



# 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

### December 19, 2024

### 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. **PUBLIC HEARING**

### a. **Property Tax Levy Hearing - Village of Westmont**

Board to consider a public hearing regarding the property tax levy for the Village of Westmont.

#### **Background of Subject Matter**

This public hearing is regarding the proposed 2024 Village of Westmont property tax levy.

#### **Additional Background**

The proposed 2024 tax levy for the Village of Westmont is in the amount of \$10,898,375. This represents an increase of 4.9% over the prior year extended property tax levy. This agenda item is for public discussion only with no board action taken.

**Type** Presentation

## **Budgeted**

### **b. Property Tax Levy Hearing - Village of Westmont Special Service Area 2**

Board to conduct a public hearing regarding the property tax levy for the Village of Westmont Special Service Area 2.

#### **Background of Subject Matter**

The public hearing is regarding the proposed 2024 Village of Westmont Special Service Area 2 property tax levy.

#### **Additional Background**

The proposed 2024 tax levy for the Village of Westmont Special Service Area 2 is in the amount of \$112,507. This represents an increase of 4.9% over the prior year extended property tax levy. This agenda item is for public discussion only with no board action taken.

**Type** Presentation

## **Budgeted**

## **7. ITEMS TO BE REMOVED FROM CONSENT AGENDA**

## **8. CONSENT AGENDA (OMNIBUS VOTE)**

### **a. Village Board Minutes**

#### **i. Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held December 5, 2024.

#### **Background of Subject Matter**

Required parliamentary procedure

**Type** Consent Item

## **Budgeted**

### **b. Finance Ordinance**

#### **i. Finance Ordinance #17**

**Type** Consent Item

## **Budgeted**

### **c. Purchase Order(s)**

#### **i. Gordon Flesch Company, Inc. \$43,216.00**

Annual monthly copier lease payments covering 13 printers / copiers for the time period April 2024 to November 2024

**Type** Consent Item



**Budgeted** Yes

- ii. **Tyler Technologies, Inc. \$81,920.76**  
Village-wide ERP Annual Licensing & Support 2025

**Type** Consent Item

**Budgeted** Yes

- iii. **Axon Enterprises, Inc. \$119,075.87**  
**Background of Subject Matter**  
System bundle - Interview Room and Squad Car video and Taser lease  
(Payment year 4 of a 5 year contract)

**Type** Consent Item

**Budgeted** Yes

- iv. **Total of Purchase Orders: \$244,212.63**

- d. **Total of Purchase Orders & Finance Ordinance #17**

- e. **2025 Westmont Winter Beer Festival**

Board to consider an ordinance approving the following requests from the Westmont Park District for the 2025 Winter Beer Festival to be held on February 15, 2025 at Ty Warner Park.

1. Community Event Permit - Pending Staff review and approval
2. Temporary Liquor License Fee Waiver
3. Tent Fee Waiver
4. Food Truck Permit Fee Waivers

**Background of Subject Matter**

The Westmont Park District has been holding an annual event featuring local breweries. The event will be fenced in and participants will have access to 2 oz. pours to sample throughout the event.

**Additional Background**

Event set up will be February 13, 2025.

**Type** Ordinance

**Budgeted**

- f. **2025 Westmont Cruisin' Nights & Street Fair**

Board to consider an ordinance approving the following requests from the Westmont Special Events Corporation for their 2025 Cruisin' Nights & Street Fair events:

1. Tent Permit Fee Waiver
2. Live Amplified Sound Permit for event hours
3. Street & Public Right of Way Closures

**Background of Subject Matter**

Cruisin' Nights is hosted by WSEC and is a festival-style car show similar to previous years. Live entertainment is provided on Cass Avenue. The event is popular and provides a great opportunity for local businesses.

**Additional Background**

Street Closures will be similar to previous years - Cass Avenue from Burlington to Naperville, barricades at both ends, allowing limited access for ingress and egress. Norfolk will be the main point of entry.

**Type** Ordinance

**Budgeted**

g. **2025 Taste of Westmont**

Board to consider an ordinance approving the following requests from the Westmont Special Events Corporation for the 2025 Taste of Westmont Event:

1. Special Event Liquor License
2. Amusement License Fee Waiver
3. Tent Permit Fee Waiver
4. Food truck Fee Waiver
5. Live Amplified Sound Permit for event hours
6. Street and Public Right of Way Closures

**Background of Subject Matter**

WSEC will be hosting the annual Taste of Westmont, July 10 - 13, 2025 in Downtown Westmont on Cass Avenue from Naperville Road to Burlington Avenue. This is a 4 day street festival.

**Additional Background**

The layout will be similar to previous years. There are two specific changes. 1) the main stage location will be moved north by 25ft. 2) The beer tent will be at 222 N Cass Avenue.

**Type** Ordinance

**Budgeted**

**9. NEW BUSINESS**

a. **Mayor's Trustee Appointment**

Board to consider a motion confirming the Mayor's appointment of Matthew Scales to fill the open trustee position.

**Background of Subject Matter**

This appointment will fill the vacancy left by Trustee Simonovich retiring.

**Type** Ordinance

**Budgeted**

b. **Westmont Centre Lease Agreement**

Board to consider an ordinance approving a Westmont Centre lease for Illinois State Representative Martha Deuter.

**Background of Subject Matter**

The spaces being leased are suites 103-104. Terms of the lease match those of prior State Representative Douglas and will be dated through State Representative Deuter's elected term of January 8, 2025 to January 13, 2027.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted**

c. **Intergovernmental Agreement - DuPage County**

Board to consider an ordinance approving an Intergovernmental Agreement between the Village of Westmont and DuPage County to promote regional tourism.

**Background of Subject Matter**

The IGA is to promote regional tourism and economic development in coordination with the FMC Natatorium. The County is providing up to \$50,000.00 in funding for this purpose.

**Type** Agreement/Contract

**Budgeted**

d. **Property Tax Levy - Village of Westmont**

Board to consider an ordinance adopting the 2024 property tax levy for the Village of Westmont.

**Background of Subject Matter**

The 2024 property tax levy is the Village's request to receive property tax revenue that it will receive during the FY2025 budget year starting January 1, 2025 and ending December 31, 2025. The tax levy must be approved and filed with DuPage County by the last Tuesday of December. The total proposed Village tax levy of \$10,898,375 represents a 4.9% increase over the prior year. Although not required since the increase in the proposed property tax levy is less than 5%, the Village has held a formal public hearing and published a legal notice in the newspaper regarding the property tax levy and the date of the public hearing.

### **Additional Background**

The Village Board first discussed the proposed 2024 property tax levy at the November 14, 2024 Village Board meeting. At the meeting, the Village Board approved a motion to approve the aggregate Village tax levy of \$11,010,882, which includes the Village's portion of \$10,898,375 and SSA portion of \$112,507.

### **Recommendation**

Approve

**Type** Ordinance

### **Budgeted**

#### **e. Property Tax Levy - Special Service Area 2**

Board to consider an ordinance adopting the 2024 property tax levy for the Village of Westmont's Special Service Area 2.

### **Background of Subject Matter**

The 2024 property tax levy is the Village's request to receive property tax revenue that it will receive during the FY2025 budget year starting January 1, 2025 and ending December 31, 2025. The tax levy must be approved and filled with DuPage County by the last Tuesday of December. The total proposed Special Service Area 2 tax levy of \$112,507 represents a 4.9% increase over the prior year. Although not required since the increase in the proposed property tax levy is less than 5%, the Village has held a formal public hearing and published a legal notice in the newspaper regarding the property tax levy and the date of the public hearing.

### **Additional Background**

The Village Board first discussed the proposed 2024 property tax levy at the November 14, 2024 Village Board meeting. At the meeting, the Village Board approved a motion to approve the aggregate Village tax levy of \$112,507 for Special Service Area 2.

### **Recommendation**

Approve

**Type** Ordinance

### **Budgeted**

#### **f. Abatement of Taxes**

Board to consider an ordinance abating taxes heretofore levied for the 2023 property tax cycle to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation

Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

### **Background of Subject Matter**

The Village issued alternate revenue bonds in 2017, 2019, and 2022. The debt service payments on these bonds are backed by Village revenue sources other than property taxes. These revenue sources are sufficient to pay the annual debt service payments in Fiscal Year 2025 starting January 1, 2025 and ending December 31, 2025.

### **Additional Background**

The annual debt service on alternate revenue bonds is automatically levied on Village taxpayers by DuPage County, unless the Village abates the automatic levy and files the abatement ordinance with the County.

### **Recommendation**

Approve

**Type** Ordinance

### **Budgeted**

#### **g. Resubdivision/Consolidation of Land**

Board to consider an ordinance approving requests from the Village of Westmont, related to the resubdivision/consolidation of land generally located at the northeast corner of North Cass Avenue and East Burlington Street in Westmont, Illinois, for the following:

1. Preliminary Plan and Final Plat of Subdivision to consolidate six (6) lots/parcels into one (1) lot.
2. Postponement of certain requirements of the Land Development Code regarding posting of security payment for open space areas and designing/installing certain required land improvements until development of the newly created lot.

### **Background of Subject Matter**

The consolidation is to facilitate the relocation of ComEd facilities, the realignment of Burlington Avenue and the creation of a buildable proposed Lot 1. No development is being proposed at this time. However, any future development of the consolidated property would need to go through all necessary zoning processes and meet the outstanding requirements of the Land Development Code.

### **Additional Background**

The subdivision/consolidation includes the following parcels and lots: 1 North Cass Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-001); 13-19 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-034); 21 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-003);

Unaddressed Parcel (PIN: 09-10-120-033); Unaddressed Parcel (PIN: 09-10-120-036); and Portions of the Public Right of Way.

### **Recommendation**

This case was heard at the December 11, 2024, Planning and Zoning Commission meeting and both items received a unanimous recommendation for approval.

**Type** Ordinance

### **Budgeted**

#### **h. Zoning Ordinance Text Amendment**

Board to consider ordinances approving a request from the Village of Westmont regarding a Zoning Ordinance text amendment regarding multiple-family density in the R-4 and R-5 Zoning Districts, as follows:

1. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-5 General Residence District.
2. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-4 General Residence District.

### **Background of Subject Matter**

At the November 14, 2024, special Community Development Committee (CDC) meeting, the Committee directed staff to prepare a text amendment to the density regulations for multiple-family dwellings. In 1986, the Village approved a text amendment that increased the minimum lot area for multiple-family dwellings. This reduced the allowable number of units per acre by approximately 50% in the R-5 and 25% in the R-4 zoning districts. Staff has prepared a text amendment that would revert the minimum lot area for multiple-family dwellings to the same minimum that was in place prior to the 1986 text amendment.

### **Additional Background**

The proposed changes would allow for greater density within the R-4 and R-5 zoning districts for new multiple-family developments. However, if a petitioner proposed a density higher than the proposed maximum, they would still need to apply and be approved for a variance prior to construction.

### **Recommendation**

This case was heard at the December 11, 2024, Planning and Zoning Commission meeting and unanimously recommended approval of the text amendment for the R-4 and R-5 Zoning Districts. Additionally, the Commission believes that revisions and additional research may be warranted with the Zoning Ordinance update and future Comprehensive Plan updates.

**Type** Ordinance

**Budgeted**

i. **Cyclic Parkway Tree Pruning Program**

Board to consider an ordinance authorizing the Village to exercise the first option year of the contract with Winkler Services, LLC for the Cyclic Parkway Tree Pruning Program.

**Background of Subject Matter**

On November 2, 2023, the Village Board awarded a contract to Winkler Services, LLC for the Cyclic Parkway Tree Pruning Program for the 2023-2024 fiscal year. This program included parkway tree pruning in the neighborhood bounded by 55th/Quincy and Cass/Williams, as well as Sycamore Run subdivision. Approximately 900 trees were pruned.

**Additional Background**

The original contract was for the 2023-2024 fiscal year with five one-year options to extend. Staff negotiated option year 1 pricing at a 3% increase as follows:

| \$ / Inch      |        |        |
|----------------|--------|--------|
| DBH size range | 2024   | 2025   |
| 10-14"         | \$6.00 | \$6.18 |
| 15-24"         | \$4.00 | \$4.12 |
| 25-35"         | \$4.25 | \$4.38 |
| 36"+           | \$4.50 | \$4.64 |

Staff recommends exercising this option year of the contract. The new contract will be for the 2025 calendar year.

**Recommendation**

Staff recommends exercising this option year of the contract for the Cyclic Parkway Tree Pruning Program with Winkler Services, LLC for an amount not to exceed \$140,000.00.

**Type** Ordinance

**Budgeted** Yes

j. **Water Rate Text Amendment**

Board to consider an ordinance approving amendments to Chapter 82 "Utilities", Article IV of the Westmont Municipal Code regarding water rates.

**Background of Subject Matter**

This text amendment changes the Village's water rate structure to include a fixed fee that varies by meter size and a tiered residential volumetric rate

where usage over 16,000 gallons per bi-monthly bill is billed at a higher rate. It also adjusts the long-term method for increase.

**Additional Background**

These changes are needed to allow us to adopt the rate structure recommended by Raftelis, a consultant retained by the Village to review our water revenues.

**Recommendation**

Staff recommends approval

**Type** Ordinance

**Budgeted**

k. **Establishment of Water Rates**

Board to consider an ordinance establishing water rates and fixed fees from 2025 through 2033.

**Background of Subject Matter**

These rates and fees will go into effect with the standard water bills issued 2/28/2025. In this 1st year, the vast majority of residents would see costs increase by approximately \$2.50/month. Through the Village website, customers can access a calculator that allows them to see personalized projections for the next several years.

**Additional Background**

Current water revenues are insufficient to meet infrastructure needs due to delayed rate increases during early COVID, unfunded mandates, rising construction costs, and our rate structure. The proposed changes were recommended by a consultant the Village retained to review our water rates and have been previously discussed at multiple committee and Village Board meetings.

**Recommendation**

Staff recommends approval

**Type** Ordinance

**Budgeted**

l. **Whistleblower Text Amendment**

Board to consider an ordinance amending Section 2-546 "Whistleblower reporting policy" of the Westmont Municipal Code.

**Background of Subject Matter**

This extends whistleblower protection to employees who report waste or abuse, and includes a duty to report.



**Additional Background**

This exceeds the Village's legal requirements under the Illinois Whistleblower Act, but establishing the duty to report is a requirement for the issuance of grants from the Illinois Department of Human Services.

**Recommendation**

Staff recommends approval

**Type** Ordinance

**Budgeted**

m. **Personnel Code Text Amendments**

Board to consider an ordinance approving multiple text amendments to Chapter 62 - Personnel of the Westmont Code of Ordinances.

**Background of Subject Matter**

The modifications are largely due to administrative updates or to comply with legislative changes, although some of the proposed revisions address minor formatting errors.

**Recommendation**

Staff recommends approval of the ordinance to amend Chapter 62 - Personnel of the Westmont Code of Ordinances.

**Type** Ordinance

**Budgeted****10. MISCELLANEOUS****11. EXECUTIVE SESSION**

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

**12. ADJOURN**

## PUBLIC NOTICE

A public hearing regarding the proposed property tax levy for the Village of Westmont for 2024 will be held Thursday, December 19, 2024 at 6:00 PM at the Westmont Village Hall, located at 31 W Quincy Street, Westmont, Illinois. Due to the limited size of the increase (less than 5%), the Village is not required by state law to post a public notice or hold a public hearing, but in the interest of transparency, the Village is choosing to do so. **Note:** Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Village of Westmont, Illinois 60559 between 8:00 A.M. and 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

## PUBLIC NOTICE

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# Village of Westmont

## ADMINISTRATION

Village Clerk

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

### Clerk's Office Village of Westmont

MINUTES OF THE BOARD MEETING HELD **Thursday, December 5, 2024.**

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

#### WESTMONT VILLAGE BOARD MEETING ROLL CALL:

**PRESENT:** Mayor Gunter P Clerk Szymski A

**TRUSTEES:** Barker P Liddle P  
Barry P Nero P  
Guzzo A (Vacancy)

#### STAFF:

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

**ATTORNEY:** Zemenak P Lampariello A

#### A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

#### **PRESS:**

Bugle A

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

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

#### **OPEN FORUM:**

- No open forum

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

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

### **VOTING SUMMARY**

|                    | <b><u>1</u></b> | <b><u>2</u></b> | <b><u>3</u></b> | <b><u>4</u></b> | <b><u>5</u></b> | <b><u>6</u></b> | <b><u>7</u></b> | <b><u>8</u></b> |
|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| TRUSTEE BARKER     | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | Y               |
| TRUSTEE BARRY      | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | <u>Y</u>        |
| TRUSTEE GUZZO      | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | <u>Y</u>        |
| TRUSTEE LIDDLE     | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | <u>Y</u>        |
| TRUSTEE NERO       | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | <u>Y</u>        |
| TRUSTEE SIMONOVICH | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | <u>Y</u>        | =               | <u>Y</u>        |

### **REPORTS**

#### **Mayor Gunter**

- We are deeply saddened by the sudden and tragic passing of Matt Verde, owner of Neat Kitchen & Bar. Matt was an important member of our business community, who had a great passion and commitment to making Westmont a better place for everyone. Our thoughts and prayers are with Matt's family, friends, and the staff at Neat Kitchen & Bar.
- The Village Board meeting schedule has been adjusted. Due to the holidays, the next Village Board meeting will be Dec. 19. Then, there will be a three week gap to the next meeting, which will be on January 9.
- The Holly Days Festival will start on Saturday night. The Frosty and Friends Parade, Tree Lighting Ceremony, and Pictures With Santa, will take place in downtown Westmont this Saturday, Dec. 7. The festivities kick off with the Westmont High School Choir singing in Addington Plaza at 4:30PM, followed by the parade at 5pm. More information can be found on the village website at [westmont.illinois.gov](http://westmont.illinois.gov)
- Tonight, the Village will continue the discussion regarding water infrastructure needs and corresponding rate increases to pay for these updates. Information has been posted on the Village website.

#### **Clerk Szymiski**

- Village offices will be closed to the public on the following dates: Dec. 24 & 25, Jan. 1, 2025

#### **Trustee Nero**

- Recapped the Public Works Committee meeting.
  - An architect firm did a needs analysis on our Fire Department.
  - The location of Cruisin' Nights was discussed.
  - Downtown Light fixtures were discussed.
  - Talked about the APA and some of the lead and copper rules will be changing.
- Gave an update on the guidelines for snow removal operations

- After an accumulation of 2 or more inches of snow, parking is prohibited on any street for a period of eight hours after the snow has stopped falling to assist with snow removal.
- If snow removal is still needed after 8 hours, parking is prohibited until operations have been completed.
- During snow removal operations, the first priority of the Village is to keep all main streets open for emergency vehicles and residential use.
- Additional snow removal info has been posted on the village website.
- The next Community Development Committee meeting is scheduled for December 11th.
- Tonight the Board will consider both a Text Amendment and two cases for Special Uses from the November meeting.
- KC's Hall will be having a food drive on December 7th.
- KC's Hall will be hosting a pancake breakfast with Santa on December 8th

#### **Trustee Liddle**

- The next Administration / Finance Committee meeting will be December 19, 4:30pm at Village Hall.
- The Village has begun using a new credit card payment processor for online bill payments. Details have been posted on the Village website.
- Business registrations for 2025 will be emailed soon to business license holders.

#### **Trustee Barker**

- The Holiday Lights Recycling is ongoing and residents can still drop off unwanted or broken lights until Jan. 31 at either the Library or Fire Headquarters.
- Recapped the Electronics & Recycling Event. We had another record-setting recycling event last month with 425 vehicles participating. Thank you Communications for coordinating, Public Works for dropping off traffic control devices, EMA for assisting with traffic flow, and our EIC volunteers for managing the event. Two collection events have been scheduled for 2025.
- Starting in January, the Environmental Improvement Committee will be meeting at the Library on the first Monday of each month, 5:30pm. There will be more guest speakers in 2025, so the Library will be a good venue to accommodate more public participation.

#### **Trustee Barry**

- Expressed condolences for the passing of Matt Verde.
- Citizens are encouraged to keep their homes and property safe by following the 9 P.M. ROUTINE every night.
  - The routine is as follows: Secure your vehicle, lock the garage, check your mail, lock your house.
  - If you see something, say something. The 9PM Routine details have been posted on the Village Website
- The Westmont Police Department is hiring. They are hiring Lateral Transfer Police Officers and information has been posted on the Village website.
- March 6, 2025 - The Fire Public Safety Committee meeting.
- The Fire Department encourages everyone to keep the wreath red. Now through January 2 to be vigilant with Fire Safety.

**ITEMS TO BE REMOVED FROM CONSENT AGENDA:**

- No items to be removed from the consent agenda.

**(1) CONSENT AGENDA [Omnibus Vote]:**

**Manage May** addressed the Board on this agenda item.

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

**(A) VILLAGE BOARD MINUTES**

**Board Meeting Minutes**

- Board to consider approving the Village Board Meeting held on **November 14, 2024**.

**(B) FINANCE ORDINANCE**

- **Finance Ordinance #16: \$ 1,569,097.69**

**(C) PURCHASE ORDERS:**

No purchase orders for this meeting.

**(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE:** **\$ 1,569,097.69**

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

**VOTE ON MOTION #1**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**(2) SPECIAL USE PERMIT - 822 EAST OGDEN AVE - BOWIE BARKER**

**Community Development Director Hennerfiend and Furqan Hadi** addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance approving a request by FH PB Company, LLC and SJ Investment Associates, LLC regarding 822 East Ogden Avenue, Westmont, Illinois, 60559 for the following:

1. Special Use Permit request to operate an animal grooming business in the B-2 General Business District.

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

**VOTE ON MOTION #2**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

### **(3) TEXT AMENDMENT - SPECIAL USES O/R ZONING DISTRICT**

**Community Development Director Hennerfiend and John Simpson** addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a Zoning Ordinance text amendment request from FULTON WESTMONTIL LLC to Appendix A, Section 8.13, "Special uses in the office/research district," of the Zoning Ordinance to allow performing arts studios as an allowable special use in the Office/Research (O/R) District.

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

#### **VOTE ON MOTION #3**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

### **(4) SPECIAL USE PERMIT - 750 PASQUINELLI DRIVE - EXPRESSION DANCE STUDIO**

**Community Development Director Hennerfeind and Amber Saraceno** addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a request from Expression Dance Studio, Inc. for the property at 750 Pasquinelli Drive, Westmont, Illinois, 60559, for the following:

1. Special Use Permit request to operate a Performing Arts Studio in the Office/Research (O/R) District.

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

#### **VOTE ON MOTION #4**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

### **(5) APPROVAL OF INTERGOVERNMENTAL AGREEMENT - LIBERTY PARK WATER EXPANSION PROJECT (ARPA)**

**Village Manager May** addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving the Intergovernmental Agreement (IGA) between County of DuPage, Illinois and the Village of Westmont for the Liberty Park Water Expansion Project (ARPA).

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

#### **VOTE ON MOTION #5**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo



**(6) AWARD OF BID PROPOSAL - LINCOLN AND 41ST STREET WATERMAIN EXTENSION**

**Public Works Director Ries and Village Manager May** addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance awarding the bid to Miller Pipeline LLC for the Lincoln and 41st Street Watermain Extension, and authorizing a construction contract consistent with the bid documents.

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

**VOTE ON MOTION #6**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

**(7) WATER RATE ADJUSTMENT DISCUSSION**

**Finance Director Altic** addressed the Village Board on this item.

Director Altic gave a presentation to the Village Board informing them of how the changes will affect water bills for residents. The water rate analysis provided a better understanding for the upcoming adjustment. An ordinance will be presented to the Village Board at the next meeting.

**MISCELLANEOUS**

- The Mayor proposes Matt Scales to fill the vacancy on the Village Board for the next 5 months.
- Trustee Nero stated that he and the Mayor have been working with DuPage County to approve a \$50,000 ARPA funded grant specifically for the natatorium.

**(8) ADJOURNMENT - 7:09 pm**

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

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

**VOTE ON MOTION #8**

Ayes: Barker, Barry, Liddle, Nero

Nays: None

Absent: Guzzo

**MEETING ADJOURNED AT 7:09 P.M.**

**ATTEST:**

**APPROVED:**

---

Virginia Szymiski, Village Clerk

---

Ronald J. Gunter, Mayor

Dated this 19th day of December, 2024

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**VILLAGE BOARD MEETING MINUTES**

December 5, 2024



# Village of Westmont

# Purchase Order

PO Date: 2024-12-04

Page: 1 of: 1

## Bill To:

FINANCE  
31 W QUINCY  
WESTMONT, IL 60559  
Email: [AP@WESTMONT.IL.GOV](mailto:AP@WESTMONT.IL.GOV)

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

Purchase  
Order #

**25201689**

## Vendor:

Gordon Flesch Company, Inc.  
GFC Leasing (Inactive)  
2675 Research Park Drive  
Madison, WI 53711-4906

## Ship To:

See Shipping Information Below

| Vendor Number |                                                                                                                                                                                                            | Vendor Phone Number |  | Vendor Fax Number |      | Delivery Reference |                |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--|-------------------|------|--------------------|----------------|
| 101165        |                                                                                                                                                                                                            | 630-845-7653        |  |                   |      |                    |                |
| Item#         | Description/PartNo                                                                                                                                                                                         |                     |  | QTY               | UOM  | Unit Price         | Extended Price |
| 1             | Copier Leasings<br>Copier Leasings<br>GL Account: 3053011 - 55039 - 1GOV<br><br>Ship To: FINANCE<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a> |                     |  | 1.0               | EACH | \$43,216.00        | \$43,216.00    |

By: *Spencer Parks*  
Authorized Signature

**PO Total** **\$43,216.00**

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

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

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

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



# Village of Westmont

# Purchase Order

PO Date: 2024-12-12

Page: 1 of: 1

## Bill To:

INFORMATION TECHNOLOGY  
31 W QUINCY  
WESTMONT, IL 60559  
Phone: 630-981-6240 EXT 2

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

Purchase  
Order #

**25201765**

## Vendor:

TYLER TECHNOLOGIES, INC.  
P.O. BOX 203556  
DALLAS, TX 75320-3556  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

## Ship To:

See Shipping Information Below

| Vendor Number | Vendor Phone Number                                                                               | Vendor Fax Number | Delivery Reference |      |             |                |
|---------------|---------------------------------------------------------------------------------------------------|-------------------|--------------------|------|-------------|----------------|
| 100358        | 800-772-2260                                                                                      |                   |                    |      |             |                |
| Item#         | Description/PartNo                                                                                |                   | QTY                | UOM  | Unit Price  | Extended Price |
| 1             | ERP Licensing & Support-2025 (Simultaneous Pymt)                                                  |                   |                    |      |             |                |
|               | ERP Licensing & Support - Calendar Year 2025                                                      |                   | 1.0                | EACH | \$81,920.76 | \$81,920.76    |
|               | GL Account: 0151160 - 58062 - 1GOV                                                                |                   |                    |      |             |                |
|               | Ship To: INFORMATION TECHNOLOGY<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Phone: 630-981-6240 EXT 2 |                   |                    |      |             |                |

By: Spencer Parker  
Authorized Signature

**PO Total** **\$81,920.76**

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

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

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

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



# Village of Westmont

# Purchase Order

PO Date: 2024-12-12

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 #

25201766

## Vendor:

AXON ENTERPRISES, INC.  
17800 NORTH 85th STREET  
SCOTTSDALE, AZ 85255  
Email: [ar@axon.com](mailto: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 |  |
|               | Axon System-Bundle Yr 4/5 (Aug & Dec 2024)                                                                                                                                                                                                                             |                   |                    |             |                |  |
| 1             | Axon System-BWC,Interview Rms,Squads,Tasers Yr 4/5 (Dec)<br>Total Price over 5 years = \$595,379.30 per contract<br>Contract approved 10/21/21<br>GL Account: 3053066 - 57067 - 1GOV \$89,112.21<br><br>Ship To: POLICE DEPARTMENT<br>500 N CASS<br>WESTMONT, IL 60559 | 1.0               | EACH               | \$89,112.21 | \$89,112.21    |  |
| 2             | Axon System-BWC,Interview Rms,Squads,Tasers Yr 4/5 (Aug)<br>Total Price over 5 years = \$595,379.30 per contract<br>Contract approved 10/21/21<br>GL Account: 3053066 - 57067 - 1GOV \$29,963.66<br><br>Ship To: POLICE DEPARTMENT<br>500 N CASS<br>WESTMONT, IL 60559 | 1.0               | EACH               | \$29,963.66 | \$29,963.66    |  |

By: Spencer Parker  
Authorized Signature

PO Total \$119,075.87

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

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

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

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

# Village of Westmont

## Community Event Permit Application

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 90 DAYS PRIOR TO THE EVENT

Village of Westmont Clerk's Office, 31 W Quincy St. Westmont, IL 60559 Fax: 630-829-4441

INSTRUCTIONS: PLEASE READ THE GUIDE TO SPECIAL EVENTS PLANNING BEFORE COMPLETING APPLICATION

### GENERAL EVENT INFORMATION

Name of Event

**Winter Beer Festival**

Exact Address of Event

**800 Blackhawk Dr Westmont, IL 60559**

Type of Event (Check all applicable)

☐ Festival ☐ Run/Walk ☐ Parade ☐ Car Show ☐ Carnival ☐ Fireworks \*For Government Entities Only\* ☐ Other: **Beer Fest**

Date(s) of Event

**2/15/2025**

Hours of Event

**1pm - 6pm**

Set Up Date

**2/13/2025**

Rain Date (If Applicable)

**NA**

Estimated Attendance

**1000**

Description/Purpose of Event (Be as detailed as possible)

**The Westmont Park District looks to host the Winter Beer Festival again in 2025. This fenced in event, showcases local breweries. Participants will have access to 2 oz pours of beer to sample throughout the event. The event will be fenced in and take place in a large tent.**

### SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

**Westmont Park District**

Contact Person from Sponsoring Organization

**Bob Fleck**

Sponsoring Organization Address

**55 E. Richmond St**

City

**Westmont**

Zip

**60559**

Phone Number

**630-969-7923**

E-Mail

**rfleck@westmontparks.org**

Website

**westmontparks.org**

### ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

**Luke Wyss**

E-mail

**lwys@westmontparks.org**

Organizer/Coordinator Address

**75 E. Richmond St**

City

**Westmont**

Zip

**60559**

Phone Number

**630-963-5259**

Cell Phone Number

**331-230-0964**

Fax Number

# Village of Westmont

## Community Event Permit Application

Continued

### Event Overview

EVENT LAYOUT & SET-UP (describe complete site plan of event with location of tent(s), tables, chairs, generator(s), layout of power cables, stage, sound system, lighting, food and beverage service, fencing, water hook-up location, port-a-potties, waste receptacles, etc.) **A site plan that includes the information listed above is REQUIRED.**

### Attached

Is this site plan attached?

☒ Yes ☐ No

Note: Layout must include public street and parking lot closures, barricades, placement of stage and tents, location of water hook-ups, placement waste receptacles, placement of tents-tables-chairs, location of food and beverage service, location of information tent, etc.

Will you be using a tent?

☒ Yes ☐ No

If Yes, a tent permit application will need to be completed and approved. Please see Community Dev.

Have you submitted and obtained a Temporary Sign Permit for your event signs/banners posting permit from the Westmont Building & Zoning Division?

☒ Yes ☐ No

Have you made arrangements with the Westmont Communications Director to have the Village hang/place signs and/or banners in the right-of-way?

☒ Yes ☐ No

Has an Event Proximity Notice been prepared?

☒ Yes ☐ No

If Yes, please attach a copy for review.

Note: Minimally, the Village of Westmont requires the sponsoring organization to provide hand delivered notification regarding this event to all businesses and residences within one block of the event at least 7 days prior to the event. The Village may require a wider area of distribution depending on the size, scope and community impact of the event. This notice must include general information regarding the event including event hours, street & parking lot closures, sound amplification, special uses that may affect neighbors, event chair contact information including name and phone number, and more. This notice must be approved by the Westmont Media Relations Coordinator and a copy must be submitted with this application.

Will your event serve alcohol?

☒ Yes ☐ No

If Yes, in order to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the Illinois Liquor Control Commission and the Village. If your event includes the use of alcohol, you will need to provide liquor liability coverage on your Certificate of Insurance

Will your event serve food?

☒ Yes ☐ No

Note: A Westmont Police Officer(s) will need to be hired for the event, as required by ordinance if an event serves alcohol.

If Yes, who will be responsible for preparing/serving food and meeting all County and State Health Codes?

If Yes, a DuPage County Health Department temporary food service and/or mobile vending permit is required. No food or beverage can be sold or given away at events open to the public, unless authorized by the County.

Will your event require Police, Fire, or Public Works support?

☒ Yes ☐ No

☒ Police ☐ Fire ☐ PW (check all that apply)

Note: The Village will provide limited support to public events on a case-by-case basis and pending staff availability. This includes the availability of additional police services (i.e. traffic control, officer presence at event, etc.); public works services (i.e. road closures, street sweeping, provision of barricades, etc.) and fire services (i.e. medics or ambulance on standby). Additionally, during the Special Event application review, the Village may require Police or Public Works personnel at the event. The cost for any Village personnel involved during the day(s) of the event and in preparation for the event will be charged back to the sponsoring agency or applicant. The Village will determine the number of personnel necessary to ensure the safety of the participants and spectators, to minimize inconvenience to the residents and to reduce public liability exposure to the sponsoring agency or applicant, as well as to the Village of Westmont. An invoice will be sent to the sponsoring organization after the event has concluded indicating these costs. Failure to pay the invoice within 30 days shall result in a \$50 late fee. A pre-event meeting is required for any event that includes road closures or Village traffic control. At a minimum, the permit applicant's point of contact must be present. This meeting shall occur at least two weeks prior to the event.

Have you secured an appropriate insurance policy?

☒ Yes ☐ No

Note: A Certificate of Insurance showing evidence of a commercial liability policy and additional insured endorsement naming the Village of Westmont, its officials, employees, agents, and volunteers as an additional insured, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering any such claims for bodily injury and property damage is required for special events. Coverage to the additional insured shall be provided on a primary and non-contributory basis. In addition, the special event that is covered by the insurance must be named on the certificate. Upon approval of your special event, an original copy of the Certificate of Insurance, and additional insured endorsement is due at least 30 days prior to the event. The Village of Westmont reserves the right to request additional insurance for the event if deemed necessary by the Village staff or the Village Board.

Are you requesting closure of a public right-of-way such as a street or parking lot?

☐ Yes ☒ No

☐ Street ☐ Parking Lot (check all that apply)

If Yes, this requires board action and proof of insurance.

If Yes, list parking lot/street locations and times of closure.

NA

Describe your proposed traffic plan, including all streets and intersections to be closed before, during and after the event. Additionally describe your proposed parking plan including areas designated for public parking, handicap parking, and how this plan will be promoted to the public.

NA

Will your event require a water hook-up?

☐ Yes ☒ No

If Yes, list where and when you would like the water hook-up?

Will food trucks be present?

☒ Yes ☐ No

If Yes, please fill out food truck application

Are there any items that require Board approval?

☒ Yes ☐ No

If Yes, list all items requiring board action (such as but not limited to sound amplification, use of public right-of-way, new event, etc.)

### Liquor License

Will you be selling raffle tickets as part of your event?

☐ Yes ☒ No

If Yes, a Village raffle license is required.

Will a Public Address (PA) system or amplified sound be used?

☐ Yes ☒ No

If Yes, a Village Live Amplified Sound Permit is required.

If this is a carnival or circus have you applied and obtained an Amusement License?

☐ Yes ☒ No

If No, The Amusement License will need to be obtained prior to the Special Event Permit being approved.

**Village of Westmont**  
**Community Event Permit Application**

Continued

**Applicant Statement of Agreement**

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application. I have the authority from my organization to sign and submit this application on their behalf.

Signature of Applicant

Date

Westmont Park District

Organization

11/25/2024

**Indemnification and Hold Harmless Agreement**

IN CONSIDERATION OF THE UNDERSIGNED ('APPLICANT') REQUESTING TO HOLD THE FOLLOWING SPECIAL EVENT IN THE VILLAGE OF WESTMONT, Westmont Park District, THE UNDERSIGNED HEREBY RECOGNIZES, ACKNOWLEDGES, AND ASSUMES ANY AND ALL RISK PERTAINING TO SAID SPECIAL EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE VILLAGE OF WESTMONT, ILLINOIS, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS AGAINST ALL INJURIES, DEATHS, LOSS, DAMAGES, CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), WHICH MAY IN ANY MANNER ACCRUE AGAINST THE VILLAGE OF WESTMONT, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARISING IN WHOLE OR IN PART OR IN CONSEQUENCE OF SAID SPECIAL EVENT BY THE UNDERSIGNED ORGANIZATION, ITS EMPLOYEES, AGENTS, VOLUNTEERS, GUESTS OR VENDORS, OR WHICH MAY IN ANY MANNER RESULT FROM SAID SPECIAL EVENT, DIRECTLY OR INDIRECTLY, EXCEPT THAT ARISING OUT OF THE SOLE LEGAL CAUSE OF THE VILLAGE OF WESTMONT, ITS AGENTS OR EMPLOYEES.

Agreed this 25 day of November 2024

Luke Wyss

Name of Applicant

Westmont Park District

Organization

Signature of Applicant

**\*\*\*\*FOR OFFICE USE ONLY\*\*\*\***

Application Received On: \_\_\_\_\_ By: \_\_\_\_\_

Fees Paid: ☐ Yes ☐ No

Waiver of Fees: ☐ Yes ☐ No

Board Approval Required: ☐ Yes ☐ No

Items Requiring Board Approval: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_







# Village of Westmont

## Community Event Permit Application

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 90 DAYS PRIOR TO THE EVENT

Village of Westmont Clerk's Office, 31 W Quincy St. Westmont, IL 60559 Fax: 630-829-4441

INSTRUCTIONS: PLEASE READ THE GUIDE TO SPECIAL EVENTS PLANNING BEFORE COMPLETING APPLICATION

### GENERAL EVENT INFORMATION

Name of Event

2025 Westmont Cruisin ' Nights & Street Fair hosted by Westmont Special Events Corp.

Exact Address of Event

On Cass from Burlington to Naperville, West Burlington from Cass to the Uptown

Type of Event (Check all applicable)

☐ Festival ☐ Run/Walk ☐ Parade ☒ Car Show ☐ Carnival ☐ Fireworks \*For Government Entities Only\* ☐ Other:

Date(s) of Event

Thursdays, June 5 - August 28, 13 wks

Hours of Event

5-9pm; 1/2 hr setup / teardown

Set Up Date

on each event day

Rain Date (If Applicable)

NA

Estimated Attendance

Up to 3000 guests per event - weather dependent

Description/Purpose of Event (Be as detailed as possible)

Weekly car cruise night for residents and guests with classic cars, festival-style layout, food vendors, additional vendors, themed nights, live music, car clubs, on-street alcohol, art shows, painting classes, kids activities, misc. entertainment, and more. Goal to bring people to event and the community.

### SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Westmont Special Events Corp.

Contact Person from Sponsoring Organization

Kristina Kaniauskaite (on PT leave time); Emma Cismesia (current point of contact); Steve Golembiewski

Sponsoring Organization Address

One S. Cass - Suite 102

City

Westmont

Zip

60559

Phone Number

630-829-9378

E-Mail

wsec@westmontevents.com

Website

westmontevents.com

### ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

Kristina Kaniauskaite (on PT leave); Steve Golembiewski (Pres.); Emma Cismesia

E-mail

wsec@westmontevents.com

Organizer/Coordinator Address

One S. Cass - Suite 102

City

Westmont

Zip

60559

Phone Number

630-829-9378

Cell Phone Number

Emma - 630-935-2334

Fax Number

# Village of Westmont

## Community Event Permit Application

Continued

### Event Overview

EVENT LAYOUT & SET-UP (describe complete site plan of event with location of tent(s), tables, chairs, generator(s), layout of power cables, stage, sound system, lighting, food and beverage service, fencing, water hook-up location, port-a-potties, waste receptacles, etc.) **A site plan that includes the information listed above is REQUIRED.**

Similar to previous years, Cruisin ' Nights on Cass from Burlington to Naperville, barricades at both ends, allowing limited access for ingress and egress. Norfolk main point of entry.

|                                                                                                                                                   |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is this site plan attached?                                                                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <i>Note: Layout must include public street and parking lot closures, barricades, placement of stage and tents, location of water hook-ups, placement waste receptacles, placement of tents-tables-chairs, location of food and beverage service, location of information tent, etc.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Will you be using a tent?                                                                                                                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , a tent permit application will need to be completed and approved. Please see Community Dev.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Have you submitted and obtained a Temporary Sign Permit for your event signs/banners posting permit from the Westmont Building & Zoning Division? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Have you made arrangements with the Westmont Communications Director to have the Village hang/place signs and/or banners in the right-of-way?     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Has an Event Proximity Notice been prepared?                                                                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , please attach a copy for review.<br><i>Note: Minimally, the Village of Westmont requires the sponsoring organization to provide hand delivered notification regarding this event to all businesses and residences within one block of the event at least 7 days prior to the event. The Village may require a wider area of distribution depending on the size, scope and community impact of the event. This notice must include general information regarding the event including event hours, street &amp; parking lot closures, sound amplification, special uses that may affect neighbors, event chair contact information including name and phone number, and more. This notice must be approved by the Westmont Media Relations Coordinator and a copy must be submitted with this application.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Will your event serve alcohol?                                                                                                                    | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , in order to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the Illinois Liquor Control Commission and the Village. If your event includes the use of alcohol, you will need to provide liquor liability coverage on your Certificate of Insurance<br><i>Note: A Westmont Police Officer(s) will need to be hired for the event, as required by ordinance if an event serves alcohol.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Will your event serve food?                                                                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , who will be responsible for preparing/serving food and meeting all County and State Health Codes? <div></div><br><b>If Yes</b> , a DuPage County Health Department temporary food service and/or mobile vending permit is required. No food or beverage can be sold or given away at events open to the public, unless authorized by the County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Will your event require Police, Fire, or Public Works support?                                                                                    | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Fire <input checked="" type="checkbox"/> PW (check all that apply)<br><i>Note: The Village will provide limited support to public events on a case-by-case basis and pending staff availability. This includes the availability of additional police services (i.e. traffic control, officer presence at event, etc.); public works services (i.e. road closures, street sweeping, provision of barricades, etc.) and fire services (i.e. medics or ambulance on standby). Additionally, during the Special Event application review, the Village may require Police or Public Works personnel at the event. The cost for any Village personnel involved during the day(s) of the event and in preparation for the event will be charged back to the sponsoring agency or applicant. The Village will determine the number of personnel necessary to ensure the safety of the participants and spectators, to minimize inconvenience to the residents and to reduce public liability exposure to the sponsoring agency or applicant, as well as to the Village of Westmont. An invoice will be sent to the sponsoring organization after the event has concluded indicating these costs. Failure to pay the invoice within 30 days shall result in a \$50 late fee. A pre-event meeting is required for any event that includes road closures or Village traffic control. At a minimum, the permit applicant's point of contact must be present. This meeting shall occur at least two weeks prior to the event.</i> |
| Have you secured an appropriate insurance policy?                                                                                                 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <i>Note: A Certificate of Insurance showing evidence of a commercial liability policy and additional insured endorsement naming the Village of Westmont, its officials, employees, agents, and volunteers as an additional insured, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering any such claims for bodily injury and property damage is required for special events. Coverage to the additional insured shall be provided on a primary and non-contributory basis. In addition, the special event that is covered by the insurance must be named on the certificate. Upon approval of your special event, an original copy of the Certificate of Insurance, and additional insured endorsement is due at least 30 days prior to the event. The Village of Westmont reserves the right to request additional insurance for the event if deemed necessary by the Village staff or the Village Board.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Are you requesting closure of a public right-of-way such as a street or parking lot?                                                              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Street <input checked="" type="checkbox"/> Parking Lot (check all that apply)<br><b>If Yes</b> , this requires board action and proof of insurance.<br><b>If Yes</b> , list parking lot/street locations and times of closure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Similar to last year, request permission to use all right-of-way and public-owned property from Burlington to Naperville, and from Lincoln to Linden; and Burlington from Cass to The Uptown

Describe your proposed traffic plan, including all streets and intersections to be closed before, during and after the event. Additionally describe your proposed parking plan including areas designated for public parking, handicap parking, and how this plan will be promoted to the public.

