



## Village Board Meeting August 13, 2020 6:00 p.m.

Note: This meeting will be a blended meeting held remotely and with in-person attendance to allow for social distancing requirements. For remote attendance, the meeting will be streaming live on the Village's YouTube channel: <https://www.youtube.com/VillageofWestmont>. A remote Open Forum is available for the community to participate in the meeting remotely if so desired, to submit comments/questions by filling out the online public comment form by visiting <https://westmont.illinois.gov/meetinginfo> or by calling (630) 981-6195. If you are calling in a comment please do so 2 hours prior to the start of meeting time. If there are questions on how to submit a form please email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

1. Call To Order

2. Roll Call

3. Pledge Of Allegiance

4. Open Forum

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

Citizens can submit remote public comment by filling out an online form, or by phone call.

- The Online Public Comment Form can be found by visiting [HTTPS://WESTMONT.ILLINOIS.GOV/533/MEETING-INFORMATION](https://westmont.illinois.gov/533/MEETING-INFORMATION).
- By phone: Call 630-981-6195 and leave your full name, address, and comment.
- A comment made by phone must be submitted 2 hours prior to the start of the Village Board Meeting.
- If there are any questions on how to make public comments, email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov).

*Background of  
Subject Matter*

\*

*Type*

Discussion Only

5. Reports

a. Board Reports

1. Mayor
2. Clerk
3. 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 July 30, 2020.

***Background Of Subject Matter*** Required Parliamentary Procedure

***Type*** Motion

***Documents:***

[2020-07-30 VILLAGE BOARD MEETING MINUTES.PDF](#)

**b. Finance Ordinance**

**i. Finance Ordinance #7**

To be announced at the meeting.

***Background Of Subject Matter*** \*

***Type*** Motion

**c. Purchase Orders**

**i. PO 21200452**

Westmont Chamber of Commerce \$20,875.00

***Background Of Subject Matter*** Chamber Annual External Funding - Tourism Payment 1 of 2

***Type*** Purchase Order

***Budgeted*** Yes

***Budgeted Explanation*** This was designated as NOT On Hold in the budget

***Documents:***

[21200452.PDF](#)

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

Total to be announced at the meeting.

***Background Of Subject Matter*** \*

***Type*** Motion

**e. Proclamation - National Suicide Prevention Week 2020**

Board to consider a proclamation to declare the week of September 6-12, 2020 as

National Suicide Prevention Week.

**Background Of Subject Matter** \*

**Type** Proclamation

**Documents:**

[2020 NATIONAL SUICIDE PREVENTION WEEK PROCLAMATION.PDF](#)

f. **Proclamation - National Payroll Week 2020**

Board to consider a proclamation to declare the first week of September as National Payroll Week.

**Background Of Subject Matter** \*

**Type** Proclamation

**Documents:**

[2020 PAYROLL WEEK PROCLAMATION \(1\).PDF](#)

8. **Unfinished Business**

9. **New Business**

a. **Amended Water Meter Reading Agreement**

Board to consider an ordinance approving an Amended Water Meter Reading Agreement with Flagg Creek Water Reclamation District.

**Background Of Subject Matter** The Village and Flagg Creek are currently parties to an Agreement whereby the Village provides water meter usage data to Flagg Creek to enable Flagg Creek to bill its customers. Sanitary sewer billings are customarily calculated based on water usage.

**Additional Background** This Amendment allows the Village to provide such data electronically rather than via paper copies. It also provides for a 5-year term with annual renewals thereafter and provides for monthly fee to the Village.

**Type** Ordinance

**Documents:**

[FLAGG CREEK AMENDED WATER METER READING AGREEMENT.PDF](#)

b. **Verizon License Agreement**

Board to consider an ordinance approving a Third Amendment to License Agreement with Verizon for use of Village rights-of-way.

**Background Of Subject Matter** Verizon, acquired the fiber-optic communications network from WOW. The Village previously approved a License Agreement with WOW to allow their fiber-optic network in Village rights-of-way.

