



Village of Westmont
VILLAGE BOARD

31 West Quincy Street, Westmont, Illinois 60559

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

Village Board Meeting
July 23, 2026
6:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. OPEN FORUM**

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

5. REPORTS

a. Board Reports

- i. Mayor
- ii. Clerk
- iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held July 9, 2026.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

i. To be announced at the meeting

Type Consent Item

Budgeted

c. Purchase Order(s)

i. MES1 Acquisitions: \$90,600.00

Purchase 24 individual firefighter protective clothing (turnout gear).
Turnout gear must be replaced to ensure continued proper fit and reliability.

Type Consent Item

Budgeted Yes

ii. SB Friedman: \$48,640.00

Type Consent Item

Budgeted

iii. Total of Purchase Orders: \$139,240.00

Type Consent Item

Budgeted

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

i. To be announced at the meeting

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

a. 1 N. Cass ComEd Relocation- Construction Deposit

Board to consider an ordinance approving a construction deposit for the 1 N. Cass ComEd relocation.

Background of Subject Matter

At the May 2, 2024 Village Board meeting, the Board approved an engineering agreement with ComEd to begin the process of relocating various ComEd facilities out of the vacated right of way at 1 N. Cass. ComEd required an advance payment of \$200,000 to begin the engineering design of the project. The engineering has been ongoing for the past two years.

In addition, the construction of the Burlington Ave Realignment project is underway with completion expected late this summer.

Additional Background

The engineering design is substantially complete, with the remaining item being the BNSF permit to cross the railroad tracks. ComEd is now requesting payment of a construction deposit of \$1,600,000 in order to schedule construction of the relocation, pending receipt of the BNSF permit.

The construction estimate for the work is \$2,000,000; final costs will be based off the total actual charges ComEd incurs for the work, and the Village will be billed or refunded any difference.

Type Agreement/Contract

Budgeted Yes

9. NEW BUSINESS

a. **Surplus Property — Fleet**

Board to consider an ordinance to declare certain aged vehicles as surplus property.

Background of Subject Matter

The Public Works Fleet Division has determined that certain aged vehicles on the attached list should be declared as surplus. The vehicles will be removed from the Village inventory, either due to mileage or running hours, to eliminate waste in maintenance costs. The Village Manager is authorized to dispose of said vehicles by sale, donation, or disposal.

Recommendation

Approve

Type Ordinance

Budgeted

b. **Chapter 80 Text Amendments**

Board to consider an ordinance approving amendments to Chapter 80, Article I, Section 80-5, of the Westmont Code of Ordinances regarding nuisance vegetation.

Background of Subject Matter

The proposed amendments to Chapter 80 update the timeline for addressing violations related to overgrown grass and weeds. Under the current ordinance, property owners are provided 14 days to correct a violation after receiving notice. The proposed amendment reduces the compliance period from 14 to 7 days. Additionally, if the violation is not corrected within the 7-day compliance period, the Village may proceed with abatement after a 2-day posting period has expired rather than waiting an additional 7 days under the current process.

Also, vacant lots and lots containing vacant or abandoned structures will receive only one Notice of Violation per growing season. Subsequent violations during the same growing season will be subject to abatement by the Village without additional notice. The property owner will remain responsible for all costs associated with the abatement.

Additional Background

Reducing the compliance period from 14 days to 7 days will allow overgrown weeds and grass to be addressed promptly, helping to improve the overall appearance of neighborhoods, prevent blight, and maintain community standards. Earlier compliance and, when necessary, quicker abatement will reduce the amount of time properties remain in violation.

Recommendation

Approve

Type Ordinance

Budgeted Yes

c. **Nonenforcement of Recapture Agreements**

Board to consider an ordinance authorizing the nonenforcement of recapture agreements for Fairfield V and Fairfield VII subdivisions.

Background of Subject Matter

The Village entered into a Development Agreement (along with a draft Recapture Agreement attached as an exhibit) with the developer James McNaughton Builders, Inc. ("JMBI") for the Fairfield V subdivision. The draft Recapture Agreement provided for the collection of recapture fees by the Village from properties that wished to connect to certain watermain improvements made by the Developer, and to pay those recapture fees to the Developer. The Development Agreement (including its draft Recapture Agreement) has expired. The Village entered into a second, similar Recapture Agreement with JMBI for the Fairfield VII subdivision. The principal owner of JMBI passed away in 2011. JMBI dissolved as a company in 2011. There are no known successors or assigns to JMBI to whom the Village could pay the recapture fees, if collected. Neither agreement states explicitly that they are binding on JMBI's successors and assigns. Both agreements provide that the Village has no legal obligation to collect the recapture fees from the benefited properties.

