



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

April 17, 2025

6:00 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **OPEN FORUM**

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

5. **REPORTS**

a. **Board Reports**

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

6. **ITEMS TO BE REMOVED FROM CONSENT AGENDA**

7. **CONSENT AGENDA (OMNIBUS VOTE)**

a. **Village Board Minutes**

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held April 3, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

ii. **Executive Session Minutes**

Board to consider a motion to accept, approve and release the following Executive Session minutes with the exceptions as noted:

Meeting Date
June 27, 2024

Exception Paragraph #

January 23, 2025

February 20, 2025

Paragraphs 2 & 3

Background of Subject Matter

The Illinois Open Meetings Act requires that the Village Board periodically review to accept, approve and/or release Executive Session minutes in whole or part.

Type Consent Item

Budgeted

b. Finance Ordinance(s)

c. Purchase Order(s)

i. Meade, Inc \$75,797.65

Twelve (12) concrete streetlight pole replacements

Type Consent Item

Budgeted Yes

ii. Safe Step \$25,000.00

Concrete sidewalk cutting services

Type Consent Item

Budgeted Yes

iii. Total of Purchase Orders = \$100,797.65

Type Consent Item

Budgeted

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

e. Total to be announced at the meeting.

Type Consent Item

Budgeted

f. Proclamation for National Volunteer Week

- i. Board to consider a proclamation to declare April 20-26, 2025, as National Volunteer Week

g. Proclamation for Arbor Day 2025

- i. Board to consider a proclamation to declare April 25, 2025, as Arbor Day in the Village of Westmont

h. February 2025 Monthly Treasurer's Report

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Mayor's Commissioner Appointment**

Board to consider a motion confirming the Mayor's appointment to fill the open Planning and Zoning Commissioner position.

Background of Subject Matter

This appointment will fulfill the unfinished term on the commission.

Type Ordinance

Budgeted

b. **Protect our Pollinators - No Mow till Mother's Day 2025**

Board to consider approving a resolution to honor Protect our Pollinators with the No Mow till Mother's Day event in the Village.

Background of Subject Matter

This resolution is made to allow the public to participate in the event.

Type Resolution

Budgeted

c. **Engineering Services Agreement - Construction Engineering for the Quincy Streetscape Phase 2 Project**

Board to consider an ordinance authorizing an engineering services agreement with Primera Engineers LTD for Phase 3 construction engineering services for the Quincy Streetscape Phase 2 project.

Background of Subject Matter

Request to approve the Phase 3 construction engineering services for the Quincy Streetscape Phase 2 project.

Additional Background

This agreement will include construction administration, shop drawing review, field inspection and documentation of the subject project.

Recommendation

Approve

Type Ordinance

Budgeted Yes

d. **Hydrant Painting Program**

Board to consider an ordinance awarding the bid proposal from GoPainters INC. for the restoration of various fire hydrants throughout the Village and authorizing a contract consistent with the accepted bid documents.

Background of Subject Matter

Through a joint bid with the municipalities of Downers Grove, Burr Ridge, Willowbrook, Carol Stream, Bartlett, Woodridge, Roselle and Lisle, the municipalities have found GoPainters INC, to be the lowest responsible bidder for a Hydrant Sandblasting and Painting Program. The bid consists of a base year (Year 1) with options for Year 2 and/or Year 3 at respective 1.27% and 1.50% contract increases.

Additional Background

Through the joint bid process, the Municipalities are presenting an economy of scale to the bidders. This has resulted in a decreased cost of the line item for each hydrant by 2.78% from the Village's last hydrant restoration project in 2023. Public Works has budgeted \$25,000 for this year's hydrant restoration work. This would equate to 256 hydrants sandblasted, primed and 2 coats of safety red top coat to be applied in Year 1 of the contract, 2025.

Recommendation

Approve

Type Ordinance

Budgeted Yes

e. **Purchase of Real Estate**

Board to consider an ordinance approving a real estate agreement for the purchase of 17 West Traube, Westmont, for use by the Village.

