



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 June 12, 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 May 29, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. **Finance Ordinance(s)**

- i. **Finance Ordinance #12 - total to be announced at the meeting.**

Type Consent Item

Budgeted

c. Purchase Order(s)

- i. **There are no separate purchase orders at this time.**

Type Consent Item

Budgeted

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

- i. **Total to be announced at the meeting.**

Type Consent Item

Budgeted

e. Decrease in available Class 23 and Class 8 Liquor Licenses

Board to consider an ordinance decreasing the available number of Class 23 and Class 8 Local Video Gaming Liquor Licenses by one (1) due to the closure of Anna's Café Place LLC d/b/a Anna's Café at 15 W. Ogden Avenue, Westmont, IL

Background of Subject Matter

Anna's Café closed for business and has remained closed since April 1, 2025. Per our ordinance, a liquor-licensed business that is closed consecutively for 30 days or longer is subject to the declaration of either forfeit or lapsed status by the Local Liquor Commissioner. This was done on May 6, 2025, thus the request to reduce the number of available Class 23 and Class 8 Liquor Licenses by one (each).

Additional Background

The owner has been notified of the new license status.

Type Ordinance

Budgeted

f. Community Events

i. Independence Day Celebration - 2025

Board to consider an ordinance approving the following requests from the Westmont Park District regarding the annual 4th of July Celebration at Ty Warner Park:

1. 4th of July special event traffic plan - Various one-ways and street closures around Ty Warner Park from 6 a.m. to 11 p.m.
2. Amplified Sound Permit
3. Tent permit fee waiver
4. Temporary Liquor License Fee Waiver

Background of Subject Matter

The annual 4th of July Celebration at Ty Warner Park has been a successful event for many years.

Type Consent Item

Budgeted

g. Hotel/Motel Grant Requests

i. Westmont Park District - Concerts in the Park

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$2,500.00 to the Westmont Park District for the Concerts in the Park events.

Background of Subject Matter

The Concerts in the Park events draw attendees from the community and neighboring towns. The Park District will use these funds to secure popular, more expensive bands that could increase the attendance.

Type Consent Item

Budgeted Yes

ii. Westmont Park District - Haunted Forest

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$2,500.00 to the Westmont Park District for the Haunted Forest event.

Background of Subject Matter

The Haunted Forest event began in 2006, is well-attended, and draws attendees from the community and neighboring towns.

Type Motion

Budgeted

iii. Westmont Park District - Holly Days Request

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$5,000.00 to the Westmont Park District for the Holly Days events.

Background of Subject Matter

The Holly Days events draw attendees from the community and neighboring towns. This grant is a specific item in the budget, as the Village is an annual sponsor.

Type Consent Item

Budgeted Yes

iv. Westmont Park District - Performing Arts Musical

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$2,500.00 to the Westmont Park District for the Performing Arts Group Musical.

Background of Subject Matter

Annually, the Performing Arts Group produces musicals for the entertainment of the community. This year the show will be "Oliver" in the summer and "A Christmas Carol" in the fall. The funds will be used to purchase set pieces, props, and costumes to offset the costs of producing high-caliber productions.

Type Consent Item

Budgeted

v. **Westmont Park District - American Legion Memorial Day Parade Float**

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$750.00 to the Westmont Park District for the American Legion Float at the Memorial Day Parade.

Background of Subject Matter

This grant assists with the cost of the float rented to allow the American Legion representatives to ride in the parade.

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Class 25 Liquor License Amendments**

Board to consider an ordinance approving amendments to Chapter 10, Article II, Section 10-36 of the Westmont Code of Ordinances regarding Class 25 liquor licenses.

Background of Subject Matter

The Class 25 liquor license currently allows a natatorium to sell alcohol during swim meets and private parties. The area where alcohol can be consumed is restricted. The proposed amendments broaden the Class 25 liquor license to allow private indoor sports venues with spectator viewing areas for games ("sports venues") to sell alcohol in a similar manner.

Additional Background

These amendments are proposed based on a request by Westmont Yard to sell alcohol during sporting games and private parties. Alcohol sales can occur 1 hour before and 1 hour after a game, but not past 11:00 p.m. The area where alcohol can be consumed is restricted. Alcohol sales cannot occur when the facility is used solely for sports practice, training, or open

field use. If a daycare facility operates from the same location, alcohol sales cannot occur when the daycare facility is open for business.

Recommendation

Approve

Type Ordinance

Budgeted

b. **Intergovernmental Agreement - South Westmont Fire Protection District**

Board to consider an ordinance approving an Intergovernmental Agreement with the South Westmont Fire Protection District for fire protection and ambulance services.

Background of Subject Matter

The Village has provided fire protection services and ambulance services to properties located within the South Westmont Fire Protection District (SWFPD) in previous years pursuant to an IGA. This new IGA continues these series for a one-year period (6/01/25-05/31/26).

Additional Background

The IGA requires SWFPD to pay \$20,000.00 to the Village from its tax levy revenues. This constitutes a \$5,000.00 decrease over last year's fees due to a loss of taxable property by the SWFPD caused by recent annexations by the Village.

Recommendation

Approve

Type Ordinance

Budgeted Yes

c. **Professional Services Agreement- Fire Department Headquarters**

Board to consider an ordinance approving a professional services agreement with 845 Design Group P.C. for the Fire Department Headquarters building architectural design in an amount not to exceed \$952,020.00.

Background of Subject Matter

At the September 5, 2024 Village Board meeting, the board authorized a professional services agreement with 845 Design Group for a facility evaluation of the Fire Department Headquarters building. The evaluation included an existing building condition evaluation, space needs analysis and alternatives analysis for major renovation, addition or construction of a new building.

Additional Background

Upon completion of the facility evaluation and alternatives analysis, the alternatives were presented to the Village Board as well as the public at an Open House held on May 13, 2025. There was follow-up discussion at the May 15, 2025 Fire Public Safety committee. At that time it was decided to move forward with a professional services agreement with 845 Design Group for schematic design, design development, construction document preparation, procurement and construction phase services.

Recommendation

Approve

Board to consider an ordinance approving a professional services agreement with 845 Design Group for the Fire Department Headquarters building architectural design in an amount not to exceed \$952,020.00.

Background of Subject Matter

At the September 5, 2024 Village Board meeting, the board authorized a professional services agreement with 845 Design Group for a facility evaluation of the Fire Department Headquarters building. The evaluation included an existing building condition evaluation, space needs analysis and alternatives analysis for major renovation, addition or construction of a new building.

Additional Background

Upon completion of the facility evaluation and alternatives analysis, the alternatives were presented to the Village Board as well as the public at an Open House held on May 13, 2025. There was follow-up discussion at the May 15, 2025 Fire Public Safety committee. At that time it was decided to move forward with a professional services agreement with 845 Design Group for schematic design, design development, construction document preparation, procurement and construction phase services.

Recommendation

Approve

Type Ordinance

Budgeted

d. **Amendments to Section 54-101: Penalties**

Board to consider an ordinance approving amendments to Chapter 54, Article IV, Section 54-101 of the Westmont Code of Ordinances regarding penalties for police-issued citations.

