



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**Village Board Meeting
September 3, 2026
6:00 PM**

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OPEN FORUM

Public Comment is subject to the public comment rules and procedures adopted by the Village.

5. REPORTS

a. Board Reports

- i. Mayor
- ii. Clerk
- iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held August 20, 2026.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

- ii. Board to consider approving the minutes of the Special Joint Village Board and Planning & Zoning Commission meeting held on August 26, 2026.

b. Finance Ordinance #18

Total to be announced at the meeting

Type

Budgeted

c. Purchase Order(s)

i. Albrite Building, Inc. \$48,202.00

Police Department Second Floor Training Room and Kitchen Floor Replacement

Type Consent Item

Budgeted Yes

ii. Albrite Building, Inc. \$28,382.00

Sergeants' Offices Renovation

Type Consent Item

Budgeted Yes

iii. Axon Enterprises, Inc. \$29,994.16

Vehicle 1888 Drone and Skydio Data Management Services

Type Consent Item

Budgeted Yes

iv. Total of Purchase Orders \$106,578.16

Type Consent Item

Budgeted

d. **Total of Purchase Order(s) and Finance Ordinance #18**

Total to be announced at the meeting

Type

Budgeted

e. **Proclamation - National Suicide Prevention Week**

Board to consider approving a proclamation declaring September 6-12, 2026 as National Suicide Prevention Week in the Village of Westmont.

Type Consent Item

Budgeted

f. **Proclamation - National Payroll Week**

Board to consider approving a proclamation declaring September 7-11, 2026 as National Payroll Week in the Village of Westmont.

Type Consent Item

Budgeted

g. **Proclamation - National Police Woman Day**

Board to consider approving a proclamation declaring September 12, 2026 as National Police Woman Day in the Village of Westmont.

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. Issuance of a Temporary Class 3 Liquor License

Board to consider an ordinance issuing a temporary Class 3 Liquor License for Tapatio Mexican Grill Tradicional, Inc. d/b/a Tapitio Mexican Grill, 11 W. Quincy St., Westmont, Illinois.

Background of Subject Matter

The Village has received an application for a temporary liquor license for Tapatio Mexican Restaurant at 11 W. Quincy due to the change in ownership. The Clerk's office is working with the new owners to process this change. To avoid cessation of alcohol sales and service, a temporary liquor license is required. The new owners do not plan on changing the Class 3 license that the previous owners held for the sale and service of alcohol. When the background review is complete, their application for a permanent liquor license will be presented to the Village Board and Local Liquor Commissioner for approval.

Recommendation

Approve

Type Ordinance

Budgeted

b. TLD Design Studios - Commercial TIF Relocation Grant

Board to consider a motion awarding a Commercial TIF Relocation Grant to TLD Design Studios in an amount not to exceed \$12,500 and expressly authorizing eligible costs to include costs spent prior to this approval.

Background of Subject Matter

TLD Design Studios is moving locations within Westmont due to the planned redevelopment of their current location, and will be entering into a 5-year lease at a new location within the Village. As such, the Village is authorizing the award of a grant, subject to final confirmation and documentation. The grant will provide reimbursement of 100% of the first \$10,000 of eligible costs and 50% of the next \$5,000. It is estimated that the eligible costs will exceed \$15,000, and the grant will max out at a total \$12,500.

Additional Background

This grant program was created to assist businesses that are currently leasing space in an area the Village will be spending TIF money to redevelop. Due to the short time between the creation of this program and the necessary relocation, the Village is waiving the typical caveat that expenses made prior to approval of this grant are not included as eligible costs.

Recommendation

Approve.

Type

Motion

Budgeted

c. Waiver of Heritage Tree Replacement Fee-in-lieu payment per Section 80-45 of the Municipal Code

Board to consider an ordinance approving a request from Keith Reich (Owner) regarding the property at 215 N Lincoln St for a waiver of the Heritage Tree Replacement fee-in-lieu payment per Section 80-45 of the Municipal Code.

Background of Subject Matter

Chapter 80 Article III of the Municipal Code provides for the preservation and management of Heritage Trees located on private property. Section 80-45 allows for removal of heritage trees provided that the tree is replaced with one inch of replacement caliper for every one inch DBH that is removed. Section 80-45 allows for replacement trees to be planted on the property or a payment to be made equal to the cost that would have been incurred to purchase and install replacement trees, so that the village may purchase and install the replacement tree(s) elsewhere within the village.

Additional Background

The property owner of 215 N Lincoln St has requested permission to remove a 31.5" DBH Honey Locust located on his property. Staff has calculated that the fee-in-lieu payment for removal of this tree would be \$4500. Staff has performed a ground inspection of the tree and recommended maintenance measures for the tree to remediate the property owner's concerns about it; however, the property owner would still like to remove it due to safety and maintenance concerns.

Type

Motion

Budgeted

d. 53 West 59th Street - Two Lot Subdivision

Board to consider an ordinance approving a request from Sunflower Properties LLC for the property at 53 West 59th Street, Westmont, Illinois, 60559, for a Preliminary Plan and Final Plat of Subdivision to subdivide one (1) lot into two (2) lots in the R-3 Single-Unit Residential District.

Background of Subject Matter

The proposed lots will both be 60 feet by 293 feet or an area of 17,616 square feet. If approved, the petitioner intends to build one detached house on each lot with an ADU as permitted by right.

Additional Background

The proposed plan meets the zoning and land development minimums for lots in the R-3 Single-Unit Residential District and is consistent with the recommendations of the Comprehensive Plan.

Recommendation

At their regular meeting on August 12, 2026, the Planning & Zoning Commission unanimously recommended approval of the preliminary plan (5-0, 2 absent).

Type Ordinance

Budgeted

e. 414 Plaza Drive, Suite 103 - Instructional Service Special Use Permit

Board to consider an ordinance approving requests from Moroz Music LLC (Petitioner) and Tulip Rentals LLC (Owner) for the property at 414 Plaza Drive, Suite 103, Westmont, Illinois, 60559, for a Special Use Permit to operate an Instructional Service business (private music lessons) in the M Manufacturing District.

Background of Subject Matter

The private music lessons will be for one student at a time, and the petitioner will be the only instructor onsite. Lessons are expected to be offered primarily Monday through Thursday between 4:00 p.m. and 9:00 p.m. If needed, lessons may occasionally be held on the weekend.

Additional Background

The lessons will occur in a separate northern room adjacent to the exterior of the building. The office is located in the western room, and the rest of the

space will be used for music storage, support room, and a waiting area for parents. The request complies with both the requirements of the Zoning Ordinance and the recommendations from the Comprehensive Plan, and is subject to the standards of Special Use Permit approval.

Recommendation

At their regular meeting on August 12, 2026, the Planning & Zoning Commission unanimously recommended approval of the request (5-0, 2 absent). No members of the public provided comments on the request.

Type Ordinance

Budgeted

f. **430 Plaza Drive - Major Site Plan - Great Lakes Plumbing and Heating**

Board to consider an ordinance approving a request from Treute Family LLC, d/b/a Great Lakes Plumbing Heating & Fire Protection Company, for the property at 430 Plaza Drive, Westmont, Illinois, 60559, for a Major Site Plan for a new loading dock.

Background of Subject Matter

The petitioner proposes adding a nine-foot overhead door with a dock leveler on the western facade, alongside a new entrance and stairs on the north side of the building. To support these changes, the plan includes new asphalt and concrete paving to facilitate vehicle movement and upgrades to the detention area as requested by the Village Engineer. The petitioner has cited current worker safety concerns as the reason behind the proposal.

Additional Background

While meeting all zoning bulk minimum requirements, the petitioner has also voluntarily proposed adding eight arborvitae trees to the existing fence line to help mitigate noise and visual impacts on neighboring homes. However, the related improvements may also impact a neighboring tree to the north. Finally, if approved, the petitioner must coordinate with the Village Engineer to vacate and replace a 20-foot public utility and drainage easement located within the proposed hardscape area.

Recommendation

At their regular meeting on August 12, 2026, the Planning & Zoning Commission unanimously recommended denial (not to approve) of the request (0-5 with 2 absent). Several neighbors spoke in opposition due to the proximity of the proposed loading dock and hardscape improvements to the shared property lines. Several neighbors also indicated that the business' current activities are impactful as it relates to noise, light, and odor.

Type Ordinance

Budgeted

g. **Financial Audit Services Contract Extension — Sikich LLC**

Board to consider an ordinance approving a five-year contract extension with Sikich LLC for independent auditing services.

Background of Subject Matter

State statute requires that the Village contract with an independent financial auditing firm to conduct an annual audit of the Village's financial books and records. This ensures that the Village's annual financial reporting package remains transparent, comprehensive, and fully compliant with statutory requirements. Sikich has served as the Village's financial auditor since Fiscal Year 2018. The proposed five-year extension covers fiscal years 2026 through 2030. The maximum value of the contract totals \$279,181.00 with overall annual price increases ranging from 1.6% to 3.1%.

Recommendation

Approve

Type Agreement/Contract

Budgeted

h. **Award of Bid Proposal - 2026 Sidewalk Improvements Project**

Board to consider an ordinance awarding the bid proposal from Globe Construction Inc. for the 2026 Sidewalk Improvements Project and authorizing a contract in the amount of \$241,674.00 consistent with the bid documents.

Background of Subject Matter

The Village accepted bid proposals from seven contractors for the 2026 Sidewalk Improvements Project. The bids ranged from \$241,713.00 to \$394,803.75. There was a clerical error on the low bidder's schedule of prices, which when corrected would result in a total bid of \$241,674.00. The low bidder remained the low bidder even with the corrected total bid. The low bid was 26.5% lower than the Engineer's cost estimate of \$305,739.50.

Additional Background

The approved construction budget for this project was \$294,000. The low bid is within the budgeted amount. The low bidder has performed work for

the Village in the past and the work was satisfactory. This project is being partially funded by a \$330,000.00 grant from the State of Illinois Department of Commerce and Economic Opportunity (DCEO). Approximately \$275,177.00 of the grant funded the 2025 Oakwood Sidewalk Improvements project. The remaining grant amount of \$54,823.00 will be applied to this project.

Recommendation

Approve

Type Agreement/Contract

Budgeted Yes

i. **2026 Sidewalk Improvements Project Change Order #1**

Board to consider an ordinance approving Change Order #1 for the 2026 Sidewalk Improvements Project, to Globe Construction, Inc. for an amount not to exceed \$52,326 and a total award of \$294,000.

Background of Subject Matter

The Village Board awarded a contract to Globe Construction, Inc. at tonight’s Village Board meeting, in the amount of \$241,674.00. The bid documents allow the Village to increase or decrease contract quantities and State law permits change orders under 50% of the original contract price without re-bidding of the work. In order to take advantage of favorable pricing and perform more sidewalk repairs this year, a change order to the original contract would allow additional work to be performed.

Additional Background

The approved construction budget for this project was \$294,000.00. The low bid is within the budgeted amount. The low bidder has performed work for the Village in the past and the work was satisfactory. This project is being partially funded by a grant from the State of Illinois Department of Commerce and Economic Opportunity (DCEO).

Recommendation

Approve

Type Agreement/Contract

Budgeted Yes

j. **Salt Purchase 2026-2027**

Board to consider an ordinance approving the purchase of 400 tons of road salt from Salt Xchange Inc. in the amount of \$48,000.00.

Background of Subject Matter

The Village procures road salt via two different joint bid processes, one through DuPage County and the other through the State of Illinois. The DuPage County salt purchase was approved by the Village Board at the May 28, 2026 Village Board meeting, with 800 tons procured. The Village typically plans to purchase 1200 tons of road salt annually, but may need to utilize more or less depending on weather conditions.

The Village was informed on July 28th, 2026 that it did not receive a bid as part of the State of Illinois bid for road salt for the 2026-2027 winter season.

Approximately 250 communities in Illinois did not receive a bid as part of this process, leaving these communities trying to procure necessary salt through other means.

Additional Background

Staff has investigated multiple options for procuring additional road salt.

Staff has contacted multiple vendors to find available salt at reasonable prices. Staff recommends purchasing 400 tons of salt from Salt Xchange Inc., at a price of \$120.00 per ton delivered, for a total cost of \$48,000.00.

The Village will take delivery of 300 tons before October 15, 2026 to fill the salt dome to capacity. The remaining 100 tons will be completed between October 15, 2026 and March 31, 2027. The Village has checked the references of this vendor and the results were satisfactory.

Recommendation

Approve

Type Purchase

Budgeted Yes

k. **Remodeling Work - Police Department Flooring Replacement**

Board to consider an ordinance approving a Proposal and Addendum with Albrite Building, Inc. for remodeling work to the Police Department (flooring replacement).

Background of Subject Matter

The flooring in the 2nd floor corridor, training room, and kitchen of the

Police Department (500 N. Cass Ave.) is outdated, worn, and in need of replacement. Albrite Building, Inc. submitted a Proposal to the Village for this flooring replacement work in the amount of \$48,202.00. The Village has prepared its standard Addendum which supplements the terms of this Proposal. The Village has utilized Albrite on several previous remodel projects at the Police Station, the Fire Station, and Village Hall, and the Village has found Albrite's work to be professional, timely, and cost-effective.

Additional Background

Since this work is likely considered a public improvement project, the Village must either competitively bid this work, or the Village Board must waive competitive bidding and vote to approve the work by the affirmative vote of 2/3rds of the Trustees holding office (4 affirmative votes in favor). Similar to the previous remodel projects performed by Albrite, Village staff recommends that the Village Board waives competitive bidding since the scope and cost of the work is not conducive to competitive bidding.

Recommendation

Approve

Type Ordinance

Budgeted Yes

I. Remodeling Work - Police Department Sergeant's Office

Board to consider an ordinance approving a Proposal and Addendum with Albrite Building, Inc. for remodeling work to the Police Department (Sergeant's office).

Background of Subject Matter

The Sergeant's office in the Police Department (500 N. Cass Ave.) currently lacks sufficient space and is outdated. Albrite Building, Inc. submitted a Proposal to the Village for remodeling work to the Sergeant's office in the amount of \$28,382.00. The Village has prepared its standard Addendum which supplements the terms of this Proposal. The Village has utilized Albrite on several previous remodel projects at the Police Station, the Fire Station, and Village Hall, and the Village has found Albrite's work to be professional, timely, and cost-effective.

Additional Background

Since this work is likely considered a public improvement project, the Village must either competitively bid this work, or the Village Board must waive

competitive bidding and vote to approve the work by the affirmative vote of 2/3rds of the Trustees holding office (4 affirmative votes in favor). Similar to the previous remodel projects performed by Albrite, Village staff recommends that the Village Board waives competitive bidding since the scope and cost of the work is not conducive to competitive bidding.

Recommendation

Approve

Type Ordinance

Budgeted Yes

10. MISCELLANEOUS

11. EXECUTIVE SESSION

This Board may adjourn to closed session to discuss matters so permitted and may act upon such matters upon returning to open session.

12. ADJOURN

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 4:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting. Listen Everywhere, an assistive listening, mobile app, is now available to visitors attending Board and Commission Meetings held in the Village Hall Board Room.

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



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, August 20, 2026

Mayor Nero called the meeting to order at **6:07 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Nero P Clerk A. Szymiski P

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

STAFF:

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

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

Westmont Chamber President: A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor Nero welcomed everyone to the meeting.

OPEN FORUM:

Marie Charlton, 129 S. Hudson: Issued a statement of thanks to the Community and the Village as she and her family are now moving.

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

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

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>

REPORTS

Mayor Nero

- Talked about a special presentation from a group of college students from Taiwan. They gave a presentation comparing the health care system of Taiwan to the United States.

Clerk Szymiski

- Elections are upon us. The first day to circulate petitions for the April 2027 election will be August 25, 2026. There are three positions up for Village Trustee and four positions up for Westmont Library Trustee. Packets will be made available on the first day of the petition circulation and they can be picked up at the business office at Village Hall between 8:00 am - 4:00 pm.

Trustee Guzzo

- The next Fire Public Safety Committee meeting will be November 12, 2026, 4:30pm at Village Hall. Everyone is invited to attend.
- Information is posted on the Village website regarding the emergency warning sirens.

Trustee Scales

- There is one last Community Development Committee meeting for 2026 and it will be September 17, 2026.
- The permit fee waiver program will be instituted September 1st and will run through October 31, 2026. This program will apply to online express permits only. Please see the Village website for complete details.

Trustee Parrilli

- Recapped the Public Works Committee Meeting that was held earlier this evening.

- Congratulations Josh Krogull for 25 years of service.
- North water tower is finished and just waiting on ComEd to finish their work.
- Capital Improvement projects were reviewed.
- Burlington Ave. will be open this weekend
- Storm clean up guidelines were discussed. 293 incidents were addressed throughout all 5 events.
- 13 poll lights will be replaced in the Indian Trail subdivision.
- Public Works has put in over 1900 hours of work for special events this year. Thanked the Public Works Department for all of their hard work.
- All information can be found on the website.

Trustee Plowman

- The next Police Public Safety Committee meeting will be October 1.
- Registration is now open for the Citizen's Police Academy. Details are on the Village website and the Police Department Facebook page.
- The Patriot Day Ceremony will be September 11 at the Police / Fire Facility at 10am. Details are on the Village website.
- Reminded drivers that school has started and kids are waiting for the bus. Please drive with care and follow the rules of the road.
- Attended a ribbon cutting event for Ivy Rehab at 6400 South Cass Ave.

Trustee Liddle

- The next Administration Finance Committee meeting will be September 3rd.
- There are only 2 more Cruisin' Nights events left this year. The events are on Thursday's from 5-9pm on Cass Ave. Please check out the WSEC website for more detailed information at www.westmontevents.com.

Trustee Barker

- The Environmental Improvement Committee will meet on September 8th, 5:30pm, at the Westmont Public Library.
- Electronics Recycling event will be held August 29, 2026 in front of Village Hall. The event begins at 8am - 12pm. Many items are collected for free, some items will have a charge. More details can be found on the Village website.
- Vision and Vibe Fest is right around the corner and will be September 12 - 13th at Veterans Park. Thanked Westmont Special Events and artistic residents and staff that will be helping with this event.
- Mosquito Abatement information has been posted to the Village website. You can sign up to receive notifications when we will have mosquito sprayings in Westmont.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

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

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the following:
 - Minutes of the Village Board held on **August 6, 2026**.

(B) FINANCE ORDINANCE

- Finance Ordinance # 17 **\$ 3,076,093.16**

(C) PURCHASE ORDERS:

There were no purchase orders.

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): **\$3,076,093.16**

(E) VISION AND VIBE FEST - 2026

Board to consider an ordinance approving the following requests from the Village of Westmont for the Vision & Vibe Fest on September 12 & 13, 2026:

1. Community Event Permit
2. Amplified Sound Permit
3. Street Closure - Closing Dallas between Linden Ave and the alley between Linden & Warwick

(F) 2026 WICKED WEST FEST HALLOWEEN EVENTS

Board to consider an ordinance approving the following requests from the Westmont Chamber of Commerce for the Wicked West Fest Halloween Events that will be held on October 17, 2026:

1. Community Events Permit
2. Amplified Sound Permit
3. Street Closure Requests from 7:30am -2:30pm as follows:
 - a. Cass Ave between Burlington and Chicago / Naperville
 - b. Cass / Irving Parking lots on Cass Ave
 - c. Manning School Parking Lot
 - d. Norfolk and Irving Streets from Alley East and West to Cass Ave
4. Waive the restrictions in Chapters 38 and 70 of the Code of Ordinances in order to allow scarecrows to be secured to public utility poles during the month of October.

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

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

VOTE ON MOTION #1

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

Nays: None

Absent: None

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) GENERATOR VARIANCE AND SITE PLAN AMENDMENTS - SOUTH FIRE STATION

Community Development Director Hennerfeind and Public Works Director Ries addressed the Village Board.

Motion by **Trustee Guzzo** to consider requests from the Village of Westmont for the properties at 6015 South Cass Avenue, 6101 South Cass Avenue, and 1000 Beninford Lane, Westmont, Illinois, 60559, for the following:

1. Zoning Ordinance Variance to the maximum size, fuel type, and location of an Emergency Generator
2. Major Site Plan Amendment to accommodate the relocation of an emergency generator

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

VOTE ON MOTION #2

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

Nays: None

Absent: None

(3) WESTMONT AREA HISTORICAL SOCIETY - HOTEL / MOTEL GRANT REQUEST

Finance Director Altic and John Dispensa addressed the Village Board.

Motion by **Trustee Scales** to consider a motion awarding a Hotel/Motel Grant in the amount of \$2,500.00 to the Westmont Area Historical Society.

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

VOTE ON MOTION #3

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

Nays: None

Absent: None

(4) CHAPTER 18 & 42 TEXT AMENDMENTS

Community Development Director Hennerfeind addressed the Village Board.

Motion by **Trustee Liddle** to consider an ordinance approving amendments to Chapter 18, Article III, Sections 18-62 and 18-65, and to Chapter 42, Article IV, Division 2, Section 42-189 of the Westmont Code of Ordinances, regarding updates to construction and fire control requirements.

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

VOTE ON MOTION #4

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

Nays: None

Absent: None

(5) MAYOR'S COMMISSIONER REAPPOINTMENT

Mayor Nero addressed the Village Board.

Motion by **Trustee Plowman** consider a motion confirming the Mayor's reappointment of Stella Quazilla to the Fire and Police Commission.

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

VOTE ON MOTION #5

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

Nays: None

Absent: None

MISCELLANEOUS

- None

(6) ADJOURNMENT - 6:36 pm

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

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

VOTE ON MOTION #6

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

Nays: None

Absent: None

MEETING ADJOURNED AT 6:36 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 3rd day of September, 2026



Village of Westmont

ADMINISTRATION

Village Clerk

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

Village of Westmont Special Joint Village Board and Planning & Zoning Commission August 26, 2026 - Minutes

The Village of Westmont Village Board of Trustees and Planning & Zoning Commission held a special joint meeting on Wednesday, **August 26, at 6:00 p.m.**, at the Westmont Police Station located at 500 North Cass Avenue, Westmont, Illinois, 60559.

1. Call to Order

Mayor Steve Nero called the meeting to order at **6:04 PM.**

Chair Doug Carmichael called the meeting to order at **6:05 PM.**

2. Roll Call

Village Board of Trustees

Present: 7 - Mayor Steve Nero, Clerk Amanda Szymiski, Trustees Bruce Barker, Linda Liddle, Gina Parrilli, Robert Plowman, Matt Scales

Absent: 1 - Trustee Marie Johanik-Guzzo

A QUORUM WAS PRESENT TO TRANSACT BUSINESS

Planning & Zoning Commission

Present: 6 - Chair Doug Carmichael, Secretary Jill Peterson, Commissioners Conor Donoghue, Dan Charleston (*arrived at 6:07 PM*), Michael Lynn, John F. Simpson IV

Absent: 1 - Commissioner Craig Thomas

A QUORUM WAS PRESENT TO TRANSACT BUSINESS

Staff: Jim Gunther (Village Manager), Spencer Parker (Assistant Village Manager), Joseph Hennerfeind (Community Development Director), Amy Ries (Public Works Director), Scott Williams (Senior Planner), Adam Walsh (Planner), John Zemenak (Village Attorney)

Guest: Jennifer Sweas (resident)

3. Pledge of Allegiance

4. Open Forum

Nobody spoke during the Open Forum.

5. New Business

Discussion of the Comprehensive Plan

Nik Davis, of Houseal Lavigne Associates, facilitated the discussion. Jack Carso and Jacob Moser, of Houseal Lavigne Associates, Tim King and Mike Wood of RVi, and Brendan May of KLOA assisted with the discussion.

The Village Board and Planning & Zoning Commission completed exercises identifying issues and concerns the Village is facing, discussed the issues raised, identified specific projects and actions for the Village to undertake, and assessed the Village's strengths and assets. Common themes of the discussion involved filling commercial vacancies, seeing greater investment in the residential housing stock, improving the streetscape Village-wide, leveraging existing assets, and better unifying the north and south sides of the Village.

Jennifer Sweas, Westmont resident, spoke about the future of the Hilton Hotel and Willow Crest Golf Club and expressed support for business incubation spaces.

6. Miscellaneous Items

None.

7. Adjourn

Planning & Zoning Commission

Motion by **Simpson** to adjourn the meeting.

Second by **Donoghue**.

The motion carried on a unanimous voice vote.

Meeting adjourned at **7:59** p.m.

Village Board of Trustees

Motion by **Scales** to adjourn the meeting.

Second by **Plowman**.

The motion carried on a unanimous voice vote.

Meeting adjourned at **7:59** p.m.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 3rd day of September, 2026



Village of Westmont

Purchase Order

PO Date: 2026-08-26

Page: 1 of: 1

Bill To:

POLICE DEPARTMENT
500 N CASS
WESTMONT, IL 60559

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

Purchase
Order #

26201878

Vendor:

Albrite Building, Inc.
229 W. Ogden Avenue
Westmont, IL 60559-1360
Email: contact@albritebuilding.com
Fax: 630-242-6527

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101406	630-655-9436	630-242-6527				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	PD-2nd Floor Corridor, Trng Rm & Kitchen Floor Rep		1.0	EACH	\$48,202.00	\$48,202.00
	PD-2nd Floor Corridor, Trng Rm & Kitchen Floor Repl					
	per proposal 07202026-1PW Rev #2					
	GL Account: 3053066 - 57062 - 1GOV					
					\$48,202.00	
	Ship To: POLICE DEPARTMENT					
	500 N CASS					
	WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$48,202.00**

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

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

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

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



Commercial & Residential

229 W. Ogden Ave
Westmont, IL. 60559
Phone: 630-655-9436
Fax: 630-242-6527
Email: office@albritebuilding.com

DATE: 08-19-2026

PROPOSAL # 07202026-1PW Rev # 2

FOR: 500 Cass Ave
Westmont, IL 60559
PD - 2nd floor corridor,
Kitchen, Training Room

TO: **Randy Tuchow**
Westmont Public Works
31 W Quincy Street
Westmont, IL 60559

DESCRIPTION	AMOUNT
Proposal for Flooring - Police Department - 2nd floor corridor, Training Room and Kitchen 500 Cass Ave Westmont, IL60559 - Prevailing Wages.	
1) Flooring	\$ 36,620.00
- Furnish and install new vinyl plank flooring.	
- Furnish and install 4-inch vinyl cove base.	
- Furnish all required adhesives.	
- Skim coat floor as required for flooring installation.	
- Remove and dispose of existing carpet at an off-site disposal facility.	
- Vinyl plank finish to be Woodland Taupe.	
Areas Included:	
- 2nd Floor Corridor	
- Training Room	
- Kitchen	
- Floor patching and repairs are not included. The extent of floor repairs cannot be determined until the existing flooring has been removed. Any required floor patching or repairs will be addressed under a separate change order.	
2) Finishes	\$ 3,600.00
- Touch up paint after flooring installation if needed.	
3) Furniture moving	Not Included
- By Owner.	
4) General condition	\$ 2,400.00
- Dumpster, protection, final clean up.	
5) Supervision	\$ 1,200.00
6) Overhead and profit	\$ 4,382.00
7) Notes, Clarifications & Exclusions	
- Any items that are not listed in above - are excluded from this proposal.	
- Building permits, bonds, parking spots and other permits and/or governmental fees, licenses and inspections necessary for proper execution and completion of the work not included in price.	
- Permit expediting - not included in proposal.	
- Change Orders will be initiated for the following: a) discrepancies that may exist between the	

General Provisions

1. Building permits, cash bonds, parking spots and other permits and governmental fees and inspections necessary for proper execution and completion of the Work not included in price.
Albrite is responsible for Registration Licenses per Village requirements.
2. All Work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. Contractor may at its discretion engage Subcontractors to perform work hereunder, provided Contractor shall fully pay said Subcontractor and all instances remain responsible for the proper completion of this Contract. Sworn Statement will be provided.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All Change Orders and /or Additional Work Authorization shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor agrees to remove all debris and perform professional cleaning.
9. Owner shall to pay any periodic or installment payments within thirty (30) days from invoice day.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or unavailability of materials.
11. Punch list shall be completed as soon as possible and within thirty (30) days of completion.
12. Contractor warrants all work for a period of one (1) year following completion.
13. The prices quoted herein are current as of the date of this proposal. We can only guarantee our quote for a period of thirty (30) days.
This proposal may be subject to a price adjustment.

Albrite Building, Inc.

Date:

Jan Szlembarski, Director Of Construction

Accepted by:

Date:

<i>Subtotal</i>	\$	48,202.00
<i>Tax Rate</i>		0.00%
<i>Sales Tax</i>		-
<i>Misc</i>		-
TOTAL	\$	48,202.00

This proposal may be withdrawn by us if not accepted within 30 days. Proposal must be signed before any work is started.



