



**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
October 16, 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 September 18, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. Finance Ordinances - 20 and 21

- i. Totals to be announced at the meeting.**

Type Motion

Budgeted

c. Purchase Order(s)

i. Safe Step LLC \$25,000.00

Concrete Sidewalk Cutting Not to Exceed \$25,000.00

Type Consent Item

Budgeted Yes

ii. West Central Municipal Conference \$25,092.00

Fall 2025 Tree Planting

Type Consent Item

Budgeted Yes

iii. Compass Minerals America \$27,128.00

Road Salt - State Bid Contract Pricing

Type Consent Item

Budgeted Yes

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

i. Totals to be announced at the meeting.

Type Consent Item

Budgeted

e. August 2025 Monthly Board Treasurer's Report

f. Decrease Class 5 Liquor License

- i. Board to consider an ordinance decreasing the number of available Class 5 local liquor licenses by one.

Background of Subject Matter

On August 18, 2025, Amazon Retail LLC, 20 West 63rd Street d/b/a Amazon Fresh closed and ceased doing business, in particular the sale of alcohol per a Class 5 local liquor license. The store has remained closed for over 30 days, giving the local Liquor Commissioner the authority to declare the liquor license lapsed and forfeited. This declaration has been made. Thus, the village needs to reduce the number of available Class 5 Liquor Licenses by one.

g. Proclamations

i. Proclamation - Arts DuPage

Board to consider a proclamation declaring the month of October Westmont Arts DuPage Month.

ii. Proclamation - Support Your Local Chamber Day

Board to consider a proclamation declaring October 15th as Support Your Local Chamber of Commerce Day in Westmont.

iii. **Proclamation - National Cybersecurity Awareness Month**

Board to consider a proclamation declaring October Cybersecurity Awareness Month in Westmont.

iv. **Proclamation - National Community Planning Month**

Board to consider a proclamation declaring October as Community Planning Month.

v. **Proclamation - Fire Prevention Week**

Board to consider a proclamation declaring October 5-11th as Fire Prevention Week in Westmont.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Appointment of Commission Member**

Board to consider a motion approving Mayor Nero's appointment of Brian Sible to the Fire and Police Commission.

Type Motion

Budgeted

b. **RFQ Selection and Construction Contract — Construction Manager at-Risk for Fire Department Headquarters**

Board to consider an ordinance approving the following items related to the construction of a new Fire Department Headquarters:

- A. Approving the selection of Leopardo Construction, Inc. to serve as the construction manager at-risk for the Fire Department Headquarters project pursuant to the Village's RFQ 25-01; and
- B. Approving a construction contract for construction manager at-risk services with Leopardo Construction for the Fire Department Headquarters project.

Background of Subject Matter

At the September 5, 2024 Village Board meeting, the board authorized a professional services agreement with 845 Design Group for a facility evaluation of the Fire Department Headquarters building. As a result of this analysis and various public meetings, it was decided to move forward with

the design of a new fire station on the same site. At the June 12, 2025 Village Board meeting, the Village Board approved a professional services agreement with 845 Design Group for schematic design, design development, construction document preparation, procurement and construction phase services. The next step in the Fire Department Headquarters building project is the procurement of a Construction Manager at Risk for the construction of the project.

Additional Background

On August 12, 2025 the Village released RFQ 25-01 Construction Management at Risk Services for the Village of Westmont New Fire Department Headquarters Station 183. The RFQ was advertised in the newspaper, the Village's website and Demandstar, an online procurement service. The RFQ responses were due on August 26, 2025. Eight firms responded to the RFQ, they were reviewed and five were shortlisted for an interview. After the interviews, the firms were scored based upon various criteria including capability, capacity and qualifications; suitability and quality of the approach; milestones and deliverables; outcomes to be achieved; communication with the owner; and on-time/on-budget performance. After scoring of the firms, staff recommends Leopardo Construction be selected as the Construction Manager at-Risk for the project and staff recommends approving a construction contract with Leopardo based on a guaranteed maximum price to be determined during the preconstruction phase.

Recommendation

Approve

Type	Agreement/Contract
Budgeted	Yes

c. **Remodeling Work - Village Hall Breakroom**

Board to consider an ordinance approving a Proposal and Addendum with Albrite Building, Inc. for remodeling work to the breakroom at Village Hall.

Background of Subject Matter

The breakroom at Village Hall has not been updated since its original construction around 1999 and requires remodeling. Albrite Building, Inc. submitted a Proposal to the Village for this remodeling work in the amount \$47,135.00. The Village has prepared its standard Addendum which supplements the terms of the Proposal. The Village has utilized Albrite on several previous remodel projects at the Police Station and the Fire Station, and the Village has found Albrite's work to be professional, timely, and cost-effective.

Additional Background

Since this work is likely considered a public improvement project, the Village

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

Recommendation

Approve

Budgeted

No, but sufficient funds have been appropriated and are available.

Type Ordinance

Budgeted

d. **Washington and Traube Infrastructure Improvements- Change Order #1**

Board to consider an ordinance approving Change Order #1 for the Washington and Traube Infrastructure Improvements project for an amount not to exceed \$200,000.