Background of Subject Matter

On 5/29/25, the Village Board approved an ordinance creating an administrative adjudication hearing system for parking violations and related violations. The fine amounts for parking and related violations are capped

by State statute at \$250.00, and a fine schedule for such violations was included in the 5/29/25 ordinance. Chapter 54 "Law Enforcement", Art. IV "Citations", Section 54-101 "Amounts of Penalties" of the Village Code sets forth the fines and penalties for various violations, including parking violations. Amendments to Section 54-101 of the Village Code are now recommended so that the fine amounts for parking violations are consistent with the new hearing system ordinance and State statute.

Recommendation

Approve

Type Ordinance

Budgeted

e. **Amendment to Fine Schedule for Parking Violations**

Board to consider an amendment to Section 78-519 of Chapter 78, Article XII, Division 3 of the Westmont Code of Ordinances regarding the fine structure for parking violations.

Background of Subject Matter

On May 29, 2025, the Village Board approved an ordinance to create a system for the administrative adjudication of parking violations. Section 78-519 contained a fine schedule for various parking violations, including penalties for the failure to timely pay fines. The fine schedule failed to address fines assessed for a 6th and subsequent parking violation by the same vehicle within a rolling 1-year period. This amendment addresses that omission.

Additional Background

This fine schedule, as amended, would now be consistent with the fine schedule set forth in Section 54-101, as amended per the previous agenda item.

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, May 29, 2025.**

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Nero P Clerk A. Szymiski P

TRUSTEES: Barker P Parrilli P
Guzzo P Plowman P
Liddle P Scales P

STAFF:

May <u>P</u> (Village Manager)	Parker <u>P</u> (Assistant Manager)	Hennerfeind <u>P</u> (CDD Director)
Brainerd <u>P</u> (H.R. Director)	McIntyre <u>P</u> (Communications)	Liljeberg <u>A</u> (I.T.)
Gunther <u>P</u> (Administration)	D.C. Gruen <u>P</u> (Police Department)	Altic <u>A</u> (Finance Director)
Chief Riley <u>P</u> (Fire Dept.)	D.C. Frank <u>P</u> (Fire Department)	Mielcarski <u>P</u> (Gov't Services)
Richards <u>A</u> (Deputy Village Clerk)	D.C. Thompson <u>P</u> (Deputy Police Chief)	Ries <u>P</u> (Public Works Director)

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor welcomed everyone to the meeting.

OPEN FORUM:

- Duane Newton - 10 W Traube: Thanked everyone for their work and is happy with the progress of construction.
- Ron Gunter - 209 E Dallas: Acknowledged Village Manager May and his length of service of 40 years. As a resident he wanted to say he is proud of Manager May's accomplishments. Congratulated Manager May on his retirement.

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

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
	<u>9</u>	<u>10</u>	<u>11</u>					
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>					

REPORTS

Mayor Nero

- Starting the ADA improvements at Village Hall. This is for the front and rear entrances and the project is expected to be completed this summer. Please be safe and patient during construction.
- Thanked and acknowledged everyone who participated in the Memorial Day parade. Special thanks to the Westmont American Legion and the Park District for the coordination of the event and all of the Village staff who worked together to make it happen.
- The State of the Village Address is on the website and social media. It was an excellent experience and we had great attendance. Gave a special thanks to the Chamber for putting the event together and a thanks to the staff for the information that was presented.
- More than a dozen people participated in yesterday's Public Information Committee meeting. This is an internal meeting in which Village staff meet with representatives of community organizations to share information regarding upcoming events. Look for an event recap to be published soon.

Clerk Szymski

- Village offices will be closed on Thursday, June 19th as well as Friday, July 4th.

Trustee Guzzo

- Our next Fire Public Safety Committee meeting will be August 7th and November 6th.
- Gave an update on the new fire facility. The Village will soon publish a new webpage which will be dedicated to providing information regarding progress on the new Fire Facility. The webpage will have links to the new facility presentation from last month. As the Village moves forward on this project, information and updates will be added to this new webpage.

Trustee Scales

- The Community Development Committee has meeting dates scheduled for July 24th and October 16th.
- There will be a public hearing at the normally scheduled meeting of the Planning and Zoning Commission on June 11, at 6pm at the Village Hall to further discuss zoning ordinance updates. The public is welcome to attend. Visit the Community Development Department Zoning Updates page on the website for more info and Agenda Center.

Trustee Parrilli

- The meeting dates for the Public Works Committee are as follows: June 12, Sept. 18, Dec. 4.
- The Public Works had an Open House Event. Asked Public Works Director Amy Ries to talk about the event.
 - Director Ries talked about the Open House Event and everyone who came enjoyed their time. Thanks to everyone who came out.
- Work has begun on the Washington & Traube Infrastructure Improvements project. Major work items include watermain, storm sewer, curb and gutter, sidewalk and roadway resurfacing. Please use caution when driving in the area and seek alternate routes if possible to avoid delays. Please check the website for periodic updates on the project.

Trustee Plowman

- The next Police Public Safety Committee meeting will be June 26, 4:30pm at Village Hall.
- Recapped the Spring Fling Festival. The weather was very nice and thanked all of the volunteers for their hard work. Thanks to the Rotary who helped with the carnival.
 - Brian Krajewski presented the Lions with a \$30,000 grant.
- Gave an update for Race to the Flag. It was a rainy morning and it was a nice event.
- The Police Dept. has created a safety video that targets current violations that have been occurring near Cass and Richmond. We invite the public to check out the video on the Police Facebook page. More info will be posted on the Village website.

Trustee Liddle

- The next Administration / Finance Committee meeting will be July 10th at Village Hall, 4:30pm.
- Westmont Cruisin' Nights will start next week. Every Thursday night in downtown Westmont on Cass Avenue from 5 to 9pm. This is coordinated and hosted by the Westmont Special Events not-for-profit organization. Please come out for the car shows.

- Taste of Westmont will be held July 10 - 13th and information has been posted on the Westmont Special Events website - westmontevents.com
- The Village has a Summer Window Mural Program and sign up is open for the Summer window mural program. Businesses can sign up at WestmontEvents.com.
- Citizens can come to the Village Hall and exchange last year's stickers for the current stickers. This opportunity will continue through July 18. More info is on the Village Website.

Trustee Barker

- The Environmental Improvement Committee will meet June 2nd at the Westmont Library.
 - There will be a guest speaker who will talk about solar power. This will be at 5:30pm.
- We have a tree planting incentive program through Westmont Public Works, which encourages residents to plant trees on their private properties. Sign up via the village website.
- The Village will coordinate a New Village Art Fair event. The Village is working on the development and coordination of a new Art Fair event, which has been scheduled for Sept. 13 & 14 at Veterans Memorial Park. We are looking to showcase the arts.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- One item will be removed from the consent agenda for the proclamation to be read separately.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

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

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **May 15, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 11

\$ 1,958,530.36

(C) PURCHASE ORDERS:

Zoll Medical	\$ 63,834.42
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(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE # 11: \$ 2,022,364.78

(E) APRIL 2025 MONTHLY BOARD TREASURER'S REPORT

Board to approve the monthly treasurer's report for the four (4) month period ending April 30, 2025.

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

VOTE ON MOTION #1

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

UNFINISHED BUSINESS

NEW BUSINESS

(2) PROCLAMATION - NATIONAL GUN VIOLENCE AWARENESS DAY

Village Manager May addressed the Village Board on this item.

Motion by **Trustee Plowman** to approve a proclamation declaring June 6, 2025 as National Gun Violence Awareness Day.

