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
May 15, 2025
6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OPEN FORUM

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

5. REPORTS

a. Board Reports

i. Mayor

ii. Clerk

iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held May 1, 2025.

Background of Subject Matter
Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

c. Purchase Order(s)

i. **Tyler Technologies, Inc. $32,202.00**
Client Services eReviews - licensing fees and implementation services

Type Budget Amendment

Budgeted

ii. **MES I Aquisition Inc./MES Service Company LLC $35,662.69**
Fire Turnout Gear

Type Motion

Budgeted Yes

iii. **Westmont Park District $40,000.00**
Annual payment for mowing services agreement.

Type Motion

Budgeted Yes

iv. **Monroe Truck Equipment Inc. $133,246.00**
Buildout of truck chasie, 2026 Freightliner (replacing unit #106)

Type Motion

Budgeted Yes

v. **Total of Purchase Orders - $241,110.69**

Type Consent Item

Budgeted

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

e. **Proclamation - EMS Week**

i. Board to consider proclamation declaring the week of May 19-25, 2025, as Emergency Medical Services Week in the Village of Westmont.

Type Proclamation

Budgeted

f. **Proclamation - Public Works Week**

i. Board to consider a proclamation declaring the week of May 19th as Public Works Week in the Village of Westmont.

Type Proclamation

Budgeted

8. UNFINISHED BUSINESS

a. **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

9. NEW BUSINESS

a. **B-1 Development Permit Request - 8 West Burlington Avenue**
Board to consider an ordinance approving a B-1 Development Permit request from Dalita L. Moondragon d/b/a Escritorio Publico Inc. at 8 West Burlington Avenue for a Business Services Office.

Background of Subject Matter
The office will provide services including personal and business tax preparation, business registration, bookkeeping, and notary services. It will have four employees and operate Monday through Friday from 11:30 AM to 5:30 PM, and Saturday from 12:00 PM to 4:00 PM.

Additional Background
The business owners also operate Treasures of the Universe Inc. at 6 West Burlington Avenue and have operated Escritorio Publico Inc. out of Chicago for 36 years.

Type Ordinance

Budgeted

b. **Purchase of Real Estate**
Board to consider an ordinance approving a real estate agreement for the purchase of 20 North Linden Avenue, Westmont, for use by the Village.

Type Ordinance

Budgeted

c. **Exercise of Option for Year 2 - Downtown Annual Flower Watering Program**

Board to consider an ordinance authorizing the Village to exercise the second option year of the contract with Ken's Landscaping & Supply, Inc. for the Downtown Annual Flower Watering Program.

Background of Subject Matter

On June 1, 2023, the Village Board awarded a contract to Ken's Landscaping & Supply, Inc. for the Downtown Annual Flower Watering Program. This program includes watering of approximately 264 hanging baskets and 53 containerized planters in the Central Business District for 26 weeks.

Additional Background

The original contract was for the 2023 watering season with three 1-year options to extend; and the first option was extended for the 2024 watering season.

Recommendation

Staff recommends exercising the 2nd - year option for the 2025 watering season for an amount not to exceed $160,000.00.

Type Ordinance

Budgeted Yes

d. **Engineering Services Agreement - 2026 MFT Des Moines Street Reconstruction Project**

Board to consider an ordinance approving an engineering agreement with Thomas Engineering Group for Phase 2 design engineering services for the 2026 MFT Des Moines Street Reconstruction Project.

Background of Subject Matter

Request to approve the sum of $159,570.00 for Phase 2 design engineering for the 2026 MFT Des Moines Street Reconstruction Project.

Additional Background

This agreement will include surveying, soil boring, detailed engineering design, preparation of contract documents, cost estimates and bidding assistance for the 2026 MFT Des Moines Street Reconstruction Project. The project limits are from Cass Ave to Richmond Ave, and will include a partial reconstruction with curb and gutter from Warwick to Richmond, with spot repairs to the existing curb from Cass to Warwick. The entire project length will also be resurfaced.

Recommendation

Approve

Type Ordinance

Budgeted Yes

e. **IPWMAN- Mutual Aid Agreement**

Board to consider an ordinance approving a revised Mutual Aid Agreement for the Illinois Public Works Mutual Aid Network.

Background of Subject Matter

In 2009, Ordinance 09-198 authorized the execution of a Mutual Aid Agreement through the Illinois Public Works Mutual Aid Network (IPWMAN). IPWMAN provides a method whereby public works-related agencies, such as municipalities, townships, counties and other governmental agencies that perform public works functions in need of mutual aid assistance, may request aid and assistance in the form of personnel, equipment, materials and/or other associated services. Calls for mutual aid typically occur in response to a storm event or other type of emergency, but can also be utilized for other matters such as water main breaks, equipment failures etc.

Additional Background

In late 2024, the IPWMAN Board of Directors voted to approve a revised intergovernmental agreement for Mutual Aid which will require approval by the Village Board. IPWMAN was originally formed as a not-for-profit corporation, and the revisions will eliminate the corporate entity with the intergovernmental agency to remain as the governing entity. The revisions will also clarify that mutual aid is not just for emergencies, but can be utilized for day-to-day assistance and equipment sharing, and will also provide a revised process for any future amendments that could be proposed by members.

Recommendation

Approve

Type Ordinance

Budgeted

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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

Village of Westmont
ADMINISTRATION
Village Clerk
31 West Quincy Street, Westmont, Illinois 60559

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

Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, May 1, 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. Szymski	P
TRUSTEES:	Barker	P	Liddle	P
	Barry	P	Nero	P
	Guzzo	P	Scales	P

STAFF:

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

ATTORNEY: **Zemenak** P **Lampariello** A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:
Bugle A

CHAMBER OF COMMERCE: **Forssberg** - P **Harding** - P

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

	1	2	3
TRUSTEE BARKER	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y
TRUSTEE PARRILLI	Y	Y	Y
TRUSTEE PLOWMAN	Y	Y	Y
TRUSTEE SCALES	-	-	Y

REPORTS

Outgoing Mayor Report - Mayor Gunter

- Acknowledged several people who were in the audience. Mayor Marchese from Darien, Mayor Trilla from Willowbrook, Bob Berlin State's Attorney for DuPage County, Former Mayor Greg Szymski, Elmhurst Mayor Levin.
- Talked about how much he loves Westmont. He started at the Park District and raised his family here in Westmont. He loved to volunteer and be part of the community. He is fortunate for such a great group to work with and everyone works together. He thanked his family for their support. He has been in public service for 48 years and will continue to be part of the community.
- Mayor Gunter presented Trustee Nero with a plaque for all of his service.