Background of Subject Matter

The Village Board awarded a contract to Performance Construction & Engineering LLC on March 20, 2025 in the amount of \$6,568,713.00. This project included watermain replacement on Washington St from Naperville Rd to Ogden Av, storm sewer installation on Traube Ave and Grant St, combination curb and gutter from the Police Department to Washington St, sidewalk, asphalt paving on Traube, thermoplastic pavement marking and landscape restoration.

Additional Background

There was recently a request to include resurfacing of Washington Street from Naperville Rd to Ogden Ave as a change order to the project. The majority of Washington St is open ditches and does not have curb and gutter or storm sewer. This change order would include milling and resurfacing of Washington St from Naperville Rd to Ogden Av as well as structure adjustments and other associated work. Please note that once this area is resurfaced, no curb and gutter or storm sewer could be installed for 15-20 years.

Recommendation

Approve

Type Ordinance

Budgeted

e. **Temporary Liquor License Text Amendment**

Board to consider an ordinance amending Chapter 10 "Alcoholic Beverages", Article 1, Section 10-2 "Local Liquor Commissioner" of the Westmont Municipal Code regarding the procedures for waiving certain temporary liquor license fees.

Background of Subject Matter

This amendment allows the Liquor Commissioner to waive the \$100/day temporary liquor license fee for events where the proceeds benefit a nonprofit, where the event is open to the public and the alcohol is provided by a Westmont business, or where the Village has requested the business provide alcohol at the event.

Additional Background

Historically, it has taken specific action of the Village Board to waive license fees, usually on a case-by-case basis. Fees have always been waived if the proceeds benefit a nonprofit. More recently, the Board also waived fees for Westmont businesses participating in the Vision & Vibe event at the request of the Village. As another example of what could be waived, the Village recently suggested the FMC Natatorium utilize a local business to provide alcohol at a national event, and could waive the standard fee associated with this. Temporary fees would not be waived for something like a business having someone sell alcohol at an event for their employees, or a business doing an open house where the public is welcome, but the alcohol sales are done by a non-Westmont business.

Recommendation

Approve

Type Ordinance

Budgeted

f. Committing Convention & Tourism Funds

Board to consider an ordinance committing a portion of the Convention and Tourism Fund Balance for Infrastructure Purposes.

Background of Subject Matter

Beginning in August 2019, pursuant to 65 ILCS 5/8-3-14b, non-home rule municipalities can spend up to 25% hotel / motel tax monies collected on economic development and public infrastructure where the Village is a member of the DuPage Convention and Visitors Bureau. Since the effective date of 65 ILCS 5/8-3-14b in August 2019, the Village has spent a portion of the 25% allotment on economic development and infrastructure, but not the entire allotment, leaving the amount \$664,862.00 of Convention and Tourism Fund balance eligible to be spent on economic development and infrastructure. Finance recommends that the Village Board commit the entire amount of \$664,862.00 of the Convention and Tourism Fund balance to Infrastructure, considering the Village's ongoing demand for quality

infrastructure.

Recommendation

Approve

Type

Ordinance

Budgeted

Yes

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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



**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, September 18, 2025.

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Nero P Clerk A. Szymiski P

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

STAFF:

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

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Barker welcomed everyone to the meeting.

OPEN FORUM:

- Paras Gautam, 404 E 58th Street, Westmont, IL: Addressed the Village Board about District 60 Funding.

VOTING KEY:

A=ABSENT
P=PRESENT

AB=ABSTAIN
Y=YES

N=NO **W=Withdrawn**
R=RECUSE

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

VOTING SUMMARY

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

REPORTS

Mayor Nero

- Recapped the Vision & Vibe Fest went well. Thanked the people who were involved.
- The FMC Natatorium will host the Swimming World Cup from October 17 - 19. More information can be found on their website, fmcnatatorium.org.
- Thanked Trustee Barker for filling in last week as Mayor Pro-Tem.
- Highlighted the golf outing fundraisers for Special Olympics.
- The Chamber of Commerce had the Open House event at the pickleball facility.
- Will be meeting with the Oakbrook Hilton about economic development.

Village Clerk Szymiski

- Village offices will also be closed on October 13th.

Trustee Guzzo's report was given by Mayor Nero.

- The Fire Department Open House is September 20th at the headquarters station.
- Silent Parade is scheduled for October 10th.

Trustee Scales' report was given by Mayor Nero

- The Planning and Zoning meeting is scheduled for October 8th at Village Hall.
- Gave an update on the Comprehensive Plan. Staff is in the beginning stages of updating the plan from 2013. Look for announcements to participate in the crafting of a document that guides decisions on future land use in the Village.

Trustee Parilli

- The next Public Works Committee is December 4th at 4:30pm.
- There will be a free tree seedling giveaway and sign up is October 1st.
- There is free leaf pickup from November 3 - 29th. Stickers are not required and only kraft paper bags may be used.
- Construction updates can be found on the website.

Trustee Plowman

- The next Police Public Safety committee meeting will be November 20th and will take place at Village Hall.
- There is a papershred event on October 4, 2025 at the Police Department at 500 N. Cass Ave. The asking donation is \$10/box and the proceeds go to Special Olympics of Illinois.
- Prescription Drug Take back day is October 25th from 10am - 2pm. This will take place at the Police Department, 500 N. Cass Ave at the Westmont Marianos, 150 W. 63rd Street.
- Gave an update on Vision and Vibe. It was beautiful weather and it was a nice event. There was lots of diverse art and performances.

