



## Village Board Meeting July 7, 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. Public Hearing

#### a. Public Hearing FY 2016-17 Appropriations Ordinance

Board to conduct a public hearing for the Fiscal Year 2016-2017 Appropriations Ordinance.

*Background Of  
Subject Matter*

In accordance with state statute, the Village must adopt an appropriation ordinance during the first quarter of the fiscal year. The appropriation ordinance is the legal limit of the maximum amount that can be spent if sufficient funds are available.

*Type*

Discussion Only

*Budgeted*

Other

*Budgeted  
Explanation*

The appropriation ordinance should exceed the amount to be received and spent. The budget is the financial plan of what the Village intends to spend; this appropriation ordinance is the

legal limit that can possibly be spent if changes are necessary.

*Documents:* [2016-2017 APPROPRIATION-PUBLIC NOTICE.PDF](#)

**7. Items To Be Removed From Consent Agenda**

**8. Consent Agenda (Omnibus Vote)**

**a. Village Board Minutes**

**i. Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held June 23, 2016.

*Background Of Subject Matter* Required Parliamentary Procedure

*Type* Motion

*Documents:* [2016-06-23 VILLAGE BOARD MEETING MINUTES.PDF](#)

**b. Finance Ordinance**

**i. Finance Ordinance # 5**

Total to be announced at the meeting.

*Background Of Subject Matter* \*

*Type* Motion

**c. May 2016 Financial Report**

Board to consider a motion to accept the financial report submitted for the month of May 2016.

*Background Of Subject Matter* \*

*Type* Motion

*Documents:* [MONTHLY REVENUE AND EXPENSE SUMMARY 2016-05.PDF](#), [MAY 2016 FINANCIAL REPORT MEMO.PDF](#)

**d. WSEC FY 2016-17 Hotel/Motel Grant**

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$10,000 to the Westmont Special Events Corporation.

*Background Of Subject Matter* At the May Finance Committee meeting, it was recommended that Village continue its practice of annually awarding a \$10,000 grant to the WSEC to support community events such as Cruisin' Nights and the Taste of Westmont, which attract visitors to our town.

*Type* Motion

*Budgeted* Yes

**e. Park District Hotel/Motel Grant**

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$5,000 to the Westmont Park District to assist in Holly Days and an additional community event.

<b>Background Of Subject Matter</b>	At the May Finance Committee meeting, it was recommended that Village annually issue a \$5,000 grant to the Park District to support Holly Days and additional community events, which attract visitors to the Village.
<b>Additional Background</b>	This will take the place of the \$2,500 reimbursement request grant awarded for Holly Days at the 4/28/2016 board meeting. In addition to this, the Park District has been awarded reimbursement grants for PVPN and Concerts in the Park.
<b>Type</b>	Motion
<b>Budgeted</b>	Yes

## 9. Unfinished Business

### 10. New Business

#### a. FY 2016-17 Appropriation

Board to consider an ordinance adopting the Fiscal Year 2016-2017 Appropriations Ordinance.

<b>Background Of Subject Matter</b>	In accordance with state statute, the Village must adopt an appropriation ordinance during the first quarter of the fiscal year. The appropriation ordinance is the legal limit of the maximum amount that can be spent if sufficient funds are available.
<b>Type</b>	Ordinance
<b>Budgeted</b>	Other
<b>Budgeted Explanation</b>	The appropriation ordinance should exceed the amount to be received and spent. The budget is the financial plan of what the Village intends to spend; this appropriation ordinance is the legal limit that can possibly be spent if changes are necessary.

**Documents:** [2016-17 DRAFT APPROPRIATION ORDINANCE \(FY 2016-17\).PDF](#)

#### b. J. Flemings Absolutely Delicious - Temporary Tent

Board to consider an ordinance revoking portions of Ordinance No. 10-48 concerning temporary approval as new regulations govern this tent use.

<b>Background Of Subject Matter</b>	Ordinance No. 10-48 granted approval to J. Flemings to erect a temporary tent at 18 N. Cass Ave. each year from April through October. The Board has since enacted temporary tent regulations requiring annual permits and inspections.
<b>Recommendation</b>	As a result of the new regulations, the Board should revoke a portion of the prior temporary tent approval as the new regulations govern this use.
<b>Type</b>	Ordinance

**Documents:** [ABSOLUTELY DELICIOUS - TENT - TEMPORARY USE.PDF](#)

#### c. Electric Supply Agreement

Board to consider an ordinance approving an Electric Supply Agreement with Constellation for the purchase of electricity for municipal purposes.

<b>Background Of Subject Matter</b>	This Agreement allows Constellation, an Exelon Company, to provide electricity for various Village locations, such as street
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lights and Village buildings. The term is for 12 months.

<b>Additional Background</b>	The Village Manager is working with Jim Belden, our energy consultant, to determine when the best electrical pricing will occur, and the Agreement will be signed when electrical costs are most beneficial to the Village.
<b>Recommendation</b>	Approve.
<b>Type</b>	Ordinance

**Documents:** [CONSTELLATION - ELECTRIC SUPPLY AGREEMENT.PDF](#)

d. **Amendments To Fire Code**

Board to consider an ordinance approving local amendments to the Fire Code regarding above-ground storage tanks for cooking oil.

<b>Background Of Subject Matter</b>	The Fire Department is recommending local amendments to the Fire Code (Section 42-189 of Code of Ordinances) regarding above-ground storage tanks.
<b>Additional Background</b>	The proposed amendments will allow storage tanks for cooking oil based upon new product development in this area.
<b>Recommendation</b>	Approve.
<b>Type</b>	Ordinance

**Documents:** [ABOVE-GROUND STORAGE - COOKING OIL.PDF](#)

e. **Amendments To International Building Code**

Board to consider an ordinance approving amendments to the 2012 International Building Code regarding standpipe systems.

<b>Background Of Subject Matter</b>	The Fire Department is recommending amendments to the 2012 International Building Code regarding standpipe systems. The proposed amendments will aid with fire suppression safety for buildings. The attached memo describes the proposed amendments.
<b>Recommendation</b>	Approve.
<b>Type</b>	Ordinance

**Documents:** [STANDPIPE.PDF](#)

f. **Employee Holiday Schedule**

Board to consider an ordinance to update Sec.62-95-Holidays of the municipal code to include Martin Luther King, Jr. Day to the holiday list.

<b>Background Of Subject Matter</b>	*
<b>Type</b>	Ordinance

11. **Miscellaneous**

12. **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.

13. **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.*



## **FINANCE**

**31 West Quincy Street, Westmont, Illinois 60559**

Tel: 630-981-6230 Fax: 630-829-4440  
westmont.il.gov | finance@westmont.il.gov

### **Public Notice**

The Village of Westmont will hold a public hearing on Thursday, July 7, 2016 for the purpose of allowing written or oral comments or questions pertaining to the fiscal year 2016-17

Appropriation. The entire proposed Appropriation Ordinance is available for public inspection at the Village Clerk's Office, Village Hall 31 W. Quincy St. from 8:00 AM to 4:00 PM on weekdays. The hearing will be held at 6:00 PM in the Village Hall Board Room, 31 W. Quincy St., Westmont, Illinois 60559.