Similar to last year, work w/ Village to create updated detour and road closures.

|                                                  |                                                                     |                                                                                                                                                     |
|--------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Will your event require a water hook-up?         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , list where and when you would like the water hook-up?                                                                               |
| No                                               |                                                                     |                                                                                                                                                     |
| Will food trucks be present?                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>If Yes</b> , please fill out food truck application                                                                                              |
| Are there any items that require Board approval? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>If Yes</b> , list all items requiring board action (such as but not limited to sound amplification, use of public right-of-way, new event, etc.) |

Same as last year: 1) Right-of-way closures, 2) amplified sound, 3) Temporary sign/banner permit waiver

|                                                                                     |                                                                     |                                                                                                                 |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Will you be selling raffle tickets as part of your event?                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If Yes</b> , a Village raffle license is required.                                                           |
| Will a Public Address (PA) system or amplified sound be used?                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <b>If Yes</b> , a Village Live Amplified Sound Permit is required.                                              |
| If this is a carnival or circus have you applied and obtained an Amusement License? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>If No</b> , The Amusement License will need to be obtained prior to the Special Event Permit being approved. |

Village of Westmont  
Community Event Permit Application

Continued

Applicant Statement of Agreement

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application. I have the authority from my organization to sign and submit this application on their behalf.

Signature of Applicant

Westmont Special Events Corp.

Organization

12/11/2024

Date

Indemnification and Hold Harmless Agreement

IN CONSIDERATION OF THE UNDERSIGNED ('APPLICANT') REQUESTING TO HOLD THE FOLLOWING SPECIAL EVENT IN THE VILLAGE OF WESTMONT, Westmont Special Events Corporation (NEP), THE UNDERSIGNED HEREBY RECOGNIZES, ACKNOWLEDGES, AND ASSUMES ANY AND ALL RISK PERTAINING TO SAID SPECIAL EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE VILLAGE OF WESTMONT, ILLINOIS, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS AGAINST ALL INJURIES, DEATHS, LOSS, DAMAGES, CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), WHICH MAY IN ANY MANNER ACCRUE AGAINST THE VILLAGE OF WESTMONT, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARISING IN WHOLE OR IN PART OR IN CONSEQUENCE OF SAID SPECIAL EVENT BY THE UNDERSIGNED ORGANIZATION, ITS EMPLOYEES, AGENTS, VOLUNTEERS, GUESTS OR VENDORS, OR WHICH MAY IN ANY MANNER RESULT FROM SAID SPECIAL EVENT, DIRECTLY OR INDIRECTLY, EXCEPT THAT ARISING OUT OF THE SOLE LEGAL CAUSE OF THE VILLAGE OF WESTMONT, ITS AGENTS OR EMPLOYEES.

Agreed this 11 day of December 2024

Steve Golembiewski

Name of Applicant

Westmont Special events Corporation

Organization

Signature of Applicant

\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*

Application Received On: By:

Fees Paid: ☐ Yes ☐ No

Waiver of Fees: ☐ Yes ☐ No

Board Approval Required: ☐ Yes ☐ No

Items Requiring Board Approval:

Board Approval Date:

# Village of Westmont

## Community Event Permit Application

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 90 DAYS PRIOR TO THE EVENT

Village of Westmont Clerk's Office, 31 W Quincy St. Westmont, IL 60559 Fax: 630-829-4441

INSTRUCTIONS: PLEASE READ THE GUIDE TO SPECIAL EVENTS PLANNING BEFORE COMPLETING APPLICATION

### GENERAL EVENT INFORMATION

Name of Event

2025 Taste of Westmont hosted by Westmont Special Events Corp.

Exact Address of Event

Downtown Westmont on Cass Avenue from Burlington to Naperville, Linden to Lincoln

Type of Event (Check all applicable)

☒ Festival ☐ Run/Walk ☐ Parade ☐ Car Show ☐ Carnival ☐ Fireworks \*For Government Entities Only\* ☐ Other:

Date(s) of Event

July 10, 11, 12, 13

Hours of Event

July 10 4:00-9:30pm; July 11 4:  
~~00-10:30pm~~ July 12 Noon-10:

Set Up Date

July 6-11

Rain Date (If Applicable)

N/A

Estimated Attendance

30,000

Description/Purpose of Event (Be as detailed as possible)

Four-day outdoor festival with live music, on-street alcohol, carnival, food vendors, various entertainment, arts & crafts, commercial vendors, and more. Main stage entertainment, main beer tent, main food vendors all open on Friday. Goal to provide a great community festival for the community and area guests to Westmont.

### SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Westmont Special events Corporation  
NFP

Contact Person from Sponsoring Organization

Kristina Kaniauskaite (on PT leave time); Emma Cismesia  
(current point of contact); Steve Golembiewski (Pres.)

Sponsoring Organization Address

Westmont Centre - One S. Cass - Suite  
102

City

Westmont

Zip

60559

Phone Number

630-829-9378

E-Mail

wsec@westmontevents.com

Website

westmontevents.com

### ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

Kristina Kaniauskaite (on PT leave time);  
Emma Cismesia (staff contact)

E-mail

wsec@westmontevents.com

Organizer/Coordinator Address

One S. Cass - Suite 102

City

Wesmont

Zip

60559

Phone Number

630-829-9378

Cell Phone Number

Emma - 630-935-2334

Fax Number

# Village of Westmont

## Community Event Permit Application

Continued

### Event Overview

EVENT LAYOUT & SET-UP (describe complete site plan of event with location of tent(s), tables, chairs, generator(s), layout of power cables, stage, sound system, lighting, food and beverage service, fencing, water hook-up location, port-a-potties, waste receptacles, etc.) **A site plan that includes the information listed above is REQUIRED.**

Similar to the last year. Two specific changes: 1) Move main stage @ 25 ft to north near 251 N. Cass driveway, 2) Move main beer tent to 222 N. Cass on street. Other ideas considered within layout.

Is this site plan attached? ☒ Yes ☐ No

Note: Layout must include public street and parking lot closures, barricades, placement of stage and tents, location of water hook-ups, placement waste receptacles, placement of tents-tables-chairs, location of food and beverage service, location of information tent, etc.

Will you be using a tent? ☒ Yes ☐ No

If Yes, a tent permit application will need to be completed and approved. Please see Community Dev.

Have you submitted and obtained a Temporary Sign Permit for your event signs/banners posting permit from the Westmont Building & Zoning Division? ☐ Yes ☒ No

Have you made arrangements with the Westmont Communications Director to have the Village hang/place signs and/or banners in the right-of-way? ☐ Yes ☒ No

Has an Event Proximity Notice been prepared? ☐ Yes ☒ No

If Yes, please attach a copy for review.

Note: Minimally, the Village of Westmont requires the sponsoring organization to provide hand delivered notification regarding this event to all businesses and residences within one block of the event at least 7 days prior to the event. The Village may require a wider area of distribution depending on the size, scope and community impact of the event. This notice must include general information regarding the event including event hours, street & parking lot closures, sound amplification, special uses that may affect neighbors, event chair contact information including name and phone number, and more. This notice must be approved by the Westmont Media Relations Coordinator and a copy must be submitted with this application.

Will your event serve alcohol? ☒ Yes ☐ No

If Yes, in order to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the Illinois Liquor Control Commission and the Village. If your event includes the use of alcohol, you will need to provide liquor liability coverage on your Certificate of Insurance

Note: A Westmont Police Officer(s) will need to be hired for the event, as required by ordinance if an event serves alcohol.

Will your event serve food? ☒ Yes ☐ No

If Yes, who will be responsible for preparing/serving food and meeting all County and State Health Codes? **All food vendors**

If Yes, a DuPage County Health Department temporary food service and/or mobile vending permit is required. No food or beverage can be sold or given away at events open to the public, unless authorized by the County.

Will your event require Police, Fire, or Public Works support? ☒ Yes ☐ No

☒ Police ☒ Fire ☒ PW (check all that apply)

Note: The Village will provide limited support to public events on a case-by-case basis and pending staff availability. This includes the availability of additional police services (i.e. traffic control, officer presence at event, etc.); public works services (i.e. road closures, street sweeping, provision of barricades, etc.) and fire services (i.e. medics or ambulance on standby). Additionally, during the Special Event application review, the Village may require Police or Public Works personnel at the event. The cost for any Village personnel involved during the day(s) of the event and in preparation for the event will be charged back to the sponsoring agency or applicant. The Village will determine the number of personnel necessary to ensure the safety of the participants and spectators, to minimize inconvenience to the residents and to reduce public liability exposure to the sponsoring agency or applicant, as well as to the Village of Westmont. An invoice will be sent to the sponsoring organization after the event has concluded indicating these costs. Failure to pay the invoice within 30 days shall result in a \$50 late fee. A pre-event meeting is required for any event that includes road closures or Village traffic control. At a minimum, the permit applicant's point of contact must be present. This meeting shall occur at least two weeks prior to the event.

Have you secured an appropriate insurance policy? ☒ Yes ☐ No

Note: A Certificate of Insurance showing evidence of a commercial liability policy and additional insured endorsement naming the Village of Westmont, its officials, employees, agents, and volunteers as an additional insured, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering any such claims for bodily injury and property damage is required for special events. Coverage to the additional insured shall be provided on a primary and non-contributory basis. In addition, the special event that is covered by the insurance must be named on the certificate. Upon approval of your special event, an original copy of the Certificate of Insurance, and additional insured endorsement is due at least 30 days prior to the event. The Village of Westmont reserves the right to request additional insurance for the event if deemed necessary by the Village staff or the Village Board.

Are you requesting closure of a public right-of-way such as a street or parking lot? ☒ Yes ☐ No

☒ Street ☒ Parking Lot (check all that apply)

If Yes, this requires board action and proof of insurance.

If Yes, list parking lot/street locations and times of closure.

JULY 6: 6p - Close portion of Lincoln parking lot (@ 35 spots on north side), allow carnival parking on Burlington west of Grant; JULY 8: 6a - Close Irving from Lincoln to alley east of Cass, Close Cass-Irving parking lot; JULY 9: 6a - Close Manning parking lot, 6p - Close Cass from Burlington to Chicago & close

Describe your proposed traffic plan, including all streets and intersections to be closed before, during and after the event. Additionally describe your proposed parking plan including areas designated for public parking, handicap parking, and how this plan will be promoted to the public.

Work with Village of Westmont regarding street closures and detours. Event parking on side streets and open public parking. Handicapped parking at Norfolk and Linden at Bank of America parking lot. Info promoted on website and other PR.

Will your event require a water hook-up? ☒ Yes ☐ No

If Yes, list where and when you would like the water hook-up?

At least 3 water hook ups: 1) Cass & Norfolk for food tents, 2) Cass and Irving for carnival, 3) N. Lincoln near Village Parking Lot for carnival

Will food trucks be present? ☒ Yes ☐ No

If Yes, please fill out food truck application

Are there any items that require Board approval? ☒ Yes ☐ No

If Yes, list all items requiring board action (such as but not limited to sound amplification, use of public right-of-way, new event, etc.)

Sound amplifying device license application; Use of public right of way; Amusement fee waiver; Food truck fee waiver; Water hook-up fee waiver

Will you be selling raffle tickets as part of your event? ☐ Yes ☒ No

If Yes, a Village raffle license is required.

Will a Public Address (PA) system or amplified sound be used? ☒ Yes ☐ No

If Yes, a Village Live Amplified Sound Permit is required.

If this is a carnival or circus have you applied and obtained an Amusement License? ☒ Yes ☐ No

If No, The Amusement License will need to be obtained prior to the Special Event Permit being approved.

Village of Westmont  
Community Event Permit Application

Continued

Applicant Statement of Agreement

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application. I have the authority from my organization to sign and submit this application on their behalf.

Signature of Applicant

Westmont Special Events Corporation NFP

Organization

12/11/2024

Date

Indemnification and Hold Harmless Agreement

IN CONSIDERATION OF THE UNDERSIGNED ('APPLICANT') REQUESTING TO HOLD THE FOLLOWING SPECIAL EVENT IN THE VILLAGE OF WESTMONT, Westmont Special Events Corp, THE UNDERSIGNED HEREBY RECOGNIZES, ACKNOWLEDGES, AND ASSUMES ANY AND ALL RISK PERTAINING TO SAID SPECIAL EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE VILLAGE OF WESTMONT, ILLINOIS, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS AGAINST ALL INJURIES, DEATHS, LOSS, DAMAGES, CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), WHICH MAY IN ANY MANNER ACCRUE AGAINST THE VILLAGE OF WESTMONT, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARISING IN WHOLE OR IN PART OR IN CONSEQUENCE OF SAID SPECIAL EVENT BY THE UNDERSIGNED ORGANIZATION, ITS EMPLOYEES, AGENTS, VOLUNTEERS, GUESTS OR VENDORS, OR WHICH MAY IN ANY MANNER RESULT FROM SAID SPECIAL EVENT, DIRECTLY OR INDIRECTLY, EXCEPT THAT ARISING OUT OF THE SOLE LEGAL CAUSE OF THE VILLAGE OF WESTMONT, ITS AGENTS OR EMPLOYEES.

Agreed this day of 20

Steve Golembiewski

Name of Applicant

Westmont Special Events Corp.

Organization

Signature of Applicant

\*\*\*\*FOR OFFICE USE ONLY\*\*\*\*

Application Received On: By:

Fees Paid: ☐ Yes ☐ No

Waiver of Fees: ☐ Yes ☐ No

Board Approval Required: ☐ Yes ☐ No

Items Requiring Board Approval:

Board Approval Date:

## LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between Village of Westmont ("LESSOR")  
(Name, Address, Zip Code)  
and the Illinois House of Representatives ("LESSEE") by its agent, State Representative Martha Deuter  
("REPRESENTATIVE"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25  
ILCS 115/1, et seq.

### ARTICLE I. PREMISES AND TERM

1. From January 8, 2025 until January 13, 2027, LESSOR agrees to lease to LESSEE, for use as REPRESENTATIVE'S State legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

Westmont Centre, 1 South Cass Ave, suites 103-104  
Westmont, IL 60559

### ARTICLE II. RENT

1. LESSEE agrees to pay LESSOR as rent <sup>CAM</sup> \$ 615.00 dollars per month, mailed to LESSOR at the following address:  
Village of Westmont, 31 W. Quincy,  
Westmont, IL 60559
2. LESSEE shall not be considered in default of this Lease for failure to pay rent for any month in which the LESSEE has submitted a voucher for payment of that month's rent to the State of Illinois Comptroller. LESSEE shall provide a copy of any such voucher upon request of the LESSOR.
3. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, funds are not appropriated or otherwise made available for this Lease. LESSEE shall provide proof of appropriation authority upon request of the LESSOR.

### ARTICLE III. USE

1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a State legislative district office.

### ARTICLE IV. POSSESSION

1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

### ARTICLE V. UTILITIES

- (water, gas, sewer, refuse, and electricity)
1. Utilities are the responsibility of LESSOR or check here        if obligation is that of LESSEE.  
^

### ARTICLE VI. IMPROVEMENTS & MAINTENANCE

1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
2. LESSOR shall provide and maintain air conditioning and heating systems.



3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises and all structural and other components of the premises, including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning and heating systems or equipment serving the premises, except for repairs to and maintenance of the LESSEE's personal property.
4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises, including, but not limited to, all common areas, sidewalks, parking areas, entryways, exits, and other similar areas.

#### ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the Lease.
2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the Lease.

#### ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

#### ARTICLE IX. TERMINATION

1. LESSEE may terminate the Lease by giving LESSOR thirty (30) days written notice of intention to terminate the Lease.
2. If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, LESSEE may, after providing notice to LESSOR, permit the person appointed to serve the remainder of the term to which REPRESENTATIVE was elected ("APPOINTED REPRESENTATIVE") to occupy the premises for the remainder of the term of the Lease. Alternatively, LESSEE may terminate the Lease no later than the 60<sup>th</sup> day after the REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives by giving LESSOR written notice of the intention to terminate the Lease. Nothing in this paragraph shall be construed to prohibit LESSEE from terminating the Lease pursuant to paragraph 1 of this Article IX.
3. The commencement date of any termination notice under this Lease shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

#### ARTICLE X. DAMAGE OR DESTRUCTION

1. If the premises is totally destroyed by fire or any other casualty, or if the premises is damaged so that restoration to its preexisting condition cannot reasonably be completed within ninety (90) days after the date of the damage, this Lease shall automatically terminate effective on the date of the damage and the rent shall be abated for the unexpired portion of the Lease, unless the parties otherwise agree in writing.
2. If the premises is partially damaged by fire or any other casualty and restoration to its preexisting condition can reasonably be completed within ninety (90) days after the date of the damage, LESSOR shall, at LESSOR's expense, promptly and with due diligence repair and restore the premises to substantially the same condition in which it existed prior to the damage. In such event, this Lease shall remain in full force and effect, but until the required repairs and restoration are completed, the rent shall be abated for the unusable portion of the premises.

#### ARTICLE XI. TRANSFER, BANKRUPTCY, OR FORECLOSURE

1. In the event (a) LESSOR sells, transfers, or otherwise disposes of any part of the leased premises, (b) LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (c) the premises is foreclosed upon, or (d) of any similar occurrence, LESSOR agrees to notify LESSEE of the event in writing within thirty (30) days after the occurrence of such event.



## ARTICLE XII. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

## ARTICLE XIII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.
2. LESSOR agrees that neither LESSEE nor any of LESSEE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of this Lease or LESSEE's tenancy.

## ARTICLE XIV. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

## ARTICLE XV. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

## ARTICLE XVI. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and LESSOR'S personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

## ARTICLE XVII. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.
2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this Lease, LESSOR certifies that the premises and services provided under this Lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.
3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.
4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the Lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.
5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(c).
6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.
7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.

8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/2-105.
9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.
10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting with the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.
11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.
12. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 36-6006151
13. Real Estate Disclosure Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or REPRESENTATIVE of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. *Include name, address, and proportionate or dollar amount of share, as applicable.*

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14. Legal Status Disclosure. LESSOR is doing business as (please check one):

|                                                                                                                 |                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Individual                                                                             | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility                            |
| <input type="checkbox"/> Sole Proprietor                                                                        | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services     |
| <input type="checkbox"/> Partnership                                                                            | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity                                                         | <input type="checkbox"/> Nonresident Alien Individual                                             |
| <input type="checkbox"/> Estate or Legal Trust                                                                  | <input type="checkbox"/> Foreign Corporation, Partnership, Estate, or Trust                       |
| <input type="checkbox"/> Limited Liability Company—Disregarded Entity, Corporation, or Partnership (circle one) |                                                                                                   |
| <input type="checkbox"/> Other: _____                                                                           |                                                                                                   |

#### ARTICLE XVIII. GENERAL PROVISIONS

1. This Lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
3. To the extent the terms of this Lease conflict with the terms of any previous agreements entered into between LESSOR and LESSEE with respect to the premises described in Article I, the terms of this Lease shall control.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: Village of Westmont LESSEE: Illinois House of Representatives

BY: \_\_\_\_\_  
Signature of LESSOR's authorized agent

BY: State Rep. \_\_\_\_\_  
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: \_\_\_\_\_  
Printed Name of LESSOR's authorized agent

BY: State Rep. \_\_\_\_\_  
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

TITLE: \_\_\_\_\_  
Printed Title of LESSOR's authorized agent

TITLE: State Representative

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



**EXHIBIT A**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND  
THE VILLAGE OF WESTMONT TO PROMOTE REGIONAL TOURISM  
IN COORDINATION WITH THE FMC NATATORIUM

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, the Village of Westmont ("Village") is a non-home rule municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allows units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County proposes an Intergovernmental Agreement ("Agreement") with the Village, which is intended to benefit the citizens of DuPage County by promoting regional tourism and economic development in coordination with the FMC Natatorium; and

WHEREAS, the County is authorized to expend public funds for purposes of promoting tourism and economic development (55 ILCS 5/5-1030 and 55 ILCS 5/5-1005(21)), and

WHEREAS, the Village is authorized to expend public funds for the promotion of tourism and conventions within the Village or to otherwise attract nonresident overnight visitors to the Village (65 ILCS 5/8-3-14a); and

WHEREAS, the County and Village are hereafter sometimes referred to individually as the "Party" and collectively known herein as the "Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the funds identified above; and

WHEREAS, the Parties desire to approve the proposed Agreement, finding that approval of the proposed Agreement is in the best interest of the Parties and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to fund the costs of marketing the FMC Natatorium as a venue for major sporting events and tournaments. By obtaining and hosting large swimming, diving, and similar events at its Westmont location, the FMC Natatorium supports regional tourism and economic development. Increased events will bring competitors and spectators from around the country for extended periods of time, thus generating additional tourism revenues for local businesses, hotels, the Village, and the County. This Agreement also provides a process for reimbursing the Village for eligible services and for establishing reporting requirements for said services.
2. **Role of the Village.** The Village shall engage directly with the FMC Natatorium with regards to the submission of bids, development of marketing plans, and the collection of reporting data regarding hosting major events and tournaments at the FMC Natatorium. The Village shall obtain the required documentation and data from the FMC Natatorium or any relevant convention and visitors bureau for submission to the County. The Village shall timely submit requests for reimbursement to the County.
3. **Role of the County.** The County agrees to reimburse the Village for eligible expenses incurred by the Village pursuant to the terms and conditions of this Agreement.
4. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used for eligible expenses including, but not limited to: (i) marketing/advertising services where those services are used to promote the Natatorium as a venue for major sporting events and tournaments; (ii) bid fees relating to special events and tournaments; (iii) equipment rentals where such equipment is used to promote, market or host large events and tournaments; (iv) operating and other administrative services related to promoting, marketing or hosting large events and tournaments; and (v) ancillary

services related to transportation and hospitality for large events and tournaments.

5. **Payment.** The County agrees to reimburse the Village for the cost of eligible expenses incurred by the Village in relation to economic development activities set forth by this agreement, in an aggregate amount not to exceed \$50,000. Reimbursement payments are contingent upon the Village providing an executed copy of this Agreement to the County and subsequent submittal of invoices for incurred expenses along with proof of payment of said incurred expenses. Proof of payment may include, but not be limited to, supporting documentation such as receipts, bank statements, or check stubs.
6. **Report to the County.** The Village shall submit one final report to the County using the County's on-line portal no later than January 31, 2027. Said report shall provide data through the period of December 31, 2026, including the total number of event bids awarded, the title and date of each awarded event, the total number of visitors who attended each awarded event, and the number of hotel stays generated for each awarded event.
7. **Term.** This Agreement shall remain in effect through December 31, 2025. Sections 5 through 18 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
8. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
9. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
10. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
11. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.

12. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original agreement or their successors in office.
13. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
14. **Sole Agreement.** This Agreement contains all negotiations between the County and the Village. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
15. **Liquidated Damages.** The Village agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursement of funds to the Village. The Village expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should any improper disbursement of funds under this Agreement be identified.
16. **No Joint Venture or Partnership.** The County and Village are not partners or joint venturers with each other and nothing herein shall be construed so as to make them such partners or joint venturers or impose any liability as such on any Party.
17. **Audit.** The use of these funds may be audited and reviewed. The Village agrees to retain and provide access to all financial records and documents related to the Agreement for a period of seven (7) years for local, state and federal audit purposes.
18. **Liability.** The Village agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Village, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Village may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification of this Agreement shall be limited to the Village's allocation, less any amount returned to the County pursuant to Section 15 of this Agreement.



THUS, in witness thereof, the parties have executed this agreement on the date first written below.

**The County of DuPage**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Jean Kaczmarek, County Clerk

**The Village of Westmont**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

, Village Clerk

Village of Westmont  
Property Tax Levy Proposed  
2024 Tax Levy

| Levy Item             | Prior Year    |                     | Proposed      |                     | Expected      |                     |
|-----------------------|---------------|---------------------|---------------|---------------------|---------------|---------------------|
|                       | 2023<br>Rate  | 2023<br>Extension   | 2024<br>Rate  | 2024<br>Extension   | 2024<br>Rate  | 2024<br>Extension   |
| IMRF                  | 0.0736        | \$759,286           | 0.0641        | \$714,500           | 0.0634        | \$706,039           |
| POLICE PENSION        | 0.3075        | 3,172,287           | 0.3029        | 3,375,465           | 0.2994        | 3,335,492           |
| LIABILITY INSURANCE   | 0.0498        | 513,756             | 0.0515        | 573,185             | 0.0508        | 566,397             |
| SOCIAL SECURITY       | 0.0776        | 800,551             | 0.0754        | 839,778             | 0.0745        | 829,833             |
| MEDICARE              | 0.0182        | 187,758             | 0.0177        | 196,958             | 0.0175        | 194,626             |
| AMBULANCE             | 0.1575        | 1,624,830           | 0.153         | 1,704,447           | 0.1512        | 1,684,262           |
| FIRE                  | 0.0983        | 1,007,583           | 0.0955        | 1,056,955           | 0.0943        | 1,044,438           |
| <b>VILLAGE TOTAL</b>  | <b>0.7825</b> | <b>\$8,066,051</b>  | <b>0.7601</b> | <b>\$8,461,288</b>  | <b>0.7511</b> | <b>\$8,361,088</b>  |
| LIBRARY               | 0.2252        | 2,323,249           | 0.2187        | 2,437,087           | 0.2156        | 2,402,589           |
| SSA NORTH FIRE        | 0.2395        | 107,150             | 0.2415        | 112,507             | 0.2415        | 112,507             |
| <b>COMBINED TOTAL</b> | <b>1.2472</b> | <b>\$10,496,450</b> | <b>1.2203</b> | <b>\$11,010,882</b> | <b>1.2082</b> | <b>\$10,876,184</b> |

| Levy Item      | 2024<br>Rate  | 2024<br>Extension | %<br>Increase |
|----------------|---------------|-------------------|---------------|
| VILLAGE        | 0.7601        | 8,461,288         | 4.90%         |
| LIBRARY        | 0.2187        | 2,437,087         | 4.90%         |
| SSA NORTH FIRE | 0.2415        | 112,507           | 4.99%         |
| <b>TOTAL</b>   | <b>1.2203</b> | <b>11,010,882</b> | <b>4.93%</b>  |

**ORDINANCE NO.**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE TAX YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024 FOR THE VILLAGE OF WESTMONT, COUNTY OF DUPAGE, STATE OF ILLINOIS**

Be it ordained by the President and Board of Trustees of the Village of Westmont, duPage County, Illinois as follows:

SECTION 1

That the amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current tax year is hereby ascertained to be the sum of \$10,898,375

Section 2

That the sum of Ten Million Eight Hundred Ninety-Eight Thousand Three Hundred Seventy-Five (\$10,898,375) being the total of appropriations for the fiscal year period May 1, 2024 through December 31, 2024, heretofore legally made which are to be collected from the tax of the current tax year for all corporate purposes of the Village of Westmont for the Fire Protection Fund, the Police Pension Fund, the Ambulance Services Fund, the Library Operations Fund, the Social Security (FICA) Fund, the Illinois Municipal Retirement (IMRF) Fund, the Medicare Fund, and the Public Liability Insurance Fund as appropriated for the current fiscal year by the annual appropriation ordinance for the Village of Westmont passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of July 25, 2024; be and the same is hereby levied upon all property within the Village of Westmont subject to taxation in the current year, the specific amounts indicated under the column "To Be Raised By Tax Levy" for the various funds indicated and heretofore named. The tax so levied for the said appropriation to be collected from said tax levy, the of which has been ascertained, is as follows:

|                                  |                      | Est. Receipts  |                    |
|----------------------------------|----------------------|----------------|--------------------|
|                                  |                      | From Other     | To Be Raised       |
| <u>GENERAL CORPORATE FUND</u>    | <u>Appropriation</u> | <u>Sources</u> | <u>by Tax Levy</u> |
| <u>General Government</u>        |                      |                |                    |
| Human Resources                  | 1,185,000            | 1,185,000      | 0                  |
| Legislation/ Liability Insurance | 1,095,000            | 521,815        | 573,185            |
| Administration                   | 1,008,000            | 1,008,000      | 0                  |
| Voluntary Committees             | 52,500               | 52,500         | 0                  |
| Fire & Police Commission         | 104,000              | 104,000        | 0                  |
| Information Technology           | 2,004,500            | 2,004,500      | 0                  |
| Communications                   | 196,500              | 196,500        | 0                  |
| Finance                          | 901,000              | 901,000        | 0                  |
| Transfers                        | 1,534,500            | 1,534,500      | 0                  |
| Pass Throughs                    | 381,000              | 381,000        | 0                  |
| Community Development            | 1,584,500            | 1,584,500      | 0                  |
| Planning & Zoning                | 63,500               | 63,500         | 0                  |
| <u>Public Works</u>              |                      |                |                    |
| Public Works Administration      | 785,000              | 785,000        | 0                  |
| Underground                      | 332,500              | 332,500        | 0                  |
| Street Operations                | 1,971,250            | 1,971,250      | 0                  |
| Fleet Maintenance                | 1,249,500            | 1,249,500      | 0                  |
| Health & Sanitation              | 906,000              | 906,000        | 0                  |
| Facilities Maint.                | 1,022,000            | 1,022,000      | 0                  |
| Forestry/Grounds                 | 1,075,000            | 1,075,000      | 0                  |

| <b><u>GENERAL CORPORATE FUND</u></b>                                | <b><u>Appropriation</u></b> | <b><u>Est. Receipts<br/>From Other<br/>Sources</u></b> | <b><u>To Be Raised<br/>by Tax Levy</u></b> |
|---------------------------------------------------------------------|-----------------------------|--------------------------------------------------------|--------------------------------------------|
| <b><u>Fire Control</u></b>                                          |                             |                                                        |                                            |
| Fire Protection & Suppression                                       | 3,822,000                   | 2,765,045                                              | 1,056,955                                  |
| Ambulance & Paramedics                                              | 3,033,000                   | 1,328,553                                              | 1,704,447                                  |
| Emergency Management                                                | 49,000                      | 49,000                                                 | 0                                          |
| Fire Pension                                                        | 31,000                      | 31,000                                                 | 0                                          |
| <b><u>Law Enforcement</u></b>                                       |                             |                                                        |                                            |
| Police Administration                                               | 2,296,000                   | 2,296,000                                              |                                            |
| Police Patrol                                                       | 3,764,500                   | 3,764,500                                              |                                            |
| Police Investigations                                               | 955,000                     | 955,000                                                |                                            |
| Police Pension                                                      | 4,379,000                   | 1,003,535                                              | 3,375,465                                  |
| <b>TOTAL GENERAL CORPORATE FUND</b>                                 | <b>35,780,750</b>           | <b>29,070,699</b>                                      | <b>6,710,051</b>                           |
| <b><u>CONVENTION/ TOURISM</u></b>                                   |                             |                                                        |                                            |
| Convention/ Tourism                                                 | 1,100,500                   | 1,100,500                                              | 0                                          |
| Westmore Center                                                     | 225,500                     | 225,500                                                | 0                                          |
| <b>TOTAL CONVENTION/ TOURISM</b>                                    | <b>1,326,000</b>            | <b>1,326,000</b>                                       | <b>0</b>                                   |
| <b>VEHICLE REPLACEMENT</b>                                          | <b>2,098,000</b>            | <b>2,098,000</b>                                       | <b>0</b>                                   |
| <b>CAPITAL PROJECTS</b>                                             | <b>8,494,000</b>            | <b>8,494,000</b>                                       | <b>0</b>                                   |
| <b>STORMWATER INFRASTRUCTURE</b>                                    | <b>2,006,000</b>            | <b>2,006,000</b>                                       | <b>0</b>                                   |
| <b>DEBT SERVICE</b>                                                 | <b>2,895,500</b>            | <b>2,895,500</b>                                       | <b>0</b>                                   |
| <b>MOTOR FUEL TAX</b>                                               | <b>2,400,000</b>            | <b>2,400,000</b>                                       | <b>0</b>                                   |
| <b>Be it ordained by the President and Board of Trustees of the</b> | <b>338,500</b>              | <b>990,000</b>                                         | <b>0</b>                                   |
| <b><u>IMRF, FICA, MEDICARE</u></b>                                  |                             |                                                        |                                            |
| IMRF                                                                | 714,500                     | 0                                                      | 714,500                                    |
| Medicare                                                            | 203,144                     | 6,186                                                  | 196,958                                    |
| Social Security                                                     | 868,856                     | 29,078                                                 | 839,778                                    |
| <b>TOTAL IMRF, FICA, MEDICARE</b>                                   | <b>1,786,500</b>            | <b>35,264</b>                                          | <b>1,751,236</b>                           |
| <b>TIF 1 SWBD</b>                                                   | <b>3,050,000</b>            | <b>3,050,000</b>                                       | <b>0</b>                                   |
| <b>TIF 2 CBD</b>                                                    | <b>5,030,000</b>            | <b>5,030,000</b>                                       | <b>0</b>                                   |
| <b>DEA PARTNERSHIP</b>                                              | <b>711,500</b>              | <b>711,500</b>                                         | <b>0</b>                                   |
| <b>WATER OPERATIONS</b>                                             | <b>7,459,000</b>            | <b>7,459,000</b>                                       | <b>0</b>                                   |
| <b>WATER CAPITAL</b>                                                | <b>7,678,500</b>            | <b>7,678,500</b>                                       | <b>0</b>                                   |
| <b>LIBRARY OPERATIONS</b>                                           | <b>2,510,807</b>            | <b>73,720</b>                                          | <b>2,437,087</b>                           |
| <b>APPROPRIATIONS ALL FUNDS</b>                                     | <b>83,565,057</b>           | <b>73,318,182</b>                                      | <b>10,898,375</b>                          |

SECTION 3:

That the total amount of Ten Million Eight Hundred Ninety-Eight Thousand Three Hundred Seventy-Five (\$10,898,375) ascertained as aforesaid, be and the same is hereby levied and assessed on all property subject to taxation within the Village of Westmont according to the value of said property as the same is assessed and equalized for State and County purposes for the current tax year.

SECTION 4:

That this levy is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5:

That there is hereby certified to the County Clerk of DuPage County, Illinois, the sums aforesaid, constituting said total amount of Ten Million Eight Hundred Ninety-Eight Thousand Three Hundred Seventy-Five (\$10,898,375) , which said total amount the Village of Westmont requires to be raised by taxation for the current fiscal year, and the Village Clerk of Westmont is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

SECTION 6:

That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval, PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois.

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

PASSED AND APPROVED this 19th day of December, 2024.

ATTEST: APPROVED:

\_\_\_\_\_  
Virginia Szymski, Village Clerk

\_\_\_\_\_  
Ronald J Gunter, Mayor

**ORDINANCE NO. 24-\_\_\_\_\_**  
**AN ORDINANCE ADOPTING A TAX LEVY FOR THE VILLAGE OF WESTMONT'S**  
**NORTH WESTMONT SPECIAL SERVICE AREA**

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

WHEREAS, on December 7, 2017, the Village of Westmont corporate authorities adopted an ordinance entitled "An Ordinance Establishing the North Westmont Special Service Area in the Village of Westmont" (the "Establishing Ordinance"); and

WHEREAS, pursuant to applicable Illinois statutory authority, the Village of Westmont corporate authorities desire to approve this ordinance adopting a tax levy for the North Westmont Special Service Area for Year 2024, with said levy appearing on property tax bills of the affected properties in Year 2025; and

WHEREAS, the Village of Westmont corporate authorities find that this tax levy is consistent with the ordinance establishing the North Westmont Special Service Area, and that the collection of these taxes will serve a public purpose.

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

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

Section 2: There is hereby levied on an ad valorem basis the total dollar amount of One Hundred Twelve Thousand Five Hundred Seven Dollars and No/100's (\$112,507.00). The DuPage County Treasurer shall assess this sum on an ad valorem basis against the properties within the North Westmont Special Service Area and which are identified in **Exhibit "A"** attached hereto.

Section 3: The money collected from such levy shall be spent by the Village of Westmont for the objects and purposes set forth in the Establishing Ordinance.

Section 4: The Village of Westmont intends to pass and approve tax levy ordinances in subsequent years on an indefinite basis against properties within the North Westmont Special Service Area to pay for the special services set forth in the Establishing Ordinance.

Section 5: The Village of Westmont Mayor or his designee is authorized and directed to execute a Certificate of Tax Levy corresponding to this Tax Levy Ordinance (along with such other documentation required by DuPage County), and the Village Clerk or her designee is authorized and directed to file said signed Certificate of Tax Levy along with a copy of this certified Ordinance with the DuPage County Clerk.

Section 6: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 7: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 19th day of December, 2024

Ayes:\_\_\_\_\_ Nays:\_\_\_\_\_ Absent:\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Ronald J. Gunter, Mayor

ATTEST:

\_\_\_\_\_  
Virginia Szymski, Village Clerk

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

**CLERK’S CERTIFICATE**

I, Virginia Szymski, certify that I am the Village Clerk of the Village of Westmont, DuPage County, Illinois, and as such officer I am the keeper of records, files and proceedings of the corporate authorities of said municipality.

I certify that:

**ORDINANCE NO. 24-\_\_\_\_\_**

**AN ORDINANCE ADOPTING A TAX LEVY FOR THE VILLAGE OF WESTMONT’S  
NORTH WESTMONT SPECIAL SERVICE AREA**

was adopted by the President and Board of Trustees of the Village of Westmont at a meeting held on December 19, 2024 and approved by the Village President on December 19, 2024. I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all the requirements of the Illinois Open Meetings Act.

I do further certify that the ordinance, of which the attached is a true and correct copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 19th day of December, 2024.

