



## Village Board Meeting March 17, 2016 6:00 p.m.

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Open Forum

Participants are advised that the Open Forum procedure is a privilege and should not be abused. Upon completing an Open Forum request form and submitting it to the Village Clerk before the commencement of the meeting, participants will be recognized and given a chance to speak. The time limit to speak is 3 minutes. If deemed necessary by the Village Board, the matter may be referred to Village Staff or may be placed on a future agenda for Board consideration.

All participants are expected to exercise common courtesy and follow any rules of order established or announced by the Village Board and/or Mayor. Candidates for local public office may not use this forum for campaign purposes.

5. Reports

a. Board Reports

- Mayor
- Clerk
- Attorney
- Manager
- Trustees

*Background Of  
Subject Matter*

\*

*Type*

Discussion Only

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 March 3, 2016.

*Background Of  
Subject Matter*

Required Parliamentary Procedure

*Type*

Motion

b. **Finance Ordinance**

i. **Finance Ordinance # 21**

Total to be announced at the meeting.

<b><i>Background Of Subject Matter</i></b>	*
<b><i>Type</i></b>	Motion

c. **Purchase Orders**

i. **PO 11038482**

Cloud Sherpas \$8,221.30

<b><i>Background Of Subject Matter</i></b>	Increase of 45 Google users & upgrade to Google Unlimited
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	No

***Documents:*** [PO 11038482.PDF](#)

ii. **PO 11038457**

DuPage Sr. Citizens Council \$24,000.00

<b><i>Background Of Subject Matter</i></b>	Annual Contribution
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Yes

***Documents:*** [PO 11038457.PDF](#)

iii. **PO 11038456**

Westmont Chamber of Commerce \$16,376.00

<b><i>Background Of Subject Matter</i></b>	Economic Development Partnership 4th Annual Payment
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Yes

***Documents:*** [PO 11038456.PDF](#)

iv. **PO 11038387**

Cummins NPower LLC \$16,077.34

<b><i>Background Of Subject Matter</i></b>	Repairs for Fire Truck 1839 - Engine
<b><i>Type</i></b>	Purchase Order
<b><i>Budgeted</i></b>	Other
<b><i>Budgeted Explanation</i></b>	While this expense would fit within the type of repairs budgeted, the total fire vehicle repair account has exceeded budget

***Documents:*** [PO 11038387.PDF](#)

v. **PO 11038528**

Global Emergency Products \$18,000.00

**Background Of Subject Matter** Repairs for Fire Truck 1839 - Additional repairs required for safety certification

**Type** Purchase Order

**Budgeted** Other

**Budgeted Explanation** While this expense would fit within the type of repairs budgeted, the total fire vehicle repair account has exceeded budget

**Documents:** [PO 11038528.PDF](#)

vi. **PO 11038469**

Don Morris Architect \$6,010.90

**Background Of Subject Matter** February building & plan review fees

**Type** Purchase Order

**Budgeted** Yes

**Documents:** [PO 11038469.PDF](#)

vii. **PO 11038432**

Corr Pro Waterworks \$13,900.00

**Background Of Subject Matter** Water Tower Cathodic Protection

**Type** Purchase Order

**Budgeted** Yes

**Documents:** [PO 11038432.PDF](#)

viii. **PO 11038470**

Janus Gardens \$9,471.00

**Background Of Subject Matter** CBD Hanging Baskets

**Type** Purchase Order

**Budgeted** Other

**Budgeted Explanation** This is anticipated in the draft FY 2016-17 budget, and is consistent with the amount paid in FY 2015-16.

**Documents:** [PO 11038470.PDF](#)

ix. **PO 11038468**

Vidito Tree Experts \$25,035.00

**Background Of Subject Matter** Removal of trees (71) and stumps (108)

**Type** Purchase Order

**Budgeted** Yes

Documents: [PO 11038468.PDF](#)

x. **Total Of Purchase Orders**

\$ 137,091.54

**Background Of** \*  
**Subject Matter**  
**Type** Purchase Order

d. **Total Of Purchase Orders And Finance Ordinance**

Total to be announced at the meeting.

**Background Of** \*  
**Subject Matter**  
**Type** Motion

e. **Proclamation - SEASPAR 40th Anniversary**

Board to consider a proclamation celebrating the 40th Anniversary of the South East Association for Special Parks and Recreation.

**Background Of** \*  
**Subject Matter**  
**Type** Proclamation

Documents: [SEASPAR PROCLAMATION.PDF](#)

8. **Unfinished Business**

9. **New Business**

a. **Increase The Number Of Available Massage Establishment Licenses By One**

Board to consider an ordinance increasing the number of massage establishment licenses by (1) one and to approve a massage establishment license for Enlightened Hands Wellness and Massage Inc.

**Background Of** Enlightened Hands Wellness and Massage Inc. has submitted  
**Subject Matter** and completed the application process to operate a Massage  
Licensed business in Westmont. All available Massage  
Establishments licenses are currently in use.

**Additional** The board is to consider increasing the number of Massage  
**Background** Establishment Licenses to seven from it's current level of six to  
allow the board to issue a Massage Establishment License to  
Enlightened Hands Wellness and Massage Inc should it decide  
to do so.

**Recommendation** The applicant has passed the application/background process  
successfully.

**Type** Ordinance

b. **Resolution Of Intent - Motor Fuel Tax/GO Bond (REVISED)**

Board to consider a (REVISED) resolution approving the IDOT Resolution for the Village's 2016 Motor Fuel Tax Resurfacing Project.

**Background Of** Request to appropriate the sum of Five Hundred Thousand  
**Subject Matter** Dollars (\$500,000.00) for the 2016 MFT Resurfacing Project,  
MFT# 15-00108-00-RS, from the municipality's allotment of

Motor Fuel Tax Funds.

**Additional Background** On February 4, 2016, Village Board approved a Resolution in the amount of \$3 Million. This REVISED Resolution reflects only additional MFT funding over and above the balance of the \$2.5 Million Bond.