Village of Westmont

Purchase Order

PO Date: 2026-08-26

Page: 1 of: 1

Bill To:

POLICE DEPARTMENT
500 N CASS
WESTMONT, IL 60559

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

Purchase
Order #

26201877

Vendor:

Albrite Building, Inc.
229 W. Ogden Avenue
Westmont, IL 60559-1360
Email: contact@albritebuilding.com
Fax: 630-242-6527

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101406	630-655-9436	630-242-6527				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Sergeants' Office Renovation Project - Constructio		1.0	EACH	\$28,382.00	\$28,382.00
	Sergeants' Office Renovation Project - Construction					
	per proposal 08182026-1PW Rev # 1					
	GL Account: 3053066 - 57062 - 1GOV					
		\$28,382.00				
	Ship To: POLICE DEPARTMENT					
	500 N CASS					
	WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$28,382.00**

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

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

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

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



Commercial & Residential

229 W. Ogden Ave
Westmont, IL. 60559
Phone: 630-655-9436
Fax: 630-242-6527
Email: office@albritebuilding.com

DATE: 08-20-2026

PROPOSAL # 08182026-1PW Rev # 1

FOR: 500 Cass Ave
Westmont, IL 60559
Sergeant's office remodel

TO: **Randy Tuchow**
Westmont Public Works
31 W Quincy Street
Westmont, IL 60559

DESCRIPTION	AMOUNT
Proposal for Sergeant's office remodel - Police Department per site visit on 08/17/2026	
500 Cass Ave. Westmont, IL 60559 - Prevailing Wages.	
1) Protection, Demolition & Door/Frame Removal	\$ 3,000.00
- Provide protection of existing finishes, furniture, cabinets, and adjacent areas as required.	
- Demolish and remove approximately 3 LF of existing wing wall as indicated.	
- Carefully remove existing wood door and frame and save for Client.	
- Remove approximately 8' x 8' of existing drywall as required to access wall cavity for new electrical work.	
2) Framing, Drywall, Door Opening Infill & Wall Repairs	
- Frame and infill existing opening following removal of wood door and frame.	\$ 4,000.00
- Furnish and install new drywall to match adjacent existing construction.	
- Restore approximately 8' x 8' drywall area opened for electrical installation.	
3) Ceiling Grid / Tile Modifications	\$ 1,500.00
- Modify and repair existing acoustical ceiling grid at area affected by wing wall demolition.	
- Reconfigure grid as necessary to provide a continuous finished ceiling.	
- Reinstall existing ceiling tiles where possible and replace affected tiles as required.	
- Patch and finish ceiling perimeter conditions resulting from wall removal.	
4) Electrical	\$ 7,440.00
- Furnish and install twelve (12) new electrical receptacles at the locations shown on the furniture layout.	
- Extend new outlets from suitable existing electrical circuits; no new circuits or panel work included.	
- Install new electrical wiring in EMT conduit with copper conductors.	
- Relocate three (3) existing red UPS receptacles higher on the wall to clear the new cabinets and reconnect them to the existing UPS circuit.	
- Furnish and install four (4) data outlet rough-ins with boxes and conduit stubbed above the ceiling for future data wiring.	
- Complete electrical rough-in while walls are open and return after wall finishes are complete for final device installation.	
- Label and test all new and relocated electrical devices.	
- Update the panel directory as required.	
- Note: Data cabling and termination are by others.	
5) Patch & Paint Entire Room	\$ 4,000.00
- Prepare new and existing wall surfaces as required.	

- Patch minor imperfections resulting from construction work.	
- Prime all new drywall and repaired areas.	
- Paint the entire room to provide a uniform finished appearance.	
- Provide finish coats as required for complete coverage.	
- Paint color to match existing or Client-selected standard color.	
6) Supervision, Mobilization & Final Cleanup	\$ 1,550.00
- Provide project coordination, mobilization, and supervision for the work described above.	
- Coordinate work with Client and existing occupied facility operations.	
- Perform daily cleanup of affected work areas.	
- Provide final construction cleanup upon completion.	
- Provide finish coats as required for complete coverage.	
- Client to provide onsite garbage container.	
7) Flooring	\$ 3,190.00
- Furnish and install new vinyl plank flooring.	
- Furnish and install 4-inch vinyl cove base.	
- Furnish all required adhesives.	
- Skim coat floor as required for flooring installation.	
- Remove and dispose of existing carpet at an off-site disposal facility.	
- Vinyl plank finish to be Woodland Taupe.	
- This will be done at the same time as 2nd floor corridor, training room and Kitchen.	
Areas Included:	
- 1st Floor Sergeants Office	
- Floor patching and repairs are not included. The extent of floor repairs cannot be determined until the existing flooring has been removed. Any required floor patching or repairs will be addressed under a separate change order.	
8) Overhead and profit	\$ 3,702.00
9) Not Included	
- New furniture, workstations, lockers, cabinets and installation.	
- Data cabling/termination and IT equipment.	
- Relocation or modification of HVAC.	
- Sprinkler.	
- Fire alarm systems.	
10) Notes, Clarifications & Exclusions	
- Any items that are not listed in above - are excluded from this proposal.	
- Building permits, bonds, parking spots and other permits and/or governmental fees, licenses and inspections necessary for proper execution and completion of the work not included in price.	
- Permit expediting - not included in proposal.	
- Change Orders will be initiated for the following: a) discrepancies that may exist between the drawings/specification and field conditions; b) inconsistencies in the drawings and/or specifications; c) recommended design or specification changes that do not affect form, fit, or function.	
- This proposal is based on working during typical day hours.	
- Payment Terms:	
- 25% deposit required upon contract execution.	
After that:	
- Progress Billing Invoicing.	
- 15NET.	
- Final payment no later then 10 days after punch list completion.	
- A finance charge of 1.5% per month will be charged on balances over thirty days.	
- In the event of default of any or all of the agreed upon payment terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency	

1. Building permits, cash bonds, parking spots and other permits and governmental fees and inspections necessary for proper execution and completion of the Work not included in price.
Albrite is responsible for Registration Licenses per Village requirements.
2. All Work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. Contractor may at its discretion engage Subcontractors to perform work hereunder, provided Contractor shall fully pay said Subcontractor and all instances remain responsible for the proper completion of this Contract. Sworn Statement will be provided.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All Change Orders and /or Additional Work Authorization shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor agrees to remove all debris and perform professional cleaning.
9. Owner shall to pay any periodic or installment payments within thirty (30) days from invoice day.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or unavailability of materials.
11. Punch list shall be completed as soon as possible and within thirty (30) days of completion.
12. Contractor warrants all work for a period of one (1) year following completion.
13. The prices quoted herein are current as of the date of this proposal. We can only guarantee our quote for a period of thirty (30) days.
This proposal may be subject to a price adjustment.

Albrite Building, Inc.

Date:

Jan Szlembarski, Director Of Construction

Accepted by:

Date:

<i>Subtotal</i>	\$	28,382.00
<i>Tax Rate</i>		0.00%
<i>Sales Tax</i>		-
<i>Misc</i>		-
TOTAL	\$	28,382.00

This proposal may be withdrawn by us if not accepted within 30 days. Proposal must be signed before any work is started.



Village of Westmont

Purchase Order

PO Date: 2026-08-26

Page: 1 of: 1

Bill To:

POLICE DEPARTMENT
500 N CASS
WESTMONT, IL 60559

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

Purchase
Order #

26201876

Vendor:

AXON ENTERPRISES, INC.
17800 NORTH 85th STREET
SCOTTSDALE, AZ 85255
Email: ar@axon.com (Kelly Giver)
Fax: 480-378-6269

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100463	800-978-2737	480-378-6269				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	1888 Drone & Skydio Data Mgt, X10 Services (36 month term on Skydio suite) GL Account: 6656666 - 57068 - 2I&I Ship To: POLICE DEPARTMENT 500 N CASS WESTMONT, IL 60559		1.0	EACH	\$29,994.16	\$29,994.16

By: *Spencer Parker*
Authorized Signature

PO Total **\$29,994.16**

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

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



Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-909054-002

Acct: 162888

Issued
Expires
Payment Terms
Mode of Delivery

Aug 19, 2026
Aug 31, 2026
N30
AUTO-GND

Westmont Police Dept. - IL

Currency: USD

CUSTOMER DETAILS

SHIP TO

Westmont Police Dept. - IL
500 N Cass Ave
Westmont, IL
60559-1503
USA

BILL TO

Westmont Police Dept. - IL
500 N Cass Ave
Westmont, IL
60559-1503
USA

SALES REPRESENTATIVE

Tommy Salisbury
Email: tsalisbury@axon.com

PRIMARY CONTACT

Timothy Radtke
Phone: (630) 981-6360
Email: tradtke@westmont.il.gov

QUOTE SUMMARY

Program Length	36 Months
Contract Start	Feb 1, 2027
Contract End	Jan 31, 2030
TOTAL CONTRACT	
Net Total	\$29,994.16
Est. Tax	\$0.00
Total Contract Value	\$29,994.16

DISCOUNT SUMMARY

List Price	\$33,283.84
Total Savings	\$3,289.68
Discount	9.88%
Avg. Savings / Year	\$1,096.56

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Jan 1, 2027	\$29,994.16	\$0.00	\$29,994.16
Total	\$29,994.16	\$0.00	\$29,994.16



SUMMARY PRICING FOR TERM

AXON AIR - DRONE									
ITEM	DESCRIPTION	QTY	TERM	UN-BUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
101530	Axon Air - Skydio Data Management Suite	1	36 (2/2027)	—	\$104.08	\$102.00	\$3,671.94	\$0.00	\$3,671.94
101229	Axon Air - Skydio Spotlight for X10	1	—	—	\$265.00	\$259.70	\$259.70	\$0.00	\$259.70
101211	Axon Air - Skydio Speaker for X10	1	—	—	\$320.00	\$313.60	\$313.60	\$0.00	\$313.60
102765	Axon Air - Skydio X10 Patrol DFR HW Kit	1	—	—	\$23,800.00	\$20,700.00	\$20,700.00	\$0.00	\$20,700.00
103423	AXON AIR - SKYDIO X10 SERVICES - STANDARD SOLUTION	1	36 (2/2027)	—	\$143.11	\$140.25	\$5,048.92	\$0.00	\$5,048.92
							SUBTOTAL	EST. TAX	TOTAL
Total							\$29,994.16	\$0.00	\$29,994.16

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Jan 1, 2027

Shipping Location: 500 N Cass Ave, Westmont, IL, 60559-1503, USA

HARDWARE	QTY
Axon Air - Skydio Speaker for X10	1
Axon Air - Skydio Spotlight for X10	1
Axon Air - Skydio X10 Patrol DFR HW Kit	1
SOFTWARE	QTY
Axon Air - Skydio Data Management Suite	1
WARRANTIES	QTY
AXON AIR - SKYDIO X10 SERVICES - STANDARD SOLUTION	1



TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**Rewrite Estimates**

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

8/19/2026

Date Signed



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**P26_____, Village of Westmont
National Suicide Prevention Week Proclamation**



**Declaring September 6-12, 2026 as National Suicide Prevention Week
in the Village of Westmont**

WHEREAS; National Suicide Prevention Awareness week is intended to help raise the visibility of mental health resources; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; **Hope for the Day** states that 700,000 suicides are reported globally each year, with many unreported as well; and

WHEREAS; Suicide affects a community, 100's of connections ,friends,neighbors, and family; and

WHEREAS; global organizations such as Hope For The Day (HFTD) , national organizations such as the National Alliance on Mental Illness (NAMI) and local organizations like Suicide Prevention Services (SPS) are on the front lines of a battle to open minds, save lives and restore hope; and

WHEREAS; **Westmont** is the same as any other community in the country, yet chooses to publicly support the idea of simply being available to one another; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, Westmont encourages all residents to stop the Stigma of Silence; and

WHEREAS, We can all help prevent suicide. Start the Conversation; and

NOW, THEREFORE, BE IT RESOLVED, BY THE VILLAGE OF WESTMONT, that September 6-12, 2026 will be designated as **"Suicide Prevention Action Week"** in the Village of Westmont.
Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on the 3rd day of September, 2026.

Ayes: _____ Nays: _____ Absent: _____

Steve Nero
Mayor

Attest: _____
Amanda Szymiski
Village Clerk



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**P26_____, Village of Westmont
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WHEREAS, Westmont encourages all residents to stop the Stigma of Silence; and

WHEREAS, We can all help prevent suicide. Start the Conversation; and

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Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on the 3rd day of September, 2026.

Ayes: _____ Nays: _____ Absent: _____

Steve Nero
Mayor

Attest: _____
Amanda Szymiski
Village Clerk



**Village of Westmont
ADMINISTRATION**

31 West Quincy Street, Westmont, Illinois 60559

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

PROCLAMATION NO. P26-_____



NATIONAL POLICE WOMAN DAY 2026

WHEREAS: National Police Woman Day celebrates the contribution of female police officers who enforce law and order around the country, protecting their community, and work to keep citizens safe; and,

WHEREAS: This day celebrates the courage, dedication and leadership female police officers show each and every day; and,

WHEREAS: These brave women bring a unique perspective and invaluable set of skills to the work of protecting the community and to keeping citizens safe; and,

WHEREAS: Female law enforcement officers serve and protect our community, these women are 20% of our police force; and,

WHEREAS: Celebrating National Police Woman Day is an honor and shows all women considering a career in law enforcement that Westmont supports you; and,

THEREFORE, BE IT RESOLVED, I Steven T. Nero, by virtue of the authority vested in me, as Mayor of the Village of Westmont, do hereby proclaim September 12th, 2026 as **National Police Woman Day** in honor of the Female Officers of the Westmont Police Department.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 3rd day of September 2026.

Ayes: ____ Nays: ____ Absent: ____

APPROVED:

ATTEST:

Steven T. Nero, Mayor

Amanda Szymiski, Village Clerk



Fwd: Urgent Issue Regarding Residential Tree

keith reich <keithr4u@gmail.com>
To: aries@westmont.il.gov

Thu, Aug 27, 2026 at 2:57 PM

----- Forwarded message -----

From: keith reich <keithr4u@gmail.com>
Date: Thu, Aug 27, 2026, 11:57 AM
Subject: Urgent Issue Regarding Residential Tree
To: <aries@westmont.illinois.gov>, Fabiola Reich <faby4u82@gmail.com>, keith reich <keithr4u@gmail.com>

Date: August 27, 2026

Dear Amy,

I am writing to request your reconsideration regarding a 30-inch diameter Heritage tree on my property. While I deeply appreciate Westmont's dedication to preserving our Heritage trees, this tree holds sentimental value for to me because my mom who passed away 10 years ago planted it 57 years ago. Unfortunately, it has developed structural and safety issues that are actively impacting my home and my neighbors. I am currently in the process of going through the permitting process to replace my roof and deck. While I am updating both structures as part of general home maintenance, I am replacing the deck partly due to damage from multiple branches falling branches that have fallen and damaged it over the last few years. Despite our personal connection to the tree, its unique growth and current condition have created an unsafe environment:

Immediate Safety Concerns:

Over the years, the tree has unfortunately lost several large branches. One previously fell on the chain link fence on our boundary line, damaging our fence and narrowly missing my neighbor's children's playhouse. My neighbors are so concerned about the safety of the kids and house that they offered to split the cost of removing the tree. Most urgently, a large branch has cracked and died and is currently swinging precariously directly over the top of the active power line, looking as though it could drop at any moment.

Severe Leaning and Structural Conflicts:

Because a neighboring tree blocks its sunlight, this tree has grown with a major westward lean. All of its major branches curve sharply directly over the top of my current roof and deck. I don't want future damage from the tree to either the new roof or deck. The branches over the roof attached garage shade the roof a large portion of the day, and hang very low causing mold growth on the shingles. Because of this extreme growth pattern, where the branches are growing horizontally trying to get sun, it cannot be pruned into a safe shape and continues to threaten the structural integrity of my home.

Private Property and Infrastructure Damage:

The trunk of the tree is only 21 inches from the chain link fence on the boundary line for our back yards and the roots are bunching up pressing on the fence. Currently we can't replace the fence due to the tree as well.

I spoke with Ruthie at the Village Hall this morning, and showed her all of the pictures of the damage, and that the tree is leaning with all its branches trying to get sunlight by growing horizontally horizontally over the house, garage, and deck, as well as the deck, fence and concrete damage it has caused, as well as the dead cracked branch hanging over the power line. **I hired a tree removal service last week who is scheduled for tomorrow** after calling the Village to inquire whether I need a permit to remove it. I was told no, and I thanked the lady and hung up. A few days ago, I was talking to a co-worker about

taking the tree down, and he said I better call the Village back because a friend had an issue a few years ago in town when the tried to cut a tree down. I called back Tuesday and was told by the person that answered the same thing. All she told me was no permit was required. After asking more, she said I might want to reach out to Forestry or Code enforcement. That is the only reason I found out about the heritage Tree rule. Based on what I was initially told, I would never have known and been subjected to all of the fines and penalties!

I am asking that you make an exception in this case and please allow me to remove the tree tomorrow without penalties and fines. I must notify my tree guy today because he is scheduled to arrive in the morning with a crew. Feel free to go in my back yard to see the issue.

Thank you,

Keith Reich

215 N. Lincoln Street

Westmont

630-774-4306

Keithr4u@gmail.com



Amy Ries <aries@westmont.il.gov>

Fwd: 215 N Lincoln - Heritage tree inspection

David DeCicco <ddecicco@westmont.il.gov>
To: Amy Ries <aries@westmont.il.gov>

Fri, Aug 28, 2026 at 9:00 AM

----- Forwarded message -----

From: Tom Gallagher <tgallagher@westmont.il.gov>

Date: Tue, Aug 25, 2026 at 9:22 AM

Subject: 215 N Lincoln - Heritage tree inspection

To: Permitting for Community Development <permitting@westmont.il.gov>, David DeCicco <ddecicco@westmont.il.gov>, Jon Yeater <jyeater@westmont.il.gov>

Good morning,

This morning (8/25/2026), I conducted a ground inspection of a private Honey Locust at 215 N Lincoln for Keith Reich. Keith had the tree scheduled for removal this Friday, but realized the village deems it to fall under the Heritage tree definition. He has multiple concerns; branches have been falling on the deck, roof, and fence. The tree is leaning to the west over his house and his neighbor's house. Roots are breaking up his concrete pavers and shifting the chain link fence. He wants to replace the fence, but the tree is roughly 2.5' away from the fence line. He is concerned the tree will drop a branch on one of the neighbor's kids while they are playing in the back yard.

After my evaluation, I concluded the tree is in good health. The Honey Locust is in the backyard, just off the back deck on the south side of the property. It is roughly 5' from the deck and 2.5' from the fence. The tree has a DBH of 31.5'. The tree's overall health is good; however, it has multiple hanging and broken branches, and the crown and interior require trimming.

I offered my thoughts on how to mitigate his concerns as follows.

- Remove all broken and hanging branches.
- Raise tree off of roof with reduction cuts to multiple branches.
- Remove some of the interior branches to mitigate wind/storm damage.
- If installing a fence, do clean cuts to the roots.
- Set up a schedule to prune the tree on a regular basis. Suggested every 1-3 years to help reduce the number of falling branches and prevent growth close to the roof.

Please let me know if you need any other information. I have attached a few photos from my inspection.

--

Tom Gallagher

Senior Maintenance Worker - Arborist

Village of Westmont Public Works

ISA Certified Arborist # IL -9717AM

ISA Tree Risk Assessment Qualified

Phone: 331-271-3484

Email: tgallagher@westmont.il.gov

6 attachments



415 N Lincoln 2.jpg
363K



415 N Lincoln 6.jpg
328K



415 N Lincoln 5.jpg
330K



415 N Lincoln 3.jpg
18K

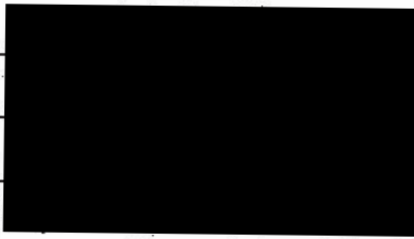
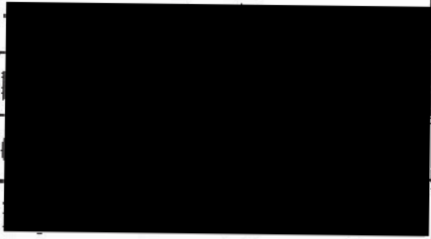


415 N Lincoln 1 .jpg
251K



415 n Lincoln 4.jpg
346K

PZC Case Number (office use only): **PZC 023-2026****Petitioner**

Petitioner Name:	Lily Tsai	Property Owner Name:	Sunflower Properties LLC
Petitioner Address:		Owner Address:	
City, State and Zip		City, State and Zip:	
Phone:		Phone:	
Email:		Email:	

Subject Property

Property Address (Subject Property):		53 W 59TH ST WESTMONT, IL 60559					
Property Identification Number(s) PIN(s):		09-16-301-006					
Lot Width	120	Lot Depth	293.47	Lot Area:	35216.4	Lot Acreage:	.81
Current Zoning:		R-3		Current Use:		VACANT LOT	
Description of Request/Project Title:		Sunflower Properties LLC Subdivision 53 W 59th St Westmont--Request to subdivide this lot into 2 separate R-3 lots to build 2 single family homes with an ADU to market for sale.					
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): <i>Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.</i>		LOT 6 IN BLOCK 1 IN FAIRVIEW ACRES, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1936 AS DOCUMENT 368165, IN DUPAGE COUNTY, ILLINOIS					

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the **Application fees are non-refundable** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Sunflower Properties LLC

Print Name of **Petitioner**

Lily Shaw, manager 6/22/26

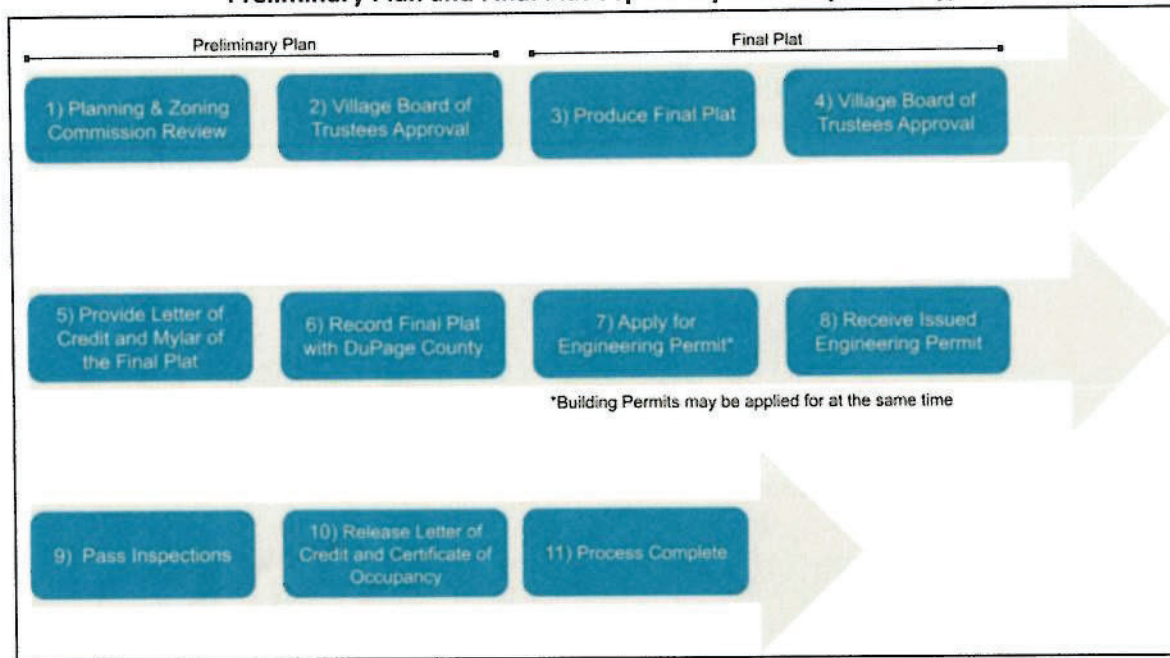
Signature of **Petitioner** and Date

OWNER SIGNATURE

(if different than the petitioner):

Print Name of **Property Owner**

Signature of **Property Owner** and Date

Preliminary Plan and Final Plat Separately Process (Generally)**Proposed Project Detailed Description**

Provide an overview of the requested subdivision, including the number of lots, access points, and other relevant information.

The purpose of this project is to subdivide the current address of 53 w 59th St Westmont, IL into 2 single family lots zoned R-3. The proposed size of the lots will be 60 x 293.47 each. Each lot will then be redeveloped and 1 single family home will be built on each lot and marketed to sell as new construction. Access to the lots will be from 59th St.

Trustee's Deed
(Illinois)

ELIZABETH M. CHAPLIN
RECORDER
DUPAGE COUNTY, IL
01/14/2026 11:39 AM
RHSP

DOC NO. R2026-003005
PAGES: 2

THE GRANTOR, Meilie Tsai, Trustee of the Meilie Tsai Family Trust dated December 16, 2022, of the City of Downers Grove, County of DuPage and State of Illinois for and in consideration of TEN and 00/100 DOLLARS, and other good and valuable consideration in hand aid, CONVEYS and QUIT-CLAIMS unto **THE GRANTEE, Sunflower Properties, LLC, 53W59**, a limited liability company series of 1102 Adelia Street, Downers Grove, IL the following described real estate in the County of DuPage and State of Illinois, to Wit:

LOT 6 IN BLOCK 1 IN FAIRVIEW ACRES, A SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1936 AS DOCUMENT 368165, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 09-16-301-006

PROPERTY ADDRESS: 53 W. 59th Street, Westmont, IL 60559

SUBJECT TO: General taxes for 2025 and subsequent years; Covenants, conditions and restrictions of record, if any;

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said trust agreement above mentioned.

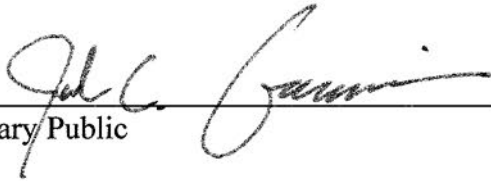
This is not homestead property as to Grantor.

Dated this 14th day of January 2026.


Meilie Tsai, Trustee

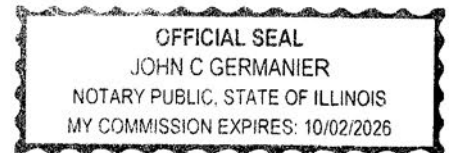
State of Illinois, County of DuPage ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Meilie Tsai as trustee aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as him free and voluntary act, for the uses and purposes therein set forth.



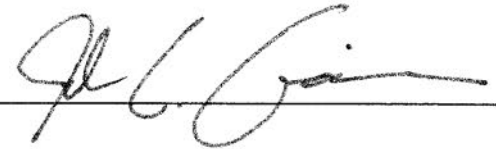
Notary Public

(Seal)



Exempt under the Real Estate Transfer Tax Law 35 ILCS 200/31-45 subparagraph e.

Date: 1.14.2026

Sign: 

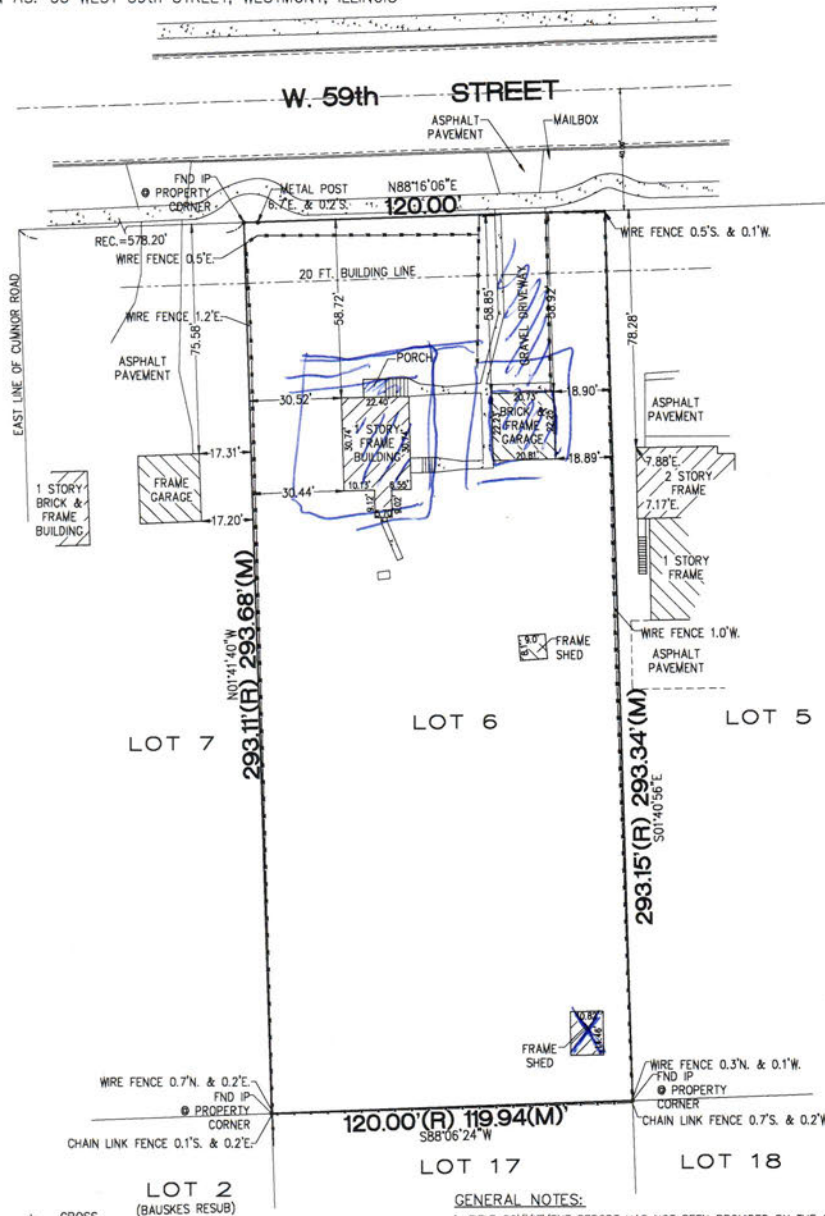
This instrument was prepared by: John C. Germanier Sisul & Germanier, LLC 5120 Main Street, Suite One Downers Grove, IL 60515	Send subsequent tax bills to: Sunflower Properties, LLC 1102 Adelia St. Downers Grove, IL 60516	Mail recorded document to: John C. Germanier Sisul & Germanier, LLC 5120 Main Street, Suite One Downers Grove, IL 60515
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PLAT OF SURVEY

OF

LOT 6 IN BLOCK 1 IN FAIRVIEW ACRES, ASUBDIVISION THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1936 AS DOCUMENT NO. 368165, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 53 WEST 59th STREET, WESTMONT, ILLINOIS



SET IRON PIPE + CROSS
PIPE REBAR/ROD - NOTCH

CHAIN LINK FENCE
WOOD FENCE
IRON FENCE

ABBREVIATIONS:

L = ARC LENGTH
R = RADIUS
CH = CHORD LENGTH
(r) = RECORD VALUE
(m) = MEASURED VALUE
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

N'LY = NORTHERLY
S'LY = SOUTHERLY
E'LY = EASTERLY
W'LY = WESTERLY
TYP = TYPICAL

SCALE 1 INCH EQUALS 40 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: GLENN HASS, ATTORNEY
DRAWN BY: KB
SURVEYED BY: AB/DF
ORDER NO: 18-025 PS

GENERAL NOTES:

1. TITLE COMMITMENT REPORT HAS NOT BEEN PROVIDED BY THE CLIENT FOR THIS SURVEY;
2. FOR BUILDINGS LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, TITLE COMMITMENT, ORDINANCE, ETC.
3. BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.
4. SURVEY IS BASED ON FIELD WORK COMPLETED ON JANUARY 28, 2018

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

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE

WE, GEOPOOL SURVEYORS, DO HEREBY STATE THAT WE HAVE PREPARED THE BOUNDARY SURVEY DEPICTED HEREON. THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

LEMONT, ILLINOIS

MARCH 6, 2018

Kenneth Kennedy

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003403
MY LICENSE EXPIRES 11/30/2018



SUBMITTED BY:
Name: _____
Address: _____

RETURN TO:
VILLAGE OF WESTMONT
31 W. QUINCY STREET
WESTMONT, IL 60559
(630) 981-6210

OWNER CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

This is to certify that the undersigned are the owners of the land described in the attached plat and have caused the same to be surveyed and platted as shown by the plat for uses and purposes as indicated therein, and do hereby acknowledge and adopt the same under the style and title thereon indicated.
Also, to the best of our knowledge, the proposed subdivision plat, in the village of Westmont, county of DuPage, state of Illinois, is located within the following school districts:

(School District Name & Address)

(School District Name & Address)

(School District Name & Address)

Dated at _____, Illinois, this ____ day
of _____, 2026.