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

VOTE ON MOTION #2

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(3) SPECIAL USE PERMIT AND VARIANCE REQUESTS - SALT CREEK BALLET AT 98 EAST NAPERVILLE ROAD

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

Motion by **Trustee Scales** to consider an ordinance approving requests from Salt Creek Ballet Company (Petitioner), and P & C Holdings, LLC (Owner), at 98 East Naperville Road, Westmont, Illinois, 60559 for the following:

1. Special Use Permit to operate a performing arts studio in the B-2 General Business District.
2. Zoning Ordinance Variance to the special condition that requires 100 foot distance separation between a performing arts studio and a residence district.

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

VOTE ON MOTION #3

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

**(4) VARIANCE AND SITE PLAN REQUEST - PRIMROSE SCHOOLS AT 98 EAST
NAPERVILLE ROAD**

Community Development Director Hennerfiend and C.J. Bak from Kidvest addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving requests from KidVest, LLC, d/b/a Primrose School of Westmont (Petitioner), and P & C Holdings, LLC (Owner), at 98 East Naperville Road, Westmont, Illinois, 60559 for the following:

1. Zoning Ordinance Variance to allow for playground and equipment to encroach into the required supplemental setback line to Naperville Road and within a required front yard setback in the B-2 General Business District.
2. Site and Landscape Plan approval.
3. Parking Stall Waiver Request

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

VOTE ON MOTION #4

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

**(5) DOWNTOWN INCENTIVE PROGRAM GRANT (DIP) REQUEST - 98 EAST NAPERVILLE
ROAD**

Community Development Director Hennerfiend and C.J. Bak addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance awarding a Downtown Incentive Program (DIP) Tier 3 grant to Kidvest LLC, and NVS Properties 44 LLC, for interior and exterior rehabilitation of 98 East Naperville Road.

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

VOTE ON MOTION #5

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(6) AWARD OF BID PROPOSAL - 2025 MFT RESURFACING PROJECT

Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance awarding the bid proposal from Schroeder Asphalt Services, Inc. for the Village's 2025 MFT Resurfacing Project (MFT# 25-00115-00-RS) and authorizing a contract consistent with the bid documents.

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

VOTE ON MOTION #6

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(7) ENGINEERING AGREEMENT - 2025 MFT RESURFACING PROJECT

Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance authorizing an engineering agreement with Primera Engineers, Ltd for Phase 3 construction engineering services for the 2025 MFT Resurfacing Project.

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

VOTE ON MOTION #7

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(8) ADMINISTRATIVE CODE HEARING SYSTEM

Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving amendments to Chapter 1, Article II of the Westmont Code of Ordinances regarding Administrative Code Hearing System.

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

VOTE ON MOTION #8

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(9) AMENDMENTS TO ADMINISTRATIVE TOW HEARING PROCEDURES

Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance approving amendments to Chapter 78, Article XII, Division 1 of the Westmont Code of Ordinances regarding Administrative Hearings for Vehicle Seizure and Impoundment.

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

VOTE ON MOTION #9

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(10) ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS

Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance amending Chapter 78, Article XII of the Westmont Code of Ordinances to create a new Division 3 for the administrative adjudication of parking, standing, and vehicle condition violations.

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

VOTE ON MOTION #10

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

MISCELLANEOUS

- Village Manager May talked about his experience in Westmont. He has had a long career at the Village. He is proud of the organization and the team that we have here. We have a great relationship with our neighboring communities.
- Mayor Nero is also proud of the team that Manager May has built over the years. He presented Village Manager May a plaque for all of his dedicated service.
- Trustee Barker commented on Manager May's work.
- Trustee Liddle agrees with Trustee Barker's comments.

(11) ADJOURNMENT

Motion by **Trustee Liddle** to adjourn the regular meeting.

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

VOTE ON MOTION #11

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

MEETING ADJOURNED AT 7:30 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 12th day of June, 2025



**Village of Westmont
ADMINISTRATION**

31 West Quincy Street, Westmont, Illinois 60559

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

Office of the Deputy Liquor Commissioner

May 6, 2025

Anna's Cafe Place LLC
% Anna's Cafe Place
15 W. Ogden Avenue
Westmont, IL 60559

Declaration of Forfeiture of Liquor license # LIQ-000175-2020

Dear Ms. Manzo:

On April 1, 2025, the Village of Westmont observed that Anna's Cafe Place LLC, 15 W. Ogden Avenue Westmont, IL was closed and all furnishings inside the business were removed including any tables, chairs and video gaming equipment. Additionally, on Facebook, a post showing a handwritten note on the front door of Anna's place stated the business was closed and that the business was seeking another location from which to do business. Anna's Place has been closed for a continuing period of more than 30 days. The Village's Local Liquor Commissioner has not received any communication from you about the closure or relocation of your business within the Village.

Chapter 10, Section 10-45 of the Village of Westmont Code of Ordinances provides for the forfeiture of a liquor license when a licensee closes its business for a period of more than 30 days. This Section states as follows:

Sec. 10-45.- Cessation of business. Any licensee who has ceased to do business or closes its place of business for a period of more than 30 successive days, without written permission therefor from the local liquor commissioner, shall be subject to having its license declared forfeited or lapsed by order of the commissioner.

On May 6, 2025, (36 days since closing) the Local Liquor Commissioner ordered the license for Anna's Place # LIQ-000175-2020 lapsed/forfeited. This letter confirms the forfeiture of your liquor license.

On behalf of the Village of Westmont Local Liquor Commission, we wish you success in any of your future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to read "T. R. Mulhearn". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Thomas R. Mulhearn, Deputy Liquor Commissioner

Cc: Local Liquor Commissioner



Westmont Park District Administrative Office

55 E. Richmond St., Westmont, IL 60559

p: (630) 969-8080 f: (630) 969-7923

2025

Village of Westmont Hotel/Motel Grant Request Concerts in the Park Narrative

Description:

The Westmont Park District is requesting a Hotel/Motel grant for the Concerts in the Park.

The Concerts in the Park Series has been a fundamental part of Westmont since its formation 29 years ago; the concert series came out of our 75th Anniversary celebration in 1996. From the 75th Anniversary, only the concerts and Taste of Westmont still remain. Every summer we offer a variety of different performances ranging from classical music to the golden oldies. This year we are looking to offer three different concerts this year; one concert at Diane Main Park, Ty Warner Park, and Veterans Memorial Park. A portion of this grant will also go towards promotion of the events.

We are requesting the maximum amount allowed under the grant program, which we were informed is \$2,500. The price of entertainment has gone up dramatically since the inception of this program. This concert series is free to the community, and we want to offer the community the best entertainment. These funds will help us secure popular, more expensive bands that could draw bigger attendance from the community and neighboring towns.

In addition to bringing individuals from outside Westmont, the Concert in the Park series provides a great way to bring the community together.

Robert Fleck
Executive Director

Board of Commissioners

John Karesh, President | Mike Conneely | Karen Moffett | Bill Belmonte | Susan Zapinski

Robert Fleck, Executive Director

www.westmontparks.org



Westmont Park District Administrative Office

55 E. Richmond St., Westmont, IL 60559

p: (630) 969-8080 f: (630) 969-7923

2025

Village of Westmont Hotel/Motel Grant Request Haunted Forest Narrative

Description:

The Westmont Park District is requesting a Hotel/Motel grant for its Haunted Forest Event.