**Recommendation** Approval of the IDOT Resolution.

**Type** Resolution

**Documents:** [2016 MFT RESURFACING PROJECT LA RESOLUTION GO BOND BLR 09112 REVISED.PDF](#)

c. **Purchase Of Real Estate**

Board to consider an ordinance approving a real estate contract for the purchase of 102 E. Chicago Avenue by the Village.

**Background Of Subject Matter** The Village has negotiated a real estate contract to purchase 102 E Chicago Avenue as part of the Village's efforts to mitigate stormwater issues in the area.

**Additional Background** The ordinance approves the contract and authorizes the Village Manager and Village Attorney to take the necessary steps to close the transaction.

**Recommendation** Approve. The purchase is for a proper public purpose.

**Type** Ordinance

**Budgeted** Yes

**Budgeted Explanation** The stormwater fund will likely be used for this purchase.

**Documents:** [102 E CHICAGO AVE.PDF](#)

d. **IMRF Benefit Protection Leave**

Board to consider an ordinance to approve IMRF Benefit Protection Leave for two specific employees.

**Background Of Subject Matter** The estimated employer cost for employee A is \$227.33 and the estimated employer cost for employee B is \$821.41, for a total estimated employer cost of \$1,048.74.

**Additional Background** IMRF Benefit Protection Leave protects from loss of service credit during approved leaves of absences when no wages are being paid which result in a gap in IMRF contributions.

**Type** Ordinance

**Budgeted** Yes

**Budgeted Explanation** Not specifically itemized in budget, but funds available. (Had the employees worked, the contributions would have been paid anyway.)

e. **Charitable Solicitation Amendments**

Board to consider an ordinance approving amendments to Chapter 22, Article IV, Division 4 of the Westmont Code or Ordinances regarding charitable solicitations.

**Background Of Subject Matter** The proposed amendments provide the Village Clerk with the authority to receive, review and issue permits for charitable solicitations, and remove approval authority from the Village

Board.

<b>Additional Background</b>	The amendments provide for a more efficient approval process. Any requests for waivers from provisions of the charitable solicitation ordinance would come before the Village Board.
<b>Recommendation</b>	Approve. These amendments follow the Board's previous recommendation.
<b>Type</b>	Ordinance

**Documents:** [AMENDMENT TO CHAPTER 22 - CHARITABLE SOLICITATIONS.PDF](#)

f. **Declare Items As Surplus Property**

Board to consider an ordinance to declare Fire Department Engine 1822, equipment, and tools as surplus equipment.

<b>Background Of Subject Matter</b>	The property (as identified in the attachment) has outlived its useful life and is outdated, non-functioning, or is otherwise not economically maintainable. The equipment/materials will be sold, donated or scraped as appropriate.
<b>Additional Background</b>	This property, upon being declared surplus and disposed of, will be removed from the Village's property inventory.
<b>Recommendation</b>	Approval of said ordinance.
<b>Type</b>	Ordinance
<b>Budgeted</b>	Other

**Documents:** [2016 WFD SURPLUS EQUIPMENT.PDF](#)

**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 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting.*

Clerk's Office  
**Village of Westmont**

MINUTES OF THE BOARD MEETING HELD **Thursday, March 3rd, 2016.**

**Mayor Gunter** called the meeting to order at **6:02 PM.**

**WESTMONT VILLAGE BOARD MEETING ROLL CALL:**

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

**TRUSTEES:** Addington P Barker P  
Barry P Guzzo P  
Liddle P Nero P

**STAFF:**

<b>May</b> <u>P</u> (Village Mgr)	<b>Parker</b> <u>P</u> (Finance Director)	<b>Ziegler</b> <u>P</u> (Community Development Director)
<b>Crane</b> <u>A</u> (H.R. Director)	<b>McIntyre</b> <u>P</u> (Communication Director)	<b>Liljeberg</b> <u>P</u> (I.T. Manager)
<b>Chief Mulhearn</b> <u>P</u> (Police Dept.)	<b>Dep. Chief Brenza</b> <u>A</u> (Police Dept.)	<b>Dep. Chief Gunther</b> <u>A</u> (Police Dept.)
<b>Chief Weiss</b> <u>P</u> (Fire Dept.)	<b>Dep. Chief Riley</b> <u>P</u> (Fire Department)	<b>Ramsey</b> <u>P</u> (P.W. Director)
<b>Dralle</b> <u>A</u> (EMS Director)	<b>Mielcarski</b> <u>A</u> (Admin. Assistant)	<b>Richards</b> <u>A</u> (Deputy Clerk)

**ATTORNEY:** Zemenak P

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

**PRESS:**

Chicago Tribune A Independent: Daniel Smrokowski A  
Bugle A

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

**VISITORS:** None.

**THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.**

**OPEN FORUM:**

- Larry Forssberg, Chamber of Commerce Director, 1 S. Cass

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

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

**VOTING SUMMARY**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
TRUSTEE ADDINGTON	<u>Y</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARKER	<u>Y</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARRY	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE NERO	<u>Y</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
	<u>9</u>	<u>10</u>						
TRUSTEE ADDINGTON	<u>Y</u>	<u>Y</u>						
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>						
TRUSTEE BARRY	<u>A</u>	<u>A</u>						
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>						
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>						
TRUSTEE NERO	<u>Y</u>	<u>Y</u>						

**REPORTS**

**Mayor Gunter**

- Presented Ed Jenkins who has over 45 years of Volunteering for the Emergency Management Agency. His experience ranges from September 1970 - June 19, 2016.
- Fire Chief Weiss gave a Lifetime Achievement Award also to Ed Jenkins. Fire Chief Weiss presented flowers to Mrs. Jenkins.
- Ed spoke and thanked the Village and spoke about the pleasure to work with the Village.
- The next meeting for the 100th Anniversary Committee will be March 31st at 3:30pm

**Clerk Szymski**

- The next Public Information Committee Meeting will be March 31st.
- The Annual Westmont Community Awards Banquet will be held on Monday, April 25th at 6:00 pm at the Oak Brook Hilton. Many awards are given that evening it would be nice to have a good turnout. Tickets are available at [www.westmontchamber.com](http://www.westmontchamber.com)
- Wished the Mayor and his lovely wife, Toni, a Happy Birthday.

