



Village of Westchester
Agenda
Committee of the Whole Meeting

Village Hall
10300 Roosevelt Road
Westchester, IL 60154
www.westchester-il.org

Tuesday, November 22, 2016
Village Hall Board Room - 7:00 p.m.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. New Business**
 - A. Restructured Parking Fee – Chief Stelter (p. 2)
 - B. Amendment to the Snow Parking Ordinance – Chief Stelter (Discussion Only)
 - C. EPA Compliance Issue – Mr. Lewis (Discussion Only)
 - D. Christopher B. Burke Engineering, Ltd. Bridge Engineering Inspection Services – Mr. Lewis (p. 4)
 - E. Travel Expense Policy – Ms. Spencer (p. 17)
 - F. Destruction of Executive Session Minutes – Ms. Spencer (p. 35)
 - G. Proposed 2017 Schedule of Meetings of the Village President and Board of Trustees of the Village of Westchester, Cook County, IL - Ms. Spencer (p. 36)
 - H. Complaint – First Floor Brick Rule – Ms. Headley (p. 37)
- 5. Old Business**
 - A. Intergovernmental Agreement with the Park District regarding a Dog Park – Attorney Durkin (p. 51)
- 6. Information Only**
- 7. Public Participation**

In order to give as many visitors as possible an opportunity to speak and in the interest of adjourning the meeting by 9:00 p.m., please limit your comments to 3 minutes in length, unless further time is granted by the Board. Thank you.
- 8. Executive Session**
- 9. Adjournment**

The Village of Westchester will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Westchester, should contact the office of the Fire Chief, 10300 W. Roosevelt Road, Westchester, IL, (708) 345-0441, as soon as possible but no later than 48 hours before the scheduled event.

Steven L. Stelter
Chief of Police

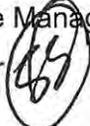


Westchester Police Department

10300 W Roosevelt Road
Westchester, IL 60154
Phone (708) 345-0060
Email: sstelter@westchesterpolice.com
www.westchester-il.org

November 15, 2016

To: Janet Matthys – Village Manager

From: Chief Steven Stelter 

RE: Re-structuring Fines for Parking Violations

In assessing the fines for various parking violations throughout the Village, I want to recommend to the Village Board a re-structure of some of the fines for parking violations. I sought out input from surrounding communities – LaGrange Park, Bellwood, Berkley, Forest Park, Elmwood Park Franklin Park, Broadview, North Riverside, LaGrange and Hillside. Base fines ranged between, \$30.00 and \$50.00 in these communities, with late fees adjusted appropriately.

In speaking with my staff, it is unknown when the last time fines were actually raised. I am asking the Board to consider raising the base fines and late fees for the offenses listed in the attached document. This would put us in line with other area police departments and the Village would not have to raise these new fines for many years down the road.

Attached to this document is the list of parking violations I desire to have raised. I have included the violation, section number, base fine, late fine 11 – 20 days, late fine 21 – 40 days and after 40 days all fines go to collections.

Thank you for your consideration in this matter.

Westchester Police Department – Ordinance Fine List

Current Fine Structure

[Recommended Change](#)

Parking Violations	Section	Base Fine 1 – 10 Days	Late Fee 11 – 20 Days	Late Fee 21–40 Days	After 40 Days
No Parking Places	11.32.010	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Parking at Curb	11.32.020	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Vehicles for Sale	11.32.030	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Loading Zone	11.32.040	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Truck, Truck Tractor, Trailer	11.32.050	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Alleys	11.32.060	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Parking Prohibited at all times on certain streets	11.32.090	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Parking Prohibited during Certain Hours on Certain Streets	11.32.100	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Two Hour Parking	11.32.110	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Roosevelt Road – Restrictions	11.32.140	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Parking on alternate sides Between 7:00am and 3:00pm	11.32.160	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Resident Parking Only	11.32.170	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections
Abandoned Vehicle	7.60.100	\$20 / \$50	\$30 / \$75	\$50 / \$100	Collections
Snow Emergency Route	11.30.010	\$20 / \$35	\$30 / \$50	\$50 / \$75	Collections



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 1, 2016

Village of Westchester
10300 Roosevelt Road
Westchester, IL 60154

Attention: Robert Lewis – Director of Public Works

Subject: Proposal for Professional Engineering Services
IDOT Biannual Bridge Inspections
Gardner Road over Addison Creek (SN 016-3106)
Wedgewood Drive over Addison Creek (SN 016-3231)
Gladstone Street over Addison Creek (SN 016-8165)

Dear Mr. Lewis:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for the biannual inspection of the following bridges as required by IDOT. As the Bridge Program Manager for the Village, we noted IDOT records indicate that the below bridges are currently due for inspection per IDOT requirements.

STRUCTURE NO.	BRIDGE
016-3106	Gardner Road over Addison Creek
016-3231	Wedgewood Drive over Addison Creek
016-8165	Gladstone Street over Addison Creek

SCOPE OF SERVICES

Each of the bridges listed above will receive a visual inspection in accordance with the National Bridge Inspection Standards (NBIS) and the IDOT Structure Information and Procedure (SIP) Manual. The Routine Inspection Report forms (BBS-BIR) for the bridges will be filled out and submitted to the Village and IDOT Local Roads. Bridge inspection reports including photo documentation will also be completed for these bridges and submitted to the Village, including recommendations for repair and associated approximate cost (if necessary).

Please note that this proposal does not include the preparation of contract documents to complete the recommended repair work.

ESTIMATE OF FEE

The bridge inspections will be completed by qualified staff members from CBBEL who are IDOT approved inspectors. The required forms will be filled out and signed by an CBBEL's IDOT Consultant Program Manager who is a Licensed Structural Engineer. We estimate the following fee to complete the scope of work described above:

TASK #1 = \$2,550
FIELD INSPECTION:

TASK #2 = \$2,150
IDOT FORMS AND REPAIR RECOMMENDATIONS:

TOTAL = \$4,700

We will bill you at the hourly rates specified on the attached previously agreed Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist. M .ASCE
President

Encl. Previously Agreed Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS ACCEPTED
FOR THE VILLAGE OF WESTCHESTER:

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer 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 arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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ORDINANCE NO. 2016 - _____

AN ORDINANCE AMENDING TITLE 2, ENTITLED “ADMINISTRATION AND PERSONNEL,” OF THE WESTCHESTER MUNICIPAL CODE, BY ADDING THERETO CHAPTER 2.98, ENTITLED “TRAVEL, MEAL AND LODGING EXPENSE REIMBURSEMENT”

WHEREAS, Section 10 of the Local Government Travel Expense Control Act (50 ILCS 150/1) (the “Act”) mandates that the Village of Westchester (the Village”) regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the types of official business for which travel, meal, and lodging expenses are allowed; (2) the maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses, which is to be supported by the minimum documentation required under Section 20 of the Act; and

WHEREAS, the Act permits that the regulations may allow for approval of expenses that exceed the maximum allowable travel, meal, or lodging expenses because of emergency or other extraordinary circumstances; and

WHEREAS, the Act prohibits the approval or payment of travel, meal, or lodging expenses on and after 180 days after the effective date of the Act, unless regulations have been adopted, as set forth under Section 10 of the Act; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interests of the Village to amend the Westchester Municipal Code to regulate the reimbursement of travel, meal and lodging expenses.

NOW, THEREFORE, BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Title 2, entitled “Administration and Personnel”, of the Westchester Municipal Code, is hereby amended by adding thereto Chapter 2.98, entitled “Travel, Meal and Lodging Expense Reimbursement”, as follows:

Chapter 2.98 - Travel, Meal and Lodging Expense Reimbursement

Consistent with the Local Governmental Travel Expense Control Act (50 ILCS 150/1 *et seq.*), the Village will allow and will reimburse Village officers and employees for reasonable authorized travel expenses, including meal and lodging expenses, incurred by them in the performance of their duties. This Chapter regulates the reimbursement of all travel, meal, and lodging expenses of officers and employees of the Village.

2.98.010 Applicability

This Chapter applies to every officer and employee of the Village including, but not limited to, all full-time, part-time and temporary employees of the Village and all elected officials of the Village and all appointed officers and appointed board, commission or committee members of the Village.

2.98.020 Definitions

“Corporate Authorities” means the Village President and Board of Trustees of the Village.

“Entertainment” includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event.

“Travel” means any expenditure directly incident to official travel by employees and officers of the Village, involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

“Village” means the Village of Westchester, Illinois.

2.98.030 Official Business for which Expense Reimbursement is Permitted

- (a) Village officers and employees are permitted to be reimbursed for travel, meal and lodging expenses in the following instances:

(1) Official Business Travel – Travel that takes the Village officer or employee outside of the Village relating to official business of the Village that is designed to further development, legislation, governance and administration of the Village.

(2) Training and Professional/Educational Travel - Travel that takes the Village officer or employee outside of the Village related to the attendance at seminars, conferences, workshops, conventions and the like, which are designed to further training, education and professional development of Village officers or employees, as directly related to their duties.

(3) Official Business Meals – Meals consumed within or outside of the Village during which the Village officer or employee discusses official business of the Village that is designed to further development, legislation, governance and administration of the Village.

(b) Commuting to a location within the Village and to or from an officer's or employee's normal place of business does not constitute a reimbursable travel expense, nor does commuting to or from an employee's worksite, from or to an employee's place of residence.

2.98.040 Travel, Meal and Lodging Expense Authorization

Prior to incurring a travel, meal or lodging expense for which reimbursement is sought, Village officers and employees are required to complete the Travel Authorization Form set forth in Section 2.98.080 below. Travel, meal or lodging expenses by employees (except for department heads) must be authorized in advance by the department head and the Village Manager. Travel, meal or lodging expenses by department heads must be authorized in advance by the Village Manager. Travel, meal or lodging expenses by Village officers (except for the Corporate Authorities) must be authorized in advance by the Village Manager. Travel, meal or lodging expenses by the Corporate Authorities must be authorized in advance by the Corporate Authorities by a roll call vote at an open meeting of the Corporate Authorities. Any travel, meal or lodging expenses incurred without the requisite advance authorization shall not be eligible for reimbursement.

2.98.050 Travel, Meal and Lodging Expense Reimbursement Approval

Within ten (10) days after the return from travel, or, in the absence of travel, within ten (10) days after incurring the expense, the Village officer or employee must complete a

Travel Expense Reimbursement Form set forth in subsection 2.98.090 below, which shall be supported by the required documentation, and the officer or employee shall be required to submit the form to the Village Manager, within said ten (10) day period. Any travel reimbursement submitted after ten (10) days must include an explanation for the delay. Only delays caused by reasonable circumstances providing justification for the waiver of the timeline will be eligible for approval of the reimbursement. Travel, meal and lodging expenses of Village officers (except for the Corporate Authorities) and employees that do not exceed the maximum allowable reimbursement amounts established in this Chapter may be approved by the Village Manager. In the case of emergency or other extraordinary circumstances, travel, meal and lodging expenses that exceed the maximum allowable reimbursement amounts established by this Chapter may be approved, provided that all travel, meal and lodging expenses of the Corporate Authorities and travel, meal and lodging expenses of Village officers or employees that exceed the maximum allowable reimbursement amounts established in this Chapter shall only be approved by the Corporate Authorities by a roll call vote at an open meeting of the Corporate Authorities.

2.98.060 General Travel Expense Requirements and Permitted Rates of Reimbursement

(a) General Requirements.

(1) Village officers and employees are required to utilize all reasonable forms of technology, including, but not limited to, internet, teleconferencing and webinars, to lessen travel expenses incurred.

(2) The Village shall reimburse allowable, authorized travel expenses for official business identified under Section 2.98.030 and incurred in the performance of Village duties, conditioned on the financial ability of the Village and within the budgetary constraints established by the Corporate Authorities.

(3) Village officials and employees shall exercise good judgment and proper regard for public funds, when incurring travel expenses, by requesting reimbursement for only the minimum number of staff necessary. Personal items and other non-business/non-professional related expenses are not reimbursable. All Village or Department personnel policies and rules apply, when conducting Village business, regardless of location.