The Haunted Forest Event at Smith Woods and Diane Main Park has grown into something that families throughout DuPage County look forward to every year. Since its inception in 2006, we have seen exponential growth in attendance. Last year we had over 2,250 participants. This was another record year for this event.

We are requesting the maximum grant allowed in the amount of \$2,500. In order to continue to grow this event for the Park District and Village of Westmont, we have to continue to be creative in our offerings. New and more elaborate sets, better costumes and more realistic props are needed and anticipated. The people attending this event want and deserve the best experience possible starting from their wait in line through the end of the tour.

The Haunted Forest has become part of a community great offering the Saturday before Halloween. We have Trick or Treat trail downtown Westmont, Pumpkin Smashing, Casket Races with the Haunted Forest anchoring the day's lineup. In addition to bringing individuals from outside Westmont, our Haunted Forest provides a great way to bring the community together.

Robert Fleck
Executive Director

Board of Commissioners

John Karesh, President | Mike Conneely | Karen Moffett | Bill Belmonte | Susan Zapinski

Robert Fleck, Executive Director

www.westmontparks.org



Westmont Park District Community Center

75 E. Richmond St., Westmont, IL 60559

p: (630) 963-5252 f: (630) 963-5259

2025

Village of Westmont Hotel/Motel Grant Request Holly Days Narrative

Description:

Holly Days has been an important part of Westmont for over two decades. The Westmont Park District serves as the administrative agency of the event with the assistance and efforts of the following organizations:

- Police Department
- Fire Department
- EMA
- Westmont Library
- Westmont Special Events
- Lions Club
- Village of Westmont
- Public Works
- Westmont Chamber of Commerce
- Rotary Club

We are requesting the same amount awarded last year, which was \$5,000. The event will encourage tourism because Holly Days historically brings people from many neighboring communities into Westmont to celebrate the annual Frosty and Friends Parade plus the numerous events that take place throughout December. In addition to bringing individuals from outside Westmont, Holly Days involves many local groups and provides a great way to bring the community together. A portion of this grant will also go towards promotion of the event.

Robert Fleck
Executive Director

Board of Commissioners

John Karesh, *President* | Mike Conneely | Karen Moffett | Bill Belmonte | Susan Zapinski

Robert Fleck, *Executive Director*

www.westmontparks.org



Westmont Park District Community Center

75 E. Richmond St., Westmont, IL 60559

p: (630) 963-5252 f: (630) 963-5259

2025

Village of Westmont Hotel/Motel Grant Request The Westmont Performing Arts Musical Narrative

Description:

The Westmont Park District is requesting a Hotel/Motel grant for the Westmont Park Districts' Westmont Performing Arts Group (WPA).

The WPA has been a unique and creative part of Westmont since the formation of this group under its previous name, The Progressive Village Performing Network (PVPN). Every year our group produces a musical for the community. This year we will be performing "Oliver" in the summer and "A Christmas Carol" in the fall. The WPA is seeking assistance with the purchase of set pieces, props and costumes to offset the tremendous expense of producing a professional caliber musical. A portion of this grant will also be allocated towards promotion of the show recognizing the Village's sponsorship through a Hotel/Motel Grant.

We are requesting the maximum amount \$2,500 allowed under the grant program. The event will inspire tourism because the musical traditionally offers four shows which average 300 people per show; 40% of those individuals are from neighboring communities.

In addition to bringing individuals from outside Westmont, the musical involves many local groups and provides a great way to bring the community together.

Robert Fleck
Executive Director

Board of Commissioners

John Karesh, *President* | Mike Conneely | Karen Moffett | Bill Belmonte | Susan Zapinski

Robert Fleck, *Executive Director*

www.westmontparks.org



Westmont Park District Administrative Office

55 E. Richmond St., Westmont, IL 60559

p: (630) 969-8080 f: (630) 969-7923

2025

Village of Westmont Hotel/Motel Grant Request American Legion Memorial Day Parade

Description:

The Westmont Park District is requesting a Hotel/Motel grant for the American Legion's Memorial Day Parade. This important community event is sponsored and coordinated by the Park District with the assistance of the Village of Westmont's Public Works, Police and Fire Department. The Park District rents a parade float every year to honor and transport our Veterans in the parade to the Memorial Day services at Veterans Memorial Park.

We are requesting the maximum grant amount for \$750 to assist with the cost of the float.

Robert Fleck
Executive Director

Board of Commissioners

John Karesh, President | Mike Conneely | Karen Moffett | Bill Belmonte | Susan Zapinski

Robert Fleck, Executive Director

www.westmontparks.org

Sec. 10-36. Classification of licenses.

Liquor licenses to be issued under this chapter shall be divided into the following classes:

....

(25) Class 25, which shall authorize the sale of all alcoholic liquors only for consumption on the licensed premises where the primary business is that of a private natatorium or a private indoor sports venue with a spectator viewing area for games ("sports venue"), subject to the following conditions and restrictions:

- a. The licensed premises may be owned or leased by the natatorium licensee. If leased, the owner of the licensed premises must consent in writing to alcohol sales on the licensed premises. The lease may be on private or public property.
- b. For a natatorium, Alcoholic beverage sales are allowed only to spectators who are 21 years of age or older during swim meet events, but are not allowed for high school or younger-aged swim meets unless sponsored by a private organization/association. Alcohol beverage sales are not allowed during swim lessons, swim practices or other non-swim meet activities, except as provided herein. For a sports venue, alcohol beverage sales are allowed only during game events, except as otherwise provided herein. Alcohol beverage sales are not restricted based on the age level of the participants in such game events. Alcohol beverage sales are not allowed during sports practices, sports lessons, or during open field activities. Alcohol beverage sales are limited to (1) spectators of said game events who are 21 years of age or older, and (2) to participants who are 21 years of age or older, and only when their game event has ended. For both natatoriums and sports venues, alcoholic beverage sales and consumption shall occur indoors, and outdoor sales and consumption is prohibited.
- c. The sale of alcoholic beverages may commence one hour before the commencement of the swim meet or sports venue game event, and shall end no later than one hour after the conclusion of the swim meet or sports venue game event. However, in no case shall the sale of alcoholic beverages occur before 7:00 a.m. or after 11:00 p.m. on any day.
- d. The consumption of alcoholic beverages shall be restricted to designated patron seats/stands and/or a designated food and beverage sales and consumption area, such as a cafeteria, except as provided in subsection (e) below. As part of its initial application for a liquor license, the licensee shall provide a floor plan to the local liquor commissioner for approval which shows the designated alcoholic beverages sales and consumption areas on the licensed premises. The consumption of alcoholic beverages in any non-designated area, including the pool floor area or sports venue field, is prohibited. Signs stating "No Alcohol Beyond This Point" shall be posted at all exit points from where the alcohol is consumed when alcohol is sold/served during swim meets and sports venue game events.

- e. The licensee may request permission from the local liquor commissioner for the sale of alcoholic beverages at non-swim meet or non-sports venue game event private events on the licensed premises, but such private events are limited to no more than 12 per calendar year. The local liquor commissioner may approve or deny such requests in his or her sole discretion and may impose conditions on the hours of alcoholic beverages sales/consumption and the location of alcoholic beverage sale/consumption on the licensed premises for such private events. Permission may be granted to serve and consume alcoholic beverages on the pool floor area or sports venue field, as well as other locations within the licensed premises.
- f. In the event that a daycare facility operates on the licensed premises in addition to a natatorium or sports venue, alcohol sales and consumption are prohibited whenever the daycare facility is open for business.