Additional Background

Based on these facts and statements, and based on additional facts and statements contained in the draft ordinance for this item, it is requested that the Village Board pass an ordinance authorizing the nonenforcement of the 2 Recapture Agreements, (meaning it will not collect any recapture payments). Collecting the recapture payments at this point is not legally allowed or legally required, and there is no entity to whom the Village can pay the recapture fees that are collected. If approved, this ordinance will be recorded against title to the properties that are subject to these 2 Recapture Agreements.

Recommendation

Approve

Type Ordinance

Budgeted Yes

d. **Amendment to Conditions in Annexation Ordinance**

Board to consider an ordinance approving an amendment to the conditions for connecting to Village water contained in Annexation Ordinance No. 25-041 as to certain properties. .

Background of Subject Matter

The Village approved Ord. No. 25-041 that involuntarily annexed 4 properties into the Village. This ordinance did not require the annexed properties to immediately connect to Village water. Instead, Section 5 of the annexation ordinance required each individual property to connect to Village water upon the first to occur of 6 listed conditions. Section 5 also required each property to cease using and cap the well on their property upon connecting to Village water. Unknown to the Village at the time of annexation, these 4 properties are connected to a community well system. The strict enforcement of these conditions should 1 of the properties connect to Village water and be required to cap the community well would result in the loss of potable water for the other 3 properties.

Additional Background

The proposed ordinance amends the conditions in this annexation ordinance as to these 4 properties on the community well. The ordinance removes all but 1 of the conditions. The 1 condition that remains is to require each of the 4 properties to individually connect to Village water upon any failure of the existing community well system, any disconnection from the existing community well system, and/or the abandonment/non-use of the community well system. This ordinance does not affect the annexed property located at 5908 Western Avenue, as that property is not connected to a community well.

Recommendation

Approve

Type Ordinance

Budgeted Yes

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, July 9, 2026

Mayor Nero called the meeting to order at **6:08 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Nero P Clerk A. Szymiski P

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

STAFF:

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

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

Westmont Chamber President: P

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor Nero welcomed everyone to the meeting.

OPEN FORUM:

Bonnie Wayman Dodd, 248 Robinson Lane: July 28th the Lions Club is hosting a blood drive for the Red Cross from 10am - 3pm. Located at 75 E Richmond Street. Tasty Treat is donating a scoop of ice cream for everybody that donates. Fandango is giving a movie ticket if you donate.

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>	<u>7</u>	<u>8</u>
TRUSTEE BARKER	<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 PARRILLI	<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 PLOWMAN	<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 SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>

	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
TRUSTEE BARKER	<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 PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>

REPORTS

Mayor Nero

- **Independence Day Celebration at Ty Warner Park** - For those of you that weren't at Ty Warner Park last week for the 4th of July, you missed an awesome fireworks show. We were one of the few communities that stuck with it and had an awesome show and appreciate all the work.. The Park District starts planning and preparing a week before. All staff Park District and Village staff did a wonderful job. We had a great show and everybody was safe and had a wonderful family day.
- **Drone Show at Taste of Westmont** - Due to technical difficulties the Drone Show didn't happen on 4th of July. We were able to reschedule the drone show to happen during the Taste of Westmont and it will be Saturday night at 10:15pm.
- Encouraged everyone to get down to the Taste of Westmont and have some fun.

Clerk Szymski

- **Community Garage Sales** - The annual Westmont Community Garage Sales, coordinated by the Westmont Special Events organization, are scheduled for August 7th, 8th and 9th. Details are on the Village website.

Trustee Guzzo

- **Fire Public Safety Committee** - July 23rd, 4:30pm at Village Hall. Everyone is invited to attend.