Spencer Parker  
Finance Director



**Clerk's Office**  
**Village of Westmont**

MINUTES OF THE BOARD MEETING HELD **Thursday, June 23rd, 2016.**

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

**WESTMONT VILLAGE BOARD MEETING ROLL CALL:**

<b>PRESENT:</b>	Mayor Gunter	<u>P</u>	Clerk Szymski	<u>P</u>
<b>TRUSTEES:</b>	Addington	<u>P</u>	Barker	<u>A</u>
	Barry	<u>P</u>	Guzzo	<u>P</u>
	Liddle	<u>P</u>	Nero	<u>A</u>

**STAFF:**

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

**ATTORNEY:** Zemenak P Perez A

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

**PRESS:**

Chicago Tribune	<u>A</u>	Independent: Daniel Smrokowski	<u>A</u>
Bugle	<u>A</u>		

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

**VISITORS:** None.

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

**OPEN FORUM:**

- Stephen Golembiewski, 345 E Richmond St, Westmont, IL 60559
- Prestin Shroud & Evangelina Marin, 527 Cumnor Rd - #201, Westmont, IL 60559

**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**

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

**REPORTS**

**Mayor Gunter**

- Welcomed everyone.
- Mayor concentrated on looking into a sister city in Taiwan and forming a committee to look into it.
- Chief Weiss talked about the E.M.A.'s David Lincoln for 20 years of dedicated service to the Village and Steven Barr for 25 years of dedicated service to the Village. David Lincoln thanked everyone. The Mayor commented on their volunteering during our special events.

**Clerk Szymski**

- Congratulated the Police Chief on the great Squad Car Night last week. Encouraged everyone to get out and check out the Street Fair.

**Attorney Zemenak**

- Nothing to report.

**Village Manager May**

- Nothing to report.

**Trustee Addington**

- Talked about a ribbon cutting at Grill 89 and Pizzeria Cucinova. They are located on



westmont.il.gov

## Village Clerk's Office

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

Pasquinelli Drive.

- The next Economic Development Committee meeting is scheduled for July 6th at 9:00 am at Westmont Village Hall.
- Gave an update regarding the Strategic Plan Committee.
- Talked about Lions sponsoring a carnival in September for 2 shows.
- The Dupage Mayors and Managers Legislative Committee cancelled their meeting next week.

### Trustee Liddle

- The next administration Committee Meeting will be July 21st, 2016.
- The Westmont Cruisin' Nights & Street Fair is every Thursday from June to August. Thank you to all of our sponsors.
- If you want to volunteer, contact Westmont Special Events - 630-829-9378
- The Taste of Westmont will be July 7, 8, 9 and 10. July 7th is Family fun night with a carnival special. The food court and main stage will start on July 8th. For complete information you can find that on the website [www.westmontevents.com](http://www.westmontevents.com)

### Trustee Barry

- The next Public Works Committee Meeting will be July 14th, 2016. We will be meeting at the Water Department at 4:30pm.
- The EIC is working with the Village of Clarendon Hills regarding the Richmond Educational Garden Project. Updates coming soon.

### Trustee Guzzo

- The next Finance Committee meeting will be July 7th, 2016 at 4pm.
- Wished everyone a happy and safe 4th of July.

### Trustee Barker

- Absent

### Trustee Nero

- Absent

### ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No request was made to have items removed from the consent agenda.

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

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

Motion by **Trustee Liddle** to approve the consent agenda items A, B, & C.

### (A) VILLAGE BOARD MINUTES:

Board to consider approving the minutes of the Village Board Meeting held June 9, 2016.

**(B) FINANCE ORDINANCE # 04: Dated June 23, 2016**, in the amount of

**\$ 1,393,602.88**

### (C) PURCHASE ORDERS

11039277	DUMEG	\$ 19,760.00
11039235	DuPage Mayors & Managers Conference	25, 126.08
11039213	Westmont Chamber of Commerce	16,376.00
11039218	MNJ Technology	37,534.70
11039244	Doors by Russ Inc.	18,365.00
11039214	Cummins NPower LLC	29,395.00
11038442	Greenleaf Homeowners	29,608.78
11039196	Don Morris Architect	12,477.89
11039224	Hornik Engineer Systems Inc	5,805.00
11039216	Standard Industrial & Auto	7,774.99
11039239	Illini Hi Reach	8,615.00
11039289	R.W. Dunteman Company	18,629.99
	<b>Total of Purchase Orders</b>	<b>\$ 229,468.43</b>

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

**VOTE ON MOTION #1**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**(2) 301 S LINCOLN STREET - SETBACK VARIANCE**

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

Motion by **Trustee Guzzo** to consider an ordinance requesting a Zoning Code Variance Request from Stanley T. Bales, Jr. that allows for a new home construction within a required side yard adjoining a street setback in the R-3 Single Family Detached Residence District.

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

**VOTE ON MOTION #2**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(3) 5933 S CASS AVENUE - HOME OCCUPATION SIGN**

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

Motion by **Trustee Addington** to consider an ordinance approving the following requests from Angela Yuan regarding the property located at 5933 South Cass Avenue for the following in the R-3 Single Family Detached Residence District:

1. Zoning code variance request to permit a home occupation sign.
2. Zoning code variance request for relief from the maximum allowable sign size.

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

**VOTE ON MOTION #3**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(4) 2016 MFT RESURFACING PROJECT CHANGE ORDER 1 REQUEST**

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

Motion by **Trustee Addington** to consider an ordinance to approve Change Order #1 for the 2016 MFT Resurfacing Project.

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

**VOTE ON MOTION #4**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(5) CUMNOR ROAD RECONSTRUCTION PROJECT - CHANGE ORDER REQUEST #1 (FINAL)**

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



Motion by **Trustee Addington** to consider an ordinance approving Change Order #1 (Final) for the Cumnor Road Reconstruction Project.

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

**VOTE ON MOTION #5**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(6) ENGINEERING AGREEMENT - CBD ALLEY RECONSTRUCTION PROJECT SEC A & SEC B**

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

Motion by **Trustee Guzzo** to consider an ordinance authorizing an engineering agreement with Thomas Engineering for Ph3 Construction Inspection Engineering and Material Testing Services on the CBD Alley Reconstruction Project SecA and SecB.

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

**VOTE ON MOTION #6**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(7) EMERGENCY TELEPHONE SAFETY BOARD (ETSB) RESOLUTION**

**Police Chief Mulhearn** addressed the Board on this item.

Motion by **Trustee Barry** to approve the issuance of a Resolution and Letter of Interest signed by Mayor Gunter concerning the Village's participation in a new computer aided dispatch and records management system.