**Attorney Zemenak**

- Requested an executive session for Village property acquisition for Village use pursuant to Section (2)(C)(5) of the Open Meetings Act.

**Village Manager May**

- Nothing this evening.

### Trustee Addington

- Prompted the Clerk for information about early voting. You can go to Downers Grove Village Hall or Lombard Shopping Center.
- Gave an update on the DuPage Mayors and Managers Legislative Committee. There report was handed out and there are handouts to review.
- Recapped the Economic Development Committee meeting from March 2nd regarding the Hilton Property Proposal.
- Mariano's grand opening is Tuesday March 15th at 6:00 am.
- Mentioned the new Fire Engine. That will be in service on March 14th or 15th.
- Condolences to the Dan Cronin Family on the loss of his father.
- The Strategic Plan Committee will be made up of Steve May, Amy Quatrone, Larry Forssberg, Rebecca Shabel, Amy Porter, Greg Pill, and Jim Addington as the chairman.

### Trustee Liddle

- Recapped the Administration Committee meeting from earlier this evening.
- Sign up for the Village of Westmont social media accounts like Facebook, Twitter and Google Plus. Today was our post for *Throwback Thursday*, which features Westmont history, and you'll have to go online to read that.

### Trustee Barry

- The next Public Works Committee Meeting will be April 28th, 2016 at 4:30pm. This will be held in Village Hall.
- Our weekly brush pickup program with Waste Management will resume in April - look for details on-line and in the Neighbors Magazine.
- Recapped the Environmental Improvement Commission meeting. The next meeting is held on the 1st Monday of each month at 6:00 pm.
- There is an Arbor Day Art and essay contest for all Westmont students. March 11th is the deadline and you can find information online.
- We are starting our Seedling Giveaway Program. Jon Yeater and the E.I.C. are working together on this project.
- Westmont Rotary Club will be hosting a reverse raffle.

### Trustee Nero

- Recapped the Special Public Safety Committee Meeting from March 2nd.
- The next regular Public Safety Meeting will be April 14th, 2016.
- Public CPR Training Scheduled for May 24th, 2016 at 6:30 pm and October 25, 2016 at 6:30 pm. The sign-up form and further details will be posted online soon.
- Russell Russo is in the audience and working on an Eagle Scout Badge.

### Trustee Guzzo

- Recapped the Finance Committee meeting from earlier this evening.
- Gave information on the DuPage Senior Citizen Council.
- The Budget Meeting will be held on April 7th at 6:00pm.
- The next Finance Committee meeting is April 14th at 4:00 pm.
- The Knights of Columbus is hosting a Friday Night Fish Fry from 5 - 8pm during the lenten season.

**Trustee Barker**

- The next Community Development Committee meeting will be March 17th at 4:30 pm.
- Gave an update on the Westmont First Committee. We are working on a Westmont First Business Loyalty Card, storm drain stenciling, partnering with PRC, and more.
- Communications Director McIntyre gave out the awards for Adopt-a-Hydrant.
  - 1st Place - Judie Kloha, 2nd Place - Ollier Family, 3rd Place - Margaret Chludzinski, and Honorable Mention - Yvette Johnson

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

There are 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 Addington** to approve the consent agenda items A, B, C, & D.

**(A) VILLAGE BOARD MINUTES:**

Board to consider approving the minutes of the Village Board meeting held February 18, 2016.

**(B) FINANCE ORDINANCE #20:** Dated **March 3rd, 2016**, in the amount of  
**\$ 721,559.88**

**(C) PURCHASE ORDERS**

<b>11038373</b>	CDS Office Technologies	<b>\$ 19,809.00</b>
<b>11038291</b>	Rush Truck Centers of Illinois	<b>10,268.89</b>
<b>11038366</b>	KLF Enterprises	<b>27,025.00</b>
<b>11038271</b>	Seeco Consultants	<b>16,675.00</b>
<b>11038367</b>	Baxter & Woodman	<b>14,500.00</b>
<b>11038160</b>	Standard Equipment Co.	<b>6,670.00</b>
	<b>Total of Purchase Orders</b>	<b>\$ 94,947.89</b>

**(D) 2016 DUPAGE MAYORS & MANAGERS CONFERENCE - LEGISLATIVE ACTION PROGRAM:**

Board to consider a resolution endorsing the DuPage Mayors and Managers Conference 2016 Legislative Action Program.

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

**VOTE ON MOTION #1**

Ayes: Guzzo, Liddle, Nero, Barker, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**(2) 311 E OGDEN AVE - USED AUTO SALES SPECIAL USE**

**Community Development Director Ziegler and Max Makelis** addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a request from Midwest Autohaus to allow the sale of used automobiles in the B-2 General Business District.

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

**VOTE ON MOTION #2**

Ayes: Liddle and Barry.

Nays: Guzzo, Nero, Barker, and Addington.

Absent: None.

Present:None.

**(3) AWARD OF BID PROPOSAL - 2016 PEDESTRIAN LED RETROFIT LIGHTING PROJECT**

**Public Works Director Ramsey** addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance accepting the bid proposal from LEDolas for the Village's 2016 Pedestrian LED Retrofit Lighting Project, and authorizing a contract consistent with the bid documents.

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

**VOTE ON MOTION #3**

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

**(4) KURTZ PARAMEDIC CONTRACT**

**Fire Chief Weiss** addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a Contract for Ambulance Service between Kurtz Paramedic Service, Inc. and the Village of Westmont.

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

**VOTE ON MOTION #4**

Ayes: Guzzo, Barry, Liddle, Nero, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

**(5) INTERGOVERNMENTAL AGREEMENT - VILLAGE OF CLARENDON HILLS**

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

Motion by **Trustee Nero** to consider an ordinance approving an intergovernmental agreement with the Village of Clarendon Hills in regard to the rehabilitation of Richmond Avenue.