Trustee Liddle

- The next Administration Finance Committee meeting will be October 2nd, 4:30pm at Village Hall.
- The endless summer car shows have been going on. Westmont Special Events has been bringing the car shows to area senior care facilities. This year there will be 6 car shows.
- Wicked West Fest is a month-long celebration in October. Events have been posted on the Village website.

Trustee Barker

- Gave an update on the Public Works Committee.
 - There was a lengthy discussion on stormwater. Many residents came to talk about their experience.
 - A lengthy update was given on capital projects. This gave an opportunity to discuss project delays.
- Pumpkin composting will be November 8th at the Westmont Library. They must be free from decorations.
- The next electronic recycling event will be November 22, 2025 from 8am - 12pm. Some items will have a fee for disposal.
- Shared sentiments on the Vision & Vibe Fest. He thanked Westmont Special Events, Public Works, Police and Fire. Many thanks to Village staff and can't wait for next year.
 - The community canvas project was a great activity.
 - Gave recognition to the Creative Art Network.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager Gunther addressed the Board on this agenda item.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **September 4, 2025**.

(B) FINANCE ORDINANCE

(C) PURCHASE ORDERS: No Purchase Orders

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): \$ 4,282,208.02
(No Purchase Orders)

Motion by **Trustee Liddle**.

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

VOTE ON MOTION #1

Ayes: Barker, Liddle, Parrilli, Plowman

Nays: None

Absent: Guzzo, Scales

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) STRATEGIC PLANNING SERVICES

Government Services Director Mielcarski addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a service agreement with CP2 Consulting, Inc. for strategic planning services.

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

VOTE ON MOTION #2

Ayes: Barker, Liddle, Parrilli, Plowman

Nays: None

Absent: Guzzo, Scales

(3) WESTMONT CENTRE LEASE AGREEMENT

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

Motion by **Trustee Plowman** to consider an ordinance approving a Westmont Centre lease for Illinois State Senator Suzy Glowiak Hilton.

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

VOTE ON MOTION #3

Ayes: Barker, Liddle, Parrilli, Plowman

Nays: None

Absent: Guzzo, Scales

(4) MASTER LICENSE AGREEMENT - LUMOS FIBER OF ILLINOIS, INC.

Assistant Village Manager Parker and Alan Rothman addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a Master License Agreement between Lumos Fiber of Illinois, LLC and the Village of Westmont.

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

VOTE ON MOTION #4

Ayes: Barker, Liddle, Parrilli, Plowman

Nays: None

Absent: Guzzo, Scales

MISCELLANEOUS

- Mayor Nero reminded everyone that this weekend is the anniversary for the FMC Natatorium. The Natatorium is asking for an additional \$10,000 - 11,000 in grant funds from the Village. The final number is to be determined.
- Next year is the 250 year anniversary of the United States. Looking to increase the fireworks show and add a drone show. This would be coming out of the convention tourism funding.

(5) ADJOURNMENT

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

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

VOTE ON MOTION #5

Ayes: Barker, Liddle, Parrilli, Plowman

Nays: None

Absent: Guzzo, Scales

MEETING ADJOURNED AT 6:43 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 16th day of October, 2025



Village of Westmont

Purchase Order

PO Date: 2025-09-23

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase
Order #

25204025

Vendor:

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

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100696	920-202-0954	866-479-1069				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Concrete sidewalk cutting- TIPS contract # 2306020		1.0	EACH	\$25,000.00	\$25,000.00
	Concrete sidewalk cutting - not to exceed					
	GL Account: 0154230 - 55031 - 5INF \$25,000.00					
	Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$25,000.00**

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

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

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

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



Village of Westmont

Purchase Order

PO Date: 2025-09-23

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase
Order #

25204024

Vendor:

West Central Municipal Conference
2000 5th Avenue
Building N
River Grove, IL 60171

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100609	708-453-9100 x246					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Fall 2025 Trees GL Account: 0154270 - 57061 - 2I&I Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559		1.0	EACH	\$25,092.00	\$25,092.00

By: Spencer Parks
Authorized Signature

PO Total **\$25,092.00**

*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: 2025-10-07

Page: 1 of: 1

Bill To:

PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

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

Purchase
Order #

25204159

Vendor:

COMPASS MINERALS AMERICA INC.
9900 WEST 109TH STREET
SUITE 100
OVERLAND PARK, KS 66210

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100570	913-344-9100					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Road Salt - State bid State bid - Road salt GL Account: 0154230 - 56022 - 5INF Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559		400.0	EACH	\$67.82	\$27,128.00

By: Spencer Parks
Authorized Signature

PO Total **\$27,128.00**

*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

Monthly Treasurer's Report

For the 8 Month Period Ending August 31, 2025

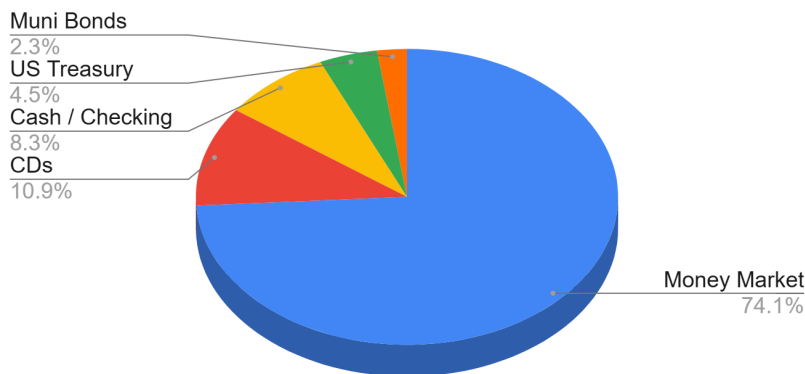
Introduction

The following analysis represents the Village's Treasurer's Report for the eight (8) month period ending August 2025. Comparative data for the eight (8) month period ending August 31, 2024 has been included on certain data tables. The Village's cash and financial position are strong as we move into the last few months of FY2025B.