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

**VOTE ON MOTION #7**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(8) INTERGOVERNMENTAL AGREEMENT - VILLAGE OF ADDISON, ILLINOIS**



**Police Chief Mulhearn and Fire Chief Weiss** addressed the Board on this item.

Motion by **Trustee Barry** to consider an ordinance to approve of an Intergovernmental Agreement (IGA) with the Village of Addison to provide dispatch services for the Westmont Police and Fire Departments.

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

**VOTE ON MOTION #8**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(9) 2016-2017 NORTH FIRE PROTECTION DISTRICT AGREEMENT EXTENSION**

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

Motion by **Trustee Liddle** to consider an ordinance to extend the agreement with the North Fire Protection District for one year.

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

**VOTE ON MOTION #9**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(10) PURCHASING TEXT AMENDMENT**

**Finance Director Parker** addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance approving a purchasing authority text amendment to increase the threshold for purchase orders requiring board approval to \$20,000.

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

**VOTE ON MOTION #10**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(11) IL PREVAILING WAGE - DUPAGE COUNTY**

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

Motion by **Trustee Barry** to consider an ordinance to ascertain the prevailing wages as defined in said act.

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

**VOTE ON MOTION #11**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(12) RE-ADOPTION OF ILLINOIS PLUMBING CODE**

**Attorney Zemenak** addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving the re-adoption of the State of Illinois Plumbing Code with local amendments.

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

**VOTE ON MOTION #12**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**(13) INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SCHAUMBURG**

**IT Director Liljeberg** addressed the Board on this item.

Motion by **Trustee Barry** to consider an ordinance approving an Intergovernmental Agreement (IGA) with the Village of Schaumburg for shared IT Facilities.

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

**VOTE ON MOTION #13**

Ayes: Guzzo, Liddle, Barry, and Addington.

Nays: None.

Absent: Nero & Barker.

Present: None.

**MISCELLANEOUS:**

- None.

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



**Village Clerk's Office**

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**VOTE ON MOTION #14**

Ayes: Barry, Guzzo, and Liddle.

Nays: Addington.

Absent: Nero & Barker.

Present: None.

**MEETING ADJOURNED AT 7:08 P.M.**

**ATTEST:**

**APPROVED:**

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

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

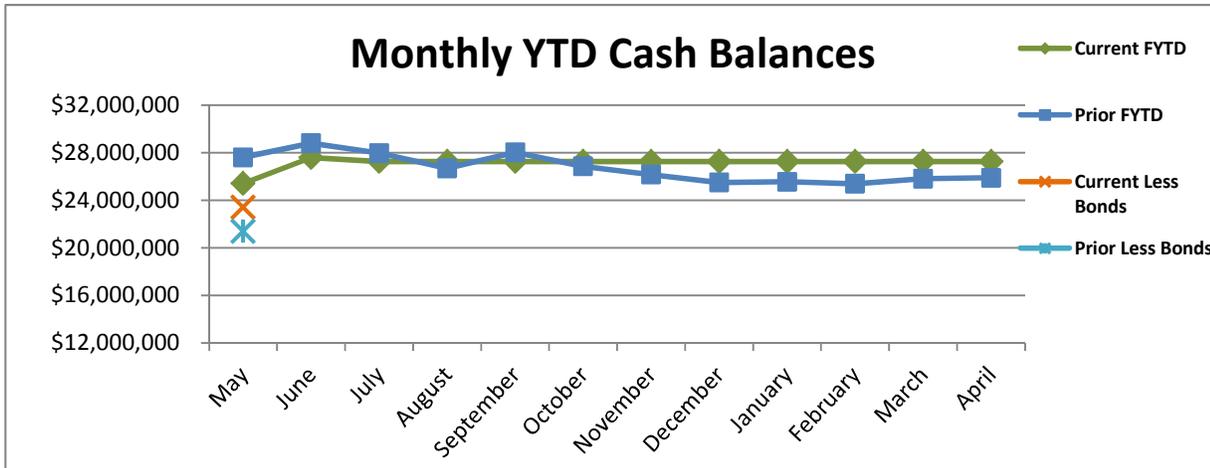
Dated this 7th day of July, 2016.