**(SEAL)**

---

Virginia Szymski  
Village Clerk

Village of Westmont, Illinois



**EXHIBIT "A"**

**LIST OF PROPERTIES WITHIN THE NORTH WESTMONT SPECIAL SERVICE  
AREA SUBJECT TO TAX LEVY ORDINANCE  
(IDENTIFIED BY P.I.N. AND ADDRESS)**

|               |      |                     |               |    |       |
|---------------|------|---------------------|---------------|----|-------|
| 06-33-300-006 | 100  | 39 <sup>TH</sup> ST | DOWNERS GROVE | IL | 60515 |
| 06-33-401-002 | 3803 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-003 | 3805 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-005 | 3809 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-006 | 3811 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-007 | 3813 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-008 | 3815 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-009 | 3817 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-010 | 3819 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-011 | 3821 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-012 | 3823 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-014 | 3802 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-018 | 3810 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-019 | 3812 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-020 | 3814 | PARK AVE            | WESTMONT      | IL | 60559 |
| 06-33-401-021 | 3816 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-022 | 3818 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-023 | 3820 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-024 | 3822 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-025 | 3808 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-026 | 3801 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-027 | 3800 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-401-028 | 3807 | WILLIAMS ST         | WESTMONT      | IL | 60559 |
| 06-33-401-029 | 3804 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-002 | 3805 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-003 | 3805 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-004 | 3807 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-005 | 3809 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-006 | 3811 | PARK AVE            | WESTMONT      | IL | 60559 |
| 06-33-402-007 | 3813 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-010 | 3817 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-011 | 3819 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-012 | 3821 | PARK ST             | WESTMONT      | IL | 60559 |
| 06-33-402-013 | 3823 | PARK AVE            | WESTMONT      | IL | 60559 |
| 06-33-402-015 | 3802 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-016 | 3804 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-017 | 3806 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-018 | 3808 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-019 | 3810 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-020 | 3812 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-021 | 3814 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-022 | 3816 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-023 | 3818 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |
| 06-33-402-024 | 3820 | LIBERTY BLVD        | WESTMONT      | IL | 60559 |

|               |      |               |          |    |       |
|---------------|------|---------------|----------|----|-------|
| 06-33-402-025 | 3822 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-402-026 | 3815 | PARK ST       | WESTMONT | IL | 60559 |
| 06-33-402-027 | 3801 | PARK ST       | WESTMONT | IL | 60559 |
| 06-33-402-028 | 3800 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-002 | 3803 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-003 | 3805 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-004 | 3807 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-005 | 3809 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-006 | 3811 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-007 | 3813 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-008 | 3815 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-009 | 3817 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-010 | 3819 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-011 | 3821 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-012 | 3823 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-014 | 3802 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-015 | 3804 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-016 | 3806 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-017 | 3808 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-018 | 3810 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-019 | 3812 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-020 | 3816 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-021 | 3818 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-022 | 3820 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-023 | 3822 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-403-024 | 3801 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 06-33-403-025 | 3800 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-002 | 3803 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-003 | 3805 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-004 | 3807 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-005 | 3809 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-006 | 3811 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-009 | 3815 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-010 | 3817 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-011 | 3819 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-014 | 3821 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-015 | 3823 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-016 | 3813 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 06-33-404-017 | 3801 | WASHINGTON    | WESTMONT | IL | 60559 |
| 09-04-200-017 | 3900 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-200-018 | 3900 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-200-019 | 3906 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-200-020 | 3906 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-200-021 | 3908 | PARK ST       | WESTMONT | IL | 60559 |



|               |      |              |          |    |       |
|---------------|------|--------------|----------|----|-------|
| 09-04-200-022 | 3910 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-023 | 3912 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-024 | 3914 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-025 | 3916 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-026 | 3918 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-027 | 3920 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-028 | 3922 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-029 | 3924 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-030 | 3926 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-031 | 3928 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-200-032 | 3930 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-001 | 3901 | PARK ST.     | WESTMONT | IL | 60559 |
| 09-04-201-002 | 3903 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-003 | 3905 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-004 | 3907 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-005 | 3909 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-006 | 3911 | PARR ST      | WESTMONT | IL | 60559 |
| 09-04-201-007 | 3913 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-008 | 3915 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-009 | 3917 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-010 | 3919 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-011 | 3921 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-012 | 3923 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-013 | 3925 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-014 | 3927 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-015 | 3929 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-016 | 3931 | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-201-017 | 3900 | LBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-201-018 | 3902 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-019 | 3904 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-020 | 3906 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-021 | 3908 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-022 | 3910 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-023 | 3912 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-024 | 3914 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-025 | 3916 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-026 | 3918 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-027 | 3920 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-028 | 3922 | LIBERTY BLVD | WESIMONT | IL | 60559 |
| 09-04-201-029 | 3926 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-030 | 3928 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-031 | 3930 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-201-032 | 3932 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-202-001 | 3901 | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-202-002 | 3903 | LIBERTY BLVD | WESTMONT | IL | 60559 |



|               |      |               |               |    |       |
|---------------|------|---------------|---------------|----|-------|
| 09-04-202-003 | 3905 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-004 | 3909 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-005 | 3907 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-006 | 3911 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-007 | 3913 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-008 | 3915 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04002-009  | 3917 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-010 | 3921 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-011 | 3923 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-012 | 3925 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-013 | 3927 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-014 | 3929 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-015 | 3931 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-202-016 | 3900 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-017 | 3902 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-018 | 3904 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-019 | 3906 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-022 | 3910 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-023 | 3912 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-024 | 3914 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-025 | 3916 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-026 | 3918 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-027 | 3920 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-028 | 3922 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-029 | 3924 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-030 | 3926 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-031 | 3928 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-032 | 3930 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-202-033 | 3908 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-001 | 3901 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-002 | 3903 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-003 | 3905 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-004 | 3907 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-005 | 3909 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-006 | 3911 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-007 | 3913 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-008 | 3915 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-009 | 3917 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-010 | 3919 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-011 | 3921 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-012 | 3923 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-013 | 3925 | WASHINGTON ST | DOWNERS GROVE | IL | 60515 |
| 09-04-203-014 | 3925 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-015 | 3929 | WASHINGTON ST | WESTMONT      | IL | 60559 |
| 09-04-203-016 | 3931 | WASHINGTON ST | WESTMONT      | IL | 60559 |

|                          |                 |                     |                     |               |                  |
|--------------------------|-----------------|---------------------|---------------------|---------------|------------------|
| 09-04-203-017            | 3900            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-018            | 3902            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-019            | 3904            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-020            | 3906            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-021            | 3908            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-022            | 3910            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-023            | 3912            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-024            | 3914            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-025            | 3916            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-026            | 3918            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-027            | 3920            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-028            | 3922            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-029            | 3924            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-203-032            | 3928            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| <del>09-04-204-001</del> | <del>3901</del> | <del>ADAMS ST</del> | <del>WESTMONT</del> | <del>IL</del> | <del>60559</del> |
| 09-04-204-002            | 3903            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-003            | 3905            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-004            | 3907            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-005            | 3909            | ADAMS ST            | WESTMONP            | IL            | 60559            |
| 09-04-204-006            | 3911            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-007            | 3913            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-008            | 3915            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-009            | 3917            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-010            | 3919            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-011            | 3921            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-012            | 3923            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-013            | 3925            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-014            | 3927            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-015            | 3929            | ADAMS ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-016            | 3900            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-017            | 3902            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-018            | 3904            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-019            | 3906            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-020            | 3908            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-021            | 3910            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-022            | 3912            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-023            | 3914            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 05-04-204-024            | 3916            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-025            | 3918            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-026            | 3920            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-027            | 3922            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-029            | 3930            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-030            | 3930            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-204-033            | 3924            | GRANT ST            | WESTMONT            | IL            | 60559            |
| 09-04-205-001            | 3901            | GRANT ST            | WESTMONT            | IL            | 60559            |



|               |      |            |          |    |       |
|---------------|------|------------|----------|----|-------|
| 09-04-205-002 | 3903 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-003 | 3907 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-004 | 3907 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-005 | 3909 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-006 | 3911 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-007 | 3911 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-008 | 3915 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-009 | 3917 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-012 | 3921 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-013 | 3923 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-014 |      | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-015 | 3929 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-205-016 | 3900 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-017 | 3902 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-018 | 3904 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-019 | 3906 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-020 | 3908 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-021 | 3910 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-022 | 3912 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-023 | 3914 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-024 | 3916 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-025 | 3918 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-026 | 3920 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-027 | 3924 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-028 | 3926 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-029 | 3928 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-030 | 3930 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-205-031 | 3919 | GRANT ST   | WESTMONT | IL | 60559 |
| 09-04-206-001 | 3901 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-002 | 3903 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-003 | 3905 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-004 | 3907 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-005 | 3909 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-006 | 3911 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-007 | 3913 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-008 | 3915 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-009 | 3917 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-010 | 3919 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-011 | 3921 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-012 | 3923 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-013 | 3925 | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-014 |      | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-206-015 |      | LINCOLN ST | WESTMONT | IL | 60559 |
| 09-04-207-018 | 4000 | PARK ST    | WESTMONT | IL | 60559 |
| 09-04-207-019 | 4002 | PARK ST    | WESTMONT | IL | 60559 |

|               |       |              |          |    |       |
|---------------|-------|--------------|----------|----|-------|
| 09-04-207-020 | 4004  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-021 | 4006  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-022 | 4008  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-023 | 4010  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-024 | 4012  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-025 | 4014  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-026 | 4016  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-027 | 4018  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-028 | 4020  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-029 | 4022  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-030 | 4024  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-031 | 4026  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-032 | 4028  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-033 | 4030  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-034 | 4032  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-207-035 | 4034  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-001 | 4001  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-002 | 4003  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-003 | 4005  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-004 | 4007  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-005 | 4009  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-006 | 4011  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-007 | 4013  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-008 | 4015  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-009 | 4017  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-010 | 4019  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-011 |       | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-012 | 4021. | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-013 | 4025  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-014 | 4027  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-015 | 4029  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-016 | 4031  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-017 | 4035  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-018 | 4039  | PARK ST      | WESTMONT | IL | 60559 |
| 09-04-208-019 | 4000  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-020 | 4002  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-021 | 4004  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-022 | 4006  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-023 | 4008  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-024 | 4010  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-025 | 4012  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-026 | 4014  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-027 | 4018  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-028 | 4020  | LIBERTY BLVD | WESTMONT | IL | 60559 |
| 09-04-208-029 | 4022  | LIBERTY BLVD | WESTMONT | IL | 60559 |



|               |      |               |               |    |       |
|---------------|------|---------------|---------------|----|-------|
| 09-04-208-030 | 4024 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-208-031 | 4026 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-208-032 | 4028 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-208-033 | 4030 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-208-034 | 4032 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-208-035 | 4034 | LIBERTY BLVD  | DOWNERS GROVE | IL | 60515 |
| 09-04-209-001 | 4001 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-002 | 4003 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-003 | 4005 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-004 | 4007 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-005 | 4009 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-006 | 4011 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-007 | 4013 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-008 | 4015 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-010 | 4025 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-011 | 4027 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-012 | 4029 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-013 | 4033 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-014 | 4031 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-015 | 4035 | LIBERTY BLVD  | WESTMONT      | IL | 60559 |
| 09-04-209-016 | 4000 | WASHINGTON ST | WESTMONT      | IL | 60559 |

|               |      |                |          |    |       |
|---------------|------|----------------|----------|----|-------|
| 09-04-209-018 | 4004 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-019 | 4006 | WASHD.IGTON ST | WESTMONT | IL | 60559 |
| 09-04-209-020 | 4008 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-021 | 4010 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-022 | 4012 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-023 | 4016 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-024 | 4016 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-025 | 4018 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-026 | 4020 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-027 | 4022 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-028 | 4024 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-029 | 4026 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-030 | 4028 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-031 | 4030 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-032 | 4032 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-033 | 4034 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-209-034 | 4019 | LIBERTY BLVD   | WESTMONT | IL | 60559 |
| 09-04-209-035 | 4021 | LIBETY BLVD    | WESTMONT | IL | 60559 |
| 09-04-209-036 | 4023 | LIBERTY BLVD   | WESTMONT | IL | 60559 |
| 09-04-210-001 | 4001 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-002 | 4003 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-003 | 4003 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-004 | 4007 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-005 | 4009 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-006 | 4011 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-007 | 4013 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-008 | 4015 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-009 | 4017 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-012 | 4023 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-013 | 4025 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-014 | 4027 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-015 | 4029 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-016 | 4031 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-017 | 4033 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-018 | 4035 | WASHINGTON ST  | WESTMONT | IL | 60559 |
| 09-04-210-019 | 4000 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-020 | 4002 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-021 | 4004 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-022 | 4006 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-025 | 4010 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-026 | 4012 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-027 | 4014 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-028 | 4016 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-029 | 4018 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-030 | 4020 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-031 | 4022 | ADAMS ST       | WESTMONT | IL | 60559 |
| 09-04-210-032 | 4024 | ADAMS ST       | WESTMONT | IL | 60559 |



|               |        |               |          |    |       |
|---------------|--------|---------------|----------|----|-------|
| 09-04-210-033 | 4026   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-210-034 | 4028   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-210-035 | 4030   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-210-036 | 4032   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-210-037 | 4034   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-210-038 | 4019   | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-210-039 | 4021   | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-210-040 | 4008   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-001 | 4001   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-002 | 4003   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-003 | 4005   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-004 | 4007   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-005 | 4009   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-006 | 4011   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-007 | 4013   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-008 | 4015   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-009 | 4019   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-010 | 4021   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-011 | 4023   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-012 | 4023/2 | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-013 | 4025   | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-211-014 | 4027   | ADAMS ST      | WESTMONT | IL | 60359 |
| 09-04-211-015 | 4000   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-016 | 4000   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-017 | 4002   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-019 | 4008   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-020 | 4010   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-021 | 4012   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-022 | 4014   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-023 | 4016   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-024 | 4018   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-025 | 4020   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-026 | 4022   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-027 | 4026   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-028 | 4030   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-029 | 4034   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-030 | 4006   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-211-031 | 4S152  | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-001 | 4001   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-002 | 4005   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-003 | 4007   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-004 | 4009   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-005 | 4011   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-006 | 4015   | GRANT ST      | WESTMONT | IL | 60559 |
| 09-04-212-007 | 4017   | GRANT ST      | WESTMONT | IL | 60559 |

|               |        |              |          |    |       |
|---------------|--------|--------------|----------|----|-------|
| 09-04-212-008 | 4019   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-009 | 4021   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-010 | 4023   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-013 | 4027   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-014 | 4029   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-015 | 4031   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-016 | 4033   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-017 | 4035   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-212-018 | 4000   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-019 | 4002   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-020 | 4004   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-021 | 4006   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-022 | 4008   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-023 | 4010   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-024 | 4012   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-025 | 4014   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-026 | 4016   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-027 | 4018   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-028 | 4020 - | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-029 | 4022   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-030 | 4024   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-031 | 4026   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-032 | 4028   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-033 | 4030   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-034 | 4032   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-035 | 4034   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-212-037 | 4023   | 1/2 GRANT ST | WESTMONT | IL | 60559 |
| 09-04-212-038 | 4025   | GRANT ST     | WESTMONT | IL | 60559 |
| 09-04-213-001 | 4001   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-002 | 4003   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-003 | 4005   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-004 | 4007   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-005 | 4009   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-006 | 4011   | LINCOLN ST   | WESTMONT |    | 60559 |
| 09-04-213-007 | 4013   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-008 | 4015   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-009 | 4017   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-010 | 4019   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-011 | 4021   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-012 | 4023   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-013 | 4025   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-016 | 4031   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-213-017 | 4035   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 00-04-213-036 | 4027   | LINCOLN ST   | WESTMONT | IL | 60559 |
| 09-04-214-012 | 4100   | PARK ST      | WESTMONT | IL | 60559 |

|               |      |         |          |    |       |
|---------------|------|---------|----------|----|-------|
| 09-04-214-013 | 4102 | PARK ST | WESTMONT | IL | 60559 |
| 09-04-214-014 | 4104 | PARK ST | WESTMONT | IL | 60559 |
| 09-04-214-015 | 4106 | PARK ST | WESTMONT | IL | 60559 |
| 09-04-214-016 | 4108 | PARK ST | WESTMONT | IL | 60559 |
| 09-04-214-017 | 4110 | PARK ST | WESTMONT | IL | 60559 |
| 09-04-214-018 | 4112 | PARK ST | WESTMONT | IL | 60559 |



|               |      |               |          |    |       |
|---------------|------|---------------|----------|----|-------|
| 09-04-214-020 | 4116 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-214-021 | 4118 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-214-022 | 4120 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-214-023 | 4122 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-214-026 | 318  | OGDEN AVE     | WESTMONT | IL | 60559 |
| 09-04-214-027 | 310  | OGDEN AVE     | WESTMONT | IL | 60559 |
| 09-04-215-001 | 4101 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-002 | 4103 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-003 | 4105 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-004 | 4107 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-005 | 4109 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-006 | 4111 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-007 | 4113 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-008 | 4115 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-009 | 4117 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-010 | 4119 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-011 | 4121 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-012 | 4123 | PARK ST       | WESTMONT | IL | 60559 |
| 09-04-215-013 | 4100 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-014 | 4102 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-015 | 4104 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-016 | 4106 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-017 | 4108 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-018 | 4110 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-019 | 4112 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-020 | 4114 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-021 | 4116 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-022 | 4118 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-023 | 4120 | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-215-024 |      | LIBERTY BLVD  | WESTMONT | IL | 60559 |
| 09-04-216-004 | 203  | 41ST ST       | WESTMONT | IL | 60559 |
| 09-04-216-005 |      | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-216-009 | 205  | 41ST ST       | WESTMONT | IL | 60559 |
| 09-04-216-018 | 4104 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-216-020 |      | PARKWAY       | WESTMONT | IL | 60559 |
| 09-04-217-003 |      | PARKWAY AVE   | WESTMONT | IL | 60559 |
| 09-04-219-001 |      | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-002 | 4105 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-003 | 4107 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-004 | 4109 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-005 | 4111 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-006 | 4113 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-007 | 4115 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-008 | 4117 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-009 | 4121 | WASHINGTON ST | WESTMONT | IL | 60559 |
| 09-04-219-011 | 4100 | ADAMS ST      | WESTMONT | IL | 60559 |
| 09-04-219-012 | 4104 | ADAMS ST      | WESTMONT | IL | 60559 |

|                          |                 |                       |                     |               |                  |
|--------------------------|-----------------|-----------------------|---------------------|---------------|------------------|
| 09-04-219-013            | 4104            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-219-014            | 4106            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-219-015            | 4108            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-219-016            | 4110            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-219-017            | 4112            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-220-001            | 4103            | ADAMS ST              | VWESTMONT           | IL            | 60559            |
| 09-04-220-002            | 4107            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-220-003            | 4111            | ADAMS ST              | WESTMONT            | IL            | 60559            |
| 09-04-220-007            | 4100            | GRANT ST              | WESTMONT            | IL            | 60559            |
| 09-04-220-008            | 4104            | GRANT ST              | WESTMONT            | IL            | 60559            |
| 09-04-221-007            | 4100            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-008            | 4102            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-009            | 4104            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-010            | 4106            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-011            | 4108            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-012            | 4110            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-013            | 4112            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-014            | 4114            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-015            | 4116            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-016            | 4118            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-017            | 4120            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-221-018            | 16              | OGDEN AVE             | DOWNERS GROVE       | IL            | 60515            |
| 09-04-221-019            | 16              | OGDEN AVE             | DOWNERS GROVE       | IL            | 60515            |
| 09-04-221-020            | 16              | OGDEN AVE             | DOWNERS GROVE       | IL            | 60515            |
| 09-04-222-001            | 4101            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-002            | 4173            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-003            | 4105            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-004            | 4107            | _LINCOLN ST           | WESTMONT            | IL            | 60559            |
| 09-04-222-005            | 4109            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-006            | 4111            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-007            | 4113            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-008            | 4115            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-04-222-009            | 4117            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| <del>09-04-222-010</del> | <del>4119</del> | <del>LINCOLN ST</del> | <del>WESTMONT</del> | <del>IL</del> | <del>60559</del> |
| 09-04-222-011            | 4121            | LINCOLN ST            | WESTMONT            | IL            | 60559            |
| 09-09-105-034            | 138             | MAPLE AVE             | DOWNERS GROVE       | IL            | 60515            |
| 09-09-106-018            | 336             | NAPERVILLE RD         | WESTMONT            | IL            | 60559            |

December 6, 2017

MINUTES of a regular public meeting of the Board of Trustees of the Village of Westmont, DuPage County, Illinois, held at the Village Hall, 31 West Quincy Street, Westmont, Illinois, at 6:00 o'clock P.M., on the 19th day of December, 2024.

\* \* \*

The Mayor called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, \_\_\_\_\_, the Mayor, and the following

Trustees at said location answered present:

\_\_\_\_\_  
\_\_\_\_\_

The following Trustees were absent from the meeting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\* \* \*

The Mayor announced that the next item of business before the Board of Trustees was the consideration of an ordinance abating the taxes heretofore levied for the year 2024 to pay debt service on the General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village

Whereupon Trustee \_\_\_\_\_ presented and the Mayor read by title an ordinance as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:



ORDINANCE abating the taxes heretofore levied for the year 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

\* \* \*

WHEREAS, the Mayor and the Board of Trustees (the “*Corporate Authorities*”) of the Village of Westmont, DuPage County, Illinois (the “*Village*”), by ordinance adopted on the 22nd day of June, 2017, and Bond Orders executed on the 31st day of August, 2017 (collectively, the “*2017 Ordinance*”), did provide for the issue of not to exceed \$7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, the Mayor and the Board of Trustees (the “*Corporate Authorities*”) of the Village of Westmont, DuPage County, Illinois (the “*Village*”), by ordinance adopted on the 23rd day of May, 2019, and Bond Orders executed on the 20th day of June, 2019 (collectively, the “*2019 Ordinance*”), did provide for the issue of not to exceed \$10,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A, and \$7,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, the Mayor and the Board of Trustees (the “*Corporate Authorities*”) of the Village of Westmont, DuPage County, Illinois (the “*Village*”), by ordinance adopted on the 19th day of May, 2022, and Bond Orders executed on the 6th day of October, 2022 (collectively, the “*2022 Ordinance*”), did provide for the issue of not to exceed \$5,700,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A, and \$1,200,000 General Obligation

Refunding Bonds (Alternate Revenue Source), Series 2022B and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, pursuant to the 2017 Ordinance, the 2019 Ordinance, and the 2022 Ordinance the Village has heretofore issued \$7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 (the “*Series 2017 Bonds*”) dated August 31, 2017; its \$9,455,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A (the “*Series 2019A Bonds*”); its \$7,100,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B (the “*Series 2019B Bonds*”), dated June 20, 2019 (together with the “*Series 2019A Bonds*,” the “*2019 Bonds*”); its \$5,575,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A (the “*Series 2022A Bonds*”); its \$995,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B (the “*Series 2022B Bonds*”), dated October 6, 2022 (together with the “*Series 2022A Bonds*,” the “*2022 Bonds*”), and

WHEREAS, the Village has Pledged Revenues (as defined in each Ordinance) on deposit in the Bond Fund available for the purpose of paying debt service on the Bonds heretofore imposed by the 2024 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the taxes heretofore levied for the year 2024 to pay the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Corporate Authorities of the Village of Westmont, DuPage County, Illinois, as follows:

*Section 1. Abatement of Taxes.* The taxes heretofore levied for the year 2024 in the 2017 Ordinance is hereby abated in their entirety of \$480,800 for the series 2017 Bonds, the 2019

Ordinance is hereby abated in its entirety of \$697,550 for the Series 2019A Bonds and \$504,200 for the Series 2019B Bonds, and the 2022 Ordinance is hereby abated in its entirety of \$580,321 for the Series 2022A Bonds and \$102,742.00 for the Series 2022B Bonds.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Village Clerk of the Corporation Authorities shall file a certified copy hereof with the DuPage County Clerk (the “*County Clerk*”) and it shall be the duty of the County Clerk to abate said taxes levied for the year 2024 in accordance with the provisions hereof.

*Section 3. Effective Date.* This ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED this 19th day of December, 2024 by a roll call vote as follows:

AYES: \_\_\_\_\_.

NAYS: \_\_\_\_\_.

ABSENT: \_\_\_\_\_.

APPROVED this \_\_\_\_ day of December, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded  
the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon  
the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

\_\_\_\_\_  
NAY: \_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved  
and signed the same in open meeting and directed the Village Clerk to record the same in the  
records of the Corporation Authorities of the Village of Westmont, DuPage County, Illinois, which  
was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the  
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF DUPAGE         )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Westmont, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the Village and the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 19th day of December, 2024, insofar as same relates to the adoption of a ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 19th day of December, 2024.

---

Village Clerk



STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE        )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of DuPage, Illinois, and as such official I do further certify that on the \_\_\_\_ day of December, 2024, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2024 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

duly adopted by the Corporate Authorities of the Village of Westmont, Illinois, on the 19th day of December, 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2024 for the payment of the \$7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017; \$9,455,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A; \$7,100,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B; \$5,575,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and \$995,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B as described in said ordinance will be abated in their entirety as provided in said ordinance.

In Witness Whereunto, I hereunto affix my official signature and the seal of said County, this 19th day of December, 2024.

---

County Clerk

(SEAL)



RECEIVED

DEC - 5 2024



# Village of Westmont

## Planning and Zoning

### Application and Instructions

COMMUNITY DEVELOPMENT DEPT.  
VILLAGE OF WESTMONT, ILLINOIS

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

|                        |       |
|------------------------|-------|
| <u>Office Use Only</u> |       |
| Date Received:         | _____ |
| By:                    | _____ |

**PROJECT NAME:** Blue Village Subdivision

**Subject Property Street Address:** 1 N. Cass Ave, 13-19 E. Burlington Ave, and 21 E. Burlington Ave

**PIN Number(s):** (09-10-120-001); (09-10-120-034); (09-10-120-003); (09-10-120-033); (09-10-120-036);

and Portions of the Public Right of Way

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

Petitioner (and corporation if applicable): Village of Westmont

Address: 31 West Quincy Street, Westmont, Illinois 60559

Phone: (630)-981-6250

Email: \_\_\_\_\_

Relationship of Petitioner to Property Owner: Village Manager

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Property owner(s): N/A

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Property owner(s): N/A

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

**PETITIONER SIGNATURE:**

Type or print name: Village of Westmont

Signature: by: [Signature] Stephen May  
Village Manager

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

[Signature]  
Notary Public



**OWNER SIGNATURE:**

Type or print name: by Stephen May, Village Manager

Signature: [Signature]

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

[Signature]  
Notary Public







## Village of Westmont ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

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

**To:** Joe Hennerfeind, Director of Community Development  
**From:** Stephen May, Village Manager   
**Date:** November 20, 2024  
**Subject:** Redevelopment - 1 N Cass Avenue

### Summary

The Village of Westmont, as property owners of multiple parcels in and around 1 N Cass Av., is seeking to consolidate these parcels. This resubdivision will contain both lot consolidations as well as reconfiguration of the Burlington Av. rights-of-way. As a result, this needs to be processed accordingly through the PZC. I will be acting as the owner's representative and DPW Amy Ries will be assisting with the application. The Community Development Department shall process this as liaison to the PZC as opposed to the "owner". The Village Attorney will represent the CD Department and the PZC.

### Background

As you are aware, The Village of Westmont had previously been working for over five years with a developer interested in this same location. When that developer could not meet many of the deadlines amongst other reasons, the Economic Development Agreement was terminated. This was approximately two years ago. Another obstacle with their proposal was the balancing of numerous private property partners involved including real estate agreements with two commercial properties and several residential properties. Since that time the Village has acquired several of those parcels, constructed a public parking lot (N. Lincoln) to mitigate the parking loss, and has arranged for the design of the roadway realignment and related underground utility relocations.

### Proposal

The Village of Westmont, as sole owner of all the Burlington parking lot parcels, the former BNSF railroad spur, and the commercial properties (since razed), finds it is necessary to realign the public rights of way and consolidate the remaining properties into one intelligent buildable parcel with all easements secured in advance. Extensive utility relocation is planned for next Spring with roadway work to follow soon thereafter. While there is no current development agreement with any party, there is strong interest with this location. This resubdivision and consolidation is the next step.

There are no variances sought for any particular development but rather just those needed under our own subdivision and land development code. Since we are ultimately building the public improvements, we (as owner) would probably need a waiver of public improvements including stormwater management, and any other fees in lieu of physical construction. Please inventory any other variance you determine appropriate at this time. Work together with Director Ries on the application and schedule for the next available Planning and Zoning Commission meeting accordingly.

cc: Mayor and Village Board  
Amy Ries, Director of Public Works



**VILLAGE OF WESTMONT**  
**Board of Trustees Memorandum**  
**December 19, 2024**

---

**Item for Board of Trustees Consideration:**

Board to consider an ordinance approving requests from the Village of Westmont regarding the lots/parcels at: 1 North Cass Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-001); 13-19 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-034); 21 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-003); Unaddressed Parcel (PIN: 09-10-120-033); Unaddressed Parcel (PIN: 09-10-120-036); and Portions of the Public Right of Way, for the following:

1. Preliminary Plan and Final Plat of Subdivision to consolidate six (6) lots/parcels into one (1) lot.
2. Postponement of certain requirements of the Land Development Code regarding posting of security, payment for open space areas, and designing/installing certain required land improvements until development of the newly-created lot.

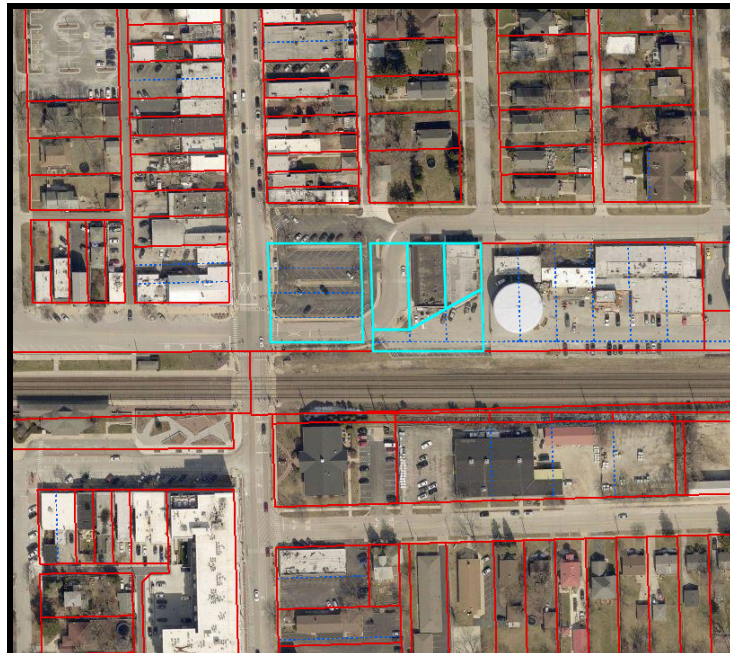
**Planning and Zoning Commission recommendation:**

This case was heard at the December 11, 2024, Planning and Zoning Commission meeting and both items received a unanimous recommendation for approval.

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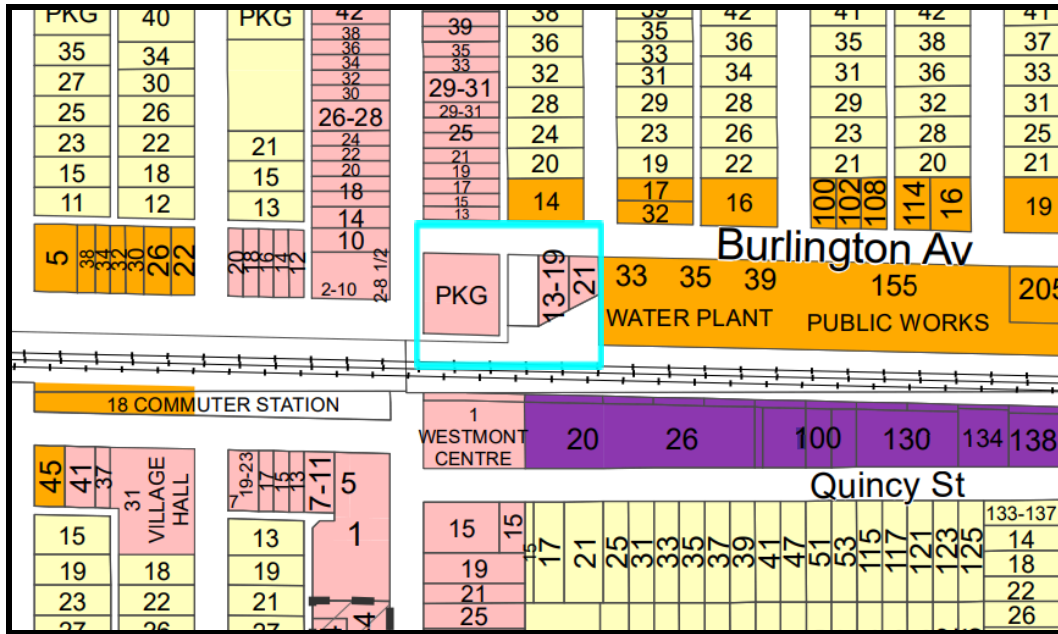
**I. BACKGROUND OF ITEM**

- B. Location: The subject site is located at the northeast corner of Cass Avenue and Burlington Avenue. The site consists of the Village-owned parking lot at the northwest corner of Cass and Burlington, 13-19 E Burlington (formerly a strip mall), 21 E Burlington (the former Haraldson's Garage), an odd shaped parcel formerly owned by BNSF, parcels and Right of Way occupied by Burlington Ave and portions of the alley between Cass and Linden. All parcels are currently owned by the Village.



**Aerial Map - 1 North Cass Avenue**





**Zoning Map - 1 North Cass Avenue**

**C. Zoning Designations:**

|                           |                                                                          |
|---------------------------|--------------------------------------------------------------------------|
| <b>SUBJECT PROPERTIES</b> | B-1 Limited Business District                                            |
| <b>NORTH</b>              | B-1 Limited Business District and;<br>R-5 General Residence District     |
| <b>SOUTH</b>              | B-1 Limited Business District and;<br>M-1 Limited Manufacturing District |
| <b>EAST</b>               | R-5 General Residence District                                           |
| <b>WEST</b>               | B-1 Limited Business District                                            |

**D. Neighborhood Characteristics**

The site is located at the northeast intersection of Cass Avenue and Burlington Avenue within the AT McIntosh & Cos, and McIntosh 1st Add To subdivisions. The properties are bordered by a variety of uses such as restaurants, shops, the Public Works facility, the BNSF railroad tracks, and single family homes.



**Street View - 1 North Cass Avenue (source: Google)**

## II. PETITIONER REQUEST:

The petitioner, the Village of Westmont, is requesting a preliminary plan of subdivision to consolidate five (5) lots into one (1). The consolidation is necessary to realign the public rights of way and consolidate the remaining properties into one buildable lot. Additionally, the Village is requesting a Variance for relief from both the installation and cash-in-lieu contribution of required land improvements until development of the property commences.

## III. ZONING ANALYSIS

### B. Zoning and Comprehensive Plan Designations

The current zoning district of the properties is B-1 Limited Business with properties in the immediate area being zoned B-1 Limited Business, R-3 Single Family Detached Residential, R-5 General Residence, or M-1 Limited Manufacturing.

The Comprehensive Plan designates the future land use in this area as Downtown Mixed Use, which indicates a zoning district designation of B-1 Limited Business. Further, the Plan places these properties within the *Downtown Subarea*. The Plan states the following regarding this subarea, *"These areas should aim to transform into multi-family housing or townhomes, mixed use, or urban open space that complements other investment in Downtown and strengthens the market for retail and restaurants. On the north side of the rail line, this also presents the opportunity to realign Burlington Avenue."*

The consolidation of this tract of land would allow the Village to further improve and realign the Burlington Avenue right-of-way and create a lot that can provide further investment in the Village's downtown.

### C. Entitlement Requests

The petitioner has provided project narrative and supporting documentation for the following requests. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

- **Preliminary Plan of Subdivision to consolidate six (6) lots/parcels into one (1) lot**  
(Appendix A, Sec. 6.04(A)(5) and Appendix B)  
As noted prior, the site consists of the Village-owned parking lot at the northwest corner of Cass and Burlington (PIN 09-10-120-001), 13-19 E Burlington (PIN 09-10-120-034), 21 E Burlington (PIN 09-10-120-003 ), an odd shaped parcel formerly owned by BNSF (PIN 09-10-120-036), parcels and Right of Way occupied by Burlington Ave (PIN 09-10-120-033) and portions of the alley between Cass and Linden. All parcels are currently owned by the Village.

This consolidation is being sought to facilitate the relocation of ComEd facilities, the realignment of Burlington Avenue, and the creation of one buildable lot.

- **Postponement of certain requirements of the Land Development Code regarding posting of security, payment for open space areas, and designing/installing certain required land improvements until development of the newly-created lot.**  
(Chapter 34, Sec. 34-34(e), Appendix B, Sec. 5.05(d) and 6.05)

The Village is not requiring that the public way be improved immediately as larger proposed changes to the roadway configuration will be done at a future date. Additionally, since no development of the consolidated lot is being proposed at this time, the required land improvements such as stormwater detention will be deferred until a development to the lot is proposed.

The Village may also defer installation and substitute with a cash-in-lieu contribution which would fund future improvements constructed by the Village. However, since the cash contribution is not being required by the Village, a corresponding Land Development Variance request has been requested for relief from the cash-in-lieu contribution.

#### **IV. SUMMARY**

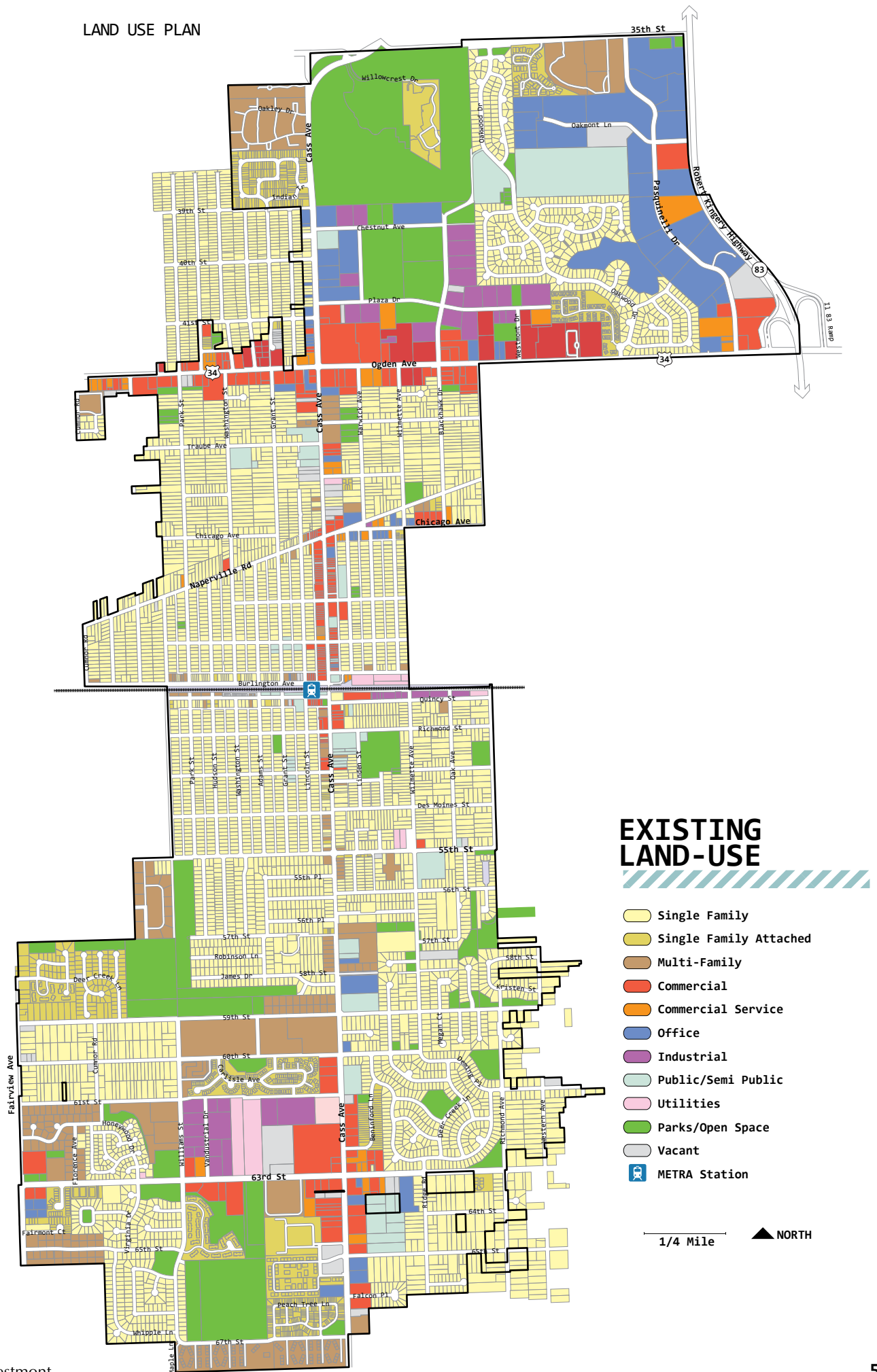
The petitioner seeks to consolidate the lots to facilitate the relocation of ComEd facilities, the realignment of Burlington Avenue and the creation of a buildable proposed Lot 1. Any future development of the consolidated property would need to go through all necessary Zoning processes.

#### **V. LEGAL**

- B. Notification: No legal notices are required for preliminary plans/final plats of subdivision.
- C. Code References: Chapter 34, Sec. 34-34(e); Appendix B, Sec. 50.05(d) and 6.05; Appendix A, Sec. 6.04(A)(5)

#### **VI. DOCUMENTS ATTACHED:**

- 1. Petitioner Attachments submitted (Edited for VB):
  - a. Planning and Zoning Development Application
  - b. Redevelopment - 1 N Cass Avenue Memo from the Village Manager to the Director of Community Development dated November 20, 2024.
  - c. Preliminary Plan/Final Plat of Consolidation prepared by the Village of Westmont and Thomas Engineering Group dated November 26, 2024 (for approval).
    - i. Final Plat of Blue Village Resubdivision.