SUNFLOWER PROPERTIES LLC

BY: _____
Meilie Tsai (Manager / Agent)

BY: _____
Lily Tsai (Manager / Agent)

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, a notary public in and for the said county and state aforesaid, do hereby certify that _____ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the said instruments as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

SURVEYOR CERTIFICATE

STATE OF WISCONSIN)
COUNTY OF WALWORTH) S.S.

This is to certify that I, Sean T. Krisch, Illinois Professional Land Surveyor No. 035-3082, have surveyed and subdivided the following described property:

LOT 6 IN BLOCK 1 IN FAIRVIEW ACRES, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1936 AS DOCUMENT 368165, IN DuPAGE COUNTY, ILLINOIS.

as shown by the annexed plat which is a correct representation of said survey and subdivision. All distances are shown in feet and decimals thereof. I further certify that all regulations enacted by the Village of Westmont relative to plats and subdivisions have been complied with in the preparation of this plat. I further certify that the land shown on this plat is not located within a special flood hazard area as identified by the Federal Emergency Management Agency per FIRM panel 17043C0188I effective date 8/1/2019.

Given under my hand and seal at Lake Geneva, Wisconsin, this 11th day of June, 2026.

Sean T. Krisch
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3082.
LICENSE EXPIRES NOVEMBER 30, 2026.

RECORDER OF DEEDS CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER _____
WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF DuPAGE COUNTY,
AFORESAID, ON THE ____ DAY

OF _____ A.D. 2026, AT ____

O'CLOCK ____M.

RECORDER OF DEEDS

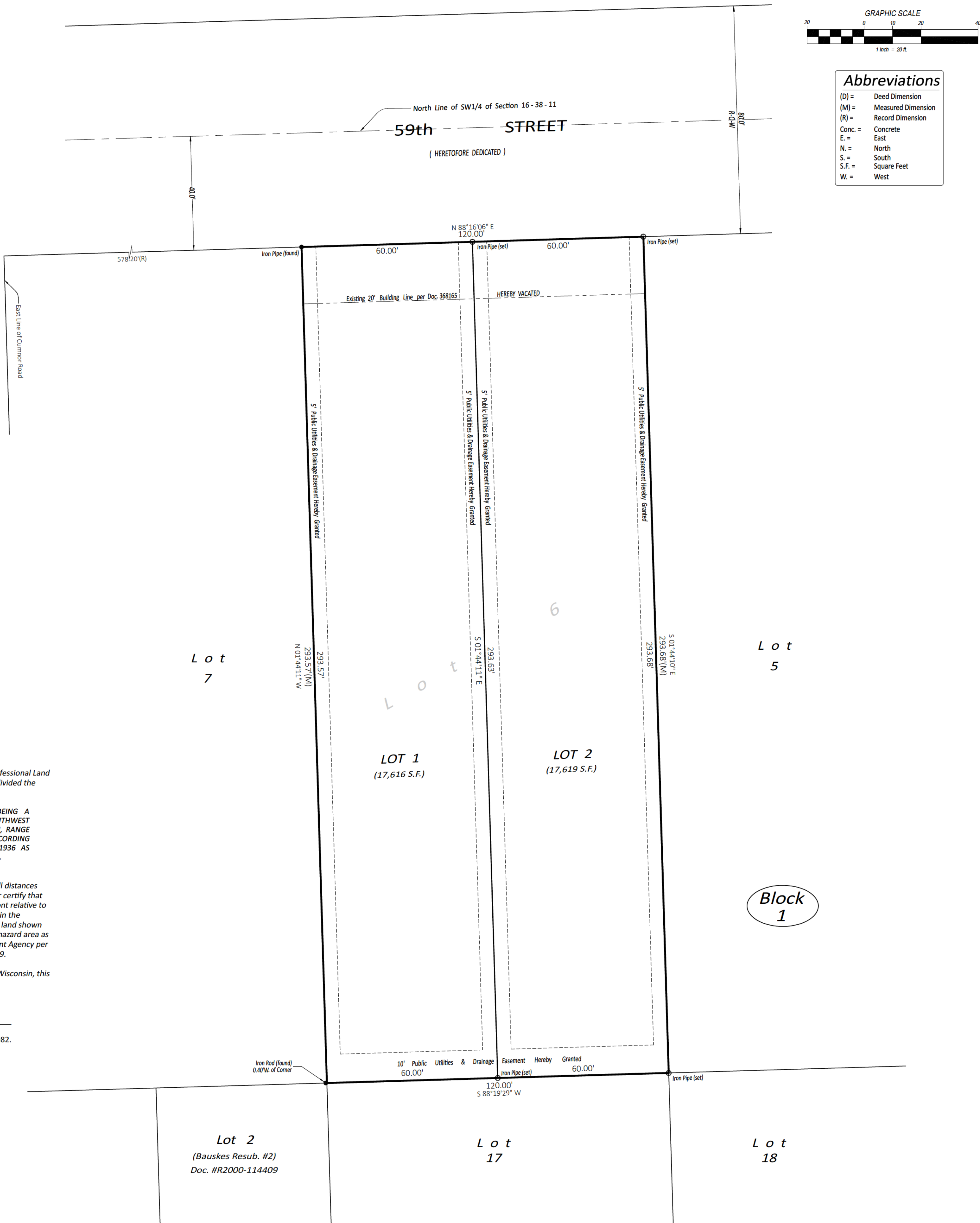
PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS:
Easements are hereby reserved for and granted to the Village of Westmont, Illinois, and those public utility companies operating under franchise from the Village of Westmont, including, but not limited to Commonwealth Edison Company, Northern Illinois Gas Company, SBC, and Comcast, and Downers Grove Sanitary District and to their successors and assigns, jointly and severally over all of the areas marked "Public Utilities and Drainage Easement" or marked P.U. & D.E. on the plat for the perpetual right, privilege and authority to install, construct, reconstruct, repair, inspect, maintain, operate and remove, from time to time, facilities used in connection with various utility transmission and distribution systems, including electricity, sounds and signals, gas pipelines, water pipelines, storm and sanitary sewers, and stormwater drainage paths, together with any and all necessary manholes, catch basins, connections, appliances, and other structures and appurtenances as may be deemed necessary, over, upon, along, under, and through said indicated easements, together with the right of access across the property as necessary. The right is also granted to cut down, trim or to remove any trees, roots, shrubs, or other plants on said indicated easements, as may reasonably be required incident to the right herein given, that interfere with the operation of the drainage path or utility, and the right to enter upon the property for all such purposes.

No permanent buildings or obstructions shall be placed on said indicated easements, without the prior written consent of Grantees, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses and rights. After installation of any such facilities, the grade of said easement shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. Where said indicated easements are used both for drainage, sewers and other utilities, the other utility installation(s) shall be subject to the ordinances of the Village of Westmont.

FINAL PLAT OF SUNFLOWER ESTATES SUBDIVISION

- of -

LOT 6 IN BLOCK 1 IN FAIRVIEW ACRES, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1936 AS DOCUMENT 368165, IN DuPAGE COUNTY, ILLINOIS.



PLANNING & ZONING COMMISSION CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, Chairman of the Village Planning and Zoning Commission, certify that on the ____ day of _____, 2026, this plat of subdivision was duly approved by the planning and zoning commission.

Chairman

Attest: _____
Secretary

SANITARY DISTRICT CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, EXECUTIVE DIRECTOR OF THE DOWNERS GROVE SANITARY DISTRICT, DuPAGE COUNTY, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN CONFIRMED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT _____, ILLINOIS, THIS ____ DAY

OF _____ A.D. 2026.

EXECUTIVE DIRECTOR

CERTIFICATE AS TO SPECIAL ASSESSMENTS:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, VILLAGE TREASURER OF THE VILLAGE OF WESTMONT, ILLINOIS, DO CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DATED AT WESTMONT, DuPAGE COUNTY, ILLINOIS, THIS ____

DAY OF _____ A.D. 2026.

TREASURER

COUNTY CLERK CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, COUNTY CLERK OF DuPAGE COUNTY, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE DuPAGE COUNTY CLERK AT WHEATON, ILLINOIS, THIS ____ DAY

OF _____ A.D. 2026.

DuPAGE COUNTY CLERK

VILLAGE CLERK CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, Village Clerk of the Village of Westmont, Illinois, hereby certify that this plat was presented to and by resolution duly approved by the Board of Trustees of said Village at its meeting held on _____, 2026, and that the required bond or other guarantee has been posted for the completion of the improvements required by the regulations of said Village.

In witness whereof I have hereto set my hand and seal of the Village of Westmont, Illinois this ____ day of _____, 2026.

VILLAGE CLERK

VILLAGE ENGINEER CERTIFICATE:

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

I, _____, village engineer of the Village of Westmont, Illinois, hereby certify that the improvements described in this plat and the plans and specifications therefor meet the minimum requirements of said Village and have been approved by all public authorities having jurisdiction thereof.

Dated at Westmont, DuPage County, Illinois, this ____ day of _____, 2026.

Village Engineer

P.I.N.: 09-16-301-006-0000

Date Prepared: June 11, 2026

PROJECT
26-032
CAD NAME
26-032_SP.dwg
SCALE
1" = 20'
SHEET
1 of 1
DRAWN BY
STK

PROJECT
SUNFLOWER ESTATES SUBDIVISION
PROPERTY ADDRESS:
51 & 53 W. 59th STREET
WESTMONT, IL 60559

PREPARED FOR:
SUNFLOWER PROPERTIES, LLC
1102 ADELIA STREET
DOWNERS GROVE, IL 60516

2.)	07.18.26	Village Review & Comment	STK		
1.)	07.08.26	Village Review & Comment	STK		
No.	Date	Revision Description	By:		



KRISCH LAND SURVEYING LLC
6718 REVERE Rd. DOWNERS GROVE, IL 60516
PHONE (630) 627-5589 / FAX (630) 627-5594
www.krischlandsurveying.com
IL. PROFESSIONAL DESIGN FIRM LICENSE No. 184-006866
COPYRIGHT © 2026
ALL RIGHTS RESERVED



VILLAGE OF WESTMONT
Board of Trustees Memorandum
September 3, 2026

Item for Board of Trustees Consideration:

Board to consider an ordinance approving requests from Sunflower Properties LLC for the property at 53 West 59th Street, Westmont, Illinois, 60559, for the following:

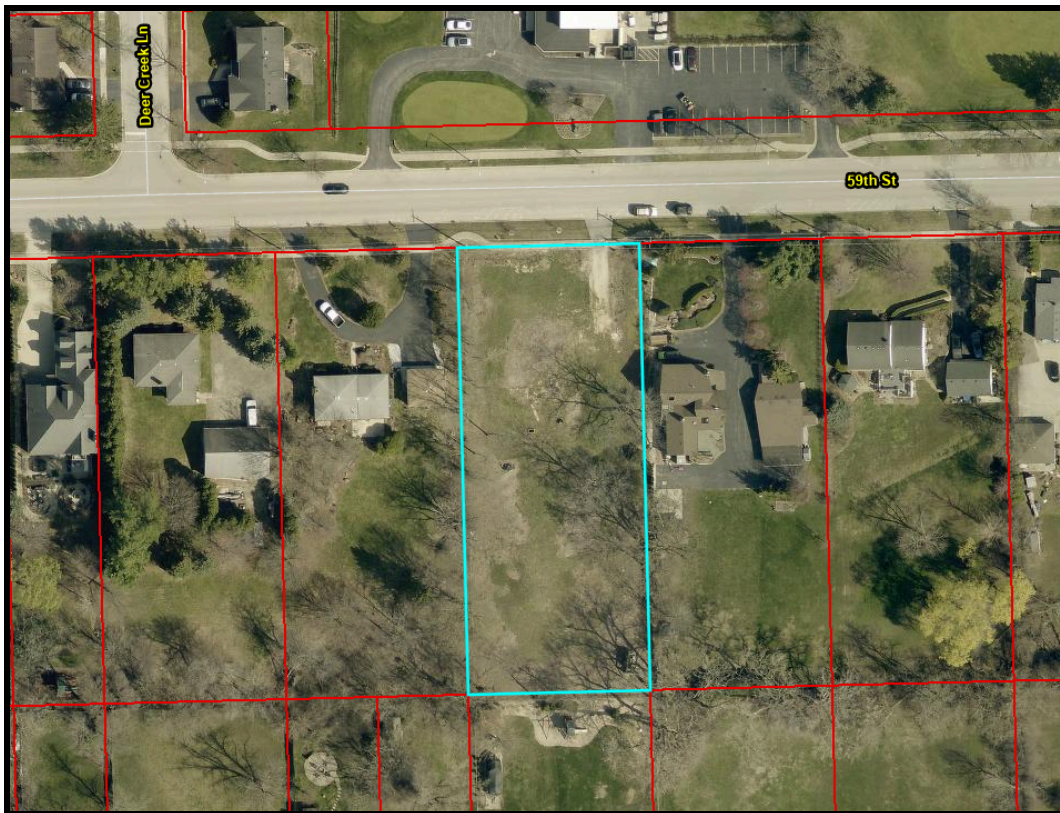
1. Preliminary Plan and Final Plat of Subdivision to subdivide one (1) lot into two (2) lots in the R-3 Single-Unit Residential District.

Planning & Zoning Commission Recommendation:

At their regular meeting on August 12, 2026, the Commission unanimously recommended approval of the preliminary plan (5-0, 2 absent).

I. BACKGROUND OF ITEM

- A. Location: 53 West 59th Street is located on the south side of 59th Street between Williams Street and Cumnor Road. The subject property is currently vacant, but was formerly improved with a detached single-unit home and a detached garage. Both buildings were demolished in 2019. The lot is currently 120 feet wide by 293 feet deep, for an area of 35,235 square feet, or 0.81 acres.



Aerial Map - 53 West 59th Street (source: DuPage County Parcel Viewer)



Zoning Map - 53 West 59th Street

B. Zoning Designations:

SUBJECT PROPERTY

R-3 Single-Unit Residential District

ALL ADJACENT PROPERTIES

R-3 Single-Unit Residential District

C. Neighborhood Characteristics

The lot is located in the Fairview Acres Subdivision, which was recorded in 1936. At the time of subdivision, the prominent lot size in this subdivision is 120 feet wide by 297 feet deep, similar to the subject property. Over the last 90 years, a majority of the properties to the south and west were subdivided into two 60 foot wide lots. All adjacent properties are zoned R-3 and except for the Twin Lakes Golf Club, are improved with detached houses. Multi-unit residential complexes exist within two blocks.



Street View - 53 West 59th Street

II. PETITIONER REQUEST:

The petitioner has requested a Preliminary Plan and Final Plat of Subdivision to subdivide one (1) lot into two (2) lots in the R-3 Single-Unit Residential District.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is R-3 Single-Unit Residential District, which is intended to create, maintain, and promote detached houses (f.k.a. single-family homes).

The Comprehensive Plan designates the future land use in this area as Single Family Detached Residential. Through this designation, the plan recommends that the design of new detached homes “...consider the established character of surrounding single-family areas.” The plan also recommends preserving and enhancing the Village’s housing stock through appropriately designed and scaled new construction.

B. Entitlement Request

The petitioner has provided plans and supporting documentation for the following request. Any corresponding code sections for entitlement approval consideration can be referenced in item V(B) below.

- **Preliminary Plan and Final Plat of Subdivision to subdivide one (1) lot into two (2) lots in the R-3 Single-Unit Residential District.**

A preliminary plan and final plat of subdivision must be approved to formally subdivide a lot. In this particular case, there are no structures to be demolished and the public right-of-way is fully improved. Since no engineering improvements are necessary. Therefore, the final plat of subdivision will serve as both the preliminary plan and final plat of subdivision.

The proposed final plat of subdivision demonstrates substantial compliance with the applicable requirements of Appendix B - Land Development. The table below lists the minimum lot width, depth, and area requirements for lots in the R-3 district and shows that the plan exceeds all minimums.

Chapter 95, Sec. 2.05: Lot and Building Regulations

R-3 Single-Unit Residential	Minimum Required	Proposed (both lots)	Compliance
Lot Width	50 ft.	60 ft.	Minimum met
Lot Depth	125 ft.	~293 ft.	Minimum met
Lot 1 Area	7,800 sq. ft.	17,616 sq. ft.	Minimum met
Lot 2 Area	7,800 sq. ft.	17,619 sq. ft.	Minimum met

If approved, the petitioner intends to build one detached house on each lot. As mentioned in the application, they intend to construct an accessory dwelling unit (ADU) internal to each home.

When a property is subdivided, impact fees are collected for the new lot(s) and are paid to the Westmont Park District, Westmont Library District, and the school districts serving the subject property. In this case, only one new lot is created, so only one set of impact fees must be paid. Each lot will pay ½ of the fee. The dollar amount is dependent on the bedroom count, and will be

determined when a building permit is applied for.

Although stormwater detention is not required for a subdivision of this size, Best Management Practices (BMPs) will be required. Further details on the BMPs will be worked out when a building permit for the new homes are submitted.

IV. SUMMARY

The petitioner has requested a preliminary plan and final plat of subdivision to subdivide 53 West 59th Street from one (1) lot into two (2) lots. The proposed plan meets the zoning and land development requirements for lots in the R-3 Single-Unit Residential district and is consistent with the recommendations of the Comprehensive Plan.

V. LEGAL

- A. Notification: No notification is required for subdivisions.
- B. Code References: Appendix B

VI. DOCUMENTS ATTACHED:

- 1. Petitioner Attachments received June 22, 2026 (Edited for VB):
 - a. Planning & Zoning Development Application, including the project narrative
 - b. Proof of Ownership
 - c. Plat of Survey
 - d. Preliminary Plan and Final Plat of Subdivision



VILLAGE OF WESTMONT
Board of Trustees Memorandum
September 3, 2026

Item for Board of Trustees Consideration:

Board to consider an ordinance approving requests from Moroz Music LLC (Petitioner) and Tulip Rentals LLC (Owner) for the property at 414 Plaza Drive, Suite 103, Westmont, Illinois, 60559, for the following:

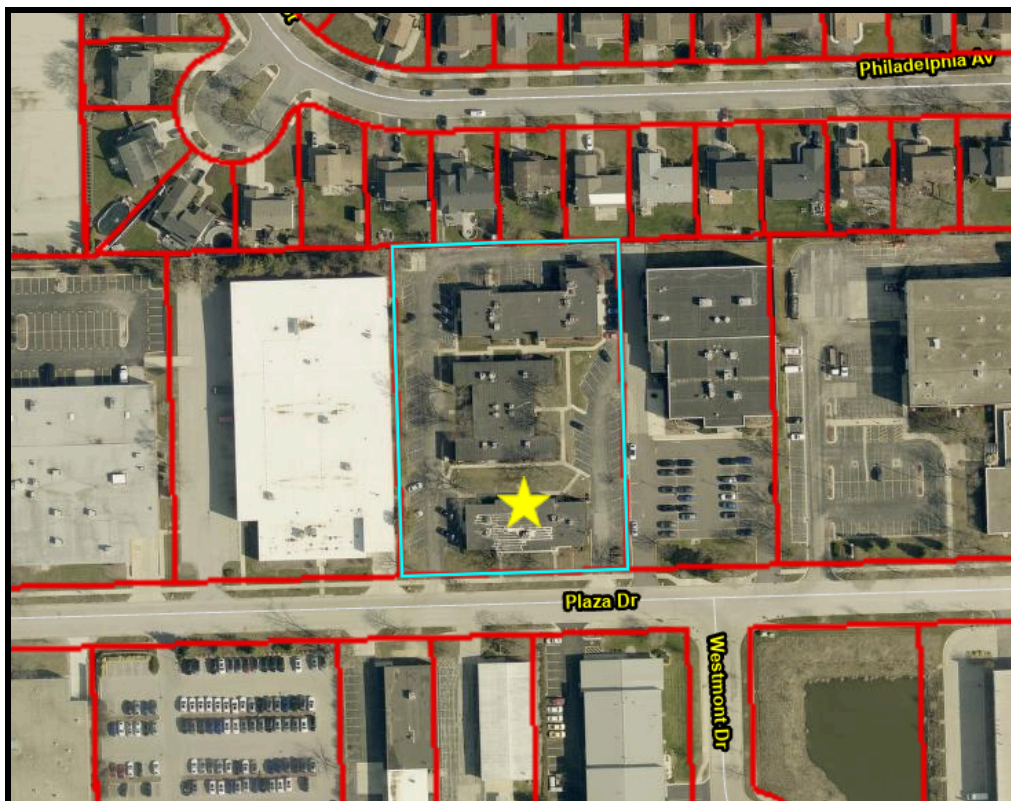
1. Special Use Permit to operate an Instructional Service business (private music lessons) in the M Manufacturing District.

Planning & Zoning Commission Recommendation:

At their regular meeting on August 12, 2026, the Planning & Zoning Commission unanimously recommended approval of the request (5-0, 2 absent). No members of the public provided comments on the request.

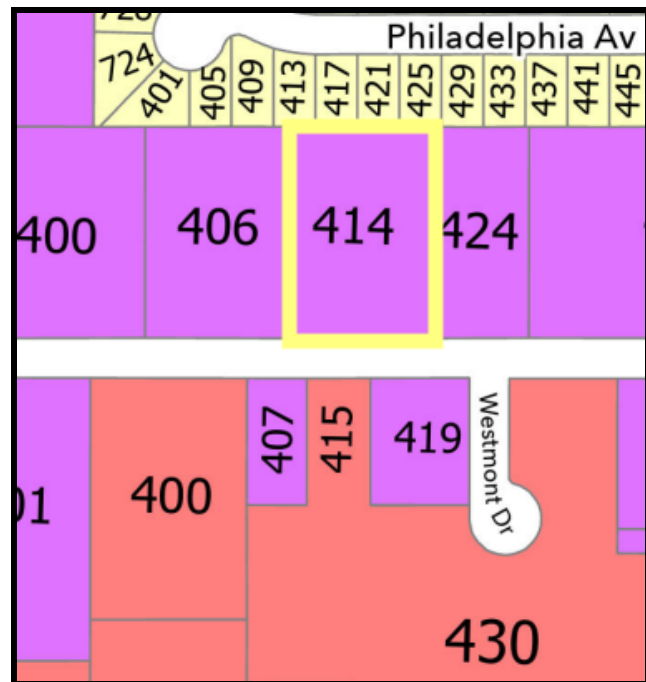
I. BACKGROUND OF ITEM

- A. Location: 414 Plaza Drive, Suite 103, is located northwest of the intersection of Plaza Drive and Westmont Drive. The subject property is about 1.93 acres in area, and is improved with three single-story office buildings. The majority of uses on the subject property include business offices, building services (contractor's offices), and instructional services (dance school and ceramic studio). The subject unit is located on the north side of the southernmost building.



Aerial Map - 414 Plaza Dr, Suite 103 (source: DuPage County Parcel Viewer)

Zoning Map - 414 Plaza Drive



B. Zoning Designations:

SUBJECT PROPERTY

M Manufacturing

NORTH

R-3 Single-Unit Residential

EAST & WEST

M Manufacturing

SOUTH

M Manufacturing & B-2 General Business

C. Neighborhood Characteristics

The lot is located in the Oakwood Industrial Plaza Unit 2 Subdivision, which was recorded in 1972. This is a phase of a planned industrial park, which was a component of an even larger development effort of the properties northeast of Cass and Ogden Avenues. The subject property contains three separate buildings, each containing office condominiums. Known businesses operating on this property include professional offices, building services (contractor's offices), research services, and instructional services (dance school and art lessons). Nearby land uses include the Westmont Park District Fitness Club, manufacturing uses along Plaza Drive, Laurel BMW of Westmont to the south, and detached homes in the Oakwood Subdivision to the north.

Front View - 414 Plaza Drive, Suite 103



II. PETITIONER REQUEST:

The petitioner has requested a Special Use Permit to operate an Instructional Service business in conjunction with a Professional Office in the M Manufacturing District.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning of the property is M Manufacturing District, which is intended to provide for an environment suitable for manufacturing activities that require a pleasant and nuisance-free environment and that will be compatible with nearby residential and business uses. The Comprehensive Plan designates the future land use in this area as Light Industrial/Business Park, which describes the designation as an employment center with more “industrial type uses” closer to Ty Warner Park. The Comprehensive Plan set the goal to support a strong and diversified office and industrial base in this employment center.

B. Entitlement Request

The petitioner has provided a project narrative and supporting documentation for the following request, including the necessary responses to the Special Use Standards. Any corresponding standards for entitlement approval consideration can be referenced in item V(B) below.

- **Special Use Permit to operate an Instructional Service business in the M Manufacturing District.**

Chapter 95, Section 6.01 requires that all instructional service businesses obtain a Special Use Permit in the M District to assess impacts like activities, noise, traffic, number of employees, and operating hours.

The petitioner proposes to operate Moroz Music LLC at 414 Plaza Drive, Suite 103. The petitioner will have two principal uses operating on site: a professional office for music consulting and an instructional service for private saxophone lessons. This is an example of a hybrid use allowed by Sec. 6.02(D)(2). Professional offices are a permitted use in the M district, and the petitioner is already operating the consulting business. Instructional services are allowed as a special use, hence the requested special use permit (SUP). Should the SUP be approved, the petitioner can begin offering private lessons out of the space in addition to the on-going office use.

The private music lessons will be for one student at a time, and the petitioner will be the only instructor on-site. Lessons are expected to be offered primarily Monday through Thursday between 4:00 p.m. and 9:00 p.m. If needed, lessons may occasionally be held on the weekend. The lessons will occur in a separate northern room adjacent to the exterior of the building. The office will take place in the western room, and the rest of the space will be used for music storage, support room, and a waiting area for parents. The location of the lessons helps mitigate noise impacts from adjacent units. The petitioner further explains that on-site testing with the landlord verified that any noise from the lesson room is practically inaudible from an adjacent unit.

While not subject to special use permit approval, the petitioner explains that their music consulting office encompasses consulting and coaching for music educators, as well as personal curriculum development and music composition and editing. A business registration for the office has already been approved and issued by the Village.

Chapter 95, Section 9.02 requires 2.5 parking spaces per 1,000 square feet of floor area for offices and 1 space per 7 students + 1 per employee for instructional services. The submitted floor plan shows that the unit is approximately 1,044 square feet. This results in a total parking minimum of 4 spaces. The entire property contains 72 spaces, which is sufficient parking to meet the minimum requirement for all known uses. The petitioner has provided a traffic statement, explaining that the one-on-one lesson structure should not burden the complex’s parking lot, as it is expected that only

two parking spaces will be needed at a time (one for the petitioner and the other for a student).