**Village of Westmont**  
**Monthly Revenue & Expense Summary**  
**FYTD May 31, 2016**

	REVENUES		EXPENSES		NET	
	YTD	% Bud	YTD	Bud	Budgeted	YTD
<b>01 GENERAL FUND</b>	\$ 546,890	2%	\$ 1,078,096	4%	\$ 3,565	\$ (531,206)
<b>General &amp; Administration</b>	\$ 355,361	2%	\$ 185,142	2%	\$ 10,577,466	\$ 170,219
51111 Legislation	\$ 127,159	1%	\$ 7,678	1%	\$ 13,984,010	\$ 119,481
51116 Information Technology	\$ 109,923	26%	\$ 31,895	3%	\$ (811,272)	\$ 78,028
51117 Community Development	\$ 114,697	17%	\$ 57,265	5%	\$ (583,749)	\$ 57,432
51210 Administration			\$ 43,861	6%	\$ (680,790)	\$ (43,861)
51127 Voluntary Committees			\$ -	0%	\$ (6,500)	\$ -
51410 Finance	\$ 3,583	2%	\$ 44,443	8%	\$ (373,574)	\$ (40,859)
51213 Transfers	\$ -	0%	\$ -	0%	\$ (950,660)	\$ -
<b>Commissions</b>	\$ -		\$ 804	1%	\$ (56,950)	\$ (804)
51122 Fire & Police Commission			\$ 304	1%	\$ (34,500)	\$ (304)
51123 Planning/Zoning Commission			\$ 500	2%	\$ (22,450)	\$ (500)
<b>Police Department</b>	\$ 32,618	1%	\$ 420,357	5%	\$ (5,814,897)	\$ (387,738)
52110 Administration	\$ 3,527	2%	\$ 49,882	4%	\$ (1,102,958)	\$ (46,356)
52121 Patrol	\$ 29,075	5%	\$ 300,409	7%	\$ (3,771,942)	\$ (271,333)
52130 Investigations	\$ 16	0%	\$ 70,066	7%	\$ (939,997)	\$ (70,049)
52190 Police Pension Pass Through	\$ -	0%	\$ -	0%	\$ -	\$ -
<b>Fire Department</b>	\$ 69,388	2%	\$ 327,453	6%	\$ (1,469,310)	\$ (258,065)
52210 Fire Protection	\$ -	0%	\$ -	0%	\$ -	\$ -
52220 Suppression & Control	\$ 4,850	0%	\$ 133,184	6%	\$ (978,230)	\$ (128,334)
52510 Ambulance & Paramedic	\$ 64,538	3%	\$ 194,269	7%	\$ (448,880)	\$ (129,731)
52610 EMA			\$ -	0%	\$ (17,200)	\$ -
52291 Fire Pension			\$ -	0%	\$ (25,000)	\$ -
<b>Public Works</b>	\$ 89,522	6%	\$ 144,340	3%	\$ (3,232,744)	\$ (54,818)
54210 Administration	\$ 700	58%	\$ 10,797	4%	\$ (244,105)	\$ (10,097)
54211 Facilities Maintenance			\$ 24,725	4%	\$ (607,996)	\$ (24,725)
54230 Street Operations	\$ -	0%	\$ 85,221	4%	\$ (1,967,299)	\$ (85,221)
54240 Fleet Maintenance	\$ 7,481	2%	\$ 23,598	3%	\$ (348,744)	\$ (16,117)
54250 Health & Sanitation	\$ 81,341	9%	\$ -	0%	\$ (64,600)	\$ 81,341
<b>05 CONVENTION &amp; TOURISM</b>	\$ 100,623	15%	\$ 7,215	1%	\$ (90,451)	\$ 93,407
51112 Convention & Tourism	97,484	15%	6,421	1%	4,192	91,063
51113 Westmont Centre	3,139	8%	795	1%	(94,643)	2,344
<b>17 EMPLOYEE BENEFIT SICK TIME</b>	\$ -		\$ -		\$ -	\$ -
<b>20 DOWNTOWN PARKING FUND</b>	\$ 1	0%	\$ -		\$ 1,930	\$ 1
<b>25 VEHICLE REPLACEMENT FUND</b>	\$ 246	0%	\$ -	0%	\$ 301,790	\$ 246
<b>30 CAPITAL PROJECTS</b>	\$ 6,989	0%	\$ -	0%	\$ (729,010)	\$ 6,989
<b>31 BOND 2013 A (\$8.5 Million)</b>	\$ 636		\$ 493,954	20%	\$ (2,493,756)	\$ (493,318)
<b>32 BOND 2013 B (\$1.5 Million)</b>	\$ 3		\$ -	0%	\$ (36,273)	\$ 3
<b>33 STORMWATER INFR. FUND</b>	\$ 2,469	0%	\$ 4,500	0%	\$ (468,037)	\$ (2,031)
<b>41 WATER OPERATING FUND</b>	\$ 608,223	7%	\$ 84,766	1%	\$ (212,659)	\$ 523,457
<b>50 DEBT SERVICE FUND</b>	\$ 23	0%	\$ 177,556	18%	\$ 885	\$ (177,534)
<b>61 MOTOR FUEL TAX FUND</b>	\$ 514	0%	\$ -	0%	\$ (87,100)	\$ 514
<b>62 IMRF/SOCIAL SECURITY FUND</b>	\$ -	0%	\$ 114,400	5%	\$ (787,075)	\$ (114,400)
<b>68 EXCESS GENERAL FUND BAL</b>	\$ 160	0%	\$ -	0%	\$ (1,997,570)	\$ 160
<b>82 TIF SWBD (1)</b>	\$ 1	0%	\$ -	0%	\$ (1,600)	\$ 1
<b>83 TIF CBD (2)</b>	\$ 3	0%	\$ -	0%	\$ (14,000)	\$ 3
<b>TOTAL</b>	\$ 1,263,644	3%	\$ 1,284,477	3%	\$ (6,609,361)	\$ (20,833)
<b>Adjusted General Fund</b>	\$ 1,703,130	8%	\$ 1,078,096	4%	\$ 3,565	\$ 625,034

**Village of Westmont  
Treasurer's Report As of May 31, 2016**

Account Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
CASH	\$ 3,712,757	\$ 9,266,767	\$ (5,554,010)
CDs	\$ -	\$ 130,552	\$ (130,552)
POOLED INVESTMENTS	\$ 11,729,546	\$ 11,128,770	\$ 600,776
MONEY MARKET	\$ 3,434,665	\$ 3,500,000	\$ (65,335)
OTHER INVESTMENTS	\$ 6,543,586	\$ 3,582,705	\$ 2,960,881
<b>TOTAL</b>	<b>\$ 25,420,554</b>	<b>\$ 27,608,794</b>	<b>\$ (2,188,240)</b>



Fund Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
GENERAL	\$ 6,808,763	\$ 6,381,851	\$ 426,912
CONVENTION/TOURISM	\$ 1,401,283	\$ 928,251	\$ 473,031
EBST	\$ (295,652)	\$ (22,264)	\$ (273,388)
DOWNTOWN PARKING	\$ 11,829	\$ 11,824	\$ 5
VRP	\$ 1,779,190	\$ 1,667,514	\$ 111,676
CAPITAL PROJECTS	\$ 2,985,314	\$ 3,361,863	\$ (376,549)
WATER	\$ 2,046,131	\$ 1,804,762	\$ 241,369
DEBT SERVICE	\$ 564,300	\$ 741,118	\$ (176,818)
MFT	\$ 1,353,074	\$ 2,294,770	\$ (941,695)
IMRF	\$ 1,448,821	\$ 2,531,575	\$ (1,082,754)
PERFORMANCE BOND	\$ 796,814	\$ 726,239	\$ 70,575
EXCESS GENERAL FUND BAL.	\$ 3,501,064	\$ 950,057	\$ 2,551,007
BOND 2013A (\$8.5 Million)	\$ 1,988,690	\$ 5,312,431	\$ (3,323,740)
BOND 2013B (\$1.5 Million)	\$ -	\$ 901,251	\$ (901,251)
STORMWATER	\$ 985,040	\$ -	\$ 985,040
TIF SWBD (1)	\$ 12,249	\$ 6,026	\$ 6,222
TIF CBD (2)	\$ 33,644	\$ 11,526	\$ 22,118
<b>TOTAL</b>	<b>\$ 25,420,554</b>	<b>\$ 27,608,794</b>	<b>\$ (2,188,240)</b>



## FINANCE

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6230 Fax: 630-829-4440  
westmont.il.gov | finance@westmont.il.gov

# MEMORANDUM

**DATE:** June 30, 2016  
**TO:** Westmont Village Board  
**FROM:** Spencer Parker, Finance Director  
**SUBJ:** May 2016 Financial Report

Based on our auditor's recommendation, we are including monthly financial reports as part of our consent agenda, so it is formally accepted by the Village Board. I have attached the monthly financial report for the prior month, and wanted to point out a few items of interest as you review the report.

In summary, we are in good financial shape, and are tracking about where we would expect to be at this point in the fiscal year.

At the end of May, we are 1 months through the fiscal year, so in our General Fund revenues and expenditures should be tracking about 8% of the budget.

As you can see from the top line, revenues in the general fund are currently at 2% of budget. As we have discussed previously, there are several sources of revenue including Sales and Income Tax which are paid in arrears, and we do not receive property tax revenue until June. Additionally, some of our revenues are transfers or passthroughs that have not yet been booked. The last line on the report adjusts for all of these factors, and you can see that we are tracking at 8% of our fiscal year operating budgeted revenues.

Our general fund expenditures total 4% of the budget, which is a little under our expected percentage. You will see that all of the departments are at or under 8%.

Our bond and debt service fund are close to 20% because of our planned work and debt payments to date. Other capital funds have not yet expended any money this fiscal year due to timing of projects, and revenues are low because they are funded by transfers which have not been made or taxes which are received in arrears.