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

**VOTE ON MOTION #5**

Ayes: Guzzo, Liddle, Nero, Barry, Barker, and Addington.

Nays: None.

Absent: None.

Present: None.

**(6) FRONT YARD SETBACK TEXT AMENDMENT**

**Community Development Director Ziegler** addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a text amendment to the zoning code that addresses encroachments in the front yard in the R-3 Single Family Detached Residence District.

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

**VOTE ON MOTION #6**

Ayes: Barker, Nero, Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

**(7) VIDEO GAMING TEXT AMENDMENT**

**Community Development Director Ziegler** addressed the Board on this item.

Motion by **Trustee Barker** to consider an ordinance approving a text amendment to the zoning code to remove distance separation restrictions between establishments with video gaming terminals.

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

**VOTE ON MOTION #7**

Ayes: Barker, Nero, Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

**MISCELLANEOUS:**

- None.

**(8) CLOSED SESSION:** As requested by Attorney Zemenak, a motion was made by **Trustee Addington** to move into Executive Session at 7:04 PM to discuss property acquisition for Village use under section (2) (c) (5) of the Open Meetings Act.

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

**VOTE ON MOTION #8**

Ayes: Johanik-Guzzo, Liddle, Nero, Barker, Barry, and Addington.

Nays: None.

Absent: None.

Present: None.

**(9) RECONVENE REGULAR BOARD MEETING:** Motion by **Liddle** to move out of Executive Session and to reconvene the regular Board meeting at 7:36 pm.

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

**VOTE ON MOTION #9**

Ayes: Johanik-Guzzo, Liddle, Nero, Barker, and Addington.

Nays: None.

Absent: Barry.

Present: None.

**(10) ADJOURNMENT:** Motion by **Trustee Guzzo** to adjourn the meeting. Seconded by **Trustee Liddle** and the motion passed.

**VOTE ON MOTION #10**

Ayes: Johanik-Guzzo, Liddle, Nero, Barker, and Addington.

Nays: None.

Absent: Barry.



**Village Clerk's Office**

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31 West Quincy Street • Westmont, Illinois 60559  
Tel: 630-981-6220 Fax: 630-829-4441

Present: None.

**MEETING ADJOURNED AT 7:37 PM**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Virginia Szymiski, Village Clerk

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

Dated this 17th day of March, 2016.





# PURCHASE ORDER

Village of Westmont  
Phone (630) 981-6200

PO #: 11038457  
VENDOR #: D20877

March 04, 2016

DUPAGE SENIOR CITIZENS CNCL  
1990 SPRINGER DRIVE  
LOMBARD IL 60148

ATTN: PATTI MIELCARSKI

PHONE: (630) 620-0804  
FAX: (630) 620-1158

QTY	DESCRIPTION	UNIT COST	TOTAL COST	BUDGET #
1	ANNUAL AWARD OF FUNDS 2016	24,000.0000	\$24,000.00	01-51111-80-8048
TOTAL			\$24,000.00	

Department Head: \_\_\_\_\_  
Requested By: STEVE MAY

Village Manager: \_\_\_\_\_  
Approved By: *[Signature]* Finance Officer  
Date: 3-8-16

All vendors must comply with applicable regulations of the Illinois Department of Human Rights. This order is exempt from Federal Excise Tax under the title 25 USCA, and from Illinois Sales, Use and Service Taxes. No. E9997-4320-07. Acceptance of this Purchase Order constitutes agreement by vendor that venue shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

















**P16\_\_\_\_\_, Village of Westmont  
PROCLAMATION**

**SEASPAR 40th ANNIVERSARY PROCLAMATION**

**WHEREAS**, SEASPAR, which stands for South East Association for Special Parks And Recreation, celebrated its 40th anniversary on March 9, 2016;

**WHEREAS**, the Westmont Park District was a charter member of the organization in 1976;

**WHEREAS**, the sole purpose of SEASPAR is to provide dynamic programs and quality recreation services for people with disabilities residing in its twelve community service area;

**WHEREAS**, SEASPAR works with and serves the park districts of Clarendon Hills, Darien, Downers Grove, La Grange, La Grange Park, Lemont, Lisle, Westmont, and Woodridge, and the villages of Brookfield, Indian Head Park, and Western Springs;

**WHEREAS**, it is SEASPAR’s vision to: Discover Abilities, Achieve Potential, and Realize Dreams;

**WHEREAS**, SEASPAR was founded with and continues to operate with the following core values: Fun, Excellence, Service, Respect, and Accountability;

**WHEREAS**, for the past 40 years, the mission and activities of SEASPAR have been maintained by its committed and dedicated Board of Directors, staff & members; and

**WHEREAS**, SEASPAR provides recreation programs for people with special needs who otherwise might be limited in regard to various exercise and social opportunities;

**NOW THEREFORE**, I, Ronald J. Gunter, serving as Mayor of the Village of Westmont, as well as being a SEASPAR board member for over 20 years, on behalf of the Village Board and our residents, do hereby honor and congratulate SEASPAR on its 40th anniversary.

**IN WITNESS HEREOF**, I have hereunto set my Hand and caused the Seal of the Village of Westmont to be affixed this 17th day of March, 2016.

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

Approve: \_\_\_\_\_  
Ronald J. Gunter  
Mayor

Attest: \_\_\_\_\_  
Virginia Szymiski  
Village Clerk





**MAINSTREET ORGANIZATION OF REALTORS®  
COMMERCIAL SALES CONTRACT**



FROM: (Buyer) Village of Westmont, Stephen May, Village Manager  
(Name)  
 TO: (Seller) John J Matias, Darlene J Matias and Jean A Matias DATE: 2/22/2016  
(Name)

OFFER OF BUYER: I/We (Buyer) offer to purchase the Real Estate known as:

102 E Chicago AVE                      WESTMONT                      DuPage                      IL                      60559  
Street                                      City                                      County                                      State                                      Zip

lot size approximately 56x122x99x126, Permanent Index No.: 0903311001 & 0903310001, together with improvements thereon.