Trustee Scales

- **Community Development Committee** - The next meeting will be September 17, 2026.
- **Recap of Tonight's Meeting** - The committee discussed the zoning downtown rezoning that has gone through PNZ (Planning and Zoning Commission). Acknowledged the Community Development team Director Hennerfeind and Planner Williams and the rest of the team and Public Works who all worked hard together to get that fruition and where it is today.
- **Downtown Parking Study** - The historical parking study, streetscape plan, and the comp plan discussion was held. That will be done with Houseal Lavigne. They also have KLOA and Hitchcock RBI Design who will also be working together on that.
- Code changes primarily to nuisance vegetation were discussed. An expedited notification period, for when notifications go out to both private and residential properties for lawn care and nuisance vegetation. The Fire Department discussed a little bit of the code changes they're working through with regard to the fire code.
- **Permit Fee Waiver Program** - Program runs from September 1st - October 31st. This program will apply to online express permits only. Please see the Village website for complete details.

Trustee Parrilli

- **Public Works Committee** - The next meeting is scheduled for August 20th at Village Hall, 4:30pm.
- **Alley 7S Construction** - Residential alley located between South Hudson Street and South Washington Street extending south from West Quincy Street to 55th Street, will be starting next week. Please check our website for the latest Construction updates.

Trustee Plowman

- **Police Public Safety Committee** - The next meeting is scheduled for August 6th.
- The citizens Police Academy registration is now open. Details and sign up are on the Village website and the Police Department facebook page.
- **Police Department National Night out** will be August 4th. This block-style event is an annual community building event that promotes positive partnership between law enforcement and the community.
- This town has many volunteers that serve their community. Thanked everyone who donated their time for the festival season. The Rotary, Knights, Legion, Lions, WSEC all have volunteers that enjoy giving back to their community. Thanked all of those that are involved in volunteer efforts.

Trustee Liddle

- **The Administration Finance Committee Meeting** will be September 3rd.
- **Westmont Cruisin' Nights** - Every Thursday, except for tonight, from 5-9pm on Cass Avenue. All of our new themes are posted online at the Westmont Special Events website, westmontevents.com.
- **Taste of Westmont** - Taste of Westmont started at 5:00pm. There are still opportunities available for volunteering. More details can be found on westmontevents.com. The entertainment is going to be exceptional. Mark Farner, the original lead singer for Grand Funk Railroad, will be performing on Saturday night, Chicago's best tribute band Dancing Queen performing the music of ABBA will be Friday night, the country's best Chris Stapleton tribute band, Tennessee Whiskey, will be performing on Saturday night, and country music

artist Alli Walker is performing Sunday night. There will also be over 100 musicians performing over the weekend. The new south stage will be located on Cass North of Burlington, so check it out. There is great food, great vendors, an all ages carnival, and more. Go to westmontevents.com for more information.

Trustee Barker

- **EIC Meeting** - The next meeting is August 3, 2026.
- **Vision & Vibe** - A call for artists and performing artists (dance, theatre, music, art) for the Vision & Vibe Fest has been published already in September, and you can see and get more information on the Village website.
- **Electronic Recycling Event** - August 29th, the event will run from 8:00am to 12:00pm in the commuter parking lot across from Westmont Village Hall. Many items are collected free of charge; however, some items require a fee, so please see the Village website for complete details.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager Gunther addressed the Board on this agenda item.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the following:
 - Minutes of the Village Board held on **June 25, 2026**.

(B) FINANCE ORDINANCE

- Finance Ordinance # 14 **\$ 1,662,091.68**

(C) PURCHASE ORDERS:

Westmont Chamber of Commerce & Tourism Bureau	\$30,000.00
M.E. Simpson	36,987.50
M.E. Simpson	36,000.00
Monroe Truck Equipment Inc.	139,814.00
Total of Purchase Orders	\$242,801.50

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): **\$1,904,893.18**

(E) DECREASE IN AVAILABLE CLASS 2 LIQUOR LICENSES

An ordinance reducing the number of available Class 2 liquor licenses by one (1) due to the closure of TQLA Westmont, LLC, d/b/a TQLA Mexican Kitchen and Cantina, 19 W Ogden Avenue, Westmont.

Motion by **Trustee Liddle** to consider the consent agenda.
Seconded by **Trustee Plowman** and the motion passed.

VOTE ON MOTION #1

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) INCREASE IN CLASS 2 LIQUOR LICENSES BY ONE

Deputy Liquor Commissioner Mulhearn and Sophia Papageorge-Karvelas & Ziyad Alghaben addressed the Village Board.

Motion by **Trustee Liddle** to consider an ordinance increasing the number of available Class 2 liquor licenses by one (1) for Railhaus Hospitality Group LLC d/b/a Rail & Rye at 7 West Quincy, Westmont, IL.