In the Treasurer's report you will notice that we have almost \$2.2 million less than we had last year at this same time, because we are spending bond funds. As you can see from the chart, excluding the bonds, we are about \$2.0 million over where we were last year. Our general fund is almost 427,000 more than last year, and when this is combined with our Excess General Fund Balance and the EBST fund, we are up about \$2.7 million. Our Capital Projects, MFT, and Bond funds are down from last year because of planned purchases, and our IMRF balance is less than last year due to the ERI payment.

**ORDINANCE NO.**

**An Ordinance Making Appropriations for Corporate Purposes for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017**

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

SECTION 1: That the following sums, or so much thereof as hereby may be authorized by law, and the same are hereby appropriated to pay all necessary expenses and liabilities of the Village of Westmont, DuPage County, Illinois, for the fiscal year beginning May 1, 2016; such appropriations are hereby made for the following objects and purposes:

<b><u>GENERAL CORPORATE FUND</u></b>	<b><u>FY 2017 APPROPRIATED</u></b>
<b><u>General Government</u></b>	
<b><u>Legislation</u></b>	
Wages - Part Time	36,000
Professional Services	368,500
Telephone	2,000
Liability Insurance	409,000
Misc. Supplies	4,500
Postage	1,500
Expense Allowance	7,500
Advertising	1,000
Printing	13,000
Recording Fees	2,000
Training	1,500
Conferences	4,000
Dues & Subscriptions	75,000
Misc. Services	20,000
Health & Wellness	25,000
Grants	37,000
Contingency	1,000
<b>Total Legislation</b>	<b>1,008,500</b>

**Information Technology**

Wages - Regular	285,500
Wages - Overtime	2,000
Wages - Part-time	40,000
Employee Benefit Sick Time	1,000
Health Insurance	55,000
Professional Services	60,000
Insurance	1,000
Telecommunication Services	117,000
Maint. Services Equip.	60,000
Municipal Garage	1,000
Office Supplies	2,000
Maintenance Supplies - Equipment	5,000
Misc. Supplies	13,500
Mobile Support Equipment	10,000
Office Support Equipment	30,000

Other Equipment	10,000
Network Infrastructure	10,000
IT Grants - State	0
Postage	2,000
Expense Allowance	3,000
Training	9,500
Conferences	6,500
Dues & Subscriptions	6,000
Cloud Computing	87,500
Internal Software	801,500
<b>Total Information Technology</b>	<b>1,619,000</b>

### **Community Development**

Wages - Regular	730,500
Wages - Overtime	1,500
Wages - Part-time	100,500
Employee Benefit Sick Time	2,000
Health Insurance	201,000
Professional Services	450,000
Telephone	4,000
Municipal Garage	8,500
Uniforms & Clothing	7,000
Office Supplies	5,000
Misc. Supplies	14,500
Other Equipment	1,000
Postage	1,500
Expense Allowance	2,500
Advertising	1,000
Printing	5,000
Training	6,500
Conference	9,000
Dues & Subscriptions	3,500
Misc. Services	1,500
Community Projects	75,000
<b>Total Economic Development</b>	<b>1,631,000</b>

### **Fire & Police Commission**

Professional Services	60,000
Misc. Supplies	1,500
Postage	1,500
Expense Allowance	2,000
Advertising	1,000
Printing	1,000
Conferences	4,000
Dues & Subscriptions	1,500
Misc. Services	1,000
<b>Total Fire &amp; Police Commission</b>	<b>73,500</b>

### **Planning & Zoning Commission**

Professional Services	5,500
Misc. Supplies	1,500
Advertising	22,000
Printing	1,000
Misc. Services	1,000

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<b>Total Planning &amp; Zoning Comm.</b>	<b>31,000</b>
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**Voluntary Committees**

Miscellaneous Supplies	2,000
Advertising	1,500
Printing and Binding	1,500
Training	1,500
Conferences	1,500
Misc Services	4,000
Grants	3,000
<b>Total Voluntary Committees</b>	<b>15,000</b>

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**Administration**

Wages - Regular	493,500
Wages - Part Time	77,000
Employee Benefit Sick Time	24,000
Health Insurance	91,500
Unemployment Compensation	50,000
Professional Services	58,500
Telephone	1,000
Equipment Rental	3,000
Maint. Services Equip.	1,500
Office Supplies	2,000
Misc. Supplies	2,000
Office Support Equipment	3,500
Postage	14,000
Expense Allowance	2,500
Advertising	4,000
Printing	34,500
Training	7,500
Conferences	10,000
Dues & Subscriptions	5,500
Misc. Services	2,000
<b>Total Administration</b>	<b>887,500</b>

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**Transfers**

Transfers to Other Funds	3,763,500
<b>Total Transfers</b>	<b>3,763,500</b>

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**Finance**

Wages - Regular	380,000
Wages - Overtime	5,500
Wages - Part-time	160,000
Employee Benefit Sick Time	1,000
Health Insurance	73,000
Professional Services	120,000
Uniforms & Clothing	5,000
Office Supplies	5,500
Misc. Supplies	15,000
Office Equipment	5,000
Postage	1,500
Expense Allowance	2,500
Advertising	4,000

Printing	8,000
Training	3,000
Conferences	4,500
Dues & Subscriptions	2,500
Misc. Services	2,000
Bank/Credit Card Fees	20,000
Bad Debt Collection Exp	100,000
<b>Total Finance</b>	<b>918,000</b>

**Total General Government**

**9,947,000**

**Law Enforcement**

**Police Administration**

Wages - Regular	561,500
Wages - Overtime	1,500
Wages - Part-time	50,000
Employee Benefit Sick Time	1,000
Health Insurance	91,500
NUCPS Training	1,000
Professional Services	75,000
Telephone	12,500
Insurance	1,000
Utilities	20,500
Equipment Rental	1,000
Maint. Services Equip.	30,000
Maint. Services Bldg.	36,000
Office Supplies	4,500
Maint. Supplies Bldg.	1,500
Maint. Supplies Equip.	2,500
Janitorial Supplies	4,500
Bldg. Improvements	3,000
Office Equipment	3,500
Other Equipment	20,000
Grant Expenses	100,000
Expense Allowance	6,000
Advertising	1,000
Printing	4,500
Training	50,000
Conferences	11,500
Dues & Subscriptions	22,000
Misc. Services	7,000
Dispatch Consolidation	750,000
<b>Total Police Administration</b>	<b>1,874,000</b>

**Police Patrol**

Wages - Regular	3,812,500
Wages - Overtime	555,000
Wages - Part Time	1,000
Wages Extra Duty Work	7,000
Employee Benefit Sick Time	1,000
Health Insurance	584,000
Insurance	35,000
Maint. Services Vehicles	10,000

Municipal Garage	168,000
Uniforms	48,500
Operating Supplies	33,500
Maint. Supplies Vehicles	2,000
Misc. Supplies	2,000
Postage	1,500
DUI TEC Expenses	7,000
Grant Expenses	6,000
<b>Total Police Patrol</b>	<b>5,274,000</b>