Outgoing Trustee Report - Trustee Barry

- Expressed appreciation for all of the Board and staff members in his journey.
- Thanked former Village Clerk Szymski and Gerry Szymski for all of their help.
- Wished Village Manager May a nice retirement.
- Mayor Ron Gunter has been a mentor to him. He is grateful for all of the guidance over the years.
- Wished everyone the greatest success.

Steven T. Nero took the oath of office for Mayor of Westmont.

- The Oath of Office was administered by Honorable Michael Chvatal.

Amanda Szymski took the oath of office for Village Clerk.

- The Oath of Office was administered by Honorable Michael Chvatal.

Bruce Barker took the oath of office for Village Trustee.

- The Oath of Office was administered by Honorable Michael Chvatal.

Gina Parrilli took the oath of office for Village Trustee.

- The Oath of Office was administered by Honorable Michael Chvatal.

Robert Plowman took the oath of office for Village Trustee.

- The Oath of Office was administered by Honorable Michael Chvatal.

ROLL CALL OF THE NEW VILLAGE BOARD*:*

PRESENT:	Mayor Nero	P	Clerk A. Szymski	P
TRUSTEES:	Barker	P	Parrilli	P
	Guzzo	P	Plowman	P
	Liddle	P		

Mayor Nero

- Welcomed everyone to the meeting and thanked everyone for the support of the current Village Board.
- Thanked his wife for all of her support.
- Thanked Mayor Gunter for all of this support and mentorship.
- Congratulations to the new trustees.
- Gave a special thanks to the judge, Honorable Michael Chvatal, who swore everyone in.
- Acknowledged the community leaders that are here and present in the audience.
- Gave a shout out to his grandfather, Frank Rogers, who is in the audience tonight.
- Talked about wanting to be proactive in economic development. He wants to bring new projects and businesses to town. Wants Westmont to be one of the best to work with in the County.
- Information and communication will be a priority.

Mayor Nero presented former Mayor Gunter with a plaque for his public service.

Clerk Szymski

- Thanks to everyone who voted.
- Thanked her husband Brandon, her parents, Gerry & Jinny Szymski for their support.
- She is grateful to serve the Westmont Community and looking forward to working with everyone here.
- The Village offices will be closed on May 26th in observance of Memorial Day.

Trustee Barker

- Thanked the voters for voting for him.
- Thanked his family for their support. This is a very rewarding experience.

Trustee Liddle

- 5 more weeks until Cruisin' Nights. Please come out on Thursday from 5 - 9pm.
- The Taste of Westmont will be July 10 - 13th and information has already been posted on the Westmont Special Events website.

Trustee Plowman

- Thanked everyone for their support and helping him get here.
- There have been many changes since 2013 and has since become a fan. He is looking forward to being part of continued changes in the Village.
- Thanked his wife for supporting him through all of this.
- Westmont Lions is still looking for volunteers for their Spring Fling Event.

Trustee Parrilli

- Thanks to everyone who voted.
- Thanked her family for their understanding and support.
- Thanked her friends who helped her campaign.
- She is honored to be part of Westmont and has been a resident for 21 years. She is excited to be working with the team.

Trustee Guzzo

- Texting 911 in case of emergency is now available. It is still best to call when you can, but citizens can now text 911 if they cannot call. More information is on the Village website.
- The Fire Department facility tour and presentation is May 13th from 5:30 - 7:30pm. There will be discussion about a new fire department headquarters at 6015 S. Cass Avenue. Details have been published on the Village website. The goal of the tour and presentation is to allow our residents to see firsthand the condition of the current building and to talk about the needs of our fire department both now and in the future.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

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

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **April 17, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 9 **$ 1,125,680.44**

(C) PURCHASE ORDERS:

West Central Municipal Conference.	$ 41,138.00

(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE #9: $ 1,166,818.44

(E) PROCLAMATION FOR PUBLIC SERVICE WEEK
Board to approve a proclamation declaring May 4th -10th, 2025 as Public Service Week in the Village of Westmont.

(F) PROCLAMATION FOR MUNICIPAL CLERKS WEEK
Board to consider a proclamation to declare May 4th - 10th, 2025 as a Municipal Clerks Week in the Village of Westmont.

(G) PROCLAMATION FOR POLICE WEEK
Board to consider a proclamation declaring May 11th - 17th, 2025 as National Police Week in the Village of Westmont.

(H) PROCLAMATION FOR TAIWANESE AMERICAN HERITAGE WEEK
Board to consider a proclamation declaring May 12th - 19th, 2025 as Taiwanese American Heritage Week in the Village of Westmont.

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

VOTE ON MOTION #1
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman
Nays: None
Absent: None

UNFINISHED BUSINESS

NEW BUSINESS

(2) MAYOR'S TRUSTEE APPOINTMENT
Mayor Gunter addressed the Village on this Board item.

Motion by **Trustee Liddle** to consider a motion confirming the Mayor's appointment, Matthew Scales, to fill the open Trustee position vacated by Steven Nero.

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

VOTE ON MOTION #2
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman
Nays: None
Absent: None

Matthew Scales took the oath of office for Village Trustee

- The Oath of Office was administered by Honorable Michael Chvatal.

ROLL CALL OF THE NEW VILLAGE BOARD*:*

PRESENT:	Mayor Nero	P	Clerk A. Szymski	P
TRUSTEES:	Barker	P	Parrilli	P
	Guzzo	P	Plowman	P
	Liddle	P	Scales	P

MISCELLANEOUS

- Thanked former Trustee Barry for all of work over the years.
- Acknowledged former Trustee Klebenow in the audience.

Trustee Scales

- Thanked everyone for their confidence and support. He is looking forward to continuing to serve the community.
- He thanked his family for their support.

(3) ADJOURNMENT
Motion by **Trustee Liddle** to adjourn the regular meeting.

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

VOTE ON MOTION #3
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

MEETING ADJOURNED AT 6:39 P.M.