(4) In order to minimize the Village's total cost per trip, Village officers and employees are encouraged to maximize the use of reduced-fare promotions. While travelers are not normally permitted to leave early or stay longer than the designated business requires, travelers are encouraged to take advantage of reduced fares, whenever possible. This may mean leaving in advance, or possibly staying longer. The total cost savings should take into account lost productivity, if normal working time is missed. This lengthened stay may be permissible, but only when it can be documented that the net effect is a lower total cost for a trip. This cost saving statement shall be entered on the Travel Authorization Form, whenever applicable.

(5) Persons receiving reimbursement for all incurred expenses shall not receive reimbursement for the same expense from any other public or private source. Officers or employees who sign claims for reimbursement for expenses or who request payment of charges that have been incurred on a credit card or by any other means shall certify that they are the individuals that incurred the expense, and certify that the Village is the only entity that will receive a claim for reimbursement for the specific expense.

(b) Transportation Expenses

(1) Mode of Transportation. Usual local and long distance modes of transportation to destinations authorized for travel in the course of Village business shall include automobiles, airlines, railroads, buses, taxicabs, and ride-share services. In all cases, travel should be by the most economical mode of transportation available, considering travel time and work requirements.

(2) Routing of Travel. Travel shall be required to be made by the most direct route. Travel by other routes is allowed, when required by the individual's official duties, safety considerations and unusual circumstances. Expenses due to deviations for convenience shall be borne by the officer or employee. Explanations of unusual circumstances shall be reflected in the comment section of the Travel Expense Reimbursement Form.

(3) Commercial Transportation. Individuals will be reimbursed for actual and necessary costs of transportation by airline, railroad or other common carrier, following these guidelines:

(i) Commercial Common Carriers. Use of common carriers, such as airlines, trains and buses, will be reimbursed at actual cost, not to exceed coach fare. Upgrades to higher fares and first class travel will only be considered in emergencies, and must be preapproved by the Village Board and supported by a written statement detailing the circumstances that created the extraordinary expenditure. In all cases, a traveler shall attempt to secure the lowest fare available, given scheduling requirements.

(ii) Taxicab and Ride-Sharing Service Fares. Taxicab and ride-sharing service (such as Uber, Lyft, etc.) fares are reimbursable at the actual cost of the fare. Receipts for fares are required for reimbursement. If free van, bus or shuttle service is available and convenient, they are recommended for use, in lieu of taxicabs or ride-sharing services.

(iii) Vehicle Rentals. The rental of an automobile while on travel status is allowed, if circumstances require, rather than simply for personal convenience of the traveler. Rental vehicle reimbursement is limited to:

(a) A situation that occurs when the traveler's final geographic destination is remote to the transportation terminal and there is no other cost-effective conveyance from the common carrier terminal; or

(b) A situation where there are three or more Village travelers and it is cost-effective to rent a vehicle, in lieu of the total actual round trip cost of a separate taxi or ride-sharing vehicle, for each traveler; or

(c) A situation where timely flight connections can only be made by utilizing a short-term car rental.

The most economical vehicle available that is suitable for the Village's business shall be obtained. The collision damage waiver and personal accident insurance on rented vehicles shall not be reimbursable. Vehicle

rentals must be identified on the Travel Authorization Form and preapproved by the Village Manager. Failure to receive preapproval may result in non-reimbursement.

(4) Personal Automobiles. Use of personal automobiles for travel will be reimbursed for miles driven at the rate established by the Internal Revenue Service (“IRS”) Standard Mileage Rate for Business in effect at the time of travel. The IRS mileage rate is intended to cover the following expenses: gasoline, normal wear and tear on the vehicle, insurance, and any vehicle damage. In the case of a vehicle accident, the employee’s insurance policy will be considered to be the primary insurance coverage.

(i) Mileage reimbursement for personal automobile use is limited to travel outside of the Village. The official or employee is required to document the mileage by providing a printout from a reliable map source (*i.e.*, MapQuest, Google Earth, Yahoo Maps, etc.) and must attach the printout to the Travel Expense Reimbursement Form.

(ii) When two or more employees travel in one vehicle, reimbursement will be made to only one employee. The names of all travelers shall be indicated on the Travel Expense Reimbursement Form.

(iii) When a personal automobile is used, the mileage allowance shall not exceed the related cost of coach airfare. Reimbursement shall be limited to the lower of coach air fare or actual miles driven, times the prevailing IRS Standard Mileage Rate.

(iv) Employees using personal automobiles for travel on Village business must have insurance coverage in an amount not less than that required by Section 10-101(b) of the Illinois Vehicle Code [625 ILCS 5/10-101(b)]. The Village Manager shall require employees to file a statement certifying that they are duly licensed and carry at least the minimum insurance coverage.

(5) Village Vehicles. Village vehicles may be used for local travel. Village vehicles should not be used for out-of-state trips, when the final destination is more than 100 miles outside of the Village, unless it is shown to be the cheaper transportation alternative. Gasoline required for the continued use of a Village vehicle, when the Village’s gas pump

cannot be used, is reimbursable at the actual cost of the fuel, with receipts required.

(6) Incidental Auto Expenses. Certain other costs associated with the use of personal or Village vehicles are reimbursable. The cost of automobile parking fees, bridge, road and tunnel tolls shall be allowed at the actual cost. The fee for parking a vehicle at a common carrier terminal, or other parking area for the time that the traveler is away shall be allowed, but only to the extent that the fees, plus the allowable mileage reimbursement to and from the terminal area, does not exceed the estimated cost for use of a taxicab to and from the terminal. Receipts or a printout of an I-PASS account showing time and date are acceptable for reimbursement for tolls paid.

(7) Reimbursement for transportation in excess of the rates established in this Section 2.98.060 must be authorized in advance and approved for reimbursement by the Corporate Authorities by a roll call vote at an open meeting of the Corporate Authorities.

(c) Lodging Expenses

(1) It is the responsibility of each Village officer and employee to request the lowest available lodging rate at the time of making reservations. However, a person who may require special lodging consideration, due to a disability, may be reimbursed for the actual cost of the least costly lodging that is substantially accessible. Special seminar, conference or government rates shall be sought, if available.

(2) Lodging reimbursement shall be at actual cost, consistent with facilities available and proximity to the location of a conference, seminar or business meeting. Where multiple occupancy involving a spouse and/or other family members has occurred, the Village officer or employee may only claim the actual and necessary cost of his or her single occupancy at a single rate. If no single rate exists, the lowest double rate shall be reimbursed.

(3) Lodging provided by a friend, relative or non-invoicing organization is not reimbursable.

(4) The number of nights for which an employee may obtain reimbursement will be limited to the number necessary to conduct Village business, unless the officer or employee is utilizing a reduced-fare promotion, in accordance with Section 2.98.060 of this policy. For those

conferences or meetings that begin in the morning, arrival the night before may be reimbursable. For conferences or meetings that end after 5:00 p.m., lodging expenses for that night may also be reimbursed. Employees are encouraged to return home on the final day of the conference, whenever possible.

(5) A longer stay may be permitted, if it results in a significant savings in travel costs, and must be preapproved by the Village Manager. (See 2.98.040). The employee requesting the reimbursement must document the net savings, if a longer stay is requested, including the expense for lodging and meals. Lost work time should also be taken into account, when calculating any cost savings.

(6) It is not considered prudent to use public funds for overnight lodging within a 75-mile radius of the Village; therefore, such is not normally reimbursed. Exceptions to this policy would be:

(i) If documented business meetings extend past 8:00 p.m. and then resume again at 8:00 a.m. the next morning. Business meetings, in this instance, do not include dinners, receptions or social functions sponsored for attendees during the evening hours. Employees may attend these functions, at their own expense, and if they choose to remain away from home overnight, lodging expenses will not be reimbursed. Prior approval by the Corporate Authorities must be obtained for any planned overnight stay within the 75-mile radius. Failure to gain prior approval may result in non-reimbursement.

(ii) If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.

(7) For each day of an overnight stay, one personal telephone call of reasonable duration will be reimbursed on a lodging bill, telephone credit card or separate cell phone bill. Necessary business calls will also be reimbursable.

(8) Personal items, such as movie rentals, clothes cleaning, etc., shall not be reimbursable.

(9) Reimbursement for lodging in excess of the per diem rates published by the U.S. General Services Administration (GSA) Domestic Per Diem Rates (effective October 1 of each year) (see www.gsa.gov/perdiem) must be authorized in advance and approved for

reimbursement by the Corporate Authorities by a roll call vote at an open meeting of the Corporate Authorities.

(d) Meal Expenses. Expenses for breakfast, lunch and dinner amounts will be reimbursed in accordance with the Meals and Incidental Expenses (M&IE) Breakdown established by the GSA. (See www.gsa.gov.) Reimbursement for expenses for meals shall not exceed the per diem amounts set forth in the published U.S. General Services Administration (GSA) Domestic Per Diem Rates (effective October 1 of each year). (See www.gsa.gov/perdiem.) The Meals and Incidental Expense (M&IE) rate will be paid based on the destination location of authorized travel.

(1) Breakfast is reimbursable only when an officer or employee who is traveling leaves the Village or his or her personal residence (if reporting directly to the destination) at or before 6:00 a.m.

(2) Lunch is reimbursable only when an officer or employee who is traveling leaves the Village or his or her personal residence (if reporting directly to the destination) at or before 12:00 noon.

(3) Dinner is reimbursable only when an officer or employee who is traveling arrives back at the Village offices or his or her personal residence (if reporting directly from destination) at or after 7:00 p.m. For employees commencing travel after the close of business, but before 6:30 p.m., dinner reimbursement may be allowed.

(4) Reimbursement for meals in excess of the per diem rates published by the U.S. General Services Administration (GSA) Domestic Per Diem Rates (effective October 1 of each year) (see www.gsa.gov/perdiem) must be authorized in advance and approved for reimbursement by the Corporate Authorities by a roll call vote at an open meeting of the Corporate Authorities.

(e) Special Expenses

(1) Registration Fees and Materials Related to Professional/Educational Activities

(i) Actual registration fee expenditure and reimbursement is allowed for authorized attendance at professional/educational activities, with prior approval by the Village Manager. Advance registration should be used, if the amount of the registration fee is reduced for such advance registration.

(ii) Costs for books and related materials, such as conference tapes, are reimbursable costs. Any items purchased shall become the property of the Village.

(2) Service Tips. Tips for services provided during travel that are not associated with meals (or requested elsewhere) may be included for reimbursement on the Travel Expense Reimbursement Form. An officer or employee may request reimbursement up to 20% for documented tips and up to \$5.00 for undocumented tips for services not associated with meals.

(3) Village Business Meetings. Special expenses incurred while hosting a meeting may be reimbursable, when authorized by the Village Manager in advance, but only if reasonable, well-documented and budgeted.

(i) All special expenses shall be itemized and fully documented, to include the actual Village business transacted and the individuals and their affiliation. The actual cost of meals for other persons incurred in connection with official Village business may be allowed.

(ii) In order to be eligible for meal reimbursement purchased for a guest, Village business must have been discussed with such guest during the meal or immediately preceding or following the meal.

(iii) Two or more Village employees dining together and discussing business will not constitute a reimbursable business meal.

(iv) Actual receipts are required to document reimbursements.