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

VOTE ON MOTION #2

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(3) INCREASE THE AVAILABLE CLASS 19 LIQUOR LICENSES

Deputy Liquor Commissioner Mulhearn addressed the Village Board.

Motion by **Trustee Plowman** to consider an ordinance increasing the available number of Class 19 liquor licenses by one for BAM Theater at 520 North Cass Avenue, Westmont.

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

VOTE ON MOTION #3

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(4) ZONING AND LAND - USE MAP AMENDMENTS - DOWNTOWN CORE

Community Development Director Hennerfeind addressed the Village Board.

Motion by **Trustee Scales** to consider an ordinance approving requests from the Village of Westmont for the following:

1. Zoning Map Amendment to rezone the properties listed below, all in Westmont, Illinois, 60559, from the B-1 Downtown Edge District to the B-1(A) Downtown Core District.

2-8 ½ North Cass Avenue; 2-10, 10a, and 10b West Burlington Avenue PIN(s): 09-09-222-027	19 North Cass Avenue PIN(s): 09-10-112-011	29-31 North Cass Avenue PIN(s): 09-10-112-007; 09-10-112-006	38 North Cass Avenue PIN(s): 09-09-222-014	110 North Cass Avenue PIN(s): 09-09-215-023	132 North Cass Avenue PIN(s): 09-09-215-015
10 North Cass Avenue PIN(s): 09-09-222-026	20 North Cass Avenue PIN(s): 09-09-222-022	30 North Cass Avenue PIN(s): 09-09-222-018	39 North Cass Avenue PIN(s): 09-10-112-003; 09-10-112-002	111 North Cass Avenue PIN(s): 09-10-108-008	134 North Cass Avenue PIN(s): 09-09-215-014; 09-09-215-013
13 North Cass Avenue PIN(s): 09-10-112-014	21 North Cass Avenue PIN(s): 09-10-112-010	32 North Cass Avenue PIN(s): 09-09-222-017	41 North Cass Avenue PIN(s): 09-10-112-001	113 North Cass Avenue PIN(s): 09-10-108-007	136 North Cass Avenue PIN(s): 09-09-215-012
14 North Cass Avenue PIN(s): 09-09-222-025	22 North Cass Avenue PIN(s): 09-09-222-021	33 North Cass Avenue PIN(s): 09-10-112-005	42 North Cass Avenue PIN(s): 09-09-222-013	116-120 North Cass Avenue PIN(s): 09-09-215-025	12 West Burlington Avenue PIN(s): 09-09-222-012
15 North Cass Avenue PIN(s): 09-10-112-013	24 North Cass Avenue PIN(s): 09-09-222-020	34 North Cass Avenue PIN(s): 09-09-222-016	100 North Cass Avenue PIN(s): 09-09-215-024	117 North Cass Avenue PIN(s): 09-10-108-006	14 West Burlington Avenue PIN(s): 09-09-222-011
17 North Cass Avenue PIN(s): 09-10-112-012	25 North Cass Avenue PIN(s): 09-10-112-009 09-10-112-008	35 North Cass Avenue PIN(s): 09-10-112-004	101 North Cass Avenue PIN(s): 09-10-108-011; 09-10-108-010	124 North Cass Avenue PIN(s): 09-09-215-018	16 West Burlington Avenue PIN(s): 09-09-222-010
18 North Cass Avenue PIN(s): 09-09-222-023; 09-09-222-024	26-28 North Cass Avenue PIN(s): 09-09-222-019	36 North Cass Avenue PIN(s): 09-09-222-015	109 North Cass Avenue PIN(s): 09-10-108-009	128 North Cass Avenue PIN(s): 09-09-215-017 09-09-215-016	35 South Cass Avenue PIN(s): 09-10-303-051
18 West Burlington Avenue PIN(s): 09-09-222-009	7-11 West Quincy Street PIN(s): 09-09-407-022	17 West Quincy Street PIN(s): 09-09-407-002	1 South Cass Avenue PIN(s): 09-10-300-017	21 South Cass Avenue PIN(s): 09-10-303-003	