ATTEST: **APPROVED:**

Amanda Szymski, Village Clerk

Steven T. Nero, Mayor

Dated this 15th day of May, 2025

Village of Westmont

Purchase Order

PO Date: 2025-05-09

Bill To:

INFORMATION TECHNOLOGY
31 W QUINCY
WESTMONT, IL 60559
Email: it@westmont.il.gov
Phone: 630-981-6240 EXT 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25203039

Vendor:

TYLER TECHNOLOGIES, INC.
ONE TYLER DRIVE
YARMOUTH, ME 04096
Email: 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
	e-Reviews Licensing & Implementation				
1	Civic Services e-Reviews - Tyler License Fees GL Account: 0151160 - 58062 - 1GOV $17,942.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	1.0	EACH	$17,942.00	$17,942.00
2	Civic Services e-Reviews - Implementation Services GL Account: 0151160 - 58062 - 1GOV $14,260.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	1.0	EACH	$14,260.00	$14,260.00

By: Spencer Parker
Authorized Signature

PO Total	$32,202.00

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

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

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

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

Village of Westmont

Purchase Order

PO Date: 2025-05-09

Bill To:

FIRE DEPARTMENT - HQ
6015 S CASS AVE
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25203033

Vendor:

MES I Acquisition Inc.
MES Service Company, LLC
12 Turnberry Lane
2nd Floor
Sandy Hook, CT 06482

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
101643	317-559-6443		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Turnout Gear				
1	Honeywell Morning Pride Pro Pant and Tails Coat (10 Sets) GL Account: 0155222 - 56015 - 2I&I $35,662.69 Ship To: FIRE DEPARTMENT - HQ 6015 S CASS AVE WESTMONT, IL 60559 Email: jsaldivar@westmont.il.gov	1.0	EACH	$35,662.69	$35,662.69

By: Spencer Parker
Authorized Signature

PO Total	$35,662.69

*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.

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Village of Westmont

Purchase Order

PO Date: 2025-05-02

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase Order # **25202926**

Vendor:

Westmont Park District
55 E. Richmond Street
Westmont, IL 60559

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
100591			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	Park District Mowing - 2025 Park District Mowing : May - December 2025 GL Account: 0154270 - 55031 - 2I&I $40,000.00 Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559	1.0	EACH	$40,000.00	$40,000.00

By: Spencer Parker
Authorized Signature

PO Total	$40,000.00

*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

Purchase Order

PO Date: 2025-05-02

Bill To:
PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25202924

Vendor:
MONROE TRUCK EQUIPMENT INC.
1051 WEST 7TH STREET
MONROE, WI 53566
Email: sterdich@monroetruck.com

Ship To:
See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
100146			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	2026 Freightliner 108SD buildout 2026 Freightliner 108SD buildout(replace #106) GL Account: 2552525 - 57096 - 1GOV $133,246.00 Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559	1.0	EACH	$133,246.00	$133,246.00

By: Spencer Parker
Authorized Signature

PO Total	**$133,246.00**

*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

Proclamation No. 25-_____

EMS Week Proclamation

To designate the Week of May 18-24, 2025, as Emergency Medical Services Week

EMS WEEK
May 18-24, 2025
We Care. For Everyone.

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators and others; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim May 18-24, 2025 as **Emergency Medical Services Week in the Village of Westmont to honor our first responders.**

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 15th day of May, 2025.

Ayes: _____ Nays: ____ Absent: ____

____
Steven T. Nero
Mayor

Attest:____________________________
Amanda Szymski
Village Clerk

Village of Westmont
ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

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

P25-______
Village of Westmont Proclamation

PEOPLE
PURPOSE
PRESENCE

WHEREAS, Public Works help maintain a community's strength by working together to provide an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks, and grounds, emergency management and first response, solid waste, and right-of-way management. Public Works collaborates with all the stakeholders in capital projects, infrastructure solutions, and quality of life services; **and,**

WHEREAS, This year's theme, "People, Purpose, Presence," highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day. Meeting the needs of people is what gives public works its sense of purpose. Many times, public works professionals will never meet those whose lives have been impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all; **and,**

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Westmont** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; **and,**

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim May 18-24, 2025 as **National Public Works 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 15th day of May, 2025.

Ayes: _____ Nays: ____ Absent: ____

____
Steven T. Nero
Mayor

Attest:___________________________
Amanda Szymski
Village Clerk

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

B-1 Business District Development Permit Application

Summary

All development and/or redevelopment in the B-1 Limited Business District shall first obtain approval of a "development permit" granted by the Village Board of Trustees. The terms "development" and "redevelopment" shall include all new uses and occupancies to a property and/or unit, regardless of whether new construction or structural alterations are required. For more information Please contact Community Development at (630)-981-6250. Application and required documents may be submitted electronically via email to swilliams@westmont.il.gov or in person to the Community Development Department at Village Hall.

Applicant and Property Owner Information

Applicant Name:	DALITA L. MOONDRAGON	**Property Owner Name:**	WESTMONT DOWNTOWN LLC
Applicant Address:	226 S GRANT ST	**Property Owner Address:**	PO BOX 8209
City, State and Zip	WESTMONT IL 60559	**City, State and Zip:**	NORTHFIELD , IL 60093
Phone:	630-696-2036	**Phone:**	847-698-8232
Email:	jmoondragon@hotmail.com	**Email:**	brad.belden@colliers.com

Subject Property and Proposed Use

Property Address (Subject Property):	8 W. BURLINGTON AVE
Property Identification Number(s) PIN(s):	09-09-222-027
Propose Use:	INCOME TAX PREPARER, NOTARY SERVICES , BOOKKEEPING, BUSINESS SERVICES

Required Documents

In addition to submitting the application form, additional documents are required to be submitted as follows:

- ☑ Completed Application Form.
- ☑ Cover letter explaining business (hours, number of employees, etc.)
- ☑ Plat of survey
- ☐ Floorplan

Consideration Criteria

The Village Board uses the following criteria when evaluating your request for a B-1 Business District Development Permit. The purpose of the development permit is to revitalize the B-1 district as a development district by regulating and promoting development projects that achieve one or more of the following goals:

1) *Protect and enhance the aesthetics and safety of the B-1 district through the use, construction or alteration of property.*
2) *Enhance the sales tax base and real estate tax base of the Village.*
3) *Add to the quality mix of diverse businesses within the B-1 district.*
4) *Maintain and enhance on-site parking or available public parking.*

In determining whether to approve or deny a development permit, the Village Board shall consider the following non-exclusive list of criteria:

1) *Aesthetics such that the current architecture is supported and enhanced; and health and safety such that construction and repairs are building code compliant, there is no environmental detriment and parking is sufficient.*
2) *Promotion of the primary development goal of adding to the Village's sales tax base through high-quality retail, upscale and family-oriented sit-down restaurants and specialty shops.*
3) *Businesses which do not directly contribute to the sales tax base of the Village may be approved if they otherwise attract shoppers and diners to the B-1 district, otherwise add to the positive mix of businesses within a vibrant downtown, and fill space that would otherwise remain vacant.*

Business License and Other Requirements

A separate **Business License** must be issued by the Clerk's Office prior to opening for business, and Building Permits may be required for any construction activities. Each Petitioner is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Village Board.

