	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44
RESIDENT ENGINEER	16	16	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	28	28	728
SURVEY/CADD TECH			8																		8
QUALITY ASSURANCE (QA)	$	500.00	Total Number of Days Requiring QA: 6																		**780**

NOTES:

Anticipated start of Alley 10N construction is 04/14/2025

Anticipated completion of Alley 10N is 08/15/2025

Thomas Engineering Group, LLC			Village of Westmont - Residential Alley 10N Reconstruction					
							TOTAL	
			PRE CONSTRUCTION	CONSTRUCTION	POST-CONSTRUCTION			
	RATE		TOTAL	TOTAL	TOTAL		JOB HOURS	JOB SALARY
PROJECT MANAGER	$ 65.00		**8**	**32**	**4**		44	$ 2,860.00
RESIDENT ENGINEER	$ 50.00		**32**	**640**	**56**		728	$ 36,400.00
SURVEY/CADD TECH	$ 40.00		**0**	**8**	**0**		8	$ 320.00
TOTAL			**40**	**680**	**60**		**780**	
								$ 39,580.00

Direct Costs	Vehicle Days	50	$65/day		$ 3,250.00
					$ 3,250.00

MULTIPLIER		
3.0	**$**	**118,740.00**
Direct Costs	**$**	**3,250.00**
QA/Testing	**$**	**3,000.00**
TOTAL	**$**	**124,990.00**

FUEL PURCHASE CONTRACT BETWEEN AL WARREN OIL CO., INC.
AND THE VILLAGE OF WESTMONT

THIS AGREEMENT is entered into this _4th_ day of February, 2025, between the Village of Westmont, Illinois a body corporate and politic, located at 31 W. Quincy St. Westmont, IL 60559 (hereinafter referred to as the VILLAGE), and Al Warren Oil Co., Inc., licensed to do business in the State of Illinois, located at 1646 Summer Street, Hammond, IN 46320 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE requires the goods and/or services specified in the attached DuPage County Gasoline and Diesel Fuel bid (opened February 28,2023) for the VILLAGE, located at 6015 S. CASS AVENUE, WESTONT, IL 60559; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract. The CONTRACTOR will provide 87 octane unleaded gas at $.045/gal over the Oil Price Information Service (OPIS) Chicago region Low Rack on the day of delivery and B20 bio-diesel fuel at $.045/gal over the OPIS Chicago region Low Rack on the day of delivery.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i Village Purchase Order

1.2 All documents are or will be on file in the office at Village Hall located at 31 W. Quincy St. Westmont, IL 60559.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on 4/1/2025 and continuing through 3/31/2026.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, THE VILLAGE shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the VILLAGE. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the Village is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the Village is required to use the services of an attorney, including the States Attorney, then the Village shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the Village pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF WESTMONT, IL	**AL WARREN OIL CO. INC.**
By: _____	By: Arnie Berg
SIGNATURE	SIGNATURE
_____	Arnie Berg
PRINTED NAME	PRINTED NAME
_____	Business Development Mang.
PRINTED TITLE	PRINTED TITLE
_____	2/4/25
DATE	DATE

February 18, 2025

Ms. Amy Ries, PE
Village of Westmont
31 W Quincy Street
Westmont, Illinois 60559

Subject: Village of Westmont – Park, Chicago, and Willard Water Main Improvements

Dear Ms. Ries:

Baxter & Woodman, Inc. is pleased to submit this Proposal to complete design engineering services for the Park, Chicago, and Willard Water Main Improvements project. The Project includes approximately 5,900 lineal feet of water main replacement on N Park Street from W Naperville Road to Ogden Avenue, on Chicago Avenue from N Grant St to the Village limits at approximately 314 W Chicago Avenue, and on Willard Place from N Park Street to N Washington Street.

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

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION
   - 1.1. PROJECT MANAGEMENT
     - A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
     - B. Coordinate with Village and project team to ensure the goals of the project are achieved.
     - C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
   - 1.2. PROJECT MEETINGS
     - A. The following meetings are anticipated for this project:
       1. Meetings with Village (4 total)
          - a) Kickoff Meeting
          - b) Preliminary (30%) Design Review Meeting
          - c) 60% Design Review Meeting
          - d) Pre-final (95%) Meeting
   - 1.3. COLLECT EXISTING DATA
     - A. Obtain, review, and evaluate the following information provided by the Village for use in design:
       1. Utility Atlases

2. Environmental Studies
3. Right-of-Way, GIS, and property data

1.4. TOPOGRAPHIC SURVEY

A. Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

C. Right of Way: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. No right-of-way or easement acquisition is anticipated. Work to complete Plat of Easement or Plat of Dedication is not included.

1.5. SITE VISITS FOR DESIGNERS

A. Conduct site visits to familiarize the designer(s) with the sites and clarify any discrepancies on the Drawings.

B. Walk the proposed improvement routes with Village staff to: resolve deficient/questionable items from the topographic survey; evaluate the condition of existing pavements, drainage structures, sidewalk, and curb and gutter; confirm the horizontal and vertical alignment of new pipeline; identify installation methods; evaluate the condition of existing surfaces and structures and identify areas conducive for contractor staging; identify parkway features to be protected, and evaluate restoration options.

C. Prepare guidelines for protection of parkway features/trees, traffic control, construction staging, and restoration for the Village's use in communicating with residents, and for use during detailed design.

1.6. UTILITY LOCATES AND COORDINATION

A. Complete a Design Stage Request with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.

B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

C. Record and maintain documentation of communications with utilities.

1.7. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)

A. Obtain geological services for completing IEPA Form 663, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials. We anticipate (8) samples at 5-foot depth.

2. PRELIMINARY DESIGN
   2.1. PRELIMINARY DESIGN DOCUMENTS
      A. Develop base sheets of natural and man-made features from topographic survey data.
      B. Indicate the location of all utilities that can be obtained from the best available records, including utility company atlases.
      C. Prepare preliminary plan sheets (30%) that indicate the proposed layout of design elements.
      D. Create lists of deficient items for clarification at future site visits.