The use must be considered to the Special Use standards, which are listed below:

Special Use Permit Review and Approval Criteria (Sec. 14.04(H)):

No special use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed special use is consistent with and in substantial compliance with all village ordinances and regulations and that the applicant has presented evidence to support each of the following conclusions:

- (1) That the proposed use or activity is expressly authorized in this zoning ordinance as a special use;*
- (2) That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;*
- (3) That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;*
- (4) That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;*
- (5) That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and*
- (6) That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.*

IV. SUMMARY

The petitioner has requested a Special Use Permit to operate an Instructional Service business in conjunction with a Professional Office in the M Manufacturing District. The request complies with both the requirements of the Zoning Ordinance and the recommendations from the Comprehensive Plan, and is subject to the standards of Special Use Permit approval.

V. LEGAL

- A. Notification: A legal notice was published in Westmont Suburban Life on July 23, 2026.
- B. Code References: Chapter 95, Sections 6.01; 14.04

VI. DOCUMENTS ATTACHED:

1. Findings of Fact
2. Publication notice appearing in the July 23, 2026 Westmont Suburban Life
3. Petitioner Attachments received June 30, 2026 (Edited for VB):
 - a. Planning & Zoning Development Application, with responses to the Special Use Standards
 - b. Project Narrative
 - c. Proposed Floor Plan
 - d. Traffic Impact Statement
 - e. Proof of Site Control (signed lease agreement)

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF AUGUST 12, 2026

PZC 024-2025: Moroz Music LLC, regarding 414 Plaza Drive, Suite 103, Westmont.

Request for a special use to operate an Instructional Service business (private music lessons) in the M Manufacturing District.

CRITERIA NO. 1: That the proposed use or activity is expressly authorized in this zoning ordinance as a special use.

FINDINGS OF FACT: Article VI – Principal Uses, Table VI-1, of the Westmont Zoning Ordinance specifically authorizes the operation of an “Instructional Service” use as a special use in the M Manufacturing District. Article VI, Section 6.04(B)(2)(e) defines an “Instruction Service” use as one that provides individual or small group instruction or training in fine arts, music, dance, drama, language or similar activities, and the Petitioner’s proposed indoor private music lessons studio qualifies as an “Instructional Service” use that is eligible for a special use permit.

CRITERIA NO. 2: That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

FINDINGS OF FACT: The proposed use will provide individual, appointment-based music instruction and education to residents of the Village and surrounding communities. This proposed use is in the interest of the public convenience and it will contribute to the general welfare of the community it that it will provide a low-impact service that supports art education, personal development, and community enrichment. This instructional service use and accompanying office use are productive uses of this office space and consistent with other uses within the buildings on this property.

CRITERIA NO. 3: That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.

FINDINGS OF FACT: The proposed use will be conducted completely indoors. Sound testing by the owner demonstrated that the proposed use will have no adverse noise impacts on neighboring office uses. The hours of operation (generally 4:00 p.m. to 9:00 p.m., M-Th) will occur when other users of the building have ceased their operations. The music lessons will be appointment-based and provided to one student at a time. The proposed use will not generate adverse noise, odors, light, traffic, parking, or health impacts, and it will not be detrimental to adjacent office uses or adjacent properties.

CRITERIA NO. 4: That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

FINDINGS OF FACT: Surrounding properties are fully developed. This proposed use will occupy an existing office space within an existing building that was built-out for office and related uses. Allowing this use will not impede the development or redevelopment of surrounding properties.

CRITERIA NO. 5: That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.

FINDINGS OF FACT: The existing building and office are already adequately served by necessary utilities, roadways, off-street parking facilities, sidewalks, and other essential facilities and infrastructure.

CRITERIA NO. 6: That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

FINDINGS OF FACT: The proposed use complies with all other requirements of the Zoning Ordinance, and no zoning variances or other special use permits are required.

Certificate of the Publication

Westmont Suburban Life

Description: 414 PLAZA DR STE 103
2338640

VILLAGE OF WESTMONT
31 W QUINCY ST
WESTMONT IL 60559

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

A notice, a true copy of which is attached, was published one time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 07/23/2026

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Jennifer Heintzelman, its Director of Public Notices, at Westmont, Illinois, on 23rd day of July, A.D. 2026

Shaw Media By:

Shaw Media, Director of Public Notices

By: Jennifer Heintzelman/
its Director of Public Notices

Account Number 10074602

Amount \$95.74

LEGAL NOTICE / PUBLIC
NOTICE VILLAGE OF
WESTMONT PLANNING
AND ZONING COMMISSION
NOTICE OF PUBLICATION
NOTICE IS HEREBY GIVEN
that a public hearing has
been scheduled before the
Westmont Planning and
Zoning Commission to be
held on Wednesday, August
12, 2026 at 6:00 P.M. in
the Westmont Village Hall,
31 W. Quincy St.,
Westmont, Illinois 60559.
The purpose of the hearing is
to consider a request from
Moroz Music LLC (Petitioner)
and Tulip Rentals LLC
(Owner) for the property at
414 Plaza Drive, Suite 103,
Westmont, Illinois, 60559,
for the following:
1. Special Use Permit to
operate an Instructional
Service business (private
music lessons) in the M
Manufacturing District.
PIN: 09-03-214-003
More Common Location:
414 Plaza Drive, Suite 103,
Westmont, Illinois, 60559
Village Code(s) Applicable:
Chapter 95, Sections 6.01;
14.04
Note: Any person who has a
disability requiring a
reasonable accommodation
to participate in the meeting
should contact the ADA
Compliance Officer, 8:00
A.M. to 4:00 P.M. Monday
through Friday, Village of
Westmont, Illinois, 60559;
or telephone (630) 981-
6210 voice, within a
reasonable time before the
meeting. All interested
persons in attendance will be
allowed to express their
views.
WESTMONT PLANNING AND
ZONING COMMISSION
Doug Carmichael,
Chairperson
(Published in Westmont
Suburban Life July 23,
2026) 2338640

PZC Case Number (office use only): **PZC 024-2026****Petitioner**

Petitioner Name:	Moroz Music LLC	Property Owner Name:	Tulip Rentals LLC
Petitioner Address:	414 Plaza Dr Suite 103	Owner Address:	414 Plaza Dr Suite 101
City, State and Zip	Westmont, IL 60559	City, State and Zip:	Westmont, IL 60559
Phone:		Phone:	
Email:		Email:	

Subject Property

Property Address (Subject Property):				414 Plaza Dr Suite 103			
Property Identification Number(s) PIN(s):				09-03-214-003			
Lot Width	240	Lot Depth	350	Lot Area:	84000	Lot Acreage:	1.9
Current Zoning:		M Manufacturing		Current Use:		Offices	
Description of Request/Project Title:				Special Use Permit for Instructional Services in the M District			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): <i>Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.</i>							

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

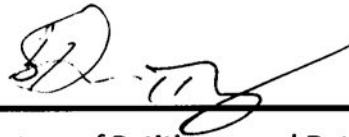
BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the **Application fees are non-refundable** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Moroz Music LLC, Dan Moroz, Manager

Print Name of **Petitioner**

 6/30/26

Signature of **Petitioner** and Date

OWNER SIGNATURE

(if different than the petitioner):

Tulip Rentals LLC, Salvador Reyes, Manager

Print Name of **Property Owner**

 06/30/26

Signature of **Property Owner** and Date



Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

cd@westmont.il.gov | 630-981-6250
westmont.illinois.gov | 630-981-6200

PZC Case Number (office use only):

PZC 024-2026

Application for Special Use Permit

Certain uses may be necessary or desirable to allow in a zoning district, but the use may have a unique, special, or unusual impact on the use and enjoyment of neighboring properties or public facilities. The special use process is designed to allow these unique uses to operate in an appropriate location and/or explain how potential impacts will be mitigated.

Proposed Special Use Project Details

State the scope of the work and indicate the specific special use you are requesting. Attach business plans, diagrams, drawings or other information as may be useful to the Planning and Zoning Commission and Village Board of Trustees in understanding your special use request. You must indicate the specific sections of the Zoning Ordinance for which the special use is sought. Please consult Village staff for confirmation.

Ch. 95, Sec 6.01 - I am seeking a Special Use Permit to allow instructional services (private saxophone lessons) out of my office at 414 Plaza Dr Suite 103. This will have no impact on parking, as instruction is one client at a time. There will be no construction or impact to the building, grounds, or surrounding area in any way. The owner has approved this usage and has agreed that sound mitigation or other accomadations aren't necessary.

Special Use Standards

The Village of Westmont is obligated to make specific findings of fact for all special use applications according to the Village's Zoning Ordinance and Illinois State Statutes. **Applicants are REQUIRED to submit written evidence and/or analysis of the standards for special use permits below. Additionally, applicants are strongly encouraged to review the standards for special use permits in preparation for their case during the Planning and Zoning Commission public hearing.** A proposed special use shall substantially meet the following standards in order to obtain the recommendation of the Planning and Zoning Commission and approval of the Board of Trustees¹:

1. That the proposed use or activity is expressly authorized in this zoning ordinance as a special use.

Ch. 95, Sec 6.01 allows instructional services as a special use in the M district.

¹ Standards for Special Use Permits pursuant to Chapter 95 - Zoning, Sec. 14.04(H) Review and Approval Criteria

2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed usage will provide appointment-based music education for residents of Westmont and the surrounding communities. It offers a low-impact educational service that supports arts education, personal development, and community enrichment while making productive use of existing office space.

3. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to the property values or improvements in the vicinity.

Lessons will operate by appointment only with one student at a time, generating minimal traffic, no outdoor activity, and no impacts on public health or safety.

4. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The proposed use complements surrounding commercial and industrial development by utilizing existing office space without altering the property's existing use or limiting future development.

5. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.

The existing building provides adequate utilities, parking, access, drainage, and other necessary infrastructure to support the proposed use without modification.

6. That the proposed special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of the zoning ordinance.

The proposed special use will comply with all applicable requirements of the Village of Westmont Zoning Ordinance. No variances are requested, and the use will operate in accordance with all conditions of Special Use approval and other applicable Village regulations.

If there are special conditions and/or supplemental regulations, please write the condition/regulation (with the code section and number) and response in the box below.



DAN MOROZ

414 Plaza Dr Suite 103
Westmont, IL 60559



June 30th, 2026

Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

Re: Special Use Permit Application – Private Music Instruction

Dear Planning and Zoning Staff,

Please accept this letter in support of my application for a Special Use Permit to operate a part-time, private saxophone instruction studio within my existing ground-floor office space. The office is primarily used for administrative work related to my music education consulting business, including email, marketing, virtual meetings, curriculum development, music composition, and editing. I also provide professional consulting and coaching for music educators through virtual meetings and administrative support. The proposed secondary use is limited in scope and intensity. Instruction will consist exclusively of one-on-one lessons conducted by appointment, with only one student on the premises at any given time. I will be the sole employee and instructor, and no additional staff are proposed.

The teaching studio will operate primarily Monday through Thursday from 4:00 p.m. to 9:00 p.m. Should demand increase, limited Saturday morning and/or Sunday evening lesson times may be added while maintaining the same one-student-at-a-time operating model. General operations are straightforward and low impact. Students will arrive individually for scheduled lessons, receive instruction, and depart before the next appointment. There will be no group classes, recitals, retail sales, or other activities that would increase occupancy, parking demand, or traffic.

The proposed use is compatible with the property's M District zoning designation and is well suited for the existing office environment. The building provides effective sound isolation, existing parking is more than adequate during the proposed operating hours, and the anticipated traffic generated by the business is negligible.

I respectfully request the Village's consideration and approval of this Special Use Permit. I appreciate your time and review of my application and would be pleased to provide any additional information or answer any questions the Village may have.

Thank you for your consideration.

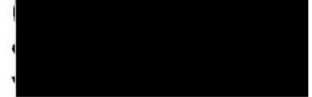
Sincerely,

Dan Moroz



DAN MOROZ

414 Plaza Dr Suite 103
Westmont, IL 60559



The Request: Special Use Permit to allow part-time, one-on-one saxophone instruction within an existing ground-floor office space.

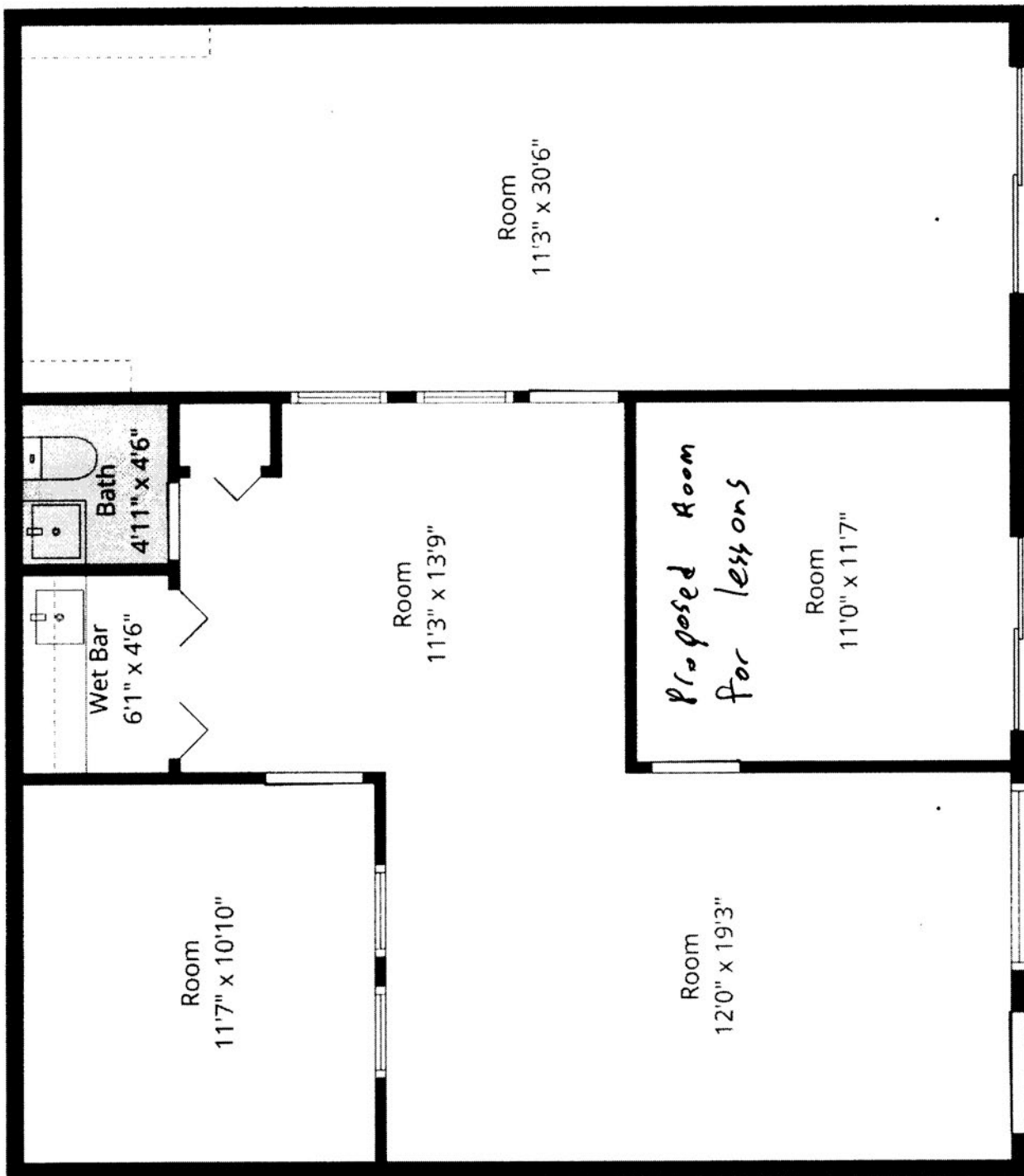
Zoning Compliance: Located in the M District, where educational and low-impact professional services are compatible as a special use.

The Operation: Private lessons will occur Monday through Thursday from 4:00 PM to 9:00 PM, and will be one student on-site at a time. Saturday mornings and/or Sunday evenings may be added if weekday capacity is reached.

Acoustic Impact: The building structure natively isolates sound; the adjacent primary tenant (the property landlord) has verified that live saxophone testing is completely inaudible from inside his shared-wall office space. The sound is mildly audible on the outside, but quieter than cars in the parking lot, trucks driving past on the street, or people having a conversation outdoors. It is the belief of both property owner and tenant that sound mitigation is unnecessary for the intended use.

Traffic & Parking: The multi-unit complex features a dedicated off-street parking lot with ample stall capacity during the requested evening hours. This will in no way add to the flow of traffic or stress the current parking situation.

Vacant



Vacant

Owner's office

outside

Total: 1065 sq. ft
1st Floor: 1065 sq. ft
Excluded Areas: Walls: 66 sq. ft





DAN MOROZ

414 Plaza Dr Suite 103
Westmont, IL 60559



Traffic Impact Statement

This Traffic Impact Statement is submitted in support of the Special Use Permit application for the operation of a private music instruction studio at the above-referenced property.

The proposed use consists exclusively of one-on-one music lessons conducted by appointment. Only a single student (and, when applicable, a parent or guardian) will be present for each lesson. Lessons are scheduled individually with sufficient time between appointments to prevent overlap and eliminate congestion.

The proposed operation is expected to generate only a minimal number of vehicle trips, comparable to or less than those associated with a typical residential use. There will be no group classes, performances, special events, or high-volume customer traffic. As a result, the business will not create any measurable increase in traffic volume, parking demand, or congestion on adjacent streets.

The existing roadway network and available on-site parking are sufficient to accommodate the limited vehicle trips associated with the proposed use. No modifications to traffic circulation, access, or parking are anticipated or required.

Based on the nature and scale of the proposed operation, the business is not expected to have any adverse impact on traffic conditions or public safety. The proposed use is therefore considered to have a negligible traffic impact on the surrounding neighborhood.

XXI. Waiver. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXII. Governing Law. This Lease shall be governed by the laws of the State of
ILLINOIS _____.

XXIII. Notices. Payments and notices shall be addressed to the following:

Lessor

Tulip Rentals LLC

414 Plaza Drive, Unit 100, Westmont, IL 60559

Lessee

Moroz Music LLC

XXIV. Amendment. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXV. Binding Effect. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this ____ day of _____, 20____.

Lessee's Signature

Signed by:

Dan Moroz 6/18/2026

13643573EAB94BA...

Printed Name

Dan Moroz

Lessor's Signature

DocuSigned by:

Salvador Reyes 6/18/2026

5DAF201194BA4EC...

Printed Name

Salvador Reyes

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____

_____ County, ss.

On this ____ day of _____, 20____, before me appeared _____, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____

PZC Case Number (office use only):

Petitioner

Petitioner Name:	Mitchell Dvorak	Property Owner Name:	Treute Family LLC
Petitioner Address:		Owner Address:	
City, State and Zip		City, State and Zip:	
Phone:		Phone:	
Email:		Email:	

Subject Property

Property Address (Subject Property):				430 Plaza Dr			
Property Identification Number(s) PIN(s):				09-03-205-025-0000			
Lot Width	480'	Lot Depth	350'	Lot Area:	168000	Lot Acreage:	3.875
Current Zoning:				Current Use:			
Description of Request/Project Title:				Paving, Dock door/ Rear warehouse dock door			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): <i>Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.</i>				Lot 1 in Intervarsity press re-subdivision, being a subdivision in the north half of section 3, township 38 North, Range 11, east of the third principal meridian, according to the pat thereof recorded march 27th, 2007 as document R2007-056512, in Dupage county, Illinois			

Proposed Project Detailed Description

State the scope of the work, noting the gross floor area, number of dwelling or commercial units, etc. Attach such diagrams, drawings or other information as may be useful to the Planning and Zoning Commission in understanding the request.

Scope:

This is a zoned commercial property owned by Great Lakes Plumbing and Heating who is the only tenant

This project would entail paving from the existing parking lot to the new dock door location along the north side of the property, addition of a dock door and loader, and an access door with a staircase. Prior to paving new underground sewers will bring runoff water to a designated retention area on the northeast of the property.

Gross paving area

3965 sq/ft bituminous HMA Pavement

2632 sq/ft concrete pavement

Minimum Submittal Requirements - Checklist

The below documents are required for all site plans, unless otherwise stated by Village staff. Documents may be waived or added based on the context of the requested plan.

- ☐ Original signed application with all original signatures and required responses
- ☐ Cover letter explaining the request, entitlements sought, and list of application materials
- ☐ Plat of Survey (prepared by an Illinois Registered Land Surveyor) showing all existing conditions
- ☐ Copy of deed, lease, or similar document to provide proof of parcel ownership or site control
- ☐ A check payable to "Village of Westmont" with proper application fee per Appendix C
- ☐ Escrow deposit and additional payment if requested by staff
- ☐ Site and landscaping plans drawn to scale and large enough to clearly show all the applicable information required to determine compliance with Section 14.05(D) of the Zoning Ordinance. A template to be used for the site plan and the landscaping plan is attached to this application

All required items shall be submitted together. Staff review will not begin until it has been determined that all required items have been submitted and are complete. All documents shall be folded to fit into a legal size folder.

It is strongly recommended that the applicant schedule a pre-application meeting with the Planning & Zoning Division prior to submitting to understand the required documents and timeline.

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the **Application fees are non-refundable** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Matt Treutelaar

Print Name of **Petitioner**

 6/30/2026
Signature of **Petitioner** and Date

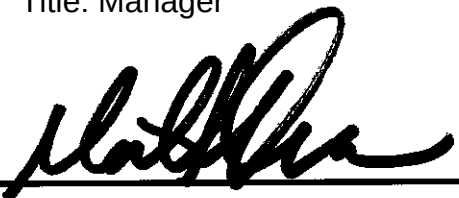
Title: Manager

OWNER SIGNATURE

(if different than the petitioner):

Treute Family LLC

Print Name of **Property Owner**

 6/30/2026
Signature of **Property Owner** and Date



DVORAK RENOVATIONS LLC

Mitchell Dvorak

[REDACTED]
Dvorak Renovations LLC

[REDACTED]
Date (0619/26)

PROJECT: Dock Door & Man door, stairs, paving, grading, retention

Customer: Great Lakes Plumbing and Heating

Address: 430 Plaza dr
Westmont, IL 60559

To whom it may concern,

Dvorak Renovations is submitting on behalf of Great Lakes Plumbing and Heating to add a Loading Dock door including a man door with stairs on the north side of their building. This added loading location will increase efficiency and limit loading fabricated products through the main warehouse and onto a truck in the parking lot. In addition to being more efficient for Great Lakes this will reduce the amount of time trucks and forklifts would be operating in the parking lot making noise.

This project would entail paving from the existing parking lot to the new dock door location along the north side of the property, addition of the dock door and loader, and an access door with a staircase. Prior to paving new underground sewars will bring runoff to a designated retention area on the North east of the property.

Included for your consideration is the following...

- Civil engineer sealed permit drawings
- Architectural sealed drawings for construction to the building itself.
- Plat of survey
- Civil survey
- Proof of ownership (Illinois Commercial Lease Agreement)
- Sealed Landscaping plans
- Escrow form

Please feel free to reach out with any questions or if any other documents are needed

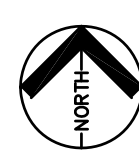
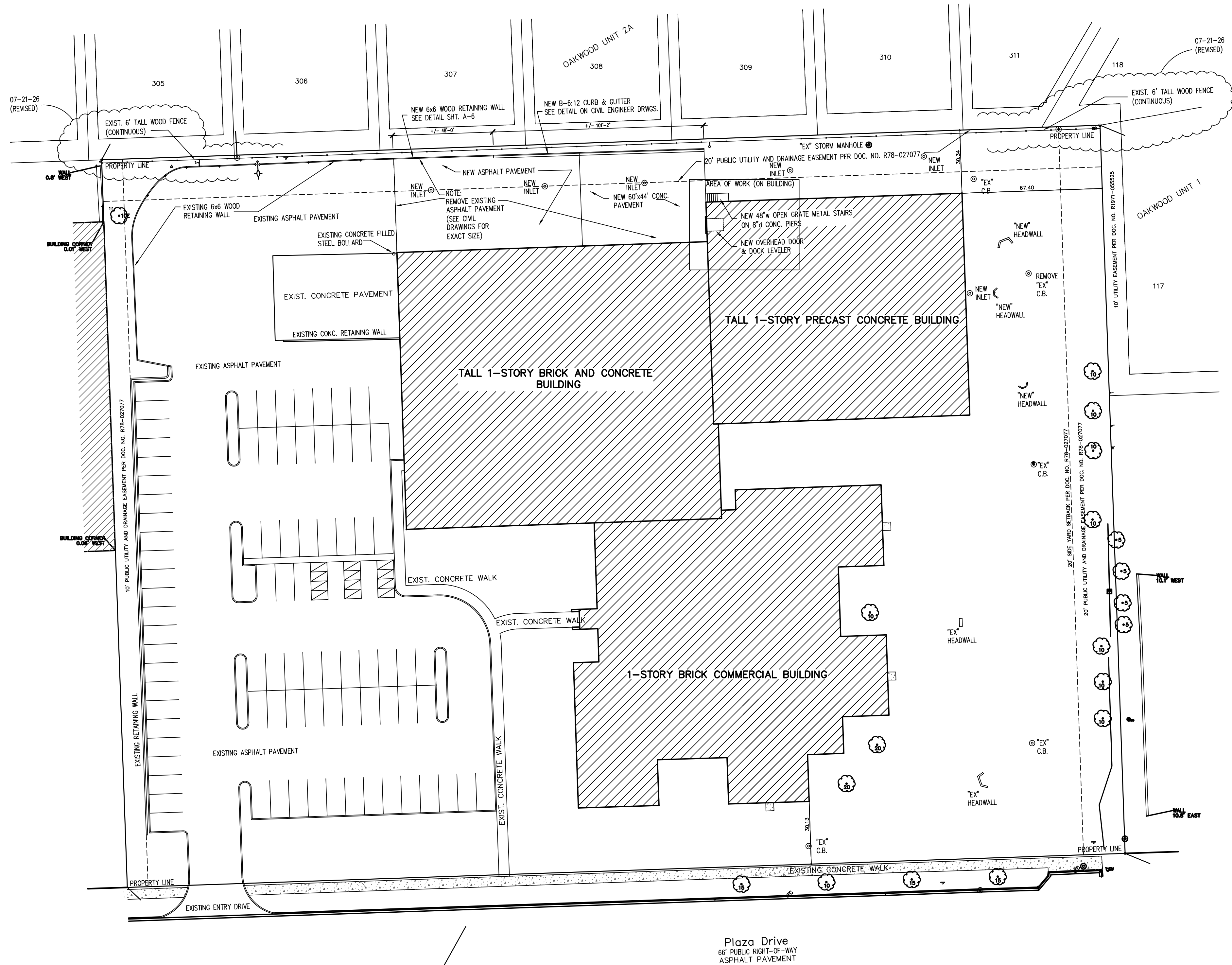


DVORAK RENOVATIONS LLC

Best Regards,

Mitchell Dvorak
Dvorak Renovations LLC

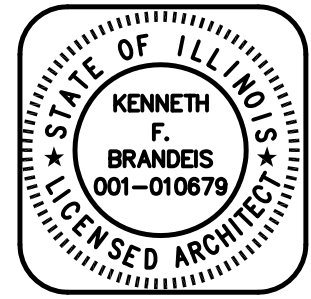




ARCHITECTURAL SITE PLAN

SCALE: 1" = 30'

NOTE:
SEE "W.M.A." CIVIL ENGINEERING DRAWINGS FOR FINAL SITE DEVELOPMENT PLANS
INCLUDING TOPOGRAPHY, PAVING AND STORM WATER MANAGEMENT



JAKL BRANDEIS ARCHITECTS LTD.