Signatures

I (We) certify that all of the above statements and statements on any documents or drawings submitted herewith are true to the best of my (our) knowledge and belief. **Sign in both locations if you are the applicant and the owner.**

SIGNATURE BY THE PROPERTY OWNER GRANTS ACCESS TO THE PROPERTY IN QUESTION TO THE VILLAGE OF WESTMONT, ITS STAFF, COMMISSION, AND VILLAGE BOARD MEMBERS, AND ATTESTS THE THE OWNER AGREES TO COMPLY WITH ANY CONDITIONS ESTABLISHED FOR THE USE.

Applicant SIGNATURE:

Dalita Laxminuu Moondrajor

Print Name of **Applicant** | Signature of **Applicant** and Date

Property Owner's SIGNATURE:

Brad Belden as Agent to Owner | Brad Belden

Print Name of **Property Owner** | Signature of **Property Owner** and Date

TO WHOM IT MAY CONCERN:

In regard to our application for a Business License for 8 W Burlington Ave, Westmont IL 60559 we would like to state the following:

We are Dalita Loreminia Moondragon and Juan Atilad Moondragon, we have lived in Westmont for the past 18 years.

Our business is currently in Chicago under the name of Escritorio Publico Inc. at 2202 W Cermak Rd, Chicago Illinois 60608 Our business has been serving the Pilsen and surrounding communities for the past 36 years, we have been in operation since 1989 in Chicago.

We offer Professional Preparation of Federal and State income tax for both personal and business establishments.

We offer professional business services for clients wishing to establish and register their businesses with the Federal , State, and local government .

We offer bookkeeping services and business tax preparation services for state and local sales and use taxes. We fill out forms to file business license applications, liquor licenses and any other types of permits for establishing a new business.

We offer Notary Service face to face and via internet.

We offer translation services of documents and letters in Spanish to English or vice versa.

We are a general services agency that helps file and or fill out documents online for people who don't have a computer or are not computer knowledgeable.

We plan to offer the same services here in Westmont.

The Name of the business is going to be called : ESCRITORIO PUBLICO INC, WESTMONT. This business will be an extension of the primary business previously mentioned above.

Our hours of operation will be open Monday through Friday from 11:30 am to 5:30 pm and Saturdays 12-4pm .We plan to have at least 4 employees at any given time.

We also currently have several businesses and clients from Westmont and the surrounding area with whom we prepare their taxes and payrolls.

We also own and operate a Retail business, at 6 W Burlington Ave, Named Treasures of The Universe Inc., for the past 16 years.

So, our current and future landlord will vouch for our reputation as good tenants during the time we have leased 6 W Burlington Ave.

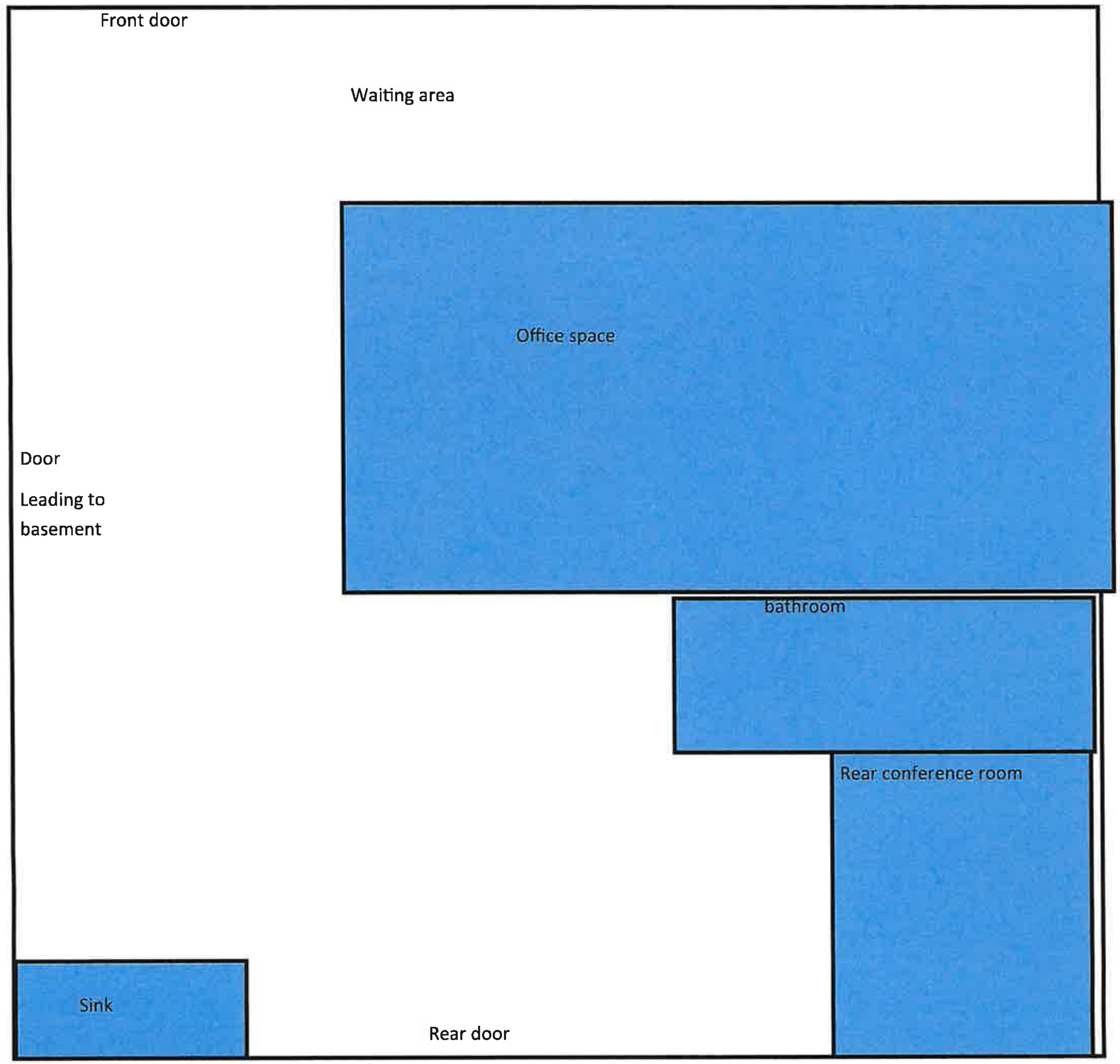
We hope that you can make our dream come true of opening our business in a Town that we have come to love and consider our home .