**Police Investigations**

Wages - Regular	936,500
Wages - Overtime	184,500
Employee Benefit Sick Time	1,000
Health Insurance	1,000
Printing and Binding	146,000
Training	1,000
Dues & Subscriptions	1,000
Title 15-State Durg Expenses	15,000
Federal Drug Expense	150,000
<b>Total Police Investigations</b>	<b>1,436,000</b>

**Police Pension**

Reduction of Actuarial Deficiency	2,585,000
<b>Total Police Pension</b>	<b>2,585,000</b>

**Total Law Enforcement** **11,169,000**

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**Fire Control**

**Fire Protection & Suppression**

2% Foreign Fire Tax Transfer	45,000
Wages - Regular	443,000
Wages - Overtime	13,500
Wages - Part Time	1,724,000
Employee Benefit Sick Time	1,000
Health Insurance	80,000
Professional Services	95,000
Telephone	11,500
Insurance	15,000
Public Utilities	10,000
Equipment Rental	1,000
Maint. Services Equip.	50,000
Maint. Services Vehicles	65,000
Maint. Services Bldg.	1,000
Municipal Garage	49,500
Uniforms	48,000
Office Supplies	4,000
Operating Supplies	4,000
Maint. Supplies Bldg.	2,500
Maint. Supplies Equip.	10,000
Maint. Supplies Vehicles	65,000
Janitorial Supplies	8,500
Misc. Supplies	5,000

Bldg. Purchase Improvements	1,000
Other Equipment	1,500
Other Equipment	60,000
Grant Expenses	76,000
Postage	1,500
Expense Allowance	3,500
Printing	3,000
Training	25,000
Conferences	18,500
Dues & Subscriptions	17,000
Dispatch Consolidation	175,000
Contingency	1,000
<b>Total Fire Suppression</b>	<b>3,134,500</b>

### Ambulance & Paramedics

Wages - Regular	125,500
Wages - Overtime	13,500
Wages - Part Time	1,705,000
Health Insurance	18,500
Professional Services	1,215,500
Telephone	2,500
Billing Services	48,500
Maint. Services Equip.	5,000
Maint. Services Vehicles	3,000
Municipal Garage	20,500
Uniforms	1,500
Operating Supplies	16,000
Maint. Supplies Equip.	6,000
Maint. Supplies Vehicles	4,000
Misc. Supplies	4,500
Other Equipment	1,000
Printing	2,000
Training	5,500
Dues & Subscriptions	1,500
Misc. Services	1,000
<b>Total Ambulance &amp; Paramedics</b>	<b>3,200,500</b>

### Emergency Management

Wages - Part Time	3,000
Telephone	500
Equipment Rental	1,000
Maint. Services Equip.	20,000
Maint. Services Vehicles	1,000
Municipal Garage	1,000
Uniforms	3,000
Office Supplies	1,000
Maint. Supplies Equip.	1,000
Maint. Supplies Other	1,000
Misc. Supplies	1,000
Other Equipment	500
Training	1,500
Dues & Subscriptions	1,000
<b>Total Emer. Medical Services</b>	<b>36,500</b>

**Fire Pension**

Fire Pension Contribution	50,000
<b>Total Police Pension</b>	<b>50,000</b>

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**Total Fire Control** **6,421,500**

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**Public Works****Public Works Administration**

Wages - Regular	211,500
Wages - Overtime	1,000
Employee Benefit Sick Time	1,000
Health Insurance	36,500
Professional Services	16,000
Telephone	11,000
Insurance	3,500
Public Utilities	1,000
Rental Equipment	1,000
Maint. Services Equip.	1,000
Municipal Garage	2,500
Uniforms	5,000
Office Supplies	5,000
Postage	1,000
Expense Allowance	1,000
Printing	1,000
Training	3,500
Conferences	6,000
Dues & Subscriptions	4,500
Misc. Services	1,000
<b>Total Public Works Administration</b>	<b>314,000</b>

**Facilities Maintenance**

Wages - Regular	188,000
Wages - Overtime	40,000
Wages - Part-time	140,000
Health Insurance	55,000
Professional Services	156,500
Telephone	2,500
Public Utilities	13,500
Equipment Rental	20,000
Maint. Services Equip.	45,000
Maint. Services Bldgs.	55,000
Municipal Garage	8,500
Uniforms	3,000
Office Supplies	1,000
Maint. Supplies Bldg	20,000
Maint Supplies Equipment	2,500
Maint Supplies Other	10,500
Janitorial Supplies	8,000
Misc. Supplies	2,000
Bldg. Improvements	100,000
Other Equipment	8,500
Training	2,500
Dues & Subscriptions	1,000

Safety Program Expenses 1,000

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**Total Facilities Maint. 884,000**

**Streets Operations**

Wages - Regular	873,000
Wages - Overtime	150,000
Wages - Part Time	49,000
Wages - Part Time O/T	3,000
Employee Benefit Sick Time	1,000
Health Insurance	219,000
Professional Services	300,000
Insurance	3,500
Public Utilities	120,000
Equipment Rental	18,500
Maint. Services Equip.	115,000
Maint. Services Building	6,000
Disposal Expense	1,000
Municipal Garage	120,000
Uniforms	12,000
Operating Supplies	250,000
Maint. Supplies Building	2,000
Maint. Supplies Equip.	1,000
Maint. Supplies Vehicles	1,000
Maint. Supplies Other	125,500
Janitorial Supplies	2,500
Misc. Supplies	3,000
Land Improvements	250,000
Bldg Purch Improvements	3,000
Street Improvements	1,000
Other Equipment	80,000
Street Signs, Posts & Paint	56,000
Training	7,000
Conferences	2,500
Dues & Subscriptions	2,000
Misc. Services	5,500

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**Total Streets Operations 2,783,000**

**Fleet Maintenance**

Wages - Regular	233,500
Wages - Overtime	2,500
Employee Benefit Sick Time	1,000
Health Insurance	55,000
Professional Services	2,500
Insurance	24,000
Maint. Services Equip.	25,000
Maint. Services Vehicles	30,000
Uniforms	2,000
Operating Supplies	425,000
Maint. Supplies Building	1,000
Maint. Supplies Equip.	50,000
Maint. Supplies Vehicles	80,000
Maint. Materials Other	1,000
Janitorial Supplies	1,500
Other Equipment	5,000

Training	3,500
Conferences	3,500
Misc. Services	9,000
<b>Total Fleet Maintenance</b>	<b>955,000</b>

**Health & Sanitation**

Professional Services	1,128,000
<b>Total Health &amp; Sanitation</b>	<b>1,128,000</b>

<b>Total Public Works</b>	<b>6,064,000</b>
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<b>TOTAL GENERAL CORPORATE FUND</b>	<b>33,601,500</b>
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**Convention/Tourism**

**Convention & Tourism**

Wages - Regular	150,000
Wages Part Time	10,500
Professional Services	250,000
Miscellaneous Supplies	7,000
Building Improvements	125,000
Other Equipment	75,000
Expense Allowance	0
Dues & Subscriptions	50,000
Miscellaneous Services	226,000
Grants	50,000
<b>Total Convention/Tourism</b>	<b>943,500</b>