**Additional Background** This Third Amendment replaces WOW with Verizon as the Licensee. It also provides that Verizon, as a

telecommunications retailer, is exempt from the license fees under the Agreement.

**Recommendation** Approve  
**Type** Ordinance

**Documents:**

[3RD AMENDMENT WIDE OPEN WEST.PDF](#)

c. **Declaration Of Village Property As Surplus**

Board to consider an ordinance declaring certain Village owned vehicles as surplus property.

**Background Of Subject Matter** The surplus property is identified as an ambulance. This is a retroactive declaration where disposal took place based on a discussion at a prior Public Safety Committee meeting.  
**Type** Ordinance

**Documents:**

[2020-08-13 DECLARATION OF SURPLUS.PDF](#)

d. **Code Of Ordinance Text Update - Chapter 42 Fire**

Board to consider an ordinance amending Chapter 42, Fire Prevention, Fire Protection and Emergency Services, of the Westmont Code of Ordinance to update the areas of mutual aid.

**Background Of Subject Matter** To correct certain sections reflecting the current Municipalities and Fire Services listed within our code of ordinances for mutual aid and services.  
**Type** Ordinance

**Documents:**

[CODE OF ORDINANCE - SECTION 42 CORRECTIONS 2020.PDF](#)

e. **New Class 25 Liquor License**

Board to consider an ordinance amending Chapter 10, Section 10-36 of the Westmont Code of Ordinances to create a new Class 25 liquor license to allow natatoriums to sell alcoholic beverages for consumption on the premises.

**Background Of Subject Matter** FMC Aquatic Opportunities, 660 Blackhawk Drive, has requested that the Village consider creating a new liquor license class allowing natatoriums to sell alcoholic beverages for consumption on the premises, subject to specific guidelines and limitations.  
**Type** Ordinance

**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 HYBRID VIRTUAL BOARD MEETING HELD **Thursday, July 30, 2020.**

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

**WESTMONT VIRTUAL VILLAGE BOARD MEETING ROLL CALL:**

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

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

**STAFF:**

|   |   |  |
|---|---|--|
| <b>May</b> <u>P</u><br>(Village Mgr)            | <b>Parker</b> <u>P</u><br>(Finance Director)            | <b>Sylvester</b> <u>A</u><br>(Community Dev. Director)   |
| <b>Brainerd</b> <u>P</u><br>(HR Director)       | <b>McIntyre</b> <u>P</u><br>(Communications Director)   | <b>Liljeberg</b> <u>P</u><br>(I.T. Manager)              |
| <b>Chief Gunther</b> <u>P</u><br>(Police Dept.) | <b>Dep Chief Thompson</b> <u>A</u><br>(Police Dept.)    | <b>Dep Chief Gruen</b> <u>A</u><br>(Police Dept.)        |
| <b>Chief Riley</b> <u>P</u><br>(Fire Dept.)     | <b>Olsson</b> <u>A</u><br>(Assistant Finance Director)) | <b>Richards</b> <u>A</u><br>(Deputy Clerk)               |
| <b>Ramsey</b> <u>A</u><br>(P.W. Director)       | <b>Mielcarski</b> <u>P</u><br>(Management Analyst)      | <b>Mulhearn</b> <u>A</u><br>(Deputy Liquor Commissioner) |

**ATTORNEY:** Zemenak P Carrara A

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

**PRESS:**

Bugle A

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

**THE PLEDGE OF ALLEGIANCE WAS WAIVED.**

Mayor Gunter talked about the hybrid meetings. Village hall is now open to the public, so if someone wishes for a public comment to be made they can do so in person if they wish.

**OPEN FORUM:**

Manager May reported that there are no submitted comments.