Cash & Investment Balances

Fund	Fund Name	Cash and Investments 08/31/2025	Fund	Fund Name	Cash and Investments 08/31/2025
01	General Fund	\$24,516,476	62	IMRF / Social Security Fund	\$948,590
05	Convention & Tourism Fund	\$2,752,695	63	MFT Rebuild Fund	\$0
17	Employee Benefits Fund	\$0	64	Performance Bond Fund	\$594,364
25	Vehicle Replacement Fund	\$3,194,867	66	DEA Fund	\$1,086,574
30	Capital Projects Fund	\$1,255,306	68	Long Range Planning Fund	\$11,401,720
33	Stormwater Fund	\$7,415,493	82	TIF SWBD Fund	\$579,608
41	Water Fund	\$6,165,311	83	TIF CBD Fund	\$0
50	Debt Fund	\$553,372	91	Fire Pension Fund	\$1,199,345
61	Motor Fuel Tax (MFT) Fund	\$2,159,033	-	Grand Total	\$63,822,754

Cash & Investment Allocation By Type



Revenues

Major Revenue Item	FY2025B	FY2024	% Change
Property Taxes	\$5,658,521	\$5,525,729	2.40%
Sales Tax	\$8,366,747	\$7,802,933	7.23%
Water Revenue	\$5,770,000	\$5,342,736	8.00%
Income Tax	\$3,203,229	\$2,990,150	7.13%
Places for Eating Tax	\$1,543,064	\$1,472,753	4.77%
Non Home Rule Sales Tax	\$1,637,484	\$1,489,542	9.93%
State MFT	\$719,436	\$703,190	2.31%
Hotel / Motel Tax	\$555,500	\$601,079	-7.58%

Analysis:

Most Village revenue accounts shown above are showing strong growth this year compared to last year. Low unemployment, stock market performance, strong household wages and inflationary factors have produced higher spending and improved incomes in Illinois. These factors underpin the strong growth in income tax revenue and sales oriented revenues shown above. Additionally, new sales tax generating organizations like ADT and Accredo Health are welcome additions to the Village. Water rate revenues are up 8% overall, led by increases in water rates that went into effect in February and May 2025. Overall water consumption is up marginally over the prior year.

Expenses

Department-General Fund	FY2025B	FY2024	% Change
Police	\$6,632,392	\$6,715,111	-1.23%
Fire & Ambulance	\$5,489,591	\$5,949,337	-7.73%
Public Works	\$4,433,241	\$4,534,630	-2.24%
Transfers	\$0	\$2,869,030	-100.00%
Community Development	\$927,197	\$968,050	-4.22%
Administration & Legislation	\$1,180,673	\$1,179,234	0.12%
Information Technology	\$839,682	\$871,513	-3.65%
Finance	\$802,637	\$832,509	-3.59%
Human Resources	\$288,795	\$602,418	-52.06%
Communication	\$100,460	\$96,279	4.34%

Analysis:

The Public Works Department has seen reduced expenses this year compared to the prior year due to both Staff turnover and reduced energy costs. The IT Department has seen reduced expenses compared to prior year because of a few one time projects paid in March & April 2024 related to public safety wireless network routers, CCTV cameras and Microsoft Enterprise licensing. Fire and Ambulance expenses decreased this fiscal year compared to the prior year primarily due to a required accounting entry under GASB 87 for reporting of a medical equipment lease expense of \$572,682. Finally, the Human Resource Department saw significant attorney fees paid last year related to a legal matter.