Type Ordinance

Budgeted

f. **Intergovernmental Agreements**

Board to consider an ordinance approving three Intergovernmental Agreements with DuPage County for the following projects:

1. North Adams Street Detention Naturalization Project and
2. 3927 N. Lincoln Detention Naturalization Project, and
3. 328 S. Wilmette Avenue Detention Naturalization Project

Background of Subject Matter

DuPage County has agreed to enter into 3 cost-sharing IGA's with the Village pursuant to the County's Water Quality Improvement Program.

The County will reimburse the Village for 25% of the projects' costs pursuant to this Program. The Village will receive up to \$14,750 for the Adams Street project, \$5,865 for the Lincoln project, and \$14,230 for the Wilmette Avenue project. The projects involve the conversion of the detention basins from conventional turfgrass to native vegetation and will improve regional water quality.

Recommendation

Approve

Type Ordinance

Budgeted Yes

g. **License Agreement with Norcomm**

Board to consider an ordinance approving an Exclusive License Agreement with Norcomm Public Safety Communications, Inc. for fire and police alarm monitoring services.

Background of Subject Matter

The Village and Norcomm originally entered into an agreement for fire and police alarm monitoring services in Year 2011. That agreement was renewed by the parties from time to time and recently expired. The Village desires to enter into a new agreement for these services. The term of the agreement is 3 years, with automatic 1-year renewals, and with options to terminate. For public safety reasons, Norcomm is given an exclusive license to provide these services within the Village.

Additional Background

Norcomm charges equipment fees and monthly subscriber fees to subscribers who are required to utilize the Norcomm alarm monitoring service. Norcomm will pay a monthly license fee to the Village of \$24 per subscriber. Norcomm will provide necessary equipment to the Village at no charge.

Recommendation

Approve

Type Ordinance

Budgeted

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, April 3, 2025.

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk A. Szymiski P

TRUSTEES: Barker P Liddle P
Barry A Nero P
Guzzo P Scales A

STAFF:

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

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

CHAMBER OF COMMERCE: Forssberg - A Harding - A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor welcomed everyone to the meeting.

OPEN FORUM:

- No open forum requests

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

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

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARRY	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<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>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>			
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>			
TRUSTEE BARRY	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>			
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>			
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>			
TRUSTEE NERO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>			
TRUSTEE SCALES	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>			

REPORTS

Mayor Gunter

- Congratulations to everyone who voted. That is your right to vote.
- We have two of our future trustees in the audience, Gina Pirrelli and Bob Plowman. Bruce Barker was re-elected. They will be starting on May 1st, 2025.
- Steve Nero and Amanda Szymiski will also be sworn in on May 1st, 2025.
- There is a water rates page published on the Village Website. The page highlights the importance of maintaining our Village infrastructure and the related rate increases scheduled over the next few years.

Village Clerk Szymiski

- Reminded everyone who put out election yard signs that they should be removed promptly. The Village will have a yard sign collection box near the intersection of Grant and West Quincy Street as part of the Electronics and more special recycling event on Saturday, April 5th from 8am - 12pm.
- Village offices will be closed April 18th and May 26, 2025.

Trustee Nero

- The next Public Works Committee meeting will be June 12th.
- Congratulations to everyone who won and thanked everyone who voted for him. He is looking forward to starting his term.

- Residents can sign up for the tree seedling giveaways. You can select which seedling you want then pick it up on Arbor Day, April 25th, from 1pm - 5pm at the Library.
- Online sign up has begun for Adopt-a-Planter and that information is available on our website.
- Free leaf pick up will be April 7 - 11th and details have been published on the Village website.
- Public Works Open House will be May 17th 10am - 1pm at the Public Works Facility. Everyone is invited.
- Gave some information about the Deputy Mayor position, which was created in August of 2024 and was unanimously approved by the Village Board at that time. The intention is to ask Ron Gunter, our current Mayor, to serve in that capacity. His experience is very valuable. This is a part-time freelance contractor role. This position does not offer benefits or retirement packages.