   2.2. PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST
      A. Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services.
      B. On the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

   2.3. PEER AND CONSTRUCTABILITY REVIEWS
      A. Conduct engineering QA/QC peer reviews of drawings and specifications.
      B. Conduct constructability review of drawings and specifications.
      C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

3. ENVIRONMENTAL COORDINATION AND PERMITTING
   3.1. PERMITS AND AGENCY COORDINATION
      A. Submit the design documents to obtain permits from IEPA.
      B. Obtain a historic preservation consultation from IHPA.

4. FINAL DESIGN AND PLAN DEVELOPMENT
   4.1. FINAL DESIGN
      A. Review and respond to Preliminary (60%) and Pre-Final (95%) plan sheets comments.
      B. Finalize the preferred geometric layout and cross section throughout the Project.
      C. Finalize the design for the proposed improvements including the water main location and elevation of pipelines, valves, fire hydrants, water services, and building service lines.

   4.2. BIDDING DOCUMENTS/PROJECT MANUAL
      A. Provide detailed drawings design elements and construction requirements.
      B. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases.
      C. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

D. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.

E. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

F. Both Pre-final (95%) and Final (100%) plan sheets and contract documents submittals are anticipated for this Project.

4.3. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

4.4. PEER AND CONSTRUCTABILITY REVIEWS

A. Conduct engineering QA/QC peer reviews of Final drawings and specifications.

B. Conduct constructability review of Final drawings and specifications.

C. Make revisions to Drawings and Specifications based on comments from both engineering and construction reviews.

4.5. NOT INCLUDED

A. The following items are not included within the scope of this project, but can be provided as additional services to the contract:

1. Permit Review fees
2. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations
3. Environmental Studies (PESA, PSI, etc.)
4. IDOT Utility Permit, to be obtained if work is required in Ogden Avenue right-of-way. If a permit is required, an amendment will be requested for additional services.

5. BID ASSISTANCE

5.1. BIDDING ASSISTANCE

A. Provide design assistance and clarification for bid documents.

1. Assist the Village with coordination and scheduling during the bid process.
2. Provide documents for bidding and assist the Village in solicitation of bids, prepare addenda as necessary.

3. Attend bid opening to receive and evaluate bids.
4. Tabulate bids and make a recommendation to the Village for an award of contract.

Fee

The Village shall pay the Engineer for the services performed or furnished, based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **$107,000**.

This proposal is valid for 90 days from the date issued.

Schedule

We estimate that the design work will be completed by the end of January 2026.

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

We appreciate the opportunity to work with the Village on this important Project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Jack Worsham at 815-444-3332 or jworsham@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

Village of Westmont

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WMNTV\2500343-Park Chicago and Willard Water M\Contract\Work\2500343.00_Proposal_ParkChicagoWillardWM.docx

BAXTER & WOODMAN Consulting Engineers

Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

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

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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

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

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

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

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

February 12, 2025

Ms. Amy Ries
Director of Public Works
Village of Westmont
155 E. Burlington Avenue
Westmont, IL 60559

Subject: Village of Westmont – Proposal for Final Design of Water System Improvements

Dear Ms. Ries:

The Village of Westmont (Village) is seeking final design services for recommended water system improvements included in the report titled Water Treatment Plant Rehabilitation-Preliminary Design prepared in August 2024 by Baxter & Woodman. This includes the preparation of three sets of bidding documents; one for the demolition of obsolete equipment and replacement of the chlorination system at the Water Treatment Control and Pumping Station (WTCPS) located at 39 E. Burlington Avenue, one for an overall Supervisory Control and Data Acquisition (SCADA) upgrade, and one for a pump room rehabilitation at the previously described WTCPS.

Scope of Services

1. PROJECT COORDINATION AND DATA COLLECTION
   - 1.1. PROJECT MANAGEMENT
     - A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
     - B. Coordinate with the Village and project team to ensure the goals of the project are achieved.
     - C. Provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.
   - 1.2. PROJECT MEETINGS
     - A. The following meetings are anticipated:
       1. Meetings with the Village (6 in-person, 6 virtual).
       2. Bi-weekly internal design meetings.
   - 1.3. COLLECT EXISTING DATA
     - A. Obtain, review, and evaluate the following information provided by the Village for use in design:
       1. Utility Atlases
       2. GIS Shape files surrounding the project limits

3. Aerial Photography
4. Operating Reports
5. Design documents from previous projects
6. SCADA I/O lists and panel drawings

1.4. TOPOGRAPHIC SURVEY

A. Topographic Survey: Perform topographic survey of the Project limits of natural and man-made features in order to develop base sheets for Project plan drawings. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

B. Develop base sheets of natural and man-made features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

C. Photos: Collect photographs along the project area to assist with design drawings and exhibits.

D. Drainage Structures: Collect drainage structure and/or culvert condition, inverts, size, and flow direction.

E. Interior Building Scan: Complete Interior scan of WTCPS to assist with Revit Model creation of the existing conditions.

1.5. SITE VISITS FOR DESIGNERS

A. Conduct up to three (3) site visits to familiarize the designer(s) with the sites and clarify any discrepancies on the Drawings.

1.6. UTILITY LOCATES AND COORDINATION

A. Complete a Design Stage Request with JULIE which consists of obtaining names and phone numbers of utilities located within the work area.