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

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

**VOTING SUMMARY**

|                | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> |
|----------------|----------|----------|----------|----------|----------|----------|
| TRUSTEE BARKER | <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> |
| TRUSTEE GUZZO  | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> |
| TRUSTEE LIDDLE | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> |
| TRUSTEE NERO   | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> | <u>Y</u> |

**Remembering Trustee Jim Addington**

Mayor Gunter announced that Trustee Jim Addington passed away last week.

Mayor Gunter said that Jim was one of his closest friends in town. He valued family, loved Westmont, and the Lions Club. He also loved Westmont H.S. Basketball. We are all going to miss him. There will be a memorial at Lions Park.

Clerk Szymiski talked about Rotary and the Lions Club working together. She shared a story about how their two organizations, Lions and Rotary, worked together. Jim wanted to work with Rotary for the Red, White, & BBQ together. He was always very generous and cared about the community.

Trustee Barry said that Trustee Addington encouraged him to run and they campaigned together. He was a very good mentor.

Trustee Barker offered condolences to the Addington family. He talked about the poster contest and how much love he had for the community and for the kids. He was a great example of community pride. There were many people that had a lot of love and respect for him.

Trustee Johanik-Guzzo offered condolences to the Addington family. Jim appointed Marie to the Planning and Zoning Commission. She remembers how excited she was to be involved and will always be grateful to him for that. Thanked Jim and he will be missed.

Trustee Liddle talked about how much love and knowledge Jim had of Westmont. She told a story about how Jim asked her to be a judge for the barbeque competition. He told her of how Ty Warner Park came to be and that was a real treat. He will be very much missed around town.

Trustee Nero talked about how Westmont lost a best friend. Trustee Nero said that he was a personal friend and mentor to him. He was very politically savvy and always had a plan in place. It was never about him, it was about how he could help. He had a big impact on the community and he will be missed.

## REPORTS

### **Mayor Gunter**

- Called upon Fire Chief Riley to give an update on COVID-19.
  - Chief Riley talked about the uptick in COVID-19 cases. There have been 508 deaths in DuPage County and 404 have been in long term care facilities. We need to continue to social distance and wear our masks. We want to get the number of cases down.

### **Village Clerk Szymski**

- The garage sales are now allowed and permits are not required this year.
- The Community Wide Garage Sale will be August 7, 8, 9 and you can sign up on the Village website. There is no fee or permit necessary to participate.

### **Trustee Nero**

- The next Public Works Committee meeting will be September 24th at 4:30pm at Village Hall.
- The new public works building is 77% complete. All of the garage doors have been installed and the elevators are going in next week.
- Gave an update on the 61st & Richmond detention basin rehabilitation project that will start on Monday, August 3rd. It is expected to be completed by the end of the month.
- The Ogden Avenue median project is expected to start this coming Monday.
- The Alley C project, which is between Norfolk & Naperville will also begin this Monday.

### **Trustee Liddle**

- The Administration / Finance Committee will meet August 13th at 4:30pm at Village Hall.
- Cruisin' Nights for August has been cancelled due to COVID-19.

### **Trustee Johanik-Guzzo**

- The next Public Safety Committee meeting is scheduled for August 27th at 4:30pm.
- The annual Fire Prevention Open House has been cancelled this year.
- The Fire Department will be hosting an open house virtually. More information will be announced soon.

### **Trustee Barker**

- Good news is that the Environmental Improvement Committee will meet August 3rd and it will be at Village Hall at 6pm. It is a small group, so we can socially distance.
  - We are excited to look into activities that may be able to take place, such as pumpkin composting.
- Westmont First worked on Hope for a Day posters. The Library had a presentation and it is now available on the Library website. The slogan is "It's OK to not be OK". There are many good tips and resources. Reach out and get help if you need it.
- The Census is still ongoing. We are at about 70% and you can fill out your information online.

### **Trustee Barry**

- The August EDC meeting has been cancelled.