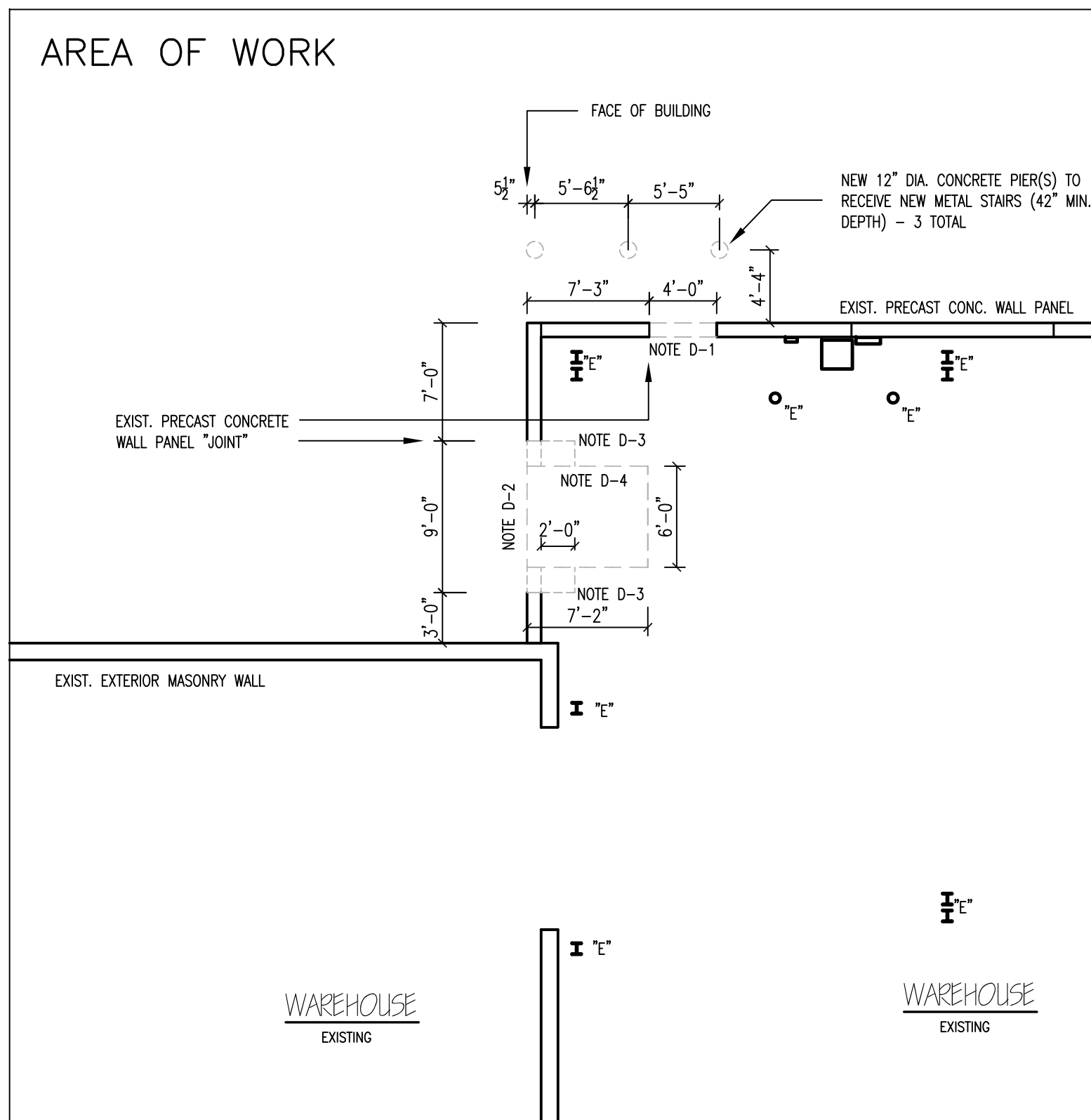
1800 WEST HAWTHORNE LANE
WEST CHICAGO, ILLINOIS 60185

PH. (630) 562-3900 FAX (630) 562-2570

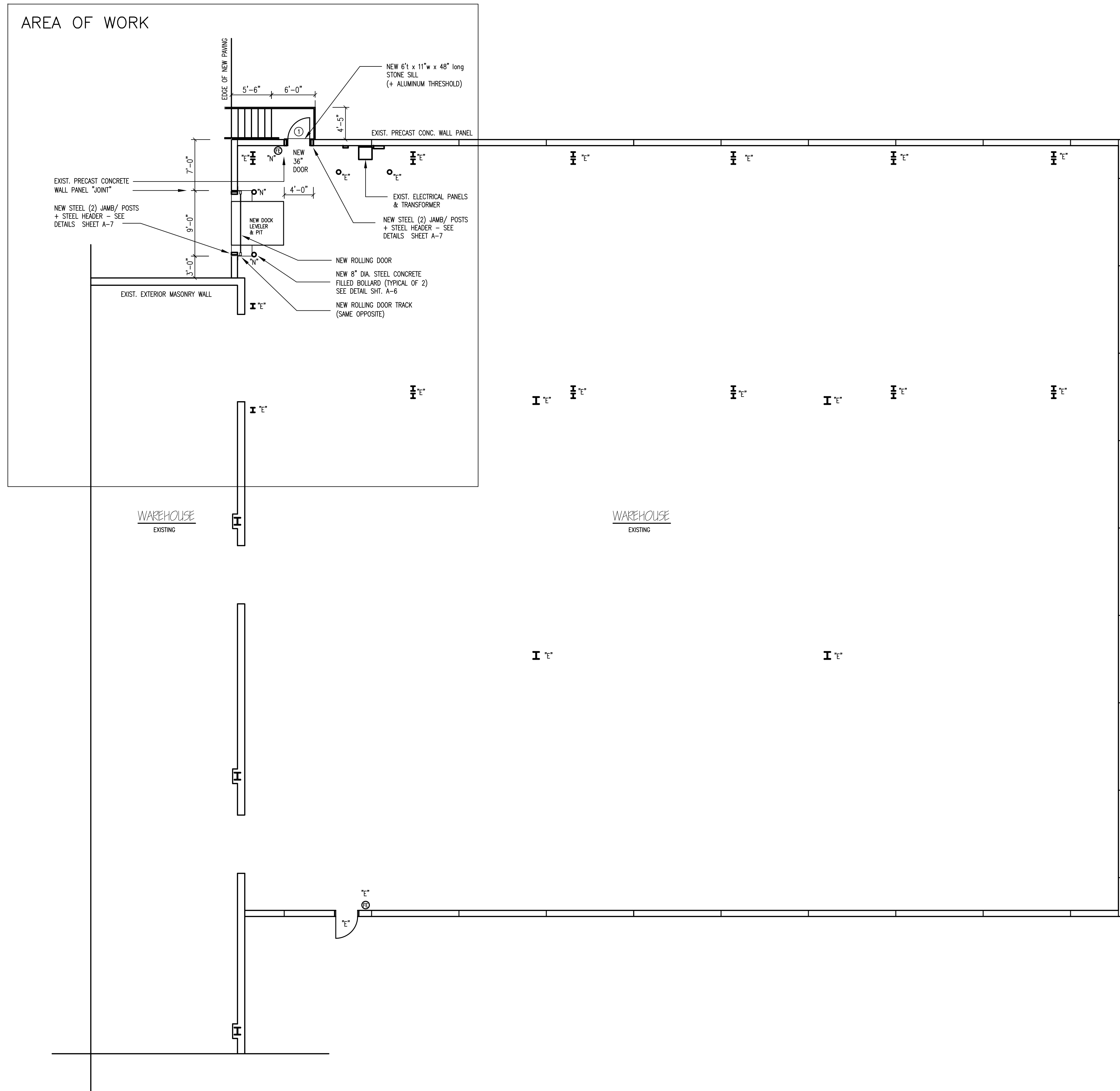
ISSUE	DATE
FOR PERMIT	04-30-26
ZONING REVISIONS	07-21-26

NEW GARAGE DOOR & DRIVEWAY FOR
GREAT LAKES PLUMBING & HEATING CO.
430 PLAZA DRIVE
WESTMONT, ILLINOIS
ARCHITECTURAL SITE PLAN

MUIR
Sheet No.
A-2
2 of 7

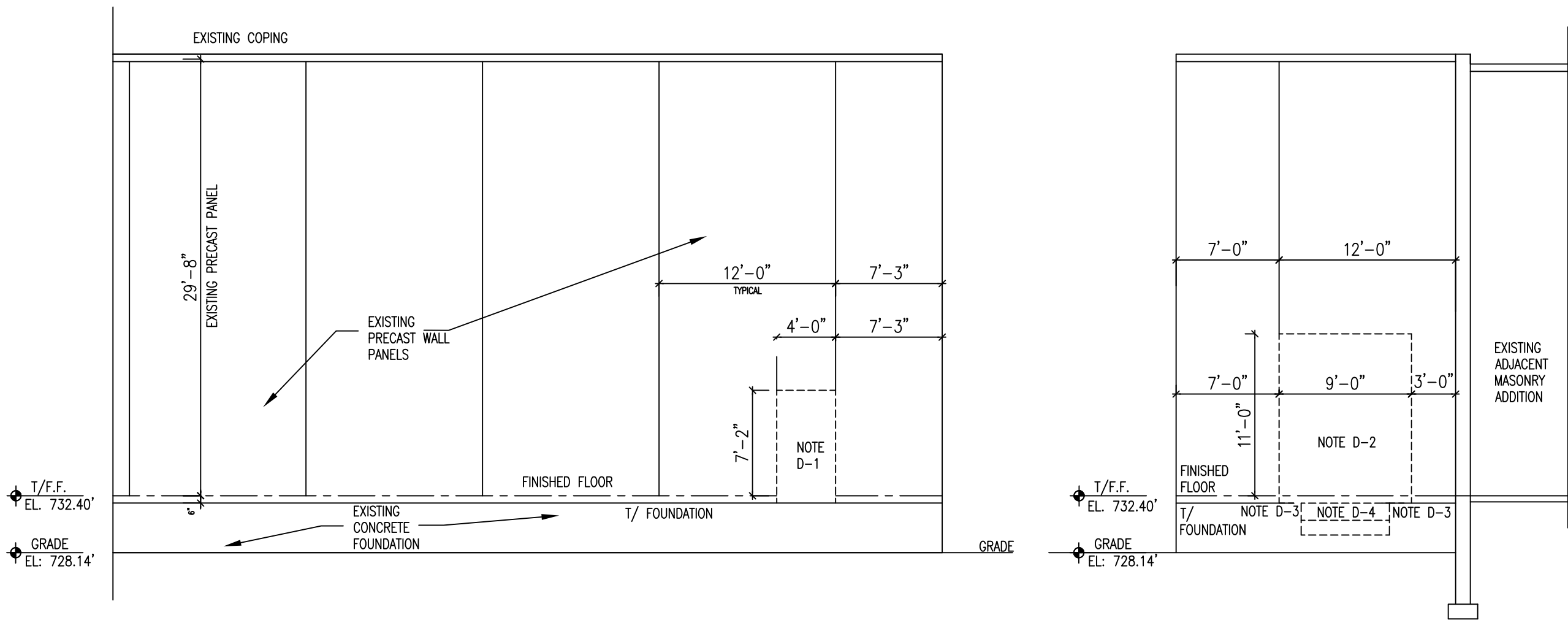


===== EXISTING WALL CONSTRUCTION
 - - - - - EXISTING WALL TO BE REMOVED



LEGEND

- EXISTING WALL CONSTRUCTION
- EXISTING WALL TO BE REMOVED

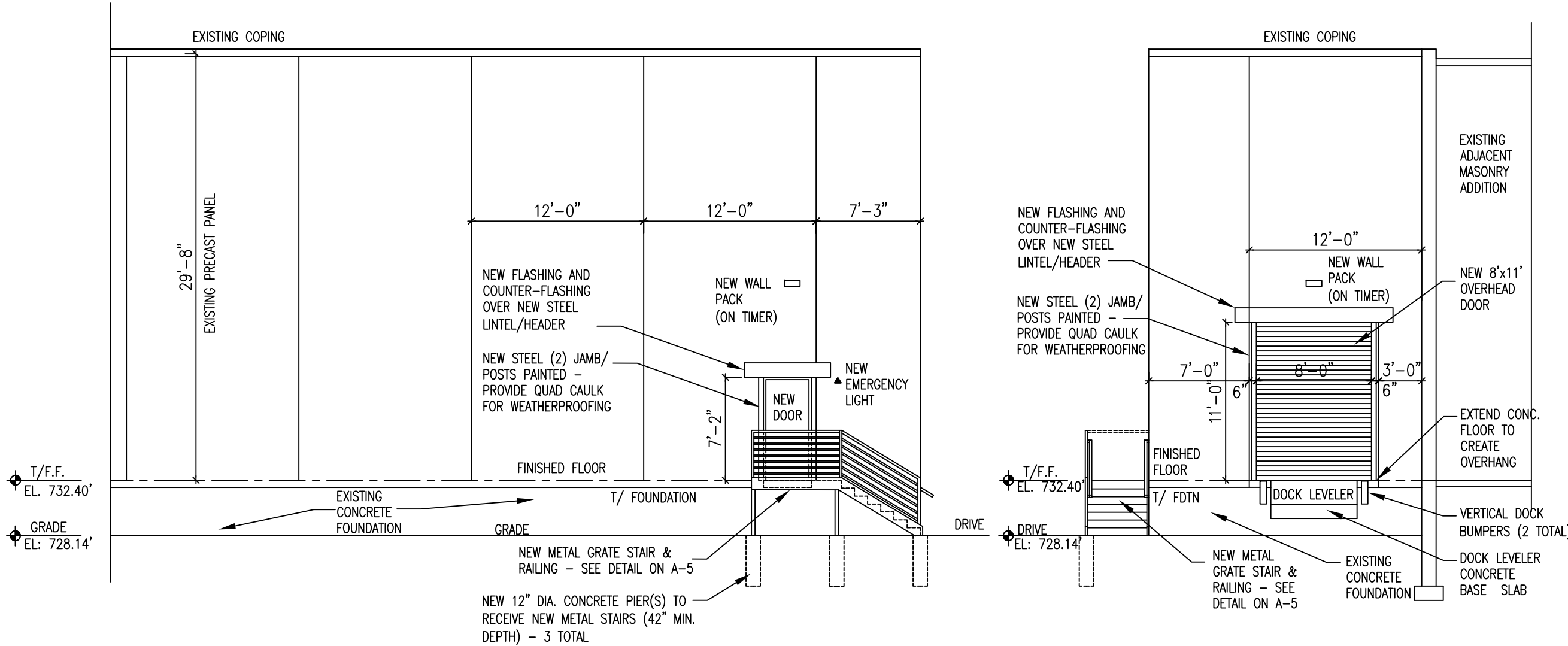


EXISTING / DEMOLITION
PARTIAL NORTH ELEVATION

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

EXISTING / DEMOLITION
PARTIAL WEST ELEVATION

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



PROPOSED
PARTIAL NORTH ELEVATION

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

PROPOSED
PARTIAL WEST ELEVATION

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

DEMOLITION NOTES

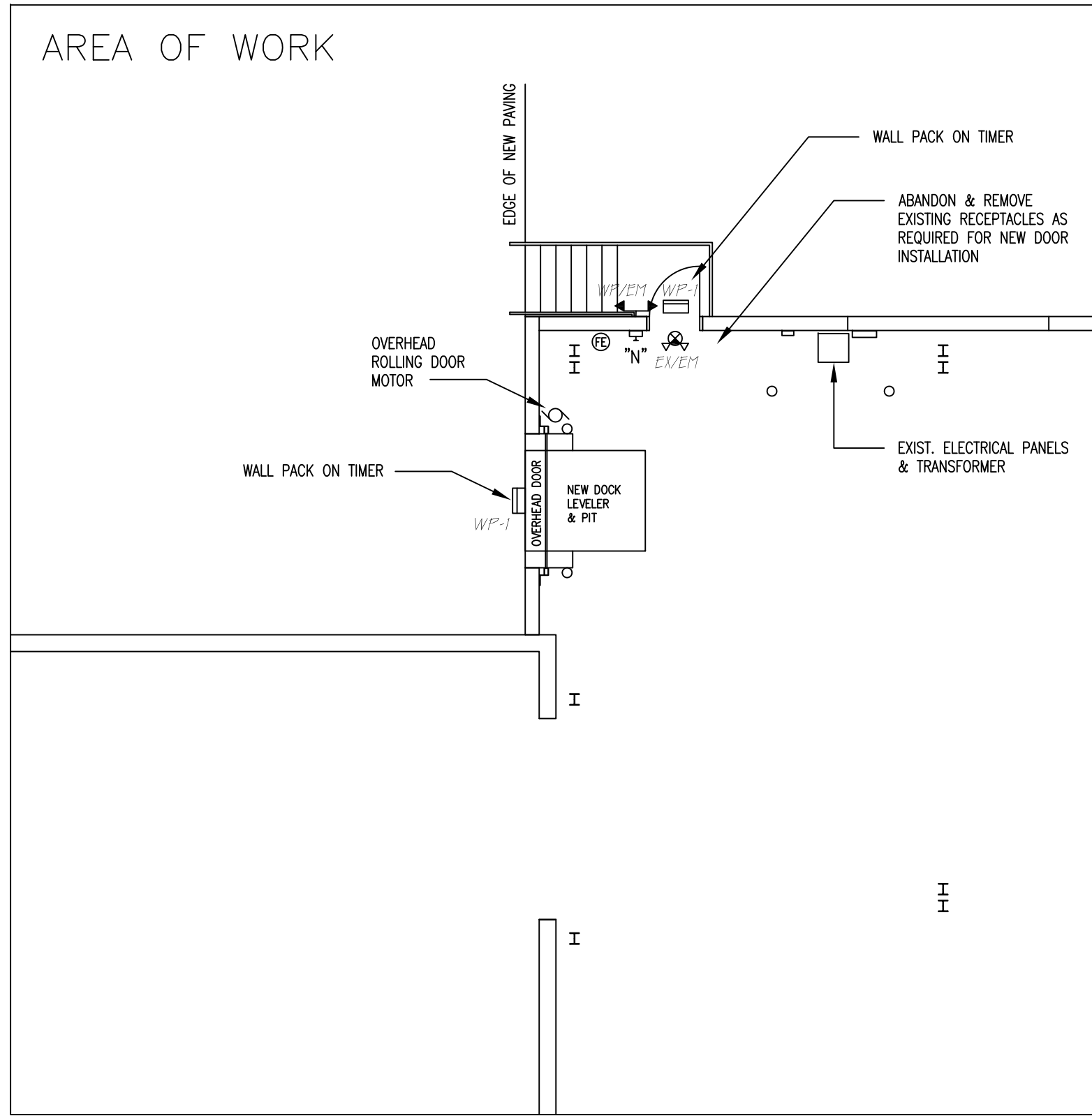
NOTE D-1
REMOVE A PORTION OF THE EXISTING PRECAST WALL AS INDICATED & AS REQUIRED TO INSTALL A NEW INGRESS/EGRESS STEEL DOOR, FRAME & 6"t x 11"w x 48"l STONE SILL

NOTE D-2
REMOVE A PORTION OF THE EXISTING PRECAST WALL AS INDICATED & AS REQUIRED TO INSTALL A NEW 8'x11' OVERHEAD GARAGE DOOR & FRAME

NOTE D-3
REMOVE EXISTING FLOOR & FOUNDATION WALL AS REQUIRED TO CREATE A SILL BY EXTENDING CONCRETE FLOOR TO EXTERIOR OF NEW DOCK OPENING.

NOTE D-4
REMOVE EXISTING CONCRETE FLOOR SLAB & FOUNDATION AS REQUIRED TO INSTALL NEW PIT FOR DOCK LEVELER. COORDINATE SIZE WITH SUPPLIER AND ALSO SEE FINAL FLOOR PLAN ON SHEET A-3 PLUS DOCK DETAIL ON SHEET A-6. PIT TO BE CENTERED ON OVERHEAD GARAGE DOOR.

AREA OF WORK



PARTIAL ELECTRICAL

FLOOR PLAN

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

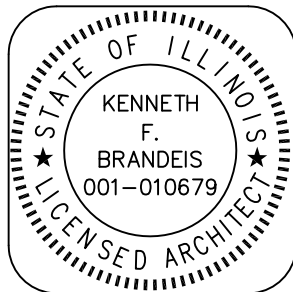


SYMBOL LEGEND

- LED WALL PACK LIGHT FIXTURE
EXIT LIGHT FIXTURE WITH BATTERY BACKUP - SHADED QUARTER INDICATES THE FLOW OF EGRESS TRAVEL
EXIT LIGHT W/ EMERGENCY LIGHTS AND WITH BATTERY BACKUP - SHADED QUARTER INDICATES THE FLOW OF EGRESS TRAVEL
EMERGENCY LIGHT
EMERGENCY LIGHT W/ BATTERY BACKUP
EMERGENCY LIGHT DUAL REMOTE
- WP GFI
GFI
HORN/SROBE
PULL STATION
STROBE
- WATERPROOF
GROUND FAULT INTERRUPTER
MOTOR
HORN/SROBE
PULL STATION
STROBE
- "N" = NEW
"E" = EXISTING
"A" = ABANDON

FIXTURE SCHEDULE

TYPE	LAMP	QTY	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	SHIELDING	FINISH	MOUNTING
WP1	LED		WALL MOUNT	CURRENT	WM150-LED-1/2-1/2		BRONZE	WALL MOUNT
EXIT1	LED		EXIT/STROBE	CURRENT	EXIT150-LED-1/2-1/2		BRONZE	SURFACE
WP1EM	LED		EMERGENCY WALL PACK	CURRENT	WM150-LED-1/2-1/2		BRONZE	SURFACE



JAKL BRANDeis ARCHITECTS LTD.

1800 WEST HAWTHORNE LANE

WEST CHICAGO, ILLINOIS 60185

PH. (630) 562-3900 FAX (630) 562-2570

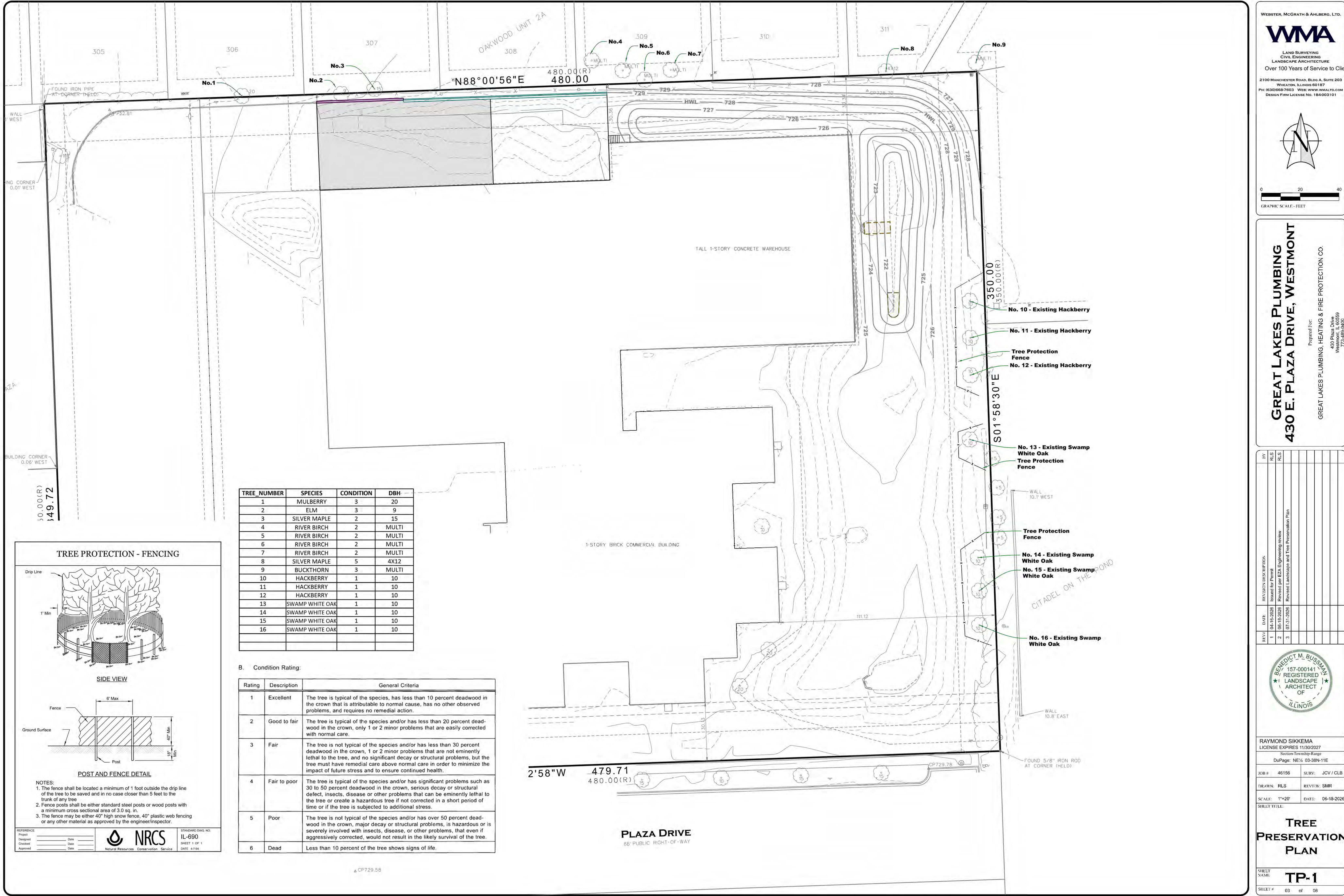
ISSUE	DATE
FOR PERMIT	04-30-26
ZONING REVISIONS	07-21-26

NEW GARAGE DOOR & DRIVEWAY FOR

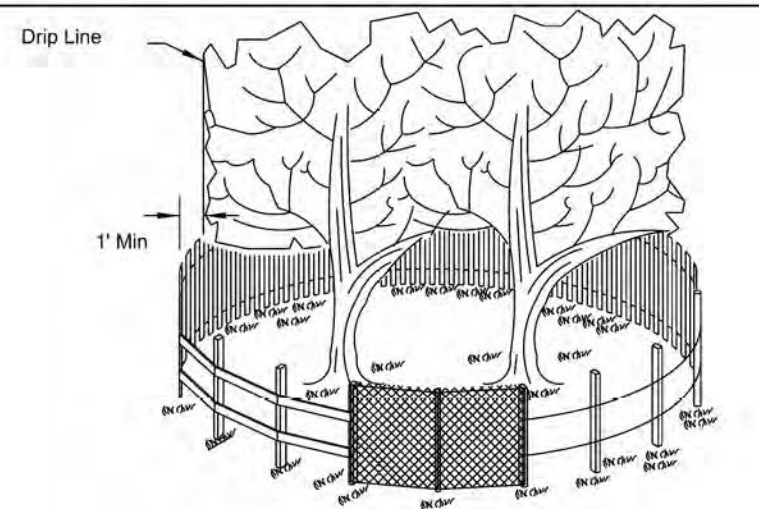
GREAT LAKES PLUMBING & HEATING CO.

430 PLAZA DRIVE
WESTMONT, ILLINOIS

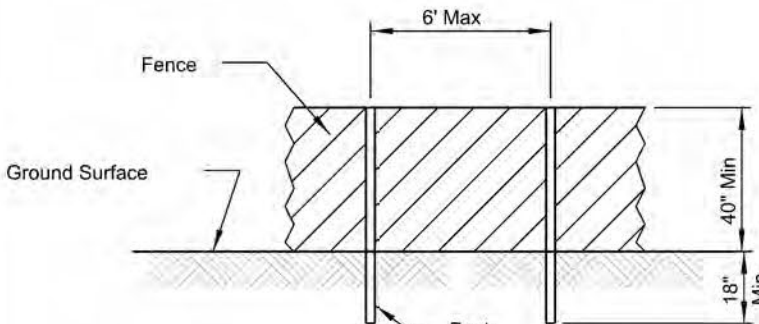
EXIST. & PROPOSED BLDG. ELEV. + ELECTRICAL



TREE PROTECTION - FENCING



SIDE VIEW



POST AND FENCE DETAIL

- NOTES:
- The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
 - Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3.0 sq. in.
 - The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

REFERENCE	Project	Date
Designed		
Checked		
Approved		

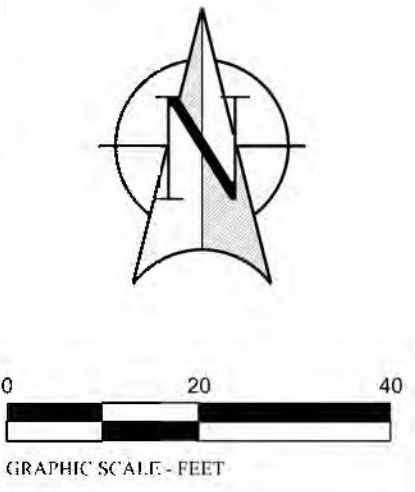


STANDARD DWG. NO.
IL-690
SHEET 1 OF 1
DATE: 4/1/84

TREE NUMBER	SPECIES	CONDITION	DBH
1	MULBERRY	3	20
2	ELM	3	9
3	SILVER MAPLE	2	15
4	RIVER BIRCH	2	MULTI
5	RIVER BIRCH	2	MULTI
6	RIVER BIRCH	2	MULTI
7	RIVER BIRCH	2	MULTI
8	SILVER MAPLE	5	4X12
9	BUCKTHORN	3	MULTI
10	HACKBERRY	1	10
11	HACKBERRY	1	10
12	HACKBERRY	1	10
13	SWAMP WHITE OAK	1	10
14	SWAMP WHITE OAK	1	10
15	SWAMP WHITE OAK	1	10
16	SWAMP WHITE OAK	1	10

B. Condition Rating:

Rating	Description	General Criteria
1	Excellent	The tree is typical of the species, has less than 10 percent deadwood in the crown that is attributable to normal cause, has no other observed problems, and requires no remedial action.
2	Good to fair	The tree is typical of the species and/or has less than 20 percent deadwood in the crown, only 1 or 2 minor problems that are easily corrected with normal care.
3	Fair	The tree is not typical of the species and/or has less than 30 percent deadwood in the crown, 1 or 2 minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to ensure continued health.
4	Fair to poor	The tree is typical of the species and/or has significant problems such as 30 to 50 percent deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.
5	Poor	The tree is not typical of the species and/or has over 50 percent deadwood in the crown, major decay or structural problems, is hazardous or is severely involved with insects, disease, or other problems, that even if aggressively corrected, would not result in the likely survival of the tree.
6	Dead	Less than 10 percent of the tree shows signs of life.



GREAT LAKES PLUMBING
430 E. PLAZA DRIVE, WESTMONT
GREAT LAKES PLUMBING, HEATING & FIRE PROTECTION CO.
430 Plaza Drive
Westmont, IL 60059
708-459-3493

REV	DATE	DESCRIPTION
1	04-16-2026	Issued for Permit
2	06-16-2026	Revised per EEA Engineering review
3	07-31-2026	Revised Landscape and Tree Preservation Plan



RAYMOND SIKKEMA
LICENSE EXPIRES 11/30/2027
DuPage: NE74 03-38N-11E

JOB # 48156 SURV: JCV / CLB
DRAWN: RLS REVIEW: SMR
SCALE: 1"=20' DATE: 06-18-2026

TREE
PRESERVATION
PLAN

SHEET NAME: TP-1
SHEET # 03 of 08

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 10th day of
December 2025.