(Ord. No. 94-68, § 1(4-9), 9-20-1994; Ord. No. 96-95, § 1, 11-18-1996; Ord. No. 97-39, § 1, 4-21-1997; Ord. No. 05-97, § 1, 4-18-2005; Ord. No. 06-160, § 1, 9-5-2006; Ord. No. 07-144, § 1, 9-4-2007; Ord. No. 07-182, § 1, 12-3-2007; Ord. No. 08-154, § 1, 10-20-2008; Ord. No. 08-184, § 1, 11-17-2008; Ord. No. 10-104, § 1, 6-21-2010; Ord. No. 11-145, § 1, 9-6-2011; Ord. No. 12-118, § 1, 7-2-2012; Ord. No. 12-136, § 1, 9-4-2012; Ord. No. 13-36, § 1, 2-19-2013; Ord. No. 13-37, § 1, 2-19-2013; Ord. No. 13-197, § 1, 10-17-2013; Ord. No. 14-187, § 2, 11-13-2014; Ord. No. 14-188, § 2, 11-13-2014; Ord. No. 15-181, § 2, 11-12-2015; Ord. No. 16-141, § 2, 9-1-2016; Ord. No. 17-027, § 1, 3-2-2017; Ord. No. 18-072, § 1, 6-7-2018; Ord. No. 19-084, § 2, 3-23-2019; Ord. No. 19-173, § 2, 12-19-2019; Ord. No. 20-093, § 2, 9-10-2020; Ord. No. 20-103, § 2, 10-8-2020; Ord. No. 20-128, § 2, 12-17-2020; Ord. No. 21-062, § 2, 6-3-2021; Ord. No. 22-092, § 2, 8-11-2022; Ord. No. 22-172, § 2, 12-15-2022; Ord. No. 22-172 corrected copy, § 2, 12-15-2022; Ord. No. 23-136, § 2, 10-5-2023)

State law reference(s)—Classification of state licenses, 235 ILCS 5/5-1.

**INTERGOVERNMENTAL AGREEMENT FOR FIRE AND AMBULANCE
PROTECTION BETWEEN THE VILLAGE OF WESTMONT AND
SOUTH WESTMONT FIRE PROTECTION DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this _____ day of June, 2025, between the Village of Westmont, an Illinois municipal corporation (the “Village”), and the South Westmont Fire Protection District, an Illinois unit of local government (the “District”).

WITNESSETH:

WHEREAS, the Village is ready, willing and able to render fire and ambulance protection services outside of its corporate limits to all properties within the District’s boundaries upon the terms and conditions set forth herein; and

WHEREAS, the District constitutes a territory beyond the Village limits, which desires to have the fire and ambulance protection of the Village’s Fire Department (“the Department”), and is willing to pay the Village for such services as hereinafter provided; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for the intergovernmental cooperation contemplated by this Agreement; and

WHEREAS, the Parties mutually agree that the provision of fire and ambulance services as set forth in this Agreement will promote and protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Services to be Provided by the Village:

(A) Commencing on the start date of June 1, 2025, and ending May 31, 2026, the Village hereby agrees to furnish all property within the boundaries of the District with the full fire protection, emergency rescue and ambulance services of the Department, to the extent of its ability to do so, including Automatic Aid as provided in Paragraph 8. Any fee charged for ambulance service to the District shall be the same fee as charged for ambulance service within the Village limits.

(B) The Department will provide quarterly reports to the District concerning call activity, response time and other relevant data regarding performance of the Department within the boundaries of the District.

2. Payment of Fees for Services in District:

The District agrees that users and the responsible parties who receive ambulance, fire protection or other related services in the District pursuant to this Agreement may be liable to pay the Village for certain fees or costs, as follows:

(A) Ambulance user fees in accordance with the charges for such services within the Village limits in accordance with Chapter 42, Section 42-215 of the Village Code;

(B) A charge for false alarms from any approved alarm automatic protection device or signaling device, as provided in Chapter 42, Section 42-189, of the Village Code, which sets forth local amendments to the adopted International Fire Code, 2021 Edition.

(C) Reimbursement by any person responsible for a hazardous materials incident for any costs incurred by the Village as a result of required cleanup or abatement of such an incident, as provided in Chapter 42, Section 42-189, of the Village Code, which sets forth local amendments to the adopted International Fire Code, 2021 Edition; And

(D) Fees and costs for other services or incidents as set forth in Chapter 42 of the Village Code.

The Department will administer the billing procedures for any services rendered which involve such user fees, penalty charges or reimbursement of costs.

3. Fee for Services Rendered:

(A) In consideration of the foregoing fire protection and ambulance services to be rendered by the Village, the District agrees to pay to the Village the sums as set forth below:

Amount Due

\$20,000.00

Date Due

November 15, 2025

(B) Each fiscal year during the term of this Agreement, the District shall increase its tax levy to the maximum allowed under the Illinois Property Tax Extension Limitation Law, said increase being the lesser of five (5%) percent or the increase in the Consumer Price Index for the year preceding the levy year.

(C) During each fiscal year during the term of this Agreement, the District shall consider approving requests from the Department to provide funding for equipment, training, supplies or other goods and services related to the Department's obligations under this Agreement. The approval of such requests and the amount thereof shall be determined in the sole discretion of the District, based on its determination that such approval will not impair its functions and obligations in light of its current financial condition. The Village shall follow all Village of Westmont procurement policies and practices when purchasing any such equipment, supplies or other goods or services related to the Department's obligations under this Agreement.

(D) If, by virtue of annexations or other loss of assessed valuation, the District's tax revenues fall below a sum necessary to meet the payment provision of this Section, the District may give written notice to the Village concerning its inability to meet such payments, and the provisions of this Section governing remuneration owed to the Village shall be immediately reopened for negotiation to attempt to establish a level of compensation satisfactory to both parties in light of the changed circumstances. It is understood and agreed that the payments to be made by the District to the Village are contingent upon regular tax collections.

(E) Should the District default in its payments to the Village hereunder, the Village may, upon sixty (60) days written notice to the District, terminate this Agreement and cease to provide fire protection and ambulance service hereunder, in addition to any other remedies available to the Village.

4. Insurance Requirements:

The Village agrees to maintain, throughout the term of this Agreement, insurance coverage through the insurers and in the amounts set forth below:

General Liability	\$1,000,000 combined single limit per occurrence for bodily injury; \$2,000,000 general aggregate.
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Automobile Liability	\$1,000,000 combined single limit per accident for bodily injury and property damage.
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Insured through the Intergovernmental Risk Management Agency.

The District shall be named as an additional insured on the above referenced coverage. The Village shall provide the District a certificate of insurance during each year of the term of this Agreement.

5. Personnel and Equipment:

All personnel and equipment necessary for the Village to perform its obligations hereunder shall be provided by the Village.

6. Fire Alarms and Dispatching:

The Department will assume fire alarm receipt and dispatching responsibility. As described in Section 2(B) of this Agreement, fire alarms connected to other monitoring stations may be connected to the Department's system at the same rates as are available to Village customers. The Department will be responsible for all other dispatching and communication.

7. Public Education and Fire Safety Programs:

The Department will provide to the residents of the District the same public education and fire safety programs which are available to Village residents.