Trustee Liddle

- Recapped the Administration Finance Committee meeting that was held at 4:30pm earlier today. The following was discussed:
 - Involuntary Annexations
 - Additional funding to the Park District for fireworks
 - Yard Waste Stickers
- Recapped last Thursday's Special Meeting. The following was discussed:
 - We introduced the public to the fire station needs and design. Additional information will be coming forward.
- There are nine more weeks until Cruisin' Nights start. It is held every Thursday night during the months of June, July, and August from 5pm to 9pm. More information can be found on the Westmont Special Events website, www.westmontevents.com

Trustee Guzzo

- The next Fire Public Safety Committee meeting will be May 15th, 4:30pm, at Village Hall.
- The Citizens Fire Academy has started and runs through the end of April with eight residents attending.
- Tuesday, May 13 - We will be having a fire facility tour and presentation. This will be held at 6015 South Cass Avenue.
- The Knights of Columbus is holding their Lenton Fish Fry every Friday from 5pm - 8pm at 25 N. Cass Ave.

Trustee Barker

- He is honored to be re-elected and to serve as a trustee.
- Expressed his appreciation for all of the public service the Mayor has given to the community.
- The next Environmental Improvement Committee meeting will be April 7th at the Westmont Public Library. There will be a guest speaker that evening that will talk about native plant restoration.
- The Electronics Recycling & More event will be April 5th in the commuter parking lot. More information can be found on the Village website.

Mayor Gunter gave the report on behalf of Trustee Barry

- April 19 - The Police Department has a paper shred event and the proceeds go to support the Special Olympics. This event will be on April 19, 2025 from 9am - 12pm at the Police Station.
- April 22 - A portion of your purchase from Uncle Bubs will go to benefit the Special Olympics.
- April 26 - Drug Takeback Day is April 26th from 10am - 2pm at the Westmont Mariano's and the Westmont Police Department.
- May 9 - The Humidor is selling tickets for \$50 and that includes dinner supplied by Zaza's and 2 cigars. This is another Special Olympics Fundraiser.
- May 16 - Cop on a rooftop fundraiser will be May 16th. The proceeds will go to support Illinois Special Olympics at both Dunkin' Donuts locations in town.

Mayor Gunter gave the report on behalf of Trustee Scales

- The next Community Development Committee meeting will be April 17, 2025.
- The April 9th Planning and Zoning Commission meeting has been cancelled.
- There is a special meeting for the Planning and Zoning Commission that will take place April 23rd at 6pm. This will kick off the public hearings for the zoning ordinance updates. The public is welcome to attend. The Community Development page on our website has more detailed information.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Manager May addressed the Board on this agenda item.

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

(A) VILLAGE BOARD MINUTES**Board Meeting Minutes**

- Board to consider approving the Village Board Meeting held on **March 20, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 7

\$ 1,433,103.58

(C) PURCHASE ORDERS:

MainStreet Designs, Inc.	\$ 34,553.00
Currie Motors	62,966.00
Currie Motors	86,458.00
Total of Purchase Orders	\$ 183,977.00

(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE #7: \$ 1,617,080.58

(E) PROCLAMATION FOR NATIONAL LIBRARY WEEK

Board to consider a proclamation to declare April 6-12, 2025 as National Library Week in the Village of Westmont.

(F) PROCLAMATION FOR NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Board to consider a proclamation to declare April 13-19, 2025 as National Public Safety Telecommunicators Week in the Village of Westmont.

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

VOTE ON MOTION #1

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

UNFINISHED BUSINESS

NEW BUSINESS

(2) AMEND CLASS 19 LIQUOR LICENSE REQUIREMENTS

Deputy Liquor Commissioner Mulhearn addressed the Village on this Board item.

Motion by **Trustee Barker** to consider an ordinance amending Chapter 10, Section 10-36 of the Westmont Code of Ordinances to revise the Class 19 liquor license requirements.

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

VOTE ON MOTION #2

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(3) 5908 WESTERN, WILLOWBROOK AND 6S435 RICHMOND AVENUE, WESTMONT, AND 415 AND 425 EAST 59TH STREET, WESTMONT - INVOLUNTARY ANNEXATIONS

Village Manager May addressed the Village Board on this item.

Motion by **Trustee Nero** to consider an ordinance approving a request from the Village of Westmont to involuntarily annex the subject properties into the Village of Westmont.