B. Obtain names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

C. Record and maintain documentation of communications with utilities.

2. ENVIRONMENTAL COORDINATION AND PERMITTING

2.1. PERMITS AND AGENCY COORDINATION

A. Submit the design documents to obtain permits from IEPA.

3. FINAL DESIGN AND PLAN DEVELOPMENT

3.1. FINAL DESIGN

A. Prepare three separate bid packages.

1. One bid package for WTCPS demolition and chlorination system replacement, including:
   a) Demolition of the existing clearwell/associated piping, diesel underground storage tank, emergency pump with diesel motor, exterior aerator, gas chlorination equipment, and air conditioning unit.
   b) Installation of a calcium hypochlorite system and new air conditioning condenser unit.
   c) Proposed drawing list:
      i. Cover Sheet
      ii. Legends, Abbreviations, Benchmarks
      iii. General Notes
      iv. Chlorination System Schematic
      v. Demolition – Site Plan
      vi. Demolition – Sections and Floorplans
      vii. Mechanical – Sections and Floorplans
      viii. Structural – Sections and Floorplans
      ix. Details - Civil
      x. Details – Mechanical
      xi. Details – Structural
      xii. Details - Architectural
      xiii. Electrical – Symbols
      xiv. Electrical – Sections and Floorplans
      xv. Electrical – Line Diagram
      xvi. Automation – Network Diagram
      xvii. Automation – Control Panel Diagram
2. One bid package for SCADA upgrades, including:
   a) Drawings and specifications for PLC and SCADA upgrades at:
      i. WTP Control Room, two (2) Water Towers and two (2) Pressure Adjusting Stations.
      ii. Moving the telemetry panel and chlorine analyzer at the North Pressure Adjusting Station above ground.
   b) New server architecture to provide:
      i. Redundancy at up and offsite location.
      ii. Remote access for Village staff.
      iii. Fiber optic network evaluation for communication capabilities.
      iv. Cybersecurity updates.
   c) Proposed drawing list:
      i. Cover Sheet
      ii. Symbol Sheet
      iii. Location Plan

iv. Water Plant Control Room
v. Water Tower Plans
vi. Pressure Stations Plans
vii. Installation Details
viii. SCADA Network Diagram
ix. Control Room Control Panel
x. Pressure Station Control Panel
xi. Water Treatment Plant Control Panel

3. One bid package for WTCPS pump room rehabilitation, including:
   a) Demolition of existing two low service pumps, three high service pumps, air compressors, MCC, and broken or pneumatically-actuated isolation valves.
   b) Installation of three new pumps and VFDs, a new MCC, new East Ground-Level Storage Tank flow control valve, miscellaneous and electrically-actuated isolation valves, and a new building generator and ATS.
   c) Proposed electrical drawing list:
      xii. Cover Sheet
      xiii. Legends, Abbreviations, Benchmarks
      xiv. General Notes
      xv. Piping Schematic
      xvi. Demolition Plan
      xvii. Demolition Sections
      xviii. Mechanical Plan
      xix. Mechanical Sections
      xx. Structural Plan and Sections
      xxi. Details - Civil
      xxii. Details – Mechanical
      xxiii. Details – Structural
      xxiv. Details - Architectural
      xxv. Electrical Symbol Sheet
      xxvi. Electrical Site Plan
      xxvii. Upper Level Electrical Plan
      xxviii. Low Level Electrical plan
      xxix. Single Line
      xxx. Cable Conduit Schedule
      xxxi. Panel Schedules
      xxxii. Control/ Motor Schematic
      xxxiii. Control/ Motor Schematic
      xxxiv. Installation Details
      xxxv. PID Symbol Sheet

xxxvi. PID No.1

xxxvii. PID No.2

B. Review and respond to Preliminary (60%) and Pre-Final (90%) plan sheets comments.

3.2. BIDDING DOCUMENTS/PROJECT MANUAL

A. Provide detailed drawings design elements and construction requirements.

B. Indicate location of all utilities that can be obtained from the best available records, including utility company atlases and SUE locates.

C. Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

D. Prepare Design Documents consisting of Drawings and Specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). Specifications prepared in conformance with the format of the Construction Specification Institute.

E. Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of "Front End Documents" including Advertisement for Bids, Bidder Instructions. Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

F. Both Pre-final (60% and 90%) and Final (100%) plan sheets and contract documents submittals are anticipated for this Project.

3.3. ENGINEER'S OPINION OF PROBABLE COST - Prepare Opinion of Probable Costs (OPC) for the Project including: construction cost; contingencies; construction engineering services; and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

3.4. PEER AND CONSTRUCTABILITY REVIEWS - Perform in-house peer and milestone reviews by senior staff during prefinal and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

3.5. DELIVERABLES

A. The following is a list of anticipated final deliverables to the Village for each set of bidding documents for this project:

1. Full sized For Bid Plan Sheets - One (1) copy
2. 11x17 sized For Bid Plan Sheets - One (1) copy
3. Project Manual - One (1) copy
4. Engineer's Opinion of Probable Cost
5. Digital copy of plan sheets, contract documents, and EOPC

3.6. NOT INCLUDED

A. The following items are not included within the scope of this project, but can be provided as additional services to the contract:

1. Permit Review fees
2. Environmental Studies (PESA, PSI, etc.)
3. Geotechnical and CCDD investigation
4. Funding considerations/applications

4. BID ASSISTANCE

4.1. BIDDING ASSISTANCE

A. Provide design assistance and clarification for three sets of bidding documents.

1. Assist the Village with coordination and scheduling during the bid process.
2. Provide documents for bidding and assist the Village in solicitation of bids, prepare addenda as necessary.
3. Attend bid opening to receive and evaluate bids.
4. Tabulate bids and make a recommendation to the Village for an award of contract.

Fee

The Village shall pay the Engineer for the services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, including travel, which will not exceed **$96,000 for the WTPCS Demolition and Chlorination System Replacement, $50,000 for the SCADA Upgrade, and $153,000 for the WTCPS Pump Room Rehabilitation** for a combined not-to -exceed fee of $299,000

This proposal is valid for 90 days from the date issued.

Schedule

Baxter and Woodman, Inc. shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project tasks shall be completed by the dates provided in the below schedule:

WTCPS Demolition and Chlorination System Replacement Milestone	Date
Survey Complete	April 2025
60% Plans to the Village for Review	June 2025
Submit IEPA Construction Permit Applications	June 2025
90% Plans to the Village for Review	October 2025
Ads For Bid	November 2025
Bid Opening	December 2025

SCADA Upgrade Milestone	Date
Start Design	August 2025

60% Document to the Village for Review	October 2025
90% Documents to the Village for Review	February 2026
Ads For Bid	March 2026
Bid Opening	April 2026

WTCPS Pump Room Rehabilitation Milestone	Date
Start Design	August 2025
60% Plans to the Village for Review	November 2025
Submit IEPA Construction Permit Applications	December 2025
90% Plans to the Village for Review	April 2026
Ads For Bid	May 2026
Bid Opening	June 2026

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Lauren Schuld at 815-444-3306 or lschuld@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