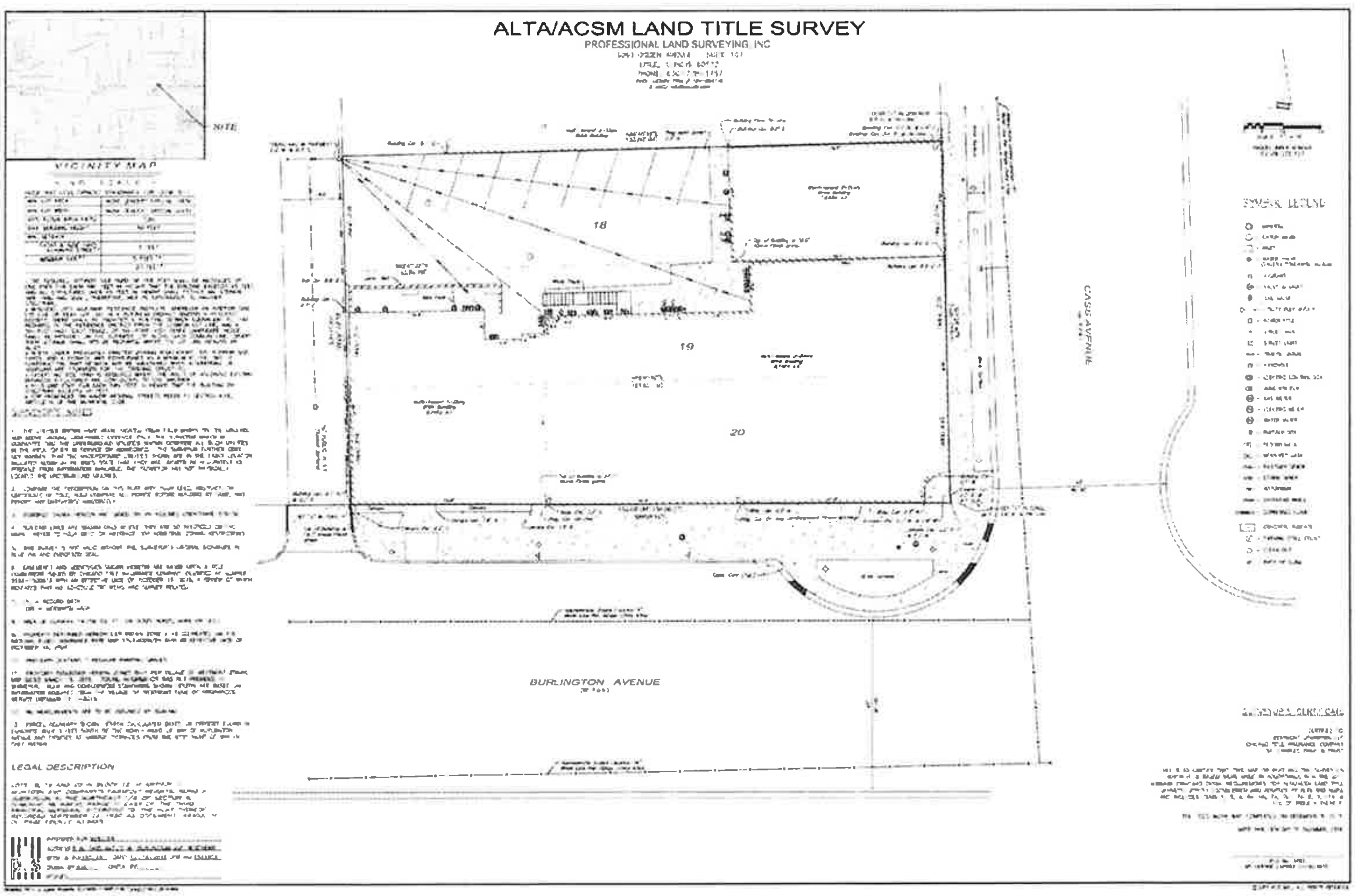
We look forward to hearing from you if you need any additional information.

Thank you.

Dalita Loreminia Moondragon and Juan Atilad Moondragon

BASIC LAY OUT OF 8 W BURLINGTON




ALTA/ACSM LAND TITLE SURVEY
PROFESSIONAL LAND SURVEYING, INC
VICINITY MAP
SURVEYOR'S NOTES
LEGAL DESCRIPTION
18
19
20
CASS AVENUE
BURLINGTON AVENUE
SYMBOL LEGEND

engineering group
service at the highest grade
2625 Butterfield Road
Suite 209W
Oakbrook, Illinois 60523

May 6, 2025

Mrs. Amy Ries, P.E.
Village of Westmont
155 E. Burlington Avenue
Westmont, Illinois 60559

Re: Professional Engineering Services Proposal
Des Moines Street Reconstruction Project

Dear Mrs. Ries:

Thomas Engineering Group, LLC (TEG) respectfully submits the following Proposal to the Village of Westmont for the Des Moines Street Reconstruction Project. TEG is excited about the opportunity to continue working with Village staff on this project. TEG has already assisted the Village with previous CBD and residential alley sections making TEG an excellent fit for this continued assignment. We will continue to investigate and evaluate best design and management practices to ensure that the Village's infrastructure investments are sustainable and cost effective.

PROJECT UNDERSTANDING

WESTMONT – DES MOINES STREET RECONSTRUCTION

The Village of Westmont's Public Works Department is seeking professional engineering services for design services to review and survey current conditions, make recommendations, and provide a detailed design plan and profile, associated details and specifications, and a cost estimate for improvements to Des Moines Street from Cass Avenue to Richmond Avenue. The Village desires to resurface Des Moines Street from Cass Avenue to Warwick Avenue and reconstruct from Warwick Avenue to Richmond Avenue. The reconstruction section will convert from an open drainage system to a closed drainage system with the addition of curb and gutter.