**INCLUSIONS:** The following shall be included: fixtures, equipment, appliances, security systems (owned) and personal property, if any, located on the Real Estate of the date hereof, for which a bill of sale will be given: screens, storm windows and doors; shades, window blinds; radiator covers; heating, central cooling, ventilating, lighting and plumbing fixtures; attached mirrors, shelving, interior shutters, cabinets and awnings; planted vegetation; smoke detectors; as well as the following specific items:  
N/A

**EXCLUSIONS:** The following shall be excluded: all tenant owned personal property, tenant owned trade fixtures, and:  
N/A

Any personal property not specifically included shall be deemed excluded. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

**1. PURCHASE PRICE:** Purchase Price of \$ 185,000.00 shall be paid as follows:  
 Initial earnest money of \$ 3,000.00 by  check,  cash OR  note due on 7 days after acceptance, 20   , to be increased to a total of \$ N/A by N/A, 20 N/A. The earnest money and the original of this Contract shall be held by the Listing Company, as "Escrowee", in trust for the mutual benefit of the Parties. The balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in the form of good funds by wire transfer of funds, or by Certified, Cashier's, Mortgagee Lender's or title company's check (provided that the title company's check is guaranteed by a licensed title insurance company).

**2. CLOSING:** Provided title conforms with this contract or has been accepted by Buyer, closing or escrow payout shall be on May 13, 20 16, by conveyance by stamped recordable warranty deed (or other appropriate deed if title is in trust or in an estate) and payment of purchase price. Title shall be conveyed at the time required by this contract subject only to: general Real Estate taxes not due and payable at the time of Closing; building lines and building restrictions of record; zoning and building laws and ordinances; public and utility easements; covenants and restrictions of record; party wall rights and agreements, if any; existing leases or tenancies; the mortgage or trust deed if any, that may be assumed by Buyer as part of this transaction. However, Special Assessments, if any, for improvements not yet completed shall be paid by Seller at closing. This sale shall be closed at office of title insurance company or Seller's attorney's office as agreed or in escrow with the title company issuing the title commitment by deed and money escrow fee to be divided between Seller and Buyer. Seller and/or Buyer will pay their respective brokers' commissions as provided in their respective representation agreements or contracts and shall provide waiver of Brokers' liens at closing.

**3. FINANCING:** This contract is contingent upon the ability of Buyer to secure within N/A days of the Date of Acceptance, a firm written commitment for a loan evidenced by a note to be secured by a mortgage or trust deed on the Real Estate in the amount of \$ N/A, or such lesser amount as Buyer shall accept, with a fixed or initial interest rate (delete one) not to exceed N/A%, said loan to be amortized over a minimum of N/A years, with a loan service charge not to exceed N/A%. Seller and Buyer shall execute all documents and provide all information so that Buyer's lender can issue its commitment and close the transaction. If Buyer makes a good faith effort but is unable to obtain a commitment for the mortgage loan contemplated herein, Buyer shall so notify Seller in writing within the time specified in this Paragraph. IF SELLER IS NOT SO NOTIFIED WITHIN SUCH TIME PERIOD, BUYER SHALL FOR ALL PURPOSES BE DEEMED TO HAVE SECURED SUCH COMMITMENT OR TO HAVE AGREED TO PURCHASE THE REAL ESTATE WITHOUT MORTGAGE FINANCING OR BASED UPON THE MORTGAGE COMMITMENT ACTUALLY OBTAINED. If Seller is so notified, Seller may, at Seller's

Buyer Initial SM                      Buyer Initial \_\_\_\_\_                      Seller Initial \_\_\_\_\_                      Seller Initial J.J.M. D.J.M.  
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option, within 10 business days after Seller's receipt of said notice, elect to accept purchase money financing or to secure a mortgage commitment on behalf of Buyer upon substantially the same terms for the mortgage loan contemplated herein with such other material terms and conditions for comparable loans. If Seller is so notified, Buyer agrees to furnish to Seller all requested credit and financial information and to sign customary papers relating to the application for securing of a mortgage commitment. If Seller is thereafter unable or unwilling to secure such commitment or to accept purchase money financing as herein provided, this contract shall be null and void, and Buyer and Seller shall execute all necessary documents to refund earnest money to Buyer.

**4. PRORATIONS:** Proratable items shall include, without limitation, Real Estate taxes based on 100 % of most recent ascertainable taxes; assignable insurance policies, if requested by Buyer; rents and/or security deposits, if any; Special Service Area tax for the year of closing only; Condominium Association fees, if any; water taxes and other proratable items including flood hazard insurance shall be prorated to date of possession. The Parties-hereto agree to re-prorate any unbilled real estate tax bill prior to the date of Closing.

**5. POSSESSION:** Possession shall be delivered at closing subject to existing leases and tenancies, unless otherwise agreed in writing.

**6. ATTORNEY REVIEW:** Within five (5) Business Days after the Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

- (a) Approve this Contract; or
- (b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price and the earnest money refunded to the buyer upon written direction as required by law; or
- (c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void and earnest money refunded to the buyer upon written direction as required by law; or
- (d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 6(c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

**7. INSPECTION/ENVIRONMENTAL SITE ASSESSMENT:** This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 21 business days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

**8. DISCLOSURE:** Within five (5) business days after date of acceptance Seller shall provide to the Buyer all information relevant to the condition, use and operation of the Real Estate available to Seller including but not limited to: schedule of operating expenses, existing surveys, title policies and any and all recorded nonconsensual liens. Seller shall prepare, and deliver to Buyer, all documentation for the Real Estate as may be required by applicable disclosure laws in the jurisdiction the property is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

**9. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS:** (If applicable) The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms.

- (a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility easements including any easements established by or implied from the Declaration of Condominium/Covenants, Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Condominium Property Act; installments due after the date of Closing of general assessments established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- (b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- (c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions within

Buyer Initial <u>[Signature]</u>	Buyer Initial _____	Seller Initial _____	Seller Initial <u>[Signature]</u>
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6 the time established by the Declaration of Condominium/Covenants, Conditions and Restrictions. In the event the  
7 Condominium Association requires personal appearance of Buyer and/or additional documentation, Buyer agrees to comply  
8 with same.