Village of Westmont

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WMNTV\2400118-Water Facility Eval\Contracts\Work\Design Services\2400118.01-.03_Proposal_Water System Improvements Design.docx

BAXTER & WOODMAN Consulting Engineers

Standard Terms and Conditions

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

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

Invoices and Payments – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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

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

Insurance – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	$10 million per claim and aggregate
General Liability:	$1 million per claim	Professional Liability:	$5 million per claim
	$2 million aggregate		$10 million aggregate
Automobile Liability:	$1 million combined single limit		

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

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

Dispute Resolution – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-99 OF THE VILLAGE CODE OF ORDINANCES REGARDING INDEMNIFICATION OF OFFICERS AND EMPLOYEES

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

WHEREAS, Chapter 2 "Administration", Article III "Officers and Employees", Division 1 "Generally", Section 2-99 "Indemnification of certain officials" of the Village Code of Ordinances sets forth the obligations of the Village to indemnify, defend, and hold harmless certain Village officials and employees; and

WHEREAS, the Village desires to amend said Section 2-99 of the Village Code of Ordinances to reflect the current policy and practice of the Village to indemnify, defend, and hold harmless all elected and appointed officials, officers, and employees of the Village based on acts or omissions that occur in the performance of their official duties and/or in the scope of their employment; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve the amendments to Section 2-99 set forth herein, finding that these amendments reflect current policy and practice of the Village and finding that these amendments are consistent with the Village's indemnification obligations under Illinois law.

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

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

Section 2: Chapter 2 "Administration", Article III "Officers and Employees", Division 1 "Generally", Section 2-99 "Indemnification of certain officials" of the Village Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

Sec. 2-99. Indemnification of ~~certain~~ officials, officers, and employees.

(a) To the fullest extent permitted by the constitution of the state and applicable law, including 735 ILCS 10/2-302 and 10/9-102, ~~each of the following officials and employees of the village, namely: The mayor; each trustee; the village manager and any and all assistant village managers; the village clerk and deputy village clerk; the village treasurer; the village collector; the village attorneys and village prosecutors; the director of each department of the village; the chief of police; the fire chief; and each member of any board or commission of the village established pursuant to applicable law or by ordinance of the village, shall be indemnified, defended and held harmless by the village~~ the village will indemnify, defend and hold harmless its current and former elected and

appointed officials, officers, and employees, as well as each member of any board, committee or commission of the village (collectively, the "protected personnel") from and against any civil, criminal, administrative actions, claims, suits, or proceedings instituted or threatened to be instituted against them, based upon any act, error, or omission that could reasonably be construed to be within the exercise of the lawful duties of the protected personnel, and against any judgments, fines, liabilities, and other costs, including any amount paid in any settlement sustained as a result of, and reasonable expenses, including attorneys' fees, incurred in connection with the investigation, defense, adverse decision, compromise or settlement of any action, suit, proceeding or threat thereof, except as provided in subsection (b) below.~~from and against all liabilities for compensatory damages, expenses of investigation, judgments and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such official or employee in connection with or resulting from any claim made against him, or any action, suit, proceeding or investigation in which he may be involved, by reason of his being or having been such official or such employee of the city and acting within the scope of his employment or official duties, whether or not he continues to be such official or employee at the time of such claim, action, suit, proceeding or investigation; provided, however, that the foregoing indemnity shall not extend to any of the following:~~

~~(1) Any liability or cost with respect to any matter as to which such official or employee is finally adjudged to be guilty of bad faith, or actual malice, or willful and wanton misconduct in the performance of his duties as such official or employee, such activity being outside of the scope of his employment or official duties;~~

~~(2) Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless:~~

~~a. Settlement shall be approved by the court having jurisdiction over such claim, action, suit or proceeding, with express knowledge of the existence of the indemnification provided hereby; or~~

~~b. Such settlement shall have been made upon the written opinion of the city attorney to the effect that there is no reasonable grounds for any finding of bad faith, actual malice, willful and wanton misconduct or other acts outside the scope of official duties or employment on the part of such official or employee that proximately caused the damage complained of, and that the anticipated cost of such settlement will not substantially exceed the estimated cost and expense of defending such claim, action, suit or proceeding to a final conclusion;~~

~~(3) Any liability, expense, judgment or amount paid in settlement in connection with or resulting from any claim, action, suit, or proceeding in which such official or employee and the village itself or officials of the village acting in their governmental capacities are adverse parties; or~~

~~(4) The cost of independent legal representation in any such action, suit or proceeding, if the village offers or otherwise indicates its willingness to provide a legal defense with respect to such claim, action, suit, proceeding or investigation.~~

(b) The indemnification obligation set forth above does not apply to the provision of defense or indemnification of any protected personnel in the following circumstances:

1. Any liability or cost with respect to any matter as to which such protected personnel are reasonably determined by the village or finally adjudged to be guilty of bad faith, or actual malice, or willful and wanton misconduct in the performance of their duties as such official or employee, such activity being outside of the scope of their employment or official duties;

2. In any action, suit, or proceeding instituted by or on behalf of the village against the protected personnel;

3. In any criminal action against the protected personnel for which the protected personnel had no reasonable cause to believe that their actions were lawful;

4. In any action in which a protected personnel fails or refuses to cooperate reasonably with the village in investigating and defending the action through counsel approved by the village; or

5. With respect to the settlement or compromise of any action, unless the village has first approved the settlement or compromise.

(~~b~~c) The rights of indemnification as provided in this section shall be in addition to any other rights to which such ~~official or employee~~ protected personnel may otherwise be entitled as a matter of law. In the event of the death of any protected personnel, the rights of indemnification and the related benefits provided in this section will inure to the benefit of the lawful successors of the protected personnel.

(~~c~~d) Indemnification shall be provided by the village to police officers as provided by applicable law, including 65 ILCS 5/1-4-6, and as otherwise provided in this section.

(Ord. No. 93-54, § 1, 11-1-1993)

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

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 6th day of March, 2025.