2.98.070 Non-reimbursable Expenses

The following expenses are non-reimbursable:

- (a) Alcoholic Beverages;
- (b) Coat Check;
- (c) Entertainment;
- (d) Late check-out and room guarantee charges;

Airline: _____ \$ _____

Ground: _____ Village Vehicle (Fuel Reimbursement Only) \$ _____

Personal Vehicle _____ miles @ \$0.56/mile (Calendar Year 20__) \$ _____

_____ Other – Describe _____ \$ _____

LODGING

Hotel _____

Single Room Rate \$ _____ x # of nights _____ \$ _____

_____ Village VISA Card _____ Direct Pay* _____ Reimbursement \$ _____

MEALS (Do not include if part of registration fee or if otherwise provided)

_____ Breakfast(s) ≤ GSA Rate \$ _____

_____ Lunch(es) ≤ GSA Rate \$ _____

_____ Dinner(s) ≤ GSA Rate \$ _____

OTHER EXPENSES (Travelers will be reimbursed for actual costs of receipts)

Fares (Taxi, Ferry, etc.) \$ _____

Tolls \$ _____

Parking \$ _____

Other \$ _____

TOTAL ESTIMATED COSTS: \$ _____

CALCULATION OF REDUCED FARE PROMOTION SAVINGS

Reduced Fare Savings (Subtract cost of Normal Fare from Reduced Fair) \$ _____

Cost of missed work (Multiply rate of pay times work time missed)\$ _____

(Attach Separate Illustrating Calculations)

TOTAL REDUCED FARE COST SAVINGS: \$ _____

Employee Name (Print) _____

Signature _____

Department _____

Approved: _____ Date _____

(Department Head)

Approved: _____ Date _____

(Village Manager)

ATTACH A COPY OF THIS FORM WITH YOUR TRAVEL EXPENSE REIMBURSEMENT FORM

(b) The Travel Authorization Form shall at a minimum contain the following information:

- (a) an estimate of the cost of travel, meals, or lodging;
- (b) the name of the individual who is requesting the travel, meal, or lodging expense;
- (c) the job title or office of the individual who is requesting the travel, meal, or lodging expense; and
- (d) the date or dates and nature of the official business in which the travel, meal, or lodging expense will be expended.

2.98.090 Travel Expense Reimbursement Form

(a) Village officers and employees shall use the following Travel Expense Reimbursement Form to request approval for reimbursement of travel, meal or lodging expenses:

Travel Expense Reimbursement Form

The following is a true and correct statement of travel expenses while on official business for the Village of Westchester.

Traveler's Name _____

Department/Job Title _____

Destination _____

(City)

(State)

Purpose _____

Period of Absence: Depart Date _____ Return Date _____

Other Individuals Traveling with Traveler

Village VISA Card	Reimburse	Total
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REGISTRATION FEES (Attach copy of receipt)

\$ _____ \$ _____ \$ _____

TRANSPORTATION METHOD (Attach paid receipts when applicable)

Airline: _____

\$ _____ \$ _____ \$ _____

Ground: _____ Village Vehicle (Fuel Reimbursement Only)

\$ _____ \$ _____ \$ _____

_____ Personal Vehicle _____ miles @ IRS Rate (attach map printout)

\$ _____ \$ _____ \$ _____

_____ Other – Describe _____

\$ _____ \$ _____ \$ _____

LODGING (Do not include if prepaid)

Hotel _____

Single Room Rate \$ _____ x # of nights _____ \$ _____ \$ _____ \$ _____

MEALS (Travelers will be reimbursed for actual costs not to exceed:)

_____ Breakfast(s) ≤ GSA Rate \$ _____ \$ _____ \$ _____

_____ Lunch(es) ≤ GSA Rate \$ _____ \$ _____ \$ _____

_____ Dinner(s) ≤ GSA Rate \$ _____ \$ _____ \$ _____

OTHER EXPENSES (Travelers will be reimbursed for actual costs of attached receipts)

Fares (Taxi, Ferry, etc.) \$ _____ \$ _____ \$ _____

Tolls \$ _____ \$ _____ \$ _____

Parking \$ _____ \$ _____ \$ _____

Other \$ _____ \$ _____ \$ _____

TOTAL COSTS: \$ _____ \$ _____ \$ _____

Certified Correct

I hereby certify that the expenses for which I seek reimbursement, as set forth above, were actually incurred by me and that no other person or agency has reimbursed me for said expenses.

Employee Name (Print) _____

Signature _____

Department _____ Charge

To: _____

Check Payable

To: _____

Approved: _____ Date

(Department Head)

Approved: _____ Date

(Finance Director)

ATTACH A COPY OF YOUR TRAVEL AUTHORIZATION FORM TO THIS FORM

(b) The Travel Expense Reimbursement Form shall at a minimum contain the following information:

- (a) a receipt of the cost of travel, meals, or lodging;
- (b) the name of the individual who incurred the travel, meal, or lodging expense;
- (c) the job title or office of the individual who incurred the travel, meal, or lodging expense; and
- (d) the date or dates and nature of the official business in which the travel, meal, or lodging expense was expended.

(c) Copies (or originals, if available) of receipts must be submitted as documentation in order for expenses to be reimbursable. In all cases, the detailed lodging bill and actual transportation ticket are required. Cash tips are to be included on the specific

reimbursement line on the Travel Expense Report and must be in compliance this Chapter.

(d) All receipts must show method of payment and that the services were paid for in full. For non-cash payments, receipt must show the name of the payee.

2.98.100 Disclosure under the Freedom of Information Act

All documents and information submitted under this Chapter are public records, subject to disclosure under the Freedom of Information Act.

2.98.110 Violations

Any Village officer or employee who violates a provision of this Chapter, or who fails to comply with any of the requirements thereof or who submits a false Travel Authorization Form, Travel Expense Reimbursement Form or any other false or altered document in support of a Travel Authorization Form or a Travel Expense Reimbursement Form shall be subject to one or more of the following:

- A. denial of reimbursement for the expense incurred;
- B. disciplinary action, up to and including termination of employment, if a Village employee; and/or
- C. a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750) for each offense.

2.98.120 Supersedes Prior Policies

This Travel, Meal and Lodging Expense Reimbursement Policy of the Village supersedes any prior policy or past practice of the Village with respect to reimbursement of travel expenses.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed, insofar as a conflict may exist.

Section 5. This Ordinance shall take effect on January 1, 2017, following its passage, approval and publication in pamphlet form.

ADOPTED this ____ day of December, 2016, pursuant to a roll call vote as follows:

Angelo A. Calcagno _____
Carl Celestino _____
Frank Perry _____

Celestine Reda _____
Nick Steker _____
Tom Yurkovich _____

President Pulia _____

APPROVED this ____ day of December, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

DRAFT

TO: Village President Pulia and Board of Trustees
FROM: Jessica Spencer, Assistant to the Village Manager and Deputy Clerk
SUBJECT: Review of Executive Session Minutes
DATE: November 22, 2016

Village President Pulia and Board of Trustees:

Section 2.06 (d) of the Open Meetings Act (5 ILCS 120/1 *et seq*) provides that each public body shall that each public body shall periodically meet to review minutes of all closed meetings and report in open session its determination that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. This discussion last took place on June 14, 2016 and must be addressed by you once again. In addition to those provided in June, below is a list of the Executive Session minutes to be reviewed at this time:

June 14, 2016

June 28, 2016

July 12, 2016

July 26, 2016

August 24, 2016

September 13, 2016

September 27, 2016

October 11, 2016

October 25, 2016

November 8, 2016

Please contact me to set up an appointment to view these and any other minutes you wish to review. With your approval, an ordinance will be prepared for the December 20, 2016 Board meeting to determine the confidential treatment of these documents.



Village of Westchester

10300 ROOSEVELT ROAD, WESTCHESTER, IL 60154
(708)345-0020 FAX (708)345-2873
WWW.WESTCHESTER-IL.ORG

Village President
SAM D. PULIA

Village Clerk
SHERBY J. MILLER

Trustees
ANGELO A. CALCAGNO
CARL C. CELESTINO
FRANK PERRY
CELESTINE REDA
NICK STEKER
TOM YURKOVICH

Village Manager
JANET M. MATTHYS

Village Attorney
MICHAEL K. DURKIN

Westchester Village Board of Trustees Meeting Schedule for 2017

Village Board meetings will be held in the Board Room of Village Hall at 7:00 pm, the second and fourth Tuesday of every month unless posted otherwise. Village Committee of the Whole Meetings shall be held immediately after the conclusion of the regular meetings of the Village President and Board of Trustees. Please see the meetings dates below:

Tuesday, January 10, 2017

Tuesday, January 24, 2017

Tuesday, February 14, 2017

Tuesday, February 28, 2017

Tuesday, March 14, 2017

Tuesday, March 28, 2017

Tuesday, April 11, 2017

Tuesday, April 25, 2017

Tuesday, May 9, 2017

Tuesday, May 23, 2017

Tuesday, June 13, 2017

Tuesday, June 27, 2017

Tuesday, July 11, 2017

Tuesday, July 25, 2017

Tuesday, August 8, 2017

Tuesday, August 22, 2017

Tuesday, September 12, 2017

Tuesday, September 26, 2017

Tuesday, October 10, 2017

Tuesday, October 24, 2017

Tuesday, November 14, 2017

Tuesday, November 28, 2017

Tuesday, December 19, 2017*

*denotes meeting on the 3rd Tuesday due to the holidays

**VILLAGE OF WESTCHESTER
REPORT FOR THE COMMITTEE OF THE WHOLE MEETING
NOVEMBER 22, 2016 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Complaint - First Floor Brick Rule	Resolution Ordinance Motion X Discussion Only	Melissa Headley Director of Community Development

BACKGROUND

The Village’s Building Code has a requirement that the first floor of single family and two-family residences must be brick. The code section is below for reference.

14.03.020 - Modifications—Insertions, additions, deletions and modifications.

R324 Add the following section: Exterior masonry walls above grade:

- (a) General:
 - (1) The exterior walls of all one and two-family residences shall have facing brick exterior to the extent indicated:
 - (A) Single-story residence: face brick to eave or attic floor level.
 - (B) Two-story single-family residence: face brick to the second story floor level.
 - (C) Two-story, two apartments: face brick for the full height of building.
 - (D) One-story single-family residential additions: face brick to bottom of the windows, minimum of three feet.
 - (E) Two-story single-family additions: face brick to the second floor level.
 - (2) All masonry material shall comply with the applicable sections of Article V of this chapter.

An anonymous complaint was mailed to President Pulia with a cc to me and two trustees. The complaint is that staff is not consistently enforcing the first floor brick rule. There is a reference to there being multiple houses that do not conform, the specific example given was a home across the street from the Westchester Primary School on Downing/Essex. There was a permit issued in March 2014 for a second story addition. The approved set of drawings show brick on the first floor and stucco on the second floor. There were multiple inspections completed by our previous building inspector (prepours, footings, rough framing, rough electrical, and rough hvac, insulation, drywall) and the stucco over the first floor was not noted. There are no notes or revised drawings indicating that the homeowner was given permission to stucco over the existing brick on the first floor.

You may recall, recently we had a bond claim against Hardman General Contractors and the bond company had to pay \$25,000 to a property owner in town. Hardman General Contractors was the general contractor on this job as well. I spoke to the homeowner and he stated that when

Hardman put on the second floor addition they made a mistake and couldn't get the first floor and second floor to match. He said that they either had to remove the second story stucco and redo it or stucco over the existing brick on the first floor to match the second floor. They said that since that was the cheaper, easier option, they stucco'd the first floor. The homeowner thought that their contractor took care of any approvals that changing the stucco would require.

RECOMMENDATION

If the Village makes them remove the stucco on the first floor it may force the homeowner to redo the stucco on the second floor. Since this complaint was forwarded to the Village President and certain members of the Board of Trustees, staff is requesting guidance before we start enforcement process. There are two options, we could either require the homeowner to remove the stucco on the first floor or we could not take any action on the matter.

Attachments:

1. Anonymous Complaint
2. Photo of home
3. Approved Drawings from Addition

November 8th, 2016

Sam Pulia
Village President

Why are some houses allowed to be extensively remodeled, inspected and approved without conforming to the brick requirement of this town? This house is located on Essex across from the primary school. There are others. Just drive around. Do you just pick and choose the ones that must conform to the code?

A concerned citizen.