8. Automatic Aid:

The Department will make every possible effort to secure "Automatic Aid" for the District from other Fire Departments and Fire Districts. Mutual aid will be provided through existing agreements with MABAs divisions.

9. Notices:

All notices necessary or required hereunder shall be made in writing, and directed by certified United States mail, return receipt requested, to the parties as follows:

To the Department:

Steven W. Riley, Fire Chief (or the
then acting Fire Chief of the Department)
6015 South Cass
Westmont, IL 60559

To the District:

Kenneth Kunesh, Secretary (or the
then acting Secretary of the District)
6518 South Richmond Street
Willowbrook, IL 60527

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed and sealed on its behalf by its Mayor, with the attestation of the Village Clerk, pursuant to an ordinance of the Village Board of Trustees, and the District has caused this Agreement to be executed and sealed on its behalf by the President and Treasurer of its Board of Trustees, with the attestation of its Secretary, pursuant to a Resolution of its Board of Trustees.

VILLAGE OF WESTMONT, an Illinois
municipal corporation
by:

Mayor

ATTEST:

Village Clerk

SOUTH WESTMONT FIRE
PROTECTION DISTRICT, an Illinois
municipal corporation
by:

President, Board of Trustees

Treasurer, Board of Trustees

ATTEST:

Secretary

AIA® Document B101. – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth - day of June- in the year 2025

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Village of Westmont, Fire Department

31 West Quincy Street

Westmont, IL 60559

630.981.6200

and the Architect:

(Name, legal status, address and other information)

845 Design Group PC

106 Calendar Court, #131

La Grange, IL 60525

708.407.9008

for the following Project:

(Name, location and detailed description)

Design a new 35,000 square feet Headquarters Fire Station to replace the existing Station in the same location. The new Station shall have a storm shelter, community room, provide adequate bunk rooms and living space for the Village. The new administration wing shall have a basement, ground floor (with public access) and second floor. The apparatus shall have 5 drive through bays. The living quarters shall be separated from the administration space by the drive thorough bays.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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DRAFT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project program was developed under a separate agreement and during a several month-long process; interviewing staff, creating a program that meets the needs of the Village and several renditions of floor plan options. Option 3d (attached and incorporated herein) was chosen and will be used as the base plan to begin Schematic Design. The new station will replace the existing station in the same location. The site will utilize the Village's stormwater basin offsite.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site is bordered by residential property on the North and East sides. The South elevation is adjacent to the Village's fuel island and the West elevation borders Cass Avenue.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's current estimate for the Cost of Work is \$25,000,000 to \$28,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

[Redacted]

- .2 Construction commencement date:

May 2026

- .3 Substantial Completion date or dates:

Spring 2027

- .4 Other milestone dates:

[Redacted]

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager as Constructor (CMC), cost plus a fee with a Guaranteed Maximum Price (GMP). The Construction Manager shall be referred to herein as the Contractor.

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§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Owner requests Architect's advice and counsel concerning Sustainable best practices. Owner to consider its Return on investment on any larger items. The extent and cost associated with sustainability objectives will be at the Owner's direction.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Deputy Fire Chief Tom Frank

Village of Westmont, Fire Department

Cass Avenue

Westmont, IL

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Director of Public Works, Amy Riese

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 ~~Construction Manager~~Civil Engineer:

To be determined.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Audio/Visual, Westmont IT Staff (Electrical Engineer to provide conduit, A/V to provide devices and locations)

Station Alerting system (Electrical Engineer to provide conduit, Station Alerting Company to provide devices and locations)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

845 Design Group, PC

Jamie Zaura, AIA, LEED AP BD + C

106 Calendar Court, #131

La Grange, IL 60525

Telephone Number (708) 872-4146

Fax Number (708)407-9008

Email Address: Jamiez@845designgroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

McCluskey Engineering Corporation

Seth Michael

1887 High Grove Lane

Naperville, IL 60540
Telephone Number (630)-717-5399

.2 Mechanical and Plumbing Engineer:

WCW
Sung Kwon
760 Creel Drive
Wood Dale, IL 60191
-Telephone Number: 630.595.8800

.3 Electrical Engineer:

Dickerson Engineering
Steve Barnard
3343 North Ridge Avenue
Arlington Heights, IL 60004
Telephone Number: 847.966.0290

4. Civil Engineering and Landscape Architecture
Pinnacle Engineering Group
Brian Johnson
1051 East Main Street, Suite 217
East Dundee, IL 60118
Telephone Number: (630)551-5301

DRAFT

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~_____~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

~~_____~~

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall

cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million- (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, civil, landscape architecture, mechanical, plumbing, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information, ~~but shall not have any duty to independently research, validate or verify such services or information.~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. In the event the Architect is hindered, delayed or prevented from performing its' obligations under this Agreement as a result of any fire, flood, landslide, tornado, pandemic, or other act of God, malicious mischief, theft, pandemic, strike, lockout, other labor problems, shortages of material or labor, failure of any government agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of Architect's work shall be extended by the period resulting delay.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall furnish and submit the required documents to governmental agencies having jurisdiction over the project, the Architect shall assist the Owner in securing necessary approvals of such documents, and shall incorporate changes in the Construction Documents as may be required by such connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, ~~budget for the Cost of the Work~~, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Architect to complete its services for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan,

if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, and schedule, and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The ~~Contractor Architect~~ shall be responsible for cost estimating and shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, civil engineering, landscape architecture, structural, mechanical, plumbing, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The ~~Contractor Architect~~ shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Upon receipt of the Owner's approval of the Design Development documents, the Architect shall commence the Construction Documents Phase.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use the Standard of Care to incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project. Construction drawings, specifications, or other Construction Documents submitted by Architect must, in the exercise of the Standard of Care, be sufficiently complete and unambiguous and incorporate the requirements of codes, ordinances, statutes, regulations, and laws applicable to the design of the Project. Architect will inform the Owner of any tests, studies, analysis, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner. Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Contractor shall develop and prepare Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor;

~~and (3) The Architect shall provide a form of~~ Conditions of the Contract for Construction (General, Supplementary and other Conditions) ~~for review and editing by the Owner and Owner's attorneys.~~ The Architect shall also compile a project manual that includes the ~~Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.~~

§ 3.4.4 The ~~Contractor Architect~~ shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective trade contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- ~~.1 procuring the reproduction of bidding documents for electronic distribution to prospective bidders; facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
- .23 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not bind the Architect or affect the Architect's services under

this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for any-the Contractor's or trade contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, trade contractors, or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the ~~Architect~~ Contractor shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct ~~site visits and observations~~ inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required

- by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observations inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits to determine the dates of Substantial Completion and final Completion inspections shall be conducted with the Owner to review check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected punch list.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount recommended that the Owner retain to be retained from the Contract Sum, if any, for pending final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor for Owner's review, analysis, approval, and use: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Previously completed</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Previously completed</u>
§ 4.1.1.3 Measured drawings	<u>Previously completed</u>
§ 4.1.1.4 Existing facilities surveys	<u>Previously completed</u>
§ 4.1.1.5 Site evaluation and planning	<u>Previously completed</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>N/A</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>N/A</u>