- We are working on the small business retail grant program. This program launched Tuesday, July 7th and it has earmarked \$50,000 to provide funds to eligible Westmont businesses that have suffered economic hardship during the COVID-19 pandemic. Awarded grant funds will pay up to 50% of municipal sales tax allocated from the business up to a maximum award of \$2,000 per eligible sales tax location. For further details and to apply, visit [www.choswestmont.com](http://www.choswestmont.com)
  - We are looking to change some of the parameters so that more businesses can take advantage of the grant program.
- We had a special meeting last week regarding Nature's Best with the parking lot. We look forward to that in the future. Nature's Best is looking to add more parking to ultimately accommodate customers and staff.
- There will be variance requests for several projects discussed at the PZC meeting for the following addresses:
  - One North Cass
  - 526 North Park
  - 126 Scott Court
  - 41 N Cass Ave
- There are many exciting projects under construction such as, Quincy Station, LA Fitness, the "mystery grocer", the Starbucks anchored multi-tenant building, the medical office project at 303 W Ogden, the FMC Natatorium at TY Warner Park, Cass Avenue Dream Homes, Phase 2, and many other residential projects!

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

No items to be removed from the consent agenda.

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

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

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

**(A) BOARD MEETING MINUTES**

Board to consider approving the minutes of the Village Board meeting held July 16, 2020.

**(B) FINANCE ORDINANCE #6:** Dated **July 16, 2020** in the amount of **\$748,616.56.**

**(C) PURCHASE ORDERS**

|          |                         |             |
|----------|-------------------------|-------------|
| 21200380 | Engineering Enterprises | \$50,000.00 |
|----------|-------------------------|-------------|

**(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE : \$798,616.56**

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

**VOTE ON MOTION #1**

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

### **UNFINISHED BUSINESS**

No unfinished business.

### **NEW BUSINESS**

#### **(2) HONORARY STREET NAME REQUEST**

**Mayor Gunter** addressed the Board on this item.

Motion by **Trustee Nero** to consider a resolution for an honorary street designation. (James Addington Place)

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

#### **VOTE ON MOTION #2**

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

#### **(3) FRANCHISE AGREEMENT - COMCAST**

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

Motion made by **Trustee Liddle** to consider an ordinance approving a franchise agreement between the Village of Westmont and Comcast.

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

#### **VOTE ON MOTION #3**

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

#### **(4) INTERGOVERNMENTAL AGREEMENT VILLAGE OF ADDISON - WESTMONT FIRE DEPARTMENT**

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

Motion made by **Trustee Nero** to consider an ordinance approving an intergovernmental agreement between the Village of Addison / Addison Consolidated Dispatch Center and the Village of Westmont Fire Department.

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



**Village Clerk's Office**

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

**VOTE ON MOTION #4**

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

**(5) INTERGOVERNMENTAL AGREEMENT VILLAGE OF ADDISON - WESTMONT POLICE DEPARTMENT**

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

Motion made by **Trustee Liddle** to consider an ordinance approving an intergovernmental agreement between the Village of Addison / Addison Consolidated Dispatch Center and the Village of Westmont Police Department.

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

**VOTE ON MOTION #5**

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

**MISCELLANEOUS:**

- None.

**(6) ADJOURNMENT**

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

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

**VOTE ON MOTION #8**

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

**MEETING ADJOURNED AT 6:40 P.M.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_

\_\_\_\_\_



westmont.il.gov

## Village Clerk's Office

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

Virginia Szymski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 13th day of August, 2020



# Village of Westmont

# Purchase Order

PO Date: 2020-08-06

Page: 1 of: 1

### Bill To:

ADMINISTRATION  
31 W QUINCY  
WESTMONT, IL 60559  
Phone: 630-981-6216

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

Purchase Order # **21200452**

### Vendor:

WESTMONT CHAMBER OF COMMERCE  
ONE SOUTH CASS AVENUE  
SUITE 101  
WESTMONT, IL 60559  
Email: [lmoore@westmontchamber.com](mailto:lmoore@westmontchamber.com)  
Fax: 630-960-5554