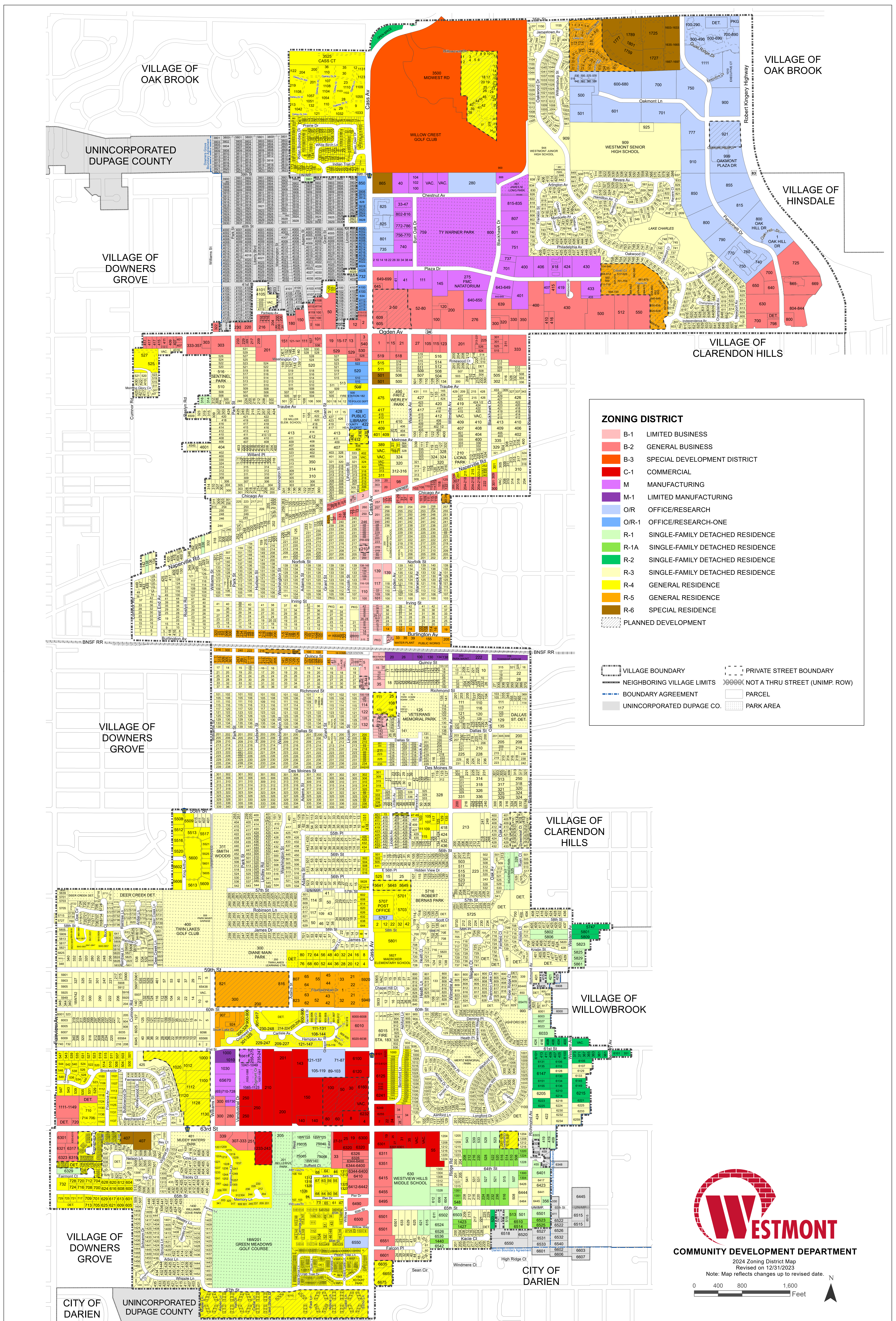




# VILLAGE OF WESTMONT

DUPAGE COUNTY

## 2024 ZONING DISTRICT MAP

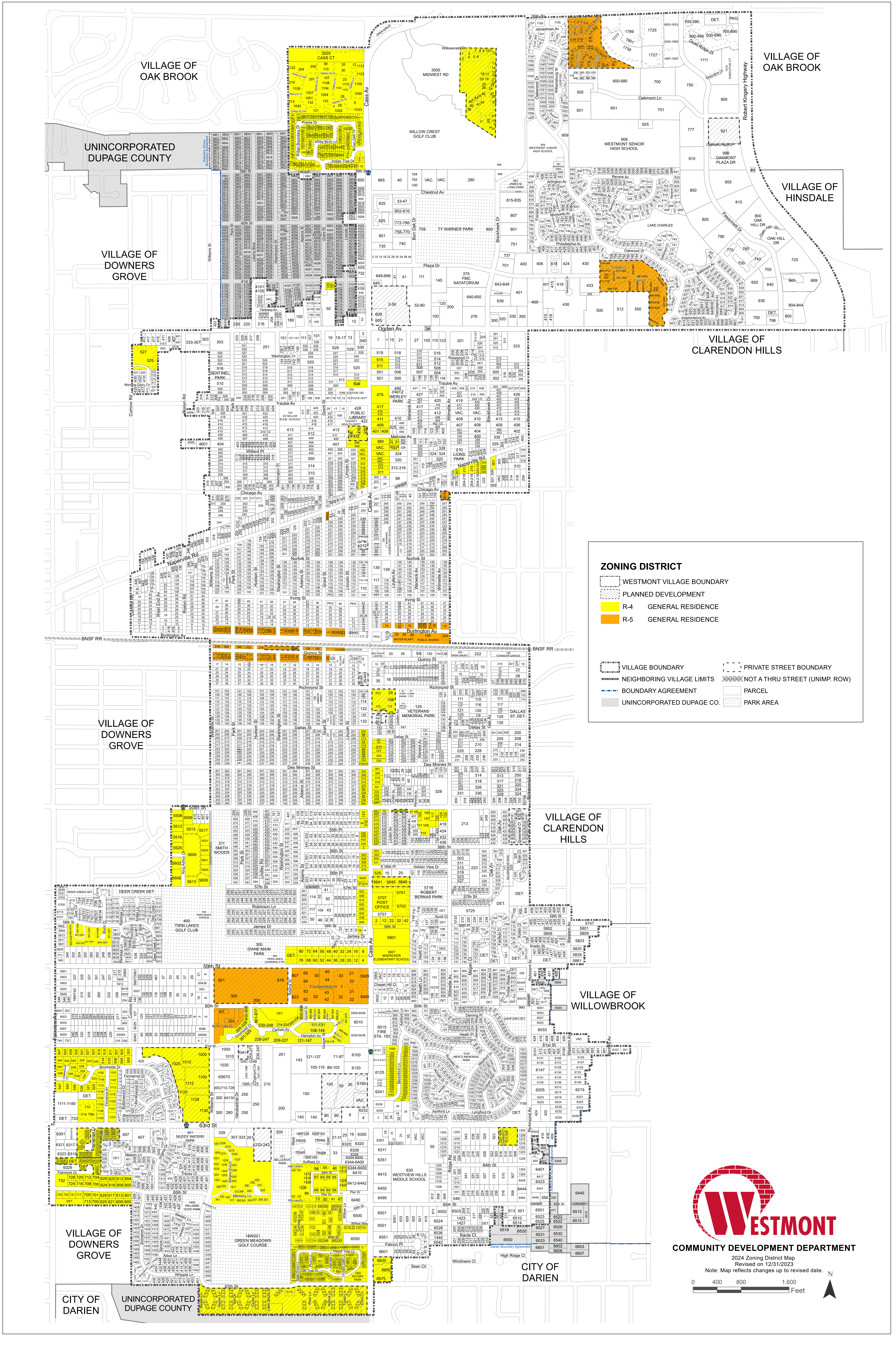




# VILLAGE OF WESTMONT

## DUPAGE COUNTY

### 2024 ZONING DISTRICT MAP: R-4 & R-5 ONLY





| Development                           | Zoning     | Housing Type    |
|---------------------------------------|------------|-----------------|
| Quincy Station                        | B-1        | Multiple-family |
| 1 N Cass (PZC 019-2020)               | B-1        | Multiple-family |
| Richmond Station                      | B-1/PD     | Multiple-family |
| 210 N Cass                            | B-1/PD     | Multiple-family |
| Quin-Oaks Apartments                  | <b>R-3</b> | Multiple-family |
| Carlton Court                         | R-4        | Semidetached    |
| King Arthur Court                     | R-4        | Multiple-family |
| Willow West                           | R-4        | Multiple-family |
| The Piers                             | R-4        | Multiple-family |
| Willow View Apartments                | R-4        | Multiple-family |
| Arrive at Oak Brook Heights           | R-4        | Multiple-family |
| Indian Trails                         | R-4        | Multiple-family |
| Royal Hills Club                      | R-4        | Multiple-family |
| 515 N Cass Ave                        | R-4        | Multiple-family |
| 511 N Cass Ave                        | R-4        | Multiple-family |
| Parkwood                              | R-4        | Multiple-family |
| Williams Port                         | R-4        | Multiple-family |
| Wexford Condos                        | R-4        | Multiple-family |
| 2-42 E 58th St                        | R-4        | Multiple-family |
| Birch Point                           | R-4        | Multiple-family |
| Melrose Place                         | R-4        | Multiple-family |
| Villas of Deer Creek                  | R-4        | Multiple-family |
| Eagle Creek                           | R-4/PD     | Multiple-family |
| ReNew (fka The Ponds)                 | R-4/PD     | Multiple-family |
| The Residences of Oakbrook Hills      | R-4/PD     | Semidetached    |
| Cass Ave Dream Homes                  | R-4/PD     | Multiple-family |
| Axis                                  | R-5        | Multiple-family |
| Cass Lake Village Condos              | R-5        | Multiple-family |
| 22-26 W Burlington (PZC 040-2023)     | R-5        | Multiple-family |
| Quincy Commons (113-119 W Quincy)     | R-5        | Multiple-family |
| 217-225 W Quincy St                   | R-5        | Semidetached    |
| 30 W Burlington                       | R-5        | Multiple-family |
| Burlington Condominiums <sup>^^</sup> | R-5        | Multiple-family |
| Twin Lake Towers                      | R-5/PD     | Multiple-family |
| Tartan Lakes                          | R-5/PD     | Semidetached    |
| Citadel                               | R-5/PD     | Multiple-family |
| Quincy Street Station Homes           | R-5/PD     | Multiple-family |

| # of DU | Site Acre | Avg DU/Acre | Density Variance? |
|---------|-----------|-------------|-------------------|
| 94      | 0.89      | 105.62      |                   |
| 177     | 1.57      | 112.74      |                   |
| 24      | 0.74      | 32.43       |                   |
| 12      | 0.42      | 28.57       |                   |
| 18      | 0.92      | 19.57       |                   |
| 171     | 26.47     | 6.46        |                   |
| 240     | 15.64     | 15.35       |                   |
| 367     | 15.4      | 23.83       |                   |
| 332     | 11.56     | 28.72       |                   |
| 384     | 12.54     | 30.62       |                   |
| 408     | 24.98     | 16.33       |                   |
| 179     | 26.88     | 6.66        |                   |
| 132     | 6.42      | 20.56       |                   |
| 15      | 0.7       | 21.43       |                   |
| 12      | 0.7       | 17.14       | Yes               |
| 48      | 2.09      | 22.97       |                   |
| 172     | 11.94     | 14.41       |                   |
| 24      | 2.39      | 10.04       |                   |
| 31      | 1.91      | 16.23       |                   |
| 48      | 3.51      | 13.68       |                   |
| 20      | 0.97      | 20.62       |                   |
| 64      | 5.18      | 12.36       |                   |
| 346     | 17.51     | 19.76       |                   |
| 558     | 28.89     | 19.31       |                   |
| 46      | 16.84     | 2.73        |                   |
| 22      | 1.71      | 12.87       | Yes               |
| 400     | 17.33     | 23.08       |                   |
| 96      | 4.2       | 22.86       |                   |
| 6       | 0.31      | 19.35       |                   |
| 4       | 0.3       | 13.33       | Yes               |
| 4       | 0.38      | 10.53       |                   |
| 4       | 0.11      | 36.36       |                   |
| 12      | 0.31      | 38.71       | Yes               |
| 399     | 17.13     | 23.29       |                   |
| 50      | 12.71     | 3.93        |                   |
| 140     | 15.35     | 9.12        |                   |
| 18      | 0.79      | 22.78       | Yes               |

**DRAFT AMENDMENT LANGUAGE**(amendments are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):**Sec. 6.04. - Bulk and development standards in residence districts.**

|     |                           |                                                                            |  | <b>R-1<br/>district</b> | <b>R-1(A)<br/>district</b> | <b>R-2<br/>district</b> | <b>R-3<br/>district</b> | <b>R-4<br/>district</b>         | <b>R-5<br/>district</b>         |
|-----|---------------------------|----------------------------------------------------------------------------|--|-------------------------|----------------------------|-------------------------|-------------------------|---------------------------------|---------------------------------|
| (A) | Minimum lot area: 1,<br>2 |                                                                            |  |                         |                            |                         |                         |                                 |                                 |
|     | (1)                       | Single-family detached dwelling                                            |  | 15,000 square feet      | 11,250 square feet         | 10,000 square feet      | 7,800 square feet 6     | 7,800 square feet               | 7,800 square feet               |
|     | (2)                       | Two-family detached dwellings                                              |  | Not permitted           | Not permitted              | Not permitted           | Not permitted           | 8,400 square feet               | 8,400 square feet               |
|     | (3)                       | Single-family attached and single-family semidetached dwelling containing: |  |                         |                            |                         |                         | 12,000 square feet per building | 10,000 square feet per building |
|     | (a)                       | Four or more bedrooms                                                      |  | Not permitted           | Not permitted              | Not permitted           | Not permitted           | 5,500 square feet per dwelling  | 5,000 square feet per dwelling  |

|  |     |                                      |                       |               |               |               |               |                                                           |                                                           |
|--|-----|--------------------------------------|-----------------------|---------------|---------------|---------------|---------------|-----------------------------------------------------------|-----------------------------------------------------------|
|  |     | (b)                                  | Three bedrooms        | Not permitted | Not permitted | Not permitted | Not permitted | 5,000 square feet per dwelling                            | 4,500 square feet per dwelling                            |
|  |     | (c)                                  | Two bedrooms          | Not permitted | Not permitted | Not permitted | Not permitted | 4,500 square feet per dwelling                            | 3,500 square feet per dwelling                            |
|  |     | (d)                                  | One or no bedrooms    | Not permitted | Not permitted | Not permitted | Not permitted | 4,000 square feet per dwelling                            | 3,000 square feet per dwelling                            |
|  | (4) | Multiple-family dwelling containing: |                       |               |               |               |               | 7,800 square feet per building                            | 7,800 square feet per building                            |
|  |     | (a)                                  | Four or more bedrooms | Not permitted | Not permitted | Not permitted | Not permitted | <del>7,500</del><br><u>5,000</u> square feet per dwelling | <del>7,500</del><br><u>4,000</u> square feet per dwelling |
|  |     | (b)                                  | Three bedrooms        | Not permitted | Not permitted | Not permitted | Not permitted | <del>6,700</del><br><u>4,500</u> square                   | <del>6,700</del><br><u>3,000</u> square                   |



|     |     |                                                                           |                    |                    |                    |                    |                    |                                                              |                                                              |
|-----|-----|---------------------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------------------------------------------------|--------------------------------------------------------------|
|     |     |                                                                           |                    |                    |                    |                    |                    | feet per dwelling                                            | feet per dwelling                                            |
|     |     | (c)                                                                       | Two bedrooms       | Not permitted      | Not permitted      | Not permitted      | Not permitted      | <del>5,300</del><br><u>3,500</u><br>square feet per dwelling | <del>5,300</del><br><u>2,500</u><br>square feet per dwelling |
|     |     | (d)                                                                       | One or no bedrooms | Not permitted      | Not permitted      | Not permitted      | Not permitted      | <del>3,800</del><br><u>2,500</u><br>square feet per dwelling | <del>3,800</del><br><u>2,000</u><br>square feet per dwelling |
|     | (5) | Nonresidential uses, unless otherwise specified in article [section] 6.02 | 20,000 square feet | 20,000 square feet | 20,000 square feet | 20,000 square feet | 10,000 square feet | 10,000 square feet                                           |                                                              |
|     | (B) | Minimum lot width:                                                        |                    |                    |                    |                    |                    |                                                              |                                                              |
| (1) |     | Single-family detached dwelling                                           | 100 feet           | 75 feet            | 70 feet            | 60 feet 6          | 60 feet            | 60 feet                                                      |                                                              |

|     |                             |                                                                           |                                             |                                                  |                                                  |                                             |                |                |
|-----|-----------------------------|---------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|--------------------------------------------------|---------------------------------------------|----------------|----------------|
|     | (2)                         | Single-family attached dwelling                                           | Not permitted                               | Not permitted                                    | Not permitted                                    | Not permitted                               | 22 feet        | 22 feet        |
|     | (3)                         | Single-family semidetached dwelling                                       | Not permitted                               | Not permitted                                    | Not permitted                                    | Not permitted                               | 27 feet        | 27 feet        |
|     | (4)                         | Two-family detached dwelling                                              | Not permitted                               | Not permitted                                    | Not permitted                                    | Not permitted                               | 75 feet        | 75 feet        |
|     | (5)                         | Multiple-family dwellings                                                 | Not permitted                               | Not permitted                                    | Not permitted                                    | Not permitted                               | 60 feet        | 60 feet        |
|     | (6)                         | Nonresidential uses, unless otherwise specified in article [section] 6.02 | 100 feet                                    | 100 feet                                         | 100 feet                                         | 100 feet                                    | 100 feet       | 100 feet       |
| (C) | Maximum floor area ratio: 1 |                                                                           |                                             |                                                  |                                                  |                                             |                |                |
|     | (1)                         | Single-family and two-family dwellings                                    | 0.40 for the first 9,000 square feet of lot | 0.40 for the first 9,000 square feet of lot area | 0.40 for the first 9,000 square feet of lot area | 0.40 for the first 9,000 square feet of lot | Not applicable | Not applicable |

|     |                                                                            |                                  |                                                                |                                                           |                                                           |                                                                |                |                |
|-----|----------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|----------------|----------------|
|     |                                                                            |                                  | area plus 0.20 for the lot area greater than 9,000 square feet | plus 0.20 for the lot area greater than 9,000 square feet | plus 0.20 for the lot area greater than 9,000 square feet | area plus 0.20 for the lot area greater than 9,000 square feet |                |                |
|     | (2)                                                                        | Multifamily dwellings as follows | Not permitted                                                  | Not permitted                                             | Not permitted                                             | Not permitted                                                  | 0.75           | 0.75           |
|     | (3)                                                                        | Nonresidential uses              | 0.50                                                           | 0.50                                                      | 0.50                                                      | 0.50                                                           | 0.75           | 0.75           |
| (D) | Maximum lot coverage 11                                                    |                                  | 0.35                                                           | 0.35                                                      | 0.35                                                      | 0.35                                                           | Not applicable | Not applicable |
| (E) | Maximum height of buildings and structures (also see article IV, 4.02(D)): |                                  |                                                                |                                                           |                                                           |                                                                |                |                |
|     | (1)                                                                        | Residential uses                 | 35 feet                                                        | 35 feet                                                   | 35 feet                                                   | 35 feet                                                        | 35 feet        | 35 feet        |

|     |                |                                                             |                                                                                |                                                                                |                                                                                  |                                                                                   |                                                                                         |                                                                                      |
|-----|----------------|-------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|     | (2)            | Nonresidential<br>uses                                      | 45 feet                                                                        | 45 feet                                                                        | 45 feet                                                                          | 45 feet                                                                           | 45 feet                                                                                 | 45 feet                                                                              |
| (F) | Minimum yards: |                                                             |                                                                                |                                                                                |                                                                                  |                                                                                   |                                                                                         |                                                                                      |
|     | (1)            | Single-family<br>and two-family<br>detached<br>dwellings:   |                                                                                |                                                                                |                                                                                  |                                                                                   |                                                                                         |                                                                                      |
|     | (a)            | Front and<br>side yard<br>adjoining<br>a street 5,<br>9, 10 | 35 feet                                                                        | 50 feet                                                                        | 35 feet                                                                          | 35 feet 12                                                                        | 35 feet                                                                                 | 25 feet                                                                              |
|     | (b)            | Interior<br>side 8, 9                                       | Aggregate<br>of 20<br>percent of<br>lot width,<br>ten feet<br>minimum,<br>each | Aggregate<br>of 20<br>percent of<br>lot width,<br>ten feet<br>minimum,<br>each | Aggregate<br>of 20<br>percent of<br>lot width,<br>seven feet<br>minimum,<br>each | Aggregat<br>e of 20<br>percent of<br>lot width,<br>six-foot<br>minimum,<br>each 7 | Aggreg<br>ate of<br>20<br>percent<br>of lot<br>width,<br>five feet<br>minimu<br>m, each | Aggrega<br>te of 20<br>percent<br>of lot<br>width,<br>five feet<br>minimu<br>m, each |
|     | (c)            | Rear                                                        | 20 percent<br>of lot<br>depth                                                  | 20 percent<br>of lot depth                                                     | 20 percent<br>of lot depth                                                       | 20<br>percent of<br>lot depth                                                     | 20<br>percent<br>of lot<br>depth                                                        | 20<br>percent<br>of lot<br>depth                                                     |



|  |     |                                       |                                        |                |                |                |                |                                          |                                          |
|--|-----|---------------------------------------|----------------------------------------|----------------|----------------|----------------|----------------|------------------------------------------|------------------------------------------|
|  | (2) | Single-family attached dwellings:     |                                        |                |                |                |                |                                          |                                          |
|  |     | (a)                                   | Front and side yard adjoining a street | Not applicable | Not applicable | Not applicable | Not applicable | 25 feet                                  | 25 feet                                  |
|  |     | (b)                                   | Interior side, each 8                  | Not applicable | Not applicable | Not applicable | Not applicable | none                                     | none                                     |
|  |     | (c)                                   | Rear                                   | Not applicable | Not applicable | Not applicable | Not applicable | 20 percent of lot depth, 20 feet minimum | 20 percent of lot depth, 20 feet minimum |
|  | (3) | Single-family semidetached dwellings: |                                        |                |                |                |                |                                          |                                          |
|  |     | (a)                                   | Front and side adjoining a street      | Not applicable | Not applicable | Not applicable | Not applicable | 25 feet                                  | 25 feet                                  |
|  |     |                                       |                                        |                |                |                |                |                                          |                                          |

|  |     |                                                    |                                      |                |                |                |                |                                          |                                          |
|--|-----|----------------------------------------------------|--------------------------------------|----------------|----------------|----------------|----------------|------------------------------------------|------------------------------------------|
|  |     | (b)                                                | Interior side (one only) 8           | Not applicable | Not applicable | Not applicable | Not applicable | 5 feet                                   | 5 feet                                   |
|  |     | (c)                                                | Rear                                 | Not applicable | Not applicable | Not applicable | Not applicable | 20 percent of lot depth, 20 feet minimum | 20 percent of lot depth, 20 feet minimum |
|  | (4) | Multiple-family dwellings and nonresidential uses: |                                      |                |                |                |                |                                          |                                          |
|  |     | (a)                                                | Front and side yard adjoining street | Not applicable | Not applicable | Not applicable | Not applicable | 25 feet 3                                | 25 feet 4                                |
|  |     | (b)                                                | Interior side, each 8                | Not applicable | Not applicable | Not applicable | Not applicable | 10 feet, each 3                          | 10 feet, each 4                          |
|  |     | (c)                                                | Rear                                 | Not applicable | Not applicable | Not applicable | Not applicable | 30 feet 3                                | 20 feet 4                                |
|  |     |                                                    |                                      |                |                |                |                |                                          |                                          |

|     |                                                     |                                                                                                    |
|-----|-----------------------------------------------------|----------------------------------------------------------------------------------------------------|
| (G) | Minimum off-street parking and off-street loading 1 | Required in all districts in accordance with regulations set forth in article X of this ordinance. |
|-----|-----------------------------------------------------|----------------------------------------------------------------------------------------------------|

Notes:

1 Premium for enclosed off-street parking. Where any required off-street parking spaces in the R-5 district are located in an enclosed garage under the dwelling structure or in a garage having more than one level, one-half of the square footage of floor area occupied by such interior off-street parking spaces and access aisles may be added to the square feet contained in the lot, the sum of which shall represent the lot area used for determining the permitted number of dwellings and the maximum floor area ratio.

2 Any room other than a kitchen, bathroom, living room, dining room or utility room in excess of 80 square feet in area shall be counted as a bedroom.

3 Each required yard shall be increased by one-half foot for each foot in height that a building exceeds 30 feet in height, and where a side lot line in an R-4 district adjoins a side or rear lot line in an R-1, R-2 or R-3 district, the required interior side yard shall be increased to 15 feet, and where a rear lot line in an R-4 district adjoins a side or rear lot line in an R-1, R-2 or R-3 district, the required rear yard shall be increased to 40 feet, and there shall be provided a six-foot-high solid fence, or six-foot-high dense hedge on the R-4 lot along such common lot line.

4 Each required yard or transitional yard shall be increased by one-half foot for each foot that a building exceeds 30 feet in height, and, in addition, where an R-5 district adjoins another residence district, transitional yards shall be provided as follows:

- (1) Where a side or rear yard of a lot in an R-5 district adjoins the side or rear yard of a lot in an R-4 district, each such adjoining yard in the R-4 district shall be increased by ten feet.
- (2) Where a side or rear yard of a lot in an R-5 district adjoins the side or rear yard of an R-1, R-2 or R-3 single-family residence district, each such adjoining yard shall be increased by 15 feet and there shall be provided a six-foot-high solid fence or six-foot-high dense landscape hedge on the R-5 lot along such common lot line.

5 For frontages on major arterial streets, refer to [section 4.16](#), article IV.

6 Minimum lot width in an R-3 district shall be 60 feet; except that a recommendation may be made by the planning and zoning commission to amend to 50 feet, after all responsible effort has been made to maintain the 60-foot width by acquisition of adjoining property and a resubdivision hearing has been held and the board of trustees concur.

7 Interior side yard for R-3 district setback for accessory structures (i.e., garage, etc.) shall be a minimum of three feet, and shall be located behind the main structure rear wall, per section 4.05(B).

8 Where under previously enacted zoning regulations for interior side yards, and a setback was established as a minimum at the time of construction; that setback may be maintained when alterations or additions are proposed for the existing structure.

9 For corner lots subdivided and duly recorded on the effective date of this ordinance which have insufficient lot width to provide the required minimum side yard adjoining a street and still maintain a buildable lot width of 30 feet, the required side yard adjoining the street shall be minimum 25 feet, and the required minimum interior side yard shall be five feet.

10 When a minimum front yard setback was established at the time of construction under previously enacted zoning regulations, that setback may be maintained without a variance when second story additions are proposed for the existing structure provided that the alteration matches the original building footprint.

11 When the application of the lot coverage regulations specified herein results in proposed lot coverage between 35—40 percent, a permit may be eligible for administrative approval (in lieu of a variance) provided that the property is not identified within any building moratorium area, known drainage problem area, or within any identifiable drainage sub basin area.

12 In the R-3 district, where the setback of the principal structure on at least one of the adjacent lots on either side of the subject lot is less than 35 feet, the dwelling may encroach into the setback a maximum of ten feet or to match the adjacent property, whichever is less. Attached garages may not encroach unless stepped five feet behind the principal structure or covered porch. The provisions in section 4.05(E) shall be permitted from encroached structures.





**VILLAGE OF WESTMONT**  
**Board of Trustees Memorandum**  
**December 19, 2024**

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**Item for Board of Trustees Consideration:**

Board to consider an ordinance approving requests from the Village of Westmont regarding a Zoning Ordinance text amendment as follows:

1. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-4 General Residence District.
2. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-5 General Residence District.

**Planning and Zoning Commission recommendation:**

This case was heard at the December 11, 2024, Planning and Zoning Commission meeting and unanimously recommended approval of the text amendment for the R-4 and R-5 Zoning Districts. Additionally, the Commission believes that revisions and additional research may be warranted with the Zoning Ordinance update and future Comprehensive Plan updates.

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**I. BACKGROUND OF ITEM**

**A. Background:**

At the November 14, 2024 special Community Development Committee (CDC) meeting, the Committee directed staff to prepare a text amendment to the density regulations for multiple-family dwellings in the R-5 General Residence District. However, staff has prepared text amendments for both the R-4 General Residence District and the R-5 General Residence District to allow the Planning and Zoning Commission and Village Board to discuss both districts, rather than restricting the conversation regarding multi-family density to a single district. However, it is important to note that with the pending zoning ordinance update there are proposed changes to the zoning districts that would affect R-5 properties along Burlington Avenue and Quincy Street.

The R-4 and R-5 allow for the most housing types, ranging from single-family detached dwellings to multiple-family dwellings. The R-4 District is primarily found along Cass Avenue and 63rd Street, with a handful of properties on 55th Street and Naperville Road. The R-5 District is more scattered through the Village, with large developments on 60th Street, Ogden Avenue, and 35th Street. Smaller properties zoned R-5 line Burlington Avenue and west Quincy Street. However, these properties on Burlington and Quincy are proposed to be rezoned to R-7 Downtown Residential District following the public hearing for the Zoning Ordinance Update and its adoption. The 2024 Zoning Map is attached to this report for reference.

**B. Westmont Zoning Ordinance Amendment (1986)**

In 1986, the Village's Staff was tasked by the Village Board to propose a solution to reduce the permitted density for new multi-family developments. At the time, the Village had little direct oversight on how multi-family buildings could be constructed other than through the Zoning Ordinance bulk regulations. This is due to the Site Plan approval process not yet being implemented. Consequently, as long as the development met all code requirements, they could submit for permits

without further review by the Planning and Zoning Commission or the Village Board.

Village Staff proposed to reduce the allowable number of units per acre by approximately 50% in the R-5 and 25% in the R-4 zoning districts; the resulting changes can be seen in Table 1. Lower densities greatly reduced what could be developed on a property in these zoning districts, but did not require changes to existing multi-family developments. Additionally, due to these changes many multi-family developments that predate this text amendment are now considered non-conforming due to their existing density.

**Table 1: The Village of Westmont's Current and Pre-1986 Density in Dwelling Units per Acre**

|                                           | Westmont                     |                              | Westmont                     |                              |
|-------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
|                                           | Current                      |                              | Pre-1986                     |                              |
|                                           | GENERAL<br>RESIDENCE<br>(R4) | GENERAL<br>RESIDENCE<br>(R5) | GENERAL<br>RESIDENCE<br>(R4) | GENERAL<br>RESIDENCE<br>(R5) |
| <b>Multi-Family (Du/Acre):</b>            |                              |                              |                              |                              |
| <b>Average</b>                            | <b>7.99</b>                  | <b>7.99</b>                  | <b>12.07</b>                 | <b>16.15</b>                 |
| <b><i>Studio and One<br/>bedrooms</i></b> | 11.46                        | 11.46                        | 17.42                        | 21.78                        |
| <b><i>Two bedrooms</i></b>                | 8.21                         | 8.21                         | 12.45                        | 17.42                        |
| <b><i>Three bedrooms</i></b>              | 6.50                         | 6.50                         | 9.68                         | 14.52                        |
| <b><i>Four or More bedrooms</i></b>       | 5.80                         | 5.80                         | 8.71                         | 10.89                        |

C. Proposed 2021 Text Amendment

In July of 2021(PZC 91-2021), staff had proposed a Text Amendment to adjust and overhaul the calculation methods and densities for all residential districts and building types. Although the Text Amendment received a recommendation of approval, the request was never forwarded to the Village Board for a final decision.

D. Amendment Request:

The Village of Westmont is requesting a text amendment to the Zoning Ordinance regarding Section 6.04(A)(4), which has language dictating the number of units, or density, for multiple-family dwellings. The proposed text amendment language in full is attached, however, below is a table indicating the current and the proposed changes. These changes are to increase the allowable density for multi-family developments in the R-4 and R-5 Zoning Districts to the same level they were prior to the 1986 Text Amendment.

**Table 2: The Village of Westmont's Current and Proposed Density by square feet**

| <b>Westmont</b>                   |                        |                        |                        |                        |
|-----------------------------------|------------------------|------------------------|------------------------|------------------------|
|                                   | Current                |                        | Proposed               |                        |
|                                   | GENERAL RESIDENCE (R4) | GENERAL RESIDENCE (R5) | GENERAL RESIDENCE (R4) | GENERAL RESIDENCE (R5) |
| <b>Efficiency and one bedroom</b> | 3,800 square feet      | 3,800 square feet      | 2,500 square feet      | 2,000 square feet      |
| <b>Two bedroom</b>                | 5,300 square feet      | 5,300 square feet      | 3,500 square feet      | 2,500 square feet      |
| <b>three bedrooms</b>             | 6,700 square feet      | 6,700 square feet      | 4,500 square feet      | 3,000 square feet      |
| <b>Four or More</b>               | 7,500 square feet      | 7,500 square feet      | 5,000 square feet      | 4,000square feet       |

**II. ANALYSIS AND CRITICAL ISSUES:**

A. Zoning:

The Village's Zoning Ordinance definition of a multi-family or multiple-family dwelling is as follows:

***Dwelling, multiple-family: A dwelling containing three or more dwelling units.***

The Village's Zoning Ordinance allows multi-family in three districts: the R-4 (General Residence), R-5 (General Residence), and B-1 (Limited Business) districts. The B-1 district only allows for multi-family dwellings in conjunction with commercial enterprises. This results in a mixed use building and typically a first floor commercial business with additional floors utilized for dwelling units. Additionally, The B-1 district currently does not have a maximum or minimum density requirement. Instead, the zoning bulk regulations and required parking help limit how many units can be built. The R-4 and R-5 districts allow multi-family and other residential uses. In both districts, density is determined by both lot size and bedroom count.

Table 3 depicts each based on dwelling units per acre of land in all residential districts, which provides context to other building types and other zoning district's densities. However, the numbers provided are averages and do not account for other limitations such as parking or stormwater areas, among others.

**Table 3: The Village of Westmont's Current Density by Type and District in Dwelling Units per Acres**

| Type                      | Multi-family |      | Single-family attached and semidetached |       | Two-family detached |      | Single-family Detached |        |      |      |
|---------------------------|--------------|------|-----------------------------------------|-------|---------------------|------|------------------------|--------|------|------|
|                           | R-4          | R-5  | R-4                                     | R-5   | R-4                 | R-5  | R-1                    | R-1(A) | R-2  | R-3  |
| <b>Average (Du/Acre):</b> | 7.99         | 7.99 | 9.30                                    | 11.34 | 5.19                | 5.19 | 2.9                    | 3.87   | 4.36 | 5.58 |

B. Comprehensive Plan:

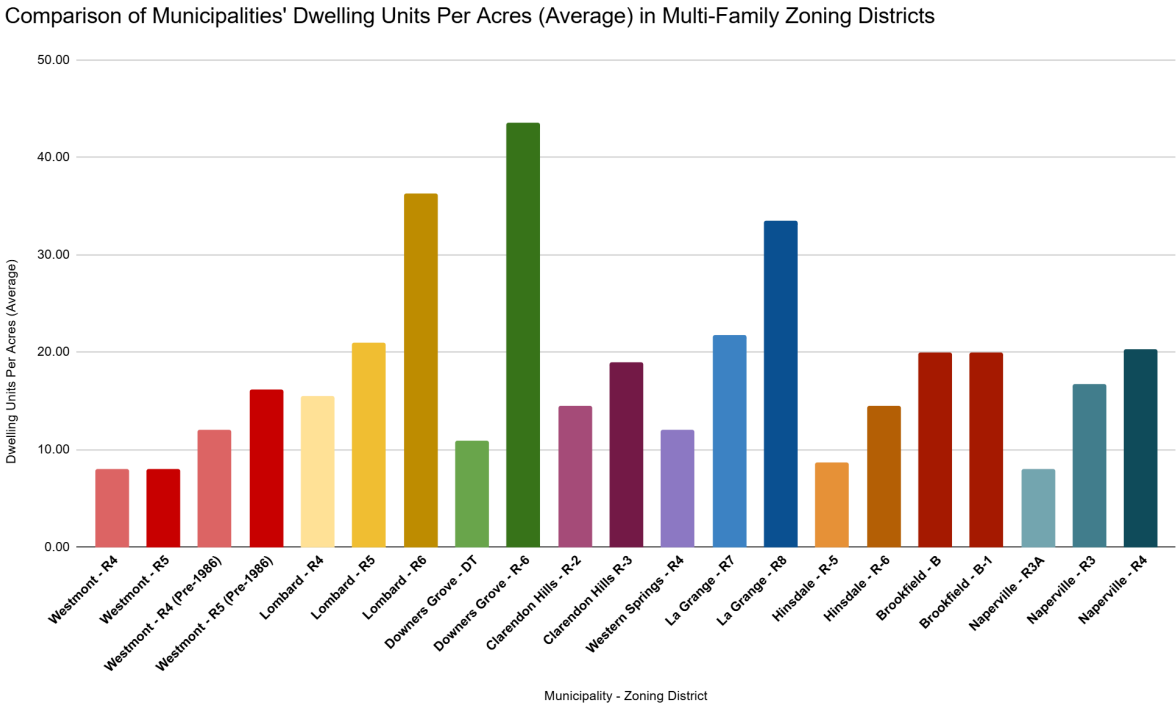
Chapter 4 of the Comprehensive Plan discusses goals and objectives for the Village and specifically states the following in regards to multiple-family housing *“Support the long-term stability and maintenance of multi-family development in the Village so that it is an asset that provides quality housing choice for a variety of household types.”*

C. Other Municipalities:

Although it is difficult to accurately compare surrounding communities’ densities due to differing zoning district allowances, the number of zoned properties, and existing land uses; Staff has prepared and attached a preliminary data set by exclusively looking at neighboring municipalities zoning ordinances and not actual use of land. These calculations are best to be used as reference and not as an exact one to one comparison.

Currently, neighboring communities allow a variety of densities dependent on the zoning district that a property resides within. However, unlike Westmont, many municipalities generally allow greater density throughout all multi-family zoned districts and have a clear distinction between high density, medium density, and/or downtown/transitional zoning districts. Due to the 1986 text amendment, the Village does not have any distinction between the R-5 and R-4 zoning districts’ density for multi-family developments.

**Chart 1:** Comparison of Municipalities’ Dwelling Units Per Acre in Multi-Family Zoning Districts  
(An enlarged chart is attached)



*\*Chart 1 does not include the Village of Lisle as they do not regulate multi-family dwellings in residential districts on per acre or per dwelling basis rather they utilize a maximum lot coverage of impervious area of 50%.*

Additionally, municipalities generally treat multi-family density calculations on a dwelling unit basis and are not dependent on the number of bedrooms a dwelling unit will have. This allows for easier feedback to potential developers on a lot-by-lot basis as many developers do not have formulated

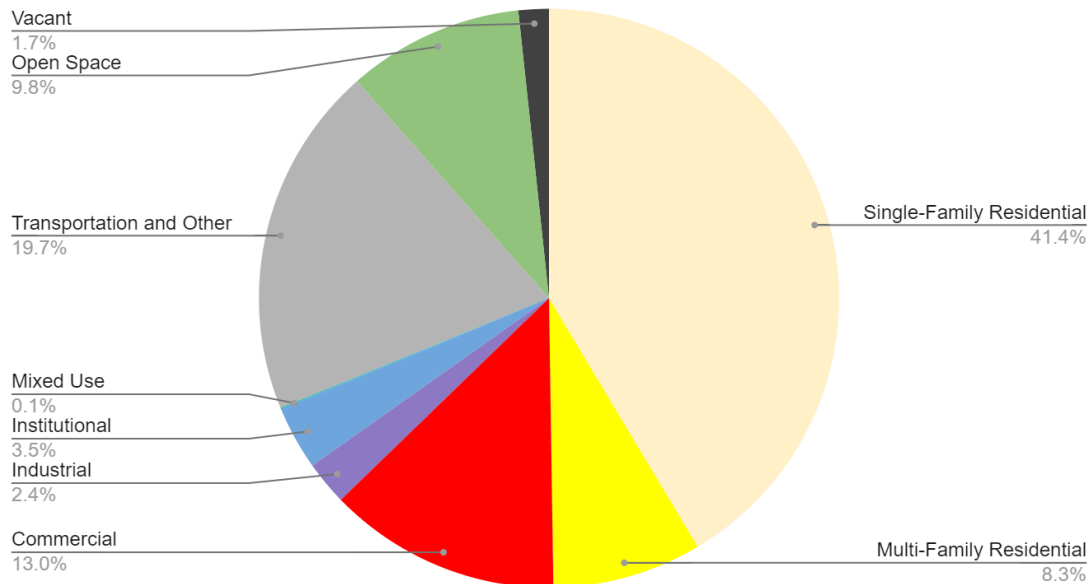
site or floor plans at this stage in the process.

**D. Land Use:**

Although a full analysis and review of Village's land uses will be performed during the Comprehensive Plan update, staff has provided a brief summary from data derived from the Chicago Metropolitan Agency for Planning (CMAP) for context. However, the data include finished developments prior to the shown date.

**Chart 2: General Land Use by Area, Village of Westmont, Illinois 2020**

**General Land Use by Area of the Village of Westmont, Illinois 2020**



Source: Chicago Metropolitan Agency for Planning analysis of the 2020 Land Use Inventory.

**III. SUMMARY**

The Village of Westmont is requesting a text amendment to the Zoning Ordinance regarding Section 6.04(A)(4), to increase the allowable density for multiple-family dwellings in the R-4 and R-5 Zoning Districts.

The proposed changes would allow for greater density within the R-4 and R-5 zoning districts for new multi-family developments. This change would fall better inline with surrounding communities' densities. Although the proposed changes would increase the allowable density, if a petitioner proposed a density higher than the proposed maximums, they would need to apply and be approved for a Variance prior to construction. Lastly, the proposed changes do not change limitations of development regarding other requirements such as parking, stormwater, etc. All minimum requirements would still need to be met.

Any changes to density within the Village's Zoning Ordinance that are implemented would only directly affect new developments and would likely not have any effect on existing multi-family developments.



**IV. LEGAL**

- A. Notification: A legal notice was published in Westmont Suburban Life on November 21, 2024.
- B. Code References: Appendix A, Section 6.04(A)(4): Section 13.11.

**V. DOCUMENTS ATTACHED:**

- 1. Legal notice was published in Westmont Suburban Life on November 21, 2024.
- 2. 2024 Zoning Map
- 3. 2013 Comprehensive Plan Land Use Map
- 4. R-4 and R-5 Zoning Map
- 5. Table of Density Developments
- 6. Proposed Text Amendment Language

## Sec. 82-201. Bi-monthly rates within village.

~~A base incremental~~The following water rates will be established administratively: (a) a standard residential volumetric rate based on the cost the village pays its supplier, plus an additional amount for ongoing operations and infrastructure costs, (b) a tier 2 higher volumetric rate for water usage over 16,000 gallons per billing cycle, and (c) a fixed fee based on meter size. Both volumetric rates referenced above include both the cost the village pays its supplier and an additional amount for ongoing operations and infrastructure. which amount will be increased annually by 2.5 percent. The base incremental rateThese volumetric rates will ~~also~~ be increased or decreased upon increase or decrease in the rate charged by the supplier. The additional amount for ongoing operations and infrastructure as well as the fixed fee will be increased annually by up to four percent (4%). In addition to or in lieu of the annual administrative adjustments set forth above, the village board may further increase or decrease the ~~base incremental~~ rates and/or fixed fees as it deems necessary. The current ~~base incremental rates~~amount of the standard residential volumetric rate, the higher volumetric tier 2 rate, and additional fixed fees shall be kept on file with the village clerk.

For each residential single-family, ~~owner-occupied~~ condominium, municipal, school or church user of the waterworks system within the village limits, the bi-monthly charge shall be as follows:

| Number of gallons used         | Rate Charge                                                                                    |
|--------------------------------|------------------------------------------------------------------------------------------------|
| First <u>16,000</u> gallons    | <del>Base incremental</del> <u>Standard residential volumetric rate plus \$5.00 fixed fees</u> |
| All over <u>16,000</u> gallons | <del>Base incremental rate</del> <u>Tier 2 higher volumetric rate</u>                          |

~~Owner-occupied~~cCondominium shall be defined as an ~~owner-occupied~~ fee simple, single-family dwelling unit established as a condominium. The fixed feed for condominiums with a common meter ~~Each owner-occupied single-family dwelling unit shall pay~~ be equal to the smallest residential meter's fixed fee multiplied by the number of single-family dwelling units. All water usage for condominiums with a common meter shall be charged at the standard residential volumetric rate, a minimum bi-monthly bill of the fixed fee identified in this section. base incremental rate plus \$5.00 for the first 1,000 gallons, and \$10.61 for usage over 1,000 gallons. as defined in this section. For a condominium unit to receive these rates, proof of ownership must be provided to the village clerk's office.

(Code 1972, § 28-81; Ord. No. 08-37, § 2, 3-17-2008; Ord. No. 10-52, § 1, 3-15-2010; Ord. No. 11-76, § 1, 5-16-2011; Ord. No. 16-167, § 1, 10-13-2016; Ord. No. 18-038, § 1, 3-15-2018; Ord. No. 19-093, § 1, 6-6-2019; Ord. No. 20-022, § 1, 3-12-2020; Ord. No. 22-012, § 3, 2-10-2022)

## Sec. 82-202. Monthly rates within village.

The following water rates and fixed fee will be established administratively: (a) a commercial volumetric rate based on the cost the village pays its supplier, plus an additional amount for ongoing operations and infrastructure costs; and (b) a fixed fee based on meter size. The portion of the volumetric rate attributable to cost to supplier will be increased or decreased upon increase or decrease in the rate charged by the supplier. The additional amount for ongoing operations and infrastructure as well as the fixed fee will be increased annually by up to four percent (4%). In addition to or in lieu of the annual administrative adjustments set forth above, the village board

may further increase or decrease the commercial volumetric rate and/or fixed fee as it deems necessary. The current amount of the commercial volumetric rate and fixed fee shall be kept on file with the village clerk.

For each ~~two~~-multiple-family unit residential building with three or more dwelling units, excluding condominiums, and for each commercial and industrial user within the corporate limits, the monthly charge shall be as follows:

| Number of gallons used                     | Rate Charge                                                                           |
|--------------------------------------------|---------------------------------------------------------------------------------------|
| First 1,000 gallons <u>All water usage</u> | Base-<br>incremental <u>Commercial</u><br>volumetric<br>rate plus<br>\$6.00 fixed fee |
| All over 1,000 gallons-                    | Base-<br>incremental-<br>rate plus-<br>\$1.00-                                        |

(Code 1972, § 28-82; Ord. No. 08-37, § 3, 3-17-2008; Ord. No. 10-52, § 1, 3-15-2010; Ord. No. 11-76, § 1, 5-16-2011; Ord. No. 16-167, § 1, 10-13-2016; Ord. No. 18-038, § 1, 3-15-2018; Ord. No. 19-093, § 1, 6-6-2019; Ord. No. 20-022, § 1, 3-12-2020; Ord. No. 22-012, § 3, 2-10-2022)

#### Sec. 82-203. Bi-monthly rates outside village limits.

For each residential single-family, condominium, municipal, or school, or church user of the waterworks system outside the village limits, the bi-monthly charge shall be as follows:

| Number of gallons used  | Rate Charge                                                                                                             |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------|
| First 16,000 gallons    | 150% of <u>standard residential</u><br><u>volumetric base-</u><br><u>incremental-</u><br>rate plus<br>\$5.00 fixed fees |
| All over 16,000 gallons | 150% of <u>tier 2 higher volumetric</u><br><u>rate base-</u><br><u>incremental-</u><br>rate-                            |

(Code 1972, § 28-83; Ord. No. 08-37, § 4, 3-17-2008; Ord. No. 16-167, § 1, 10-13-2016; Ord. No. 18-038, § 1, 3-15-2018; Ord. No. 19-093, § 1, 6-6-2019; Ord. No. 20-022, § 1, 3-12-2020; Ord. No. 22-012, § 3, 2-10-2022)

Cross reference(s)—Water supply for premises outside village limits, § 82-4.