Ayes:_____ Nays:_____ Absent:_____

APPROVED:

_____
Ronald J. Gunter, Mayor

ATTEST:

_____
Amanda Szymski, Village Clerk

ORDINANCE NO. 25-_____

AN ORDINANCE AUTHORIZING A CHANGE TO THE VILLAGE OF WESTMONT'S FISCAL YEAR AND AMENDING CHAPTER 2, SECTION 2-511 TO REFLECT SUCH CHANGE

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

WHEREAS, the Village's current fiscal year begins May 1st of each year and ends April 30th of the following year; and

WHEREAS, having a fiscal year that is different from the calendar year is often confusing and makes preparing the annual property tax levy and operating budget more difficult; and

WHEREAS, changing the Village's fiscal year to coincide with the calendar year will allow the Village to competitively bid construction projects in the winter when pricing is more favorable than in the spring; and

WHEREAS, the Village of Westmont Board of Trustees has concluded that for accounting and planning purposes, it is in the public interest to authorize a change in the Village's fiscal year so that it commences on January 1 and ends on December 31 of each year; and

WHEREAS, currently, Chapter 2 "Administration", Article VI "Finance", Division 1 "Generally", Section 2-511 "Fiscal Year Established" of the Village Code of Ordinances states that the Village's fiscal year commences on May 1 and ends on April 30 of each year; and

WHEREAS, the Village of Westmont Board of Trustees desires to amend said Section 2-511 of Chapter 2 of the Village Code of Ordinances to reflect this change in the fiscal year.

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The fiscal year the Village of Westmont shall be modified from the current fiscal year beginning May 1st and ending April 30th to fiscal year beginning on January 1 and ending on December 31st.

SECTION 3: The Village's final fiscal year under its current fiscal period shall end on April 30, 2024. The change in fiscal year shall begin with an 8-month fiscal year starting May 1, 2024 and ending on December 31, 2024. The fiscal year beginning January 1, 2025 and ending December 31, 2025 shall be the Village's first full year under the new fiscal year format.

SECTION 4: In accordance with state statute, the Village shall pass a budget and appropriations ordinance covering the 8-month stub year from May 1, 2024 to December 31, 2024 and each subsequent fiscal year starting on January 1st and ending on December 31st.

SECTION 5: Chapter 2, "Administration," Article VI, "Finance," Division 1, "Generally", of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by (~~strikeouts~~):

Sec. 2-511. – Fiscal year established.

The fiscal year for the village shall begin on ~~May 1~~ January 1 and end on ~~April 30~~ December 31 of each year.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage and approval. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 6th day of March, 2025.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

_____
Ronald J Gunter, Mayor

ATTEST:

_____
Amanda Szymski, Village Clerk

ORDINANCE NO. 25-_____
AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 18 AND CHAPTER 42 OF THE WESTMONT CODE OF ORDINANCES REGARDING FIRE SAFETY REQUIREMENTS AND RELATED REQUIREMENTS

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

WHEREAS, the Village has adopted the 2021 International Building Code and the 2021 International Fire Code, and the Village has adopted various local amendments to said Codes that address fire safety requirements and other requirements; and

WHEREAS, the Village of Westmont Fire Department desires to amend various sections of Chapter 18, "Buildings and Building Regulations," and Chapter 42, "Fire Prevention, Fire Protection, and Emergency Services," to amend various fire safety requirements for new construction projects and to amend miscellaneous requirements related thereto, all as set forth herein; and

WHEREAS, the Village of Westmont's Administrative and Finance Committee considered these proposed text amendments and recommended approval of the same to the Village's Board of Trustees; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve the text amendments to Chapter 18 and Chapter 42 of the Westmont Code of Ordinances as set forth herein, finding that these amendments will protect and promote the public life, safety, health, and welfare and are in the public interest.

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

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

Section 2: Chapter 18, "Buildings and Building Regulations", Article III, "Building Code," Section 18-62 "Deletions. Addition, deletions, insertions and changes" of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

Sec. 18-62. Deletions. Additions, deletions, insertions and changes.

2021 International Building Code, without appendices

The following sections and subsections of the 2021 International Building Code, without appendices, are hereby revised as follows:

(1) *Sec.101.1.* "Title", insert "Village of Westmont".

(2) *Sec. 103*. "Code Compliance Agency", insert "Community Development Department"

(3) Delete all references to the ICC Electric Code and replace with the 2020 National Electric Code, as amended, per Article V, hereof.

(4) Delete all references to the International Plumbing Code and replace with the most current edition of the State of Illinois Plumbing Code, as amended, per Article IV, hereof.

(5) Delete all references to the "International Private Sewage Disposal Code."

(6) Add a subsection as follows "Sec. 104.4.1 Inspections. Any tenant change, occupant change, or ownership change within any commercial type building is required to have a "New Business Certificate of Occupancy" as verified, authorized, and issued via the village clerk's office business license inspectional process; inspections which will include: Building Code Inspection, Electrical Code Inspection, Plumbing Code, Fire Prevention Code Inspection, and/or any other inspection(s) deemed appropriate; plus pay for the inspections and certificate as required per the Village of Westmont Fee Sheet.

(7) *Section 105* Permits. Delete in its entirety and replace with: "Comply with Westmont Municipal Code for all permitting requirements".

(8) *Reserved.*

(9) *Reserved.*

(10) *Reserved.*

(11) *Sec. 107.3.1* Approval of construction documents. Delete the following from the first sentence: "as "Reviewed for Code Compliance.""

(12) *Sec. 107.3.4.1.2* "Design Professional", add the following:

The design professional referenced above shall be in accordance with the State of Illinois Architectural Practice Act, as approved, and amended from time to time, by the State of Illinois.

(13) *Reserved.*

(14) *Sec. 111.3* Temporary occupancy. Delete the entire paragraph and add the following: "See Chapter 18, Article X, Section 18-533 of the Westmont Municipal Code."

(15) *Sec. 113* "Board of Appeals", delete in its entirety and add the following:

"See Chapter 18, Article I, Section 18-4 of the Westmont Municipal Code."

(16) *Sec. 115.1* "Stop Work Order," add the following:

Work shall also be stopped when such work is done in violation of any other Code or of the Zoning Ordinance.

(17) *Sec. 202* Definitions. Add the following Definition: "Tenant space: A portion of a building that is occupied by a tenant doing business under a corporate business name, or an individual governmental entity."