- 9 (d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in  
0 violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents  
1 would unreasonably restrict Buyer's use of the premises or would result in increased financial obligations unacceptable to  
2 Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller  
3 written notice within five (5) Business Days after the receipt of the documents and information required by  
4 Subparagraph (c) above, listing those deficiencies which are unacceptable to Buyer. If written notice is not served  
5 within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in  
6 full force and effect.
- 7 (e) Seller shall not be obligated to provide a condominium survey.
- 8 (f) Seller shall provide a certificate of insurance showing Buyer (and Buyer's mortgagee, if any) as an insured.

9 **10. SELLER REPRESENTATION:** Seller represents that Seller has not received written notice from any Governmental body or  
0 Owner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending  
1 rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or  
2 Special Service Area affecting the Real Estate. Seller represents, however, that, in the case of a special assessment and/or Special  
3 Service Area, the following applies:

- 4 1. There [check one]  is  is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable  
5 by Seller after date of Closing.
- 6 2. The Real Estate [check one]  is  is not located within a Special Service Area, payments for which will not be the  
7 obligation of Seller after date of Closing.

8 If any of the representations contained herein regarding Owner Association special assessment or Special Service Area are not  
9 acceptable to Buyer, Buyer shall have the option to declare this Contract null and void. If written notice of the option to  
0 declare this Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the  
1 term specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall  
2 remain in full force and effect. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims  
3 of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required  
4 permits were not obtained. Seller represents that there have been no improvements to the Real Estate which are not either included in  
5 full in the determination of the most recent Real Estate tax assessment. Notwithstanding anything to the contrary contained in this  
6 contract, Seller represents that to the best of Seller's knowledge, all heating, central cooling, ventilating, electrical and plumbing  
7 fixtures and systems on the Real Estate and all equipment to be transferred to Buyer pursuant to this contract are in working order and  
8 will be so at the time of closing.

9 Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located  
0 on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, except for: \_\_\_\_\_

1 and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or  
2 regulation and the Property is not located within any designated legislative "superfund" area, except for: \_\_\_\_\_

3 Seller represents that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code  
4 violations which exists on the date of this contract from any city, village, or other governmental authority.

5 **11. LEASES:** Seller will not enter into or extend any leases with respect to the Real Estate from and after the date Seller signs this  
6 contract without the express prior written consent of Buyer. All security deposits, damage deposits, or other deposits in the possession  
7 of Seller, including interest earned, if applicable, shall be assigned to Buyer at the time of closing. Seller is required to deliver  
8 assignments of leases and Rent Roll to Buyer at the time of closing. Seller shall deliver to Buyer, within five (5) business days after  
9 the Date of Acceptance, true and correct copies of all leases, schedule of expenses, survey, and real estate taxes; this contract is subject  
0 to Buyer's review and approval of same within ten (10) business days from Date of Acceptance. If written notice of Buyer's  
1 disapproval is not served within ten (10) business days after Date of Acceptance, this provision shall be deemed waived by the Buyer  
2 and this contract shall remain in full force and effect. Seller shall provide fully executed tenant estoppel certificates prior to closing.

3 **12. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time  
4 limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title  
5 insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of  
6 Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 2. The requirement of providing

7 Buyer Initial [Signature] Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial [Signature]  
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4 extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be  
5 presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title  
6 commitment discloses unpermitted exceptions, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer,  
7 then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that  
8 may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior  
9 to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a  
0 definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign  
1 any other customary forms required for issuance of an ALTA 2006 Insurance Policy.

2  
3 **13. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to  
4 pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees  
5 and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction. There shall be no disbursement of earnest  
6 money unless Escrowee has been provided written agreement from Seller and Buyer. Absent an agreement relative to the  
7 disbursement of earnest money within a reasonable period of time, Escrowee may deposit funds with the Clerk of the Circuit Court by  
8 the filing of an action in the nature of interpleader. Escrowee shall be reimbursed from the earnest money for all costs, including  
9 reasonable attorney fees, related to the filing of the interpleader action. Seller and Buyer shall indemnify and hold Escrowee harmless  
0 from any and all conflicting claims and demands arising under this paragraph.

1  
2 **14. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any  
3 one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 4 (a) By personal delivery of such Notice; or
- 5 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested.  
6 Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 7 (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the  
8 Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-  
9 business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- 0 (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice  
transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to  
the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-  
mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next  
Business Day after transmission; or
- (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit  
with the overnight delivery company.

1  
2 **15. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours  
3 are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

4 **16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.

5 **17. DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the Real Estate shall be destroyed or  
6 materially damaged by fire or other casualty, or the Real Estate is taken by condemnation, then Buyer shall have the option of either  
7 terminating this Contract (and receiving a refund of earnest money) or accepting the Real Estate as damaged or destroyed, together  
8 with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds  
9 Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace damaged  
0 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this  
Contract, except as modified in this paragraph.

1  
2 **18. PLAT OF SURVEY:** Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer,  
3 Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land  
4 surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties)  
5 and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is  
6 unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or  
7 encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including  
8 fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may  
9 be required by Buyer's lender or desired by Buyer.

0 **19. BILL OF SALE:** All of the items of personal property shall be transferred to Buyer by delivery at closing of Bill of Sale without  
warranty of merchantability or fitness for particular purpose.