#### Sec. 82-204. Monthly rates outside village limits.

For each multiple-family residential building with three or more dwelling units, excluding condominiums, and for each unit residential, commercial or industrial user of the waterworks system outside the village limits, the monthly charge shall be as follows:

| Number of gallons used | Rate |
|------------------------|------|
|------------------------|------|

|                                                       |                                                                                                                                       |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <del>First 1,000 gallons</del> <u>All water usage</u> | 150% of <del>base-</del><br><del>incremental</del> <u>commercial</u><br><u>volumetric</u><br>rate plus<br><del>\$6.00 fixed fee</del> |
| <del>All over 1,000 gallons-</del>                    | <del>150% of base-</del><br><del>incremental-</del><br><del>rate plus-</del><br><del>\$1.00-</del>                                    |

(Code 1972, § 28-84; Ord. No. 08-37, § 5, 3-17-2008; Ord. No. 16-167, § 1, 10-13-2016; Ord. No. 18-038, § 1, 3-15-2018; Ord. No. 19-093, § 1, 6-6-2019; Ord. No. 20-022, § 1, 3-12-2020; Ord. No. 22-012, § 3, 2-10-2022; Ord. No. 22-088, § 2, 7-14-2022)

Cross reference(s)—Water supply for premises outside village limits, § 82-4.

### **Sec. 82-208. Bulk water fill charge.**

All water used in conjunction with the filling of tank trucks or similar vehicles, except the village and its contractors, shall be procured at the tank fill facility at the water division. ~~The following rate shall prevail: \$6.00 per 1,000 gallons, plus \$0.50 surcharge; \$6.50 per 1,000 gallons. The \$0.50 per 1,000-gallon surcharge shall be rescinded upon recovery of indebtedness incurred in construction of the facility and shall be charged the commercial volumetric rate.~~

(Code 1972, § 28-88; Ord. No. 07-106, § 1, 6-4-2007)

|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|--------------------------------------------------------------------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Water Rates</b><br><b>2025 - 2033</b><br><b>Approved 12/19/2025</b>               |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>RESIDENTIAL, In town</b>                                                          |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Residential In Town Tier 1 Rate</b>                                               |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <i>First 16,000 Gallons Billed (Bi-Monthly)</i>                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      | <b>2/28/2025</b> | <b>1/1/2026</b> | <b>1/1/2027</b> | <b>1/1/2028</b> | <b>1/1/2029</b> | <b>1/1/2030</b> | <b>1/1/2031</b> | <b>1/1/2032</b> | <b>1/1/2033</b> |
|                                                                                      | <b>2025</b>      | <b>2026</b>     | <b>2027</b>     | <b>2028</b>     | <b>2029</b>     | <b>2030</b>     | <b>2031</b>     | <b>2032</b>     | <b>2033</b>     |
| <b>Base Volumetric Rate</b>                                                          | \$11.50          | \$12.05         | \$12.95         | \$14.00         | \$14.20         | \$14.40         | \$14.65         | \$14.90         | \$15.25         |
| Supplier Charge                                                                      | 5.58             | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            |
| Operations & Infrastructure                                                          | \$5.92           | \$6.47          | \$7.37          | \$8.42          | \$8.62          | \$8.82          | \$9.07          | \$9.32          | \$9.67          |
| <b>Total Base Volumetric Rate</b>                                                    | \$11.50          | \$12.05         | \$12.95         | \$14.00         | \$14.20         | \$14.40         | \$14.65         | \$14.90         | \$15.25         |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>RESIDENTIAL, In town</b>                                                          |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>Residential In Town Tier 2 Rate</b>                                               |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <i>Each Additional 1,000 Gallons Used Per Bill In Excess Of First 16,000 Gallons</i> |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      | <b>2/28/2025</b> | <b>1/1/2026</b> | <b>1/1/2027</b> | <b>1/1/2028</b> | <b>1/1/2029</b> | <b>1/1/2030</b> | <b>1/1/2031</b> | <b>1/1/2032</b> | <b>1/1/2033</b> |
|                                                                                      | <b>2025</b>      | <b>2026</b>     | <b>2027</b>     | <b>2028</b>     | <b>2029</b>     | <b>2030</b>     | <b>2031</b>     | <b>2032</b>     | <b>2033</b>     |
| <b>Base Volumetric Rate</b>                                                          | \$18.00          | \$21.09         | \$22.67         | \$24.50         | \$24.85         | \$25.20         | \$25.64         | \$26.08         | \$26.69         |
| Supplier Charge                                                                      | 5.58             | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            |
| Operations & Infrastructure                                                          | \$12.42          | \$15.51         | \$17.09         | \$18.92         | \$19.27         | \$19.62         | \$20.06         | \$20.50         | \$21.11         |
| <b>Total Base Volumetric Rate</b>                                                    | \$18.00          | \$21.09         | \$22.67         | \$24.50         | \$24.85         | \$25.20         | \$25.64         | \$26.08         | \$26.69         |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <b>COMMERCIAL, In Town</b>                                                           |                  |                 |                 |                 |                 |                 |                 |                 |                 |
| <i>Per 1,000 Gallons, All Usage</i>                                                  |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |
|                                                                                      | <b>2/28/2025</b> | <b>1/1/2026</b> | <b>1/1/2027</b> | <b>1/1/2028</b> | <b>1/1/2029</b> | <b>1/1/2030</b> | <b>1/1/2031</b> | <b>1/1/2032</b> | <b>1/1/2033</b> |
|                                                                                      | <b>2025</b>      | <b>2026</b>     | <b>2027</b>     | <b>2028</b>     | <b>2029</b>     | <b>2030</b>     | <b>2031</b>     | <b>2032</b>     | <b>2033</b>     |
| <b>Base Volumetric Rate</b>                                                          | \$12.65          | \$13.26         | \$14.25         | \$15.40         | \$15.62         | \$15.84         | \$16.12         | \$16.39         | \$16.78         |
| Supplier Charge                                                                      | 5.58             | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            | 5.58            |
| Operations & Infrastructure                                                          | \$7.07           | \$7.68          | \$8.67          | \$9.82          | \$10.04         | \$10.26         | \$10.54         | \$10.81         | \$11.20         |
| <b>Total Base Volumetric Rate</b>                                                    | \$12.65          | \$13.26         | \$14.25         | \$15.40         | \$15.62         | \$15.84         | \$16.12         | \$16.39         | \$16.78         |
|                                                                                      |                  |                 |                 |                 |                 |                 |                 |                 |                 |



|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|--------------------------------------------------------------------------------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|--|
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
| <b>RESIDENTIAL, Out of Town</b>                                                      |           |          |          |          |          |          |          |          |          |  |
| <b>Residential Out of Town Tier 1 Rate</b>                                           |           |          |          |          |          |          |          |          |          |  |
| <i>First 16,000 Gallons Billed (Bi-Monthly)</i>                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      | 1.5       |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      | 2/28/2025 | 1/1/2026 | 1/1/2027 | 1/1/2028 | 1/1/2029 | 1/1/2030 | 1/1/2031 | 1/1/2032 | 1/1/2033 |  |
|                                                                                      | 2025      | 2026     | 2027     | 2028     | 2029     | 2030     | 2031     | 2032     | 2033     |  |
| <b>Base Volumetric Rate</b>                                                          | \$17.25   | \$18.08  | \$19.43  | \$21.00  | \$21.30  | \$21.60  | \$21.98  | \$22.35  | \$22.88  |  |
| Supplier Charge                                                                      | \$8.37    | \$8.37   | \$8.37   | \$8.37   | \$8.37   | \$8.37   | \$8.37   | \$8.37   | \$8.37   |  |
| Operations & Infrastructure                                                          | \$8.88    | \$9.71   | \$11.06  | \$12.63  | \$12.93  | \$13.23  | \$13.61  | \$13.98  | \$14.51  |  |
| <b>Total Base Volumetric Rate</b>                                                    | \$17.25   | \$18.08  | \$19.43  | \$21.00  | \$21.30  | \$21.60  | \$21.98  | \$22.35  | \$22.88  |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
| <b>RESIDENTIAL, Out of Town</b>                                                      |           |          |          |          |          |          |          |          |          |  |
| <b>Residential Out of Town Tier 2 Rate</b>                                           |           |          |          |          |          |          |          |          |          |  |
| <i>Each Additional 1,000 Gallons Used Per Bill In Excess Of First 16,000 Gallons</i> |           |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      | 2/28/2025 | 1/1/2026 | 1/1/2027 | 1/1/2028 | 1/1/2029 | 1/1/2030 | 1/1/2031 | 1/1/2032 | 1/1/2033 |  |
|                                                                                      | 2025      | 2026     | 2027     | 2028     | 2029     | 2030     | 2031     | 2032     | 2033     |  |
| <b>Base Volumetric Rate</b>                                                          | \$27.00   | \$31.64  | \$34.01  | \$36.75  | \$37.28  | \$37.80  | \$38.46  | \$39.12  | \$40.04  |  |
| Supplier Charge                                                                      | 8.37      | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     |  |
| Operations & Infrastructure                                                          | \$18.63   | \$23.27  | \$25.64  | \$28.38  | \$28.91  | \$29.43  | \$30.09  | \$30.75  | \$31.67  |  |
| <b>Total Base Volumetric Rate</b>                                                    | \$27.00   | \$31.64  | \$34.01  | \$36.75  | \$37.28  | \$37.80  | \$38.46  | \$39.12  | \$40.04  |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
| <b>COMMERCIAL, Out of Town</b>                                                       |           |          |          |          |          |          |          |          |          |  |
| <i>Per 1,000 Gallons, all usage</i>                                                  |           |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      | 2/28/2025 | 1/1/2026 | 1/1/2027 | 1/1/2028 | 1/1/2029 | 1/1/2030 | 1/1/2031 | 1/1/2032 | 1/1/2033 |  |
|                                                                                      | 2025      | 2026     | 2027     | 2028     | 2029     | 2030     | 2031     | 2032     | 2033     |  |
| <b>Base Volumetric Rate</b>                                                          | \$18.98   | \$19.89  | \$21.38  | \$23.10  | \$23.43  | \$23.76  | \$24.18  | \$24.59  | \$25.17  |  |
| Supplier Charge                                                                      | 8.37      | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     | 8.37     |  |
| Operations & Infrastructure                                                          | \$10.61   | \$11.52  | \$13.01  | \$14.73  | \$15.06  | \$15.39  | \$15.81  | \$16.22  | \$16.80  |  |
| <b>Total Base Volumetric Rate</b>                                                    | \$18.98   | \$19.89  | \$21.38  | \$23.10  | \$23.43  | \$23.76  | \$24.18  | \$24.59  | \$25.17  |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |
|                                                                                      |           |          |          |          |          |          |          |          |          |  |

| <b>FIXED CHARGE</b> |                  |                 |                 |                 |                 |                 |                 |                 |                 |  |
|---------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--|
|                     |                  |                 |                 |                 |                 |                 |                 |                 |                 |  |
|                     | <b>2/28/2025</b> | <b>1/1/2026</b> | <b>1/1/2027</b> | <b>1/1/2028</b> | <b>1/1/2029</b> | <b>1/1/2030</b> | <b>1/1/2031</b> | <b>1/1/2032</b> | <b>1/1/2033</b> |  |
| <i>Bi-Monthly</i>   | <b>2025</b>      | <b>2026</b>     | <b>2027</b>     | <b>2028</b>     | <b>2029</b>     | <b>2030</b>     | <b>2031</b>     | <b>2032</b>     | <b>2033</b>     |  |
| 5/8"                | \$10.00          | \$15.00         | \$20.00         | \$25.00         | \$30.00         | \$35.00         | \$40.00         | \$45.00         | \$50.00         |  |
| 3/4"                | 10               | 15              | 20              | 25              | 30              | 35              | 40              | 45              | 50              |  |
| 1"                  | 10               | 15              | 20              | 25              | 30              | 35              | 40              | 45              | 50              |  |
| 1 1/2"              | 50               | 75              | 100             | 125             | 150             | 175             | 200             | 225             | 250             |  |
| 2"                  | 80               | 120             | 160             | 200             | 240             | 280             | 320             | 360             | 400             |  |
| 3"                  | 160              | 240             | 320             | 400             | 480             | 560             | 640             | 720             | 800             |  |
| 4"                  | 250              | 375             | 500             | 625             | 750             | 875             | 1,000.00        | 1,125.00        | 1,250.00        |  |
|                     |                  |                 |                 |                 |                 |                 |                 |                 |                 |  |
|                     |                  |                 |                 |                 |                 |                 |                 |                 |                 |  |
|                     | <b>2/28/2025</b> | <b>1/1/2026</b> | <b>1/1/2027</b> | <b>1/1/2028</b> | <b>1/1/2029</b> | <b>1/1/2030</b> | <b>1/1/2031</b> | <b>1/1/2032</b> | <b>1/1/2033</b> |  |
| <i>Monthly</i>      | <b>2025</b>      | <b>2026</b>     | <b>2027</b>     | <b>2028</b>     | <b>2029</b>     | <b>2030</b>     | <b>2031</b>     | <b>2032</b>     | <b>2033</b>     |  |
| 5/8"                | \$6.00           | \$9.00          | \$11.50         | \$14.00         | \$16.50         | \$19.00         | \$21.50         | \$24.00         | \$26.50         |  |
| 3/4"                | 6                | 9               | 11.5            | 14              | 16.5            | 19              | 21.5            | 24              | 26.5            |  |
| 1"                  | 6                | 9               | 11.5            | 14              | 16.5            | 19              | 21.5            | 24              | 26.5            |  |
| 1 1/2"              | 30               | 45              | 57.5            | 70              | 82.5            | 95              | 107.5           | 120             | 132.5           |  |
| 2"                  | 48               | 72              | 92              | 112             | 132             | 152             | 172             | 192             | 212             |  |
| 3"                  | 96               | 144             | 184             | 224             | 264             | 304             | 344             | 384             | 424             |  |
| 4"                  | 150              | 225             | 287.5           | 350             | 412.5           | 475             | 537.5           | 600             | 662.5           |  |
| 6"                  | 300              | 450             | 575             | 700             | 825             | 950             | 1,075.00        | 1,200.00        | 1,325.00        |  |
|                     |                  |                 |                 |                 |                 |                 |                 |                 |                 |  |

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## Sec. 2-546. Whistleblower reporting policy.

- (a) *Purpose.* The village ~~has~~ adopted, by reference, the Illinois Whistleblower Act and the False Claims Act which are comprehensive statutes designed to encourage employees to report violations of law by their employer and to protect such employees from retaliation by their employers for reporting such violations. expose the fraudulent actions of employees, politicians and contractors in connection with government obligations, resources and employment by encouraging the reporting of such fraudulent behavior. The reporting of concerns of ~~illegal or dishonest or fraudulent activity by village employees of violations of law by the village~~ promotes open government, protects the health, safety and welfare and improves the community. However, it is understood that baseless allegations by village employees are subject to discipline, up to and including termination. For purposes of this section, "fraudulent activity a violation" means conduct by an employee, officer, official, and/or contractor of the village that an employee considers to be illegal, a substantial waste of public resources, or an abuse of position, in connection with government obligations, resources, and employment.
- (b) *Policy.* A whistleblower is an employee of the village who reports ~~an fraudulent activity a violation as defined in subsection (a) of this section, that he/she considers to be illegal, waste of public resources, abuse of position, or dishonest or designed to deceive others, resulting in the village suffering a loss and/or the perpetrator achieving a gain.~~ The whistleblower is an employee who acts in good faith and has reasonable grounds for believing the information disclosed provides evidence of ~~an improper transaction or a violation of the law or the policies and ordinances of the village a violation.~~

~~Examples of illegal or dishonest activities are violations of federal, state or local laws, billing for services not performed or for goods not delivered and other fraudulent activity.~~

- (c) *Procedure.* If an employee has knowledge of ~~or a concern of illegal or dishonest fraudulent activity a~~ violations, the employee has a duty and responsibility to ~~may~~ contact one of the following to discuss the ~~situation fraudulent activity violation~~ and the evidence of such conduct:

- His/her immediate supervisor.
- Human resources ~~administrator~~ director.
- Village manager.
- Illinois state police at (271) 785-4377.
- Attorney General at (312) 814-3000.
- Inspector General (from Attorney General's Office) at (888) 814-4646.

Alternatively, a written complaint may be submitted to any of the above. The reporting employee must exercise sound judgment to avoid baseless allegations. Making allegations maliciously, recklessly or with the foreknowledge that the allegations were false is a serious offense and may result in discipline and/or penalties as provided in Illinois law or in the policies of the village.

Once a complaint is made, the human resources ~~administrator~~ director will gather information or conduct an investigation, unless the complaint is regarding the human resources ~~administrator~~ director. The human resources ~~administrator~~ director may enlist the assistance of police department personnel for investigative purposes. In the event that the human resources ~~administrator~~ director is the target of the allegations, then the chief of police or chief's designee may investigate the complaint. Either the chief/chief's designee or the human resources ~~administrator~~ director may request assistance from an accountant, ~~or~~ auditor, or other professionals, if deemed appropriate.

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The complaint and information gathered pursuant to the complaint will be kept confidential except as needed to complete the investigation, resolve the complaint, comply with applicable law or otherwise properly inform and receive feedback from the board of trustees or legal counsel.

The investigation shall begin as soon as practicable after a complaint is lodged and shall conclude as expeditiously as possible. ~~The village manager will make a report to the board of trustees within 14 days of the complaint or at the next available village board meeting.~~ Once the investigation is completed and a violation is found to have occurred, the findings, along with a recommendation made in consultation between legal counsel and the village manager, will be reduced to writing and submitted to the board of trustees.

The findings of a violation may be placed in a personnel file and disseminated to law enforcement or to victims of the violation if it is determined to be appropriate to do so. The findings of a violation may lead to disciplinary action on the part of the village as defined the village's Personnel Code.

This complaint procedure shall not be construed to create any independent right to any specific remedy or to a hearing.

(Ord. No. 11-154, § 1, 9-19-2011)

**Chapter 62 - PERSONNEL**

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Sec. 62-100. - Professional society membership.

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## Chapter 62 PERSONNEL<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 62-1. Title.

The comprehensive directives set out in this chapter shall be known and may be cited and referred to as the Personnel Policy Manual (the "policy manual") of the Village of Westmont (the "village").

(Ord. No. 07-156, 10-15-2007)

#### Sec. 62-2. Definitions and rules of construction.

All words used in this chapter in the singular number shall extend to and include the plural. All words used in the plural shall extend to and include the singular. All words used in any gender shall extend to and include all genders. The following words, terms and phrases when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Board of fire and police commissioners rules.* In the event of any conflict between the provisions of this manual and the provisions contained in the rules and regulations of the board of fire and police commissioners (BFPC), the BFPC rules and regulations shall control with respect to the employee in question. If an issue is not addressed in the rules and regulations, this manual shall control.

*Board or board of trustees* means the governing and policymaking body of the village.

*Employee or at-will employee* means a person who has been appointed to, and currently holds and performs the duties of, an employment position within the Village of Westmont. At-will employees are those employees who have been hired by the village, but are not subject to a contractual provision regarding their employment term or disciplinary process. At-will employees may be terminated at any time, with or without cause, by the Village of Westmont.

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<sup>1</sup>Editor's note(s)—Ord. No. 07-156, adopted Oct. 15, 2007, amended Ch. 62 in its entirety to read as herein set out. Former Ch. 62, §§ 62-1—62-8, 62-31, 62-32, 62-56—62-70, 62-91—62-102, 62-131—62-136, 62-156—62-158, 62-181—62-184, 62-211, 62-212, 62-236—62-240, pertained to similar subject matter, and derived from Code 1972, §§ 19-1—19-7, 19-11—19-25, 19-31—19-40, 19-51—19-56, 19-61—19-63, 19-66—19-70, 19-81—19-83; Ord. No. 93-18, §§ 1, 2, adopted April 5, 1993; Ord. No. 93-41, § 1(a)—(n), adopted August 16, 1993; Ord. No. 94-55, § 19-41, adopted Sept. 6, 1994; Ord. No. 96-30, §§ 1, 2, adopted May 20, 1996; Ord. No. 97-90, § 2, adopted Dec. 20, 1997; Ord. No. 97-91, § 2, adopted Oct. 20, 1997; Ord. No. 97-92, § 2, adopted Oct. 20, 1997; Ord. No. 99-37, § 1, adopted April 19, 1999; Ord. No. 00-65, § 1, adopted July 3, 2000; Ord. No. 03-32, § 3, adopted Feb. 17, 2003; Ord. No. 06-23, §§ 1, 2, adopted Feb. 21, 2006.

Cross reference(s)—Administration, ch. 2; municipal retirement fund credit for qualifying military service, § 2-98.5; fire prevention, fire protection and emergency services, ch. 42; law enforcement, ch. 54; utilities, ch. 82.

State law reference(s)—Municipal employees and employment, 65 ILCS 5/10-1-1 et seq.

- (1) Full-time employee means one whose regularly scheduled hours total 40 hours or more per week. In instances of furlough a full-time employee means one whose regularly scheduled hours total 39 hours or more per week.
- (2) Part-time employee means one whose regularly scheduled hours total less than 40 hours per week. In instances of furlough a part-time employee means one whose regularly scheduled hours total less than 39 hours per week.
- (3) Part-time fire department employee means one whose classification consists of part-time and/or paid-on-call fire department personnel (excluding fire inspectors, training officers, and administrative positions) whose regularly scheduled, required call back, and training hours do not exceed 106 hours per two week pay period or 2,756 hours annually.
- (4) Temporary/seasonal employees hired for a specific period or project, not to exceed 1,000 hours per year. This category of employees is eligible only for legally mandated benefits and the employee assistance program.

*Employee serving during a qualification period* means a new, transferred or promoted employee who is serving an introductory period for a specific job, during which time such employee's performance is subject to close review by his/her supervisor. Qualification periods are further defined within this policy manual.

*Fair Labor Standards Act (FLSA) classification:* An *exempt employee* means an employee who has been appointed to an executive, administrative, or professional employment position as designated by the village and as further defined by the Fair Labor Standards Act. Exempt employees are not eligible for overtime pay.

A *non-exempt employee* means an employee who has been appointed to an employment position which is not an executive, administrative or professional employment position as designated by the village and as further defined by the Fair Labor Standards Act. Non-exempt employees are eligible for overtime pay.

*Furlough hours* means a scheduled work week of 39-hours or less established as a temporary measure for full-time employees' work week. Refer to section 62-104 for more information.

*Human resources director* means the employee subordinate to and ~~hired~~appointed by the village manager, whose responsibility it shall be to administer the personnel policy manual, subject to the administrative direction of the village manager.

*Immediate family.* For the purposes the definition of "immediate family" as contained herein, no distinction shall be made between kindred of the whole and half-blood or between spouse and civil union or domestic partner. Immediate family means a spouse, children and grandchildren and their spouses, parents and spouse's parents, stepparent, spouses' stepparent, persons in loco parentis and their spouses, brothers and sisters and their spouses, spouses' siblings and their spouses' grandparents and their spouses' grandparents.

*Union employee.* In the event of any conflict between the provisions of this manual and the provisions contained in any collective bargaining agreement applicable to union employees, the collective bargaining agreement shall control with respect to the union employees in question. If an issue is not addressed in a collective bargaining agreement, this manual shall control.

*Village manager* means the chief administrative officer of the village, appointed by the president and board of trustees.

*Village officer* means those persons holding the following positions: Village clerk, deputy village clerk, village treasurer, village attorney, head of a village department or division, members of the planning and zoning commission, police pension board, board of fire and police commissioners (hereinafter, referred to as "fire and police commission"), library board and members of any permanent village commission as may be established.

(Ord. No. 07-156, 10-15-2007; Ord. No. 09-84, § 1, 6-1-2009; Ord. No. 10-98, § 1, 6-7-2010; Ord. No. 12-94, § 1, 5-21-2012; Ord. No. 14-163, § 1, 9-18-2014; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023)



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**Sec. 62-3. Basis of employment.**

Employment with the village shall be based on merit and fitness, free of personal and political considerations. Appointments, promotions and other actions requiring the application of the merit principle shall be based upon objective evaluation.

(Ord. No. 07-156, 10-15-2007)

**Sec. 62-4. Tenure.**

Tenure of employees covered by this policy manual shall be subject to good behavior, the satisfactory performance of work, necessity for the performance of work and the availability of funds. Fair administration of the policy manual shall be the intent at all times; and every consideration of the rights and interests of employees, consistent with the best interests of the public and the village, shall be given.

(Ord. No. 07-156, 10-15-2007)

**Sec. 62-5. Position classification plan.**

The village manager or designee shall prepare and maintain a complete and accurate inventory of all positions in the municipal service and accurate descriptions and specifications for each class of employment. Specifications are deemed to be illustrative and explanatory of the kind of work performed and not necessarily inclusive of all duties performed or required.

(Ord. No. 07-156, 10-15-2007)

**Sec. 62-6. Compensation plan.**

The compensation plan shall be administered by the village manager and shall include the schedules of standard salary ranges consisting of minimum and maximum rates of pay and may include intermediate steps for all classes of positions included in the classification plan. The objectives of the compensation plan are to:

- (1) Provide equal pay for positions of relatively equal complexity and responsibility.
- (2) Provide pay ranges which are reasonably comparable to those paid by other governmental jurisdictions and private industries in the immediate area.
- (3) Provide an orderly and consistent means of rewarding employees for good performance.
- (4) Simplify and facilitate payroll administration, budgeting and other phases of fiscal and personnel administration.

(Ord. No. 07-156, 10-15-2007)

**Secs. 62-7—62-30. Reserved.*****ARTICLE II. PURPOSE AND SCOPE***

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### **Sec. 62-31. Purpose.**

The purpose of this policy manual shall be to outline rules and regulations and to define the respective rights, duties and obligations concerning wages, hours, benefits, work rules and other conditions of employment for the village and its employees. In the formulation of this policy, the village board of trustees recognizes that the village is a creature of the State of Illinois (the "state") and that employee rules and regulations must conform to the statutes of the state and to the ordinances of the village. Within this framework, the village board of trustees must be in final control. Subject to these conditions, the board of trustees can establish governing principles upon which a progressive program of employee relationships may be based. To achieve these ends, this policy manual sets forth regulations and standards to:

- (1) Establish a system of personnel administration based upon merit and equitable administration.
- (2) Establish and maintain a uniform and equitable plan of position classification and compensation based on duties and responsibilities of positions in the village service.
- (3) Develop a personnel program that will make a career in municipal government attractive to persons who possess the ability, integrity and dedication to public service.
- (4) Provide a plan for continuing growth and education of the municipal employee that will provide the competence and initiative required for effective performance, equitable compensation and public respect.
- (5) Outline rules of conduct and procedure to be followed by employees that will result in effective performance and morale.
- (6) Authorize the village manager or designee to develop interpretative rules, regulations and manuals based upon the policy manual. Such rules, regulations and manuals shall be developed for the sole purpose of providing more detailed and clearer guidance and explanation of the policies set forth in this chapter. If the village manager shall determine that the interpretative rules, regulations and manuals cannot reasonably be developed to explain village policies, the village manager shall recommend to the village board an amendment to this chapter. All interpretative rules, regulations and manuals developed by the village manager or his designee shall be approved by the village board.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

### **Sec. 62-32. Scope.**

This policy manual shall apply to all officers and employees of the village, except the president, members of the board of trustees and members of boards and commissions appointed by the president and board of trustees, and the village clerk. In the event that any of the provisions of this policy manual conflict with the laws of the State of Illinois or the United States Government, the latter shall take precedence. In the event that this policy manual shall conflict with any contractual provision(s) contained within village collective bargaining agreements, any outside rules, regulations, policies and procedures pertaining to those employees subject to village collective bargaining agreements, fire department rules and regulations, general orders and special orders adopted by the village board, or any other contractual provisions with employees, the latter shall control unless otherwise specified herein.

(Ord. No. 07-156, 10-15-2007)

### **Secs. 62-33—62-55. Reserved.**

## ARTICLE III. EMPLOYMENT

### Sec. 62-56. Recruitment.

Upon separation of an employee from the village, the appropriate department head shall notify the village manager that a vacancy exists. Upon determination by the village manager that the vacancy is to be filled, the human resource director, upon notification, shall commence recruitment, as outlined within this section except for police officers who are governed by the fire and police commission.

Before externally advertising a vacancy, the human resources director and the village manager, in consultation with the appropriate department head and/or division head, shall determine whether or not potential qualified internal candidates for a vacancy exist. If there are qualified candidates, section 62-56 of this policy manual should be followed as best possible to fill the vacancy. In cases where the village manager and human resources director determine that it is in the best interest of the village to utilize a staffing agency, such an agency may be utilized. With the assistance of legal counsel, the village manager and human resources director are authorized to execute agreements and related documents with such staffing agencies to fill such vacancies with temporary contract personnel or temporary contract-to-hire personnel.

- (1) *Advertising.* The human resources director may advertise for qualified applicants by posting notices ~~internally or externally or both in all village departments and by submitting advertisements to publications distributed in the appropriate labor market.~~ Promotional opportunities that are posted externally will also be shared with current employees within 14 calendar days. ~~These~~ advertisements or notices ~~may~~ will be kept on file for a minimum of five (5) years and will include:
  - a. Position title;
  - b. Position qualifications;
  - c. Position salary range
  - d. General description of available benefits; and
  - ~~e.~~ Last date on which applications will be accepted.
- (2) *Qualifications.* Qualifications for positions shall be based on job descriptions prepared and maintained by the human resources director. If the position is a newly created one, the human resources director shall prepare a job description after consultation with the appropriate department head and the village manager.
- (3) *Interviews.* The human resources director may conduct interviews using an appropriate interview team ("interview team"). The interview team may vary based upon the position at issue, and may be comprised of the human resources director, the appropriate department head, and any other person(s) from the department at issue as may be appropriate. The interview team shall conduct personal interviews with those applicants whose backgrounds best fit the position qualifications. The human resources director along with any other employees or outside services as determined necessary, shall verify applicant information in a manner in accordance with all applicable federal, state and municipal laws, administrative orders and progressive personnel practice.
- (4) *Selection.* Selection of new employees shall be on the basis of competitive or competency examinations, where required by state statute, village ordinance or administrative order. In the absence of such a requirement, new employees shall be selected on the basis of pertinent experience,

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skill, training and education. The human resources director and the interview team shall select the applicant best suited to the position and most able to serve the needs of the village. The position shall be offered to the selected applicant after approval by the village manager.

- (5) *Orientation.* A new employee shall receive an orientation by appropriate staff and their respective department at the time of hire or shortly thereafter. Orientations generally include an overview of village organization, rules and regulations, benefits and general procedures. Each department is responsible for orienting new employees to departmental guidelines and procedures specific or unique to their department. If any employee feels the need for additional information during the orientation process or thereafter, he/she is encouraged to seek such information from their department head.

(Ord. No. 07-156, 10-15-2007; Ord. No. 11-81, § 1, 5-16-2011; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-57. Appointments.**

Appointments to all positions within the village service shall be made on the basis of merit, which shall be determined by evaluation of the applicant's:

- (1) Skill, training, education, experience and physical fitness (where relevant);
- (2) Oral interview;
- (3) Whenever practical, an examination or demonstration test; and
- (4) Any other reasonable standard not prohibited by law.

(Ord. No. 07-156, 10-15-2007)

#### **Sec. 62-58. Age.**

The minimum age for employment as a village employee shall be 18 years of age. The minimum age for employment as a village temporary employee shall be 16 years of age.

(Ord. No. 07-156, 10-15-2007)

#### **Sec. 62-59. Residency.**

Except as provided otherwise within this policy manual, applicants for positions within the village need not reside within DuPage County or in a county contiguous to DuPage County at the time of application. However, as a condition of employment with the village, all employees must reside in DuPage County or in a county contiguous to DuPage County as of satisfactory completion of the qualification period. If an employee violates the residency requirements as set forth in this section, this action will be considered an automatic resignation from village employment.

The village manager may approve an extension of time to fulfill the residency requirement beyond the date of satisfactory completion of the qualification period. The village board may waive the residency requirement for any employee upon written request by such employee, the recommendation of the village manager, and a showing of good cause to waive the residency requirement.

(Ord. No. 07-156, 10-15-2007)

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## Sec. 62-60. Qualification period.

All appointments to village service shall be subject to a qualification period, which shall be for a minimum of 12 months, unless a department head requests an extension of the qualification period. The period of extension, if any, is not to exceed two such extensions, and must be approved by the village manager after consultation with the human resources director. During the qualification period, an employee's performance may be subject to review every 30 days as to competency in executing and completing assignments, general work attitude, and any other reasonable factors which the village determines to be necessary; except for probationary police officers and telecommunicators whose performance will be subject to review daily. At the completion of the qualification period, the appropriate department head and village manager will make a determination regarding the acceptance of the employee for a position with the village.

During an employee's qualification period, the employee may be dismissed, with or without cause, at the discretion of the appropriate department head, with the concurrence of the village manager.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

## Sec. 62-61. ~~Performance management Reserved.~~

The Village encourages frequent communication between employees and their supervisors to support growth and development and maintain alignment with the Village's core values. While the performance management process will necessarily evolve to the changing needs of the Village and its staff, supervisors are required to have at least one formally documented performance conversation with each employee under their direct supervision annually.

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## Sec. 62-62. Qualification period for police officers.

Notwithstanding any other provision in this policy manual, all police officers accepting original appointment and appointed to the village police department shall be serving a qualification period of 18 months duration. No officer serving a qualification period shall have his or her qualification period extended. During any officer's qualification period, the board may dismiss an officer with or without cause upon recommendation of the chief of police. At the satisfactory completion of an officer's qualification period, he or she shall be considered an at-will employed police officer of the village.

(Ord. No. 07-156, 10-15-2007)

## Sec. 62-63. New employee registration and record maintenance.

Information required for payroll, pension, insurance or other personnel purposes shall be supplied in a manner designated by the village manager or designee.

Employees have the responsibility to notify the human resources director in writing of the following changes: Name, address, phone number, marital status, family status, beneficiaries, and emergency contact, and when applicable, may need to provide supporting documentation.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

Editor's note(s)—Ord. No. 18-006a, § 2, adopted Jan. 4, 2018, amended § 62-63 and in so doing changed the title of said section from "New employee registration" to "New employee registration and record maintenance," as set out herein.



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#### Sec. 62-64. Physical examination.

New employees shall undergo a post-employment offer physical examination, at village expense, by a physician designated by the village. Employees may be required to submit evidence of a physical check-up, chest x-ray, tuberculin test or any other tests, as permitted by law and as determined reasonable by the village. The expense for these examinations, if required by the village or otherwise mandated, shall be paid for by the village.

(Ord. No. 07-156, 10-15-2007)

#### Sec. 62-65. Promotion policies.

All vacancies occurring in the village service shall, whenever possible, be filled by promotion of a qualified employee within the village service. However, the village manager may authorize recruitment of applicants from outside the village service whenever he has reason to believe that better qualified applicants are available outside of the village. Promotion within the village shall be based on the qualifications of the person being appointed. Usually, the first consideration in the filling of vacancies will be given to the most qualified applicant in the department in which the vacancy exists. Next, consideration will be given to the most qualified applicant from outside the department. The criteria used in the selection of the most qualified applicant shall be based upon experience, performance, evaluation and, where feasible, examination.

If no acceptable applicant is found among the village employees, the vacancy will be filled from outside the village service. Transfer between departments within the same position classification will be considered when a vacancy occurs, but first preference will be given to promotion within the department.

Police department supervisory promotions are administered by the fire and police commission.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### Sec. 62-66. Outside employment.

No employee shall accept outside employment, whether full-time, part-time, temporary ~~or~~ permanent or independent contractor, without prior written approval from the village manager.

Each employee who wishes to engage in outside employment shall notify the village manager in writing through his or her department head. Such notification shall carry the following information:

- (1) The name of the employee;
- (2) The name of the prospective employer or principal;
- (3) The nature of the outside work; and
- (4) The schedule of the outside work.

~~Each and every~~ change in outside employment or outside work as an independent contractor shall require separate approval. Approval shall not be granted when such outside employment or outside work as an independent contractor conflicts or interferes, or is likely to conflict or interfere, with the employee's position, duties and responsibilities within the village. No employee shall engage in or accept ~~outside private~~ employment or render any service for private interest, including as an independent contractor, when such employment or service is incompatible or creates a conflict of interest with his or her official duties within the village. Employees of the village may not engage in outside business activities while on duty for the village. However employees may accept brief, infrequent phone calls for outside business activities on their personal devices, much like the village's tolerance for other personal calls during working hours; however, the village reserves the right to monitor these activities and to alter or discontinue the privilege if it becomes an issue or is otherwise disruptive to conducting

village business. Employees may not engage in outside business activities while on normal duty, nor on village property at any time whatsoever.

In a situation where the village manager has approved outside employment or outside work as an independent contractor, the village manager may thereafter prohibit the outside employment or work at any time if, in his judgment, such employment or work might or has become detrimental to the best interests of the village. In such cases, the employee will be given an appropriate notice and then must decide if he wants to continue his service with the village, or with the outside employer or principal.

Upon review and approval of the village manager individual departments may impose more restrictive guidelines for outside employment or outside work as an independent contractor as deemed appropriate and necessary.

(Ord. No. 07-156, 10-15-2007)

#### **Sec. 62-67. Employment of relatives.**

It shall be the policy of the village not to employ immediate family members of any person on the village board or any village board appointed boards and commissions, in any full-time position. With respect to other village employees, no such immediate family member shall be employed by the village in any capacity unless such person is otherwise qualified and meets all requirements for such employment. Unless specifically agreed to by the village manager, it shall also be the policy of the village to not allow two or more relatives to work in the same department/division in circumstances where one relative occupies a position that supervises the other relative or has influence involving the relative's employment, promotion, supervision, salary advancement, or other personnel decisions; the only exception being temporary seasonal employment. The same prohibitions apply to employees who marry, cohabitate, or become related by marriage. If immediate family members of such village employees are employed as permitted by this section, they shall, in all cases, be treated the same as any other employee in a comparable position for purposes of wages, benefits paid, and work evaluations.

Supervisors should not engage in close, personal relationships with subordinate employees, including sexual or romantic relationships, as that could create multiple issues, such as favoritism or special treatment or the appearance of the same. If this type of relationship exists, the involved employees must report the relationship to their department head or human resources; so a determination can be made on the proper way to address the situation, which could include reassignment. Failure to do so may result in disciplinary action, up to and including termination of employment.

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The provisions of this section shall not be retroactive, and no action is to be taken concerning those members of the same family employed at the time of adoption of this section. This section shall not be construed nor applied to discriminate on the basis of marital status.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-68. Political activity.**

Employees shall not be appointed or retained within the village on the basis of their political activity. Employees shall not be coerced to take part in political campaigns, to solicit votes, to levy, contribute or solicit funds or support for the purpose of supporting or opposing the appointment or election of candidates for any municipal office. Employees are encouraged to exercise their individual right to vote.

(Ord. No. 07-156, 10-15-2007)

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### Sec. 62-69. Seeking public office.

No village employee shall seek election to public office of the village without first having obtained an unpaid leave of absence from his position in the village service. Such leave of absence shall continue until after the election takes place. Upon taking the oath of village office, the leave shall automatically cease and the employee shall be deemed to have forfeited his or her position as a village employee.

(Ord. No. 07-156, 10-15-2007)

### Sec. 62-70. Solicitation and distribution.

To eliminate interference with the work and promote the productivity of village employees, it is necessary to maintain orderly conditions on village property and work areas. Rules regarding solicitation and/or distribution of materials by employees are as follows:

- (1) Employees are prohibited from soliciting and/or distributing non-work related materials or literature during the working time of any employee involved in the solicitation, distribution and/or receipt of said materials.
- (2) Employees are prohibited from distributing non-work related materials or literature at any time in the nonpublic work areas of the village.
- (3) Non-employees are prohibited from soliciting and/or distributing materials or literature during the working time of any employee involved in the solicitation, distribution and/or receipt of such materials, at any time in the nonpublic work areas of the village.
- (4) Employees and non-employees are prohibited from posting non-work related materials or literature on village property, including, but not limited to, bulletin boards.

(Ord. No. 07-156, 10-15-2007)

### Sec. 62-71. Standards of dress-grooming-personal hygiene.

- (a) *Introduction.* Each employee's dress, grooming, and personal hygiene shall be appropriate to the work situation. Employees are expected at all times to present a professional, businesslike appearance to customers and the public. A professional image means wearing clothing that is clean, neat and with no holes or fraying. Without compromising the professional image the village seeks to portray, the village also wishes to allow employees to dress comfortably. Employees are expected to be well groomed and dressed as described below. Standards of dress may be adopted on a departmental basis.
- (b) *Appearance standards.*
  - (1) *Uniformed employees.* Employees required to wear a standardized uniform shall follow the ~~particular~~ standards established in their respective departments related to acceptable and required uniform attire including any required safety related equipment and clothing. When permitted by department policy, if a typically uniformed employee is allowed to wear non-uniform attire when performing job tasks, the employee shall follow the standards established for non-uniformed employees.
  - (2) *Non-uniformed employees.* Employees ~~that are~~ not required to wear a uniform ~~must are required~~ ~~to dress in a manner appropriate for their work responsibilities. While the village generally allows casual dress, employees are expected to make business appropriate choices about proper attire for meetings, public interaction and other more formal activities. follow a business or business-casual standard (except on Casual Friday). The village defines business casual as the following:~~

~~Slacks (dress, khakis, corduroy); skirts, dresses, skorts, shirts (collared, turtlenecks, polo), blouses, sweaters, blazers, sport coats; shoes (loafers, leather boat/deck shoes, dress shoes, dress boots, dress sandals, and open-toed shoes);~~

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(3) *Unacceptable clothing/accessories.* The following is a list of clothing/accessory items that are not allowed and shall not be worn. While this list provides a broad range, it is not all inclusive, and, at any time, a department head may deem attire unacceptable that is not listed below:

a. Sweat suits, sweat pants, sweat shirts, wind suits (except as provided by the village);

b. Low visibility apparel and accessories, such as camouflage clothing and hats;

~~b. Leggings, jumpsuits or form-fitting stretch pants;~~

c. Shorts or short skirts (more than three inches above knees);

d. Tank tops, t-shirts, halter tops, spaghetti straps, low cut tops or tops with a low neckline;

e. Any type of shirt with an objectionable logo or slogan;

f. Beachwear or bib overalls;

g. Athletic shoes, flip flops, hiking sandals;

h. Torn or frayed clothing;

i. Visible undergarments;

~~j. Jeans of any color (except on designated casual days)\*\*;~~

~~k. Men's work boots or shoes with lugged soles\*\*;~~

l. Reasonably Objectionable or offensive tattoos, including tattoos that are lewd, obscene or discriminatory;

~~m. Body piercing (except limited ear piercing);~~

~~n. Hats~~ (except as provided by the village or approved by department head).

l. Items with prominent logos, slogans or images (other than village-issued clothing)

~~\*\* Exceptions: It is understandable that employees doing field, maintenance, or custodial work may be wearing jeans/work pants and work boots through the week.~~

The village permits employees to wear jewelry, display tattoos, or limited ~~ear~~ piercings at the workplace within the following guidelines. Factors that management will consider in determining whether jewelry, tattoos, or ~~ear~~ piercings may pose a conflict with the employee's job or work environment include:

1. Personal safety of self or others, or damage to village property.
2. Productivity or performance expectations.
3. Offensiveness to co-workers, customers, vendors, or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
4. Corporate or societal norms.
5. Customer complaints.