### Ship To:

See Shipping Information Below

| Vendor Number | Vendor Phone Number  | Vendor Fax Number | Delivery Reference |             |                |  |
|---------------|--|-------------------|--------------------|-------------|----------------|--|
| 100061        | 630-960-5553   | 630-960-5554      |                    |             |                |  |
| Item#         | Description/PartNo   | QTY               | UOM                | Unit Price  | Extended Price |  |
| 1             | Chamber External Funding 2020/21 Payment 1 of 2<br>GL Account: 0550512 - 55031 - 2I&I<br>Ship To: ADMINISTRATION<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Phone: 630-981-6216 | 1.0               | EACH               | \$20,875.00 | \$20,875.00    |  |

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$20,875.00**

\*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.  
 \*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.  
 \*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.  
 \*The Village of Westmont will process all bills in accordance with the Illinois Government Prompt Payment Act 50 ILCS 505.



**P20 \_\_\_\_\_, Village of Westmont**  
**National Suicide Prevention Week Proclamation**

Declaring September as National Suicide Prevention month in the Village of Westmont

**WHEREAS;** September 6-12, 2020 is known around the United States as National Suicide Prevention Awareness Week and is intended to help promote awareness; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

**WHEREAS;** According to the American Foundation for Suicide Prevention (AFSP), in 2018 more than 48,344 people die by suicide, 132 per day; and

**WHEREAS;** Suicide is the 10<sup>th</sup> leading cause of death among adults in the US; and

**WHEREAS;** **Westmont** is no different than any other community in the country, but chooses to publicly support in simply being available to one another; and

**WHEREAS;** local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle to open minds, save lives and restore hope; and

**WHEREAS,** every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

**WHEREAS,** I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey appreciation for their existence by any gesture they deem appropriate, and

**WHEREAS,** We can all help prevent suicide; and

**NOW, THEREFORE, BE IT RESOLVED,** BY THE VILLAGE OF WESTMONT, that September 6-12, 2020 will be designated as "Suicide Prevention Week" in the Village of Westmont.

Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on this, the 13th day of August, 2020.

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

\_\_\_\_\_  
Ron Gunter  
Mayor

Attest: \_\_\_\_\_  
Virginia Szyski  
Village Clerk



P20-\_\_\_\_\_

**National Payroll Week - 2020**

**WHEREAS**, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

**WHEREAS**, payroll professionals in the Village of Westmont play a key role in maintaining the economic health of Westmont, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

**WHEREAS**, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

**WHEREAS**, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify non-custodial parents and making sure they comply with their child support mandates; and

**WHEREAS**, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

**WHEREAS**, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

**WHEREAS**, the week in which Labor Day falls has been proclaimed National Payroll Week to give additional support to the efforts of the people who work in Westmont, Illinois, and of the payroll profession;

**THEREFORE, BE IT RESOLVED**, I Ronald J. Gunter, by virtue of the authority vested in me, as Mayor of the Village of Westmont, Illinois, do hereby proclaim the first full week of September as Payroll Week for the Village of Westmont, Illinois

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 13th day of August, 2020.

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

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

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

**AMENDED WATER METER READING AGREEMENT BETWEEN THE VILLAGE OF WESTMONT AND THE FLAGG CREEK WATER RECLAMATION DISTRICT**

**WHEREAS**, the 1970 Illinois Constitution (Illinois Constitution, 1970, Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract and otherwise associate amongst themselves and with individuals, associates and corporations in any manner not prohibited by law or Ordinance; and

**WHEREAS**, the Village of Westmont (the “Village”) and the Flagg Creek Water Reclamation District (the “District”) have agreed that it is in the best interests of the Village and the District for the Village to read its meters for potable water utility service on a monthly basis so that the data collected can also be utilized for the billing of sanitary utility service by the District; and

**WHEREAS**, the District’s billing to residential and commercial customers for sanitary sewer services are to be based upon meter readings for water consumed by the same residential and commercial customers of the Village’s potable water distribution system; and

**WHEREAS**, the Village and the District agree that the establishment of this intergovernmental agreement is necessary to provide the terms and conditions for providing for the release of water consumption records of the Village to the District for purposes of calculation of sanitary sewer billings.