Budget vs Actual by Fund

Fund	Fund Name	Budget Revenues	Actual Revenues	Variance	Budget Expenses	Actual Expenses	Variance
01	General Fund	\$ 37,146,482	\$ 19,557,286	\$ (17,589,196)	\$ 37,146,457	\$ 20,694,668	\$ 16,451,789
05	Convention & Tourism Fund	\$ 961,185	\$ 567,728	\$ (393,457)	\$ 1,010,648	\$ 590,848	\$ 419,800
17	Employee Benefits Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	Vehicle Replacement Fund	\$ 1,535,961	\$ 49,838	\$ (1,486,123)	\$ 1,575,458	\$ 1,009,776	\$ 565,682
30	Capital Projects Fund	\$ 827,803	\$ 283,513	\$ (544,290)	\$ 7,335,750	\$ 1,702,745	\$ 5,633,005
33	Stormwater Fund	\$ 2,448,500	\$ 1,157,032	\$ (1,291,468)	\$ 5,441,100	\$ 1,952,741	\$ 3,488,359
41	Water Fund	\$ 14,905,723	\$ 5,963,694	\$ (8,942,029)	\$ 19,600,686	\$ 8,220,530	\$ 11,380,156
50	Debt Fund	\$ 2,340,665	\$ 11,835	\$ (2,328,830)	\$ 2,220,975	\$ 2,155,334	\$ 65,641
61	MFT Fund	\$ 637,356	\$ 660,284	\$ 22,928	\$ 2,135,000	\$ 676,058	\$ 1,458,942
62	IMRF / Social Security Fund	\$ 2,064,029	\$ 955,313	\$ (1,108,716)	\$ 2,380,462	\$ 1,475,498	\$ 904,964
63	MFT Rebuild Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	Performance Bond Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	DEA Fund	\$ 289,885	\$ 156,409	\$ (133,476)	\$ 102,725	\$ 54,408	\$ 48,317
68	Long Range Planning Fund	\$ 539,640	\$ 309,230	\$ (230,410)	\$ 2,212,414	\$ -	\$ 2,212,414
82	TIF SWBD Fund	\$ 789,957	\$ 345,119	\$ (444,838)	\$ 771,640	\$ 78,164	\$ 693,476
83	TIF CBD Fund	\$ 2,483,000	\$ 684,920	\$ (1,798,080)	\$ 2,483,000	\$ 374,815	\$ 2,108,185
91	Fire Pension Fund	\$ 58,790	\$ 148,346	\$ 89,556	\$ 5,350	\$ 6,125	\$ (775)
	Grand Total	\$ 67,028,976	\$ 30,850,549	\$ (36,178,427)	\$ 84,421,665	\$ 38,991,710	\$ 45,429,955



Village of Westmont
VILLAGE BOARD

31 West Quincy Street, Westmont, Illinois 60559

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

**Arts
DuPage** Proclamation 25-_____

A proclamation celebrating October as Arts DuPage Month in the Village of Westmont

WHEREAS, the arts, culture, and humanities are the embodiment of all things beautiful and entertaining in the world -- the enduring record of human achievement; and

WHEREAS, the arts, culture and humanities enhance every aspect of life in the Village of Westmont - improving our economy, enriching our civic life, driving tourism, and exerting a profound positive influence on the education of our children; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race, and ethnicity; and

WHEREAS, the arts provide full-time employment for more than 15,000 workers in DuPage County; and

WHEREAS, the Village of Westmont has embraced local artists by creating a community arts initiative which includes new events to showcase and promote artists and their work; and

WHEREAS, the month of October has been recognized as Arts DuPage Month by Arts DuPage and the arts and cultural organizations in all the communities within DuPage County:

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim October 2025 as **WESTMONT ARTS DUPAGE MONTH** and call upon all citizens to celebrate and promote the arts and culture in DuPage County.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

Steven T. Nero
Mayor

Attest: _____
Amanda Szynski
Village Clerk



**Village of Westmont
OFFICE OF THE MAYOR**

31 West Quincy Street, Westmont, Illinois 60559

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

Proclamation 25-_____

**SUPPORT YOUR LOCAL CHAMBER OF COMMERCE DAY
OCTOBER 15, 2025**



WHEREAS, the Village of Westmont and the Westmont Chamber of Commerce and Tourism Bureau have had a cooperative relationship since the WCCTB was established in 1974; and,

WHEREAS, the Westmont Chamber of Commerce and Tourism Bureau advocates for, promotes, and encourages area businesses; and,

WHEREAS, the Westmont Chamber of Commerce promotes economic development and offers educational programs to our business community; and,

WHEREAS, the Westmont Chamber of Commerce encourages collaboration among area businesses and provides networking opportunities; and,

WHEREAS, the Westmont Chamber of Commerce and Tourism Bureau strengthens our business community and creates jobs in our area; and,

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim October 15, 2025 as **Support Your Local Chamber of Commerce Day** and call upon all citizens to Shop, Dine, & Discover Westmont!

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

Steven T. Nero
Mayor

Attest: _____
Amanda Szymiski
Village Clerk



Village of Westmont

ADMINISTRATION

Information Technology

31 West Quincy Street, Westmont, Illinois 60559

it@westmont.il.gov | 630-981-6240

westmont.illinois.gov | 630-981-6200

P25-_____

Village of Westmont Proclamation

National Cybersecurity Awareness Month

“Building a Cyber Strong America.”

WHEREAS, the Village of Westmont recognizes the importance of identifying, responding to, and protecting against cyber threats to our individual and collective security and privacy; and

WHEREAS, protecting our data and technologies from malicious hackers and cyber threats is important to all; and,

WHEREAS, nearly 1 billion emails were exposed in a single year, affecting 1 in 5 internet users; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility in which each of us - elected officials, staff, and community members each play a critical role; and

WHEREAS, it only takes one person to create a data breach; and

WHEREAS, We must work together and remember to Stop, Think, Connect; and,

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim the month of October to be **Cybersecurity Awareness Month** in the Village of Westmont. Asking residents to remember that “Cyber Threats Don’t Take Time Off”

PASSED AND APPROVED, by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

Steven T. Nero
Mayor

Attest: _____
Amanda Szymiski
Village Clerk



**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

P25-_____ Village of Westmont

Proclamation - Community Planning Month



WHEREAS, planners work to improve the well-being of all people living in our communities by taking a comprehensive perspective of a community and its goals; and,