CC: Melissa Headley
Thomas Yurkovich
Frank Perry

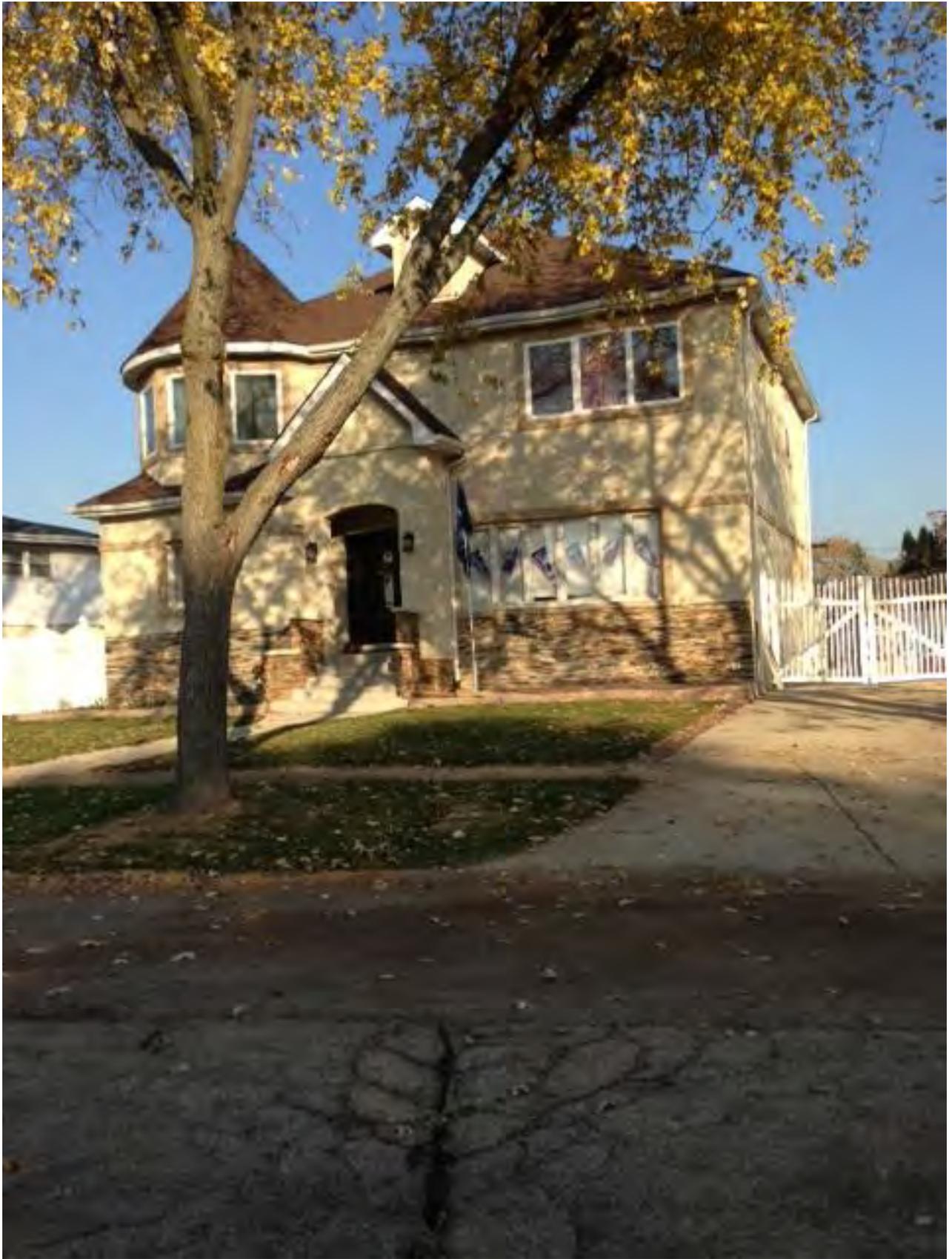


Title 14 - BUILDINGS AND CONSTRUCTION

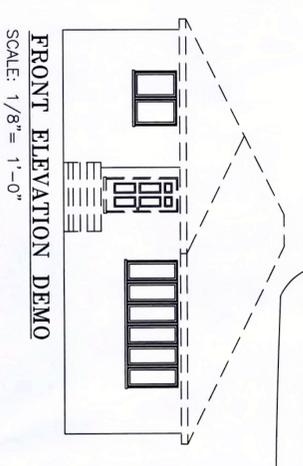
Chapter 14.03 INTERNATIONAL RESIDENTIAL CODE 2012

- (1) The exterior walls of all one and two-family residences shall have facing brick exterior to the extent indicated:
 - (A) Single-story residence: face brick to eave or attic floor level.
 - (B) Two-story single-family residence: face brick to the second story floor level.
 - (C) Two-story, two apartments: face brick for the full height of building.
 - (D) One-story single-family residential additions: face brick to bottom of the windows, minimum of three feet.
 - (E) Two-story single-family additions: face brick to the second floor level.
 - (2) All masonry material shall comply with the applicable sections of Article V of this chapter.
- (b) Allowable Height and Thickness.
- (1) Single-family residences not more than two-story in height, masonry walls (other than coursed or rough and random stone walls) shall be eight inches thick, when not over thirty feet in height, measured from grade to ridge of gable ends. In which case, roof must be designed to impart no lateral or horizontal thrust. When the roof imparts a lateral or horizontal thrust on walls, the minimum thickness shall be twelve inches.
 - (2) Rough or random or coursed rubble stone walls shall be not less than sixteen inches in thickness.
 - (3) Story-story family-family residences: masonry walls to the second floor joists shall be not less than twelve inches thick. Walls from the second floor joists, where the span is not greater than twenty-five feet from outside wall to outside walls, shall be no less than eight inches thick.
- (c) Backing shall be solid or hallow masonry units with minimum thickness:
- (1) Bonded to face four inches thick. (See Section 14.03.270(d).)
 - (2) Tied to facing with sheet metal ties, eight inches thick.

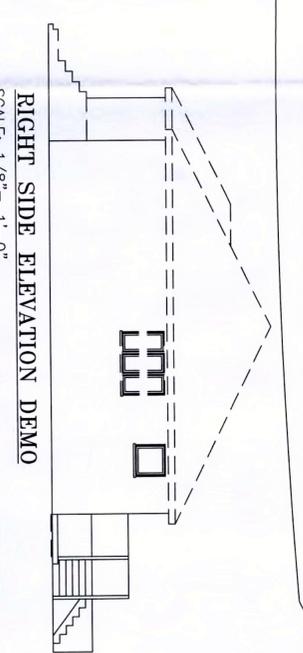




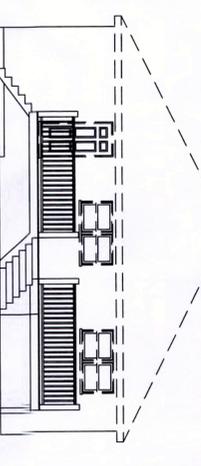
APPROVED PLANS SHALL BE ON SITE AT ALL TIMES



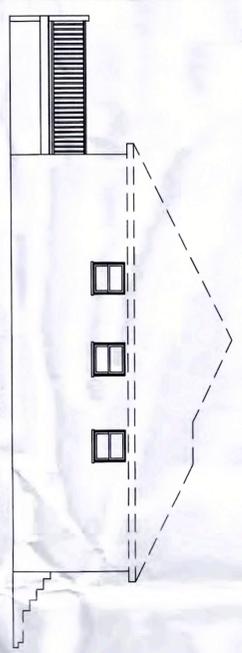
FRONT ELEVATION DEMO
SCALE: 1/8" = 1'-0"



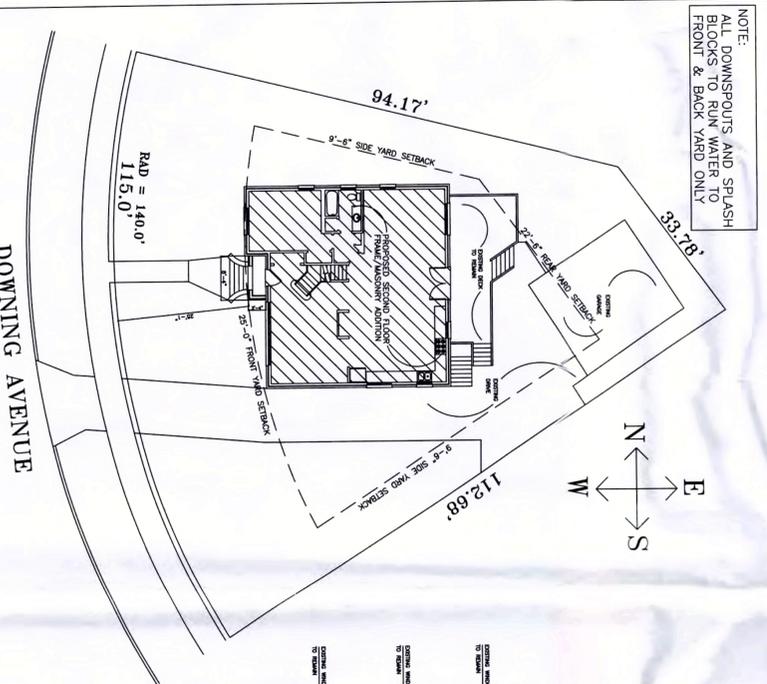
RIGHT SIDE ELEVATION DEMO
SCALE: 1/8" = 1'-0"



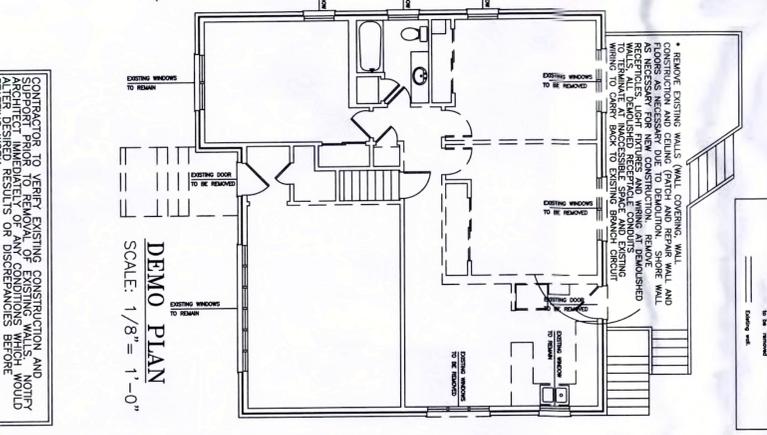
REAR ELEVATION DEMO
SCALE: 1/8" = 1'-0"



REAR SIDE ELEVATION DEMO
SCALE: 1/8" = 1'-0"



PROPOSED SITE PLAN
SCALE: 1/8" = 1'-0"



DEMO PLAN
SCALE: 1/8" = 1'-0"

- VILLAGE CODES:**
- VILLAGE MUNICIPAL CODE TITLE 14 BUILDINGS AND CONSTRUCTION
 - 2000 INTERNATIONAL RESIDENTIAL CODE (IRC)
 - 2005 CHICAGO ELECTRICAL CODE (CEC)
 - 2004 ILLINOIS PLUMBING CODE
 - 2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)

- Contractor Notes:**
1. Verify all dimensions and conditions on site before starting work.
 2. All work shall be in accordance with the applicable codes and standards.
 3. The contractor shall be responsible for obtaining all necessary permits.
 4. All materials used shall be of the highest quality and meet the requirements of the applicable codes.
 5. All work shall be completed within the specified time frame.
 6. The contractor shall maintain a clean and safe work site at all times.
 7. All work shall be inspected and approved by the appropriate authorities.
 8. The contractor shall be responsible for the removal of all debris and waste.
 9. All work shall be completed in accordance with the applicable codes and standards.
 10. The contractor shall be responsible for the protection of all existing structures and utilities.
 11. All work shall be completed in accordance with the applicable codes and standards.

NOTE: ALL EQUIPMENT AND APPLIANCES, INCLUDING THE AIR CONDITIONER, WATER HEATER AND FURNACE, SHALL BE INSTALLED IN ACCORDANCE WITH THEIR LISTINGS AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS MUST BE PROVIDED ON SITE FOR EACH INSPECTION. (SECTION R106.1.2).