**I. WATER CONSUMPTION RECORDS**

**WHEREAS**, the Village, for the provision of potable water to the residents of Westmont must maintain a water meter program; and

**WHEREAS**, the use of water consumption data for the purpose of sanitary sewer billing is a longstanding practice and recognizes that water consumption is a reasonable measure of sewer usage; and

**WHEREAS**, the Village, by providing the meter readings to the District, incurs an incremental cost to said water meter program for the actual costs of providing the data to the District as well as other costs related thereto; and

**WHEREAS**, the Village has been providing water consumption records to the District; and

**WHEREAS**, the District desires that the Village continue to provide water consumption records to the District of the accounts common to the service areas of both parties.

**NOW, THEREFORE**, to provide for the continuance of water consumption records to the District as stated above, the District and the Village agree as follows:

- A. The Village shall continue to provide to the District the water consumption records of those users common to the service areas of both parties. Water consumption records are

defined as water meter readings performed on a regular cycle, final readings and accompanying forwarding addresses and new users, name changes, meter reading corrections, inactive or pulled meters, new meters, and such other information as may be necessary to determine correct water consumption amounts and the name and address of the user billed for the water consumption. All water consumption records shall be provided to the District in an electronic format, including the existing monthly .txt file and all final readings scanned and emailed. The .txt file shall replace the monthly billing register file which is printed and picked up at the Village on a monthly basis. No paper documents are required regarding the aforementioned items. Data shall be furnished to the District, by the Village, not more than thirty-five (35) calendar days after the date the data is obtained by the Village.

- B. Requests by the District to alter the system for submitting the data, or for special services, shall be submitted in writing to the Village. The Village will review the request, and considering its workload and complexity of the request, will inform the District as to when, and if, the request can be implemented. The Village shall not unreasonably withhold implementing the request. The District shall be billed on a time and material basis for the alterations or special services at the hourly rates for the Village staff implementing the request, plus thirty percent (30%) for overhead, or at the actual cost if the work is performed by outside consultants.
- C. If the Village shall need to alter the system for submitting the data, a minimum of sixty (60) days' notice of the alteration shall be provided to the District and there shall be no charge to the District by the Village for the alteration.
- D. The Village agrees to provide, at no charge, such reasonable and timely assistance to the District as may be required to locate information and to answer or resolve questions or errors that may arise with respect to water consumption records furnished by the Village hereunder. The District agrees to cooperate with the Village to provide, at no charge, such reasonable and timely assistance as may be required to implement the terms of this Agreement.
- E. As compensation for the services to be provided to the District by the Village, the District shall compensate the Village in the amount of \$257.00 per month. The Village shall submit a monthly statement to the District on such forms and invoices as are customarily used by the Village. The District shall pay to the Village the amount stated therein, not less than thirty (30) days after receipt by the District of each monthly statement. The compensation provided in this paragraph shall be increased each year based on the annual change in the CPI-U for the preceding year. CPI-U shall mean the Consumer Price Index for all categories for all urban consumers for the Chicago area as published by the U.S. Department of Labor.

## **II. GENERAL PROVISIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings contained herein, the District and the Village agree as follows:

- A. This agreement shall be in full force and effective from the date of execution by both the District and Village, for a term of five (5) years beginning from the date of execution. After the expiration of the original term of this agreement, the agreement will automatically renew each year unless cancelled in accordance with the provisions of paragraph B.
- B. After the expiration of the initial five-year term of this agreement, the agreement may be cancelled by either party without premium or penalty of any kind by giving the other party notice of such cancellation not less than one hundred twenty (120) days prior to the effective date of cancellation.
- C. All notices herein required shall be in writing and shall be served upon the parties at the addresses listed below. The mailing of notices properly addressed and with postage pre-paid, or the personal delivery of the notices, shall be sufficient service. For the purposes of this agreement the address of the Village shall be: 31 West Quincy, Westmont, Illinois 60559, Attention: Village Manager; and the address of the District shall be 7001 N. Frontage Rd., Burr Ridge, Illinois 60527, Attention: Executive Director.