Landlord's Signature



Printed Name

Matthew R. Treutelaar, Manager

Tenant's Signature



Printed Name

G. Justin Treutelaar, President

Tenant's Signature

Printed Name

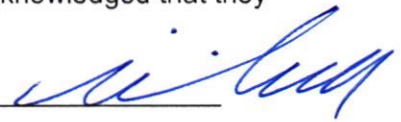
ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF DU PAGE

On this 10th day of December, 2025, before me appeared
Matthew R. Treutelaar, as **LANDLORD** of this Commercial Lease Agreement who
proved to me through government issued photo identification to be the above-named
person, in my presence executed foregoing instrument and acknowledged that they
executed the same as their free act and deed.



Kevin Joseph Condon
Notary Public



My Commission Expires: 10/3/2027

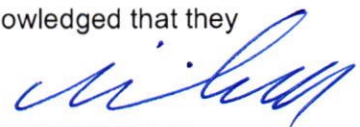
ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF DU PAGE

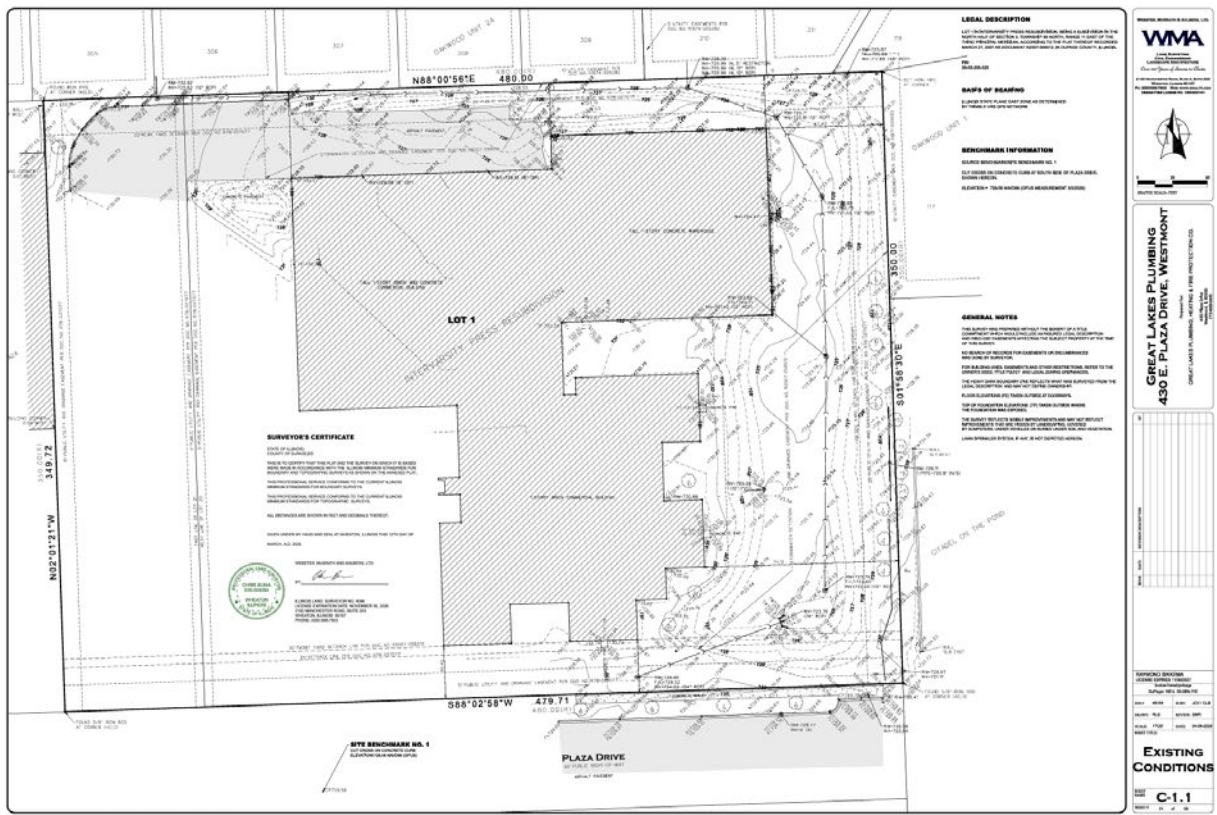
On this 10th day of December, 2025, before me appeared
G. Justin Treutelaar, as **TENANT(S)** of this Commercial Lease Agreement who
proved to me through government issued photo identification to be the above-named
person, in my presence executed foregoing instrument and acknowledged that they
executed the same as their free act and deed.



Kevin Joseph Condon
Notary Public



My Commission Expires: 10/3/2027





VILLAGE OF WESTMONT
Board of Trustees Memorandum
September 3, 2026

Item for Board of Trustees Consideration:

Board to consider an ordinance approving requests from Treute Family LLC, d/b/a Great Lakes Plumbing Heating & Fire Protection Company, for the property at 430 Plaza Drive, Westmont, Illinois, 60559, for the following:

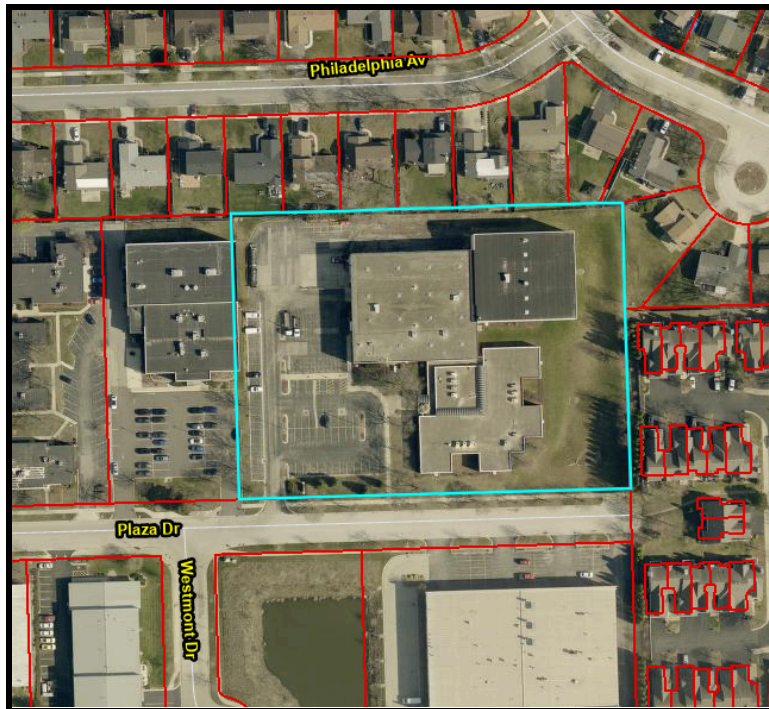
1. Major Site Plan for a new loading dock.

Planning & Zoning Commission Recommendation:

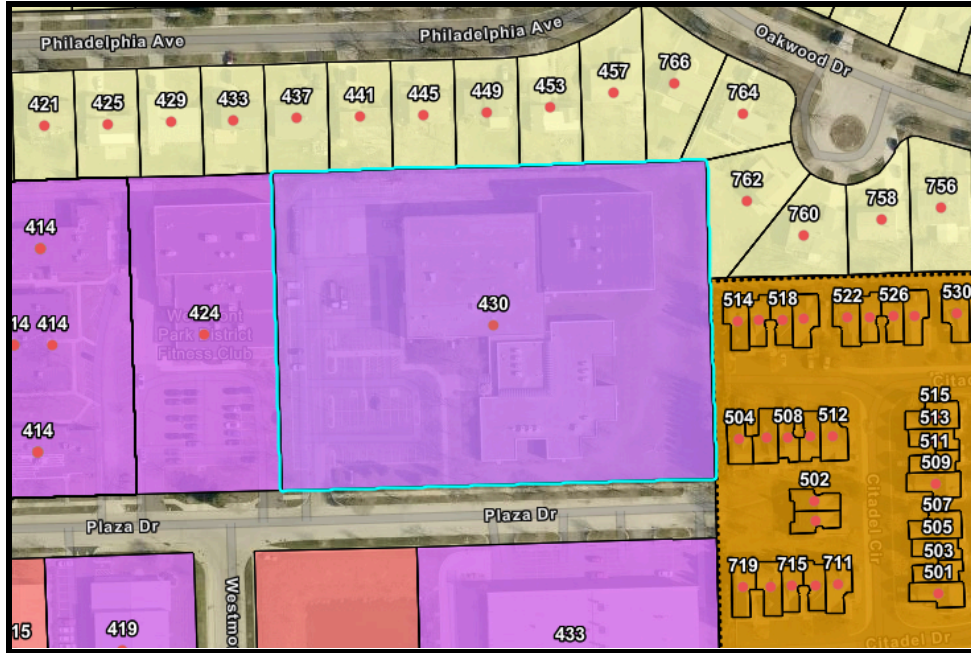
At their regular meeting on August 12, 2026, the Planning & Zoning Commission unanimously recommended denial (not to approve) of the request (0-5 with 2 absent). Several neighbors spoke in opposition due to the proximity of the proposed loading dock and hard-scape improvements to the shared property lines. Several neighbors also indicated that the business' current activities are impactful as it relates to noise, light, and odor.

I. BACKGROUND OF ITEM

- A. Location: 430 Plaza Drive is located northeast of the intersection of Plaza Drive and Westmont Drive. The subject property is improved with a 52,900 square foot industrial building with parking and loading dock facilities to the west and a detention facility to the east. The lot is currently 480 feet wide by 350 feet deep, for an area of approximately 168,000 square feet, or 3.85 acres.



Aerial Map - 430 Plaza Drive (source: DuPage County Parcel Viewer)



Zoning Map - 430 Plaza Drive

B. Zoning Designations:

SUBJECT PROPERTY	M Manufacturing
NORTH	R-3 Single-Unit Residential
EAST	R-3 Single-Unit & R-5/PD General Residential/Planned Development
SOUTH	M Manufacturing & B-2 General Business
WEST	M Manufacturing

C. Neighborhood Characteristics

The lot is located in the Intervarsity Press Resubdivision, which was recorded in 2007. The subject property originally developed as a part of a planned industrial park, which was a component of an even larger development effort of the properties northeast of Cass and Ogden Avenues. Surrounding land uses include the Westmont Park District fitness club, an auto body repair shop, offices, and manufacturing businesses.



Street View - 430 Plaza Drive (source: Google Street View)



Existing Conditions - 430 Plaza Drive (source: Google Street View)

II. PETITIONER REQUEST:

The petitioner has requested a Major Site Plan to construct a new loading bay door and hardscape area, among other improvements for an existing building in the M Manufacturing District.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning of the property is M Manufacturing District, which is intended to provide for an environment suitable for manufacturing activities that require a pleasant and nuisance-free environment and that will be compatible with nearby residential and business uses. The Comprehensive Plan designates the future land use in this area as Light Industrial/Business Park, which describes the designation as an employment center with more “industrial type uses” closer to Ty Warner Park. The Comprehensive Plan set the goal to support a strong and diversified office and industrial base in this employment center.

B. Entitlement Request

The petitioner has provided a project narrative and supporting documentation for the following request. Any corresponding code sections for entitlement approval consideration can be referenced in item V(B) below.

- **Major Site Plan for a new loading bay in the M Manufacturing District**

Per Section 15.05 of the Zoning ordinance, the Village’s Zoning Administrator maintains the authority to elevate an administrative site plan to a major site plan review if the development could result in negative impacts on adjacent properties. In this case staff determined that the expansion of an industrial activity closer to single-family homes warranted review as a major site plan. However, it is important to note that the underlying building services use of Great Lakes Plumbing and Heating Co. is permitted in the underlying Manufacturing zoning district.

In reviewing and acting on major site plans, review and decision-making bodies may also consider and be guided in the reasonable exercise of their discretion by the following standards and criteria (Ch. 95, Sec. 14.05(G)(1)):

- (a) *Whether the proposed plans will protect the public health, safety, and welfare;*
- (b) *Whether the proposed plans will avoid substantial injury to the value of other property in*

the area;

(c) Whether the proposed plans will provide for protection of community appearance and the function of the natural environment, including floodplains, soil and geologic characteristics, and preservation of vegetation;

(d) Whether the proposed plans comply with all applicable village and county stormwater regulations; and

(e) Whether the proposed plans comply with adopted building and site design guidelines

The petitioner is proposing a new nine foot overhead door and dock leveler along the western facade at the northern most point of the building. Additionally, the petitioner is proposing a new entrance and stairs on the north facade of the building.

In conjunction with the building improvements, the petitioner is also proposing to remove existing asphalt that served as a stormwater inlet to the detention facilities along the east property line with leveled 3,970 asphalt and 2,640 square feet of concrete to aid in vehicular movements and to connect to the new overhead door. The existing building, loading bay, and proposed hardscape meet all zoning bulk minimum requirements as it pertains to this request.

Although not required by code, the petitioner has proposed eight arborvitae trees in addition to the existing six foot solid wood fence to aid in reducing noise and visual impacts on the single-family homes to the north. In addition to these landscape improvements the petitioner is also proposing to improve the detention area per the request of Village engineering staff with additional inlets and detention plantings. If approved, the petitioner will be needed to follow-up with engineering to vacate and replace the 20' Public Utility and Drainage Easement that currently resides within the proposed hardscape area.

IV. SUMMARY

The petitioner has requested a Major Site Plan to construct a new loading bay door, and hardscape area among other improvements for an existing building in the M Manufacturing District. The proposed plan meets the applicable zoning and land development regulations and minimums and is consistent with the recommendations of the Comprehensive Plan.

V. LEGAL

- A. Notification: No notification is required for major site plans.
- B. Code References: Chapter 95, Sec. 14.05
- C. Action: The board of trustees must act to approve the proposed major site plan, approve the proposed major site plan with conditions or deny the proposed site plan. The board of trustees is also authorized to remand the proposed major site plan application to the planning and zoning commission for further consideration.

VI. DOCUMENTS ATTACHED:

- 1. Petitioner Attachments received July 6, 2026 (Edited for VB):
 - a. Planning & Zoning Development Application, including the project narrative
 - b. Cover Letter
 - c. Architectural Plans (including site plan) prepared by Jakl-Brandeis Architects dated 7-21-2026 (For Approval)
 - d. Landscape Plan prepared by WMA dated 07-31-2026 (For Approval)
 - e. Proof of Ownership
 - f. Existing Conditions Survey prepared by WMA dated 04-06-2026



Professional audit services

Submitted By:

SIKICH

Nick Bava, CPA, MAS

Principal

nick.bava@sikich.com

630.210.3092

1415 W. Diehl Rd., Suite 400

Naperville, IL 60563



Village of Westmont

Table of contents

Executive summary 4

Sikich experts 5

Our client service approach 7

Why Sikich 10

Our proactive approach 13

Scope of services..... 14

Fee proposal 16

Additional resources & services..... 17

Proposal exhibits..... 18

Transmittal letter

August 21, 2026

Mr. Allen Altic
Finance Director
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

Sikich is pleased to be considered for the re-appointment as independent auditors for the Village of Westmont (the Village). We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a company of our caliber.

We are prepared to commit the resources necessary to provide services to the Village. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed, the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days and look forward to the possibility of continuing to serve the Village.

Sincerely,



Nick Bava, CPA, MAS
Principal



Executive summary

Your Sikich team's priority is to strengthen the Village of Westmont. We'll achieve this by combining customized solutions with our team's deep expertise and the latest tools and technology to achieve long-term success, as you define it.

Understanding your current challenges

We understand that you are looking to partner with a company that will keep up with the ever-changing standards of the Governmental Accounting Standards Board. We have decades of experience serving the local government industry and look forward to the opportunity to partner with you to help meet your objectives and to drive your organization forward.

Defining your future success

Your success is our success, and collaboration is at the core of our work. Our priority is to serve as your trusted advisor and provide meaningful advice and support to your accounting function. The strategies we outline in this proposal are uniquely crafted for you, as we believe they will produce meaningful results and position your organization for success.

Get to know us

Sikich is a top 30 Certified Public Accounting firms according to Inside Public Accounting and a top 10 value-added reseller of technology products by Bob Scott's Insights' Top 100 VARs List. Our success has been achieved through our quality service for clients and our investments in our team.

By prioritizing talent and supplying them with innovative technology, your team will be responsive and informed about the challenges you encounter. Your engagement team is comprised of senior-level local government experts that will stop at nothing to exceed expectations and help your organization succeed.

Scope

Our scope of services is outlined in this proposal. In addition to these services, we're committed to a synergistic, lasting relationship with the Village.

Here to help you uncover success

Sikich combines deep industry knowledge, dedicated client service and cutting-edge technology to drive results for our clients. Our team of more than 2,000 experts – serving clients globally and across all 50 states – offers a range of professional services to support any need. We look forward to uncovering solutions to your challenges and supporting the lasting success of the Village.



Sikich experts

We like solving complex problems. More importantly, we bask in the ability to help our clients thrive.

When your success depends on working with a qualified and dedicated team, you can trust Sikich. Your team is completely dedicated to serving the local government industry, ensuring that we understand your challenges and what it takes to realize success. The Village will receive unparalleled levels of expertise, insights, and responsiveness from a team of senior professionals who have extensive experience working with local government entities.

We make every effort to recruit the best and retain quality staff. We have been named as a Best Place to Work by Crain's Chicago Business for several years and has been certified as a 2025 Great Place to Work® in both the U.S. and India, marking the fifth consecutive year the company has earned this accolade nationally and the second year it's been awarded globally. The Village will benefit from our employee retention by reduced transition time between year after year, saving you money and time.

Your key engagement team members will be supported by staff on the company's local government team. Please refer to the Exhibits section to read biographies of the engagement team for the Village.



Nick Bava, CPA, MAS ENGAGEMENT PRINCIPAL

Nick will be the primary point of contact for the Village and will be directly responsible for all aspects of the engagement. Because we are committed to building a long-term relationship with the Village, Nick will be actively involved in all phases of the audit process and will be available as a resource to your organization throughout the year.



Rafal Pacanek, CPA SENIOR MANAGER

Rafal will work directly alongside the engagement principal as the secondary point of contact for the Village. Rafal will be responsible for leading the assurance team and coordinating all assurance efforts.



Gina King, MPA SENIOR MANAGER – SINGLE AUDIT

As the audit manager that oversees the Village's compliance requirements specific to Uniform Grant Guidance, Gina will be responsible for leading the assurance team in the field and coordinating all assurance efforts specific to the Village's single audit.



Niwana Becker, MANAGER

As the audit manager, Niwana will be another contact for anything related to the successful audit of your organization.



Additional professional staff

Other professional staff assigned to the engagement will be full-time employees of the company. In addition, all professional staff assigned to government engagements meet CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018/2024). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external and internal courses.

This enables our company to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village the quality of staffing for a multi-year engagement.

Statement of independence

Sikich has evaluated its independence from the Village (and its fiduciary component units) in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018/2024 revision, published by the U.S. General Accounting Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village (and its fiduciary component units) and is independent with respect to any non-attest services provided to the Village and its fiduciary component units, both in fact and in appearance to any knowledgeable third party.

License to Practice

Sikich CPA LLC is a licensed Public Accountant Limited Liability Company in Illinois (license #066.005528). All the principals assigned to this engagement are licensed Certified Public Accountants (CPAs) in Illinois.

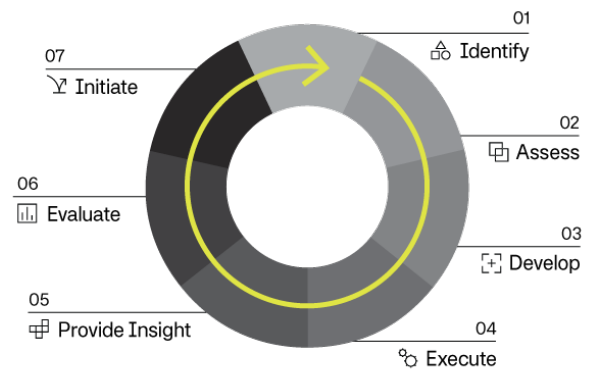


Our client service approach

Collaboration is a two-way street

- We work closely with you from the start. From setting expectations to executing the plan and preparing for next year, communication and collaboration are always front and center.
- Our approach starts with obtaining an understanding of your expectations and your operational and strategic objectives. We will design our approach to exceed your expectations.
- Our experience to ensure that your engagement is tailored to the risks inherent in your organization and the environment in which you operate, with eyes on identifying financial and operational improvements.
- Communication is key to collaboration; we will seek to avoid any surprises and keep you apprised of progress and any findings on a timely basis.

Client Service Cycle



Our audit approach

At the core of our business, we have been and always will be an organization with a focused audit methodology supported by a robust technology platform. We're proud to boast the latest technological resources, world-class subject-matter experts and sought-after credentials to support your audit team.

Measure twice and cut once. Sound planning at the front-end of the engagement allows our team to plan and create efficiencies that benefit you. Our multi-faceted approach will begin prior to your year-end with certain preliminary and planning procedures, such as internal controls assessment and documentation, tests of controls and audit correspondence. The conclusion of our planning efforts will be the development of detailed audit programs for all significant elements of the financial statements, as well as significant compliance matters. Our detailed audit programs will include procedures designed to obtain maximum audit efficiencies. The second phase, our substantive fieldwork, will be performed after year-end on a schedule that is flexible to your needs and reporting requirements.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures



Audit standards

The objective of our audit is to issue an unmodified opinion on the Village's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018/2024), the Single Audit Act of 1996 and the Uniform Guidance. We will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of management inquiries regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the introductory or statistical sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village provide us with the basic information required for our audit.

Practical and constructive management letter comments

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict company policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

Quality control

At Sikich, we are committed to providing the highest quality audits in the industry. The Village can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our company has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. Since our company's inception, our CPA firm and its predecessor parties have received unmodified ("Pass") peer review reports. As required by professional standards, we undergo a peer review every three years.



A "Pass" peer review report is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our reports have been reviewed by numerous federal and state oversight bodies and professional organizations. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a company-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.



Why Sikich

We stand out in our industry, and we are proud of that fact. What started in humble beginnings as a small accounting firm has grown into an industry-leading, technology-enabled company of the future. And we're not letting off the gas.

In short, here's what we bring to you:

Industry experience

Sikich's local government team provides services to more than 450 units of local government. Many of these have been long-standing clients and are evidence of our dedication to the local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our company to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our local government team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of the United States and Canada (GFOA)
- Illinois CPA Society Governmental Report Review Committees
- Illinois Government Finance Officers Association (IGFOA) Technical Accounting Review Committee
- Illinois City/County Management Association (ILCMA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)



Access to senior resources

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognition in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled access to our most senior resources. Our principals are available year-round for direct consultation as issues arise.

360-degree view

Many professional services companies look alike, but we pride ourselves in being different. We bring 360 degrees of business acumen to our approach, which means you have access to experts in a multitude of disciplines. Our teams don't just care about providing timely work product, we care about your organization's goals, your legacy, your people—and we have a deep bench of experts to help with any challenge you have. Nothing makes us happier than seeing our clients succeed and your organization flourish.

A company rooted in core values

Our dynamic work culture fosters continued learning, growth and innovation. We recruit and retain quality team members that move us forward. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.

Access to education

The Village will remain aware of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry and using a variety of communication channels: timely responses to your questions; informal discussions; thought leadership on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 87 Leases
- GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements
- GASB Statement No. 96, Subscription- Based Information Technology Arrangements (SBITA)
- GASB Statement No. 100, Accounting Changes and Error Corrections
- GASB Statement No. 101, Compensated Absences
- GASB Statement No. 102, Risk Disclosure
- GASB Statement No. 103, Financial Reporting Model Improvements
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment



It's personal for us

We approach every engagement with a dedicated team, built from our deep bench of industry experts and designed for optimal performance. We treat our clients like family and build relationships that survive the test of time. Don't believe us? Ask our clients!

Experience in government operations

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services governmental entities. Our team of professionals specializes in the management, operations and financing of general-purpose local governments. This focus and our exemplary reputation assure the Village the highest quality work and the most cost-effective delivery of services.



Our proactive approach

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

Initiative for customized solutions

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations, we may uncover other opportunities. As part of our ongoing service and commitment to the Village, we keep you informed of regulatory changes and best practices to ensure we identify crucial opportunities that will benefit the Village.

Initiative for your satisfaction

The Village's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client?
- What is your vision for the Village?



Scope of services

We'll bring you the team and the process to deliver results, aiming to exceed expectations every step of the way.

Our scope and fees are clear, up-front and always fair. **We propose providing the following services to the Village:**

- Audit of basic financial statements of the Village of Westmont for the fiscal year ending December 31, 2026 through 2030;
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, MD&A and certain statistical data to be provided by the Village);
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the management letter for the Village, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller;
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the annual financial report for Westmont Public Library;
- Preparation of fifteen (15) bound copies and an electronic copy (.pdf) of the management letter for the Westmont Public Library, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with company standards;
- Reporting to the Village Board of Trustees in accordance with generally accepted auditing standards; and
- Exit conference(s) with Village management to present the completed audit and related materials.



Identification of potential audit problems

Our company's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit- professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with Finance Director. The timing of this discussion will provide the Village with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to Village Administrator or the appropriate level as defined in our professional standards.

Our company's philosophy on additional fees and/or billings is based on an understanding between Sikich and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village. The billings for the audit would not exceed this fee unless the Village specifically requests that the scope of the engagement be expanded and the Village and Sikich reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.



Fee proposal

Our fees for the year ending December 31 are as follows:

	2026	2027	2028	2029	2030
Audit of the Village*	\$ 38,986	\$ 40,058	\$ 41,160	\$ 42,292	\$ 43,455
TIF Compliance Report	2,914	3,059	3,212	3,373	3,542
Single Audit Report (if required)	3,885	4,079	4,283	4,497	4,722
Westmont Public Library	4,798	4,929	5,065	5,204	5,347
GATA CYEFR (if required)**	1,906	1,982	2,061	2,143	2,229
Total Base Proposal Cost	\$ 52,489	\$ 54,107	\$ 55,781	\$ 57,509	\$ 59,295

*Audit of the financial statements and preparation of the Annual Comprehensive Financial Report, Comptroller's Annual Filing, and Management Letter.

**If a GAGAS opinion is required for the State of Illinois GATA compliance, the fee would be 50% of the Single Audit fee noted above

The above fees do not include the cost to implement any new GASB pronouncements during the proposal timeframe. Depending on the level-of-effort required, we would separately negotiate these fees if the Village required assistance to implement a GASB pronouncement.

These fees assume that the Village will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due in accordance with applicable state statutes.



Additional resources & services

With a comprehensive suite of services, our areas of expertise are often complementary to one another. How else can we help you strengthen the Village?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer and talk to your engagement principal about how these services may complement what you are already seeking.

Dispute advisory

Disputes of any kind or size can be difficult to manage on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can oversee every aspect, from insurance claim preparation and coordination with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

The Agency at Sikich

Position your brand for optimal coverage across your client base, industry and target audience all while telling a captivating story that builds relationships and enhances customer retention. From design and website development to media coverage and product launches, your organization deserves ample opportunity to boost brand awareness and reach a wide range of future, long-term consumers. Sikich will be familiar with the Village and slated to speak in your language to your clientele.

Not-for-profit services

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those familiar challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

Technology: IT services

Staying ahead of, or even simply keeping up with, continually changing and complex technological developments can be challenging, especially in the time of AI. Our team of experts can offer business management software, cloud solutions, strategic information technology and IT consulting to drive the Village toward increased productivity and profits.

Technology: security and compliance

Keeping the Village safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.



Proposal exhibits

We know you likely have many more questions for us. Take a look at the attached documents for additional information about Sikich and those who will work with you.

Engagement team biographies

Nick Bava, CPA, MAS

Rafal Pacanek, CPA

Gina King, MPA

Niwana Becker

Local government services overview

Company profile

Peer review



**Location:**

Naperville, IL

P: + 1(630) 210-3092

F: + 1(630) 499-7337

nick.bava@sikich.com

Nick Bava

CPA, MAS

Principal

Nick Bava, CPA, MAS, is an audit principal at Sikich, where he provides assurance and advisory services to a variety of local governmental entities, with a focus on municipalities, park districts, libraries, counties, special districts and community colleges. He is responsible for providing technical services to Sikich's local government clients in all areas of governmental accounting, auditing, financial reporting, and internal controls. He conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes. He has also instructed various educational courses on accounting and auditing topics, speaking at industry events as well as Sikich-hosted events .

Service areas

- Local government

Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois CPA Society (ICPA)
- Government Finance Officers Association (GFOA)
- Illinois Community College Chief Financial Officers (ICCCFO)
- Metro West Council of Government (MWCOG)
- Illinois City/County Management Association (ILCMA)

Education & certifications

- Bachelor of Accounting Sciences, Illinois State University
- Master of Accounting Sciences, Northern Illinois University
- Certified Public Accountant (CPA)

**Location:**

Naperville, IL

+ 1(331) 229-5464

rafal.pacanek@sikich.com

Rafal Pacanek

CPA

Manager

Rafal Pacanek, CPA, is an audit manager with experience working closely with government entities to meet their diverse, unique needs. Rafal provides audit, accounting and financial reporting solutions, offering a depth of knowledge in the intricacies of the industry.