GENERAL PLUMBING NOTES

PROTECT THE FOLLOWING UNLESS OTHERWISE NOTED:

- ALL EXISTING PLUMBING, ELECTRICAL, AND MECHANICAL SYSTEMS.
- ALL EXISTING WALLS, FLOORS, AND CEILING.
- ALL EXISTING UTILITIES.
- ALL EXISTING STRUCTURAL MEMBERS.
- ALL EXISTING FINISHES.
- ALL EXISTING LANDSCAPE AND SITEWORK.
- ALL EXISTING ADJACENT PROPERTIES.

FRAMING NOTES:

ALL RAFTERS AND CEILING JOISTS SHALL BE SECURED TO THE TOP PLATES WITH THROUGH CARPS OR THROUGH BOLTS WITH SHOCK BOLTS. ALL JOISTS SHALL BE SPACED AT 16" ON CENTER.

PROVIDE SOLID BLOCKING UNDER ALL PARTITIONS PERPENDICULAR TO THE JOIST SPAN.

PROVIDE JOISTS ON EACH SIDE OF PARTITIONS PARALLEL TO THE JOIST SPAN.

ALL DIMENSIONAL LUMBER SHALL BE SPECIES-FINE-FIN, GRADE NO.1/NOC2 OR BETTER. FINISH-80 PSI, F-200 PSI MIN, E-1-20000 PSI OR BETTER.

PROVIDE 2"x4" OPERALS (MIN) AT THE END OF ALL HEADERS TYPICAL UNLESS NOTED OTHERWISE.

ALL HEADERS SHALL BE 2"x12" UNLESS NOTED OTHERWISE.

GENERAL STRUCTURAL NOTES:

ALL STRUCTURAL STEEL SHALL BE A-36 (Fy = 36 KSI)

ALL CONCRETE FOR FOUNDATION AND RETENTION WALLS SHALL BE 3000 PSI AT 28 DAYS. 5% AIR CONTENT FOR FLOOR SLABS AND CONCRETE PILES SHALL BE 4000 PSI WITH 6% AIR ENTRAINMENT.

ALL CONCRETE SHALL BE 28-DAY CURED UNLESS NOTED OTHERWISE.

HVAC NOTES:

PROTECT ALL MECHANICAL AND PLUMBING PENETRATIONS IN STUDS, JOISTS, AND PARTIES TO MEET ALL CODE REQUIREMENTS.

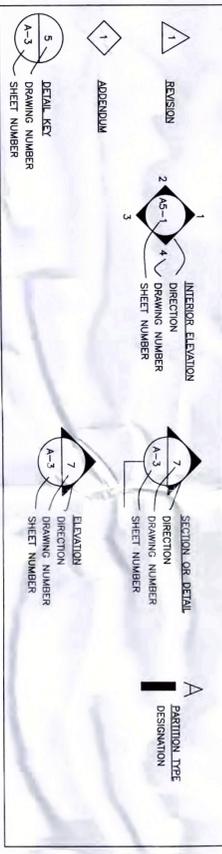
HEAT SUPPLY DUCTS ARE NOT PERMITTED IN EXTERIOR WALLS OR HOUSE-TO-GARAGE COMMON WALLS.

FRIGIBLE DUCTS SHALL BE A MINIMUM OF 6" EXTERIOR, LISTING RATED, STAINLESS 304 AND 308 AND BE UL LISTED 181-CLASS 1, WITH A MINIMUM POSITIVE PRESSURE RATING OF 8" WATER GUAGE.

GENERAL ELECTRICAL NOTES

1. IF THE INTENT OF THESE DRAWINGS IS THAT THE ELECTRICAL CONTRACTOR SHALL PROVIDE, DELIVER AND INSTALL ALL NEW ELECTRICAL SYSTEMS, MATERIALS, POWER WIRING TO ALL EQUIPMENT SUPPLIED BY OTHERS, ALL TOOLS AND EQUIPMENT NECESSARY FOR COMPLETE INSTALLATION OF ALL ELECTRICAL SYSTEMS, GUARANTEE AND SERVICE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION METHODS THAT WILL PROTECT PROPERTY AT ALL TIMES AND PREVENT BODILY INJURY AND/OR DEATH, SPECIAL ATTENTION AND PRE-CAUTION SHALL BE PAID BY THE CONTRACTOR IN SELECTING THE SKEWST METHOD OR MEANS FOR THE INSTALLATION.
2. MEANS FOR THE INSTALLATION NO CONTRACTOR DUTY TO CONTROL THE SKEWST OR METHODS OR MEANS OF THE WORK, JOB SITE RESPONSIBILITIES, SUPERVISION OR TO SUPERVISE SAFETY AND DOES NOT VOLUNTARILY ASSUME ANY SUCH DUTY OR RESPONSIBILITY.
3. OMISSIONS FROM THE ARCHITECT'S DRAWINGS OR SPECIFICATIONS OF ANY ITEM NECESSARY FOR THE PROPER COMPLETION OR OPERATION OF THE ELECTRICAL SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PROVIDE TWO DIFFERENT WIRE OR EQUIPMENT SIZES ARE SPECIFIED ON DRAWINGS THE LARGER SIZE SHALL BE USED. EXCEPT ALL WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH FEDERAL, STATE, LOCAL AND N.E.C. CODES, AS REQUIRED BY THE ARCHITECT AND LEFT IN PERFECT OPERATING CONDITION.
4. ALL WIRING FOR HIGH AND LOW VOLTAGES SHALL BE INSTALLED IN CONDUIT AS REQUIRED BY THE CODES. FOR EACH SITUATION OF EACH THERMOSTAT, PROVIDE 120V POWER FOR TEMPERATURE CONTROL AND TELEPHONE SYSTEMS.
5. ALL WIRING, BUS BARS, PLATES, CABLES AND CONDUCTORS IN GENERAL SHALL BE COPPER. ALUMINUM CONDUCTORS, NON-METALLIC, ELECTRICAL NON-METALLIC TUBING, BX & TYPE-UF AND ALL INSIDE WIRING TO BE IN EXPT. ALL WIRING OVER 90 VOLTS SHALL BE INSTALLED IN HEAVY WALL CONDUIT, EMT OR SURFACE METAL RACKWAYS. FLEXIBLE METAL CONDUIT, NOT MORE THAN 6 FEET, CAN BE USED FOR AN EXTENSION.
6. ALL CONDUITS SHALL BE CONCEALED IN WALLS OR CEILING IN ALL AREAS EXCLUDING MECHANICAL, ELECTRICAL ROOMS AND CONNECTION TO MOTORS OR EQUIPMENT.
7. LIGHTING FIXTURES, MATERIALS, INSTALLATION AND EQUIPMENT SHALL COMPLY WITH FEDERAL, STATE AND LOCAL CODES AND BEAR THE "UL" LABELS. ALSO TO SATISFY RETURN AIR FLENUM REQUIREMENTS WHERE SUCH INSTALLATION IS APPLIED.
8. LIGHTING AND RECEPTACLES SHALL BE INSTALLED AND WIRES AS PER LOCAL, N.E.C. CODES AND OSHA REQUIREMENTS. PROVIDE GROUND FAULT INTERRUPTER (GFI) REQUIRED ON ALL RECEPTACLES AND EQUIPMENT REQUIRED BY CODE. ALL GFI'S AND OTHER ACCESSORIES FOR ALL FIXTURES AND EQUIPMENT SHALL BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR, INCLUDING FIXTURES AND EQUIPMENT AS REQUIRED BY CODE.
9. OPERATION SHALL BE PERFORMED BY QUALIFIED COMMISSIONED PERSONNEL ONLY.
10. MINIMUM #12 WIRE @ 20A CIRCUIT BREAKER FOR LIGHTING & RECEPTACLE. ALL 20A HOOKUPS OVER 75'-0" FROM PANELS SHALL NOT BE LESS THAN #10 CU THIN WIRE AND 3/4" CONDUIT, UNLESS OTHERWISE NOTED.
11. ALL UNDERGROUND PVC CONDUIT SHALL BE RIGID METAL ELBOWS WHERE THEY TURN UP ABOVE GRADE.

GRAPHIC SYMBOLS



GENERAL NOTES

1. ALL DOCUMENT AD1 CONDITIONS OF THE CONTRACT SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
4. ALL DIMENSIONS ARE REQUIRED TO BE EXACT UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. ALL MATERIALS AND METHODS OF INSTALLATION SHALL BE IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
8. ALL DIMENSIONS ARE REQUIRED TO BE EXACT UNLESS OTHERWISE NOTED.
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SHEET INDEX

NO.	DESCRIPTION	DATE
1	TITLE SHEET, SITE PLAN, DEMO PLANS, & NOTES	08.10.2014
2	BUILDING SECTION, & NOTES	08.10.2014
3	PARTIAL SECTION	08.10.2014
4	FOUNDATION PLAN, & FIRST FLOOR PLAN	08.10.2014
5	SECOND FLOOR, & ROOF PLAN	08.10.2014
6	FRONT & RIGHT SIDE ELEVATIONS	08.10.2014
7	REAR & LEFT SIDE ELEVATIONS	08.10.2014

STATEMENT OF COMPLIANCE

I, the undersigned, being a duly licensed Professional Engineer in the State of Illinois, do hereby certify that the above described work complies with the applicable codes and standards.

Office Copy

ORTIZ RESIDENCE
2415 DOWNING
WESTCHESTER IL.

BID SET

TITLE SHEET

Contract No. _____
Project No. _____
Sheet No. _____

Contract No. _____
Project No. _____
Sheet No. _____

FIREBLOCKING & DRAFTSTOPPING

FIREBLOCKING AND DRAFTSTOPPING PER SECTION R502.13 AND R602.8 WILL BE PROVIDED AT THE FOLLOWING LOCATIONS:

- CONCEALED SPACES OF STUDS, WALL AND PARTITIONS, INCLUDING FIRED SPACES, AT THE CEILING AND FLOOR LEVEL.
- SPECIFIC CONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES, SUCH AS BOSSINS AT SOFFITS, DROP CEILING, CODE CEILING, ETC.
- CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN; AND
- SPACES AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND REFRIGERATES AT CEILING AND FLOOR LEVEL WITHOUT NONCOMBUSTIBLE MATERIALS.

250# ASPHALT ARCHITECTURAL SHINGLES
30# FELT PAPER
5/8" PLYWOOD SHEATHING
2X12 ROOF RAFTERS

INSULATION CURB
ALUMINUM GUTTERS AND DOWNSPOUT ON 1X8 FASCIA
2X6 SUB FASCIA

METAL SOFT VENTS-(8) EAC 16"x4" SOFT VENTS BLOCKING AS REQ.
PROVIDE FABRICATED METAL WALL TIES WHERE CEILING JOISTS DO NOT SERVE AS TIE TO WALL/PLATE LINE.

PROVIDE WEATHER-RESISTANT SHEATHING PAPER(TYVEK) TYPAR OR ANOTHER TYPE OF ASPHALT-SATURATED FELT/OVER ALL EXTERIOR WALLS.(SECTION:R703.2)

STUCCO FINISH TYVEK PAPER ON 1/2" PLYWOOD 2X6 STUDS AT 16" O.C.

PROVIDE A 2X6 PLATE ON OUTSIDE EDGE OF EXISTING 2X6 CEILING JOISTS
EXISTING BRICK TO REMAIN

2X4 COLLAR TIES AT 4'-0" O.C.
RAFTER TIES/WALL TIES SHALL BE SPACED NO MORE THAN 4 FEET (4') ON CENTER. (SECTION: R602.3.1)

PROVIDE 3/4" PLYWOOD DECK
R-38 INSULATION
SECTION: R605.4.2

NOTE: PINK WALL FOR WALLS AND CEILING SHALL BE A MINIMUM 5/8" THICK TYPE X DRYWALL WITH A MINIMUM 1/2" GYPSUM VESTIGES OVER GYPSUM MUNICIPAL CODE SECTION:14.03.800

PROVIDE 3-2X4 PLATES ON EXISTING CEILING JOISTS AT EXTERIOR WALLS AND INTERIOR BEARING WALLS

3/4" T. & G. SUBFLOOR
NEW 2X10 FLOOR JOISTS AT 16" O.C.