(18) Sec. 202 Definitions. Replace the definition of "High Rise Building" in its entirety to: A building that has construction elements which are greater than sixty feet (60') above the lowest level of Fire Department vehicle access.

(19) Add Sec. 403.7 to read as follows: "High-Rise Buildings, Maximum Floor Areas. Every story exceeding fifteen thousand (15,000) square feet shall be divided into two (2) or more areas of approximately the same size with no single area exceeding fifteen thousand (15,000) square feet."

(20) *Sec. 706.1* General, add the following: "The provisions of this requirement shall apply to all uses and construction types as regulated by the 2021 International Building Code, except single family detached and duplex use/construction. The fire resistance rating of primary structural elements, as defined by the 2021 International Building Code (including outside walls and floors: but that a roof not supporting anything above need only be rated one hour up to a point tent feet from the interior edge of the outside wall), and tenant separation or party walls, shall be a minimum two hours, except that the required minimum fire resistance rating and tenant separation or party wall shall be a minimum of one hour for all occupancies which are equipped with a fire suppression and fire alarm stem throughout the structure.

(21) Add subsection "Sec. 903.2.13 Sprinkler Protection of Glass Openings (in a rated wall): Any opening that has a glass panel, e.g., sidelights, windows, glass doors, and/or similar openings, shall be protected by a specifically designed automatic sprinkler system. The sprinkler system shall include automatic sprinkler heads installed no further than eighteen inches (18") from the surface of the glass, and installed at six feet (6') on center horizontally on both sides of the glass. The sprinkler system shall completely wet the entire surface of the glass when activated.

(22) Add subsection "Sec. 903.4.1.1 Sprinkler System Supervision." All fire alarm systems and suppression systems supervision shall be transmitted wirelessly and the wireless signal shall terminate at the Westmont Emergency Communication Center, located at 500 North Cass Avenue, Westmont, IL. All fire alarm systems and suppression systems supervision shall comply with NFPA 72 and shall be approved by the Fire Official. Such fire alarm systems and suppression systems supervision are currently monitored at the Addison Consolidated Dispatch Center. The following signals shall be supervised:

(A) All flow signals from any fire suppression system in service; and

(B) All system components which are normally supervised, including valves, pressures and levels which are critical to the system operation, and all signal components required under National Fire Protection Standards, and any other component deemed necessary of the proper operation of the system.

(23) Add subsection "Sec. 903.2.14 Automatic Sprinkler Systems, Where Required:

(A) Any new building over two thousand five hundred (2,500) square feet, or over three (3) stories in height.

(B) Any restaurant with an occupancy of over fifty (50) persons, or any place of assembly with occupancies over fifty (50) persons.

(C) Any building which is added on to that will increase the building to more than two thousand five hundred (2,500) square feet.

(D) Any building over two thousand five hundred (2,500) square feet that has a change in use to a greater life hazard as determined by the Westmont Fire Department. Examples of greater life hazards include, but are not limited to: Increased occupant load or fire load or change of use from an Office or Retail use to a hardware store or other use where paint, paint thinners, Lacquers, or other flammable materials are stored on the property. Change in use from office to retail or retail to office will not, in and of itself, trigger the requirement to install sprinklers.

(E) Any new duplex which includes any dwelling attached, or semidetached unit, or any new two (2) family detached dwelling units.

(F) Any new multiple family dwelling, which is a dwelling containing three (3) or more dwelling units.

(G) Reserved.

(H) Any commercial building over 2,500 square feet which is the subject of remodeling including, but not limited to: removal of interior walls, relocation of interior walls, addition of interior walls, addition or removal of door or window openings, relocation of door or window openings, substantial changes, additions, or upgrades to building plumbing or electrical systems, addition of building square footage through building addition or number of stories, removal of building square footage, or any other such substantial renovation deemed by the Director of Community Development or designee to trigger the need for sprinklers. This section shall not include redecorating or maintenance efforts such as carpeting, wall coverings, countertops, or replacement with like kind and quality roofing, plumbing, heating, air conditioning, or lighting fixtures. Upgrades to electrical and plumbing service by itself shall not trigger the requirements for sprinklers. Further, any interior remodeling of an area representing less than 20% of the total building square footage, not to exceed 1,000 square feet, shall be permitted without triggering the requirement for sprinklers. Such limited remodeling shall be permitted no more than once every three years, without triggering the sprinkler requirement.

(I) Any remodeling which does not breach a "Building Separation/Fire Wall" shall not, in and of itself, trigger a requirement to install fire suppression sprinklers in an existing commercial building in the B-1 District.

(J) A mixed use occupancy (i.e., commercial and residential) in any new building ~~or redevelopment of an existing building shall trigger the sprinkler requirement~~ or if remodeling of an existing building occurs pursuant to subsection (H) above.

(24) Class III standpipe systems shall be installed throughout ~~buildings three (3) stories or more in height above grade level, or where the floor level of the lowest story is located three (3) stories or more below grade. Grade level shall be measured from the grade level main entrance of the building and approved by the Fire Code Official~~ in accordance with adopted codes and in buildings exceeding 10,000 square feet per story or where any portion of the building's interior area is more than 200 feet of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than three (3) stories above grade. Approval is per the Fire Code Official.
3. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5. Approval is per the Fire Code Official.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Buildings four (4) stories or less above grade level; the fire code official may approve:
   - 5.1 Operating pressures of less than 100 psi at the outlet of the hydraulically most remote 2-½ hose connection. The reduced outlet pressure shall not be less than 65 psi.
   - 5.2 A Class I standpipe system in lieu of a Class III system.

(24a) Delete Section 903.3.1.2 "NFPA 13R sprinkler systems" in its entirety.

. . . .

Section 3: Chapter 18, "Buildings and Building Regulations", Article III, "Building Code," Section 18-65 "Standards for construction types other than single-family homes and duplexes" of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

Sec. 18-65. Standards for construction types other than single-family homes and duplexes.

For all construction types other than single-family home and duplexes, all floors shall be of pre-cast concrete type, poured concrete type, or other type having at least a two-hour fire resistance rating.