§ 4.1.1.13	On-site project representation <u>(during Construction Administration OAC Meetings)</u>	<u>Architect</u>
§ 4.1.1.14	Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17	Post-occupancy evaluation <u>(11 month walk through)</u>	<u>Architect</u>
§ 4.1.1.18	Facility support services	<u>N/A</u>
§ 4.1.1.19	Tenant-related services	<u>N/A</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Owner or Contractor as agreed upon</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25	Fast-track design services	<u>N/A</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect and Contractor if required</u>
§ 4.1.1.27	Historic preservation	<u>N/A</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30	Other Supplemental Services	<u>N/A</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

The Architect, if required by the Owner, will provide multiple bid packages for demolition and foundation work. Any additional bid packages beyond this scope of work shall be an additional service.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The Owner shall provide IT design and installation based on the Village of Westmont IT Department staff.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to

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provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, more than two (2) a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~.940~~ Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly, up to forty-eight (48) visits to the site by the Architect during construction. Weekly meetings shall begin when the Owner and Architect agree that construction has progressed enough to move to weekly meetings.
- .3 One (1) site visit and observations ~~inspections~~ for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site visit and observations ~~inspections~~ for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier,

shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within **twenty-four** (**24**) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Owner shall carry Builder's Risk or all-risk property insurance with policy limits equal to the Cost of the Work and including the Owner, Contractor, Subcontractors, Architect, and Architect's consultants as insureds as their interests may appear. Owner shall contractually require the Contractor to include Owner, Architect, and Architect's consultants additional insureds on Contractor's general liability and excess or umbrella insurance policies, on a primary and non-contributory basis.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the ~~Contractor Architect~~ shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the ~~Contractor's Architect's~~ estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect ~~and Contractor~~ shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect ~~and Contractor~~ in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

7.5.1 The official and governing Instruments of Service are the signed and sealed drawings and specifications issued in paper format for use in connection with the Project.

7.5.2 The Architect, in its sole discretion, provide for use to the Owner from time to time upon request by Owner for its' convenience, the Architect's Building Information Model and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM model or in CAD backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

7.5.3 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not be responsible or liable in connection with the drawings once they are turned over to the Owner.

7.5.4 The completeness, accuracy, and correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance or other insurance applicable to the Project, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

8.14 Limitation of liability: The Owner understands that this Project poses certain risks to both the Architect and Owner and that the amount of risk the Architect is willing to accept is tied, in part, to the amount of compensation received for Architect's services. Architect's fee for the services undertaken in this Agreement is based on Owner's agreement to limit the Architect's liability as described in this paragraph. Owner therefore agrees that, to the fullest extent permitted by law, Architect's total liability to Owner for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to, Architect's negligence, errors, omissions, or breach of contract, whether at common law, in equity by statute, or in contract, tort or other legal theory, shall not exceed the total compensation actually received by Architect under this Agreement. This limitation of liability shall apply to Owner's claims for damages as well as Owner's claims for contribution and indemnity with respect to a third-party or any regulator.

§ 8.2 Mediation

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User Notes:

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§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the Chicago Office of JAMS or ADR Systems, at the option of the party first demanding mediation. ~~American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint ~~or other appropriate demand for binding dispute resolution~~ but, in such event, mediation shall proceed in advance of litigation ~~binding dispute resolution proceedings~~, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of amounts not reasonably disputed in good faith in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and shall negotiate with the Owner for any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than 45 consecutive days or 90 cumulative days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate in good faith the amount of any compensation the Owner will pay the Architect ~~be compensated~~ for expenses incurred in the interruption and resumption of the Architect's services. The Owner and Architect shall negotiate in good faith adjustments to the Architect's fees for the remaining services and the time schedules for completions ~~shall be equitably adjusted~~.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. Notwithstanding any other provisions of this Agreement, the Owner shall have the right to terminate the Agreement at any time, upon giving seven (7) days' written notice of such termination to the Architect, for any reason in its sole discretion, and, in such event the Architect shall be paid for services completed to the date of termination.~~

~~§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the~~

following fees:

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~1— Termination Fee:~~

~~_____~~

~~2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~_____~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois, ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Unless otherwise defined herein, ~~T~~erms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Owner agrees to indemnify and hold harmless Architect from all claims, damages, fines and causes of action arising out of the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect shall immediately report to the Owner the presence and location of, any hazardous material which they become aware of.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's

promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner and Architect may disclose any information specifically required by law to do so.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$952,020.00

- ~~.2 Percentage Basis
(Insert percentage value)~~

~~() % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

- ~~.3 Other
(Describe the method of compensation)~~

~~§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on the hourly rates listed in Section 11.7. Architect shall provide the additional service amount and Owner approval prior to work started.

~~§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section~~

~~11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)~~

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>\$96,160.00</u> -	percent (<u>10.1</u> %)
Design Development Phase	<u>\$383,440.00</u>	percent (<u>40.3</u> %)
Construction Documents Phase	<u>\$319,480.00</u>	percent (<u>33.6</u> %)
Procurement Phase	<u>\$33,540.00</u>	percent (<u>3.5</u> %)
Construction Phase	<u>\$119,400.00</u>	percent (<u>12.5</u> %)
Total Basic Compensation		one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
<u>Architect</u>	<u>\$140</u>
<u>Mech/Elec/Plumbing Engineer</u>	<u>\$245</u>
<u>Structural Engineer</u>	<u>\$181</u>
<u>Civil Engineer</u>	<u>\$220</u>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect plus fifteen percent (15%), ~~and the Architect's consultants plus _____ percent (_____ %) of the expenses incurred.~~

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

~~§ 11.10.1.1 An initial payment of _____ (\$ _____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of _____ (\$ _____) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

In accordance with the Local Government Prompt Payment Act if applicable, or if it is not applicable, one percent per month. _____ %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

~~ARTICLE 12 — SPECIAL TERMS AND CONDITIONS~~

~~Special terms and conditions that modify this Agreement are as follows:~~

~~(Include other terms and conditions applicable to this Agreement.)~~

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

[REDACTED]

- .3 Exhibits: Floor plan 3d to be provide as Exhibit 1.
(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~[REDACTED] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[REDACTED]~~

~~[REDACTED] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~[REDACTED]~~

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

[REDACTED]

This Agreement entered into as of the day and year first written above.

DRAFT

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Jamie Zaura, AIA, LEED AP, BD+C
(Printed name, title, and license number, if required)

Sec. 54-101. Amounts of penalties.