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

VOTE ON MOTION #3

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None
Absent: Barry, Scales

(4) 459, 458, and 457 BIRCHWOOD COURT, 6323 AND 6325 S RICHMOND AVENUE, WILLOWBROOK AND 6348 WESTERN AVENUE, CLARENDON HILLS - INVOLUNTARY ANNEXATION

Village Manager May addressed the Village Board on this item.

Public Comment: Zulaka Aguire, 459 Birchwood Court
She asked about school district implications and if that would change anything.
Manager May stated that the Library district would change. There would be some other changes, such as the waste vendor, fire service, and park district.

Motion by **Trustee Barker** to consider an ordinance approving a request from the Village of Westmont to involuntarily annex the subject properties into the Village of Westmont.

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

VOTE ON MOTION #4

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

(5) MOTION TO RECONSIDER THE PREVIOUS ORDINANCE TO AMEND IT TO EXTEND THE TIME PERIOD FOR CONNECTION TO 10 YEARS.

Village Manager May explained that we have an ordinance that we've never used that said if you are in the Village of Westmont and water is available adjacent to your property then you are required to hook on. We have never evoked it and this is adding a 10 year promise that we will never invoke it for that purpose.

Motion made by **Trustee Nero**

Seconded by **Trustee Liddle**

VOTE ON MOTION #5

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

(6) MOTION FOR THE INVOLUNTARY ANNEXATIONS WITH THE AMENDED CONDITION.

Motion made by **Trustee Nero**

Second by **Trustee Guzzo**

VOTE ON MOTION #6

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

(7) ENGINEERING SERVICES AGREEMENT - PHASE 3 CONSTRUCTION ENGINEERING (WATERMAIN) FOR WASHINGTON AND TRAUBE INFRASTRUCTURE IMPROVEMENTS

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

Motion by **Trustee Nero** to consider an ordinance authorizing an engineering services agreement with Baxter & Woodman for Phase 3 construction engineering services for the watermain portion of the Washington and Traube Infrastructure Improvements Project.

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

VOTE ON MOTION #7

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(8) ENGINEERING SERVICES AGREEMENT - PHASE 3 CONSTRUCTION ENGINEERING (STORM SEWER AND ROADWAY) FOR WASHINGTON AND TRAUBE

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

Motion by **Trustee Liddle** to consider an ordinance authorizing an engineering services agreement with Primera Engineers LTD for Phase 3 construction engineering services for the storm sewer and roadway portions of the Washington and Traube Infrastructure Improvements Project.

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

VOTE ON MOTION #8

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(9) ENGINEERING SERVICES AGREEMENT - PHASE 2 ENGINEERING FOR THE OAKMONT OUTFALL IMPROVEMENTS

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

Motion by **Trustee Nero** to consider an ordinance authorizing an engineering agreement with WBK Engineering for Phase 2 design engineering for the Oakmont Outfall Improvements project.

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

VOTE ON MOTION #9

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(10) AWARD OF BID PROPOSAL - QUINCY STREETSCAPE PHASE 2

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

Motion by **Trustee Liddle** to consider an ordinance awarding the bid proposal from Landmark Contractors, Inc. for the Quincy Streetscape Phase 2 Project and authorizing a contract consistent with the accepted bid documents

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

VOTE ON MOTION #10

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(11) SOFTWARE AGREEMENT WITH DACRA TECH

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

Motion by **Trustee Guzzo** to consider an ordinance approving a three-year agreement with Dacra Tech for ticketing/adjudication software.

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

VOTE ON MOTION #11

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(12) SPECIAL COUNSEL APPOINTMENT

Village Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance confirming the Mayor's re-appointment of attorney Justin Beyer and his new law firm, Saul Ewing LLP, as outside special counsel to the Village for pending litigation.

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

VOTE ON MOTION #12

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

MISCELLANEOUS

- Reminded everyone about the Knights Fish Fry.
- Mary Beth Carlson addressed the Village Board and wanted to inquire about benches, near village hall, and by the restaurants.
- Mary Beth Carlson also thanked the Fire Department for their services.

(13) REQUEST FOR EXECUTIVE SESSION - 7:03pm

Mayor Gunter requested a motion to adjourn to Executive Session to discuss the following:

Review of Executive Session Minutes pursuant to section 2(C)(21) of the open meetings act.