The project will be funded utilizing local and MFT funds. It is our understanding that the project limits are located in rights-of-way that are 66 ft. wide, with the east-west roadway being approximately 2,600 ft. in length. The design drawing(s) will be incorporated into a plan set for a project scheduled for construction in spring 2026.

The scope of engineering services includes the preparation of construction plans and specifications. Specific elements of the Project are listed below to convey a clear understanding of the target Project and required services.

1. A full topographic survey of Des Moines Street from Cass Avenue to Richmond Avenue and 100' north/south at each intersection, including manhole inspections and right-of-way layout.

2. Subconsultant costs for drilling and backfilling nine (8) pavement cores/soil borings along the roadway limits and environmental testing are included in the detailed estimate of Design Fees provided herein. These will assist in the design and cost estimate of reconstructing the roadway.

3. Where there are existing utility structures located within pavement (sanitary), existing structures will need to be adjusted to revised grades, removed, or abandoned along with associated infrastructure piping. Hours are included in the detailed estimate of Design Fees provided herein for manhole inspections and engineering of any necessary storm sewer.

4. TEG anticipates that the primary challenges of the project will include carefully planning coordination of construction activities with residents, garage access, and routine trash collection.

5. Another important challenge of this roadway reconstruction program includes preserving the adjacent structures and preventing damage to private property and large trees.

6. Consideration has also been given to coordination with the adjacent residents, Flagg Creek Water Reclamation District, Nicor, ComEd, AT&T, and other utility owners that may be impacted by the proposed improvements.

PROJECT APPROACH

TEG will initially engage Village staff to determine the specific concerns of the Project. TEG will compile this information and subsequently use our expertise to make recommendations that will best serve the Village. The TEG Team will perform the topographic field survey and begin developing roadway improvement plans, specifications, and estimates in accordance with applicable standards and criteria based on the funding type. The following scope applies to an improvement funded entirely with local funds and is an overview of the typical scope of services that are anticipated for professional design engineering services for the Des Moines Street Reconstruction Project.

1. Data Collection/Project Initiation
2. Data Analyses
3. Development of Concept Plans and Estimates (30%)
4. Preliminary Plans, Specifications, and Estimates (PS&E) Submittal (60%) and Village Review
5. Pre-Final PS&E Submittal (90%) and Village Review
6. Project Advertisement/Bid Assistance

PHASE I – PRELIMINARY ENGINEERING

The goal of the preliminary engineering is to gain an understanding of the Village's preferred alternative and to evaluate the most cost-effective and context-appropriate improvements that meet the Village's desires and budgetary needs. Our process will use the following steps of Data Collection, Project Initiation, and Data Analysis.

STEP ONE – Data Collection/Project Initiation. Before beginning the project design process, TEG will attend a preliminary meeting with the Village to discuss the purpose and need of the Project, decisions made during the Phase I process, the Project context, and to refine the scope as necessary to develop a shared understanding of the Project.

Data will be obtained from various Village Departments for development of the base drawings for the Project. The TEG Team will evaluate the conditions of relevant features and collect the necessary data required for determining the scope of construction for the existing conditions. TEG will use available surveys, aerials, as-builts, etc. and conduct any additional surveys necessary to prepare the required level of base mapping. The topographic survey will be performed throughout the roadway ROW during this STEP. Other types of data that may have to be gathered include:

a. As-builts/Record Drawings (if available)
b. ROW plats
c. Previous Studies
d. Property Specific Data
e. Utility Information
f. Water and sewer main atlases

Upon TEG's completion of base mapping, we will assist the Village with early utility coordination beginning at this stage by sending a notice and base mapping plans to all utilities located within the limits of the affected ROW.

STEP TWO – Data Analyses. The TEG Team will evaluate construction details with Village staff using the data collected in STEP ONE to identify several cost-effective strategies for the preferred alternative. Stormwater conveyance issues will also be identified in this STEP and shared with Village staff to identify the preferred scope of improvements.

PHASE II – DEVELOPMENT OF CONSTRUCTION DOCUMENTS

Construction documents will be developed following decisions made in the preliminary STEPS listed above. Review comments obtained from utility notices will be included in the plans for affected facilities. Estimates of cost and time will be prepared and maintained to track construction costs and schedules.

STEP THREE – Development of Concept Plans and Estimates (30%). TEG will advance the Project's design to a 30% completion level and base drawings will be prepared in the CAD format of the Village's preference. Sheet scales will be determined during their creation. The Project will be designed in English units. Following finalization of preliminary plans, a plan-in-hand review will be performed to verify their accuracy.

A standard set of construction plans and contract documents will be prepared for this Project and are anticipated to include the following items.

a. **Cover Sheet:** Includes location map, index of drawings, index of IDOT highway standards, contact information, seal and signature blocks.
b. **General Notes, Summary of Quantities, Schedules:** Includes all general notes applicable to this Project, list of all calculated quantities of construction materials with specialty item designations, IDOT pay code numbers, IDOT pay item descriptions, units, and total quantities.
c. **Alignment, Ties, and Benchmarks:** Includes proposed roadway alignment and side street alignments and necessary survey information to construct the improvements.
d. **Typical Sections:** Includes existing and proposed typical sections with IDOT pay items and any other necessary details.
e. **Plan & Profile Sheets:** Includes all details necessary for construction such as removals, restoration, geometry, drainage, and erosion control.
f. **Cross Sections:** Existing and proposed, plotted at 25 foot intervals and at driveways, including all details necessary for construction of proposed improvements within the existing ROW.
g. **IDOT and Westmont Details:** Includes details applicable to the Project.
h. **Special Provisions:** Includes the necessary IDOT and Village standard language for construction.

STEP FOUR – Preliminary Plans, Specifications, and Estimates (PS&E) Submittal (60%) and Village Review. With comments received from the field checks described in STEP THREE, TEG will advance the Project's design to a 60% completion level.

STEP FIVE – Pre-Final PS&E Submittal (90%) and Village Review. Once all preliminary review comments have been received, TEG will prepare plans, specifications, and estimates for the Pre-Final Submittal. During the 30% and 60% submittals, the various permits will be submitted in accordance with resource agency requirements and design schedule.

STEP SIX – Project Advertisement/Bid Assistance. Once all final review comments have been cleared and approved, TEG will engage the Village prior to advertisement. This proposed task will include the preparation of contract documents including plans and bid packages. TEG will duplicate and transmit all bid documents as necessary.