If management determines an employee's jewelry, tattoos, or ~~ear~~ piercings may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of

excess or offensive jewelry or piercings, covering of tattoos, or other reasonable means to resolve the conflict.

~~(c) *Casual dress day.* Casual dress day will be on Fridays. Although the dress code is relaxed, clothing will not detract from the professional image of the department. Jeans, if worn, will be clean and of good quality and repair (no holes or fraying). Apparel such as sweat/wind suits, t-shirts, shorts, exercise pants and jogging suits are not allowed for casual days.~~

~~(cd)~~ *Enforcement.* Department heads are responsible for monitoring the appearance of their respective employees. The determination as to what is acceptable appearance shall be made by the department head. If a department head determines that an employee is not in compliance with the village's standards for appropriate workplace appearance, the employee may be sent home (without pay unless an employee is permitted to use accrued benefit time) to charge. Progressive disciplinary action may be taken for repeated violations of this policy.

(Ord. No. 07-156, 10-15-2007; Ord. No. 10-86, § 1, 5-17-2010; Ord. No. 18-006a, § 2, 1-4-2018)

Editor's note(s)—Ord. No. 10-86, § 1, adopted May 17, 2010, amended § 62-71 title to read as herein set out. Former § 62-71 title pertained to standards of dress.

#### **Sec. 62-72. Equal opportunity in employment.**

The village is firmly committed to equality of opportunity in employment. It is the responsibility of the village to ensure that employment, training, compensation, promotion and other conditions of employment are provided without regard to actual or perceived race (including traits associated with race such as hair texture and protective hairstyles like braids, locks and twists), color, religion, sex (including pregnancy and related medical conditions), sexual orientation, national origin, ancestry, age, genetic information, marital or parental status, military status, unfavorable discharge from military service (except dishonorable discharge), gender identity, order of protection status, sexual harassment, arrest or conviction record, retaliation, association with disabled persons, work authorization status, mental or physical disability unrelated to the employee's ability to perform the job, except where it is determined to be a bona fide occupational qualification in accordance with federal, state, and local laws, ~~actual or perceived reproductive health decisions, actual or perceived family responsibilities~~ and all other legally protected categories. It is also the responsibility of the village to ensure that it does not deny equality of opportunity to any qualified individual who is able, with or without reasonable accommodation, to perform the essential functions of the employment position which he or she holds or for which he or she applies.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023)

#### **Sec. 62-73. Sexual harassment.**

The village shall provide employees an employment and non-employees, such as contractors and consultants, free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. The village will not tolerate sexual harassment of or by any of its employees or non-employees and will take immediate steps to investigate and stop it when it occurs. ~~The village has created a policy entitled "sexual harassment" ("sexual harassment policy") which explains the rules and procedures pertaining to sexual harassment in the workplace.~~ All village employees and elected officials are required to read, abide by, and acknowledge receipt of the sexual harassment policy upon employment and as may be required thereafter.

Additionally, all village employees must attend an annual training session on this sexual harassment and this policy, as provided or approved by the village.



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(1) *Definition of sexual harassment.* Village employees shall not make sexual advances, requests for sexual favors, and other verbal, written, or physical conduct of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting that individual (tangible employment action); or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- d. For purposes of this definition, the phrase "working environment" is not limited to a physical location an employee is assigned to perform his or her duties and does not require an employment relationship.

The terms intimidating, hostile or offensive include, but are not limited to, conduct which has the effect of humiliation, embarrassment or discomfort. Sexual harassment may include, but is not limited to:

- a. Physical assaults of a sexual nature, including, but not limited to, rape, sexual battery, molestation, intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, etc.;
- b. Unwanted sexual advances, propositions, or other sexual comments including, but not limited to sexually oriented gestures, noises, remarks, jokes or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct;
- c. Sexual or discriminatory displays or publications anywhere in village workplace by village employees including, but not limited to, pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning or pornographic;
- d. Electronic harassment such as sexting, the use of sexually explicit language, cyber stalking and threats via all forms of electronic communication, i.e. e-mail, text picture, video messages, intranet, online postings, blogs, instant messages, and social network websites like Facebook and Twitter.

Sexual harassment may involve individuals of the same or different gender. Sexual harassment often is associated with those situations in which a power differential exists between the persons involved, but it also can occur between individuals of the same employment status. Sexual harassment includes conduct based on gender regardless of whether the offensive conduct is sexual in nature.

(2) *Reporting of sexual harassment.* Employees are encouraged to report any incidents of sexual harassment to their immediate supervisor and to the human resources director. In addition to their immediate supervisor and/or human resources, employees may also choose to report incidents of sexual harassment to any number of persons, including their department head, any member of the department's management team or the village manager. Non-employees, such as contractors and consultants are also encouraged to report any incidents of sexual harassment.

In addition, employees may file a report of harassment in accordance with the standard grievance procedure as specified in this policy manual. ~~Personnel subject to the jurisdiction of the fire and police commission may file complaints of harassment in accordance with the board's established rules and regulations.~~

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Anyone receiving a report of harassment must promptly notify the human resources director, unless it would be inappropriate to do so, given the fact that the human resources director or someone closely connected to the human resources director is involved in the alleged harassment.

- (3) *Employee responsibility.* All persons at the village can help assure that our workplace is free from prohibited sexual harassment. Every employee is expected to avoid any behavior or conduct that could reasonably be interpreted as sexual harassment. No employees, not even the highest-ranking village employees, are exempt from the requirements of the sexual harassment policy.
- (4) *Investigation and corrective action.* If you believe you have been subjected to sexual harassment, you have the right to file a complaint. Once notified of a complaint, the human resources director (or someone else, where appropriate) will investigate the report promptly, thoroughly, and, to the extent possible, confidentially. The fact that the complainant may not wish to cooperate does not relieve the village of the responsibility to investigate harassment reports. If investigation confirms that a violation of the sexual harassment policy has occurred, the village will take corrective action, including discipline, up to and including termination of employment, as is appropriate. All other applicable rights guaranteed by law will be followed during any investigation or disciplinary action. The village may discipline an employee for any inappropriate conduct discovered in investigating reports made under the sexual harassment policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy.
  - a. Any person who violates section 5-65 of Public Act 100-0554 is subject to a fine of up to \$5,000.00 per offense, and is subject of discipline or discharge by the appropriate ultimate jurisdictional authority (as described above). Each violation of section 5-65 is a separate offense. Any penalty imposed by an ethics commission of the state shall be separate and distinct from any fines or penalties imposed by a court of law or state or federal agency.
- (5) *False complaints.* Employees who in bad-faith make a false complaint of harassment will be subject to disciplinary action, up to and including termination of employment.

Any person who intentionally makes a false report alleging a violation of any provision of Public Act 100-0554 to an ethics commission, an inspector general, the state police, a state's attorney, the attorney general, or any other law enforcement official is guilty of a class A misdemeanor.

An ethics commission may levy an administrative fine of up to \$5,000.00 against any person who intentionally makes a false, frivolous or bad faith allegation.
- (6) *Confidentiality.* Complaints of harassment, investigation of complaints of harassment, and any corrective actions taken in response to harassment will be kept confidential to the extent possible.
- (7) *No retaliation.* The village prohibits reprisal or retaliation against an employee for filing a good-faith complaint of harassment or for supporting or assisting in good-faith another employee in pursuing a complaint. For the purposes of this policy, retaliatory action means a reprimand, discharge, suspension, demotion denial of promotion or transfer, or change in the terms or conditions of employment taken in retaliation for an employee's involvement in protected activity pursuant to this policy. Employees are afforded protections pursuant to the Whistleblower Act (740 ILCS 174/15(a)-(b)) and the Illinois Human Rights Act (775 ILCS 5/6-101). Employees must report incidents of retaliation on the same basis as they are to report incidents of harassment.
- (8) *State and federal remedies.* The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every report and incident so that problems can be identified and remedied by the village. Consistent with the sexual harassment policy, the village maintains posters on bulletin boards that refer to legal definitions of harassment. These posters identify governmental agencies to contact on how and when to file administrative claims. In addition to using the village complaint process an employee has the right to contact the Illinois Department of Human Rights (IDHR)

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or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within ~~2 years~~ ~~180 days~~ of the last date of the alleged harassment. The time period for an EEOC filing is 300 days from the last date of the alleged harassment.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006, § 2, 1-4-2018; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 19-164, § 2, 11-21-2019; Ord. No. 23-010, § 2, 1-26-2023)

#### **Sec. 62-74. Discrimination and harassment.**

- (a) *Policy.* The village shall provide employees an employment environment free from unlawful discrimination and/or harassment based on actual or perceived race, color, religion, national origin, age, gender, sexual orientation, marital status, physical or mental disability, ~~actual or perceived reproductive health decisions,~~ ~~actual or perceived family responsibilities (i.e. – providing personal care to a family member)~~ or any other legally protected categories. The village will not tolerate discrimination and/or harassment of any kind of or by any of its employees. The village will implement steps to stop the discrimination when it occurs.

Village employees shall not engage in any conduct constituting discrimination and/or harassment of any kind on the basis of race, color, religion, national origin, age, gender, sexual orientation, marital status, or physical or mental disability, ~~reproductive health decisions,~~ ~~family responsibilities~~ or any other legally protected categories. Discrimination is any hostile or offensive act or expression against a person on the grounds of his or her race, color, religion, national origin, age, gender, sexual orientation, marital status, ~~or~~ disability, ~~reproductive health decisions,~~ ~~family responsibilities~~ or any other legally protected categories. Harassment is conduct, verbal or physical, towards another person or identifiable groups of persons that has the purpose or effect of:

- (1) Creating an intimidating or hostile work environment;
- (2) Unreasonably interfering with a person's work environment;
- (3) Unreasonably affecting a person's work opportunities; or
- (4) Causing an individual to feel intimidated, demeaned or abused.

Harassment can take many forms. It may include display or circulation of written materials degrading to a person's gender, race, ethnicity or religion. It may include verbal abuse or insults directed at or made in the presence of members of a racial, ethnic, religious or minority group.

- (b) *Violation of policy.* A violation of this policy may result in disciplinary action, up to and including termination of employment with the village.
- (c) *False complaints.* Any person making a knowingly false accusation regarding discrimination and/or harassment pursuant to this section will likewise be subject to disciplinary action, up to and including termination of employment with the village.
- (d) *Reporting of discrimination/harassment.* Employees are encouraged to report any incidents of discrimination and/or harassment to their immediate supervisor and to the human resources director. In addition to their immediate supervisor and/or human resources, employees may also choose to report incidents of discrimination and/or harassment to any number of persons, including their department head, any member of the department's management team or the village manager.

In addition, employees may file a report of discrimination and/or harassment in accordance with the standard grievance procedure as specified in this policy manual.

Anyone receiving a report of discrimination and/or harassment must promptly notify the human resources director, unless it would be inappropriate to do so, given the fact that the human resources director or someone closely connected to the human resources director is involved in the alleged discrimination and/or harassment.

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- (e) *Confidentiality.* Complaints of discrimination and/or harassment, investigation of complaints of discrimination and/or harassment, and any corrective actions taken in response to discrimination and/or harassment will be kept confidential to the extent possible.
- (f) *No retaliation.* The village prohibits reprisal or retaliation against an employee for filing a good-faith complaint of discrimination and/or harassment or for supporting or assisting in good-faith another employee in pursuing a complaint, which includes participating in an investigation. For the purposes of this policy, retaliatory action means a reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment taken in retaliation for an employee's involvement in protected activity pursuant to this policy. Employees are afforded protections pursuant to the Whistleblower Act (740 ILCS 174/15(a)-(b)) and the Illinois Human Rights Act (775 ILCS 5/6-101). Employees must report incidents of retaliation on the same basis as they are to report incidents of discrimination and/or harassment.
- (g) *Investigation and corrective action.* Once notified of a report of discrimination and/or harassment, the human resources director (or someone else, where appropriate) will investigate the report promptly, thoroughly, and, to the extent possible, confidentially. The fact that the complainant may not wish to cooperate does not relieve the village of the responsibility to investigate the reports. If investigation confirms that a violation of this policy has occurred, the village will take corrective action, including discipline, up to and including termination of employment, as is appropriate. ~~Procedures and rights under the established rules and regulations of the board of police and fire commissioners will be followed during any investigation or disciplinary action where applicable.~~ All other applicable rights guaranteed by law or collective bargaining agreement will be followed during any investigation or disciplinary action.
- (h) *State and federal remedies.* The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every report and incident so that problems can be identified and remedied by the village. In addition to using the village complaint process, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 2 years ~~180 days~~ of the last date of the alleged discrimination and/or harassment. The time period for filing an EEOC complaint is 300 days from the last date of the alleged discrimination and/or harassment. Further, concerns may also be discussed with the Illinois Sexual Harassment and Discrimination Helpline at 877-236-7703.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 19-164, § 3, 11-21-2019; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023)

## **Sec. 62-75. Drug-free workplace.**

- (a) *Purpose.* The village is committed to maintaining a drug-free workplace in compliance with all applicable laws and regulations. In order to protect the public, ensure a safe work environment and provide a healthy, productive workforce, the village requires compliance with the procedures and guidelines outlined in this policy.

- (b) *Definitions.*

*Controlled substance* means any substance that is not legally obtainable, any substance that is being used in a different manner than prescribed, any substance that is legally obtainable but has not been legally obtained and/or any substance that is defined as such by any local, state or federal law, rule or regulation.

*On call* means when an employee is scheduled with at least 24 hours' notice to be on standby or otherwise responsible for performing work-related tasks either on the employer's premises or at another previously designated location.

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*Reasonable suspicion* means specific and articulable facts coupled with rational inferences from those facts related to a specific individual.

*Standby* means ready for immediate deployment to duty.

*Workplace* means the employer's premises, including any building, real property and parking area under the control of the employer, or any area used by an employee while in performance of their job duties, including vehicles.

- (c) *Employee assistance program (EAP)*. The village utilizes an ongoing drug education program which cautions employees about the dangers of controlled substances, cannabis and alcohol abuse generally and in the workplace. For employees who voluntarily seek help for drug and/or alcohol problems before becoming subject to discipline under this policy, the village will assist and support them in utilizing the employee assistance program (EAP). The EAP personnel are qualified professionals who will make confidential assessments and referrals for services and treatment for controlled substance, cannabis and alcohol abuse as well as other personal problems.
- (d) *Policy*.
- (1) The village prohibits the unlawful use, consumption, manufacturing, dispensing, distribution or possession of controlled substances, cannabis or alcohol in the workplace, while on call or when performing work for the village.
  - (2) Any employee found using, possessing, manufacturing, distributing or dispensing or being under the influence of a controlled substance, cannabis or alcoholic beverage in the workplace, while on call or when performing work for the village shall be subject to disciplinary action, up to and including termination of employment. Such disciplinary action may include the completion of an appropriate rehabilitation program as a condition of reinstatement or continued employment with the village.
  - (3) Employees are not allowed to perform their duties while taking any medication, including prescribed or over-the-counter, that may impair their ability to safely and effectively perform the functions of their job. Employees are required to notify their supervisor, department head or human resources of any medication they are taking which may have an adverse effect on their safety and/or the safety of others, so appropriate measures can be taken to ensure the safety of all impacted parties.
  - (4) Although the Cannabis Regulation and Tax Act (CRTA) legalized cannabis for recreational adult use in Illinois effective Jan. 1, 2020 there are certain groups of employees that are prohibited from having cannabis in their system due to the requirements of the law and/or their jobs. Those groups are as follows:
    - a. Employees under the age of 21, unless they have a valid medical cannabis card and are not a Public Safety employee or required to hold a commercial driver's license (CDL) as part of their job.
    - b. Employees that are required to possess a commercial driver's license (CDL) to perform their job. CDL's are regulated by the Department of Transportation, which means they follow federal, not state, laws; and cannabis remains illegal under federal law.
    - c. Employees who work in a Public Safety position (law enforcement officers, firefighters, paramedics). Public Safety employees are prohibited from consuming, possessing, selling, purchasing or delivering cannabis or cannabis-infused products on and off duty.
- (e) *Testing*.
- (1) *Post-offer*. The village may require employees to submit to appropriate alcohol and/or drug testing, including, but not limited to, breath, saliva, urinalysis and/or blood testing, as part of the hiring and/or promotion process.



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- (2) *Reasonable suspicion.* The village may also require testing whenever there is reasonable suspicion that the employee is under the influence of a controlled substance, cannabis or alcohol in the workplace, while on call or when performing work for the village.

Reasonable suspicion testing will be based on observations of a supervisor or other member of village management, who has received the appropriate training, in accordance with a good faith belief that an employee is impaired based on specific, articulable symptoms that lessen their ability to safely and appropriately perform their job duties. These symptoms may include, but are not limited to the following: speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating machinery or equipment, disregard for safety of self or others, involvement in an accident resulting in severe damage to equipment or property, carelessness that results in injury to the employee or others.

The supervisor and/or member of village management must observe the employee's behavior and document their observations using the reasonable suspicion checklist. After completing the checklist, if the supervisor and/or member of village management has a good faith belief that reasonable suspicion exists, they must contact the employee's manager, department head or another authorized witness, such as a sworn member of the police department, a department head or human resources. The witness must independently observe and document their observations using the reasonable suspicion checklist.

After completing the reasonable suspicion checklist, if both the initial observer and the witness believe the employee may be in violation of village policy, they will escort the employee to a private area to discuss their observations. The employee will be informed of the observations and will be given the opportunity to provide an explanation. Both the initial observer and the witness will document the conversation, including whether the employee declined to comment.

If after this conversation both the initial observer and the witness believe reasonable suspicion exists to move forward with testing, they will inform the employee that they believe a violation of village policy exists with respect to reasonable suspicion and will ask the employee to submit to a drug and/or alcohol test. They will inform the employee that a positive test result could result in disciplinary action, up to and including termination of employment, and will ask the employee to complete a reasonable suspicion testing consent form indicating whether they agree or refuse to submit to drug and/or alcohol testing.

If the employee consents to testing, a treatment authorization form must be completed; and the employee should be transported to the testing facility for specimen collection for the drug and/or alcohol testing. When the supervisor and employee arrive at the testing facility, the supervisor will provide the form to the appropriate staff member to identify the reason for and type of testing to be performed. Once the testing is completed, the employee should be instructed that they are being placed on administrative leave effective immediately pending the results of the testing. Then, the supervisor will ensure the employee has safe transportation home, which could mean taking them personally, having a friend or relative pick them up or calling a service such as a cab or Uber. The department head and human resources must be notified, so the appropriate next steps may be taken. All related documentation (reasonable suspicion checklists, reasonable suspicion testing consent form, meeting notes, etc.) should be forwarded to human resources for review and record keeping.

If the employee refuses to submit to a reasonable suspicion test, they must be informed that refusal to submit to and complete the testing may be grounds for disciplinary action, up to and including termination of employment. The employee should then be given another opportunity to consent to testing. If they refuse a second time, they should be notified that they are being placed on administrative leave effective immediately; and arrangements should be made to transport the employee home safely. The department head and human resources must be notified, so appropriate next steps may be taken. All related documentation (reasonable suspicion checklists, reasonable

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suspicion testing consent form, meeting notes, etc.) should be forwarded to human resources for review and record keeping.

Under no circumstances will the employee be allowed to drive themselves to the testing facility. A supervisor or member of management must transport the employee or arrange for a cab, Uber or other appropriate transportation both to the testing facility and home.

- (3) *Post-accident.* Any employee who is involved in an accident while operating a village owned, rented or leased vehicle will be subject to post-accident testing. Testing will take place immediately following the incident, when practical. If not completed immediately, the test must be taken within 24 hours following such incident. The employee shall consume no alcohol, cannabis or controlled substances subsequent to the accident and prior to the post-accident test. Failure to complete a test within the allotted times will be considered by the village as the employee having refused to submit to testing.

Post-accident testing will take place when one or more of the following conditions exist:

- a. The employee has been issued a citation.
- b. The accident results in a fatality or the transport of one or more patients to a medical facility or if a person is injured, is treated but signs a refusal for transport.
- c. The accident results in one or more motor vehicles incurring disabling damage, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.
- d. Immediately following an accident, the police officer, or a department supervisor notices that the employee involved in the accident demonstrates impaired movements or speech; or they have any reasonable suspicion of improper controlled substance, cannabis or alcohol use.
- e. Under no circumstances will the employee be allowed to drive themselves to the testing facility. A supervisor or member of management must transport the employee or arrange for a cab, ride share service ~~Uber~~ or other appropriate transportation both to the testing facility and home.

For any accident involving a village vehicle, including a village vehicle hitting another village vehicle, a village vehicle hitting a stationary object or accidents on village property, the Police must be contacted; so a police report can be prepared to document the incident.

(f) *Testing facilities.*

- (1) Premier Occupational Health  
550 E. Boughton Road, Suite 140  
Bolingbrook, IL 60440  
PH (630) 972-0733  
Hours - 7:00 a.m.—7:00 p.m.  
Monday—Friday;  
9:00 a.m.—2:00 p.m.—Saturday
- (2) AdventHealth Bolingbrook - Emergency Room  
500 Remington Boulevard  
Bolingbrook, IL 60440  
PH (630) 312-5000  
Hours - Between 7:00 p.m.—7:00 a.m.  
Monday—Friday;  
2:00 p.m. Saturday—7:00 a.m. Monday
- (3) AdventHealth (Fire Department only)

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550 E. Boughton Road  
Bolingbrook, IL 60440  
PH (630) 972-0733  
Hours - 7:00 a.m.—7:00 p.m.  
Monday—Friday

- (4) AdventHealth Medical Bolingbrook - Emergency Room (Fire Department only)

500 Remington Boulevard  
Bolingbrook, IL 60440  
PH (630) 312-5000  
Hours - Between 7:00 p.m.—7:00 a.m.  
Monday—Friday and weekends

- (g) *Results.* The results of any drug and/or alcohol testing shall be sent to the human resources director or their designee but shall remain confidential to the extent required by law.

When the lab finds an employee's results to be negative, the results are recorded as negative and will be reported back to the human resources director or their designee.

If the results of an employee's alcohol and/or drug test are positive, no immediate results or notifications are made until the medical review officer from the village's (or department's) selected occupational health provider reviews those results. The medical review officer will contact the employee in order to investigate why these results were positive. If they are prescription drugs, documentation will be requested to ensure that they were legally prescribed drugs. In some cases, retesting may be necessary but only with direction from the medical review officer.

- (1) Results shall be transmitted to the human resources director or their designee in writing via a confidential method.
  - (2) When results are forwarded to the village, only a report of a positive or negative result will be sent, except for alcohol results where specifics may be revealed. These results will become part of the employee's medical record. No employee will be allowed to report for duty with a positive alcohol reading.
  - (3) It is a violation of this policy if the alcohol level is greater than .04 as determined by the testing method used.
  - (4) Any employee found to test positive with an alcohol concentration of .02 or greater, but less than .04, will be sent home without pay, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
  - (5) It is a violation of this policy to have a positive drug test.
- (h) *Consequences.* Refusal to submit to testing or failure to pass testing shall be cause for rescinding a conditional job offer, not hiring a candidate and/or disciplinary action, up to and including termination of employment.

Employees will be paid for time spent in alcohol and/or drug testing and then placed on unpaid administrative leave pending the results. Once the results are received, a meeting will be scheduled to discuss the results of the test and associated action based on the results. This meeting should include the employee's supervisor or department head and human resources. If the employee is subject to a collective bargaining agreement, they may also have a union representative present.

If the results are negative, the employee will receive back pay for the working days/hours missed due to being placed on administrative leave.

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- (i) *Employees subject to a collective bargaining agreement.* Any employee covered under a collective bargaining agreement has the right to have union representation during the reasonable suspicion and/or disciplinary discussion, if requested. In circumstances where an employee asserts this right, they will have up to one hour to obtain this representation.
- (j) *Crimes involving drugs and/or alcohol.* Any employee convicted of a criminal controlled substance, cannabis or alcohol-related offense shall notify his or her supervisor within five calendar days of the conviction. The village will notify any applicable contracting agency within ten calendar days of receiving notice from the employee or other actual notice of the conviction. The village reserves the right to take appropriate disciplinary action for violation of this or other related village policies or procedures or applicable local, state or federal laws.
- (k) *Appeal process.* If an employee would like to appeal any action taken under this policy, they may do so by submitting a written appeal, including the reason(s) the action should be overturned, to the village manager within five calendar days of the action they are appealing. The village manager will provide a written response within ten working days of receipt of the appeal.
- (l) *Confidentiality.* All employees involved in reasonable suspicion testing of an employee shall keep the information confidential except where required by law. Similarly, documentation related to reasonable suspicion testing, including reasonable suspicion checklists, positive test results and legitimate medical explanations provided to the medical review officer, will be kept confidential to the extent required by law.

(Ord. No. 07-156, 10-15-2007; Ord. No. 16-031, § 2, 2-18-2016; Ord. No. 19-164, § 4, 11-21-2019; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-109, § 2, 7-13-2023)

## **Sec. 62-76. Workplace violence.**

The village is committed to providing, as much as reasonably possible, a safe environment for working and conducting business. The village will not tolerate acts of violence committed by or against village employees, or members of the public, while on village property or while performing village business at other locations.

Acts of violence include, but are not limited to, acts or behaviors that:

- Are physically assaultive;
- A reasonable person would perceive as obsessively directed, e.g. intensely focused on a grudge, grievance, or romantic interest in another person, and reasonably likely to result in harm or threats of harm to persons or property;
- Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- Would be interpreted by a reasonable person as carrying potential for physical harm to the individual;
- Is a behavior, or action, that a reasonable person would perceive as menacing;
- Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; or
- Consists of a communicated or reasonably perceived threat to destroy property.

The village has created a workplace violence policy which describes in detail the policy's goals and objectives, the prohibitions on dangerous weapons by employees, employee responsibilities, procedures for dealing with acts of violence in the workplace, and procedures for investigations and reporting of incidents. Village employees are required to read, comply with, and acknowledge receipt of the workplace violence policy, which is provided at the commencement of employment and also available through human resources. Discipline for violation of the workplace violence policy may include disciplinary action, up to and including termination of employment.

In order to prevent workplace violence, the village adopted a "no weapons policy" which specifically prohibits the possession of firearms by any employee while upon or inside [any] village building or vehicle. This ban specifically excludes sworn village police officers and arson investigators. No village employee shall carry, store, possess or bring any concealed weapon into any village building or vehicle. Any village employee who violates this prohibition is subject to discipline, up to and including termination.

(Ord. No. 07-156, 10-15-2007; Ord. No. 14-44, § 1, 3-6-2014)

## Sec. 62-77. Information technology.

Recent advances in electronic communications and information technologies present valuable opportunities for the village. These technologies, when properly used, support our business activities and enable us to better serve our customers and residents through closer and timelier communications and nearly instantaneous access to vast stores of information. In recognition of these benefits, the village has made a substantial investment in upgrading and maintaining its electronic communications and information systems. While the village encourages the use of its systems, such use carries with it important responsibilities. The careless or inappropriate use of these systems can have dramatic consequences, including harm to the village, our customers, our residents and the individual users of village systems.

The village has created a computer use policy and an e-mail and electronic communication policy which govern the use of technology by village employees. Employees are required to read, comply with, and acknowledge receipt of these policies, which are available at the commencement of employment and at any time thereafter through human resources.

The computer use policy and the e-mail and electronic communication policy are intended to minimize the likelihood of harm caused by electronic communications by educating users as to proper and improper usage of information technology, and by setting forth the conditions that apply whenever the village's electronic communications tools are being used. Usage guidelines for communications tools include those pertaining to conditions of access, acceptable use, unacceptable content, transmitting confidential information, etiquette and employer representation, limits of privacy and viruses. Discipline for misuse of any village communications tools or other violations of village policies may include disciplinary action, up to and including termination of employment.

Many employees work in positions where innovations, improvements, inventions, discoveries, copyrightable work, or new ideas may be developed or conceived in the course of their employment. If these creative works are developed on village time or created through the use of village equipment and facilities, the employee is obligated to disclose these works and agree to assign all rights, title, and interest to the village, provided that they:

- Relate directly to the business of the village;
- Result from the employee's work with the village; or
- Involve the use of village equipment, supplies, facilities, confidential information or time.

The employee has no obligation to assign rights to creative works developed on their own time, without the use of village equipment, supplies, facilities, confidential information, or time.

Additionally, all records, files, transactions or other information gathered, created or stored by an employee in the course of business are the property of the village. As such, this information must be preserved in accordance with all applicable laws, policies and procedures.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

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## Sec. 62-78. No weapons policy.

- (a) *Purpose.* The village strives to maintain a safe workplace environment for its employees and visitors. Workplace safety is enhanced by adopting this "no weapons" policy.
- (b) *Applicability.* This policy applies to (a) all officials, employees, consultants, agents, and others who work for or with the village at all times while on or in village property, whether on duty or off duty, except as provided for in subsection (e), Exceptions, below, (b) contractors and vendors, and their personnel, when engaged in work for or business with the village, and (c) all clients, guests, and other persons who are not workplace staff. See the definitions of "village property," "visitor," and "workplace staff" under subsection (c), Definitions, below.
- (c) *Definitions.*

*Tools* means hammers, saws, loppers, axes, hatchets, staple guns, chains, rakes, and other devices commonly recognized as tools useful for village purposes, when being used for village purposes or kept in their usual storage location. The village purchases the necessary tools for employees to perform their jobs; however, should an employee choose to use their own tools to perform work for the village, it is their responsibility to ensure the tools are in good condition and are allowed for use under this policy. Employees choosing to use personal, rather than village, tools for village work do so at their own risk as the village will not replace an employee's personal tools.

*Village property* means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the village. "Village property" also means, every village owned or leased vehicle. Further, "village property" also includes any location, building or property where a village-permitted special event is located. This includes, but is not limited to, permitted special events such as fairs, parades, open-air markets, car shows and public gatherings.

*Visitor* means every person other than a workplace staff member, as described in phrase (c) under subsection (b), Applicability, above.

*Weapon* means:

- Knives, including switchblades and ballistic knives. However, except that the following knives are not prohibited:
  - fixed or folding blade knives with a blade of 3" or less in length
  - common kitchen knives, such as dinner knives, steak knives, and carving knives, but only when used in kitchen and break room areas.
- Devices from which a projectile can be fired, but not including tools as defined in this policy.
- Electronic devices such as conducted electrical weapons, stun guns, and tasers.
- Firearms of all types and sizes, whether loaded or unloaded.
- Machine guns, rifles, shotguns and paintball guns, of all types and sizes, whether loaded or unloaded.
- Clubs and any other instrument or object that can be used in a club-like manner and the presence of which poses a reasonable risk to others, but not including tools as defined in this policy.
- Any device designed primarily for a destructive purpose, but not including tools as defined in this policy.

*Workplace staff* means everyone described in phrases (a) and (b) of subsection (b), Applicability, above.

- (d) *Weapons prohibited.*

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- (1) *Workplace staff.* Except as provided under subsection (e), Exceptions, below, no workplace staff may wear, carry, store, transport, or otherwise possess a weapon at any time in or on village property or while performing any duties for or on behalf of the village.

Examples of prohibited times and places include, but are not limited to, the following:

- Performing work for the village at any location including private residences and commercial establishments and other customer or client locations;
  - Driving or riding as a passenger in a village vehicle;
  - Attending conferences or training on behalf of the village;
  - Attending village directed, permitted or sponsored activities or events (intended for village employees only and not the general public) independent of venue;
  - Riding any type of mass transit while on village business;
  - Working off-site on behalf of the village (excluding the employee's residence); and
  - Performing emergency or on-call work for the village after normal business hours and on weekends.
- (2) *Visitors.* Except as provided; under subsection (e), Exceptions, below, no visitor may wear, carry, store, transport, or otherwise possess a weapon in or on village property at any time (see subsection (e)(3), Parking lots, below for further information).
- (3) *Use of private vehicle.* No village employee, may use a privately-owned vehicle for village business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

(e) *Exceptions.*

- (1) *Police officers and other designated personnel.* Village police officers and other village employees who have been specifically designated by the chief of police or his designee may possess their work-authorized weapons. Police officers or similar law enforcement officers from other departments or agencies may possess their work-authorized weapons while engaged in official duties. Arson investigators may possess their work-authorized weapons while engaged conducting an arson investigation.
- (2) *Governmental.* A state or federal government employee may possess his or her work-authorized weapons if engaged in official duties and required by law or regulation to possess a weapon.
- (3) *Parking lots.* A workplace staff member or visitor may keep a weapon in his or her personal vehicle properly parked and locked in a village parking lot or parking area, so long as the weapon is kept (1) in compliance with all applicable federal and state laws and regulations; (2) entirely out of sight; and (3) if a firearm, so long as the workplace staff member or visitor is properly licensed and the firearm is unloaded before exiting the vehicle and locked in a glove box, trunk, or other secured container.

(f) *Inspections.* Village representatives may inspect or search any workplace area and any village property, at any time, for the presence of a weapon.

(g) *Violations.* Any violation of this policy by a workplace staff member will subject the workplace staff member to discipline, up to and including termination.

Any violation of this policy by a visitor will subject the visitor to removal from village property, prohibition from returning to any village property, and arrest.

(h) *Concealed carrying prohibited.* Any property or building that is controlled by the village is a "prohibited area" under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carrying in or on any village

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property or building under the control of the village is not authorized by state law. Accordingly, and in all events, concealed carrying is not an exception to this policy.

- (i) *Responsibility.* All village employees shall have the responsibility of familiarizing themselves with this policy and adhering to it.

Any workplace staff member who sees or perceives a violation of this policy must report that violation to his or her department head or, in the department head's absence, to the village manager or, in an emergency, to the police department.

No person should take any action that will risk his or her safety or the safety of others. No person should attempt to restrain or forcibly evict an individual with a weapon from village premises. Instead, a person may inform that individual of this policy and ask for compliance.

If that individual does not comply, then the person should contact the police department immediately.

(Ord. No. 14-44, § 2, 3-6-2014)

## **Sec. 62-79. Social media use policy.**

- (a) *Policy introduction and purpose.* This policy is meant to address the evolving Internet medium as an integral form of both business and social communications, by creating awareness among village employees of the related opportunities and risks associated with its use. The village recognizes that employees have the right to express themselves online, and this policy is not meant to create arbitrary rules for social media usage, or curtail constitutionally protected free speech.

As an employer, however, it is appropriate to establish codes of conduct and reasonable expectations that should be applied to such communication activities when those expressions may have consequences to the Village of Westmont, its employees and/or the community that Village of Westmont employees represent. Positions funded by taxpayer dollars are subject to greater scrutiny, and therefore must be held to higher standards of behavior, than those in private sector organizations. The global accessibility of Internet communication makes representations related to the Village of Westmont even more important to monitor and protect.

"Social media" (a/k/a social networking) is defined as: any website or medium (including video) that allows for interactive communication in the open with Internet users. Social media includes all types of postings on the internet, including, but not limited to, social networking sites (i.e. Facebook, LinkedIn, Google+, etc.), blogs and other online journals or diaries, bulletin boards and chat rooms, microblogging (i.e. Twitter, etc.), posting on video sharing sites (i.e. YouTube, etc.) or photo management and sharing sites (i.e. Flickr, etc.) and posting on a personal profile or website.

- (b) *Rules and guidelines.*

- (1) *General rules and guidelines.* The following rules and guidelines apply to the use of social media, whether such use is for the Village of Westmont on Village time, for personal use during non-work time, outside the workplace or during working time while using village-owned equipment. (Using the Village of Westmont's equipment to access social media sites for personal use is also governed by the Electronic Communications and Record Retention Policy. Employees should also refer to this policy before accessing such sites via the village's equipment.) These rules and guidelines apply to all employees.
- a. Employees must obtain advance permission and approval of content from the village before using social media for Village of Westmont business purposes. Employees granted permission to use social media outlets for village business purposes are responsible for complying with this policy and applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright or plagiarism, records retention,

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Freedom of Information Act/FOIA, First Amendment, privacy, information security policies, and protocols established by the village.

- b. Wherever appropriate, links to more information should direct users back to the village's official website for more information, forms, documents, or online services necessary to conduct business with the village.
- c. Employees representing the village via social media outlets must identify themselves as village employees and conduct themselves at all times as representatives of the Village of Westmont.
- d. Employees who fail to conduct themselves in a professional manner, and/or who are found in noncompliance with any personnel manual policies, administrative protocols, and department rules and regulations, will be subject to the corrective action procedures found in the personnel manual.
- e. Employees are prohibited from discussing confidential, work-related matters are not limited to, security procedures, information technology systems and passwords, strategic plans, unapproved draft documents, documents and communications protected by attorney-client privilege, sensitive financial information, customer lists, and other proprietary, non-public information. Employees also have a duty to protect employees', vendors', and the public's home addresses and other personal information.
- f. Employees cannot use social media to harass, threaten, libel or slander, malign, defame or disparage, or discriminate against co-workers, managers, customers, clients, vendors, elected officials, village administration, suppliers, any organizations associated or doing business with the Village of Westmont, or any members of the public, including web site visitors who post comments. The village's anti-harassment and EEO policies apply to use of social media in the workplace.
- g. Employees with permission to use social media for village business purposes shall do so during their normal scheduled work week. Employees shall not use social media for village business purposes during off-duty hours without advance permission from their department supervisor.

This protocol is not intended, nor shall it be applied, to restrict employees from discussing their wages, hours and working conditions with co-workers.

- (2) *Personal use of social media.* The following rules and guidelines, in addition to the rules and guidelines set forth in section (1) above, apply to employee use of social media on the employee's personal time.
  - a. Employees should abide by the Village of Westmont's Electronic Communications and Record Retention Policy concerning personal use of the Village's computer and related equipment.
  - b. Employees who utilize social media and choose to identify themselves as employees of the Village of Westmont must make it clear that they are not speaking on behalf of the village. Employees are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that their views are their own and not those of the Village of Westmont or of any person or organization affiliated or doing business with the Village of Westmont.
  - c. Employees may not use the Village of Westmont's logo, equipment or the name, or trademarks of any business partner, supplier, vendor, affiliate, or subsidiary on any personal blogs or other online sites unless their use is sponsored or otherwise sanctioned, approved, or maintained by the Village of Westmont.
  - d. Employees may not post the Village of Westmont's logo, image or confidential information or village-issued documents or equipment bearing the Village of Westmont's name or logo.

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- e. Employees may not post photographs of work-related events, accident scenes, crime scenes, other employees or village employees engaged in the Village of Westmont's business, events, or village products [e.g. clothing, hats] unless employees have received the Village of Westmont's explicit permission. Any photographs that appear on the Village of Westmont's official website, social media sites, or other official releases, may be reposted by employees without requiring advance permission.
  - f. Employees cannot advertise or sell village-owned products or services through social media unless employees have received the Village of Westmont's explicit permission.
- (3) *Employee conduct.* Employees are reminded that if it comes to the village's attention that an employee's private communications on any social media site are inconsistent with this policy, other policies, rules and protocol of the village, and their employment obligations with the village, their conduct may be considered by the village in any evaluation or other employment action. Employees should have no expectation of privacy while using village equipment and facilities for any purpose, including the use of social media. The Village of Westmont reserves the right to monitor and review the use of the village's IT systems and to block content that violates this policy, and any Village of Westmont's rules and guidelines.
- All village social media sites are subject to the Illinois Local Records Act, the Freedom of Information Act, and e-discovery laws and therefore, content must be able to be managed, stored and retrieved to comply with these laws.
- (4) *Protocols and procedures regarding official village use of social media.* The village manager and the Westmont Public Information Officer are authorized to create a document of protocols and procedures regarding official use of social media which will supplement this policy. This policy is subject to such protocols and procedures. The protocols and procedures, which will relate to content and style of village-approved messages, must be followed by any employee authorized to post on social media as an official representative of the village.
- (5) *Violations.* The village will investigate and respond to all reports of violations of this policy and other village rules and guidelines. Employees are urged to report any violations of this policy to human resources. A violation of this policy may result in discipline up to and including termination of employment.

(Ord. No. 16-032, § 2, 2-18-2016)

#### **Sec. 62-80. Dual village employment policy.**

No full-time employee is eligible for hire in another full-time or part-time employment position with the village. A part-time employee is eligible for hire in another part-time employment position within the village.

(Ord. No. 16-030, § 2, 2-18-2016)

#### **Sec. 62-81. Workplace search policy.**

All offices, desks, computers, telephones, files, lockers, equipment, vehicles, etc. are the property of the village and are issued for the use of employees for business purposes only during their employment with the village. An employee has no reasonable expectation of privacy when using village-owned vehicles, property or equipment. In this connection, the Village of Westmont reserves the right to inspect or search an employee's office, desk, computer(s), emails, voicemail, files, locker, vehicle, etc. or any other area on the village premises, or property brought onto village premises by an employee and used for business purposes, to the extent permitted by law. Personal property which is not a fixture of the worksite (such as a purse, briefcase, or lunch box) may be

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searched upon permission of the employee or for cause as part of an investigation, generally with the cooperation of law enforcement personnel. An inspection or search will typically be conducted based upon a reasonable suspicion of employee misconduct or criminal activity or for work-related purposes. The village may conduct an inspection or search at any time, with or without notice, at the discretion of the village. Inspections or searches shall be conducted by village supervisors and/or their designees. The village reserves the right to seize all drugs, paraphernalia, weapons, or other contraband found on the village's premises and may turn over such evidence to the appropriate authorities. An employee who fails or refuses to comply with this policy may be subject to disciplinary action up to and including discharge. The acceptance of, or continued employment with this policy, constitutes consent to all of the provisions of this search policy.

(Ord. No. 16-169, § 1, 10-13-2016)

### **Sec. 62-82. Workplace bullying.**

The village defines workplace bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates the village's conduct policy, which clearly states that all employees will be treated with courtesy and respect.