Service areas

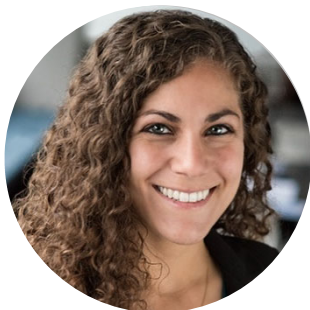
- Governmental audit & accounting
- Governmental financial reporting

Affiliations

- Illinois CPA Society

Education

- Bachelor's Degree, Accounting, Lewis University
- Associate's Degree, Science, Moraine Valley Community College
- Certified Public Accountant (CPA)

**Location:**

Naperville, IL

P: + 1(630) 566-8561

F: + 1(630) 566-8401

gina.king@sikich.com

Gina King

MPA

Senior Manager

Gina King, MPA, is a senior audit manager at Sikich with experience auditing a variety of industries including governmental entities and not-for-profit organizations. Specifically, Gina specializes in serving community colleges, school districts, and villages. She has worked in the public accounting industry since 2014 and is responsible for performing key audit procedures and internal control evaluations, report preparation, and the supervision of audit fieldwork teams.

Service areas

- Assurance and advisory services
- Governmental audit, accounting
- Governmental financial reporting
- Not-for-profit audit, accounting

Affiliations

- Illinois CPA Society
- Illinois Government Finance Officers Association

Education

- Bachelor's Degree in Accounting, Illinois State University
- Master of Professional Accountancy, Illinois State University

**Location:**

Naperville, IL
+ 1(331) 229-5465
niwana.becker@sikich.com

Niwana Becker

Manager

Niwana Becker is an audit manager at Sikich with experience auditing a variety of industries, including governmental entities and not-for-profit organizations. Specifically, Niwana specializes in serving community colleges and municipalities. She has worked in the public accounting industry since 2019 and performs key audit procedures and internal control evaluations, report preparation, and supervises audit fieldwork teams.

Service areas

- Assurance and advisory services
- Governmental audit, accounting
- Governmental financial reporting
- Not-for-profit audit, accounting

Affiliations

- Illinois Government Financial Officers Association

Education

- Bachelor's Degree, Accounting & Finance, Illinois State University

Company snapshot



We help organizations manage risk, maintain compliance and make the most of their technology investments.

Sikich offers the public and private sectors a diverse platform of professional services across consulting, technology and compliance. Highly specialized and hands-on teams deliver integrated solutions rooted in deep industry experience. Our approach is strategically and thoughtfully designed to help our clients, teams and communities accelerate success. Sikich has approximately 2,500 team members and operates across North America, EMEA and APAC.

Specialized services

Risk management

- Cybersecurity
- Forensic and valuations
- Governance, risk and compliance
- Transaction advisory (deals)

Business process solutions

- Finance and accounting services
- IT and security managed services
- Marketing and communications

Enterprise application consulting

- Data and AI
- ERP, CRM, HCM products and services
- Regulatory, quality and compliance

Compliance services

- Audit and assurance
- IT controls
- Tax services

Niche expertise

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

 **Manufacturing**

 **Distribution & supply chain**

 **Construction & real estate**

 **Automotive**

 **Private equity**

 **High-tech**

 **Professional services**

 **Agriculture**

 **Life sciences**

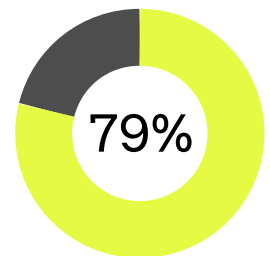
 **Government**

 **Nonprofit**

 **Higher education**

Net promoter score

The firm's overall Net Promoter Score (NPS) is 79%. This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



Operating principles

We're different than most service providers because we have the right people backed by the right platform.

 **End to end expertise**

 **Full access no ego**

 **Uncompromising problem solvers**

 **Partners in impact**

 **Cutting edge tech and innovation**

Office locations

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Bangalore, KA

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Princeton, NJ

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Rockville, MD

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Springfield, IL

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St. Louis, MO

+1 (314) 275-7277

*Perform only Technology and Advisory services



Sikich is a member of PrimeGlobal, an award-winning association of independent accounting and business advisory firms. With over 1000 locations in 112 countries, PrimeGlobal is firmly established as the top association worldwide in terms of diverse reach and geographically widespread coverage.

Certifications & awards

- Great Place to Work® U.S. and India
- Ranked #8 Best Workplace in Chicago by Fortune magazine
- Handshake Early Talent Award
- Best Place to Work, Crain's Chicago Business
- Healthiest Employers® in Illinois, Indiana, New Jersey, Ohio, Virginia and Wisconsin
- Military Times Best for Vets Employer
- NetSuite Winter Alliance Partner Spotlights Award in Biotech and Biopharma
- CRN Solution Provider 500 list
- CRN Managed Service Provider 500 list, Elite 150 category
- Inner Circle for Microsoft AI Business Solutions
- Accounting Today VAR Top 100
- NetSuite North America Solution Provider Partner of the Year
- MSSP Alert Top 250 MSSPs
- Ranked #25 in IPA Top 500 Public Accounting Firms
- Accounting Today top financial planning firms by assets under management (\$1B+ AUM)
- USA TODAY/Statista's list of "America's Most Recommended Tax & Accounting Firms"
- Financial Advisor America's Top RIA
- Construction Executive's Top Construction Accounting Firms

For more information about our services, visit www.sikich.com.



Local government services



ACCOUNTING & AUDIT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

Services Sikich provides

- Accounting, audit, assurance & tax
- Business valuation
- Fraud services for governments
- ERP & CRM software
- Insurance services
- IT services
- Marketing & communications
- Pension fund accounting & Consulting services
- Retirement planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

Who we serve

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other special districts
- Pension plans
- Park districts
- Forest preserve districts
- Public libraries
- Community colleges
- School districts
- Water authorities
- Water reclamation districts



Local government audit leader

Anthony Cervini, CPA, CFE
PRINCIPAL

+1 (630) 566-8574
anthony.cervini@sikich.com

Why select Sikich?

Our team works with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.

Our experts

Nick Bava, CPA, MAS
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For more information
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Peer review



Report on the Firm's System of Quality Control

September 29, 2025

To the Partners of Sikich CPA LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich CPA LLC (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements].

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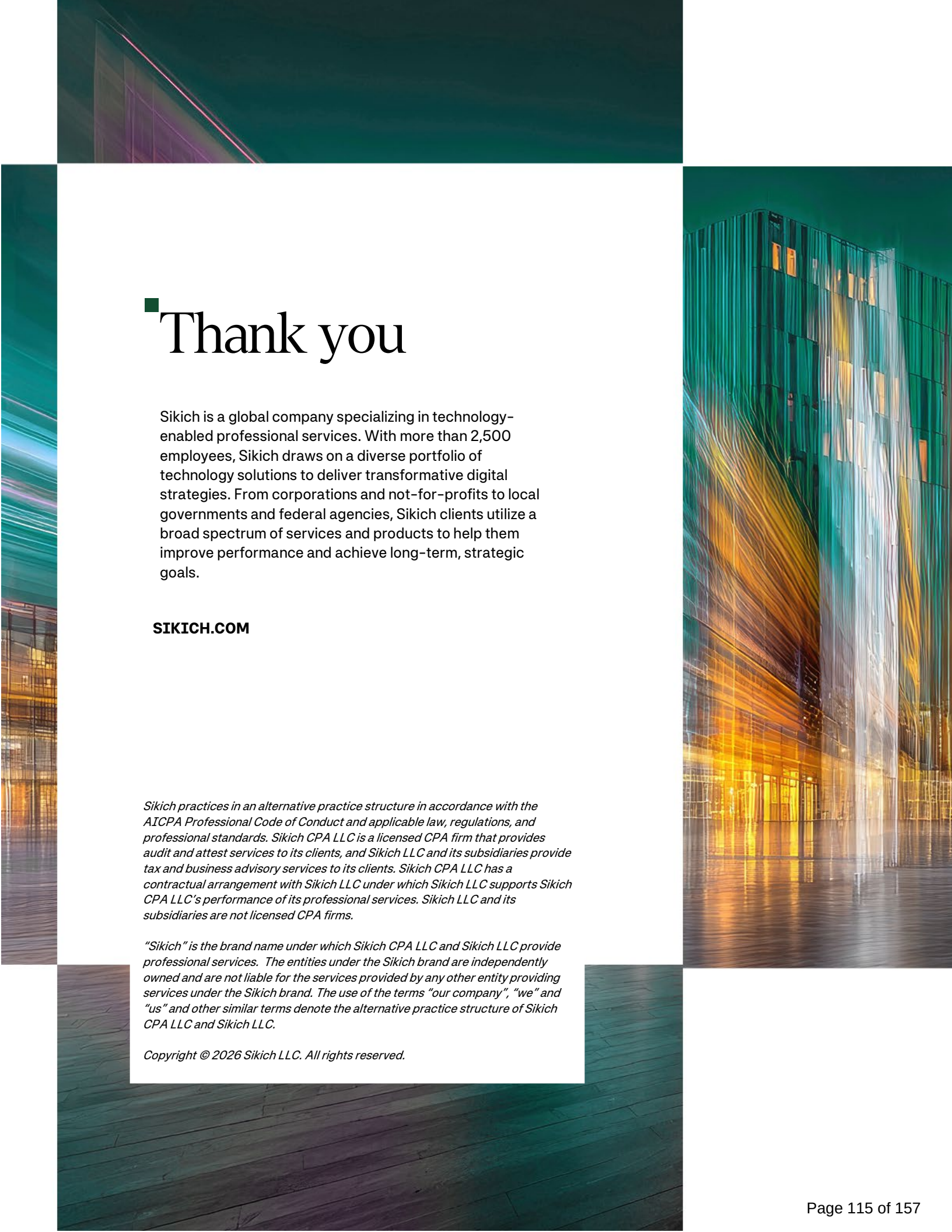
As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich CPA LLC in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich CPA LLC has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants
St. Louis, Missouri



■ Thank you

Sikich is a global company specializing in technology-enabled professional services. With more than 2,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies. From corporations and not-for-profits to local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

SIKICH.COM

Sikich practices in an alternative practice structure in accordance with the AICPA Professional Code of Conduct and applicable law, regulations, and professional standards. Sikich CPA LLC is a licensed CPA firm that provides audit and attest services to its clients, and Sikich LLC and its subsidiaries provide tax and business advisory services to its clients. Sikich CPA LLC has a contractual arrangement with Sikich LLC under which Sikich LLC supports Sikich CPA LLC's performance of its professional services. Sikich LLC and its subsidiaries are not licensed CPA firms.

"Sikich" is the brand name under which Sikich CPA LLC and Sikich LLC provide professional services. The entities under the Sikich brand are independently owned and are not liable for the services provided by any other entity providing services under the Sikich brand. The use of the terms "our company", "we" and "us" and other similar terms denote the alternative practice structure of Sikich CPA LLC and Sikich LLC.

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**ADDENDUM TO PROPOSAL BETWEEN THE VILLAGE OF WESTMONT
AND ALBRITE BUILDING, INC.**

This Addendum to Proposal ("Addendum") is made this 3rd day of September, 2026, by and between Albrite Building, Inc., an Illinois corporation ("Vendor"), located at 229 W. Ogden Avenue, Westmont, Illinois 60559, and the Village of Westmont, an Illinois municipal corporation ("Village"), located at 31 W. Quincy Street, Westmont, Illinois 60559 (Vendor and the Village may be collectively referred to herein as the "Parties").

WHEREAS, the Village owns and operates its Police Department, located at 500 N. Cass Avenue, Westmont, Illinois (the "Property"), and the Village requires labor and materials to replace the flooring in the second floor corridor, training room, and kitchen of the Property as detailed in Vendor's Proposal (the "Work"); and

WHEREAS, the Vendor is willing to perform for the Work pursuant to its Proposal & Contract ("Proposal") submitted to the Village and dated August 19, 2026, and pursuant to the terms and conditions contained in this Addendum; and

WHEREAS, the Village has supplemented the Proposal with this Addendum and desires to accept and approve the Proposal and this Addendum with Vendor for the Work.

NOW, THEREFORE, for mutual consideration exchanged between the Parties, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

I. SCOPE OF SERVICES; PRICE; PAYMENT

Vendor shall perform the Work as described in its Proposal and pursuant to the terms of this Addendum. The Proposal is attached hereto as Exhibit "A" and incorporated herein. ***In the event of a conflict or inconsistency between the terms of this Addendum and the terms of the Proposal, the terms of this Addendum shall control.***

The total cost of the Work is an amount not to exceed Forty Eight Thousand Two Hundred Two and 00/100 Dollars (\$48,202.00)(the "Price"). The Price may be amended by change orders agreed to by the Parties in accordance with Section 18 of this Addendum.

Prior to performing the Work, Vendor shall apply for all building and other permits from the Village, if such permits are required by the Village Code of Ordinances, and it shall take all reasonable action necessary to obtain all required permits from the Village. The Village agrees to process all such permit requests in a timely manner and in good faith. Vendor shall commence the Work within seven (7) days of its receipt of all required permits from the Village, unless a later start date is required by the Village or is otherwise agreed to by the Parties.

The Village retains the right to terminate the Proposal and Addendum after approval by the Parties at any time before Work is commenced by Vendor and for any reason. In the event of such termination by the Village before any of the Work is performed, the Village shall have no

obligations, monetary or otherwise, to Vendor except to pay Vendor a reasonable fee for preparation of its Proposal (not to exceed One Thousand Dollars (\$1,000.00)), to reimburse Vendor for any non-refundable permit fees, and to reimburse Vendor for the cost of purchased materials (where those materials cannot be returned or used on another project). Where Vendor has received a deposit from the Village for the Work, but has not commenced performance of the Work and the Proposal and Addendum are terminated, Vendor shall return the deposit to the Village, minus any reimbursable costs capped as stated above.

The Village shall pay Vendor according to the Payment Terms set forth in the Proposal, and subject to the following terms: Excluding the initial deposit to Vendor by the Village, if required, Vendor shall submit lien waivers or partial lien waivers, as the case may be, for Vendor, its subcontractors and materialmen for Work performed or materials supplied to date, along with an industry-standard sworn statement regarding the Work and costs incurred, for all payment requests. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the documents are received by the Village. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the revised documents are received by the Village.

Upon completion of the Work, including completion of all punch list items, Vendor shall submit a written and signed certification that the Work is complete in all respects. With such certification, Vendor shall submit final lien waivers for Vendor, its subcontractors and materialmen for Work performed or materials supplied, along with an industry-standard sworn statement regarding the Work and costs incurred. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the documents are received by the Village. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the revised documents are received by the Village.

Interest on unpaid balances shall accrue and be payable according to the Local Government Prompt Payment Act.

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES AND PERMITS

- 1.1 Vendor will strictly comply with all ordinances of the Village of Westmont and laws of the State of Illinois. The Vendor shall obtain all necessary permits from the Village and any other entity having jurisdiction over any aspect of the Work. Vendor shall pay the costs of such Village permits, unless the costs of Village permits are waived by the Village.

1.2 TIME FOR COMPLETION

The Vendor shall complete all Work, excluding punch list items, on or before **October 30, 2026**. The Parties may mutually agree to extend this completion date due to change orders requested by the Village, due to hidden and unforeseeable conditions in the Village's property and existing improvements thereon, due to reasons of force majeure, or for other reasons. Upon completion of the Work, Vendor and the Village shall perform a final inspection of the Work and prepare and agree upon a punch list of any remaining minor items of Work within fifteen (15) days of the completion of the Work. Vendor shall complete all punch list items within thirty (30) days after the Parties agree to the punch list.

1.3 PAYMENT OF SUBCONTRACTORS AND MATERIALMEN; LIENS

Vendor shall promptly pay all subcontractors and materialmen who furnish labor or provide materials for the Work. Vendor shall not allow any subcontractor or materialmen to file a notice of lien or to record a lien against the Village or the Property. In the event that any such lien is filed or recorded, Vendor shall pay the subcontractor or materialmen and cause such lien to be released within thirty (30) days of the filing or recording of said lien. The failure of Vendor to timely cause the removal of such lien shall constitute a default under this Addendum and the Proposal and shall entitle the Village to terminate this Addendum and the Proposal in accordance with the provisions of Section 10 and to pursue appropriate remedies as set forth in Section 10 and as allowed by Illinois law. Alternatively, the Village reserves the right to directly pay any subcontractors or materialmen who have filed a notice of lien or recorded a lien against the Village or the Property, and to deduct such payment from amounts due to Vendor.

Vendor shall not file a notice of lien or record a lien against the Village or the Property. If Vendor disputes a payment made by the Village or the failure of the Village to pay, Vendor shall first send a written notice to the Village specifying its objection regarding payment. Vendor and the Village shall use good faith efforts to resolve any payment differences within fourteen (14) days of the Village's receipt of such letter. In the event that the Parties cannot reasonably resolve the dispute, the sole remedy of the Parties regarding that dispute is to file for binding arbitration with the American Arbitration Association, Chicago, Illinois. The filing party shall be responsible for the filing fee, and any other fees shall be paid by the Parties pursuant to the arbitration rules. Each party shall be responsible for payment of their own attorneys' fees. The Party which completely prevails in such arbitration is entitled to have their filing fee and other arbitration fees (including attorneys' fees, expert fees and other litigation expenses) paid by the non-prevailing party. In the event of a finding of complete liability against the Village in such arbitration, and upon the failure of the Village to make any required

payment in accordance with the finding, then Vendor may file a notice of and record a lien against the Village or the Property if permitted in the finding, or it may pursue any other lawful remedy to enforce such finding. In lieu of filing for arbitration due to the failure of the Village to pay as required, Vendor may terminate the Proposal and this Addendum, cease all Work, and waive any right to recover such payment or to recover other damages against the Village. In such case, Vendor agrees that it will not file a notice of or record a lien against the Village or Property under any circumstances, and that any such notice or filing shall constitute intentional slander of title, for which the Village may pursue any and all lawful and equitable remedies.

1.4 INSPECTION OF WORK

The Village, through its employees and agents, reserves the right to inspect and/or test the Work at any time without notice to Vendor. If any deficiencies are observed in the quality of the workmanship or materials or in the progress of the Work, the Village shall notify Vendor of such deficiency or deficiencies and the Vendor shall immediately inform the Village of its plans to cure the deficiency or deficiencies, which plans the Village may accept or not accept, in its reasonable discretion. If the Village reasonably requires correction of Work, or removal and replacement of Work, the Village shall notify the Vendor of this fact and the Vendor shall use commercially reasonable diligence to correct or remove and replace the defective Work, without additional cost to the Village. In lieu of correcting or removing and replacing defective Work, the Village may elect to accept the defective Work and issue a deductive change order reducing the payment due to Vendor by an amount which, in the Village's reasonable discretion, is appropriate and equitable.

1.5 PREVAILING WAGE ACT. Vendor shall at times comply with the provisions of the Illinois Prevailing Wage Act, 775 ILCS 5/1-101, *et seq.*

2 INDEMNITY AND HOLD HARMLESS AGREEMENT

- 2.1** To the fullest extent permitted by law, the Vendor shall indemnify, keep and save harmless the Village and its officers, employees, and agents against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, fines, costs and expenses, which may arise directly or indirectly from any negligence, misconduct, and/or reckless or willful acts of the Vendor, its employees, or its subcontractors, and the Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Vendor shall, at its own expense, satisfy and discharge the same. This Addendum shall not be construed as requiring the Vendor to indemnify the Village for the negligent or intentional acts of the Village.

Nothing contained herein shall be constructed as prohibiting the Village, its officers, employees, or agents, from defending through the selection and use of their own attorneys, agents, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, and suits.

3. NONDISCRIMINATION

3.1 Vendor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Addendum, the Vendor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Addendum.

3.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Vendor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., the Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and the Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

4. SEXUAL HARASSMENT POLICY

4.1 The Vendor, as a party to a public contract, shall have a written sexual harassment policy that:

- A. Notes the illegality of sexual harassment;
- B. Sets forth the State law definition of sexual harassment;
- C. Describes sexual harassment utilizing examples;
- D. Describes the Vendor's internal complaint process including penalties;
- E. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- F. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

5. EQUAL EMPLOYMENT OPPORTUNITY

5.1 In the event of the Vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Addendum may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the Work, the Vendor agrees as follows:

- 5.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 5.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 5.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 5.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Work obligations are undertaken or assumed, so that such provisions will be binding upon such

subcontractor. In the same manner as with other provisions of this Addendum, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

6. DRUG FREE WORKPLACE

Vendor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 6.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Village's or Vendor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Vendor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 6.3 Providing a copy of the statement required above to each employee engaged in the performance of the Work and to post the statement in a prominent place in the workplace.
- 6.4 Notifying the Village within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7. **[Intentionally deleted.]**

8. **INSURANCE REQUIREMENTS**

- 8.1 Prior to starting the Work, Vendor and any subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Vendor or subcontractor or any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
Comprehensive General Liability	\$2,000,000 \$3,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$2,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 8.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Addendum. The limit must be on a "Per Project Basis."
- 8.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 8.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 8.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

- 8.6 Vendor and all subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Westmont, and its officers, officials, employees, and volunteers” as “additional insureds” with respect to liability arising out of Work; and claims for bodily injury or death brought against Village by Vendor’s or subcontractor’s employees, or the employees of subcontractor’s subcontractors of any tier, or third parties, however caused, related to the performance of the Work. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 8.7 Vendor and all subcontractors shall maintain in effect all insurance coverages required by this Addendum at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Vendor or any subcontractor fails to procure or maintain any insured required by this Addendum, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Vendor or subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate the Proposal and this Addendum pursuant to its terms.
- 8.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Vendor or subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Vendor or subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 8.9 Any deductibles or self-insured retentions shall be the sole responsibility of Vendor or subcontractor, as applicable. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 9. SUBLETTING OF CONTRACT**
- 9.1 No portion of the Work shall be assigned, or any part sub-contracted without the written consent of the Village Manager or his designee, whose approval shall not be unreasonably withheld. In no case shall such consent relieve the Vendor from its obligations under this

Addendum and the Proposal.

10. TERMINATION OF CONTRACT

- 10.1 The Village reserves the right to terminate the whole or any part of the Proposal and this Addendum, upon written notice to the Vendor, for any reason and/or in the event that sufficient funds to complete the Work are not appropriated by the Village. Upon such termination, the Village shall pay all sums due to Vendor for Work performed as of the date of termination using the following procedures: Upon receipt of such notice of termination, Vendor shall submit final lien waivers for Vendor, its subcontractors and materialmen for Work performed or materials supplied, along with an industry-standard sworn statement regarding the Work and costs incurred. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue final payment of amounts due to Vendor in accordance with the Local Government Prompt Payment Act. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act.
- 10.2 The Village further reserves the right to terminate the whole or any part of the Proposal and this Addendum in the event of default by the Vendor. Default is defined as failure of Vendor to properly perform the Work, the failure of Vendor to comply with the provisions of the Proposal and this Addendum, or failure of Vendor to make sufficient progress so as to endanger timely performance of the Work in accordance with the Proposal and this Addendum. In the event of such default, the Village shall send written notice to Vendor specifying the default and requiring Vendor to cure the default within fourteen (14) days of its receipt of such notice. In the event that Vendor fails to timely cure such default, the Village may declare the Vendor in default and terminate the Proposal and this Addendum. Upon such termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated and repair and/or complete the Work. The Vendor shall be liable to the Village for any excess costs incurred by the Village for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Vendor. In addition to or in lieu of procuring similar supplies or services to complete the Work in the event of default and termination, the Village may pursue any and all remedies at law or at equity against Vendor due to such default and termination. The Village may seek to recover any and all direct and actual damages against Vendor due to its default, including its reasonable attorneys' fees, costs of litigation, and court costs as provided in Section 10.4. Village agrees that it shall not pursue claims against Vendor for consequential, indirect, incidental, special, exemplary, or punitive damages. These procedures and remedies amend and replace any remedies and limitations to the contrary set forth in the Proposal.
- 10.3 Vendor may terminate the Proposal and this Addendum in the event of default by the

Village. For purposes of this Addendum, the sole default by the Village entitling Vendor to terminate is the failure of the Village to make timely payments required by this Addendum. In the event of such default, Vendor may pursue the remedies for nonpayment set forth in Section 1.3 of this Addendum.

- 10.4 The prevailing party in any litigation (including arbitration per Section 1.3) to enforce the terms of the Proposal and Addendum is entitled to recover its reasonable attorneys' fees, costs of litigation, and court costs.

11. [Intentionally deleted.]

12. RELATIONSHIP BETWEEN THE VENDOR AND THE VILLAGE

- 12.1 The relationship between the Village and the Vendor is that of a buyer and seller of professional services and/or supplies and it is understood that the Parties have not entered into any joint venture or partnership with the other and have no power to legally bind the other party. Neither the Proposal nor this Addendum creates an employer-employee relationship between the parties.

13. STANDARD OF CARE

- 13.1. Vendor warrants and guarantees that the Work performed by Vendor under the Proposal and this Addendum will be conducted in a manner consistent with that high level of care and skill ordinarily exercised by members of the construction industry currently practicing in the same locality under similar conditions, and will be free from defects.
- 13.2 Vendor warrants that materials furnished will be of good quality, new, and will be free from defects.
- 13.3 Vendor warrants the quality of the workmanship and materials rendered and installed for the Work for a period of one (1) year from the completion of the Work by Vendor. Vendor will perform and provide at its own cost, and without reimbursement from the Village, the services and materials necessary to correct errors and omissions caused by Vendor's failure to comply with the above standard and reported to Vendor within one (1) year from the completion of the Work by Vendor.
- 13.4 Vendor makes no other representations, express or implied, and other no warranties or guarantees, including those of merchantability and fitness for a particular purpose, except for those stated above in this Section 13.
- 13.5 Vendor acknowledges that the Village has not designed the Work, and that the Village is not authorized to and will not direct the Work, supervise the methods of Work, or provide materials, equipment or tools for the Work.

14. GOVERNING LAW

- 14.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only

in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and for federal law claims, the federal court for the Northern District of Illinois, Eastern Division.

15. SUCCESSORS AND ASSIGNS

- 15.1 The terms of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that neither Party will assign this Agreement in whole or in part without the prior written approval of the other. The Vendor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

16. WAIVER OF CONTRACT BREACH

- 16.1 The waiver by one Party of any breach of the Proposal and Addendum or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of the Proposal and Addendum and will not be construed to be a waiver of any provision except for the particular instance.

17. AMENDMENT

- 17.1 The Proposal and Addendum will not be subject to amendment unless made in writing and signed by all Parties.

18. CHANGE ORDERS

- 18.1 At any time additional work is necessary or requested, and the Price is increased thereby, any change, addition or price increase must be agreed to in writing by all Parties. The appropriate authorizing signature for the Village is the Village Manager or his designee.

19. SEVERABILITY OF INVALID PROVISIONS

- 19.1 If any provisions of this Addendum are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Addendum, but it will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

20. FORCE MAJEURE

- 20.1 Neither the Vendor nor Village shall be responsible for any delay caused by the following contingencies beyond their control: war or insurrection, fires, natural calamities, riots, strikes, inclement weather which makes performance of the Work impossible, or requirements of government agencies other than the Village. Economic hardship, recession, shortage of supplies, increased costs, unavailability of workers, pandemics, and any other occurrences not listed in the first sentence of this Section do not constitute contingencies beyond a Parties' control.

21. TAX EXEMPTION

- 21.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to Vendor upon request.

22. [Intentionally deleted.]

23. NOTICE

- 23.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Westmont
31 W. Quincy St.
Westmont, IL 60559**

Notices shall be addressed to Vendor as follows:

**Jan Sziembariski
Director of Construction
Albrite Building, Inc.
229 W. Ogden Avenue
Westmont, IL 60559**

24. WORK SITE CONDUCT, SAFETY, AND CLEANING UP

- 24.1 All of Vendor's and subcontractor's laborers and workers, while working in and around the Work site, shall act in a professional and courteous manner. Vendor shall control the conduct of all laborers and workers in and around the Work site, including prohibiting (1) excessive noise or playing of music, (2) the use of offensive language, (3) smoking or drinking alcoholic beverages or using illegal substances or recreational cannabis, (4) physical violence, (5) theft, (6) transportation of hazardous materials, and (7) other detrimental conduct. If the Village determines, in its sole discretion, that any laborer or worker needs to be removed from the Work site due to his or her failure to comply with the terms of this Section, the Vendor will immediately remove such person.

- 24.2 Vendor and its subcontractors shall perform the Work in a safe manner and in accordance with all OSHA and other safety standards.

24.2 Vendor shall at all times keep the Work site free from accumulations of waste material, rubbish, and excessive dust, and shall maintain the Work site in a safe condition. Vendor shall neatly store and secure all tools, equipment, and materials at the end of each workday. At the completion of the Work, Vendor shall remove all Vendor signs, waste, rubbish, dust, tools, equipment, and excessive materials, and shall leave the Work site in a clean state. If the Vendor fails to keep the Work site clean on a daily basis or upon completion of the Work, the Village may do so at its expense and may deduct the costs thereof from monies owed to Vendor.

25. MATERIAL SAFETY DATA SHEETS

- 25.1 Vendor shall provide to the Village proper material safety data sheets, in compliance with

OSHA's Hazard Communication Standard, at the time of purchase, where applicable.