WHEREAS, change is a constant, planners help to navigate change; and,

WHEREAS, planning leads to safer, resilient, more equitable and more prosperous communities; and,

WHEREAS, a clear long-term vision for the future spurs economic development and reinvents the options for a community and its residents; and,

WHEREAS, smart land use decisions keep a community viable;

We celebrate the contribution of our planners and recognize the role that planning plays in creating great communities in October with National Community Planning Month,

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim October 2025 as **Community Planning Month** and celebrate the creating of community.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

Steven T. Nero
Mayor

Attest: _____
Amanda Szymiski
Village Clerk



**Village of Westmont
FIRE DEPARTMENT**

6015 South Cass Avenue, Westmont, Illinois 60559

fire@westmont.il.gov | 630-981-6400
westmont.illinois.gov | 630-981-6200

P25-_____

Fire Prevention Week Proclamation

To designate the Week of October 5-11, 2025 as Fire Prevention Week

WHEREAS, the Village of Westmont is committed to ensuring the safety and security of all those living in and visiting Westmont; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the presence of lithium-ion batteries in many household devices introduces unique fire event risks; and

WHEREAS, residents should follow three key calls to action: Buy only listed products, charge batteries safely, and recycle them responsibly to prevent battery-related fires; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, Westmont first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

WHEREAS, the 2025 Fire Prevention Week theme is “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home”.

THEREFORE, I Ronald J. Gunter, Mayor of Westmont do hereby proclaim October 5-11, 2025, as **Fire Prevention Week** throughout this village, and I urge all the people of Westmont to properly store and recycle lithium-ion batteries in and to support the many public safety activities and efforts of the Westmont Fire Department.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

APPROVE:

ATTEST:

Steven T. Nero
Mayor

Amanda Szymiski
Village Clerk



Commercial & Residential

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

DATE: 08-22-2025
PROPOSAL # 08192025-1
FOR: 31 W Quincy St
Westmont, IL 60559
Village Hall Breakroom
TO: Randy Tuchow
Westmont Public Works
31 W Quincy Street
Westmont, IL 60559

DESCRIPTION	AMOUNT
<i>Proposal for Village Hall Breakroom at 31 W Quincy St, Westmont, IL 60559.</i>	
1) Demolition	\$ 1,500.00
- Demo of existing millwork.	
- Demo of existing floor finishes.	
- Demo of the window ledges.	
2) New walls, carpentry	\$ 3,600.00
- New drywall partition for plumbing.	
3) Millwork	\$ 10,950.00
- Furnish and install new kitchen cabinets.	
4) Countertops	\$ 8,500.00
- Kitchen countertop plus window sill.	
- Material - Silestone quartz 3 cm Miami Vena or Blanco Marble Oro, Eased edge.	
- Kitchen sink cut out.	
- backsplash tiles (Allowance \$2,000/materials).	
5) Plumbing	\$ 5,600.00
- Furnish and install lunch room sink ELUHAD421855 ADA (\$1786 allowance).	
- Furnish and install Moen Sleek Faucet or Chicago Gooseneck (\$500 allowance).	
- Relocate existing lunch room sink.	
- Remove old location plumbing.	
- Furnish and install electric water heater under the sink (point of use) (\$400 allowance).	
- Create two kitchen outlets 1, 1/2" additional 2: clean out.	
6) Electric Work	\$ 6,600.00
a) General Electric Work	
- Provide and install a TV outlet with data stub.	
- Provide and install new GFCI outlets with USB charge ports for kitchen.	
b) Dedicated Circuits	
- Dedicated 120V lines to the panel for new circuits for refrigerator, garbage disposal, counter gfcI outlets and ice maker.	
- Dedicated 240V line to panel for electric stove.	
- Dedicated line to the panel for the hood/microwave.	
c) Lighting	
- Provide and install 6-inch cans on the ceiling.	
- Provide and install dimmer switches suitable for the cans.	

General Provisions

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

Albrite Building, Inc.

Date:

Jan Szlembariski, Director Of Construction

Accepted by:

Date:

Subtotal	\$	47,135.00
Tax Rate		0.00%
Sales Tax		-
Misc		-
TOTAL	\$	47,135.00

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

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

This Addendum to Proposal (“Addendum”) is made this 16th day of October, 2025, by and between Albrite Building, Inc., an Illinois corporation ("Vendor"), located at 229 W. Ogden Avenue, Westmont, Illinois 60559, and the Village of Westmont, an Illinois municipal corporation (“Village”), located at 31 W. Quincy Street, Westmont, Illinois 60559 (Vendor and the Village may be collectively referred to herein as the “Parties”).

WHEREAS, the Village owns and operates its Village Hall, located at 31 W. Quincy Street, Westmont, Illinois (the “Property”), and the Village requires labor and materials for renovation work to the Village Hall breakroom as detailed in Vendor’s Proposal (the “Work”); and

WHEREAS, the Vendor is willing to perform for the Work pursuant to its Proposal & Contract (“Proposal”) submitted to the Village and dated August 22, 2025, and pursuant to the terms and conditions contained in this Addendum; and

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

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

I. SCOPE OF SERVICES; PRICE; PAYMENT

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

The total cost of the Work is an amount not to exceed Forty Seven Thousand One Hundred Thirty Five and 00/100 Dollars (\$47,135.00)(the “Price”). The Price may be amended by change orders agreed to by the Parties in accordance with Section 18 of this Addendum.