The TEG Team will attend required meetings including the pre-bid conference and bid opening as required by the Village.

DESIGN SCHEDULE

TEG has an excellent record of designing Projects within budget and scope as well as ensuring that Projects are delivered/completed on time. The proposed design schedule is as follows:

• Data Collection / Project Initiation	June 2025
• Data Analysis	July 2025
• Development of Concept Plans and Estimate (30%)	August 2025
• Preliminary PS&E Submittal (60%) and Village Review	October 2025
• Pre-Final PS&E Submittal (90%) and Village Review	December 2025
• Project Advertisement	February 2026

DESIGN FEES

We have utilized a direct labor multiple (DLM) contract type and a factor of 3.0 to calculate our cost estimate of consultant services (CECS) based on the actual Hourly Rate of Pay for the individuals assigned to the Project.

Our geotechnical subconsultant will provide geotechnical soil testing. The geotechnical scope of services includes determining the existing subgrade rating in addition to investigating the soil environmental conditions.

The total hours and costs associated with the project are summarized below:

Scope Item	Job Hours	Total Cost
Base Scope (Excluding Geotechnical Analysis)	900 Hours	$144,570.00
Geotechnical and Environmental Analysis	N/A	$15,000.00
	TOTAL	**$159,570.00**

Additional details of our estimates can be found in the Schedule of Estimate of Hours and Schedule of Services and Fees in Exhibits “A” and “B”. Please reference the following pages for greater detail of our estimate. While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village of Westmont may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. TEG is excited to serve the Village of Westmont again and can negotiate the scope and effort to meet the expectations of the Village.

Please note that the hours and fee included above for this project are the total for the full Des Moines Street Reconstruction Phase I and II engineering design scope. If funding for the project is provided from one or more sources, the total amount necessary is the above regardless of the funding source and can be provided from multiple sources if needed.

If you have any questions or require additional information, please e-mail at vincem@thomasengineering.com or call me at (630) 441-3761.

Sincerely,
thomas engineering group, llc

Vincent J. Micek, P.E., CFM
Project Manager

EXHIBIT “A”
Estimate of Hours
Base Scope

Project: Village of Westmont - Des Moines Street Reconstruction
Prepared By: Thomas Engineering Group, LLC
Date: 05/06/25

SHEET WORK

Plan Sheet Task	Plan Sheet Description (- Clarification)	Scale (If Applicable)	Number of Sheets	Hours Per Sheet	Total Hours
1	Cover Sheet, Index of Sheets		1	4	4
2	General Notes, Summary of Quantities, Schedules		6	4	24
3	Alignment, Ties, and Benchmarks		2	4	8
4	Typical Sections		1	8	8
	- Includes existing and proposed typical sections				
	- Sections extend from existing ROW to ROW				
5	Plan-Profile Sheets	1 in = 10 ft	26	10	260
	- Includes Removal Items				
	- Includes Proposed Geometry				
	- Includes Drainage and Utilities				
	- Includes Maintenance of Traffic				
	- Includes Erosion Control Plan/Landscaping				
6	Cross Section Sheets (2 per sheet, 25' spacing and driveways)	25' Intervals	100	1.5	150
	- Includes existing and proposed elements				
7	IDOT and Village Details		4	1	4
	Plan Sheet Subtotal		140		458

NON-SHEET WORK

Non-Sheet Task	Non-Sheet Description	Submittals, Duration, Etc.	Total Hours
1	Data Collection/Eval of Ex. Conditions/Survey	1	180
2	Special Provisions/Opinion of Probable Cost	1	40
3	Drainage and Utilities, NPDES Permit	1	60
4	Utility/Residential/IDOT Coordination and MFT Checklist	1	60
5	Bid Opening, Bid Assistance, Pre-Con Meeting	1	12
6	QA/QC (4% of Total)	Entire Project	36
7	Administration and Management (6% of Total)	Entire Project	54
	Non-Sheet Subtotal		442
	Total		900

Scope Assumptions: Public involvement meetings will not be required, LDS or LDTM will not be required for the stormwater system, DuPage County Stormwater Permit will not be required, Proposed lighting plan will not be required, ROW Acquisition will not be required.

EXHIBIT "B"
Schedule of Services and Fees
Base Scope

TO: Amy Ries, P.E.
Village of Westmont
Public Works Department

Thomas Engineering Group, LLC			Des Moines Street Design Services									
			SHEET WORK								TOTAL	
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7			
TITLE	RATE		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		JOB HOURS	DIRECT LABOR
PROJECT MANAGER	$ 75.00		2	4			60	30			96	$ 7,200.00
PROJECT ENGINEER	$ 45.00			12	2	8	100	80	2		204	$ 9,180.00
CHIEF SURVEYOR	$ 75.00										0	$ -
SURVEY/CADD TECHNICIAN	$ 40.00		2	8	6		100	40	2		158	$ 6,320.00
QA/QC	$ 70.00										0	$ -
	TASK SUBTOTAL		4	24	8	8	260	150	4		458	
											SUBTOTAL (SHEET WORK)	$ 22,700.00

Thomas Engineering Group, LLC			Des Moines Street Design Services									
			NON-SHEET WORK								TOTAL	
			TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7			
TITLE	RATE		HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS		JOB HOURS	DIRECT LABOR
PROJECT MANAGER	$ 75.00		20	20	20	20	8		54		142	$ 10,650.00
PROJECT ENGINEER	$ 45.00		40	20	40	40	4				144	$ 6,480.00
CHIEF SURVEYOR	$ 75.00		40								40	$ 3,000.00
SURVEY/CADD TECHNICIAN	$ 40.00		80								80	$ 3,200.00
QA/QC	$ 60.00							36			36	$ 2,160.00
	TASK SUBTOTAL		180	40	60	60	12	36	54		442	
											SUBTOTAL (SHEET WORK)	$ 25,490.00
											TOTAL DIRECT LABOR	$ 48,190.00

MULTIPLIER 3	$	144,570.00
DIRECT COSTS (SUBCONSULTANT - GEOTECHNICAL /ENVIRONMENTAL)	$	15,000.00
TOTAL	$	159,570.00

BASE SCOPE PROPOSAL $ 159,570.00

ORDINANCE NO.________

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of Village of Westmont have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

<u>SECTION THREE: REPEALER</u> All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

<u>SECTION FOUR: SEVERABILITY</u> This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

<u>SECTION FIVE: EFFECTIVE DATE</u> This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____________, 20____, by a roll call vote as follows:

AYES: ____

NAYS: ____

ABSENT: ____

____

Title: __________________________

ATTEST:

____

Clerk/Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF ________ ___)

SECRETARY/CLERK'S CERTIFICATE

I, _______________________, the duly qualified and acting Secretary/Clerk of the ____, _______________County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO.______

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

which Ordinance was duly adopted by said Council/Board at a meeting held on the _____ day of _____________, 20____.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____________, 20____.