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

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

VOTE ON MOTION #13

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(14) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING

Board to consider a motion to adjourn at 7:15pm.

Motion by **Trustee Nero**.

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

VOTE ON MOTION #14

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

(15) ADJOURNMENT

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

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

VOTE ON MOTION #15

Ayes: Barker, Guzzo, Liddle, Nero

Nays: None

Absent: Barry, Scales

MEETING ADJOURNED AT 7:16 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 17th day of April, 2025



Village of Westmont

Purchase Order

PO Date: 2025-04-04

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase
Order #

25202738

Vendor:

Meade, Inc.
625 Willowbrook Center Parkway
Willowbrook, IL 60527
Email: nas@meade100.com
Fax: 708-588-2501

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100636	708-588-2541	708-588-2501				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Concrete pole replacement (9)		1.0	EACH	\$75,797.65	\$75,797.65
	Concrete pole replacement (12)					
	GL Account: 0154230 - 55041 - 5INF \$75,797.65					
	Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559					

By: *Spencer Parker*
Authorized Signature

PO Total **\$75,797.65**

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

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

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

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



Village of Westmont

Purchase Order

PO Date: 2025-04-07

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase
Order #

25202747

Vendor:

Safe Step LLC
130 Industrial Park Avenue
Hortonville, WI 54944
Email: logan@notrippin.com
Fax: 866-479-1069

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100696	920-202-0954	866-479-1069				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Concrete sidewalk cutting					
	Concrete sidewalk cutting - not to exceed		1.0	EACH	\$25,000.00	\$25,000.00
	GL Account: 0154230 - 55031 - 5INF					
	\$25,000.00					
	Ship To: PUBLIC WORKS					
	155 E. BURLINGTON					
	WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$25,000.00**

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

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

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

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



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**P25-_____, Village of Westmont
National Volunteer Week Proclamation
Connecting Communities**

April 20-26, 2025

Whereas, the Village of Westmont is proud of the volunteers that are the Civic Points of Light in our circle; and

Whereas, Westmont volunteers are one of the Village's greatest assets, building a stronger community ; and

Whereas, Westmont, has numerous community organizations run by volunteers: Friends of the Library, Westmont Lions Club, Westmont Rotary Club, Westmont Special Events Corporation, Westmont Chamber of Commerce and Tourism Bureau, American Legion, Scouting Troops and more; and

Whereas, the Westmont Emergency Management Agency (EMA's), Citizens Police Academy Alumni, and the Citizens Fire Academy Alumni are organizations that thrive on volunteerism and directly help the residents of Westmont with numerous duties and tasks that assist in keeping our community safe; and

Whereas, volunteers still, and always will be, the heart of our community, making Westmont a great place to live, work, and play; and

NOW THEREFORE, I, Ronald J. Gunter, by virtue of the authority vested in me as **Mayor of the Village of Westmont** do hereby announce and proclaim to all citizens and set seal hereto, declare April 20-26, 2025 as **National Volunteer Week** in the Village of Westmont.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 17th day of April, 2025.

Ayes: _____ Nays: _____ Absent: _____

Approve: _____
Ronald J. Gunter, Mayor

Attest: _____
Amanda Szymiski, Village Clerk



P25-_____

Proclamation



Whereas, J. Sterling Morton, in 1972, proposed that a special day be created for planting trees by the National Board of Agriculture; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

Whereas, Arbor Day is now observed in the Village of Westmont, throughout the nation and the world; and

Whereas, trees are an important infrastructure that are a renewable resource; and

Whereas, trees reduce erosion, cut heating costs, moderate the temperature, clean the air, provide habitat for wildlife; and

Whereas, the Village of Westmont has continually been recognized for planting over 100 trees annually; and,

Whereas, trees in our village increase property values, enhance the economic viability of business areas, and beautify our community; and

Whereas, the Village of Westmont has been recognized as a Tree City USA for twenty nine (29) consecutive years.

Now, therefore, I, Ronald J. Gunter, Mayor of the Village of Westmont, do hereby proclaim **April 25, 2025** as Arbor Day in the Village of Westmont, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees, woodlands, and urban forest.

Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on this **17th day of April 2025**.

Ayes: _____ Nays: _____ Absent: _____

Approve: _____
Ron Gunter, Mayor

Attest: _____
Amanda Szymiski, Clerk

Village of Westmont

Monthly Treasurer's Report

For the 2 Month Period Ending February 28, 2025

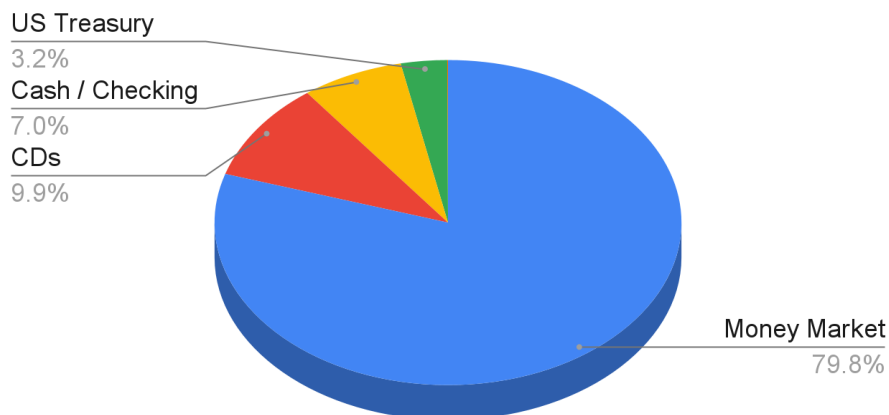
Introduction

The following analysis represents the Village's Treasurer's Report for the two (2) month period ending February 2025. Comparative data for the two (2) month period ending February 29, 2024 has been included on certain data tables. The Village's overall cash and financial position continues to be a strength starting into 2025.

Cash & Investment Balances

Fund	Fund Name	Cash and Investments 2/28/25	Fund	Fund Name	Cash and Investments 2/28/25
01	General Fund	\$22,221,671	62	IMRF / Social Security Fund	\$879,400
05	Convention & Tourism Fund	\$2,730,130	63	MFT Rebuild Fund	\$0
17	Employee Benefits Fund	\$0	64	Performance Bond Fund	\$542,779
25	Vehicle Replacement Fund	\$4,096,255	66	DEA Fund	\$0
30	Capital Projects Fund	\$2,688,460	68	Long Range Planning Fund	\$11,169,554
33	Stormwater Fund	\$8,233,027	82	TIF SWBD Fund	\$313,306
41	Water Fund	\$7,065,897	83	TIF CBD Fund	\$1,526,203
50	Debt Fund	\$1,004,932	91	Fire Pension Fund	\$33,432
61	Motor Fuel Tax (MFT) Fund	\$2,368,956	-	Grand Total	\$64,874,002

Cash and Investment Allocation By Type



Revenues

Major Revenue Item	FY2025B	FY2024	% Change
Property Taxes	\$520	\$0	0.00%
Sales Tax	\$2,020,468	\$2,092,419	-3.44%
Water Revenue	\$1,469,696	\$1,247,171	17.84%
Income Tax	\$811,101	\$758,304	6.96%
Places for Eating Tax	\$303,504	\$331,166	-8.35%
Non Home Rule Sales Tax	\$371,029	\$385,594	-3.78%
State MFT	\$182,238	\$187,605	-2.86%
Hotel / Motel Tax	\$140,745	\$152,818	-7.90%

Analysis:

Property tax receipts typically do not come in over the winter season, but will start back up in May when DuPage County issues new property tax bills for the year. Income tax receipts continue to come in strong, led by healthy Individual and corporate income tax receipts in Illinois. Water revenue increased primarily because of a water rate increase that went into effect with the February 2025 issued utility bills. Two months into the fiscal year, decreases noted above in certain revenues are small and are not a cause for concern. Finance closely monitors all revenue accounts in the Village.