[Signature Page to Follow]

VENDOR:

_____ Company Name	Date: _____
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	_____ Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	_____ Print Name & Title
_____ Signature of Corporation Secretary	

VILLAGE OF WESTMONT:

_____ Authorized Signature
_____ Title
_____ Date

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation
Medical	Corporation
Charitable/Nonprofit	Government Agency

SIGNATURE: _____ **DATE:** _____

EXHIBIT "A"

PROPOSAL FROM ALBRITE BUILDING, INC.



Commercial & Residential

229 W. Ogden Ave
Westmont, IL. 60559
Phone: 630-655-9436
Fax: 630-242-6527
Email: office@albritebuilding.com

DATE. 08-19-2026

PROPOSAL # 07202026-1PW Rev # 2

FOR. 500 Cass Ave
Westmont, IL 60559
PD - 2nd floor corridor,
Kitchen, Training Room

TO. **Randy Tuchow**
Westmont Public Works
31 W Quincy Street
Westmont, IL 60559

DESCRIPTION	AMOUNT
Proposal for Flooring - Police Department - 2nd floor corridor, Training Room and Kitchen 500 Cass Ave Westmont, IL60559 - Prevailing Wages.	
1) Flooring	\$ 36,620.00
- Furnish and install new vinyl plank flooring. - Furnish and install 4-inch vinyl cove base. - Furnish all required adhesives. - Skim coat floor as required for flooring installation. - Remove and dispose of existing carpet at an off-site disposal facility. - Vinyl plank finish to be Woodland Taupe. Areas Included: - 2nd Floor Corridor - Training Room - Kitchen - Floor patching and repairs are not included. The extent of floor repairs cannot be determined until the existing flooring has been removed. Any required floor patching or repairs will be addressed under a separate change order.	
2) Finishes	\$ 3,600.00
- Touch up paint after flooring installation if needed.	
3) Furniture moving	Not Included
- By Owner.	
4) General condition	\$ 2,400.00
- Dumpster, protection, final clean up.	
5) Supervision	\$ 1,200.00
6) Overhead and profit	\$ 4,382.00
7) Notes, Clarifications & Exclusions	
- Any items that are not listed in above - are excluded from this proposal. - Building permits, bonds, parking spots and other permits and/or governmental fees, licenses and inspections necessary for proper execution and completion of the work not included in price. - Permit expediting - not included in proposal. - Change Orders will be initiated for the following: a) discrepancies that may exist between the	

- drawings/specification and field conditions; b) inconsistencies in the drawings and/or specifications; c) recommended design or specification changes that do not affect form, fit, or function.
- This proposal is based on working during typical day hours.
- Payment Terms:
- 25% deposit required upon contract execution.

After that:

- Progress Billing Invoicing.
- 15NET.
- Final payment no later than 10 days after punch list completion.
- A finance charge of 1.5% per month will be charged on balances over thirty days.
- In the event of default of any or all of the agreed upon payment terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency fees of 35%, attorney's fees, mechanic's lien fees, and court costs as the same are incurred in collecting the undersigned's past due amount.
- Acceptable Payment Forms: Check, Cash or via QuickBooks link provided with our invoice (personal/business checking).

General Provisions

1. Building permits, cash bonds, parking spots and other permits and governmental fees and inspections necessary for proper execution and completion of the Work not included in price.
Albrite is responsible for Registration Licenses per Village requirements.
2. All Work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. Contractor may at its discretion engage Subcontractors to perform work hereunder, provided Contractor shall fully pay said Subcontractor and all instances remain responsible for the proper completion of this Contract. Sworn Statement will be provided.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All Change Orders and /or Additional Work Authorization shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor agrees to remove all debris and perform professional cleaning.
9. Owner shall to pay any periodic or installment payments within thirty (30) days from invoice day.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or unavailability of materials.
11. Punch list shall be completed as soon as possible and within thirty (30) days of completion.
12. Contractor warrants all work for a period of one (1) year following completion.
13. The prices quoted herein are current as of the date of this proposal. We can only guarantee our quote for a period of thirty (30) days. This proposal may be subject to a price adjustment.

Albrite Building, Inc.

Date:

Jan Szlembarski, Director Of Construction

Accepted by:

Date:

Subtotal	\$	48,202.00
Tax Rate		0.00%
Sales Tax		-
Miss		-
TOTAL	\$	48,202.00

This proposal may be withdrawn by us if not accepted within 30 days. Proposal must be signed before any work is started.

**ADDENDUM TO PROPOSAL BETWEEN THE VILLAGE OF WESTMONT
AND ALBRITE BUILDING, INC.**

This Addendum to Proposal ("Addendum") is made this 3rd day of September, 2026, by and between Albrite Building, Inc., an Illinois corporation ("Vendor"), located at 229 W. Ogden Avenue, Westmont, Illinois 60559, and the Village of Westmont, an Illinois municipal corporation ("Village"), located at 31 W. Quincy Street, Westmont, Illinois 60559 (Vendor and the Village may be collectively referred to herein as the "Parties").

WHEREAS, the Village owns and operates its Police Department, located at 500 N. Cass Avenue, Westmont, Illinois (the "Property"), and the Village requires labor and materials to remodel the Sergeant's Office in the Property as detailed in Vendor's Proposal (the "Work"); and

WHEREAS, the Vendor is willing to perform for the Work pursuant to its Proposal & Contract ("Proposal") submitted to the Village and dated August 26, 2026, and pursuant to the terms and conditions contained in this Addendum; and

WHEREAS, the Village has supplemented the Proposal with this Addendum and desires to accept and approve the Proposal and this Addendum with Vendor for the Work.

NOW, THEREFORE, for mutual consideration exchanged between the Parties, the receipt and sufficiency of which is mutually acknowledged, it is agreed as follows:

I. SCOPE OF SERVICES; PRICE; PAYMENT

Vendor shall perform the Work as described in its Proposal and pursuant to the terms of this Addendum. The Proposal is attached hereto as Exhibit "A" and incorporated herein. ***In the event of a conflict or inconsistency between the terms of this Addendum and the terms of the Proposal, the terms of this Addendum shall control.***

The total cost of the Work is an amount not to exceed Twenty Eight Thousand Three Hundred Eighty Two and 00/100 Dollars (\$28,382.00)(the "Price"). The Price may be amended by change orders agreed to by the Parties in accordance with Section 18 of this Addendum.

Prior to performing the Work, Vendor shall apply for all building and other permits from the Village, and it shall take all reasonable action necessary to obtain all required permits from the Village. The Village agrees to process all such permit requests in a timely manner and in good faith. Vendor shall commence the Work within seven (7) days of its receipt of all required permits from the Village, unless a later start date is required by the Village or is otherwise agreed to by the Parties.

The Village retains the right to terminate the Proposal and Addendum after approval by the Parties at any time before Work is commenced by Vendor and for any reason. In the event of such termination by the Village before any of the Work is performed, the Village shall have no obligations, monetary or otherwise, to Vendor except to pay Vendor a reasonable fee for

preparation of its Proposal (not to exceed One Thousand Dollars (\$1,000.00)), to reimburse Vendor for any non-refundable permit fees, and to reimburse Vendor for the cost of purchased materials (where those materials cannot be returned or used on another project). Where Vendor has received a deposit from the Village for the Work, but has not commenced performance of the Work and the Proposal and Addendum are terminated, Vendor shall return the deposit to the Village, minus any reimbursable costs capped as stated above.

The Village shall pay Vendor according to the Payment Terms set forth in the Proposal, and subject to the following terms: Excluding the initial deposit to Vendor by the Village, if required, Vendor shall submit lien waivers or partial lien waivers, as the case may be, for Vendor, its subcontractors and materialmen for Work performed or materials supplied to date, along with an industry-standard sworn statement regarding the Work and costs incurred, for all payment requests. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the documents are received by the Village. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the revised documents are received by the Village.

Upon completion of the Work, including completion of all punch list items, Vendor shall submit a written and signed certification that the Work is complete in all respects. With such certification, Vendor shall submit final lien waivers for Vendor, its subcontractors and materialmen for Work performed or materials supplied, along with an industry-standard sworn statement regarding the Work and costs incurred. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the documents are received by the Village. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act based on the date that the revised documents are received by the Village.

Interest on unpaid balances shall accrue and be payable according to the Local Government Prompt Payment Act.

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES AND PERMITS

1.1 Vendor will strictly comply with all ordinances of the Village of Westmont and laws of

the State of Illinois. The Vendor shall obtain all necessary permits from the Village and any other entity having jurisdiction over any aspect of the Work. Vendor shall pay the costs of such Village permits, unless the costs of Village permits are waived by the Village.

1.2 TIME FOR COMPLETION

The Vendor shall complete all Work, excluding punch list items, on or before **October 30, 2026**. The Parties may mutually agree to extend this completion date due to change orders requested by the Village, due to hidden and unforeseeable conditions in the Village's property and existing improvements thereon, due to reasons of force majeure, or for other reasons. Upon completion of the Work, Vendor and the Village shall perform a final inspection of the Work and prepare and agree upon a punch list of any remaining minor items of Work within fifteen (15) days of the completion of the Work. Vendor shall complete all punch list items within thirty (30) days after the Parties agree to the punch list.

1.3 PAYMENT OF SUBCONTRACTORS AND MATERIALMEN; LIENS

Vendor shall promptly pay all subcontractors and materialmen who furnish labor or provide materials for the Work. Vendor shall not allow any subcontractor or materialmen to file a notice of lien or to record a lien against the Village or the Property. In the event that any such lien is filed or recorded, Vendor shall pay the subcontractor or materialmen and cause such lien to be released within thirty (30) days of the filing or recording of said lien. The failure of Vendor to timely cause the removal of such lien shall constitute a default under this Addendum and the Proposal and shall entitle the Village to terminate this Addendum and the Proposal in accordance with the provisions of Section 10 and to pursue appropriate remedies as set forth in Section 10 and as allowed by Illinois law. Alternatively, the Village reserves the right to directly pay any subcontractors or materialmen who have filed a notice of lien or recorded a lien against the Village or the Property, and to deduct such payment from amounts due to Vendor.

Vendor shall not file a notice of lien or record a lien against the Village or the Property. If Vendor disputes a payment made by the Village or the failure of the Village to pay, Vendor shall first send a written notice to the Village specifying its objection regarding payment. Vendor and the Village shall use good faith efforts to resolve any payment differences within fourteen (14) days of the Village's receipt of such letter. In the event that the Parties cannot reasonably resolve the dispute, the sole remedy of the Parties regarding that dispute is to file for binding arbitration with the American Arbitration Association, Chicago, Illinois. The filing party shall be responsible for the filing fee, and any other fees shall be paid by the Parties pursuant to the arbitration rules. Each party shall be responsible for payment of their own attorneys' fees. The Party which completely prevails in such arbitration is entitled to have their filing fee and other arbitration fees (including attorneys' fees, expert fees and other litigation expenses) paid by the non-prevailing party. In the event of a finding of complete liability against the Village in such arbitration, and upon the failure of the Village to make any required payment in accordance with the finding, then Vendor may file a notice of and record a

lien against the Village or the Property if permitted in the finding, or it may pursue any other lawful remedy to enforce such finding. In lieu of filing for arbitration due to the failure of the Village to pay as required, Vendor may terminate the Proposal and this Addendum, cease all Work, and waive any right to recover such payment or to recover other damages against the Village. In such case, Vendor agrees that it will not file a notice of or record a lien against the Village or Property under any circumstances, and that any such notice or filing shall constitute intentional slander of title, for which the Village may pursue any and all lawful and equitable remedies.

1.4 INSPECTION OF WORK

The Village, through its employees and agents, reserves the right to inspect and/or test the Work at any time without notice to Vendor. If any deficiencies are observed in the quality of the workmanship or materials or in the progress of the Work, the Village shall notify Vendor of such deficiency or deficiencies and the Vendor shall immediately inform the Village of its plans to cure the deficiency or deficiencies, which plans the Village may accept or not accept, in its reasonable discretion. If the Village reasonably requires correction of Work, or removal and replacement of Work, the Village shall notify the Vendor of this fact and the Vendor shall use commercially reasonable diligence to correct or remove and replace the defective Work, without additional cost to the Village. In lieu of correcting or removing and replacing defective Work, the Village may elect to accept the defective Work and issue a deductive change order reducing the payment due to Vendor by an amount which, in the Village's reasonable discretion, is appropriate and equitable.

1.5 PREVAILING WAGE ACT. Vendor shall at times comply with the provisions of the Illinois Prevailing Wage Act, 775 ILCS 5/1-101, *et seq.*

2 INDEMNITY AND HOLD HARMLESS AGREEMENT

- 2.1 To the fullest extent permitted by law, the Vendor shall indemnify, keep and save harmless the Village and its officers, employees, and agents against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, fines, costs and expenses, which may arise directly or indirectly from any negligence, misconduct, and/or reckless or willful acts of the Vendor, its employees, or its subcontractors, and the Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Vendor shall, at its own expense, satisfy and discharge the same. This Addendum shall not be construed as requiring the Vendor to indemnify the Village for the negligent or intentional acts of the Village.

Nothing contained herein shall be constructed as prohibiting the Village, its officers, employees, or agents, from defending through the selection and use of their own attorneys, agents, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, and suits.

3. NONDISCRIMINATION

3.1 Vendor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Addendum, the Vendor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Addendum.

3.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Vendor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., the Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and the Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

4. SEXUAL HARASSMENT POLICY

4.1 The Vendor, as a party to a public contract, shall have a written sexual harassment policy that:

- A. Notes the illegality of sexual harassment;
- B. Sets forth the State law definition of sexual harassment;
- C. Describes sexual harassment utilizing examples;
- D. Describes the Vendor's internal complaint process including penalties;
- E. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- F. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

5. EQUAL EMPLOYMENT OPPORTUNITY

5.1 In the event of the Vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Addendum may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the Work, the Vendor agrees as follows:

- 5.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 5.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 5.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 5.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Work obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Addendum, the

Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

6. DRUG FREE WORKPLACE

Vendor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 6.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Village's or Vendor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Vendor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 6.3 Providing a copy of the statement required above to each employee engaged in the performance of the Work and to post the statement in a prominent place in the workplace.
- 6.4 Notifying the Village within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7. **[Intentionally deleted.]**

8. **INSURANCE REQUIREMENTS**

- 8.1 Prior to starting the Work, Vendor and any subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Vendor or subcontractor or any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
Comprehensive General Liability	\$2,000,000 \$3,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$2,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 8.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Addendum. The limit must be on a "Per Project Basis."
- 8.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 8.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 8.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

- 8.6 Vendor and all subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Westmont, and its officers, officials, employees, and volunteers” as “additional insureds” with respect to liability arising out of Work; and claims for bodily injury or death brought against Village by Vendor’s or subcontractor’s employees, or the employees of subcontractor’s subcontractors of any tier, or third parties, however caused, related to the performance of the Work. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 8.7 Vendor and all subcontractors shall maintain in effect all insurance coverages required by this Addendum at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Vendor or any subcontractor fails to procure or maintain any insured required by this Addendum, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Vendor or subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate the Proposal and this Addendum pursuant to its terms.
- 8.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Vendor or subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Vendor or subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 8.9 Any deductibles or self-insured retentions shall be the sole responsibility of Vendor or subcontractor, as applicable. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 9. SUBLETTING OF CONTRACT**
- 9.1 No portion of the Work shall be assigned, or any part sub-contracted without the written consent of the Village Manager or his designee, whose approval shall not be unreasonably withheld. In no case shall such consent relieve the Vendor from its obligations under this Addendum and the Proposal.

10. TERMINATION OF CONTRACT

- 10.1 The Village reserves the right to terminate the whole or any part of the Proposal and this Addendum, upon written notice to the Vendor, for any reason and/or in the event that sufficient funds to complete the Work are not appropriated by the Village. Upon such termination, the Village shall pay all sums due to Vendor for Work performed as of the date of termination using the following procedures: Upon receipt of such notice of termination, Vendor shall submit final lien waivers for Vendor, its subcontractors and materialmen for Work performed or materials supplied, along with an industry-standard sworn statement regarding the Work and costs incurred. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue final payment of amounts due to Vendor in accordance with the Local Government Prompt Payment Act. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act.
- 10.2 The Village further reserves the right to terminate the whole or any part of the Proposal and this Addendum in the event of default by the Vendor. Default is defined as failure of Vendor to properly perform the Work, the failure of Vendor to comply with the provisions of the Proposal and this Addendum, or failure of Vendor to make sufficient progress so as to endanger timely performance of the Work in accordance with the Proposal and this Addendum. In the event of such default, the Village shall send written notice to Vendor specifying the default and requiring Vendor to cure the default within fourteen (14) days of its receipt of such notice. In the event that Vendor fails to timely cure such default, the Village may declare the Vendor in default and terminate the Proposal and this Addendum. Upon such termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated and repair and/or complete the Work. The Vendor shall be liable to the Village for any excess costs incurred by the Village for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Vendor. In addition to or in lieu of procuring similar supplies or services to complete the Work in the event of default and termination, the Village may pursue any and all remedies at law or at equity against Vendor due to such default and termination. The Village may seek to recover any and all direct and actual damages against Vendor due to its default, including its reasonable attorneys' fees, costs of litigation, and court costs as provided in Section 10.4. Village agrees that it shall not pursue claims against Vendor for consequential, indirect, incidental, special, exemplary, or punitive damages. These procedures and remedies amend and replace any remedies and limitations to the contrary set forth in the Proposal.
- 10.3 Vendor may terminate the Proposal and this Addendum in the event of default by the Village. For purposes of this Addendum, the sole default by the Village entitling Vendor

to terminate is the failure of the Village to make timely payments required by this Addendum. In the event of such default, Vendor may pursue the remedies for nonpayment set forth in Section 1.3 of this Addendum.

- 10.4 The prevailing party in any litigation (including arbitration per Section 1.3) to enforce the terms of the Proposal and Addendum is entitled to recover its reasonable attorneys' fees, costs of litigation, and court costs.

11. [Intentionally deleted.]

12. RELATIONSHIP BETWEEN THE VENDOR AND THE VILLAGE

- 12.1 The relationship between the Village and the Vendor is that of a buyer and seller of professional services and/or supplies and it is understood that the Parties have not entered into any joint venture or partnership with the other and have no power to legally bind the other party. Neither the Proposal nor this Addendum creates an employer-employee relationship between the parties.

13. STANDARD OF CARE

- 13.1. Vendor warrants and guarantees that the Work performed by Vendor under the Proposal and this Addendum will be conducted in a manner consistent with that high level of care and skill ordinarily exercised by members of the construction industry currently practicing in the same locality under similar conditions, and will be free from defects.
- 13.2 Vendor warrants that materials furnished will be of good quality, new, and will be free from defects.
- 13.3 Vendor warrants the quality of the workmanship and materials rendered and installed for the Work for a period of one (1) year from the completion of the Work by Vendor. Vendor will perform and provide at its own cost, and without reimbursement from the Village, the services and materials necessary to correct errors and omissions caused by Vendor's failure to comply with the above standard and reported to Vendor within one (1) year from the completion of the Work by Vendor.
- 13.4 Vendor makes no other representations, express or implied, and other no warranties or guarantees, including those of merchantability and fitness for a particular purpose, except for those stated above in this Section 13.
- 13.5 Vendor acknowledges that the Village has not designed the Work, and that the Village is not authorized to and will not direct the Work, supervise the methods of Work, or provide materials, equipment or tools for the Work.

14. GOVERNING LAW

- 14.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and for

federal law claims, the federal court for the Northern District of Illinois, Eastern Division.

15. SUCCESSORS AND ASSIGNS

- 15.1 The terms of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that neither Party will assign this Agreement in whole or in part without the prior written approval of the other. The Vendor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

16. WAIVER OF CONTRACT BREACH

- 16.1 The waiver by one Party of any breach of the Proposal and Addendum or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of the Proposal and Addendum and will not be construed to be a waiver of any provision except for the particular instance.

17. AMENDMENT

- 17.1 The Proposal and Addendum will not be subject to amendment unless made in writing and signed by all Parties.

18. CHANGE ORDERS

- 18.1 At any time additional work is necessary or requested, and the Price is increased thereby, any change, addition or price increase must be agreed to in writing by all Parties. The appropriate authorizing signature for the Village is the Village Manager or his designee.

19. SEVERABILITY OF INVALID PROVISIONS

- 19.1 If any provisions of this Addendum are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Addendum, but it will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

20. FORCE MAJEURE

- 20.1 Neither the Vendor nor Village shall be responsible for any delay caused by the following contingencies beyond their control: war or insurrection, fires, natural calamities, riots, strikes, inclement weather which makes performance of the Work impossible, or requirements of government agencies other than the Village. Economic hardship, recession, shortage of supplies, increased costs, unavailability of workers, pandemics, and any other occurrences not listed in the first sentence of this Section do not constitute contingencies beyond a Parties' control.

21. TAX EXEMPTION

- 21.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to Vendor upon request.

22. [Intentionally deleted.]

23. NOTICE

- 23.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Westmont
31 W. Quincy St.
Westmont, IL 60559**

Notices shall be addressed to Vendor as follows:

**Jan Sziembariski
Director of Construction
Albrite Building, Inc.
229 W. Ogden Avenue
Westmont, IL 60559**

24. WORK SITE CONDUCT, SAFETY, AND CLEANING UP

- 24.1 All of Vendor's and subcontractor's laborers and workers, while working in and around the Work site, shall act in a professional and courteous manner. Vendor shall control the conduct of all laborers and workers in and around the Work site, including prohibiting (1) excessive noise or playing of music, (2) the use of offensive language, (3) smoking or drinking alcoholic beverages or using illegal substances or recreational cannabis, (4) physical violence, (5) theft, (6) transportation of hazardous materials, and (7) other detrimental conduct. If the Village determines, in its sole discretion, that any laborer or worker needs to be removed from the Work site due to his or her failure to comply with the terms of this Section, the Vendor will immediately remove such person.

- 24.2 Vendor and its subcontractors shall perform the Work in a safe manner and in accordance with all OSHA and other safety standards.

24.2 Vendor shall at all times keep the Work site free from accumulations of waste material, rubbish, and excessive dust, and shall maintain the Work site in a safe condition. Vendor shall neatly store and secure all tools, equipment, and materials at the end of each workday. At the completion of the Work, Vendor shall remove all Vendor signs, waste, rubbish, dust, tools, equipment, and excessive materials, and shall leave the Work site in a clean state. If the Vendor fails to keep the Work site clean on a daily basis or upon completion of the Work, the Village may do so at its expense and may deduct the costs thereof from monies owed to Vendor.

25. MATERIAL SAFETY DATA SHEETS

- 25.1 Vendor shall provide to the Village proper material safety data sheets, in compliance with OSHA's Hazard Communication Standard, at the time of purchase, where applicable.

[Signature Page to Follow]

VENDOR:

_____ Company Name	Date: _____
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	_____ Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	_____ Print Name & Title
_____ Signature of Corporation Secretary	

VILLAGE OF WESTMONT:

_____ Authorized Signature
_____ Title
_____ Date

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

Individual	Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor	Limited Liability Company-Partnership
Partnership	Limited Liability Company-Corporation
Medical	Corporation
Charitable/Nonprofit	Government Agency

SIGNATURE: _____ **DATE:** _____

EXHIBIT "A"

PROPOSAL FROM ALBRITE BUILDING, INC.



Commercial & Residential

229 W. Ogden Ave
Westmont, IL. 60559
Phone: 630-655-9436
Fax: 630-242-6527
Email: office@albritebuilding.com

DATE: 08-20-2026
PROPOSAL # 08182026-1PW Rev # 1
FOR: 500 Cass Ave
Westmont, IL 60559
Sergeant's office remodel
TO: Randy Tuchow
Westmont Public Works
31 W Quincy Street
Westmont, IL 60559

DESCRIPTION	AMOUNT
Proposal for Sergeant's office remodel - Police Department per site visit on 08/17/2026 500 Cass Ave. Westmont, IL 60559 - Prevailing Wages.	
1) Protection, Demolition & Door/Frame Removal	\$ 3,000.00
- Provide protection of existing finishes, furniture, cabinets, and adjacent areas as required. - Demolish and remove approximately 3 LF of existing wing wall as indicated. - Carefully remove existing wood door and frame and save for Client. - Remove approximately 8' x 8' of existing drywall as required to access wall cavity for new electrical work.	
2) Framing, Drywall, Door Opening Infill & Wall Repairs	\$ 4,000.00
- Frame and infill existing opening following removal of wood door and frame. - Furnish and install new drywall to match adjacent existing construction. - Restore approximately 8' x 8' drywall area opened for electrical installation.	
3) Ceiling Grid / Tile Modifications	\$ 1,500.00
- Modify and repair existing acoustical ceiling grid at area affected by wing wall demolition. - Reconfigure grid as necessary to provide a continuous finished ceiling. - Reinstall existing ceiling tiles where possible and replace affected tiles as required. - Patch and finish ceiling perimeter conditions resulting from wall removal.	
4) Electrical	\$ 7,440.00
- Furnish and install twelve (12) new electrical receptacles at the locations shown on the furniture layout. - Extend new outlets from suitable existing electrical circuits; no new circuits or panel work included. - Install new electrical wiring in EMT conduit with copper conductors. - Relocate three (3) existing red UPS receptacles higher on the wall to clear the new cabinets and reconnect them to the existing UPS circuit. - Furnish and install four (4) data outlet rough-ins with boxes and conduit stubbed above the ceiling for future data wiring. - Complete electrical rough-in while walls are open and return after wall finishes are complete for final device installation. - Label and test all new and relocated electrical devices. - Update the panel directory as required. - Note: Data cabling and termination are by others.	
5) Patch & Paint Entire Room	\$ 4,000.00
- Prepare new and existing wall surfaces as required.	

- Patch minor imperfections resulting from construction work.
- Prime all new drywall and repaired areas.
- Paint the entire room to provide a uniform finished appearance.
- Provide finish coats as required for complete coverage.
- Paint color to match existing or Client-selected standard color.

6) Supervision, Mobilization & Final Cleanup

\$ 1,550.00

- Provide project coordination, mobilization, and supervision for the work described above.
- Coordinate work with Client and existing occupied facility operations.
- Perform daily cleanup of affected work areas.
- Provide final construction cleanup upon completion.
- Provide finish coats as required for complete coverage.
- Client to provide onsite garbage container.

7) Flooring

\$ 3,190.00

- Furnish and install new vinyl plank flooring.
- Furnish and install 4-inch vinyl cove base.
- Furnish all required adhesives.
- Skim coat floor as required for flooring installation.
- Remove and dispose of existing carpet at an off-site disposal facility.
- Vinyl plank finish to be Woodland Taupe.
- This will be done at the same time as 2nd floor corridor, training room and Kitchen

Areas Included:

- 1st Floor Sergeants Office

- Floor patching and repairs are not included. The extent of floor repairs cannot be determined until the existing flooring has been removed. Any required floor patching or repairs will be addressed under a separate change order.

8) Overhead and profit

\$ 3,702.00

9) Not Included

- New furniture, workstations, lockers, cabinets and installation.
- Data cabling/termination and IT equipment.
- Relocation or modification of HVAC.
- Sprinkler.
- Fire alarm systems.

10) Notes, Clarifications & Exclusions

- Any items that are not listed in above - are excluded from this proposal.
- Building permits, bonds, parking spots and other permits and/or governmental fees, licenses and inspections necessary for proper execution and completion of the work not included in price.
- Permit expediting - not included in proposal.
- Change Orders will be initiated for the following: a) discrepancies that may exist between the drawings/specification and field conditions; b) inconsistencies in the drawings and/or specifications; c) recommended design or specification changes that do not affect form, fit, or function.
- This proposal is based on working during typical day hours.

- Payment Terms:

- 25% deposit required upon contract execution.

After that:

- Progress Billing Invoicing
- 15NET.
- Final payment no later then 10 days after punch list completion.
- A finance charge of 1.5% per month will be charged on balances over thirty days.
- In the event of default of any or all of the agreed upon payment terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency

fees of 35%, attorney's fees, mechanic's lien fees, and court costs as the same are incurred in collecting the undersigned's past due amount.

- Acceptable Payment Forms: Check, Cash or via QuickBooks link provided with our invoice (personal/business checking).

1. Building permits, cash bonds, parking spots and other permits and governmental fees and inspections necessary for proper execution and completion of the Work not included in price.
Albrite is responsible for Registration Licenses per Village requirements.
2. All Work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. Contractor may at its discretion engage Subcontractors to perform work hereunder, provided Contractor shall fully pay said Subcontractor and all instances remain responsible for the proper completion of this Contract. Sworn Statement will be provided.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All Change Orders and /or Additional Work Authorization shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor agrees to remove all debris and perform professional cleaning.
9. Owner shall to pay any periodic or installment payments within thirty (30) days from invoice day.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or unavailability of materials.
11. Punch list shall be completed as soon as possible and within thirty (30) days of completion.
12. Contractor warrants all work for a period of one (1) year following completion.
13. The prices quoted herein are current as of the date of this proposal. We can only guarantee our quote for a period of thirty (30) days. This proposal may be subject to a price adjustment.

Albrite Building, Inc.	Date:	\$	28,382.00
			0.00%
 <i>Jan Szlembarski, Director Of Construction</i>			
Accepted by:	Date:		
		<i>TOTAL</i>	\$ 28,382.00

This proposal may be withdrawn by us if not accepted within 30 days. Proposal must be signed before any work is started.