The purpose of this policy is to communicate to all employees that the village will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As with sexual harassment, it is the effect of the behavior upon the individual that is important.

The village considers the following types of behavior examples of bullying:

- (1) *Verbal bullying*: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- (2) *Physical bullying*: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- (3) *Gesture bullying*: Nonverbal threatening gestures or glances that convey threatening messages.
- (4) *Exclusion*: Socially or physically excluding or disregarding a person in work-related activities.

(Ord. No. 18-006a, § 2, 1-4-2018)

### **Sec. 62-83. Americans with Disability Act policy.**

The village maintains an equal opportunity policy ("EEO Policy") for all applicants and employees. To supplement the village's EEO Policy and in response to the Americans With Disabilities Act, the village has adopted this additional policy statement regarding discrimination against the disabled. Equal employment opportunity for the disabled (and all other protected classes) is one of the village's goals and it is expected that all employees shall assist in furthering this goal.

The village gives fair consideration to all qualified individuals with disabilities and affords all employees and applicants opportunities for advancement according to their individual abilities without regard to disability. No opportunity for hire, advancement, or any other condition of employment will be diminished through discriminatory practices. In accordance with the law, the village will also reasonably accommodate qualified individuals with disabilities.

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If an employee believes that he/she has been discriminated against or harassed in violation of this policy, or if he/she is a qualified individual with a disability who would like to request a reasonable accommodation, please contact the human resources director immediately. Because each individual is different, the village will discuss the particular situation the employee and undertake an investigation of the specific circumstances involved. The village's goal will be to take action which will provide equal employment opportunity for individuals with disabilities so long as they can perform the essential functions of their respective position.

(Ord. No. 18-006a, § 2, 1-4-2018)

**Sec. 62-84. Nursing Mothers in the Workplace Act policy.**

The village supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during their workday when separated from her newborn child.

Accommodation for lactating mothers:

- (1) The village will provide reasonable break time to an employee who needs to express breast milk for their nursing infant child each time the employee has the need to express milk for one year after the child's birth.
- (2) Breaks of less than 20 minutes taken no more frequently than every two hours will be treated as paid breaks and do not require punching out. Breaks that are longer or more frequent will be treated as unpaid and the employee should indicate this break period on their time record.
- (3) The village will provide a room, within the facility from which the employee works, where an employee can express their milk in privacy. The room and the plan to provide privacy will be communicated to and approved by the human resources department.
- (4) Within the same facility, the village will provide a refrigerator in which breast milk may be stored. Employees assume all responsibility for the safety of the milk and the risk of harm for an reason, including improper storage, refrigeration, or tampering.
- (5) Employees who work offsite or in other locations will be accommodated with a private area as necessary and as reasonably practical.

(Ord. No. 23-010, § 2, 1-26-2023)

**Sec. 62-85. – Use/return of village property**

Based on the nature, scope and responsibilities related to an employee's position, property may be issued to them for use in successfully performing their work for the village. Such property may include, but is not limited to, the following:

- Access fobs/remotes
- Cell phones
- Computer equipment
- Identification cards
- Intellectual property (written materials, work products)
- Keys
- Purchase cards
- Staff clothing (generally includes the village logo)
- Tools and other equipment
- Uniforms

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- Vehicles

It is the employee's responsibility to exercise proper care and control of village-issued property to protect against loss, damage or theft. Lost, damaged or stolen items must be reported to the employee's immediate supervisor, their designee or the department head.

If the employee's misuse, poor judgement, negligence or other careless act results in damage or loss of village property, the village reserves the right to recover the cost of the repair or replacement from the employee via payroll deduction or other method. Similarly, employees must return all village-issued property before separating from the village or the cost of those items may be deducted from the employee's final paycheck. The village reserves the right to take action as appropriate to recover or protect its property, including withholding an employee's final paycheck until village-issued property is returned.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

**Secs. 62-865—62-90. Reserved.**

## **ARTICLE IV. COMPENSATION AND BENEFITS**

### **Sec. 62-91. Pay policy.**

Compensation shall be governed by the salary ranges established for the particular position assigned. The village shall endeavor to make such compensation equitable and competitive with similar jurisdictions and positions.

- (1) All full-time employees shall be paid at an annual rate computed to hours on the basis of 2,080 hours per year.
- (2) Employees shall be paid biweekly on every other Friday. The two-week work period shall be considered to begin on the Monday prior to payday, except for paid-on-call firefighters who may have a different designated work period.
- (3) Employees are responsible for reporting all hours worked for the village via the village's electronic timekeeping system. If an employee performs work for the village but does not record it in the electronic timekeeping system, those work hours worked must be reported to the employee's supervisor or department head no later than the last day of the pay period, so the hours can be manually entered into the system to ensure proper compensation for time worked. It is the employee's responsibility to review their paycheck stub for accuracy each pay period and to advise their supervisor of any discrepancies immediately, so the issue can be researched and rectified accordingly.
- (4) Salary increases, other than general wage adjustments (GWA), shall be as budgeted, warranted and recommended by the applicable department head.
- (5) *Longevity increase.* Effective January 1, 2024, a one percent (1%) longevity raise will be given to all year-round village employees after each five (5) consecutive years of service. ~~Longevity ceases to accrue when an employee's status shifts to part-time status; however, in the event a part-time employee subsequently returns to full-time status, longevity will resume from the date the employee left full-time status and went to part-time status. Similarly, if~~ If an employee leaves village employment due to a lay-off and subsequently returns to year-round employment, their longevity will resume from the date they were separated due to lay-off. Longevity will not resume in situations where an

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employee voluntarily resigns or retires from employment with the village or is terminated for any other reason than lay-off should the employee return to the village in a year-round capacity.

- (6) The village shall pay all employee compensation (excluding expense reimbursement) via electronic fund transfer (a/k/a direct deposit) to each employee's personal bank account at a banking institution of the employee's choice. Each employee shall timely provide the village with required information necessary for the village to effectuate said electronic fund transfer of compensation.
- (7) Automatic payroll deductions are made for federal and state income tax purposes and for employee's pension contributions and social security, where applicable. Other authorized deductions, as approved by the village manager, may also be arranged for at the employee's request in accordance with the Illinois Wage Payment and Collection Act, 820 ILCS 115/9.

(Ord. No. 07-156, 10-15-2007; Ord. No. 09-84, § 1, 6-1-2009; Ord. No. 10-35, § 1, 2-16-2010; Ord. No. 10-98, § 1, 6-7-2010; Ord. No. 12-94, § 1, 5-21-2012; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-168, § 2, 12-14-2023)

## **Sec. 62-92. Hours of work.**

The standard workweek for full-time non-exempt employees shall be five days and 40 hours. Exempt employees are required to work those hours necessary to assure the satisfactory performance of their duties within their departments, but not less than 40 hours per week. Supervisory exempt employees shall assign regular work duties and responsibilities to their employees which can normally be accomplished within the established workday and workweek. However, occasionally some overtime work may be necessary for proper performance of work duties and responsibilities. Overtime work shall be in accordance with section 62-93 and will be compensated according to applicable laws, regulations and policies based on an employee's FLSA classification. For exempt employees, extra hours are considered part of their job responsibility and does not justify overtime pay.

Regular hours of work shall be as follows:

- (1) *Fire department.* Hours of work for employees of the fire department, excluding the fire chief, shall be established at the discretion of the fire chief.
- (2) *Police department.* Hours of work for employees of the police department, excluding the chief of police, shall be established at the discretion of the chief of police.
- (3) *Public works department.* Hours of work for employees of the public works department, excluding the public works director, shall be established at the discretion of the public works director.
- (4) *Village hall.* Hours of work for employees located at village hall shall be established at the discretion of the department director, assistant village manager or village manager.
- (5) *Additional furlough time.* Any department or division may implement additional voluntary furlough time for full-time employees with approval of the department head and village manager, without loss of eligibility for full-time benefits.
- (6) *Meeting attendance.* Meeting attendance outside regularly scheduled hours of work may be required at the discretion of the village manager or department head.
- (7) *Hours of duty.* Full-time employees shall be scheduled for a minimum of eight hours of duty on five consecutive days in a calendar week. The scheduling of the hours of duty shall be as determined by the department head in compliance with the One Day Rest In Seven Act (ODRISA), which requires a 24-hour rest period in each consecutive seven-day period for non-exempt employees with limited exceptions, such as emergency situations that require immediate attention to avoid injury/damage to people or property or suspension of necessary operations.

- (8) *Lunch breaks.* Employees scheduled to work at least 7.5 continuous hours shall be permitted to take an unpaid meal period of at least 30 minutes no later than five hours after the start of the work period. For each additional 4.5 hour work period after the initial 7.5 hours employees will be provided with another unpaid meal period of at least 20 minutes. Employees engaged in emergency response services or those who are covered by a collective bargaining agreement may have different established meal periods.
- (9) *Rest breaks.* Employees shall be permitted two 15-minute rest breaks during the normal workday, the time of which shall be scheduled and designated by the heads of the various departments. Alternatively, at the discretion of the applicable department head, the two 15-minute rest breaks may be combined with the half hour unpaid meal period to provide the employee a one-hour meal period (half hour unpaid).
- (10) *Habitual tardiness.* Employees who are late more than twice in any four week period, measured backwards from the last incident of tardiness, or employees who are habitually late on a continuous basis, shall be subject to disciplinary action, up to and including termination. Each department may implement a more restrictive policy with respect to tardiness issues.

(11) *Unreported Absence (no call, no show).* The village relies on its employees to provide exceptional and safe service to its residents and visitors. As such, employees are required to notify the village if they are unable to report to work in accordance with the applicable paid time off policy, but, minimally, at least 30 minutes before the start of their scheduled work period. Employees who fail to make proper notification of an absence are subject to disciplinary action, up to and including termination of employment. Three consecutive workdays of no call, no show will be considered a voluntary resignation. In all cases, extenuating circumstances will be considered.

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(Ord. No. 07-156, 10-15-2007; Ord. No. 08-186, § 1, 2, 12-1-2008; Ord. No. 09-84, § 1, 6-1-2009; Ord. No. 10-98, § 1, 6-7-2010; Ord. No. 12-94, § 1, 5-21-2012; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023)

## Sec. 62-93. Overtime.

Except as provided in section 62-92 and in any applicable collective bargaining agreements, the following will apply to overtime.

- (1) *Scheduled overtime.* All scheduled overtime for non-exempt employees must be approved by the respective department head and authorized by the village manager.
- (2) *Emergency overtime.* If a non-exempt employee receives notice of the need to work emergency overtime less than 12-hours before the time the duty is to commence, the employee shall be paid at the rate of time and one-half for hours so worked outside his or her scheduled workday (a minimum of two hours), plus one additional hour ("~~Inconvenience Bonus~~ pay") at the rate of time and one-half. ~~Inconvenience Bonus~~ pay will be paid only once in each 24-hour period. ~~Inconvenience Bonus~~ pay will not be paid for a continuation of less than two hours past the employee's scheduled work dismissal hour.
- (3) *Forty-hour rule.* All non-exempt employees whose scheduled workweek is of at least 40 hours per week ~~(except from May 1, 2012 through April 30, 2013, the scheduled workweek is of at least 39 hours per week)~~, excluding sick time and compensatory time, will be compensated at time and one-half for of all hours worked over 40 hours per week.
- (4) *Saturday, Sunday and holiday overtime for non-public safety personnel.* With respect to Saturdays, Sundays and holidays, non-exempt employees shall be paid at the rate of time and one-half, provided the employees have worked a scheduled workweek of at least five days at eight hours per day ~~except~~

during the 2012-2013 fiscal year, from May 1, 2012 through April 30, 2013, the scheduled workweek shall comprise a minimum of eight hours of duty on four days and a minimum of seven hours of duty on one day in a calendar week), including village holidays, personal time, or vacation days' pay. However, unpaid time or sick time taken shall constitute forfeiture of the time and one-half rate and straight time shall be paid.

(Ord. No. 07-156, 10-15-2007; Ord. No. 09-55, § 1, 3-20-2009; Ord. No. 09-84, § 1, 6-1-2009; Ord. No. 10-98, § 1, 6-7-2010; Ord. No. 12-94, § 1, 5-21-2012; Ord. No. 18-006a, § 2, 1-4-2018)

#### Sec. 62-94. Public works standby.

- (1) A non-exempt employee who has been designated as "standby" will receive two hours of pay per day as overtime pay for each day they are so classified, regardless of whether or not they are called out to work for an emergency. In the event of a call out to work, the time and one-half rate will be applicable for all hours worked after an employee's punch-in until the employee's scheduled work hour, at which time the employee's rate of pay will revert to straight time until his regular shift time expires. A two hour minimum call out period will be applicable per occurrence unless the call out period overlaps with the employee's scheduled work hours or overlaps with another previous call out period for that employee. Employees on scheduled standby are not eligible for "inconvenience pay" as defined in Sec. 62-93, (2) of this policy.

~~For example, if an employee is called out to work during an evening, weekend or holiday and only works 30 minutes, the employee still receives two hours minimum pay at time and one-half plus one hour of bonus pay as defined above. If work continues beyond the two-hour period, the employee receives such at time and one-half. However, when on scheduled standby, the employee does not get the bonus pay as defined above.~~

- (2) It is mandatory that an employee designated as a "standby" work their full scheduled work week (exceptions may be made for legal requirements and medical appointments), answer/acknowledge/respond/reply to a call within 15 minutes and be available on 30 minutes' notice. Failure to work the required schedule and/or respond to the call/notice in the allotted time shall constitute forfeiture of the standby pay due for that period and, depending on circumstances, may be the basis for further disciplinary action. ~~Employees who cannot consistently demonstrate that they can respond (punch in) within the required time frame will no longer be eligible for scheduled standby. Consistent response time will be considered a minimum of four on-time responses for any five consecutive call out notifications.~~

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- (3) *Winter standby.* During the winter season for a 16-week period starting the Monday following Thanksgiving Day and through approximately the end of March, up to six additional employees may be scheduled for winter standby. In all cases, the regularly scheduled standby employee will be contacted first. In the event that the *meteorological emergency requires more than one employee to address, the balance of the scheduled winter standby employees will be notified to respond. Meteorological emergencies include storms (snow, rain, wind, or otherwise) and unanticipated water main breaks/repairs.*

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- (4) A nonexempt employee who has been designated as "winter standby" will receive one hour of pay per day as overtime pay for each day they are so classified, regardless of whether or not they are called out for an emergency. In the event of a call out, the time and one-half rate will be applicable for all hours worked after punch-in until the employee's scheduled work hour, at which time the employee's rate of pay will revert to straight time until his regular shift time expires. A two hour minimum call out period will be applicable per occurrence unless call-out period overlaps with the employee's scheduled work hours or overlaps with another previous call-out period.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

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## Sec. 62-95. Holidays.

All full-time employees, except police department personnel shall receive time off and be paid for the following holidays:

- (1) New Year's Day.
- (2) Martin Luther King, Jr. Day.
- (3) Presidents' Day.
- (4) Memorial Day.
- (5) Independence Day.
- (6) Labor Day.
- (7) Thanksgiving Day.
- (8) The day after Thanksgiving Day.
- (9) Christmas Eve.
- (10) Christmas Day.
- (11) Four floating holidays as further described in section 62-96, below.

When any holiday falls on a Sunday, the following Monday shall be considered a holiday. When a holiday falls on a Saturday, then the preceding Friday shall be considered a holiday. If a conflict exists with the dates on which holidays fall and application of this policy, the village manager will determine how the Village will observe the holiday(s) for that year. When a holiday falls within an employee's vacation period, the employee's vacation will be extended one day at the end of the vacation period.

Holidays shall not be paid unless the employee shall have worked the scheduled workday immediately before and the scheduled workday immediately after the authorized holiday. An exception may be made for ~~scheduled~~ personal/floating holiday, compensatory, and vacation days, verifiable illness, a death in the immediate family or unforeseen personal misfortune which can be confirmed.

In place of time off for holidays, civilian police employees covered by a collective bargaining agreement and all sworn police employees covered by a collective bargaining agreement will receive additional pay per year as outlined in the applicable collective bargaining agreements. In lieu of time off for holidays, police sergeants, whose schedule is not affected due to holidays, will receive an extra eight hours regular time pay for each holiday that falls within the pay period, regardless of whether they are on duty or not for that holiday. This holiday leave exception for police employees will not affect their receipt of personal days.

Part-time employees, who work 16 or more hours per week, except part-time sworn police officers and paid-on-call firefighters, shall receive paid time off (four hours per holiday) for the holidays listed above excluding (11).

(Ord. No. 07-156, 10-15-2007; Ord. No. 16-120, § 1, 7-7-2016; Ord. No. 16-196, § 1, 12-8-2016; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 19-041, § 2, 4-11-2019)

## Sec. 62-96. Floating holidays.

All full-time, regular employees will receive four floating holidays (32 hours) per year in addition to vacation time, sick leave and the village's regular holidays. These four floating holidays allow employees to have additional paid leave to cover absences for personal reasons, such as religious observances or parent-teacher conferences, or to supplement vacation, sick and holiday leave.

Floating holidays are available at the beginning of each calendar year. Any employee hired in the first quarter of the calendar year will receive the full allotment of floating holidays for the year. Any employee hired in the second quarter of the calendar year will receive three floating holidays. Any employee hired in the third quarter of the calendar year will receive two floating holidays. Any employee hired in the fourth quarter of the calendar year will receive one floating holiday.

Floating holidays may be used to cover a full or partial day (to be used in minimum of four-hour block) absence. They must be taken in the calendar year in which received. Under no circumstances will these days be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

A floating holiday must be scheduled and approved in advance by the employee's immediate supervisor. As much notice should be provided as practical, however, a minimum seven calendar days' notice is expected. Supervisors may make exception in agreed cases of emergency which may be documented after the fact. All floating holidays are subject to approval by an employee's supervisor and such approval will depend on the maintenance of adequate staffing levels within the village.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

Editor's note(s)—Ord. No. 18-006a, § 2, adopted Jan. 4, 2018, amended § 62-96 and in so doing changed the title of said section from "Personal days" to "Floating days," as set out herein.

#### Sec. 62-97. Vacation policy.

Vacations are provided for the recreation and relaxation of full-time employees. Vacation is awarded to full-time employees based on length of year-round service and can be used in increments as small as 15 minutes. In determining the vacation schedule, the department head shall consider as factors the desires of the individual full-time employee in relation to all other requests for vacation or other leave of department employees, the needs and demands of village operations and the workload of the department. The following rules must be followed by all employees with respect to vacation time:

- (1) Full-time employees shall request approval of vacation as far in advance of the dates requested as practicable but at least seven (7) calendar days before the requested vacation date(s). All requests for vacation shall be tentatively approved by the department head, subject to final approval of the village manager. The village reserves the right to address abuse of paid time off and/or excessive absenteeism with the employee.
- (2) Unused vacation time from the current year shall be paid to the employee at the time of separation from village service, whether such separation is voluntary or involuntary.
  - a. Status changes/layoffs
    1. In the event of a change in employment status from full-time to part-time, the village will pay unused vacation from the current year within 14 days of the change in status.
      - If the employee subsequently returns to full-time status, vacation will be awarded per section 62-105, ~~part-time~~ paid time off.
    2. Similarly, if an employee leaves village employment due to a lay-off, and returns to village employment in a full-time position, the employee's vacation credit will resume from the date the employee was separated due to lay-off.
    3. Vacation credit will not resume in situations where an employee voluntarily resigns or retires from employment with the village or is terminated for any other reason than lay-off should the employee return to the village in a full-time capacity.

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- (3) Vacation shall not be advanced. Vacation time earned in one year shall not carry over to the next calendar year.

(Ord. No. 07-156, 10-15-2007; Ord. No. 10-35, § 1, 2-16-2010; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-168, § 2, 12-14-2023)

#### **Sec. 62-98. Vacation award schedule.**

Effective January 1, 2024, except as in circumstances set forth in sections 62-97(2) and 62-105, vacation time for full-time village employees shall be awarded as follows:

- Forty ~~(40)~~ hours upon hire;
- Eighty ~~(80)~~ hours per year after one ~~(1)~~ year of consecutive year-round employment;
- One hundred twenty ~~(120)~~ hours per year after five ~~(5)~~ years of consecutive year-round employment;
- One hundred sixty ~~(160)~~ hours per year after ten ~~(10)~~ years of consecutive year-round employment; and
- Two hundred ~~(200)~~ hours per year after ~~twenty (20)~~ years of consecutive year-round employment.

(Ord. No. 07-156, 10-15-2007; Ord. No. 10-35, § 1, 2-16-2010; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-168, § 2, 12-14-2023)

#### **Sec. 62-99. Educational reimbursement.**

The village has a vested interest in the training, education and professional development of its employees both for their continued growth and to improve service to our community. As such, the village has created a program to reimburse employees for completion of qualified education and development courses.

- (1) *Eligibility.*
  - a. Active full-time and part-time employees who:
    - 1. Have successfully completed their probationary period of employment with the village; and are in good standing, meaning their most recent performance evaluation "Meets Expectations" or above.
  - b. Education and/or development courses must either:
    - 1. Be directly related to the employee's current position with the village; or
    - 2. Prepare the employee for a next-level promotion within the village.
  - c. Employees on workers' compensation leave shall remain eligible for this program.
  - d. If an employee is laid off due to a reduction in workforce after they have enrolled in development/education opportunities approved under this program, eligibility for reimbursement will continue through satisfactory completion of the course(s) in which they are currently enrolled.
- (2) *Requirements.*
  - a. There should be a reasonable assurance that the employee intends to remain an active village employee for at least two years after completion of course work in order to qualify for tuition assistance at public expense.

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1. Employee is responsible for completing and submitting the formal education/professional development request and reimbursement agreement to their supervisor/department head before enrolling in a program/course.
  - b. Funds must be budgeted and available and will be verified by the department head (maximum reimbursement—\$4,000.00 per employee per calendar year).
  - c. The request must be pre-approved by the department head, human resources, and village manager before enrolling in the program/course to be eligible for reimbursement.
    1. Department head will review the request/agreement and make their recommendation to human resources and the village manager when forwarding the employee's request.
  - d. All courses should be taken outside of the employee's regular working hours, unless vacation time is used and appropriate approval has been given.
    1. As a general condition of approval, course work during regular working hours will not be permitted except in very unique circumstances with written permission by the village manager.
  - e. The program/course must be completed with a letter grade of "C" or higher or with verification of passing in a pass/fail system to be eligible for reimbursement.
- (3) Reimbursement.
- a. Within 30 days of completion of the program/course, employee must submit the following items to their supervisor/department head:
    1. Copy of fully executed formal education/professional development request and reimbursement agreement;
    2. Itemized receipts for registration and/or tuition; and
    3. Proof of completion. Proof of completion will include:
      - i. Transcript showing a grade of "C" or above;
      - ii. If no letter grade is given:
        - (a) A certificate of completion; or
        - (b) Written proof that the coursework was completed in a satisfactory manner; or
        - (c) The final score(s), course syllabus and the current grading metrics for the course.
  - b. The employee's department will submit a purchase order for the reimbursement, attaching the supporting documentation provided by the employee.
  - c. The village will reimburse for the costs of registration, tuition and tests but not additional costs, such as books, materials, lab fees, travel, or other miscellaneous costs incurred in the process of preparing for and/or taking a course.
  - d. If an employee is eligible for funding from other sources, the village will contribute the difference for eligible expenses up to the amount allowed/approved under this policy. (Note: Employees are not eligible for reimbursement for expenses paid by another source.)
  - e. Reimbursement will not be made to an employee that:
    1. Is discharged before completion of a course(s) in which they are enrolled;

2. Voluntarily terminates employment with the village before completion of a course(s) in which they are enrolled; or
3. Withdraws from a course(s) due to personal reasons unless reimbursement is authorized by the village manager.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023)

#### **Sec. 62-100. Professional society membership.**

Village employees are encouraged to affiliate with professional organizations or societies applicable to their position for which they qualify by education or training; provided, that such affiliation produces observable benefits for the village. Approval for village paid memberships must be obtained in advance by the village manager.

(Ord. No. 07-156, 10-15-2007)

#### **~~Sec. 62-101. Employee bonus incentive program.~~**

~~The village utilizes an employee bonus incentive program ("incentive program") available to all full-time employees. The incentive program was established in order to reward those employees who generate cost saving ideas for the village. The incentive program is further described in the village policy, "suggestion recognition and incentive program." The incentive program shall be administered by the village manager pursuant to the above policy.~~

~~(Ord. No. 07-156, 10-15-2007)~~

Commented [RB1]: Remove.

#### **Sec. 62-102. Conference and travel policy.**

The village utilizes a conference and travel policy ("conference and travel policy") which sets criteria for payment and reimbursement of travel expenses incurred by the village president, village board of trustees, village employees and members of all village boards and commissions in the performance of their official functions. The conference and travel policy, which may be amended from time to time, sets forth the rules governing conferences and travel for official village functions. The conference and travel policy shall be distributed to all elected officials, employees and board and commission members, and kept on file with the village manager and village clerk.

(Ord. No. 07-156, 10-15-2007)

#### **Sec. 62-103. Other benefits.**

The village offers a number of additional benefits to full-time time and part-time employees. Currently, these additional benefits include but are not limited to options for life insurance, disability insurance, health insurance, dental insurance, Illinois Municipal Retirement Fund ("IMRF"), Police pension plan, credit union membership, employee assistance program, deferred compensation plan, flexible spending/savings accounts and health club membership discounts. Such benefits will be further described upon employment with the village, and may be changed at anytime at the discretion of the village.

COBRA: Consolidated Omnibus Budget Reconciliation Act is the Federal continuation of coverage rules for group health plans. In order for the plan sponsor to offer continuation coverage under COBRA, the employee must notify the human resources director of the applicable change in status that may qualify for extension of coverage

under COBRA within 60 days of the qualifying event. Failure to properly notify the human resource director may result in extension of coverage being denied to the participant.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### ~~Sec. 62-104. Furlough hours—Thirty-nine hour work week.~~

Commented [RB2]: Remove; over 10 years old.

~~For the fiscal year 2012–2013, effective May 1, 2012 until April 30, 2013 unless extended by ordinance, for all full time non-union employees, excluding police sergeants, the standard workweek shall be five days and 39 hours. Exempt employees are required to work those hours necessary to assure the satisfactory performance of their duties within their departments, but not less than 39 hours per week. Supervisory exempt employees shall assign to each supervised employee regular work duties and responsibilities which can normally be accomplished within the established workday and workweek. However, occasionally some overtime work may be necessary for proper performance of work duties and responsibilities. For exempt employees, such overtime is considered part of their job responsibility and does not justify overtime pay.~~

~~Hours of work for employees shall be determined by department heads.~~

- ~~(1) —Overtime. All scheduled overtime for non-exempt employees, including the 40<sup>th</sup> hour which will be paid at the regular rate of pay, must be approved by the respective department heads and authorized by the village manager.~~

~~All emergency overtime policies remain in effect and all emergency overtime worked outside of the employee's scheduled workday will be paid at the rate of time and one-half, as described in the village employee handbook.~~

~~All non-exempt employees whose scheduled workweek is of at least 39 hours per week, excluding sick time, will be compensated at time and one-half for all hours worked over 40 hours per week. Time worked between 39 and 40 hours will be compensated at the regular rate of pay.~~

~~With respect to Saturdays, Sundays, and holidays, non-exempt employees shall be paid at the rate of time and one-half, provided the employees have worked a scheduled workweek of at least four days at eight hours per day and one day at seven hours, including village holidays, personal time, or vacation days' pay. However, unpaid time or sick time taken shall constitute forfeiture of the time and one-half rate and straight time shall be paid. If employees have worked the scheduled workweek of 39 hours, if the 40<sup>th</sup> hour is on a Saturday, Sunday, or holiday, the 40<sup>th</sup> hour will be paid at the overtime rate.~~

- ~~(2) —Vacation. Vacation time will continue to be awarded as follows: Eighty hours per year after one year of consecutive full-time employment; 120 hours per year after five years of consecutive full-time employment; 160 hours per year after ten years of consecutive full-time employment; and 200 hours per year after 20 years of consecutive full-time employment.~~

- ~~(3) —Paid time off. All paid time off (PTO) will be taken based on how many hours the employee was scheduled to work. For an entire week of PTO, an employee would use 39 hours. An employee would use eight hours of PTO to be paid for a day in which he or she was scheduled to work eight hours. The employee would use seven hours of PTO to be paid for a day in which he or she was scheduled to work seven hours.~~

~~Employees may not use PTO for time during which they were not scheduled to increase their weekly hours.~~

- ~~(4) —Holidays. All village-approved holidays will be paid at eight hours. If a holiday falls on a day in workday, the shortened day will need to be rescheduled for that week so that the total workweek hours, including the eight hours of holiday pay do not exceed the 39-hour work week.~~

~~(5) Insurance. Employees who work 39 hours will continue to maintain full time employee status and as such are eligible for the same insurance coverage which any employee who previously worked a 40 hour workweek was eligible.~~

~~(Ord. No. 09-84, § 1, 6-1-2009; Ord. No. 10-98, § 1, 6-7-2010; Ord. No. 12-94, § 1, 5-21-2012; Ord. No. 18-006a, § 2, 1-4-2018)~~

## Sec. 62-105. Part-time paid time off.

Effective January 1, 2024, part-time and seasonal employees, except part-time sworn police officers, shall be eligible for paid time off (PTO) as described ~~below in this section.~~

- (1) PTO shall be available for use ninety (90) days after date of hire for new employees and ninety (90) days after the effective date of this policy for current employees who are new to PTO. Current employees who already receive PTO will continue to utilize their existing PTO allotment. Future PTO will be based on the appropriate employee classification identified in section 5 of this policy.
- (2) Employees requesting to use PTO for a planned absence are required to request PTO from their supervisor as far in advance of the dates requested as practicable; however, a minimum of seven (7) calendar days notice is expected. All requests shall be tentatively approved by the department head, subject to final approval of the village manager, and will depend on the maintenance of adequate staffing levels within the village.
- (3) Employees who need to use PTO for an unplanned absence must give notification to the supervisor at least thirty (30) minutes before the start of their shift. The village reserves the right to address abuse of paid time off and/or excessive absenteeism with the employee.
- (4) PTO shall not be advanced.
- (5) Part-time and seasonal employees will receive PTO according to the following schedule:
  1. Year round, part-time employees with an established schedule set by the village:
    - a. Paid time off award:
      - i. After 90 days of employment, employees will be awarded one (1) week of PTO based on their anticipated schedule, which must be used by their first anniversary date.
      - ii. After one (1) year of consecutive service, employees will be awarded two (2) weeks of PTO proportionate to hours worked the previous year, which must be used by their next anniversary date.
      - iii. After five (5) years of consecutive service, employees will be awarded three (3) weeks of PTO proportionate to hours worked the previous year which must be used by their next anniversary date.
    - b. PTO may be used in increments as small as fifteen (15) minutes.
    - c. PTO awarded in one year shall not carry over to the next anniversary year.
    - d. Unused PTO from the current year shall be paid to the employee upon separation.
  2. Year-round, part-time employees with a variable schedule set by the employee (i.e. - part-time firefighters):
    - a. Paid time off accrual:

- i. Employees will accrue one (1) hour of paid time off for every forty (40) hours worked, up to a maximum of forty (40) hours per calendar year.
    - ii. Employees may begin to use accrued leave after ninety (90) days of employment, up to a maximum of forty (40) hours per calendar year.
  - b. PTO may be used in increments as small as two (2) hours; however, increments of fifteen (15) minutes may be used for PTO requests of more than two (2) hours.
    - i. For example, an employee may not use 1.75 hours of PTO; but they may use 4.25 hours of PTO.
  - c. Effective for the calendar year beginning 01/01/2025, ~~accrued but unused~~ PTO ~~remaining at the end of each calendar year~~ will be ~~paid out on the first pay period in February~~ carried over from one calendar year to the next; however, employees may not accrue, use or be paid more than forty (40) hours of PTO in any calendar year.
  - i. For example, if an employee accrued 40 hours of PTO between 01/01/2025 and 12/31/2025 and used 8 hours of PTO in that calendar year, on the first pay period in February 2026, they would be paid for 32 hours of PTO.
  - d. Accrued but unused PTO will not be paid to an employee upon separation.
    - i. ~~Employees rehired within 12 months will have their accrued but unused PTO reinstated.~~
- 3. Seasonal employees:
  - a. Paid time off accrual:
    - i. Employees will accrue one (1) hour of paid time off for every forty (40) hours worked.
    - ii. Employees may begin to use accrued leave after ninety (90) days of employment, up to a maximum of forty (40) hours per calendar year.
  - b. PTO may be used in increments as small as two (2) hours; however, increments of fifteen (15) minutes may be used for PTO requests of more than two (2) hours.
    - i. For example, an employee may not use 1.75 hours of PTO; but they may use 4.25 hours of PTO.
  - c. Unused PTO will be carried over from one calendar year to the next; however, employees may not use more than forty (40) hours of PTO in any calendar year.
  - d. Accrued but unused PTO will not be paid to an employee upon separation.
    - i. Employees rehired within twelve (12) months will have their accrued but unused PTO reinstated.
- (6) Status changes.
  - 1. Employees who transition from part-time to full-time employment will:
    - a. Retain unused PTO for use until their next employment anniversary (based on year-round, part-time date of hire) at which time they will receive a vacation award based on the full-time vacation award schedule (see section 62-98).
      - i. Part-time employees who are promoted into full-time positions will retain their part-time service credit for purposes of calculating eligibility for vacation leave.

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- b. Receive floating holidays in accordance with section 62-96 on the date full-time employment begins.
- c. Begin accruing sick leave under section 62-131 on the date full-time employment begins.
- 2. Employees who transition from seasonal to part-time employment with an established schedule set by the village will receive the greater of:
  - a. The existing PTO accrued as a seasonal employee; or
  - b. The award of one (1) week of PTO based on their anticipated schedule.
    - i. After the initial award, the employee will receive future PTO based on the procedures set forth in section 5 of this policy.

(Ord. No. 16-195, § 1, 12-8-2016; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-168, § 2, 12-14-2023)

#### **Sec. 62-106. Compensatory time policy.**

Non-exempt (hourly) employees who are eligible to be compensated for overtime as identified in section 62-93 or 62-94 will have the option of receiving cash overtime pay (same pay period) or compensatory time (accumulated at the same overtime rate – 1.5 hours for each overtime hour worked) up to a cap of 48 replenishable hours to be used as paid time off. For non-exempt employees, village holidays, floating holiday/personal time and vacation days' will be included in actual hours of work. If a non-exempt employee fails to specify how the individual over-time segments should be received, it will default to the method established by the department head for that position which will be communicated in writing to department staff, department administrative assistants, finance department, and human resources.

On the first pay period in December and the last pay period in April, a non-exempt employee may elect to be paid out for any amount of unused compensatory time. On the ~~first~~last pay period in ~~December~~April, a non-exempt, non-union employee will be paid out for any amount of unused compensatory time over 24 hours in their comp time bank at the employee's then current rate of pay; union employees will continue to follow their collective bargaining agreement for compensatory time pay out. In the event that a non-exempt employee is promoted to an exempt position, before the effective date of the promotion, the employee will be paid out for any unused compensatory time, accumulated as a non-exempt employee. Unused compensatory time will be paid out to a non-exempt employee at the time of separation from village service, whether that separation is voluntary or involuntary.

Exempt employees accumulate compensatory time at the rate of one hour for each regular hour of actual work in excess of 40 hours per week. In terms of exempt employees accumulating compensatory time, paid time off including holiday, vacation, personal, or other compensatory time, are not included as regular hours of actual work. Exempt employees can use no more than eight hours of compensatory time in any given pay period, unless otherwise directed by the village manager. Exempt employees may only use compensatory time accrued in the previous two pay periods in addition to time within same pay period. Exempt employees will not be paid out for any unused compensatory time.

For both non-exempt and exempt employees, the use of compensatory time shall be by mutual agreement between the employee and their supervisor, as scheduling permits.

(Ord. No. 18-006a, § 2, 1-4-2018)

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## Sec. 62-107. Insurance benefits policy and procedure.

- (a) *Purpose.* To document policy and procedure regarding eligibility of insurance benefits for full and part time employees of the village (also known as Policy PP-26, effective December 1, 2012).

The Patient Protection and Affordable Care Act of 2010 (PPACA) establishes certain regulations for individuals and employers and requires compliance over a specific time frame some of which will be addressed in this policy.

- (b) *Eligibility.*

- (1) *Full-time employees.* All full-time employees, as defined in section 62-2(1), except for specific job classifications as described below, are eligible to participate in the village's group major medical, dental, and life insurance programs. Insurance coverages shall commence after 30 days of full-time continuous employment with the village.
- (2) *Part-time employees.* All part-time employees, as defined in section 62-2(2), except for specific job classifications as described below, are eligible to participate in the village's group major medical and dental insurance programs. Insurance coverages shall commence after thirty (30) days of part-time continuous employment with the village.
- (3) *Part-time fire department employees.* This classification consists of paid-on-call and part-time fire department personnel that receive an hourly wage for hours worked. They are not salaried. Overtime is calculated based on 106 hours per two-week pay period for operations personnel and 40 hours per week for administrative personnel (EMA, administrative assistants, fire inspectors).

Titles in this classification include, but are not limited to:

- Paid-on-call personnel.
- Part-time firefighter, paramedic, lieutenant, captain, duty chief, deputy chief.
- Part-time training safety officer.
- Part-time administrative assistant.
- Part-time fire inspector, public education officers.
- Such other part-time positions as the village may designate from time to time.

All paid-on-call and part-time fire department personnel as defined above are eligible to participate in the village's group major medical insurance program ~~(dental is not included)~~. Only certain paid-on-call and part-time fire department personnel are eligible to participate in the village's life insurance program as described in the life insurance section of this policy.

Full-time village employees that are also paid-on-call or part-time fire department personnel working under a 7G agreement are paid according to those agreements. By virtue of their full-time positions, these personnel are treated the same as all other full-time village employees for benefit purposes.

- (c) *Group major medical insurance.*

- (1) *Full-time employees.* The village will pay for a portion of the cost of the coverage in accordance with village policies as established by the village board prior to the beginning of each fiscal year. Each employee electing such coverage shall be obligated to pay the remaining portion of the cost for his/her own coverage as well as the portion of the cost of family coverage if elected as determined by the village board prior to the beginning of each fiscal year. Employees who opt to not be covered by the village's group major medical insurance will be paid an annual stipend of \$2,000.00 (paid out in 26 checks), or such other amount as may be determined by the village board from time to time.

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- (2) *Part-time employees.* The village will pay for a small portion of the cost (11.5 percent) of the coverage in accordance with village policies. Each employee electing such coverage shall be obligated to pay the remaining portion of the cost for his/her own coverage as well as the portion of the cost of family coverage (88.5 percent).
  - (3) *Part-time fire department employees.* The village will pay for a small portion of the cost (11.5 percent) of the coverage in accordance with village policies. Each employee electing such coverage shall be obligated to pay the remaining portion of the cost for his/her own coverage as well as the portion of the cost of family coverage (88.5 percent).

The village may also provide a low benefit, low cost option designed to cover 60 percent of the cost of care.

(d) *Group dental insurance.*

- (1) *Full-time employees.* Group dental insurance shall be made available to all full-time employees and their families. If elected, insurance coverage shall commence after 30 days of full-time continuous employment with the village. The village will pay for a portion of the cost of the coverage in accordance with village policies as established by the village board prior to the beginning of each fiscal year. Each employee electing such coverage shall be obligated to pay the portion for family coverage if elected as determined by the village board prior to the beginning of each fiscal year.
- (2) *Part-time employees.* The village will pay for a small portion of the cost (11.5 percent) of the coverage in accordance with village policies. Each employee electing such coverage shall be obligated to pay the remaining portion of the cost for his/her own coverage as well as the portion of the cost of family coverage (88.5 percent).

(e) *Life insurance.* A term life insurance policy with a minimum of \$50,000.00 coverage shall be provided at the village's cost for any full-time employee while he/she is employed by the village. This life insurance policy terminates upon termination of employment except upon retirement when a retiree may opt to retain the life insurance policy at their cost.

Any paid-on-call member or part-time firefighter who works a minimum of 780 hours or more in a calendar year will be eligible for this life insurance, effective for the calendar immediately following a 780 hour year. Example: Firefighter works 780 hours from January 1, 2011 to December 31, 2011. The firefighter is eligible for life insurance for January 1, 2012 to December 31, 2012. This life insurance policy terminates upon termination of employment.

(f) *Health care reform.* According to the Patient Protection and Affordable Care Act, the only insurance benefit an employer must offer to an employee designated to be full-time according to this Act, is health insurance. Health insurance includes major medical, prescription, and may include vision.

- (1) *Designation of full-time and part-time.* The designation of an employee as full-time or part-time in this section simply identifies if they are considered a full-time employee in the Patient Protection and Affordable Care Act. The classifications in this health care reform section should not be confused with the classifications in the above eligibility section.

Employees that are designated as full-time for the purposes of this section, will be able to receive insurance. However, the contributions required for that insurance will be based on the employee's classification in the eligibility section, as applied to the various insurance benefits as described in their specific sections. Employees that are designated as part-time for the purposes of this section, may also be able to receive insurance as described above.

- (2) *Standard measurement period (SMP).* The SMP is the look back period to determine if the employee has worked an average of 30 hours per week. The village's SMP is November 1 through October 31 of each year.
- (3) *Stability period.* If an employee averages 30 hours per week, the employee is considered full-time for the stability period. If the employee averages less than 30 hours per week, the employee is considered

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(Supp. No. 21, Update 3)

part-time for the stability period. The village's stability period is from January 1 through December 31 of each year.

If an employee's hours change such that their status changes from FT to PT or PT to FT during the stability period, no changes will occur in insurance designation either way. Example: An employee is determined to be full-time during the SMP and elects to enroll in the village's insurance. If the employee's hours drop substantially and the employee essentially becomes part-time again, the employee will remain classified as a full-time employee for the purpose of Health Care Reform and may remain enrolled in insurance until the stability period has ended; after such time the employee may be eligible for COBRA.

- (4) *Administrative period* The administrative period is the time allowed for eligible employee to decide whether or not to enroll in the village's insurance and time for village staff to administer the enrollment. The village's administrative period is November 1 through December 31 of each year.

(Ord. No. 18-006a, § 2, 1-4-2018)

**Secs. 62-108—62-130. Reserved.**

## ***ARTICLE V. LEAVES OF ABSENCE***

### **Sec. 62-131. Sick leave.**

Sick leave is a privilege, not a right, extended to all full-time employees. Sick leave is accrued on the basis of eight hours for each full month of service. Sick leave may not be used as additional vacation time. Abuse of sick leave privileges is sufficient cause for discipline, up to and including termination of employment with the village. Further, employees may not convert pre-established paid leave (vacation, compensatory time, or personal time) to sick leave.