- (a) Any person charged with who receives a citation for a violation of any provision of the village Code of Ordinances ("Code") for the Village of Westmont regarding the parking, stopping or standing of vehicles or any provision of the Illinois Vehicle Code, Chapter 625 ILCS 5/1-100, et seq., regarding the parking, stopping or standing of vehicles, as amended from time to time, which are hereby incorporated and adopted by reference as part of this chapter, is subject to an administrative adjudication hearing for the violation as established in chapter 78, article XII, division 3 of this Code, and is subject to the following fines and penalties: and for which no other penalty or compromise payment is specifically provided for by this Code, may settle and compromise such charge by paying to the village, within 30 days after the time of the police department citation alleging such offense, a sum of \$30.00; except that if the person is charged under the following sections the penalty or compromise payment shall be as follows:-

~~78-318 Handicapped parking (pursuant to Illinois Law) - \$250.00~~

~~78-302 (c and d) Commercial vehicle engine idling and/or parking (first offense)(whether same location or different location) - \$150.00~~

~~78-302 (c and d) Commercial vehicle engine idling and/or parking (second offense within a 24-month period)(whether same location or different location) - \$300.00~~

~~78-302 (c and d) Commercial vehicle engine idling and/or parking (third and subsequent offense within a 24-month period)(whether same location or different location) - \$600.00~~

	Fine Schedule	General Fine Amount	Handicapped Parking Fine	Commercial Vehicle Parking/Idling 1st Offense	Commercial Vehicle Parking/Idling 2nd Offense w/in 24 months	Commercial Vehicle Parking/Idling 3rd Offense w/in 24 months	Sixth or Greater Parking Offense to same vehicle w/in rolling 1 year period
Step 1	Upon service of violation notice, the fine amount owed prior to or on the first hearing date is:	\$30.00	\$250.00	\$150.00	\$200.00	\$250.00	\$100.00
Step 2	Upon failure to pay the fine amount specified in Step 1, prior to or on the first hearing date, the fine amount remains as:	\$30.00	\$250.00	\$150.00	\$200.00	\$250.00	\$100.00
Step 3	Upon failure to pay the fine amount specified in	\$60.00	\$250.00	\$150.00	\$200.00	\$250.00	\$150.00

	Step 2, and after the time to file for administrative and judicial review has lapsed, the combined fine amount and penalty amount is:						
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Additionally, at its sole discretion, the village may send any unpaid citations to a collection agency.

- (b) If a citation is written under the following sections of the Code of Ordinances for the Village of Westmont for the following offenses, and no other penalty or compromise payment fine is specifically provided for by this Code, the defendant or person cited may settle and compromise such charge citation by paying to the village, within 30 days after the issuance of a citation alleging such violation by time of the police department or other department citation alleging such offense, a sum fine of \$30.00:

14-41 Dog at large

14-41 Failure to have dog leashed and under control

22-276 120 Permit required (soliciting w/o permit)

78-306 Snow removal

78-15 Riding on the outside of a vehicle

78-16 Toy vehicle on roadway

78-17 Clinging to vehicles

78-383 Standing in roadway

78-384 Obedience to police signal

78-385 Standing on sidewalk

78-391 Restrictions on use of motorized skate boards

78-600 Bicycle parking/abandonment

78-382 Crossing other than crosswalk (jaywalking)

22-502 228 Abandoned vehicle/vehicle displayed for sale

78-223 Obedience to signal indicating approaching of train (vehicle only)

78-387 Pedestrian walking on highway

42-152 Burning combustible material (open burning)

66-62 Depositing on public property (littering)

- (c) All citations issued for these violations shall be in the name of the Village of Westmont and shall refer to the numbered sections in this Code or the Illinois Vehicle Code, where applicable, and shall be referred to as an ordinance violation in the traffic ticket or complaint. Additionally, the violation may be cited under the code section under the Code of Ordinances for the Village of Westmont.
- (d) A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

- (e) ~~Except as provided in subsection (g), below, if payment has not been received prior to the mailing of a final notice by the village for any violation listed in subsection (b) above, and final notice has been mailed, then the amount of penalty due and owing to settle and compromise such citation shall double the amount listed in subsections (a) and (b) above.~~
- (f) ~~Except as provided in subsection (g), below, if payment is not made within the time prescribed in the final notice for any violation listed in subsection (b) above, any the fine of less than \$200.00 will be increased to \$200.00 for every violation listed in sections (a) and (b), above. All unpaid citations may be turned over to a collection agent, or a notice to appear may be served and a complaint filed in a court of competent jurisdiction or before a hearing officer for administrative adjudication. If court or administrative adjudication action is filed, payment of any fine and court costs shall be in such amounts as determined by the court or hearing officer within the limits prescribed by section 1-8 or other applicable provisions of this Code or state statute. For each unpaid citation referred to a collection agency, a \$25.00 administrative fee shall be included with the penalty amount to cover the village's cost in processing the matter.~~
- ~~(g) For any parking citation issued for the sixth and subsequent offense to the same vehicle or to the same owner in any one year rolling calendar period, except for violations of section 78-302(c and d), the following fines shall apply:-~~
- ~~(1) The fine for such a violation is increased to \$100.00 per offense, whether or not the fines are paid within the required time frame;-~~
 - ~~(2) If payment is not made within 30 days after the date of issuance of the citation, the fine for such a violation is increased to \$150.00 per offense;-~~
 - ~~(3) In the event that payment is not received within 60 days after the date of the issuance of the citation, the fine for such a violation is increased to \$200.00 per offense.-~~
 - ~~(4) Additionally, at its sole discretion, the village may send any unpaid citations to a collection agency. For each unpaid citation referred to a collection agency, a \$25.00 administrative fee shall be included with the penalty amount to cover the village's cost in processing the matter.-~~
- ~~(hg) Any commercial vehicle parked in violation of section 78-302(c) is subject to a vehicle tow in addition to any other penalties imposed in this section. Such towing may occur no sooner than one hour after the issuance of a citation under this section.~~

(Code 1972, § 22-79; Ord. No. 96-04, § 1, 2-5-1996; Ord. No. 02-25, § 3, 3-4-2002; Ord. No. 04-12, § 1, 2-2-2004; Ord. No. 07-155, § 1, 10-1-2007; Ord. No. 09-11, §§ 1, 2, 2-17-2009; Ord. No. 12-81, § 1, 5-7-2012; Ord. No. 12-191, § 1, 12-17-2012; Ord. No. 13-01, § 1, 1-7-2013; Ord. No. 17-150, § 1, 10-12-2017; Ord. No. 24-138, § 3, 10-17-2024)

Cross reference(s)—General penalty, § 1-8; animals, ch. 14.

Sec. 78-519. Schedule of fines/penalties.

The fines and penalties which shall be imposed for vehicular regulation violations shall be as follows:

- A. Notwithstanding any other provisions to the contrary in this Code for violations of any provision of this Code regulating, restricting or prohibiting the standing or parking of motor vehicles along the streets, byways, alleyways, regulated parking lots or such other locations as may be controlled by off street parking agreements, located within the geographical boundaries of the village, including handicapped parking, for violations regarding the use or condition of vehicular equipment, the fines relative to the administrative adjudication of vehicular regulation violation notices issued pursuant to this section shall be as set forth in the following schedule:

	Fine Schedule	General Fine Amount	Handicapped Parking Fine	Commercial Vehicle Parking/Idling 1st Offense	Commercial Vehicle Parking/Idling 2nd Offense w/in 24 months	Commercial Vehicle Parking/Idling 3rd Offense w/in 24 months	Sixth or Greater Parking Offense to same vehicle w/in rolling 1 year period
Step 1	Upon service of violation notice, the fine amount owed prior to or on the first hearing date is:	\$30.00	\$250.00	\$150.00	\$200.00	\$250.00	<u>\$100.00</u>
Step 2	Upon failure to pay the fine amount specified in Step 1, prior to or on the first hearing date, the fine amount remains as:	\$30.00	\$250.00	\$150.00	\$200.00	\$250.00	<u>\$100.00</u>
Step 3	Upon failure to pay the fine amount specified in Step 2, and after the time to file for administrative and judicial review has	\$60.00	\$250.00	\$150.00	\$200.00	\$250.00	<u>\$150.00</u>

	lapsed, the combined fine amount and penalty amount is:						
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