R-30 INSULATION AT FLOOR LOCATION DOUBLE JOISTS UNDER PARALLEL PARTITIONS & TUBS. EXISTING 2X8 CEILING JOISTS AT 16" O.C.

EXISTING 2X4 WALLS TO REMAIN
EXISTING 2X10 FLOOR JOISTS AT 16" O.C. TO REMAIN

EXISTING CONCRETE WALL & FOOTING TO REMAIN
EXISTING BASEMENT SLAB TO REMAIN

HIP AND VALLEY RAFTERS SHALL BE SUPPORTED AT THE RIDGE BY A BRACE TO A BEARING PARTITION WHERE NOT DESIGNATED LUMBER AND DISTRIBUTE DESIGN LOAD AT THAT POINT. (SECTION:R602.3)

RIDGE BOARDS, HIP AND VALLEY RAFTERS SHALL BE CUT WITH 45 DEGREE CUT END OF THE RAFTER BEING SERVED. (SECTION: R602.3)

NOTE: EXTERIOR OR LOAD BEARING WALLS WITH PLATES CUT DRILLED OR NOTCHED MORE THAN 25% OF THE GIRTH AND 1" STUDS (1 1/2") WIDE FASTENED TO EACH PLATE. (SECTION: R602.6.1)

NOTE: NOTCHES AND HOLES BORED IN TRUSSES, LAMINATED VENER LUMBER, GLUE-LAMINATED MEMBERS OR I-JOISTS ARE NOT PERMITTED UNLESS THE EFFECTS OF SUCH ARE SPECIFICALLY ADDRESSED BY A REGISTERED DESIGN PROFESSIONAL. (SECTION: R602.8.2)

NOTE: PROVIDE VAPOR BARRIERS BETWEEN COLD AND WARM AREAS AT CEILINGS, WALLS, CRAWL, AND SIMILAR SPACES.

NOTE: COMPLY WITH THE REQUIREMENTS OF THE VILLAGE ENGINEER.

PLUMBING ROOF VENTS TO HAVE LEAD FLASHING

NOTE: PROVIDE ICE AND WATER SHIELD UP 6'-0" AT VALLEY'S RYFLIGHTS, SADDLES AND GUTTERS.

ALL WINDOW LINTLS AND HEADERS, UNLESS OTHERWISE SPECIFIED, SHALL BE 2" X 12" ON EDGE.	ALLOWABLE SPANS FOR LINTLS SUPPORTING MASSWORN VENER
3 1/2 X 3 1/2 X 8/16	4'-0" OR LESS
3 X 3 1/2 X 8/16	6'-0" OR LESS
3 X 3 1/2 X 3/8	10'-0" OR LESS
3 X 3 1/2 X 3/8	10'-0" OR LESS

(UNLESS OTHERWISE SPECIFIED)

WINDOW LINTLS

2ND STORY ON B-LEVEL WHERE HEADER CHANGES ONE FLOOR AND ROOF LOADS ASSUMING 1200 P AND DOUBLE 10" PLATE

ALL LUMBER BEARING COMPONENTS SHALL CONFORM TO WESTERN LUMBER SPAN TABLES.

FOR SPRUCE/PINE/FIR F.L. INCREASE LUMBER SIZE X 2" IN HEIGHT.

NOTE: THE EXISTING 10" CONCRETE FOUNDATION IS STRUCTURALLY SOUND TO CARRY ANY ADDITIONAL LOAD.

FRAME WALL SECTION 1
SCALE: 1/2"=1'-0"
A-2

ORTIZ RESIDENCE 2415 DOWNING WESTCHESTER IL.

BID SET

BUILDING SECTION

Drawn By: _____ Reviewed By: _____
Date: 10.10.2013 Sheet Number: _____
Project Number: _____ A-2
2013.1.17

1.	WALLS CONNECTIONS	FIG. 01.0114
2.	_____	_____

THIS DOCUMENT AND ALL THE ACCOMPANYING DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

General Information:

- Contractor shall verify contractor's liability property for the work. All Federal, State and local laws shall be followed. The contractor shall be responsible for the safety of the work and shall be liable for any accidents or injuries that may occur. The contractor shall be responsible for the safety of the work and shall be liable for any accidents or injuries that may occur.
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SHOWER WALL/BASE & FLOOR TILE REQUIREMENTS

SHOWER BASE:
 INSTALL GYPER RUBBER SHOWER PAN LINER OVER PLYWOOD DECK USING BONDING AGENT. RUBBER SHOWER PAN LINER TO CONTINUE UP SHOWER WALLS AT LEAST 8" ABOVE FINISH FLOOR. SET NEW CERAMIC TILE ON CONCRETE BASE TOWARD DRAIN. PROVIDE FLEXIBLE BROU IN ALL BATHROOM TILES.

SHOWER WALLS:
 INSTALL 1/2" DURABROCK ONTO 2X6 STUD WALLS. STAGGER JOINTS ON ALL BATHROOM WALLS, AND USE INSTALLED TRIGARD SHOWER WATERPROOF MEMBRANE OVER RUBBER MEMBRANE FOR COMPLETE SEAL. INSTALL NEW CERAMIC TILE ON WALLS WITH 3/8" MORTAR BED.

BATHROOM FLOOR: INSTALL 1/2" DURABROCK ON FLOOR W/MORTAR BED, SCREW DURABROCK TO SUBFLOOR, AND STAGGER JOINTS. MAKE ALL SEAMS W/MESH TAPE AND FILL WITH MORTAR BED. INSTALL NEW CERAMIC TILE ON FLOOR WITH 3/8" MORTAR BED.

STRUCTURAL BEAM INFO

BEAM #1: KITCHEN BEAM (18'-6")
 *POINT LOAD $S_{max}=175.4 \text{ IN}^3$
 *TOTAL LOAD $S_{max}=319 \text{ IN}^3$

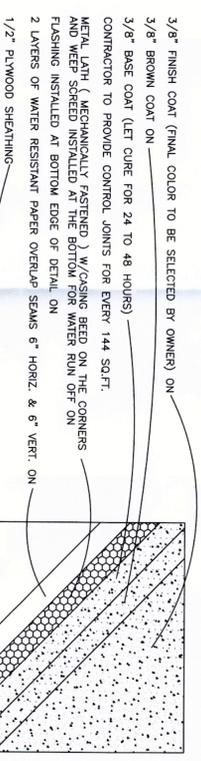
MEMBER USED: 7"x18" PARALLAM BEAM $W_{S_{max}}=378 \text{ IN}^3$

BEAM #2: FAMILY ROOM BEAM (15'-6")
 *POINT LOAD $S_{max}=112.2 \text{ IN}^3$
 *TOTAL LOAD $S_{max}=75.32 \text{ IN}^3$

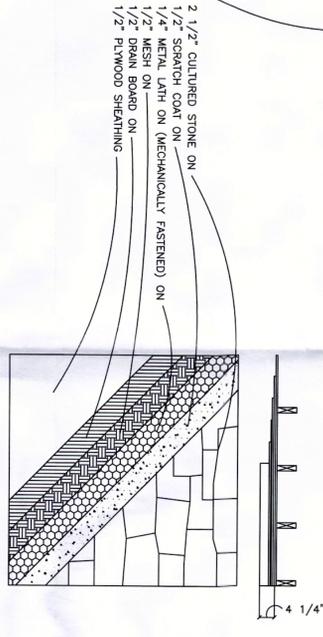
MEMBER USED: 5 1/4"x14" PARALLAM BEAM $W_{S_{max}}=171.5 \text{ IN}^3$

BEAM #3: HIP RAFTER BEAM (26'-0")
 *TOTAL CONTINUOUS LOAD $S_{max}=61.5 \text{ IN}^3$
 *MEMBER USED: 1 3/4"x16" MICRO LAM HIP BEAM $W_{S_{max}}=74.7 \text{ IN}^3$

STUCCO DETAIL

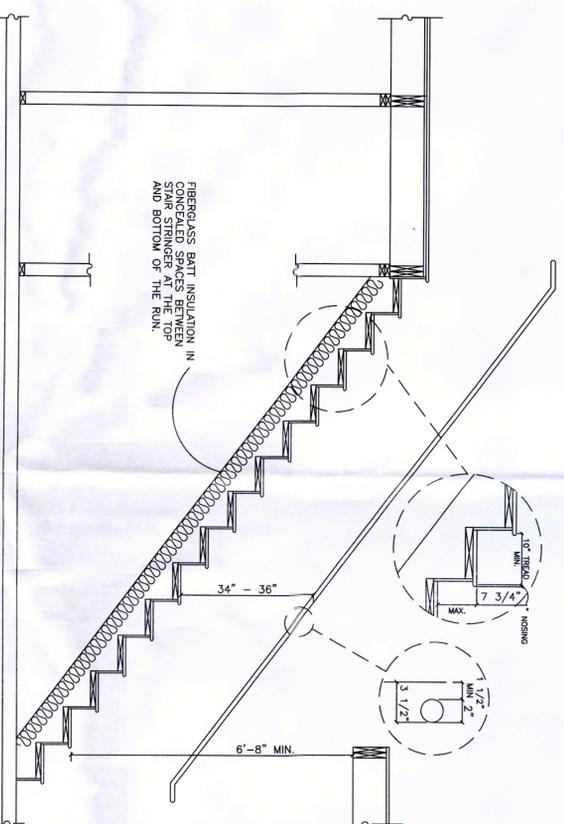


CULTURED STONE DETAIL



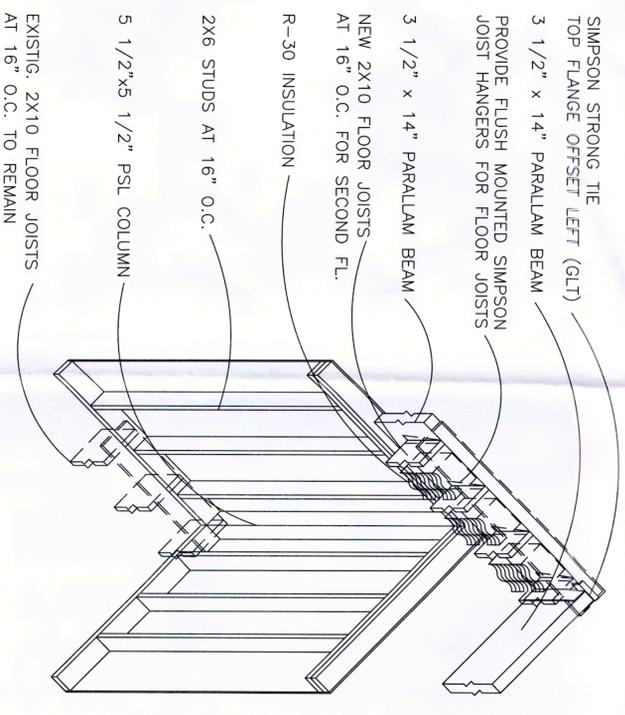
GAURDRAIL REQUIREMENTS

- * REQUIRED AT OPEN-SIDED WALKING SURFACES, INCLUDING STAIRS, PORCHES, BALCONIES OR LANDINGS. SHALL BE NOT LESS THAN 36 INCHES HIGH MEASURED VERTICALLY ABOVE THE ADJACENT WALKING SURFACE. ADJACENT FIXED SEATING OR THE LINE CONNECTING THE LEADING EDGE OF THE TREADS.
- * REQUIRED GUARDS SHALL NOT HAVE OPENINGS FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT WHICH ALLOW PASSAGE OF A SPHERE 4 INCHES IN DIAMETER.
- * GUARD BALUSTERS AND PANEL FILERS SHALL BE DESIGNED TO WITHSTAND A HORIZONTALLY APPLIED NORMAL LOAD OF 50 POUNDS ON AN AREA EQUAL TO 1 SQUARE FOOT. THIS LOAD NEED NOT BE ASSUMED TO ACT CONCURRENTLY WITH ANY OTHER LIVE LOAD REQUIREMENT.