Exception: Multifamily buildings, three (3) stories or less, with the highest occupied level being thirty (30) feet or less, then Type IIIB construction type is allowed. This is not applicable in a mixed-use occupancy (i.e., commercial and residential).

(Ord. No. 14-170, § 1(Exh. A), 10-2-2014, effective 1-1-2015; Ord. No. 17-135, § 1, 8-31-2017; Ord. No. 22-153, § 4, 11-3-2022)

Editor's note(s)—Ord. No. 14-170, § 1(Exh. A), adopted Oct. 2, 2014, amended various sections in Ch. 18, and in effect repealed and reenacted § 18-65, as set out herein. Former § 18-65 pertained to the Mechanical Code and derived from Ord. No. 12-113, § 1(Attch. A), adopted June 18, 2012. Text pertaining to the Mechanical Code is now set forth in § 18-62.

Section 4: Chapter 42, “Fire Prevention, Fire Protection, and Emergency Services”, Article IV, “Fire Protection,” Division 2, “Fire Prevention Code,” Section 42-189, “Additions, insertions and changes”, of the Westmont Code of Ordinances is hereby amended as follows (amendments are indicated by underlined and shaded text; deletions are indicated by ~~strikeouts~~):

Sec. 42-189. - Additions, insertions and changes.

(a) [*International Fire Code/2021 Edition.*] The following sections of the International Fire Code/2021 Edition, are hereby revised as follows:

Fire Department Personnel access to Protected Premises 506 General; rapid entry key box - "Knox Box"

Section 101.1, Title. Insert: "The Village of Westmont."

Section 104 Add; Right of entry 104.3.2.

The fire chief or designee shall be allowed to enter any building or premises, except one- and two-family dwellings, at all reasonable hours, for the purpose of making an inspection or investigation. No person shall in any manner interfere with the Fire Chief or his/her designee while he is engaged in the investigation, inspection or examination of any building in the village, and no person shall prevent such investigation, inspection or examination.

Section 107.2.1. Add: Fees.

Plan review and/or inspection on site for plan review purposes:

Fees include one inspection of each required inspection. Subsequent inspections $100.00/per inspection

(1) Building plan review$400.00 Each additional
..... 10,000 sf
..... or portion thereof...$300.00

(2) Fire Alarm System review first 10,000 sf$300.00 Each additional
..... 10,000 sf
..... or portion thereof...$300.00

(3) Sprinkler System plan review 1—50 Sprinklers (includes 2 risers; each additional riser incurs an additional $100.00 fee per riser)$300.00

51 - 300 Sprinklers$600.00

301 - 500 Sprinklers$900.00

Over 500 Sprinklers$1,200.00

Per Sprinkler over 500 Sprinklers$3.00

(4) Hood & Duct System plan review$300.00

(5) Underground Storage Tank plan review$300.00

Aboveground storage tank permit (including plan review)$300.00

(6) Fire Pump plan review$300.00

(7) Fire Prevention Bureau fees not noted above$200.00/hours

(8) Motor vehicle incidents and other emergency services:

a. Motor vehicle incidents:

Level 1: Basic response - $536.00 per hour. Hazardous materials assessment and scene stabilization.

Level 2: Intermediate response - $623.00 per hour. Includes Level 1 services, plus clean up and material used (sorbents) for hazardous fluid clean up and disposal.

Level 3: Advanced response - $760.00 per hour. Car fire services, including one or more of the following: provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and cleanup of gasoline or other automotive fluids that are spilled as a result of the accident/incident.

b. Add-on services:

Extrication: $1,641.00 per hour. Includes heavy rescue tools, ropes, airbags, cribbing, etc.

Create a landing zone: $502.00 per hour. Includes air care (multi-engine company response, mutual aid, helicopter).

Itemized response: The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will billed with an itemized bill per apparatus, per personnel, plus products and equipment used.

c. Additional time on scene:

Engine billed at $503.00 per hour.

Truck billed at $629.00 per hour.

Miscellaneous equipment billed at $378.00.

(9) Fire Investigation: $346.00 per hour. Includes scene safety, investigation, source identification, K-9/arson dog unit, identification equipment, mobile detection unit and fire report.

(10) Water Incidents:

Level 1: Basic response - $502.00 per hour, plus $62.00 per hour per rescue person. Includes engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control).

Level 2: Intermediate response - $1,006.00 per hour, plus $62.00 per hour per rescue person. Includes Level 1 services, plus clean up and material used (sorbents), minor hazardous clean up and disposal.

Level 3: Advanced response - $2,489.00 per hour, plus $62.00 per hour per rescue person, plus $126.00 per hour per HAZMAT team member. Includes Level 1 and

Level 2 services, plus D.A.R.T. activation, donning breathing apparatus and detection equipment, set-up and removal of decon center, detection equipment, recovery and identification of material, disposal and environment clean-up, plus any disposal rates of material and contaminated equipment and materials used at scene.

Level 4: Itemized response. The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will be billed with an itemized bill per apparatus, per personnel, plus products and equipment used.

(11) Back country or special rescue:

Itemized response: The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will be billed with an itemized bill per apparatus, per hour, per trained rescue person per hour, plus rescue products and equipment used. The minimum billed is $503.00 for first response vehicle plus $62.00 per rescue person. Additional rates of $503.00 per hour per response vehicle and $62.00 per hour per rescue person.

(12) Chief Response: $315.00 per hour - Includes set-up of command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

(13) Miscellaneous: Engine billed at $503.00 per hour; truck billed at $629.00 per hour; miscellaneous equipment billed at $378.00.

(13a) Hazmat incidents:

Level 1: $881.00 for basic response involving engine response, first responder assignment, perimeter establishment, evacuations, and set-up and command.

Level 2: $3,146.00 for intermediate response involving engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center.

Level 3: $7,426.00 for advanced response involving engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean-up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on-scene time. Each additional hour - $356.00 per hour per Hazmat team.

(13b) Illegal fires - $503.00 per hour, per engine/$629.00 per hour, per truck. When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a

fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

(14) Late fees: If the invoice for fire department services is not paid within 90 days, a late charge of ten percent of the invoice amount will be charged, along with interest on the unpaid balance in the amount of 1.5 percent per month, as well as the actual costs of collection.