Expenses

Department-General Fund	FY2025B	FY2024	% Change
Police	\$1,551,176	\$1,162,717	33.41%
Fire & Ambulance	\$1,835,095	\$1,218,344	50.62%
Public Works	\$1,362,235	\$1,054,680	29.16%
Transfers	\$40,013	\$68,605	-41.68%
Community Development	\$280,692	\$196,852	42.59%
Administration & Legislation	\$573,354	\$469,771	22.05%
Information Technology	\$238,291	\$130,464	82.65%
Finance	\$198,212	\$118,399	67.41%
Human Resources	\$98,616	\$154,484	-36.16%
Communication	\$32,244	\$21,853	47.55%

Analysis:

All Departments, except Human Resources, saw an increase in expenditures thus far in FY2025B. The main reason for this overall increase is that 2025 has thus far seen one additional payroll compared to the same time frame last year. This timing difference will balance out by the end of the fiscal year. Additionally, the Fire Department also paid two invoices for supplementary paramedic service thus far in 2025, but due to timing of invoice payments, only paid one such invoice in January/February 2024. The Village pays approximately \$135,000 per month for this service. The IT Department also saw a payment timing difference with one of its software providers. The IT Department recently changed providers of Google Enterprise suite software, resulting in a timing difference of when the invoice for the software is paid. In February 2025, the Village paid \$46,075 for the annual license for the software.

Budget vs Actual by Fund

Fund	Fund Name	Budget Revenues	Actual Revenues	Variance	Budget Expenses	Actual Expenses	Variance
01	General Fund	\$ 26,414,151	\$ 3,210,171	\$ (23,203,980)	\$ 25,772,553	\$ 6,209,927	\$ 19,562,626
05	Convention & Tourism Fund	\$ 640,793	\$ 113,119	\$ (527,674)	\$ 993,202	\$ 157,297	\$ 835,905
17	Employee Benefits Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Vehicle Replacement Fund	\$ 1,058,548	\$ 21,525	\$ (1,037,023)	\$ 433,600	\$ 80,074	\$ 353,526
30	Capital Projects Fund	\$ 8,583,297	\$ 80,513	\$ (8,502,785)	\$ 5,351,887	\$ 52,648	\$ 5,299,239
33	Stormwater Fund	\$ 1,860,752	\$ 42,151	\$ (1,818,601)	\$ 1,204,350	\$ 20,326	\$ 1,184,024
41	Water Fund	\$ 15,520,536	\$ 1,545,879	\$ (13,974,657)	\$ 9,235,573	\$ 1,709,200	\$ 7,526,373
50	Debt Fund	\$ 651,277	\$ 5,502	\$ (645,775)	\$ 2,220,975	\$ 1,697,441	\$ 523,534
61	MFT Fund	\$ 465,902	\$ 194,148	\$ (271,754)	\$ 1,175,889	\$ -	\$ 1,175,889
62	IMRF / Social Security Fund	\$ 1,914,261	\$ 5,665	\$ (1,908,596)	\$ 1,486,524	\$ 485,423	\$ 1,001,101
63	MFT Rebuild Fund	\$ -	\$ -	\$ -	\$ 280,151	\$ -	\$ 280,151
64	Performance Bond Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	DEA Fund	\$ 122,303	\$ 58,077	\$ (64,226)	\$ 68,040	\$ 15,474	\$ 52,566
68	Long Range Planning Fund	\$ 359,760	\$ 68,404	\$ (291,356)	\$ 8,744,392	\$ -	\$ 8,744,392
82	TIF SWBD Fund	\$ 666,935	\$ 1,644	\$ (665,291)	\$ 271,640	\$ 991	\$ 270,649
83	TIF CBD Fund	\$ 2,013,000	\$ 8,037	\$ (2,004,963)	\$ 2,013,000	\$ 316,766	\$ 1,696,234
91	Fire Pension Fund	\$ 41,933	\$ 30,525	\$ (11,408)	\$ 3,567	\$ 447	\$ 3,120
-	Grand Total	\$ 60,313,449	\$ 5,385,359	\$ (54,928,090)	\$ 59,255,343	\$ 10,746,015	\$ 48,509,329