TYPICAL STAIR SECTION

SCALE: N.T.S.



ORTIZ RESIDENCE

2415 DOWNING WESTCHESTER IL.

General Information:

- Contractor shall carry contractor's liability, property damage, and workers compensation insurance. All Federal, State and local taxes shall be the contractor's responsibility. All Federal, State and local taxes shall be the contractor's responsibility. All Federal, State and local taxes shall be the contractor's responsibility.
- Contractor shall provide all necessary protection and safety equipment for the site. All work shall be completed in strict accordance with the contract documents and shall be maintained by the contractor.
- Any additional specifications and requirements shall be provided by the contractor.
- Contractor shall be responsible for obtaining all necessary permits and licenses for the project. All work shall be completed in strict accordance with the contract documents and shall be maintained by the contractor.
- Contractor shall be responsible for obtaining all necessary permits and licenses for the project. All work shall be completed in strict accordance with the contract documents and shall be maintained by the contractor.

NO.	VALUE	DESCRIPTION	REQ. BY
1.		WALK CONNECTIONS	FEB. 03. 2014
2.			
3.			

SECTIONS & DETAILS	
NO.	DESCRIPTION
1	CANTILEVER SECTION
2	COLUMN/BEAM/CLG. DETAIL
3	CANTILEVER CORNER DETAIL

CANTILEVER SECTION 1 A-3
 SCALE: 1/2"=1'-0"

COLUMN/BEAM/CLG. DETAIL 2 A-3
 SCALE: 1/2"=1'-0"

CANTILEVER CORNER DETAIL 3 A-3
 SCALE: 1/2"=1'-0"

ELECTRICAL SYMBOLS LIST

1	120V S.D. WIRED
2	110V S.D. WIRED
3	110V S.D. WIRED
4	110V S.D. WIRED
5	110V S.D. WIRED
6	110V S.D. WIRED
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47	110V S.D. WIRED
48	110V S.D. WIRED
49	110V S.D. WIRED
50	110V S.D. WIRED

SMOKE & CARBON MONOXIDE DET. NOTE
SMOKE DETECTORS MUST BE INSTALLED INSIDE AND IMMEDIATELY OUTSIDE OF ALL SLEEPING ROOMS. CARBON MONOXIDE DETECTORS MUST BE LOCATED WITHIN 15 FEET OF ALL SLEEPING ROOMS.

CLOSET LIGHT FIXTURE REQUIREMENTS
CLOSED LIGHTS SHALL BE OF A TYPE WITH NO EXPOSED LAMPS (TYPICAL).

BEDROOM OUTLET REQUIREMENTS
ALL BEDROOMS SHALL BE PROVIDED WITH TWO (2) OUTLETS TO AN ABC-FAULT PROTECTED CIRCUIT.

NOTE
ACCESSORIES CAN LIGHTS SHALL BE SEVENTY-FIVE PERCENT (75%) HIGH EFFICIENCY LAMPS.

NOTE:
ALL BRANCH CIRCUITS THAT SUPPLY 125-VOLT SINGLE PHASE, 15- AND 20-AMPERE RECEPTACLE OUTLETS INSTALLED IN SLEEPING UNIT BEDROOMS SHALL BE PROTECTED BY AN ABC-FAULT CIRCUIT INTERRUPTER(S).

NOTE:
ALL CLOSETS SHALL BE:
A. RECESSED LIGHTS WITH 6" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE SPACE.
B. FLUORESCENT LIGHTS WITH 6" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE SPACE.
C. INCANDESCENT LIGHTS WITH 12" CLEARANCE BETWEEN FIXTURE AND NEAREST POINT OF STORAGE SPACE.

NOTE:
COMPLY WITH THE REQUIREMENTS OF THE VILLAGE ENGINEER.

NOTE:
NOTCHES AND HOLES BORED IN TRUSSES, LAMINATED MEMBER LUMBER, GLUE-LAMINATED MEMBERS OR JOISTS SPECIFICALLY ADDRESSSED IN THE REGISTERED DESIGN PROFESSIONAL. (SECTION: R502.8.2)

HANDRAIL DETAIL

1'-1/2" (MAX) 3/4" (MIN)

HANDRAILS ARE REQUIRED FOR STAIRS WITH 2 OR MORE RISERS (SECTION: R315.1)

THE TOP OF HANDRAILS SHALL BE PLACED NOT LESS THAN 34 INCHES (34") NOT MORE THAN 38 INCHES (38") ABOVE THE NOSING OF THE TREADS. (SECTION: R315.1)

HANDRAIL ENDS SHALL TERMINATE TO A WALL OR NEEL POST. (SECTION: R315.1)

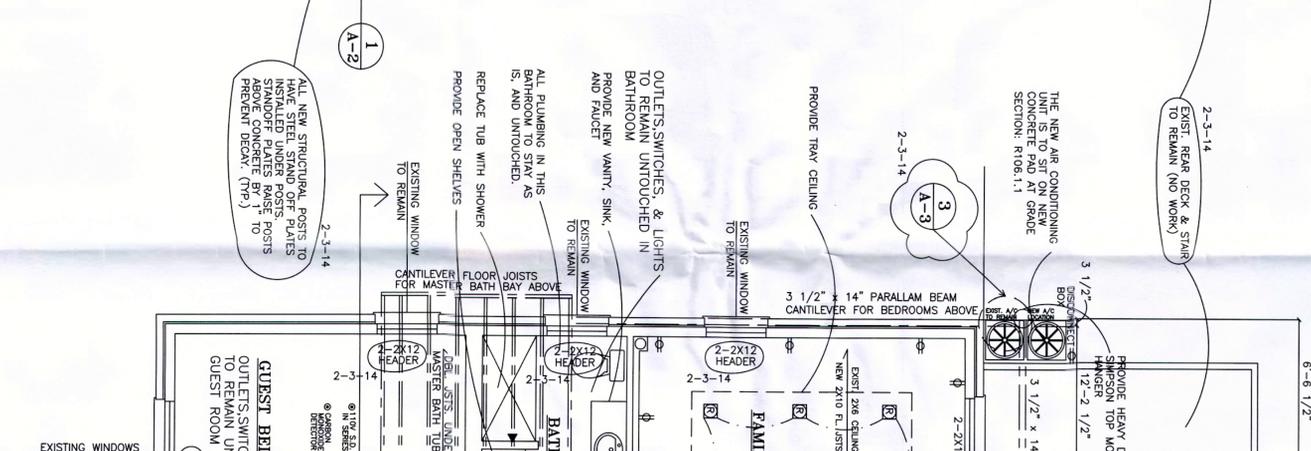
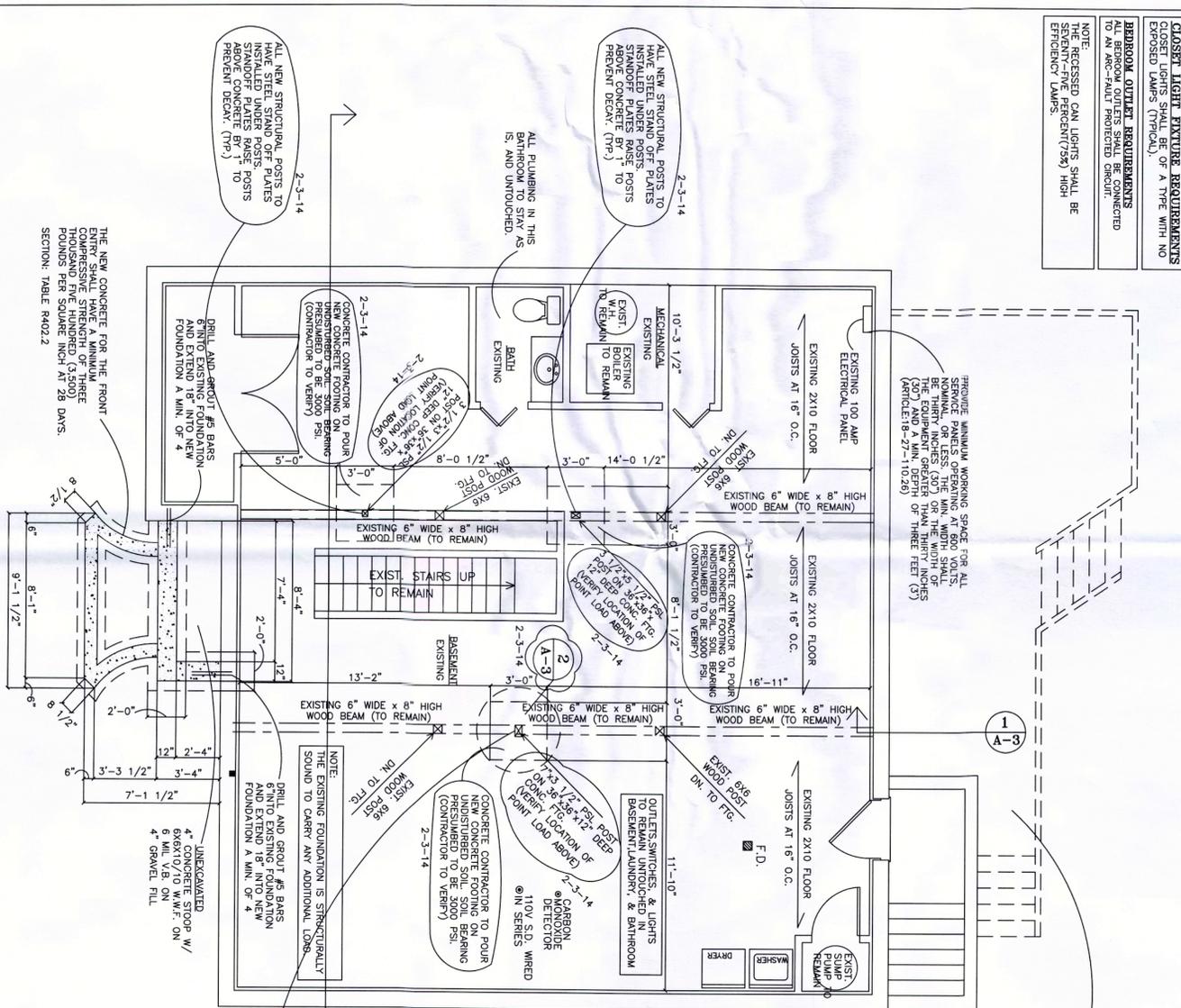
NOTE:
ALL GLASS (WINDOWS, SLOTLIGHTS, ETC.) NOT MORE THAN 36 INCHES (36") ABOVE THE NOSING OF THE TREADS. (SECTION: R315.1)

NOTE:
ALL GLASS (WINDOWS, SLOTLIGHTS, ETC.) NOT MORE THAN 36 INCHES (36") ABOVE THE NOSING OF THE TREADS. (SECTION: R315.1)

NOTE:
ALL GLASS (WINDOWS, SLOTLIGHTS, ETC.) NOT MORE THAN 36 INCHES (36") ABOVE THE NOSING OF THE TREADS. (SECTION: R315.1)

LIGHT AND VENTILATION SCHEDULE

ROOM	LIGHT		VENTILATION		REMARKS
	REQ. 10%	ACTUAL	REQ. 5%	ACTUAL	
KITCHEN	245.0	24.5	26.1	12.2	16.2
DINING ROOM	166.0	16.6	30.0	8.3	15.0
FAMILY ROOM	183.0	18.3	25.0	9.2	20.9
LIVING ROOM	174.0	17.4	34.2	8.7	32.0
GUEST ROOM	155.0	15.5	19.6	7.75	17.2
MASTER BEDROOM	249.0	24.9	38.4	12.45	32.4
BEDROOM #2	138.0	13.8	19.2	6.9	16.4
BEDROOM #3	165.0	16.5	32.2	8.25	24.4
BEDROOM #4	136.0	13.6	28.8	6.9	24.4
MASTER BATH	131.0	13.1	14.4	3.0	12.0
BATH #2	54.0	5.4	0	0	100 CFM FAN
LAUNDRY	56.0	5.6	8.0	2.8	7.0



EXISTING FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

PROPOSED FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

FOUNDATION PLAN FIRST FLOOR PLAN

BID SET

1	WALD CONDITIONS	REV. 05. 2014
2	FOUNDATION PLAN	REV. 05. 2014
3	FOUNDATION PLAN	REV. 05. 2014
4	FOUNDATION PLAN	REV. 05. 2014
5	FOUNDATION PLAN	REV. 05. 2014
6	FOUNDATION PLAN	REV. 05. 2014
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48	FOUNDATION PLAN	REV. 05. 2014
49	FOUNDATION PLAN	REV. 05. 2014
50	FOUNDATION PLAN	REV. 05. 2014

ORTIZ RESIDENCE
2415 DOWNING
WESTCHESTER IL.