**Westmont Centre**

Wages - Regular	20,000
Wages - Part Time	1,000
Overtime	4,500
Professional Services	45,000
Telephone	3,000
Insurance	7,500
Public Utilities	7,000
Rental Equipment	1,500
Maint. Services Equip.	6,000
Maint. Services Bldg.	20,000
Maint. Supplies Bldg.	10,000
Maint. Materials	2,000
Janitorial Supplies	1,000
Misc. Supplies	1,500
Building Purchase Improvements	85,000
Other Equipment	2,500
<b>Total Westmont Centre</b>	<b>217,500</b>

<b>TOTAL CONVENTION/TOURISM</b>	<b>1,161,000</b>
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**Downtown Parking**

Professional Services	5,000
Land Purchases & Improvements	5,000

<b>TOTAL DOWNTOWN PARKING</b>	<b>10,000</b>
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**Vehicle Replacement**

Replacements - Police	250,000
Replacements - Fire	1,500,000
Replacements - Public Works	500,000
Miscellaneous Services	5,000
Transfer to Capital	0

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**TOTAL VEHICLE REPLACEMENT** **2,255,000**

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**Capital Projects**

Professional Services	630,000
Equipment Rental	85,000
Maint Services Equipment	1,000
Land Purchases & Improvements	500,000
Bldg. Purchases & Improvements	1,060,000
Street Improvements	1,750,000
	100,000
Other Equipment	100,000
Computer Equipment	200,000
Stormwater Improvements	35,000
Fiscal Agent Fees	1,000
Transfer to Other Funds	150,000

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**TOTAL CAPITAL PROJECTS** **4,612,000**

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**Capital Bond Fund-2013A MFT**

Street Improvements	2,993,000
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**TOTAL CAPITAL BOND FUND-2013A MFT** **2,993,000**

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**Capital Bond Fund-2013B Non-MFT**

Professional Services	44,000
Land Purchases & Improvements	1,000

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**TOTAL CAPITAL BOND FUND-2013B Non-MFT** **45,000**

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**Stormwater Infrastructure Fund**

Professional Services	700,000
Land Purchase Improvements	1,000,000
Stormwater Improvements	1,700,000

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**TOTAL STORMWATER INFRASTRUCTURE FUND** **3,400,000**

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**Debt Service**

Debt Service Principal	660,000
Debt Service Interest	675,500

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**TOTAL DEBT SERVICE** **1,335,500**

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**Motor Fuel Tax**

Professional Services	211,500
Street Improvements	750,000
Transfers to Other Funds	433,500

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**TOTAL MOTOR FUEL TAX** **1,395,000**

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**IMRF/FICA**

Illinois Municipal Retirement Fund	1,178,000
Social Security	1,525,000

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**TOTAL IMRF/FICA** **2,703,000**

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**TIF 1 - SWBD**

Professional Services	75,000
Land Purchases & Improvements	750,000
Street Improvements	500,000
Payments to Developers	250,000

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**TOTAL TIF 1 - SWBD** **1,575,000**

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**TIF 2 - CBD**

Professional Services	75,000
Land Purchases & Improvements	750,000
Street Improvements	500,000
Payments to Developers	50,000

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**TOTAL TIF 2 - CBD** **1,375,000**

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**Water Operations**

Wages - Regular	776,500
Wages - Overtime	175,000
Wages - Part Time	70,500
Health Insurance	146,000
Pension Contributions	212,500
Professional Services	600,000
Telephone	5,000
Insurance	200,000
Public Utilities	53,500
Equipment Rental	2,000
Maint. Services Equip.	3,500
Maint. Services Vehicles	10,000
Maint. Services Building	50,000
Disposal Expense	28,000
Municipal Garage	30,000
Data Processing	14,500
Water Purchase-DWC	4,898,500

Uniforms	6,000
Office Supplies	3,000
Operating Supplies	7,500
Maint. Supplies Bldg.	2,000
Maint. Supplies Equip.	2,000
Maint. Supplies Vehicles	7,000
Maint. Supplies Other.	150,000
Janitorial Supplies	2,000
Misc. Supplies	9,000
Water Well Improvements	25,000
Water Main Improvements	1,300,000
Land Purchase & Improvements	300,000
Bldg. Purchase & Improvements	75,000
Meter System Improvements	550,000
Water Plant Improvements	1,500,000
Office Equipment	1,000
Automotive Equipment	240,000
Other Equipment	40,000
Postage	25,000
Advertising	3,000
Printing	10,000
Training	6,500
Conferences	3,500
Dues & Subscriptions	11,000
Miscellaneous Services	1,500
Credit Card Service Fees	45,000
Debt Payment	66,000
Road/Bridge Expense	20,000
New Installation	60,000
Payment In Lieu of Taxes	385,500
Bad Debt/Collections Expense	250,000
Transfer to Other Funds	1,000

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**TOTAL WATER OPERATIONS**

**12,383,000**

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**Library Operations**

**Library Operations**

Wages	915,000
Benefits	280,000
Board & Staff Dev.	20,000
Materials	300,000
Automation & Technology	125,000
Supplies	30,000
Programs	65,000
Public Communication	40,000
Building & Grounds Maintenance	300,000
Equipment Maint	100,000
Utilities	40,000
Furniture & Equipment	30,000
Professional Services	150,000

Building Insurance	15,000
Transfer to Library Special Reserves	20,000
Contingency	3,000
Special Reserve Fund/Capital Improvements	580,000
<b>Total Library Operations</b>	<b>3,013,000</b>

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**TOTAL LIBRARY OPERATIONS** **3,013,000**

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**TOTAL APPROPRIATIONS ALL FUNDS** **71,857,000**

SECTION 2: That the Treasurer of the Village of Westmont shall place to the credit of the fund upon which an appropriation for the prior fiscal year has been made, all unexpended appropriations, if any, for the fiscal years preceding the current fiscal year, but which shall not include the amount required to liquidate contracts of liabilities entered into by virtue of authority of such appropriations which remain unpaid at the close of the year last preceding the current fiscal year provided that any unexpended appropriations for the preceding fiscal year which have been made from funds which by law are specific and under the direct control of officers especially appointed for their disbursement shall remain subject to the direct control of such officers and shall be disbursed in accordance with law, this ordinance notwithstanding.

SECTION 3: That all unexpended balances of any item or items of general appropriation for corporate purposes made by this Ordinance be expended in making up any deficiency in any other item in the same general appropriation made by this Ordinance.