Section 107.2.2. Add: Other Fees.

Where in the judgment of the fire official an outside fire protection consultant is required because of the uniqueness or complexity of a requested installation, the consultant's time will be charged at the prevailing rate with the minimum rate of three hundred dollars ($300.00) per hour.

One (1) free re-inspection will be given within thirty (30) days, and if current violations are not corrected, the owner or his authorized agent will be issued a warning notice to have these violations corrected within a time period specified on the notice and signed by the Authority having jurisdiction.

A second free re-inspection will be given within fifteen (15) days of the first re-inspection, and if current violations are not corrected, the owner or his authorized agent will again be issued a warning notice to have these violations corrected within a time period specified on the notice and signed by the Authority having jurisdiction.

Once a second re-inspection has been conducted, if there is a need for more re-inspections, there will be a re-inspection fee of one-hundred dollars ($100) per re-inspection, and/or at the discretion of the Fire Prevention Bureau, there may be a citation for court appearance issued, with possible fines not to exceed Seven hundred and fifty dollars ($750/day) per day per violation.

Each person having an approved alarm, automatic protection device or signaling device shall be responsible for any false "true" or "trouble" alarm transmitted by the device they operate or maintains. Transmission of false alarms constitutes a deterrent to the overall effective operation of the system. A person owning or leasing an alarm device shall be charged a fee of One Hundred Dollars ($100) for each false alarm in excess of two (2), in one six-(6) month period transmitted by any automatic protection device or signaling device. This charge shall be remitted to the village upon receipt of a statement for such charge.

All inspections and maintenance reports shall be forwarded to the Westmont Fire Department using appropriate reporting platform within thirty (30) days of service. Fire protection systems shall include but not limited to sprinkler systems, fire pumps, fire alarms, hood and duct systems, CO2 monitoring systems. Failure to submit reports within thirty days will result in fees of one hundred dollars ($100), with each additional thirty days or portion thereof shall continue in force and effect until full compliance.

Failure to comply with notice to repair. The failure of any person to comply with the requirements contained in a written notice of a malfunction of equipment within three (3) days of receipt of such notice shall constitute an offense punishable by a fine of not more than One Hundred Dollars ($100). Such notice shall continue in force and effect until full compliance with the requirements stated therein and each and every failure to comply with such notice within twenty-four (24) hours after the three (3) days allowed for compliance constitute a separate offense.

Tampering with, or destroying components of fire alarm system, sprinkler system or fire and life safety equipment is strictly prohibited. Any person or facility who tampers with or destroys components of fire alarm system, sprinkler system or fire and life safety equipment at the discretion of the Fire Prevention Bureau may be have fines issued, with possible fines not to exceed seven hundred and fifty dollars ($750).

Section 111, Board of appeals. Delete in its entirety and replace with:

~~Appeals to the board may be made by any person aggrieved by any decision or interpretation of the fire official made under the provisions of this code. The Board of Appeals for building construction and fire prevention shall be the Planning and Zoning Commission as established in Section 2-446, et seq. of the village Code. Within the limitations of the budget approved by the village board, the Board of Appeals may engage persons who by experience and training for the purpose of providing professional assistance, testimony or advice as requested by the Board of Appeals. Procedures for filing, public notices, and final decisions by the Board of Trustees shall be as outlined in Chapter 29, Article XIII of the village Code.~~

(a) Application for appeal. The owner of a building or structure or any other person may appeal to the board of appeals from a final order, decision, or determination of the fire official relative to the application and interpretation of this code and the other codes and ordinances of the village within the fire official's purview. Application for appeal may be made when it is claimed that the true intent of the applicable codes or ordinances or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the applicable codes or ordinances do not fully apply, or an equally good or better form of construction can be used. The board of appeals shall have no authority to waive requirements of the applicable codes and ordinances.

(b) *Composition.* The board of appeals for such matters shall be the planning and zoning commission, as described in chapter 2, division 6 of the code of ordinances, with jurisdiction to hear and decide appeals related to final orders, decisions, or determinations of the fire official relative to the application of the fire code and related codes and ordinances.

(c) *Professional assistance.* The board of appeals may engage, for specific cases, professionals with experience in the field that relates to the appeal for the purpose of providing professional assistance, testimony or advice as requested by the board of appeals.

(d) *Procedures.* The procedures for notices, public hearings, recommended actions and final decision by the board of appeals shall be as outlined in appendix A of the code of ordinances, as may be amended from time to time.

(e) *Fees.* A nonrefundable application fee of $200.00 shall accompany the application for a request for an appeal.

(f) *Decision.* The decision of the board of appeals shall be final. If the petitioner wishes to pursue further action, they may pursue civil court proceedings, as provided by Illinois State law.

Section 112.4. Add:

...shall be guilty of a misdemeanor, punishable by a fine of not more than $750.00 or by imprisonment not exceeding 30 days, or both such fine and imprisonment.

. . . .

Section 901.6.3.2 Records. The responsible party shall maintain current records of all system inspections, tests and maintenance required by the referenced standards by:

a. Submitting written documentation of any such activity to the fire code official within 30 days of its occurrence, and

b. Maintaining a complete set of current records on site, accessible, and available to the fire code official upon request.

Delete *Section 903.3.1.2* "NFPA 13R sprinkler systems" in its entirety.

Section 903.7. Add: Exterior Access to Sprinkler Control Room

In all new construction, an exterior access door shall be provided to the sprinkler riser room. This provision shall not apply to sprinkler systems installed in existing buildings

Section 901. Add: *Section 901.6.3.* Fire Protection Maintenance

All inspections and maintenance reports shall be forwarded to the Westmont Fire Department using appropriate compliance engine within thirty (30) days of service. Fire protection systems shall include but not limited to sprinkler systems, fire pumps, fire alarms, hood and duct systems, CO2 monitoring systems.

. . . .

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

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

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 6th day of March, 2025.

Ayes:_____ Nays:_____ Absent:_____

APPROVED:

_____
Ronald J. Gunter, Mayor

ATTEST:

_____
Amanda Szymski, Village Clerk