General Information:

- Contractor shall verify all dimensions, location, and depth of existing foundations and footings. If any discrepancies are found, the contractor shall notify the architect immediately.
- Contractor shall provide all necessary permits and fees for the foundation work.
- Contractor shall provide all necessary insurance and bonding.
- Contractor shall provide all necessary safety equipment and personnel.
- Contractor shall provide all necessary materials and labor.
- Contractor shall provide all necessary equipment and tools.
- Contractor shall provide all necessary site access and parking.
- Contractor shall provide all necessary site cleanup and disposal.
- Contractor shall provide all necessary site restoration.
- Contractor shall provide all necessary site security.
- Contractor shall provide all necessary site monitoring.
- Contractor shall provide all necessary site reporting.
- Contractor shall provide all necessary site communication.
- Contractor shall provide all necessary site coordination.
- Contractor shall provide all necessary site collaboration.

**Intergovernmental Agreement
Between the Westchester Park District and the Village of Westchester
For Use of Parkway Space at Norfolk Park for a Dog Park**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") made and entered into as of this ____ day of _____, 2016 by and between Westchester Park District, a unit of local government (the "Park District") and the Village of Westchester, a unit of local government (the "Village"). The Park District and the Village are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties."

RECITALS

- A. Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance.
- B. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.
- C. The Park District is the owner of Norfolk Park (the "Park") located along Norfolk Avenue within the boundaries of the Village.
- D. The Village is the owner of the Norfolk Avenue and parkway area immediately adjacent to Norfolk Park.
- E. The Park District desires to construct and operate a dog park at Norfolk Park for the benefit of the residents of the Village and the Park District.
- F. In order to provide appropriate access for the public including ADA access, and to ensure an appropriately sized dog park for the residents of the Village and the Park District, it is necessary for the Park District to license a portion of the parkway adjacent to Norfolk Avenue and Norfolk Park, as depicted on the drawing of the Park and Norfolk Avenue attached as Exhibit No. 1 (the "Premises").
- G. The Village wishes to grant, and Park District wishes to receive, a nonexclusive license to use the Premises, generally consisting of an unimproved parkway area of approximately 220 feet by 10 feet adjacent to Norfolk Avenue, and of all as more fully set forth below.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties each agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Grant of License.** The Village hereby grants to the Park District and its employees a non-exclusive license to use the Premises depicted in Exhibit No.1, attached hereto and incorporated herein, for ingress, egress, and use as a public dog park to be constructed and operated exclusively by the Park District.
3. **Curb Removal and Improvements, Construction.** The Village hereby expressly authorizes and permits the Park District to:

- a. Remove an eight (8) foot wide section of existing concrete curb and gutter and install a handicapped accessible curb and gutter on the Premises where indicated on Exhibit No. 1, as and for access to the dog park facility;
- b. Install a pathway from the handicapped curb to the dog park facility on the Premises, approximately eight (8) feet in lengthwidth and twenty (20) feet from the curb to the entrance to the dog park, -where-as indicated on Exhibit 1.
- c. Install a fence on the Premises where indicated on Exhibit 1.
- ~~d. Such other improvements as are reasonably deemed necessary by the Park District in accordance with all applicable Village Codes.~~

At such time as the Park District prepares a survey of the Norfolk Park and the associated portions of Norfolk Avenue, Exhibit 1 shall be replaced by the survey. The Park District shall not interfere with any utilities operated by the Village or any utility company. The Park District or its contractors shall contact JULIE and secure utility identification prior to commencing any construction. The Park District shall be solely responsible for all costs associated with the curb removal and the improvement it installs s-described in this paragraph, including but not limited to maintenance of same in accordance with Village Code requirements during the term of this Agreement and any extensions thereof. The Westchester Park District will be solely responsible for all costs to construct, install, operate, maintain, or replace any and all improvements on the Premises during the Term or any extension thereof. The Park District shall provide three (3) days' notice to the Village prior to any JULIE utility search and any construction activity.

4. **Term of License.** Unless sooner terminated as provided in this Agreement, this Agreement shall be for term of ten (10) years, commencing on _____. ("Term"). The Park District may extend the term for an additional ten (10) year period commencing on the last day of the Term, upon the Park District's written notice to the Village not less than thirty (30) days prior to expiration of the Term. At the end of the second ten (10) year term, the Parties may extend the Term in writing by mutual written agreement signed by their respective Authorized Representatives. ~~It is the intention of the Parties that the non-exclusive license granted by the Village to the Park District shall be renewable by the Park District upon the same terms and conditions for an additional ten-year term, and further upon mutual agreement of the Parties.~~ In the event that the Park District fails to perform any material provision of this Agreement, this license shall terminate unless the Park District cures such default within 10 days of receiving written notice thereof from Village, or, in the event that the default cannot be cured within ten (10) days of receiving written notice from the Village, and the Park District commences to cure the default within said 10 day period and makes reasonable efforts to cure the default thereafter, the Park District shall have an additional one hundred eighty (180) days in which to cure said default. Upon termination of the license granted herein, the Park District will remove

the pathway and the fencing where located on the parkway at its cost and expense.

5. **Designated Representatives.** Each Party shall designate a representative in writing to the other Party, and provide its designated representative's name, position, telephone, mobile phone and email address to the other Party ("Designated Representative"). Each Party's Designated Representative shall be the primary point of contact regarding the terms and conditions contained in this Agreement.
6. **Insurance.** During the term of this Agreement, ~~Village and the~~ Park District shall ~~each~~ at its own cost and expense purchase and maintain in full force and effect the liability and workers compensation coverages set forth below~~following insurance coverages for itself and the additional insureds identified below:~~

(1) Coverages:

(i) Commercial General Public Liability Insurance (including but not limited to contractual liability insurance covering, without limitation, the Parties' respective indemnification obligations hereunder) in a minimum amount of \$1,000,000 per occurrence whether involving bodily injury liability or death resulting therefrom, or property damage liability, or a combination thereof, with a minimum aggregate of \$2,000,000 and which coverage shall in the case of each Party insure that Party's respective officers, officials, employees, agents, representatives, contractors and subcontractors of any type. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Each Party shall include the other by endorsement as an insured under its CGL policy, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. Each Party's insurance shall apply as primary insurance with respect to any negligence on its part.

~~(ii) Comprehensive Business Automobile Liability and if necessary, Commercial Umbrella Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired or non-owned in a minimum amount of \$500,000 for each person in one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident, and property damage liability in a minimum amount of \$1,000,000 for each accident, and which coverage shall insure the Party's officers, directors, employees, agents, representatives, contractors and subcontractors of any kinds against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by the insured Party's contractors, or by anyone directly or indirectly employed by any of them. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.~~

(iii) Worker's Compensation Insurance and Employer's Liability Insurance with a

minimum limit of \$500,000 in respect of bodily injury, sickness, disease or death of any person resulting from any one occurrence and as required by any employee benefits acts or other applicable statutes; and

(iii) Excess liability or umbrella coverage in the minimum amount of \$2,000,000.

(2) **Additional insureds:** ~~Each Party's~~The Park District's coverages shall name the ~~other Party~~Village and its ~~respective~~ officers, officials, employees, and agents as additional insureds.

(3) **General insurance provisions:**

(i) Evidence of insurance

Prior to commencement of the Term, ~~each Party~~the Park District shall furnish the ~~Village~~ ~~other Party~~ with a ~~certificates~~ of insurance ~~and applicable policy endorsements~~, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the other Party prior to the cancellation or material change of any insurance referred to therein. Written notice to shall be by certified mail, return receipt requested.

Failure of either Party to request such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of either Party to identify a deficiency in the coverages provided, shall not be construed as a waiver of the other Party's obligation to maintain such insurance.

(ii) Acceptability of insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If a Party's insurance company is rated less than A VII or a Best's rating is not obtained, the other Party may approve the insurance company if acceptable to it but shall have the right to reject insurance written by an insurer it deems unacceptable.

(iii) Deductibles and self-insured retentions

Any deductibles or self-insured retentions provided for in a Party's insurance coverages must be declared to the other Party. The Party whose coverages provide for such deductibles or self-insured retentions may be asked by the other Party to eliminate such deductibles or self-insured retentions as respect the asking Party's officers, directors, employees, volunteers and agents, or may be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses. The Park District's participation in a self-insurance risk pool shall constitute acceptable coverage for all coverages required hereunder.

7. **No estate granted; reservation of rights.** This Agreement confers only a license. Park District acknowledges that it does not and shall not claim at any time any interest or estate of any kind whatsoever in the Premises by reason of this Agreement or Park District's use of the Premises pursuant hereto. Village intends to retain full ownership and control of the Premises except as otherwise provided for herein.
8. **No transfer by Park District.** Park District shall not transfer any of its rights hereunder. ~~without Village's prior written consent which shall not be unreasonably withheld or delayed. Any such assignment made without Village's prior written consent if reasonably withheld shall be void and of no force or effect, and shall entitle Village to terminate this Agreement.~~
9. **Indemnification.** Park District hereby agrees to indemnify, defend and hold the Village, its officers, officials, employees, agents or invitees harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney's fees and litigation costs) incurred by Village Indemnitees for injuries to person (including without limitation loss of life) and for damage, destruction or theft of property which is due to any use of the Premises made or permitted by Park District, or for any act or omission of Park District, its officers, directors, employees, agents or invitees, except to the extent caused by the Village, its officers, officials, employees, agents or invitees.
10. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person, or by facsimile transmittal followed by certified mail, return receipt requested, to the party to whom it is addressed, as follows or as otherwise directed in writing to the other parties from time to time:

Village:
 Janet Matthys
 Village Manager
 Village of Westchester
 10300 Roosevelt Road
 Westchester Illinois 60154

With a copy to:
 Michael K. Durkin
 Storino, Ramello & Durkin
 9501 W. Devon Avenue
 Rosemont, Illinois 60018

Park District:
 Gary Kasanders
 Executive Director
 Westchester Park District
 10201 Bond Street
 Westchester Illinois 60154

With a copy to:
 Steven Adams
 Robbins, Schwartz
 55 W. Monroe, Suite 800
 Chicago Illinois 60603

11. **Risk of loss.** Park District agrees that individuals, animals and vehicles brought onto the Premises pursuant to this Agreement are there at the sole and exclusive risk of Park District and its users.
12. **Integration; amendment.** This Agreement contains the Parties' entire understanding as to its subject matter, and there are no further or other agreements or understandings, written or oral, between them with respect thereto. This Agreement may be amended only by means of a writing signed by authorized representatives of each of the Parties, specifically referring and

attached to this Agreement.

[Remainder of this page is intentionally left blank; signatures begin on next page]

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

VILLAGE of WESTCHESTER

By: _____
President, Board of Trustees
Village of Westchester

ATTEST:

By: _____
Village Clerk
Village of Westchester

WESTCHESTER PARK DISTRICT

President, Westchester Park District
Board of Park Commissioners

ATTEST:

By: _____
Secretary, Westchester Park District
Board of Park Commissioners

EXHIBIT NO. 1
Depiction of License Premises

| -