Village of Westmont VILLAGE BOARD

31 West Quincy Street, Westmont, Illinois 60559

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

RESOLUTION #25-_____

Protect Our Pollinators



No Mow til Mother's Day

WHEREAS, the Village of Westmont is resolved to develop and implement a program to create or expand pollinator-friendly habitat on public and private land, to galvanize communities to adopt sustainable pollinator-friendly land management practices, and

WHEREAS, an ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season, is free or nearly free of pesticides, is comprised of undisturbed spaces including leaf and brush piles, un-mown fields or field margins, fallen trees and other dead wood for nesting and overwintering; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, the formative period for establishment of pollinator insect species occurs in late spring and early summer when pollinator species emerge from hibernation or suspended animation and when supporting plants emerge and blossom, offering crucial life cycle habitat and forage opportunities, and these opportunities are dramatically reduced with early spring leaf litter removal and grass mowing; and,

NOW THEREFORE, BEE (🐝) IT RESOLVED, that prior to May 11, 2025, the Village of Westmont may suspend the enforcement of Municipal Code Chapter 86, Section 86.2, -Excessive heights of weeds, plants and grass; declared nuisance, permitting all residents to participate in this program and voluntarily delay lawn-care practices through May 11, 2025. This practice will allow pollinators to emerge and early flowering grasses and forbes to establish, which may result in ground-cover exceeding established ordinance height restrictions, and

BEE IT FURTHER RESOLVED, that the Village of Westmont and the Environmental Improvement Committee, jointly recognize No Mow til Mother's Day to actively promote and educate the community about the critical period of pollinator emergence, generation of crucial pollinator-supporting habitat, and early spring foraging opportunities.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 17th day of April, 2025.

Ayes: _____ Nays: _____ Absent: _____

Ronald J. Gunter, Mayor

ATTEST:

Amanda Szymiski, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 328 S WILMETTE AVENUE
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 328 S Wilmette Avenue Detention Basin (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed fourteen thousand two hundred thirty dollars (\$14,230); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand two hundred thirty dollars (\$14,230) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-six thousand nine hundred twenty dollars (\$56,920). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$42,690
COUNTY OF DUPAGE	\$14,230
TOTAL	\$56,920

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand two hundred thirty dollars (\$14,230). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand two hundred thirty dollars (\$14,230).
 - 5.2.3 In the event PROJECT costs total less than fifty-six thousand nine hundred twenty dollars (\$56,920), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jonathan Yeater
Public Works
Village of Westmont
155 E. Burlington Ave
Westmont, Illinois, 60559

Claire Kissane
Water Quality Specialist
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

[This space left intentionally blank]

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Steve Nero,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Amanda Szymiski,
Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 3927 N LINCOLN
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 3927 N Lincoln Detention Basin (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed five thousand eight hundred sixty-five dollars (\$5,865); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed five thousand eight hundred sixty-five dollars (\$5,865) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be twenty-three thousand four hundred sixty dollars (\$23,460). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$17,595
COUNTY OF DUPAGE	\$5,865
TOTAL	\$23,460

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than five thousand eight hundred sixty-five dollars (\$5,865). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed five thousand eight hundred sixty-five dollars (\$5,865).
 - 5.2.3 In the event PROJECT costs total less than twenty-three thousand four hundred sixty dollars (\$23,460), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Jonathan Yeater
Public Works
Village of Westmont
155 E. Burlington Ave
Westmont, Illinois, 60559

Claire Kissane
Water Quality Specialist
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Steve Nero,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Amanda Szymiski,
Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE NORTH ADAMS STREET
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the North Adams Street Detention Basin (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed fourteen thousand seven hundred fifty dollars (\$14,750); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand seven hundred fifty dollars (\$14,750) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-nine thousand dollars (\$59,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$44,250
COUNTY OF DUPAGE	\$14,750
TOTAL	\$59,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
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- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

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- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand seven hundred fifty dollars (\$14,750). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
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- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
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- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand seven hundred fifty dollars (\$14,750).
 - 5.2.3 In the event PROJECT costs total less than Fifty-Nine Thousand dollars (\$59,000), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

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- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

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- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
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- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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Water Quality Specialist
DuPage County Stormwater Management
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- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Steve Nero,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Amanda Szymiski,
Village Clerk