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

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

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

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

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

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

II. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES AND PERMITS

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

costs of such Village permits, unless the costs of Village permits are waived by the Village.

I.2 TIME FOR COMPLETION

The Vendor shall complete all Work, excluding punch list items, on or before **December 15, 2025**. The Parties may mutually agree to extend this completion date due to change orders requested by the Village, due to hidden and unforeseeable conditions in the Village's property and existing improvements thereon, due to reasons of force majeure, or for other reasons. Upon completion of the Work, Vendor and the Village shall perform a final inspection of the Work and prepare and agree upon a punch list of any remaining minor items of Work within fifteen (15) days of the completion of the Work. Vendor shall complete all punch list items within thirty (30) days after the Parties agree to the punch list.

I.3 PAYMENT OF SUBCONTRACTORS AND MATERIALMEN; LIENS

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

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

Addendum, cease all Work, and waive any right to recover such payment or to recover other damages against the Village. In such case, Vendor agrees that it will not file a notice of or record a lien against the Village or Property under any circumstances, and that any such notice or filing shall constitute intentional slander of title, for which the Village may pursue any and all lawful and equitable remedies.

I.4 INSPECTION OF WORK

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

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

2 INDEMNITY AND HOLD HARMLESS AGREEMENT

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

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

3. NONDISCRIMINATION

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

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Addendum, the Vendor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Addendum.
- 3.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Vendor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., the Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and the Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.
- 4. SEXUAL HARASSMENT POLICY**
- 4.1 The Vendor, as a party to a public contract, shall have a written sexual harassment policy that:
- A. Notes the illegality of sexual harassment;
 - B. Sets forth the State law definition of sexual harassment;
 - C. Describes sexual harassment utilizing examples;
 - D. Describes the Vendor's internal complaint process including penalties;
 - E. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - F. Describes the protection against retaliation afforded under the Illinois Human Rights Act.
- 5. EQUAL EMPLOYMENT OPPORTUNITY**
- 5.1 In the event of the Vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Addendum may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the Work, the Vendor agrees as follows:
- 5.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are

underutilized and will take appropriate affirmative action to rectify any such underutilization.

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

municipal corporations.

6. DRUG FREE WORKPLACE

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

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

7. [Intentionally deleted.]

8. INSURANCE REQUIREMENTS

- 8.1 Prior to starting the Work, Vendor and any subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the

Vendor or subcontractor or any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or coverages and limits required by law unless otherwise agreed to by the Village.

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

- 8.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Addendum. The limit must be on a “Per Project Basis.”
- 8.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 8.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 8.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 8.6 Vendor and all subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Westmont, and its officers, officials, employees, and volunteers” as “additional insureds” with respect to liability arising out of Work; and claims for bodily injury or death brought against Village by Vendor’s or subcontractor’s employees, or the employees of subcontractor’s subcontractors of any tier, or third parties, however caused,

related to the performance of the Work. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

- 8.7 Vendor and all subcontractors shall maintain in effect all insurance coverages required by this Addendum at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Vendor or any subcontractor fails to procure or maintain any insured required by this Addendum, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Vendor or subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate the Proposal and this Addendum pursuant to its terms.
- 8.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Vendor or subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Vendor or subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 8.9 Any deductibles or selfinsured retentions shall be the sole responsibility of Vendor or subcontractor, as applicable. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or selfinsured retentions as respects the Village, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9. SUBLETTING OF CONTRACT

- 9.1 No portion of the Work shall be assigned, or any part subcontracted without the written consent of the Village Manager or his designee, whose approval shall not be unreasonably withheld. In no case shall such consent relieve the Vendor from its obligations under this Addendum and the Proposal.

10. TERMINATION OF CONTRACT

- 10.1 The Village reserves the right to terminate the whole or any part of the Proposal and this Addendum, upon written notice to the Vendor, for any reason and/or in the event that sufficient funds to complete the Work are not appropriated by the Village. Upon such termination, the Village shall pay all sums due to Vendor for Work performed as of the date of termination using the following procedures: Upon receipt of such notice of termination, Vendor shall submit final lien waivers for Vendor, its subcontractors and materialmen for Work performed or materials supplied, along with an industry-standard

sworn statement regarding the Work and costs incurred. Upon receipt of the above-described documents from Vendor which conform to the requirements of this Addendum, and which are approved by the Village, the Village shall issue final payment of amounts due to Vendor in accordance with the Local Government Prompt Payment Act. If the above-described documents are not acceptable to the Village, the Village shall send written notice to Vendor stating the deficiencies in the documents. Vendor shall submit revised and conforming documents within seven (7) days of its receipt of notice from the Village. If the revised documents are acceptable to the Village, the Village shall issue final payment to Vendor in accordance with the Local Government Prompt Payment Act.