Buyer Initial JLM Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial JLM  
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Courtesy of James Long, Midwest Real Estate Data, LLC

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

## Property Detail

2 20. CLEAN CONDITION: Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall  
3 have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included  
4 personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear  
5 excepted.  
6

7 21. MUNICIPAL ORDINANCES: Seller shall comply with the terms of any municipal ordinance relating to the transaction  
8 contemplated herein for the municipality in which the Real Estate is located and shall provide to Buyer at closing evidence of  
9 compliance with such ordinances. Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance.  
0 Seller shall pay any transfer tax imposed by state law.  
1

2 22. SPECIAL FLOOD HAZARD AREA: Buyer shall have the option to declare this Contract null and void if the Real Estate is  
3 located in a special flood hazard area which requires Buyer to carry flood insurance. If written notice of the option to declare this  
4 Contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or within the term  
5 specified in Paragraph 3 (whichever is later), Buyer shall be deemed to have waived such option and this Contract shall  
6 remain in full force and effect.  
7

8 23. TAX LAW COMPLIANCE: Seller agrees to provide to the Internal Revenue Service the Sale of Real Estate 1099 form as  
9 required by law. This contract and the transaction described herein may be subject to the provisions of the Foreign Investment in Real  
0 Property Tax Act of 1980 and all amendments thereto (the "Act"). Seller and Buyer shall execute or cause to be executed all  
1 documents and take or cause to be taken all actions necessary in order that Buyer shall have no liability, either actual or potential,  
2 under the Act. Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection  
3 requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the  
4 party designated in such ordinance.  
5

6 24. CAPTIONS: Captions are not intended to limit the terms contained after said caption and are not part of the contract.  
7

8 25. TAX-DEFERRED EXCHANGE: Seller and Buyer agree to cooperate in any applicable tax-deferred Exchange, and shall  
9 execute all documents with respect thereto at their own expense, pursuant to the applicable provisions of the Internal Revenue Code,  
0 as amended from time to time.  
1

2 **Optional Provisions (Applicable ONLY if Initialed by All Parties)**

3 \_\_\_\_\_ CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to  
4 \_\_\_\_\_ (Licensee) acting as a Dual Agent in providing brokerage services on  
5 their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this contract.  
6

7 \_\_\_\_\_ The terms of Rider(s) \_\_\_\_\_ attached hereto are  
8 made a part hereof.  
9

0 **LINES 272 THROUGH 288 INTENTIONALLY LEFT BLANK.**

Buyer Initial hjm Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial J.J.M. Gynn  
Address 102 E Chicago AVE WESTMONT IL 60559  
(Page 5 of 6) Rev. 9.2016 - © MAINSTREET ORGANIZATION OF REALTORS®  
D.M.

THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.

March 9, 2016  
Date of Offer

Buyer Signature 

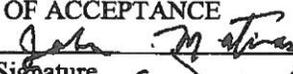
Buyer Signature

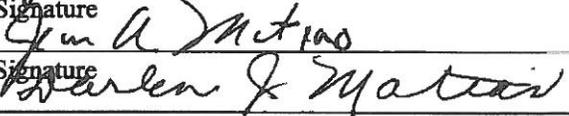
Print Buyer(s) Name(s) [Required]  
**Village of Westmont, Stephen May Village Manager**  
Corporation/Limited Liability Corporation (LLC)

By - Print Name  
**31 W Quincy**

Address  
**Westmont IL 60559**  
City State Zip  
**630 981-6210 smay@westmont.il.gov**  
Phone E-mail

3/9/16  
DATE OF ACCEPTANCE

Seller Signature 

Seller Signature 

Print Seller(s) Name(s) [Required]  
Corporation/Limited Liability Corporation (LLC)

By - Print Name  
**822 S. CLAY**

Address  
**HINSDALE IL 60521**  
City State Zip  
**630/960-9559 matiasgold@sbcglobal.net**  
Phone E-mail

FOR INFORMATION ONLY

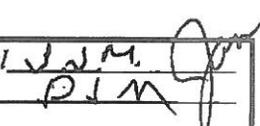
**Long Realty 20132**  
Selling Office MLS #  
**James M. Long 211020**  
Buyer's Designated Agent MLS #  
**630 887-0222 638-0222 Cell 630 887-8145**  
Phone Fax  
**Hondo@comcast.net**  
E-mail  
**John Zemenek jzemenek@Rathjewoodward.com**  
Buyer's Attorney E-mail  
**630 668-8500**  
Phone Fax  
**None None**  
Mortgage Company Phone/Fax

**Matias Gold Realty 22175**  
Listing Office MLS #  
**Michael Hahne 213549**  
Listing Designated Agent MLS #  
**630 960-9559 630 743-1469 Cell**  
Phone Fax  
**michaelhahne@sbcglobal.net**  
E-mail  
**1303 BORLA**  
Seller's Attorney E-mail  
**630 969 3907**  
Phone Fax  
**None**  
Management Co./Other Contact Phone/Fax

sbcglobal.net

This Contract Approved by the DuPage County Bar Association.

Seller Rejection: This offer was presented to Seller on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM and rejected on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_ AM/PM (Seller Initials).

Buyer Initial  Buyer Initial \_\_\_\_\_ Seller Initial \_\_\_\_\_ Seller Initial   
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**ORDINANCE NO. 16-\_\_\_\_\_**  
**AN ORDINANCE APPROVING AMENDMENTS TO CHAPTER 22, ARTICLE IV,**  
**DIVISION 4 OF THE WESTMONT CODE OF ORDINANCES REGARDING**  
**CHARITABLE SOLICITATIONS**

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

WHEREAS, Chapter 22, Article IV, Division 4 of the Westmont Code of Ordinances regulates solicitations for charitable purposes; and

WHEREAS, the Village of Westmont Board of Trustees desires to amend said Division 4 to provide the Village Clerk with authority to receive, review and issue permits for charitable solicitations, finding these amendments will promote and protect the public interest.

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

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

Section 2: Chapter 22 “Businesses,” Article IV “Peddlers, Hawkers and Solicitors,” Division 4 “Solicitations for Charitable Purposes,” is hereby amended as follows (additions are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):

**DIVISION 4. - SOLICITATIONS FOR CHARITABLE PURPOSES<sup>[10]</sup>**

**Sec. 22-301. - Permit—Required.**

It shall be unlawful for any person to go from house to house soliciting funds or subscriptions or to publicly solicit, either in person or by agent, upon the public streets, sidewalks or other public places in the village, subscriptions for charitable or religious or educational or other organizations or purposes, whether present gifts of money or promises are sought, without having first secured a permit therefor. There shall be no registration or permit requirement for any person or organization who is spreading information only regarding religious, political or other non-commercial purposes, provided such person or organization is not soliciting funds or peddling or hawking any goods or services.