**IN WITNESS WHEREOF**, the District and the Village, by their officers thereunto duly authorized, have entered into this agreement on this \_\_\_\_\_ day of August, 2020.

VILLAGE OF WESTMONT

BY: \_\_\_\_\_  
Village Manager

ATTEST: \_\_\_\_\_  
Village Clerk

FLAGG CREEK WATER RECLAMATION DISTRICT

BY: \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Clerk

**THIRD AMENDMENT TO LICENSE AGREEMENT DATED JUNE 26, 2014 FOR THE  
USE OF VILLAGE RIGHTS-OF-WAY BETWEEN WIDE OPEN WEST ILLINOIS, LLC  
AND THE VILLAGE OF WESTMONT**

This Third Amendment (Amendment) to License Agreement for the use of Village Rights-of-Way between Wide Open West Illinois, LLC and the Village of Westmont, is entered into between **MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services**, a Delaware corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Licensee"), a successor in interest to a fiber optic communications network in the **Village of Westmont**, originally owned by **Wide Open West Illinois, LLC** a Delaware limited liability company (hereinafter referred to as "WOW") and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as the "Licensor") on the \_\_\_\_\_ day of August, 2018.

**WITNESSETH:**

**WHEREAS**, on or about June 26, 2014 Licensor and WOW entered into that certain License Agreement ("Original Agreement") to install and maintain fiber optic telecommunication cables in the Licensor's right of way; and

**WHEREAS**, subsequently in April, 2016 Licensor and WOW entered into a first amendment to the Original Agreement ("First Amendment") wherein WOW was granted the right to install additional fiber in Licensor's right of way as a part of a new system; and

**WHEREAS**, subsequently on November 10, 2016 Licensor and WOW entered into a second amendment ("Second Amendment") to the Original Agreement to provide for an efficient approval process for all new improvements proposed by WOW within Licensor's right of way. (The Original Agreement, First Amendment and the Second Amendment shall hereinafter be referred together as the "Agreement"); and

**WHEREAS**, on December 14, 2017 Licensee purchased from WOW a fiber-optic communications network serving portions of the greater Chicago market and has therefore become a successor of the Agreement in connection with the communications network attached here as Exhibit A; and

**WHEREAS**, Licensor and Licensee (each a "Party" and together "Parties") desire to amend the terms of the Agreement as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

**Section 1. Preambles.** The preambles set forth hereinabove are incorporated herein as substantive provisions of this Amendment as if fully set forth in this Section 1.

**Section 2. Integration of the Amendment.** The provisions of this Amendment shall be deemed by the Parties to be fully integrated into the Agreement. The Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Amendment. Should any provision of the Agreement conflict with any provision of this Amendment, the provisions of this Amendment shall control.

Terms capitalized in this Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Amendment and, to the extent such terms are also defined terms in the Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Agreement. The term "Agreement" shall refer to the Agreement, as amended by this Amendment.

**Section 3. Amendments to the Original Agreement.**

The term "Licensee" in the Agreement shall hereinafter refer to "MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038."

**Section 4. Compensation.**

Section 6 of the Original Agreement, Section 5 of the First and Second Amendments are hereby deleted in their entirety and are replaced with the following:

"So long as the Licensee exercises and enjoys the rights granted to it hereunder, Licensee shall not be required to pay any additional fees to the Licensor under this Agreement or Amendment or Amended License Agreement as the case may be, including for any new site specific permits, provided (1) Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Municipal Infrastructure Maintenance Fee Act (TMIFMA) (35ILCS 635); (2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois; (3) Licensee is not delivering cable services to the residents of the Licensor."