SECTION 4: That any unexpended balance in any of the foregoing item or items of general appropriations may be used and applied toward the payment of any lawful corporate debt or charge of the Village of Westmont.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Ronald J. Gunter, Mayor  
(Published in Pamphlet Form)

**ORDINANCE NO. 10-48**  
**AN ORDINANCE GRANTING AUTHORIZATION TO ERECT A TENT AS A**  
**TEMPORARY USE FOR J. FLEMINGS' ABSOLUTELY DELICIOUS RESTARUANT**  
**LOCATED AT 18 N. CASS AVENUE, WESTMONT**

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

WHEREAS, J. Flemings' Absolutely Delicious Restaurant ("Applicant") has requested permission to erect a tent for the purpose of outdoor dining from April through late October for the outdoor space located at 18 N. Cass Avenue, Westmont, Illinois (the "Subject Property"); and

WHEREAS, Applicant seeks authorization to erect a tent temporarily to be used for outdoor dining upon the Subject Property which is located in the B-1 Limited Business District during the warmer months; and

WHEREAS, the Westmont Code of Ordinances allows a temporary building, such as a tent, to be erected upon commercial spaces only upon the approval by the Village Board; and

WHEREAS, the Village of Westmont Board of Trustees desires to grant this temporary use to Applicant.

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

Section 1: Applicant's request for a temporary use to erect a tent upon the Subject Property is hereby approved. The following special conditions shall apply to this approval:

- A. Outdoor dining under said tent is permitted between April 1 and October 31 upon the Subject Property for the Applicant's restaurant for each year. Village approvals for this temporary tent use for subsequent years are not required, however, the Village Board reserves the right to terminate this approval at any time and reserves the right to impose additional special conditions upon this approval at any time.
- B. Lighting which is directly related to the operation of the outdoor dining area shall be directed away from adjacent properties in conformance with the Village's lighting standards and shall not create a public nuisance.
- C. The outdoor dining area floor shall consist of a hard dustless material, generally asphalt, concrete, or concrete pavers.



Agreement is Not Valid Unless Executed by Seller

[CONSTELLATION LEGAL ENTITY NAME] Electricity Supply Agreement – Fixed Price Solutions

<Customer Name> (“Customer”) AND [CONSTELLATION LEGAL ENTITY NAME] (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement. The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Table with 2 columns: Cost Category and Status. Rows include Energy Costs, Ancillary Services, Auction Revenue, Capacity Costs, Transmission Costs, Transmission Loss Credits, Line Loss Costs, and FERC Order 745 Costs, all marked as Fixed.

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs will be passed through to you. Except in the case of Transmission Costs, all other costs listed above as “Fixed” may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions (“RTTs”) between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date”, and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the residual

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zone ("LMP") + \$<Insert Holdover Rate>/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("CNE Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Dual Billing/ UDC Consolidated Billing/ CNE Consolidated Billing.** All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments.

**Certain Warranties.** You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at [customer@constellation.com](mailto:customer@constellation.com). Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
<Insert Utility Name>	<Insert Utility Abbreviation>	<Insert Contact Numbers>

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

[CONSTELLATION LEGAL ENTITY NAME]

Customer: <Customer Name>

By:

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

Name:

Name:

Title:

Title:

Date:

Address: 1221 Lamar St. Suite 750  
Houston, Texas 77010

Address:

Attention: Contracts Administration

Attention:

Facsimile: (888)-829-8738

Facsimile:

Telephone: (888) 635-0827

Telephone:

Email Address:

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## General Terms and Conditions

### 1. Definitions.

**"Ancillary Services And Other ISO Costs"** means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

**"Energy Costs"** means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

**"FERC Order 745 Costs"** means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable

portfolio standards forward price curve for the state where the Account is located.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**"Taxes"** means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

**"UDC Charges"** means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and

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• all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE ILLINOIS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent, conditioned upon (i) 30 days advance notice, (ii) the assignee being at least as creditworthy as you on the effective date of this Agreement or otherwise meeting our credit requirements at our sole but reasonable discretion, (iii) the assignee affirming in writing that they will assume your obligations under this Agreement and (iv) you remaining liable for any obligations performed prior to the assignment date. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes

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the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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**ACCOUNT SCHEDULE:**

**For: <Customer Name>**

**The pricing set forth below is only valid until 5:00 PM Central Prevailing Time on <Insert Date>**

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.**

**Please verify that your specific information is COMPLETE and ACCURATE.**

**Your review and acceptance of this information will help ensure accurate future invoices**

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

**TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888)-829-8738.**

No. of Service Accounts:

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)

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## Exiting local amendment

Delete Section 2306.2.3 Above Ground Storage tanks located outside, above grade

Above-ground storage tanks for flammable and combustible liquids not permitted within Village of Westmont.

## Proposed revision

Delete Section 2306.2.3 Above Ground Storage tanks located outside, above grade **Add;**

Above-ground storage tanks for flammable and combustible liquids not permitted within Village of Westmont. **Except as noted;**

1. Above ground storage tanks may be APPROVED by Westmont Fire Department for emergency situations. All installations in this instance shall conform to all state and local codes.
2. Above ground storage tanks may be APPROVED by the Westmont Fire Department for storage of new and used cooking oil per the following specifications
  - a. AST must be APPROVED by the Illinois State Fire Marshall
  - b. AST shall not exceed 600 gallons in total volume.
  - c. Only Class IIIB flammables (cooking oils only) shall be stored in APPROVED tanks.
  - d. All installations shall conform with state and local codes



# Westmont Fire Department

HEADQUARTERS  
6015 South Cass Avenue • Westmont, IL 60559

Administration (630) 981-6400  
Fire Prevention (630) 981-6402  
Fax (630) 829-4486



Commission on  
Fire Accreditation  
International

I.S.O. 2

## Delete Section in entirety from 2012 IBC;

### **905.3.1 Height.**

Class III standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

#### **Exceptions:**

1. Class I standpipes are allowed in buildings equipped throughout with an *automatic sprinkler system* in accordance with [Section 903.3.1.1](#) or [903.3.1.2](#).
2. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access.
3. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with [Section 905.5](#).
4. Class I standpipes are allowed in *basements* equipped throughout with an *automatic sprinkler system*.
5. In determining the lowest level of fire department vehicle access, it shall not be required to consider:
  - 5.1. Recessed loading docks for four vehicles or less, and
  - 5.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

## Add Section to replace;

### **905.3.1 Height.**

Class III standpipe systems shall be installed throughout buildings three (3) stories or more in height above grade level, or where the floor level of the lowest story is located three (3) stories or more below grade level. Grade level shall be measured from the grade level main entrance of the building and approved by the Fire Code Official.

#### **Exceptions:**

1. Class I standpipes are allowed in buildings equipped throughout with an *automatic sprinkler system* in accordance with [Section 903.3.1.1](#) or [903.3.1.2](#).
2. Class I manual standpipes may be allowed in open parking garages where the highest floor is located not more than three (3) stories above grade. Approval is per the Fire Code Official
3. Class I manual dry standpipes may be allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with [Section 905.5](#). Approval is per the Fire Code Official
4. Class I standpipes are allowed in *basements* equipped throughout with an *automatic sprinkler system*.
5. Buildings four (4) stories or less above grade level; the fire code official may approve;
  - 5.1 Operating pressures of less than 100 psi at the outlet of the hydraulically most remote 2-1/2" hose connection. The reduced outlet pressure shall not be less than 65 psi.
  - 5.2 A Class I standpipe system in lieu of a Class III system