- (1) *Reporting.* In cases where an employee cannot report for duty due to illness, the employee must advise his or her supervisor or department no later than 30 minutes before the employee's scheduled starting time on the day of the absence.
- (2) *Doctor's certificate required.* Supervisors may require a doctor's certificate from employees who are absent due to illness. A doctor's certificate will be required in all cases where absences are three or more consecutive work days or any absence adjacent to other paid time off. At the village's discretion, employees may also be required to submit to a medical examination by a physician designated by the village. Sick leave shall not be payable if, in the opinion of the village physician, the absence was not necessary.
- (3) *Change in employment status.* In the event of a change in employment status from full-time to part-time, any unused sick time will remain on the books and can be used during the part-time status.
- (4) *Longevity/retirement sick leave payout.* Provided that an employee has given proper notice of separation, an employee shall be paid for unused and accrued sick leave up to a maximum of 120 working days upon such employee's separation from village service, only where that employee has served 20 or more consecutive years of full-time employment with the village, or if the employee has reached the minimum retirement age and has become vested in the applicable pension fund to be paid out at the following payout schedule:
  1. Employees hired in a full-time capacity prior to January 1, 2018, will be paid ~~100%-percent~~ for unused and accrued sick leave up to a maximum of one hundred twenty (120) working days.

2. Employees hired in a full-time capacity on or after January 1, 2018, will be paid for 50%-percent of unused and accrued sick leave up to a maximum payment of one hundred twenty (120) working days. (For example, if an employee hired after January 1, 2018, has 200 unused and accrued sick days, they would be paid for 100 days (50%-percent of 200), leaving 100 days unpaid. If an employee has 250 unused and accrued sick days, they would be paid for 120 days (50%-percent of 250 days would be 125 ~~days~~), but the maximum payout is 120 days), leaving 130 unpaid days).
3. Employees participating in the Illinois Municipal Retirement Fund (IMRF) may have any remaining unused and accrued sick days submitted to IMRF for potential service credit.
4. An employee who is terminated, laid off, or otherwise dismissed by the village is not eligible for sick leave payout. An employee who receives notice of layoff who subsequently gives notice to retire or resign prior to the effective date of the layoff may still be eligible for sick leave payout if they/he/she meets the requirements of this subsection (4).
- (5) *Use of leave for covered family members.* An employee also may use sick leave benefits accrued pursuant to this section 62-131 for absences due to an illness, injury, medical appointments or personal care of the employee's "covered family member", for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which an employee is able to use sick leave benefits for the employee's own illness or injury. For purposes of this section only, the phrase "covered family member" means the employee's child, stepchild, spouse, civil union or domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

(Ord. No. 07-156, 10-15-2007; Ord. No. 09-54, § 1, 4-20-2009; Ord. No. 10-35, § 1, 2-16-2010; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023; Ord. No. 23-168, § 2, 12-14-2023)

#### Sec. 62-132. Bereavement leave.

Full-time or regular, part-time village employees may be granted emergency leave of absence with pay in cases of death of an immediate family member. Such leave shall be granted only upon the recommendation of an employee's department head, and is subject to approval by the village manager. Upon approval, such employees may be granted and compensated for up to a maximum of three consecutive working days for bereavement leave. Paid leave for this purpose will not be granted in instances where the bereavement leave occurs on a paid holiday, previously scheduled days off, weekends, or in any case where payment under this section would result in paying twice for the same time off. Further, employees may not convert pre-established paid leave (vacation, compensatory time, or personal time) to bereavement leave. However, if circumstances require more than the maximum three days paid bereavement leave, department heads shall consider the short-notice approval of other available vacation or personal time off.

**Family Bereavement Leave Act (formerly Child Bereavement Leave Act).** Provided they have worked at least 1,250 hours in the preceding 12-months, full-time or part-time employees who suffer the loss of a covered family member, which includes a child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, will receive up to two weeks (ten working days) of unpaid family bereavement leave for the purposes of:

- (1) Making arrangements made necessary by the covered family member's passing;
- (2) Attending the funeral or funeral alternative;
- (3) Grieving;
- (4) Being absent from work due to:
  - a. Miscarriage;

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- b. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e. - artificial insemination or embryo transfer);
- c. A failed adoption match or an adoption that is not finalized because it is contested by another party;
- d. A failed surrogacy agreement;
- e. A diagnosis that negatively impacts pregnancy;
- f. A stillbirth.

If an employee suffers the loss of more than one covered family member in a 12-month period, they may be entitled to a maximum of six weeks (30 working days) of bereavement leave in the 12-month period. Family bereavement leave is not available if the employee has exhausted all leave allowed under the Family and Medical Leave Act (FMLA). Similar to FMLA, employees are required to use all available paid leave concurrent with family bereavement leave before taking unpaid time. Family bereavement leave must be taken within 60 days of the date the employee is notified of the covered family member's death, and documentation to substantiate the need for leave may be required (except for leave requested for circumstances in subsection (4) above).

**Child Extended Bereavement Leave Act (effective January 1, 2024).** Provided they have worked for the village for at least two (2) weeks, full-time employees who suffer the loss of a child, including biological, adopted or foster child, stepchild, legal ward or child for whom they are standing in loco parentis, by suicide or homicide will receive up to ~~six~~ 6 weeks (30 working days) of unpaid leave. Child extended bereavement leave is not available if the employee has exhausted all leave allowed under the Family and Medical Leave Act (FMLA) or any other paid or unpaid leave provision available under federal/state/local law, collective bargaining agreement or other village benefit program/plan.

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Similar to FMLA, employees are required to use all available paid leave concurrent with child extended bereavement leave before taking unpaid time. This leave may be taken on a continuous or intermittent basis (in minimum increments of at least ~~four~~ 4 hours) but must be completed within one year after the village is notified of the loss. Documentation to substantiate the need for leave may be required.

An employee who uses leave under the Child Extended Bereavement Leave Act may not take leave under the Family Bereavement Leave Act (formerly Child Bereavement Leave Act) for the loss of the same child.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023; Ord. No. 23-168, § 2, 12-14-2023)

### Sec. 62-133. Jury duty.

Full-time village employees shall receive full pay for time not worked while serving on jury duty or testifying as a witness at the request of the village, or testifying under subpoena to matters related to their employment with the village. Such employees are required to endorse to the village any payment received for such jury or witness duty. No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the village, its officers or employees.

(Ord. No. 07-156, 10-15-2007)

### Sec. 62-134. Military service.

Employees inducted into active military service or who are otherwise required to be absent from work to fulfill military obligations will, upon proper notification of the need for leave, be granted a leave of absence for the period of military service and shall be compensated and reinstated without loss of seniority or other benefits,



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provided they return to village service in compliance with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), Illinois Service Member Employment and Reemployment Rights Act (ISERRA), and related laws pertaining to military service.

(Ord. No. 07-156, 10-15-2007; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023)

#### **Sec. 62-135. Absences due to job related injuries.**

Village employees may be eligible to benefits under the Illinois Workers' Compensation Act for injuries sustained in the course of employment. Such eligibility and benefits are set forth in the Illinois Workers' Compensation laws. A copy of the "Handbook on Workers' Compensation and Occupational Diseases" is available from human resources or at [www.iwcc.il.gov](http://www.iwcc.il.gov).

- (a) *Reporting an on-the-job injury:* If an employee believes he/she has suffered an injury or illness related to employment with the village, the employee must immediately report the injury or illness to a supervisor, or no later than the end of the business day on which the injury occurred. All injuries, including those that do not require emergency medical care must be reported. Injuries that do not require medical care are reported on an employee first aid/incident report. Upon being advised of an injury or illness, the employee's supervisor will complete an Illinois Industrial Commission Form 45 (also known as the Employer's First Report of Injury or Illness), and a supervisor's accident investigation report (see human resources or the employee intranet for copies of these forms). The employee will complete the employee statement form, and any witnesses will complete the witness statement form. The originals of all reports along with any other related data and pictures shall be completed and emailed to our third party claims administrator (IRMA) as well as to human resources within 48 hours of receiving notice of the incident. The departmental safety committees shall review copies of the reports as well as the executive safety committee.
  - (1) The director or supervisor of a department shall contact the risk manager (human resources director) immediately, at any time, 24 hours a day, in the event of an injury or illness, or of a death.
  - (2) Upon receiving verbal notice of an injury or illness requiring emergency medical care, or death; or after receiving the completed reports of a less serious injury or illness, the risk manager (human resources director) will follow up on the claim with the village's third party claims administrator.
- (b) *Adjudication of a workers' compensation claim.* The village's third party claims administrator will, in conjunction with the risk manager (human resources director), investigate the circumstances surrounding the injury, illness, or death of an employee. In accordance with applicable law, the third party claims administrator will determine if the employee's injury, illness, or death is compensable. If the claim for benefits is determined to be compensable, the third party claims administrator shall distribute all appropriate benefits. If the claim is determined not to be compensable, the third party administrator will notify the employee, or beneficiary if a death, in writing of the denial. If an employee disagrees with the determination made by the third party claims administrator, or for any other reason, the employee is entitled to file a claim for adjustment with the Illinois Industrial Commission.
- (c) *Benefits while on a workers' compensation absence.* In the event the third party claims administrator determines that the injury, illness, or death is compensable, employees are entitled to, but not limited to, the following benefits:
  - (1) *Medical benefits.* The village will pay all medical bills related to an employee's injury or illness that are determined to be reasonable and customary by the third party claims administrator. Employees requiring medical treatment while on duty will be directed to the village's occupational health provider. The name and location of the occupational health provider is

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posted in all village facilities. Employees needing care will be treated and if necessary transported to an emergency care facility. Employees receiving medical treatment must forward all medical bills to the risk manager (human resources director).

- (2) *Light duty.* The village makes every effort to return employees to work in a light duty capacity during recovery within the scope of specific work restrictions as determined by a health care provider.

It is the responsibility of all employees to notify the treating health care providers of the village's availability of light duty, as well as notifying the department when released for light duty work.

- (3) *Injured on duty.* For the first three days an employee is authorized off work by the treating health care provider due to an injury or illness, the employee must use time from accrued sick leave, or any other category of paid time off leave if the employee does not have sick leave remaining; unless PEDAs apply (see below).
- (4) *Temporary total disability (TTD).* Employees authorized off work for more than three days are entitled to temporary total disability (TTD) benefits. TTD benefits are paid at 66% percent of employee's average weekly wage. Average weekly wages are calculated on injured employee's regular wages for the 52 weeks prior to the date of injury. Employees are entitled to TTD benefits for as long as the employee is authorized off work due to the injury or illness, or until the employee has reached maximum medical improvement as determined by a health care provider. However, these TTD benefits are released to the village, as the employee receives their full rate of pay during the time of authorized injury or illness.
- (5) *Permanent partial disability (PPD).* An employee may suffer a permanent partial disability (PPD) as a result of an injury or illness. An employee may be entitled to compensation for this disability. The Workers' Compensation Act determines the amount of PPD compensation.
- (6) *Permanent total disability (PTD).* If an employee reaches the maximum medical improvement and is still medically unable to return to work, the employee may be entitled to permanent total disability benefits (PTD). These benefits are paid at a rate determined under the Workers' Compensation Act.
- (7) *Survivors benefits.* In the event of an employee's death, spouses and dependents are eligible for survivor's benefits as determined under the Workers' Compensation Act.
- (8) *Public Employees Disability Act (PEDA).* For the duration of up to one year, under the Public Employees Disability Act (PEDA), a sworn police or fire employee is eligible for compensation equal to 100 percent of their salary if the employee is off work due to a compensable injury or illness that occurred on duty.
- (9) *Illinois municipal retirement fund (IMRF) employees.* TTD payments received by an employee due to an on-the-job injury or illness are not considered 'earnings' by IMRF. Such time off of work, although authorized and receiving TTD payments, does not count as service time for the purpose of calculating future pension benefits. IMRF service time may be received during such periods by applying for an IMRF disability on forms available through IMRF or human resources.

An employee is only entitled to lost time benefits if a health care provider authorizes time off work due to a compensable injury or illness. Upon returning to work after an injury or illness, the employee will be required to use benefit time, other than workers' compensation benefits, to attend any medical appointment during scheduled hours of work. IRMA does not pay TTD payments for work time missed to attend medical appointments during scheduled work hours unless attending a medical appointment requested by the village.

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- (d) *Release to return to work.* An employee authorized off work or released to a light duty assignment must have a duty status report completed by the treating health care provider.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-136. Family Medical Leave Act.**

Employees who have worked for the village for the past 12 months, and for at least 1,250 hours, may request up to 12 weeks of unpaid leave in accordance with the provisions of the Family Medical Leave Act of 1993 ("FMLA"). Such leave may be requested for the following reasons:

- The birth and care of the newborn child of an employee;
- The placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (defined by FMLA as a spouse, child or parent) with a serious health condition;
- To take medical leave when the employee is unable to work because of serious health condition; or
- Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

The employee requesting FMLA leave shall make a written request, stating the reasons for such request, and the date desired for the start of the leave and probable date of return to work. FMLA leave shall not exceed a maximum combined total of 12 weeks in any 12-month period.

FMLA leave is further explained within the Family Medical Leave Act of 1993 and within the village's policy entitled "Family Medical Leave Act Policy and Procedure."

(Ord. No. 07-156, 10-15-2007; Ord. No. 12-128, § 1, 8-6-2012)

#### **Sec. 62-137. General leaves of absence.**

- (a) *[General leave.]* Village full-time employees may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the village manager. Such leave may be requested for:
- (1) The continuation or completion of a certificate, or pursuit of an accredited degree related to employment;
  - (2) To recover from a physical illness or to attend to a family illness not covered by FMLA;
  - (3) To take care of other personal matters not covered by FMLA.
- (b) *Procedure.* Employees may submit a written request to their department head asking for a leave of absence without pay pursuant to this section. The request must state forth the reasons for the request, the date desired for the start of the leave and the probable date of return. The request will be reviewed by the department head and village manager. An employee is required to exhaust any available paid vacation, personal, and compensatory time before unpaid general leave of absence is commenced.
- (c) *Benefits.* If a leave of absence pursuant to this section exceeds 30 consecutive calendar days, the employee may, at the employee's option, remain a member of any group hospital or medical plan provided by the village to its employees, provided the employee pays the full monthly premium for such coverage to the

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village. The employee is required to begin paying this premium beginning on the 31st consecutive day of leave. The premium shall include or exclude coverage for dependents at the option of the employee.

- (d) *Extension of other benefits.* The village manager may extend health/life insurance coverage for up to 24 months to long tenure full-time employees when an employee can show good cause for such an extension. "Long tenure" is defined as employment with the village for at least five years. An employee taking a leave of absence pursuant to this section is not entitled to accrue any other employment benefit during the leave, including, but not limited to, vacation, sick and holiday leave.
- (e) *Resignation.* A village employee who fails to return from a general leave of absence pursuant to this section on the designated return date, either as originally agreed or as extended by agreement, shall be considered as having resigned his or her employment position with the village.

(Ord. No. 07-156, 10-15-2007; Ord. No. 13-168, § 1, 8-8-2013)

#### **Sec. 62-138. Illinois Pregnancy Accommodation Act.**

The village complies with the Illinois Pregnancy Accommodation Act (the "Act"), 775 ILCS 5/1, et seq. Generally, the Act prohibits discrimination against individuals based on pregnancy and childbirth and covers job applicants as well as part-time, full-time and probationary employees. It further gives protected individuals opportunities to request reasonable accommodations for medical or common conditions related to pregnancy or childbirth.

Employees should not rely on the first paragraph of this subsection to become fully informed about the Act or its implications. Understanding the protections, obligations and remedies provided by the Act requires review of the entire Act. A copy of the Act may be reviewed and/or obtained at the website of the Illinois Department of Human Rights ([www.illinois.gov/dhr](http://www.illinois.gov/dhr)) or from the village's human resources department. The village has displayed posters required by the Act at various prominent locations in village buildings.

(Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023)

#### **Sec. 62-139. Victim's Economic Security and Safety Act (VESSA).**

- (a) *Policy and requirements.*

In accordance with the Illinois Victims' Economic Security and Safety Act, 820 ILCS 180/1, et seq. (VESSA), an employee is entitled to leave and/or reasonable accommodations for one of the following reasons:

- (1) To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, gender or any other crime of violence to the employee or an employee's family or household member; or
- (2) To obtain services from a victim services organization for the employee or an employee's family or household member; or
- (3) To obtain psychological or other counseling for the employee or an employee's family or household member; or
- (4) To participate in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee or an employee's family or household member from future domestic or sexual violence or to ensure economic security; or

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- (5) To seek legal assistance or remedies to ensure the health and safety of the employee or an employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
  - (6) To attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence; or
  - (7) To make arrangements necessitated by the death of a family or household member that is killed in a crime of violence; or
  - (8) To grieve the death of a family or household member who is killed in a crime of violence.

For reasons one (1) through five (5) above, an eligible employee is entitled to up to twelve (12) workweeks of unpaid leave during a rolling twelve (12)-month period from the date of occurrence. For reasons six (6) through eight (8) above, an eligible employee is entitled to two (2) workweeks of unpaid leave during a rolling 12-month period from the date of occurrence, which must be completed within 60 days of the employee receiving notice of the death of the victim. The employee may still be entitled to additional protected time off under VESSA during the same 12-month period for other qualifying reasons. Said leave may be taken consecutively or on an intermittent or reduced work schedule basis. VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under FMLA, will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives short term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

If the employee is covered under Family Bereavement Leave Act (FBLA), the amended VESSA reasons for leave ~~does~~ not create a right for an employee to take bereavement leave that exceeds or is in addition to leave to which the employee is entitled under FBLA. If the employee is not entitled to leave under FBLA, any leave taken for reasons six (6) through eight (8) will be deducted from the total amount of leave time for which they are eligible.

An employee can substitute available paid vacation, sick, personal or similar leave for unpaid VESSA leave as is appropriate for the employee's situation. Such paid leave must be taken in accordance with the terms of this policy. The substitution of paid leave for unpaid leave under VESSA does not extend the twelve (12) week leave period for leave reasons one (1) through five (5) or the two (2) workweek leave period for reasons six (6) through eight (8). In the event there is no deduction made for health insurance premiums, the employee is responsible for remitting payment to the village for monthly premiums.

The employee is required to provide the village with at least forty-eight (48) hours advance notice, if possible, of the employee's intention to take a VESSA leave. If the employee is unable to provide advance notice, the employee must provide notice when the employee is able to do so within a reasonable period of time. Failure to provide the required notice may result in treatment of the absences as unexcused.

For leave reasons one (1) through five (5), the employee is required to submit a certification that the employee or the employee's family or household member is a victim of domestic, sexual, gender or any other crime of violence and that a leave is needed for one of the listed VESSA purposes. This VESSA certification may be satisfied by a sworn statement from the employee and another piece of corroborating evidence, if available, such as a police, court or military record, documentation from a victim service organization, attorney, clergy, medical or other professional from whom assistance has been sought. For leave reasons six (6) through eight (8), the employee is permitted to submit a death certificate, published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency documenting that victim was killed in a crime of violence.

(b) *Definitions.*

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(Supp. No. 21, Update 3)

*Child* means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

*Crime of violence* means any conduct prescribed by articles 9, 11, 12, 26.5, 29D and 33A of the Criminal Code of 2012 or a similar provision of the Criminal Code of 1961, in addition to conduct proscribed by articles of the Criminal Code of 2012 referenced in other definitions of this section.

*Domestic violence, sexual violence or gender violence* means domestic abuse, sexual assault, gender violence or stalking.

*Eligible employee* means an active village employee receiving compensation who experiences at least one of the qualifying reasons listed in section (a), *Policy and requirements*.

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*Family or household member*, means a spouse, party to a civil union, parent, grandparent, child, grandchild, sibling, any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household.

*Parent* means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

*Qualified individual* means an individual who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires.

(c) *Insurance payments.*

While on VESSA leave, the employee and the village shall continue to pay for their proportionate share of the village's group health, dental and vision coverage, if the employee is enrolled in said plans at the time VESSA leave starts. Failure of the employee to make the employee's proportionate health, dental and vision insurance payments may result in cessation of coverage for the employee. The village can recover the cost of any premiums paid on behalf of an employee on VESSA leave who fails to return to work after exhausting their leave, unless the continuation, recurrence or onset of domestic, sexual, gender or other crime of violence or an event beyond the employee's control prevents their return.

(d) *Confidentiality.*

All information provided to the village shall be retained in the strictest confidence, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable federal or state law.

(e) *Accruals.*

During a VESSA leave, pension service will continue to accrue in certain circumstances; however, no sick, vacation, personal or holiday leave benefits, or seniority benefits will accrue to the employee during an unpaid leave. An employee remains entitled to their benefit time that accrued prior to the leave. An employee on VESSA leave is encouraged to discuss these potential accruals with the human resources department.

(f) *Employee status after VESSA leave.*

If an employee wishes to return to work at the expiration of the employee's leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If an employee takes leave because of the employee's own medical condition, the employee is required to provide medical certification that the employee is fit to resume work.

(g) *Reasonable accommodations.*

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The village supports VESSA and will attempt to provide reasonable accommodations in a timely fashion for employees who are entitled to reasonable accommodations under VESSA, unless such accommodations would present an undue hardship for the village or unless the employee cannot perform the essential functions of the job even with the reasonable accommodation or unless reasonable accommodations are not required by law.

Reasonable accommodation applies to employees who are otherwise qualified individuals and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic or sexual violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic or sexual violence.

Should an employee wish to request a reasonable accommodation pursuant to this policy, the employee should contact the human resources director in writing.

(Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023; Ord. No. 23-168, § 2, 12-14-2023)

#### **Sec. 62-140. Voting leave.**

The village encourages its employees to exercise their right to vote. In accordance with the Illinois Election Code, 10 ILCS 5/17-15, an employee will be permitted up to two hours of paid leave for voting purposes during a general or special election, unless the employee has time to vote before or after work while the polls are open. Such leave will be granted only if the employee's normal work schedule begins less than two hours after the opening of polls and ends less than two hours before the closing of polls. Employees should notify their supervisors at least one day in advance of the absence. The supervisor may specify the hours during which the employee may be excused with pay to vote.

(Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-141. School visitation leave.**

If an employee finds it necessary to attend school conferences, behavioral meetings or academic meetings for their dependent children during working hours, the employee may be granted up to a total of eight hours each school year, with a maximum of four hours per occurrence. An employee must use all vacation leave, personal leave, compensatory leave, and any other leave except sick leave and disability leave, prior to non-paid time off approval in accordance with the School Visitation Rights Act, 820 ILCS 147/1. An employee must also provide the village with a written request for leave at least seven days in advance unless it is an emergency situation, in which case 24 hours' notice is required. Employees may not be terminated for absences from work that are solely due to their attendance at school conferences, behavioral meetings or academic meetings.

(Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023; Ord. No. 23-167, § 2, 12-14-2023)

#### **Sec. 62-142. Local Government Disaster Service Volunteer Act.**

In accordance with the Disaster Service Volunteer Leave Act, 50 ILCS 122/1, an employee who is a certified disaster service volunteer of the American Red Cross or assigned to the Illinois Emergency Management Agency, may be granted leave from work with pay for no more than 20 working days in a 12-month period due to participation in specialized disaster relief services.

(Ord. No. 18-006a, § 2, 1-4-2018)

#### Sec. 62-143. Blood and organ donation leave.

In accordance with the Employee Blood and Organ Donation Leave Act, 820 ILCS 149, a full-time employee who has been employed at least 6 months is eligible to receive paid leave for blood or organ donation. Eligible employee's may use up to one (1) hour of leave every fifty-six (56) days for the purpose of donating blood and up to ten (10) days of leave in any twelve (12)-month period to serve as an organ donor, which includes those organs able to be donated by a living donor, such as kidney, liver, lung, pancreas, intestine, bone and skin. Blood donation should be scheduled during non-work hours when possible. Leave for blood donation must be approved by the employee's department head, and leave for organ donation must be approved through human resources. Medical verification of both types of leave is required.

(Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-168, § 2, 12-14-2023)

#### Sec. 62-144. Pregnant Workers Fairness Act (PWFA)

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The village complies with the Pregnant Workers Fairness Act (PWFA). Generally, the PWFA requires covered employers to provide reasonable accommodations for known limitations of pregnancy, childbirth and/or related medical conditions, including new and pre-existing conditions aggravated by pregnancy, unless doing so would present an undue hardship. The PWFA covers qualified job applicants as well as qualified part-time, full-time and probationary employees. A qualified applicant or employee is someone who can perform the essential functions of the position, with specified exceptions, with or without a reasonable accommodation.

Employees should not rely on the first paragraph of this subsection to become fully informed about the PWFA or its implications. Understanding the protections, obligations and remedies provided by the PWFA requires review of the entire Act. A copy of the Act may be reviewed and/or obtained at the website of the US Equal Employment Opportunity Commission ([www.eeoc.gov/pregnancy-discrimination](http://www.eeoc.gov/pregnancy-discrimination)) or from the village's human resources department. The village has displayed posters required by the Act at various prominent locations in village buildings.

Secs. 62-14~~5~~4—62-155. Reserved.

### ARTICLE VI. DISCIPLINE

#### Sec. 62-156. General/at-will employment.

- (a) Except for employees who may be subject to a separate contract or agreement, or the rules and regulations of the fire and police commission, village employees are "at will" employees and may be dismissed from employment at any time, with or without cause. Adverse actions taken regarding an employee shall be classified as disciplinary or non-disciplinary in nature.
- (b) Village employees are expected to maintain reasonable standards of performance and conduct. Employees are to use good judgment ~~in their positions~~ and treat other employees, ~~and~~ citizens of the village ~~and the general public~~ properly. The village has established certain guidelines, rules and procedures ~~regarding disciplinary actions~~ which must be followed by employees. However, none of these guidelines, rules and procedures are intended to create a requirement of cause for termination of an employee.

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- (c) Although village employees may be discharged from employment with or without cause, when a disciplinary action is involved, the village supervisor shall take into account the seriousness of an offense, the employee's previous work record, and any other relevant information, when determining the type of discipline appropriate for an offense. It is the general policy of the village to apply progressive discipline where possible and practical. However, progressive discipline is not mandatory, and employees who commit serious first offenses will receive appropriate discipline, up to and including termination of employment.
- (d) Nothing described in this section shall apply to reductions in force or reassignments due to reorganization or economic decisions of the village as further described in section 62-237 herein. The village retains the sole right to determine staffing level needs and organizational structure. Employee demotions, transfers, reassignments or discharges arising out of such reorganizations or reductions in force shall not be considered disciplinary action pursuant to this section.

(Ord. No. 07-156, 10-15-2007)

#### **Sec. 62-157. Cause for disciplinary action.**

Just cause for disciplinary action, up to and including termination of employment, shall include, but is not limited to, the following actions:

- (1) The employee has violated any provisions of this section or department policies, rules or regulations.
- (2) The employee has been under the influence of i) a prescription medication taken in a manner other than that prescribed by the employee's doctor; ii) intoxicating liquor; iii) cannabis, or iv) a controlled substance while on duty, operating village property or equipment, or performing duties associated with the employee's position with the village.
- (3) The employee has been convicted of a felony or a misdemeanor involving moral turpitude or moral depravity as specified in state statutes or village ordinance.
- (4) The employee has violated any lawful official regulation or order, or has failed to obey any proper direction made and given by a supervisor or another party acting at the direction of a supervisor.
- (5) The employee has been guilty of insubordination or conduct tending to bring the village or its employees into disgrace or discredit.
- (6) The employee is offensive or uncivil in his conduct or language in public or towards the public, village officials or fellow employees while either on or off duty.
- (7) The employee is incompetent, inefficient, or negligent in the performance of the duties of his position.
- (8) The employee is careless or negligent with the monies of the village.
- (9) The employee has failed to pay or make reasonable provisions for future payment of his debts to such an extent that such failure is detrimental to the reputation of the village.
- (10) The employee has used, threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay rate or character of work.
- (11) The employee has induced, or has attempted to induce, an employee of the village to commit an unlawful act or to act in violation of any lawful department or official regulation or order.
- (12) The employee has taken for his personal use from any person any fee, gift or other valuable thing in the course of his work, or in connection with it, when such gift or other valuable thing may create a reasonable perception that the action will result in better treatment than that accorded to any other person.

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- (13) The employee has engaged in outside business activities on village time, or has used village property for such activity.
  - (14) The employee has failed to maintain a satisfactory attendance record, which may include habitual tardiness or absenteeism, including unreported absences.
  - (15) The employee has abused the sick leave privilege.
  - (16) The employee has been negligent or careless in the operation of village property.
  - (17) The employee has violated the village's policy regarding harassment or sexual harassment.
  - (18) The employee commits any act which endangers the safety, health, or well-being of another person, which is of such magnitude that the consequences act to cause a work disruption or unfavorable view of the village generally.
  - (19) The employee has committed theft or willful destruction of village property or the property of any other village employee.
  - (20) The employee has falsified or improperly amended time sheets, personnel records, employment applications or any other village records.
  - (21) The employee knowingly and intentionally made a false written or oral report or statement including, but not limited to, records pertaining to the employee's time and attendance, performance of duties, internal inquiry, personnel records, employment applications, and request for sick or bereavement leave.
  - (22) The employee has his/her driving privileges suspended or revoked or is prohibited from possessing or carrying a firearm when such activities are a necessary part of the employee's duties.
  - (23) Refusal to comply with a request for drug screening or alcohol testing where reasonable suspicion exists or where required by collective bargaining agreement, or state or federal laws, or the failure of the employee to submit to treatment or follow up testing for alcohol or drug abuse after testing positively in random, post-accident, or reasonable suspicion testing.
  - (24) Refusal to contact EAP in a timely manner following a mandatory referral, or failure to remain in compliance with the treatment as directed.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-158. General procedure for disciplinary action.**

Disciplinary action may range from oral notification of an employee's unsatisfactory performance, written reprimand, suspension and/or termination of employment.

- (1) *Oral notification to employee of unacceptable performance.* Should an employee's performance, attitude, work habits or personal conduct fall below an acceptable level, but not rise to the level of immediate termination, the employee's supervisor shall promptly notify the employee of such problem, and if practicable, assist the employee to improve himself. The supervisor may allow a reasonable period of time for such improvement, if practicable. The supervisor will also document the notification of unacceptable performance in writing. A copy of such writing shall be filed in the employee's personnel file.
- (2) *Written reprimand.* Written warnings and reprimands will be used for repeated misconduct of a minor nature or for more serious misconduct which does not warrant suspension, demotion or termination. A written reprimand is considered more serious than an oral reprimand, but less serious than

suspension, demotion or termination. A copy of an employee's written reprimand shall be filed in the ~~ir~~  
~~employee's~~ personnel file.

- (3) *Suspension.* An employee may be suspended without pay by a department head with approval by the village manager or their designee for reasons of misconduct, negligence, inefficiency, insubordination, unauthorized absence or any other justifiable reason not prohibited by the Fair Labor Standards Act, where lesser action would be inappropriate, or after previous oral or written reprimands. Employee's may not choose to substitute paid leave for an otherwise unpaid disciplinary suspension, though such substitution may occur if required by the Fair Labor Standards Act. The department head shall notify the human resources director in writing no later than 24 hours after the commencement of the suspension. Department heads may suspend an employee for a maximum of five days without prior approval of the village manager. For suspension periods longer than five days, approval of the village manager shall be obtained prior to notification of an employee. A copy of an employee's suspension documentation shall be filed in their personnel file.
- (4) *Termination.* An employee may be terminated by ~~their~~ department head ~~upon~~ with approval ~~for such action~~ by the village manager or their designee. A copy of an employee's termination documentation shall be filed in their personnel file.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-159. Criminal charges arising out of employment with the village.**

- (a) *Suspension.* Subject to Fair Labor Standards Act provisions regarding suspensions, any employee charged with a criminal offense, occurring in the course of employment with the village or arising out of such employment, may be suspended with the approval of the village manager from all rights, assignments, duties and employment with the village.
- (b) *Partial payment of salary.* The village manager may authorize continued payment of 50 percent of regular salary to the employees suspended under this section, unless the village manager shall find that the public safety, the ability of the village to render public service, or the public confidence in the village government would be impaired.
- (c) *Termination of suspension.* The suspension from village employment pursuant to this section may be terminated by the village manager and back pay awarded to the employee if he is found not guilty, or if the criminal charge as indicated herein is dropped.
- (d) *Exception to provisions.* Except with the express approval of the village board of trustees, the provisions of this section shall not apply if the employee accepts other employment during the period of time that the criminal charges are pending. Additionally, nothing herein shall bar disciplinary action against such employees, up to and including termination, based upon the acts or omissions of the employee which are related to the pending criminal charge.

(Ord. No. 07-156, 10-15-2007)

#### **Secs. 62-160—62-180. Reserved.**

### **ARTICLE VII. GRIEVANCES AND APPEALS**

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### **Sec. 62-181. In general.**

Village employees are encouraged to promptly bring to the attention of their immediate supervisor any concern, complaint, question, or grievance which relates to their work situation. If for some reason an immediate supervisor is not an appropriate person to whom a particular concern can be brought, employees should either contact their department head or the human resources director. If either their department head or human resources director is not an appropriate person to whom a particular concern can be brought because of the nature of the issue, employees should contact the village manager. The village manager shall report to the village board any serious work-related concern which has been presented to him by village employees.

It is the policy of the village to attempt to conduct personnel actions that are fair, and that provide an open line of communication with village employees. It is the desire of the village to adjust the causes of grievances informally, and both supervisors and employees are expected to make every effort to resolve problems in an open, direct and efficient manner.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

### **Sec. 62-182. Procedure for grievances.**

The following procedures shall govern the consideration of employee grievances except those covered by contract:

- (1) An employee may present a grievance, or have an employee committee, selected by the employee, present the grievance on behalf of the employee. The following is the order for submission of a grievance.
  - a. Immediate supervisor.
  - b. Department head.
  - c. Human resources director.
  - d. Village manager.
- (2) Each level in the above-listed order will have ten working days from receipt of the grievance to provide the employee a written response. If the employee disagrees with the decision, the employee will have ten working days from receipt of the decision to submit the grievance to next higher level of supervision. If the grievance involves one of the listed supervisory employees, the employee may submit the grievance directly to the next higher level.
- (3) The village manager's decision in the matter is final and the employee will be notified of this final decision.
- (4) No employee shall be disciplined or discriminated against in any way because of any proper use of this grievance procedure.

(Ord. No. 07-156, 10-15-2007; Ord. No. 08-82, § 1, 5-19-2008; Ord. No. 18-006a, § 2, 1-4-2018)

### **Sec. 62-183. Appeals of disciplinary actions.**

All employees are granted the right to appeal any action taken against them in connection with a disciplinary matter. In such cases for personnel not covered by the rules and regulations of the fire and police commission, the following provisions shall apply:



- (1) *Filing.* The employee may file a written appeal to the human resources director not later than ten calendar days after the effective date of the disciplinary action. Such written appeal shall state the action which is being appealed and the reason(s) the action is being appealed.
- (2) *Investigation and level I appeal.* The human resources director shall hear appeals submitted by an employee relative to any disciplinary action taken against the employee. Not later than ten calendar days after receipt of such an appeal, the human resources director shall investigate the matter and provide the employee with a written decision and determination of facts and findings on which the decision on the appeal was based. Documents pertaining to the level I appeal shall be filed in the employee's personnel file.
- (3) *Level II appeal.* Not later than ten calendar days after receipt of the decision of the human resources director, the employee may file a written appeal of the decision of the human resources director to the village manager. The village manager shall review the determination and decision of the human resources director and render a written decision not later than five calendar days after receipt of the appeal from the employee. Copies of the decision shall be provided to the employee and placed in the employee's personnel file. The village manager shall report the appeal decision to the mayor and board of trustees.

(Ord. No. 07-156, 10-15-2007; Ord. No. 08-82, § 2, 5-19-2008; Ord. No. 18-006a, § 2, 1-4-2018)

#### **Sec. 62-184. ~~Personnel records review~~Review of employee personnel file.**

Effective 01/01/2025, in accordance with the Personnel Record Review Act (820 ILCS 40), employees may request an appointment with human resources to review copy and/or receive copies their personnel file twice per calendar year at a mutually agreed to place and time. The employee must submit the request in writing and specify:

- (1) The records they are seeking, which may include things traditionally found in a personnel file, such as employment applications, pay changes, commendations and corrective action, and things related to employment that aren't necessarily housed in a personnel file, such as employment contracts, employee handbooks and written policies or procedures pertaining to employment, promotion, transfer, compensation, benefits, discharge or other disciplinary action.
  - a. The employee will be informed if any of the records requested are not maintained by the village.
  - b. If requested records are available through the intranet or another accessible method, the village may provide instructions on how to access the records.
  - c. Exemptions are as follows:
    - i. Test documents, although total test scores, either overall or by section, are included
    - ii. Items related to staff planning, including business development, expansion, closing or operational goals, where more than one employee is affected, unless the materials specifically relate to the employee's qualifications for employment, promotion, transfer, compensation, benefits or discipline/discharge
    - iii. Personal information about someone else that, if released, would be an unwarranted invasion of privacy
    - iv. Relevant records that may be pertinent to a pending claim between the village and employee
    - v. Investigative or security records used to investigate criminal conduct or other actions by the employee which, if released, could cause the village harm or financial liability; and

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vi. Trade secrets, client lists, sales projections and financial data of a non-public nature.

(2) Whether they are looking to review, copy or receive copies of the records – either personally or by a representative, which could be a family member, attorney, union steward or other union official or translator.

a. If a third party is reviewing or receiving the records and medical information is involved, the employee must sign a waiver to release their medical records to that specific representative.

(3) If they would like any copies via electronic communication (i.e. – email) or hardcopy and the address to which they would like the records sent.

Requests will be completed within 7-14 working days of receipt, depending on circumstances. In the event an employee does not agree with the contents of a document in their personnel file, the employee may attach a letter to the document which will be added to the personnel file.

(Ord. No. 18-006a, § 2, 1-4-2018; Ord. No. 23-010, § 2, 1-26-2023)

Editor's note(s)—This section does not pertain to personnel files controlled by the board for police and fire commissioners (BFPC) for sworn fire and police personnel, which are governed by Illinois State Law.

**Secs. 62-185—62-210. Reserved.**

## **ARTICLE VIII. MISCELLANEOUS EMPLOYMENT PROVISIONS**

### **Sec. 62-211. State Officials and Employees Ethics Act.**

As indicated further in Chapter 2, Article VIII of the Village's Municipal Code, all officers and employees are strictly prohibited from soliciting or accepting gifts and items of value prohibited by the State Officials and Employees Ethics Act (referred to as "the Act" in this section). Village employees are expected to be familiar with and comply with the provisions of the Act at all times.

(Ord. No. 07-156, 10-15-2007)

### **Sec. 62-212. Safety.**

All employees of the Village of Westmont are expected to provide a safe work environment. Employees are expected to practice and promote safety awareness and safe work procedures. The safety of village employees, village contractors and their employees, the public, and of all municipal operations is paramount. Safety will take precedence over expedience or shortcuts.

- (1) *General employee responsibilities.* Employees are expected to perform their jobs in a safe manner and attempt to reduce the possibility of accident occurrence. The safety of fellow employees must be an equal concern. Any unsafe condition observed by employees shall be reported to supervisors as soon as practicable. All employees have the responsibility to familiarize themselves with and follow the rules set forth in village safety policies and procedures, as amended from time to time by the village.
- (2) *Operation of village vehicles.* Employees operating village vehicles have a special duty to always drive defensively and courteously. Employees must follow the standard operating procedures for motor vehicles at all times ("The Rules of the Road"). Employees involved in traffic accidents should follow

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procedures set forth in "The Rules of the Road" as well as any and all procedures promulgated by their department head.

For any accident involving a Village vehicle, including a Village vehicle hitting another Village vehicle, a Village vehicle hitting a stationary object or accidents on Village property, the Police must be contacted, so a police report can be prepared to document the incident.

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- (3) *Supervisor responsibilities.* It is the responsibility of all department heads, supervisors and managers to make the safety of human beings in the workplace a part of their daily and hourly concern. This responsibility must be accepted by all who conduct the affairs of the village, no matter in what capacity they may function. Supervisors at all levels are charged with advancing the safety and loss prevention programs outlined in village policies and procedures. It shall be the responsibility of the village manager, in unison with the department heads, to develop and implement a proactive safety and loss control program, to provide and maintain safe and healthy working conditions, and to develop operating practices that will provide all employees and contractors with safe working conditions.

(Ord. No. 07-156, 10-15-2007)

**Secs. 62-213—62-235. Reserved.**

## **ARTICLE IX. SEPARATION FROM EMPLOYMENT**

### **Sec. 62-236. Termination.**

Termination from employment with the village shall cause an employee to be separated from pay status. A department head, with approval of the village manager, may terminate an employee with or without cause during employment, or at any time during an employee's qualification period. Upon termination, all village property must be returned. An employee may be subject to criminal prosecution in the event village property is not returned.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

### **Sec. 62-237. Reduction in force.**

- (a) Village employees may be terminated when the village manager deems it necessary by reason of:

- (1) Shortage of funds or work;
- (2) Abolishment of a position;
- (3) Other material changes in employment duties or organization of the village.

Termination for the above reasons is non-disciplinary in nature and is termed "reduction in force."

- (b) The village shall use its best efforts to provide employees subject to a reduction of force notification of the reason and effective date of separation at least two weeks prior to the separation date.
- (c) Job position, seniority, performance appraisal, conduct and qualifications shall be considered in determining the order of reduction of force.

(Ord. No. 07-156, 10-15-2007; Ord. No. 09-53, § 1, 4-20-2009)

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**Sec. 62-238. Resignation.**

In the event that an employee desires to resign from village employment, the village would request that the employee submit a written resignation to the human resources director. It is the village's preference that the resignation be submitted at least 14 days prior to the employee's last work day.

The letter of resignation will become part of an employee's permanent file, and leaving the village's service without proper notice may result in ineligibility for re-employment.

However, the period of notice may be reduced or waived upon recommendation of the department head with concurrence of the village manager. Once a resignation is accepted by the village manager, it may not be rescinded.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

**Sec. 62-239. Retirement pension**

All full-time employees and eligible part-time employees shall be included in the Illinois Municipal Retirement Fund (IMRF) and are governed by the provisions therein. Full-time sworn police department personnel shall be members of the police pension fund. Full-time firefighter personnel shall be members of the fire pension fund.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)

**Sec. 62-240. Payout at separation.**

Upon separation from the village, either voluntarily or involuntarily, employees shall be compensated for unused vacation time from the current year as described further in section 62-97 herein. Additionally, employees may be compensated for unused and accrued sick leave as described further in section 62-131 herein.

All village owned property must be returned by an employee before separation benefits as described herein are distributed. The replacement cost of any missing items will be deducted from an employee's final paycheck.

(Ord. No. 07-156, 10-15-2007)

**Sec. 62-241. Exit interview.**

All employees leaving village service by reason of retirement, voluntary resignation or termination shall be afforded the opportunity of an in-person exit interview with the human resources director.

(Ord. No. 07-156, 10-15-2007; Ord. No. 18-006a, § 2, 1-4-2018)