____
Secretary/Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Village of Westmont ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"*;* and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. *"LOCAL EMERGENCY"* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. *"GENERAL MUTUAL AID"* means aid and assistance provided during non-emergency conditions.

J. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. *"NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)"* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. *"PERIOD OF ASSISTANCE"* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

<u>SECTION III</u>: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. .If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this 15th *day* May *of 20* 25.

For the Agency (Insert Name): Village of Westmont

By: ______________________________

Its: Mayor

Attest

By: ______________________________

Its: Village Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this__________day of________________________20________.

By:______________________________

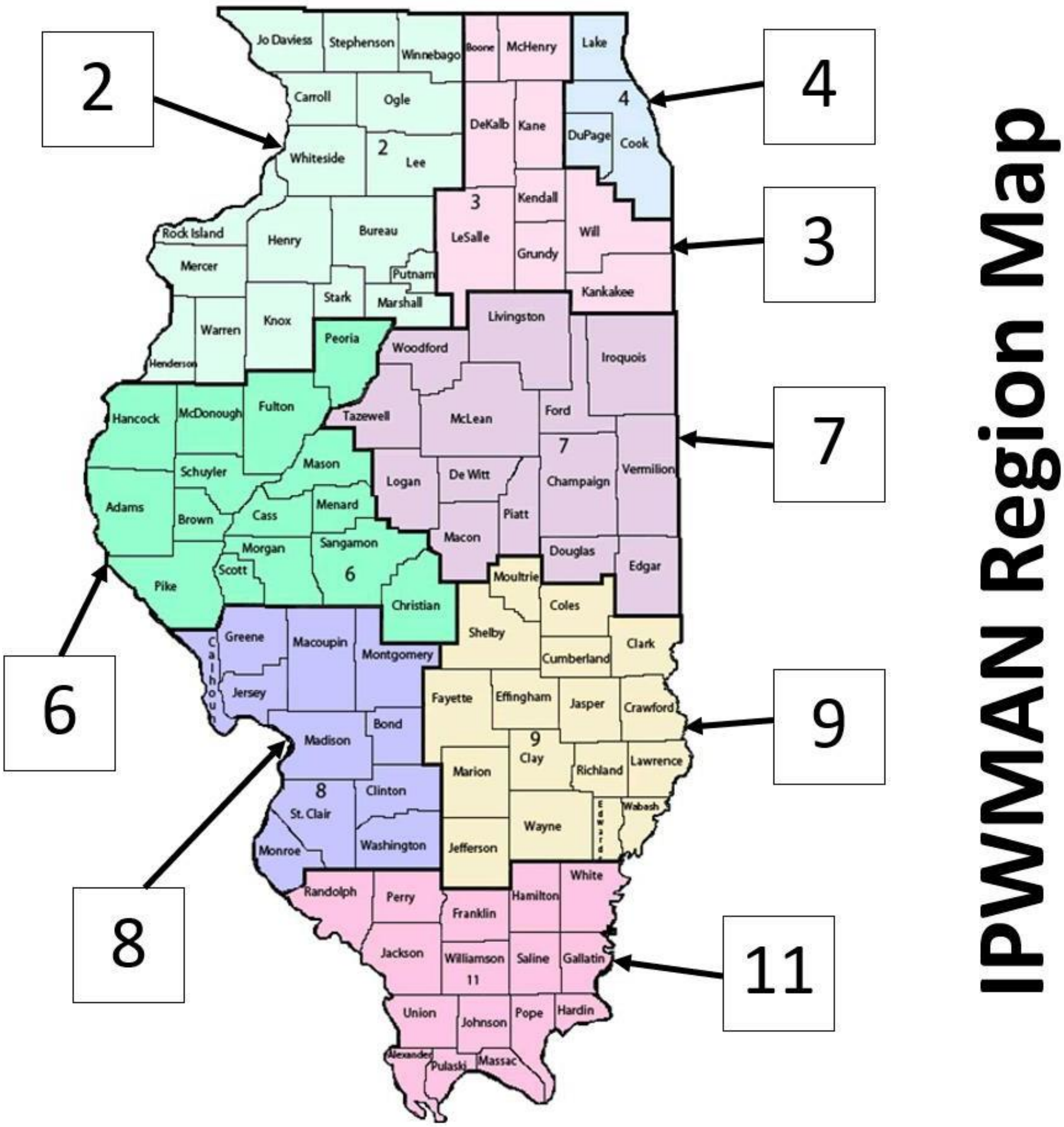
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: ______________________________

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



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Bylaws of
The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is **The Illinois Public Works Mutual Aid Network (IPWMAN)**.

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government, including a unit of local government from another state.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and enter into the Agreement on behalf of his or her public works agency.

Article Two
Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

a. *Membership Status*. In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

a. *Agency Members.* This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.

b. *Associate Members.* This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.

c. *Professional Liaison Members.* This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members. Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three

Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

• IPWMAN Regions	3, 6 and 8	3-year terms
• IPWMAN Regions	2, 7 and 9	2-year terms
• IPWMAN Regions	4 and 11	1-year term

Following the initial elections, the terms of office shall be for three years.

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 Authority. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPWMAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPWMAN. The executive officers of IPWMAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPWMAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPWMAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 **President.** The President shall:

a. Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.

b. Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.

c. Preside at all meetings of the Board of Directors and the Executive Committee.

d. Serve as an Ex-Officio member of all committees.

e. Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.

f. Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

g. Make all committee appointments with the advice and consent of the Board of Directors.

h. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 **Vice President.** In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

a. Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 **Secretary.** The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 **Treasurer.** The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5

Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six

Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 **Compensation.** If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 **Actions other than by or in the Right of IPWMAN. IPWMAN** and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 **Insurance.** IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 **Indemnification.** All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 **Contracts.** The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 **Borrowing.** No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.3 **Checks and Drafts.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 **Deposits.** All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 **Membership Dues and/or Fees.** Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 **Gifts.** The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 **Reimbursement.** The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 **Fiscal Year.** The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 **Books and Minutes.** IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.