**Section 5. Notice.**

Notices to Licensee under Section 14 of the Original Agreement or regarding matters pertaining to the First and Second Amendments must be addressed to designated representative as follows:

Licensee

MCImetro Access Transmission Services Corp. d/b/a Verizon Access  
Transmission Services  
Attn: Franchise Manager  
600 Hidden Ridge  
Mailcode: HQE02E 102

Irving, TX 75038

with a copy (except for invoices) (which copy will not constitute notice) to:

Verizon Business Services, Inc.  
1320 N. Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: Vice President and Deputy General Counsel

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals the day and year first above written.

**Village of Westmont**

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

**MCImetro Access Transmission Services Corp.  
d/b/a Verizon Access Transmission Services**

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

EXHIBIT A



**Village of Westmont Vehicle to be Declared Surplus**

| <b>Date of Delcaration</b> | <b>Retroactive To</b> | <b>Vehicle Type</b> | <b>Year, Make, Model</b>            | <b>VIN</b>        |
|----------------------------|-----------------------|---------------------|-------------------------------------|-------------------|
| 8/13/2020                  | 9/30/2019             | Ambulance           | 2009 International 4000 Series 4300 | 1HTMNAAM19H127271 |

## 42.2

*Mutual aid area* means the territory occupied by the municipalities lying between Riverside and Downers Grove, inclusive, through which the Burlington Northern Railroad passes, the villages of LaGrange, LaGrange Park, Lyons, ~~North~~ Riverside, Brookfield, Clarendon Hills, Western Springs, Hinsdale, and McCook, and the following fire protection districts: ~~Clarendon Heights, Pleasantview, Tri-State, Belmont, and Downers Grove Estates.~~ **Darien-Woodridge.**

*Stricken municipality* means a participating municipality in which a fire or other disaster occurs that is of such magnitude that it cannot be adequately coped with by local firefighting equipment and personnel.

(c) *Agreement to effectuate mutual fire and ambulance aid program.* The president and board of trustees, upon recommendation by the fire chief ~~and public works director,~~ are authorized, on behalf of this village, to enter into, and from time to time to alter and amend, an agreement with any or all of the municipalities in the mutual aid area defining and putting into effect a mutual fire and ambulance aid program providing generally as follows:

(d) *Tentative mutual fire and ambulance aid program.* Subject to approval of the respective corporate authorities, a tentative mutual fire and ambulance aid program conforming to the provisions of subsection (c) of this section has been agreed to by the chiefs of the fire departments of the villages of Riverside, LaGrange, LaGrange Park, Lyons, ~~North Riverside,~~ Brookfield, Clarendon Hills, Western Springs, Hinsdale, McCook, and of the ~~Clarendon Heights, Pleasantview, Tri-State, Belmont, and Downers Grove Estates~~ **Darien-Woodridge** Fire Protection Districts, and has been submitted to the authorities of this village. This tentative mutual fire and ambulance aid program is set forth in a chart on file in the office of the clerk of this village, and is subject to change or abrogation by action of the chief of the fire department pursuant to subsection (c) of this section. Unless and until so changed or abrogated, the tentative mutual fire and ambulance aid program as set forth in such chart is ratified as a binding agreement between this village and all other municipalities who shall have adopted such program and shall have assumed the obligations thereby imposed upon them.

## 42.211

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Any person not a resident of the village or the ~~North and South Westmont~~ **Golfview Hills Fire Protection District and South Westmont Fire Protection Districts*** means any person residing outside these limits.

*Emergency medical service* means any medical service provided by the village fire department, except the transporting of any persons to a medical facility.

*Emergency medical transportation service* means the transporting of any persons by the village fire department to any medical facility.

*Resident of the village* means any person residing within the corporate limits of the Village of Westmont or ~~North and South Westmont~~ **Golfview Hills Fire Protection District and South Westmont Fire Protection District.**

## 42.213

The area to be served by the village ambulance service includes the village and such contract service areas as the ~~North Westmont~~ **Golfview Hills** Fire District and the South Westmont Fire **Protection** District.