(Code 1972, § 16-116; Ord. No. 02-146, § 4, 12-16-2002)

**Sec. 22-302. - Same—Application; issuance.**

Application for a permit required by this division shall be made to the village clerk **who** shall approve and issue the permit upon compliance with all requirements of this division. ~~and~~

~~shall be referred to the village president and board of trustees. No permit shall be issued except upon order of the president and board of trustees.~~

(Code 1972, § 16-117)

**Sec. 22-303. - Statewide fundraising drives—Application for permit to solicit contributions at intersections.**

Any charitable organization registered with the attorney general in the manner provided by law may stand upon the streets or highways within the village at any intersection where all traffic is required to come to a full stop, for the purpose of soliciting contributions from the occupants of any vehicle as part of a statewide fundraising activity. The charitable organization is limited to one such charitable solicitation per year upon village streets or highways. The charitable organization shall be liable for any injuries to any person or property during the solicitation which is casually related to any act of ordinary negligence of the soliciting agency. Any person engaged in the act of solicitation shall be at least 16 years of age and shall wear a high visibility vest. Any charitable organization wishing to engage in such solicitation for contributions shall apply to ~~the chief of police of the village~~ **clerk** for a permit. The application shall state the following facts, along with such other facts as may be required by the ~~chief of police~~ **village clerk**:

- (1) The name, address and telephone number of the organization.
- (2) The name, address and telephone number of a local representative of the organization or that person making the application.
- (3) Proof that the organization is registered with the attorney general.
- (4) A statement of the statewide fundraising activity of which the local solicitation effort is a part.
- (5) A certificate of insurance showing whether the organization is insured against any claims for injuries or damage to property which is causally related to an act of ordinary negligence of the soliciting agent acting on behalf of the organization. The village shall be named as an additional insured on such certificate of insurance.
- (6) The location or locations at which approval to solicit is being sought.
- (7) The days and times of days at which such solicitation is proposed to take place.
- (8) The number of persons proposed to solicit at each location.

(Code 1972, § 16-118; Ord. No. 15-111, § 2, 6-25-2015)

**State Law reference**— Solicitation of charitable contributions upon highways within municipalities, 625 ILCS 5/11-1006.

**Sec. 22-304. - Same—Duties of police chief in issuance of solicitation permit.**

The ~~chief of police~~ **village clerk** shall issue a permit for solicitation as provided in [section 22-303](#) if he/~~she~~ finds that the applicant has complied with all of the provisions of state law regarding such solicitation and the provisions of [section 22-303](#). The ~~police chief~~ **village clerk**

must also find that the locations, times and durations of the proposed solicitation and number of proposed solicitors shall not result in an interference with the flow of vehicular traffic.

(Code 1972, § 16-119)

**Sec. 22-305. - Same—Violation; penalty.**

Any person, corporation, unincorporated association or other entity violating any provision of [section 22-303](#) or [22-304](#) shall, upon a judicial finding of such violation, be fined not less than \$50.00 nor more than \$500.00 for each separate violation.

(Code 1972, § 16-120)

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 17<sup>th</sup> day of March, 2016.

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Virginia Szymiski, Village Clerk



Vehicle Type: Engine, Pumper 500 gallon tank/1500 gpm pump

Miles: 61854 Transmission: Automatic

Engine hours: 7585 Length: 27'

Pump hours: 549.2 Height: 10'4

1999 Pierce Sabre, Pierce Sabre tilt cab chassis, Detroit Diesel engine, power steering and air brakes. 4 seats, 500 Gallons, 1500 GPM pump, dual stage fire pump, 3 crosslays, warning lights, Q-siren and electronic siren, 6 large compartments, 2 quartz lights, 28 foot and 14 foot ground ladders, headset system with radio interface, full complete set of pike poles, deck gun and deck gun base, piercing nozzle, 2 map box holders, 4 scba bottle holders.

**WESTMONT FIRE DEPARTMENT SURPLUS EQUIPMENT:**

QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
3	36" HALLIGAN	1	10LB SLEDGE HAMMER
3	8LB MAULS	1	CAN OPENER HAND TOOL
1	FLAT SHOVEL	2	D-HANDLE 8' PIKE POLE
4	6' PIKE POLES	3	8' PIKE POLES
4	10' PIKE POLES	1	10' COMBINATION LADDER
1	GAS POWERED PPV FAN	1	LARGE ELECTRIC BOX FAN
1	SMALL ELECTRIC BOX FAN	2	FAN HANGERS
1	COLLAPSIBLE WHEEL CHOCK	2	SPARE PIKE POLE HANDLES
2	CHAIN SAWS	1	CELLAR NOZZLE
1	HOSE CLAMP	4	2 1/2" TO 1 1/2" REDUCERS
2	MINI PINCH BARS	6	QUARTZ LIGHTS
3	ELECTRIC CORD REELS 150'	1	CABLE CUTTER
1	SPARE SKULL SAVER	1	6LB FLAT HEAD AXE
2	STORTZ SPANNERS	3	REGULAR SPANNERS
2	RUBBER MALLETS	1	MINI SLEDGE HAMMER
1	MINI PICKHEAD AXE	1	8LB SLEDGE (BROKEN HANDLE)
9	TOOL BRACKETS	20	SPARE BUNGEE CORD FOR TARP
1	SMALL TOOL BOX	1	CHAIN SAW PARTS AND TOOL
4	SIGTRONICS HEADSETS	1	28' EXTENSION LADDER
2	MOUNTED QUARTZ LIGHTS	1	14' ROOF LADDER
1	DECK GUN	2	BOX LIGHTS & CHARGERS
1	DECK GUN BASE	2	MAP BOXES
1	BULLARD TIC & CHARGER		