- 10.2 The Village further reserves the right to terminate the whole or any part of the Proposal and this Addendum in the event of default by the Vendor. Default is defined as failure of Vendor to properly perform the Work, the failure of Vendor to comply with the provisions of the Proposal and this Addendum, or failure of Vendor to make sufficient progress so as to endanger timely performance of the Work in accordance with the Proposal and this Addendum. In the event of such default, the Village shall send written notice to Vendor specifying the default and requiring Vendor to cure the default within fourteen (14) days of its receipt of such notice. In the event that Vendor fails to timely cure such default, the Village may declare the Vendor in default and terminate the Proposal and this Addendum. Upon such termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated and repair and/or complete the Work. The Vendor shall be liable to the Village for any excess costs incurred by the Village for such similar supplies or services. Any such excess costs incurred by the Village may be setoff against any monies due and owing by the Village to the Vendor. In addition to or in lieu of procuring similar supplies or services to the complete the Work in the event of default and termination, the Village may pursue any and all remedies at law or at equity against Vendor due to such default and termination. The Village may seek to recover any and all direct and actual damages against Vendor due to its default, including its reasonable attorneys' fees, costs of litigation, and court costs as provided in Section 10.4. Village agrees that it shall not pursue claims against Vendor for consequential, indirect, incidental, special, exemplary, or punitive damages. These procedures and remedies amend and replace any remedies and limitations to the contrary set forth in the Proposal.
- 10.3 Vendor may terminate the Proposal and this Addendum in the event of default by the Village. For purposes of this Addendum, the sole default by the Village entitling Vendor to terminate is the failure of the Village to make timely payments required by this Addendum. In the event of such default, Vendor may pursue the remedies for nonpayment set forth in Section 1.3 of this Addendum.
- 10.4 The prevailing party in any litigation (including arbitration per Section 1.3) to enforce the terms of the Proposal and Addendum is entitled to recover its reasonable attorneys' fees, costs of litigation, and court costs.
11. **[Intentionally deleted.]**

12. RELATIONSHIP BETWEEN THE VENDOR AND THE VILLAGE

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

13. STANDARD OF CARE

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

14. GOVERNING LAW

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

15. SUCCESSORS AND ASSIGNS

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

16. WAIVER OF CONTRACT BREACH

- 16.1 The waiver by one Party of any breach of the Proposal and Addendum or the failure of

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

17. AMENDMENT

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

18. CHANGE ORDERS

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

19. SEVERABILITY OF INVALID PROVISIONS

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

20. FORCE MAJEURE

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

21. TAX EXEMPTION

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

22. [Intentionally deleted.]

23. NOTICE

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

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

Notices shall be addressed to Vendor as follows:

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

24. WORK SITE CONDUCT, SAFETY, AND CLEANING UP

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

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

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

25. MATERIAL SAFETY DATA SHEETS

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

[Signature Page to Follow]

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VENDOR:

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

VILLAGE OF WESTMONT:

_____ Authorized Signature
_____ Title
_____ Date

VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____ **FAX:** _____

TAX ID #(TIN): _____

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: _____ **DATE:** _____

EXHIBIT “A”

PROPOSAL FROM ALBRITE BUILDING, INC.

ORDINANCE NO. 2025 - ____

AN ORDINANCE OF THE VILLAGE OF WESTMONT, DUPAGE COUNTY, ILLINOIS, COMMITTING A PORTION OF THE CONVENTION AND TOURISM FUND BALANCE FOR INFRASTRUCTURE PURPOSES

WHEREAS, the Village of Westmont (the "Village") is a duly organized and existing non-home rule municipality under the Constitution and laws of the State of Illinois; and

WHEREAS, the Governmental Accounting Standards Board (GASB) Statement No. 54 requires local governments to formally classify fund balance components as committed, assigned, or unassigned; and

WHEREAS, the Village Board of Trustees recognizes the ongoing and significant need to invest in the Village's core infrastructure, including but not limited to, streets, sidewalks, water mains, storm sewers, and public facilities; and

WHEREAS, pursuant to 65 ILCS 5/8-3-14b, non-home rule municipalities can spend up to 25% hotel / motel tax monies collected on economic development and public infrastructure; and

WHEREAS, the Village's financial policy and best fiscal practices dictate the maintenance of a prudent minimum unassigned fund balance for contingencies and operating needs; and

WHEREAS, the Village Finance Department has determined that a portion of the Village's existing Convention and Tourism Fund balance, specifically in the amount of \$664,862.00, is available for commitment to a specific governmental purpose; and

WHEREAS, the Village Board of Trustees desires to formally commit the said amount to support future and ongoing infrastructure capital and maintenance expenditures.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WESTMONT, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Commitment of Fund Balance. The amount of Six Hundred Sixty-Four Thousand Eight Hundred Sixty-Two Dollars (\$664,862.00) of the Convention and Tourism Fund balance is hereby formally committed and restricted for expenditure on future infrastructure purposes.

Section 3. Purpose and Designation. The committed fund balance in the amount of \$664,862.00 shall be specifically designated for Infrastructure Purposes. Such purposes shall include, but not be limited to: A. Capital improvements to public rights-of-way (streets, curbs, sidewalks). B. Water and sanitary sewer system rehabilitation or replacement. C. Stormwater management and drainage projects. D. Related engineering and construction costs necessary to complete these projects.

Section 4. Administration and Reporting. The Village Treasurer and Finance Director are hereby authorized and directed to make all necessary fund balance entries and classifications in the Village's accounting records to reflect this formal commitment, in accordance with GASB reporting standards.

Section 5. Headings/Captions. The Headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of this Ordinance.

Section 6. Publication. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This ordinance shall be in full force and effect after its passing and publication.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of October, 2025.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Steven T. Nero, Mayor

ATTEST:

Amanda Szynski, Village Clerk