20 West Burlington Avenue PIN(s): 09-09-222-008	13 West Quincy Street PIN(s): 09-09-407-004	19-23 West Quincy Street; 7 South Lincoln Street PIN(s): 09-09-407-001	15 South Cass Avenue PIN(s): 09-10-303-001	25 South Cass Avenue PIN(s): 09-10-303-004	
1-5 West Quincy Street PIN(s): 09-09-407-027	15 West Quincy Street PIN(s): 09-09-407-003	15 East Quincy Street PIN(s): 09-10-303-008	19 South Cass Avenue PIN(s): 09-10-303-002	138-140 North Cass Avenue PIN(s): 09-09-215-011	
28-44 South Cass Avenue PIN(s): 09-09-407-023; 09-09-430-001; 09-09-430-002; 09-09-430-003; 09-09-430-004; 09-09-430-005; 09-09-430-006; 09-09-430-007; 09-09-430-008; 09-09-430-009; 09-09-430-010; 09-09-430-011; 09-09-430-012; 09-09-430-013; 09-09-430-014; 09-09-430-015; 09-09-430-016; 09-09-430-017; 09-09-430-018; 09-09-430-019; 09-09-430-020; 09-09-430-021; 09-09-430-022; 09-09-430-023; 09-09-430-024					
1 North Cass Avenue Legal Description: LOTS 16 THRU 22 IN BLOCK 13 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO WESTMONT, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1921 AS DOCUMENT 150101, AND ALSO, THE VACATED 16 FOOT ALLEY BETWEEN LOT 18 AND LOTS 19 THRU 22 IN AFORESAID BLOCK 13, AND ALSO, THAT PART OF BURLINGTON AVENUE LYING EAST OF CASS AVENUE AND BETWEEN LOTS 7 AND 8 IN BLOCK 12 AND LOTS 16 THRU 19 IN SAID BLOCK 13 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19, THENCE NORTH 01 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID CASS AVENUE 46.02 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 25.00 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 20.00 FEET TO THE SOUTH LINE OF SAID LOT 8, THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST 85.00 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST 16.00 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 181.50 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST TO THE NORTH LINE OF SAID LOT 16, THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST ALONG THE NORTH LINES OF SAID LOTS 16 THRU 19 A DISTANCE OF 290.32 FEET TO THE POINT OF BEGINNING, AND ALSO, THAT PART OF LOTS 15 AND 23 IN AFORESAID BLOCK 13 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 23, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 351.80 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 150.00 FEET, THENCE NORTH 28 DEGREES 54 MINUTES 39 SECONDS EAST 28.61 FEET TO THE NORTH LINE OF SAID LOT 15, ALL IN DUPAGE COUNTY, ILLINOIS					

2. Zoning Map Amendment to rezone the properties listed below, all in Westmont, Illinois, 60559, from the M-1 Limited Manufacturing District to the B-1(A) Downtown Core District.
20-26 East Quincy Street PIN(s): 09-10-300-014; 09-10-300-016
3. Comprehensive Plan Map Amendment to change the future land use designation of the properties listed below, all in Westmont, Illinois, 60559, from Single Family Attached Residential to Downtown Mixed-Use.
20-26 East Quincy Street PIN(s): 09-10-300-014; 09-10-300-016
4. Zoning Map Amendment to rezone the split-zoned property listed below, in Westmont, Illinois, 60559, from the B-1 Downtown Edge District and the R-3 Single-Unit Residential District to the B-1(A) Downtown Core District.
139 North Cass Avenue PIN(s): 09-10-108-019
5. Comprehensive Plan Map Amendment to change the future land use designation of the

property listed below, in Westmont, Illinois, 60559, from Single Family Detached Residential to Downtown Mixed-Use.

139 North Cass Avenue PIN(s): 09-10-108-019

6. Zoning Map Amendment to rezone the split-zoned property listed below, in Westmont, Illinois, 60559, from being partially unzoned and from the R-5 General Residential District to the B-1(A) Downtown Core District.

18 West Quincy Street PIN(s): 09-09-502-007

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

VOTE ON MOTION #4

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(5) ZONING MAP AMENDMENTS -DOWNTOWN EDGE

Community Development Director Hennerfeind addressed the Village Board.

Motion by **Trustee Scales** to consider an ordinance approving a request from the Village of Westmont for the following:

1. Zoning Map Amendment to rezone the properties listed below, all in Westmont, Illinois, 60559, from the R-5 General Residential District to the B-1 Downtown Edge District.

45 West Quincy Street PIN(s): 09-09-406-001	26 West Burlington Avenue PIN(s): 09-09-221-021	32-34 West Burlington Avenue PIN(s): 09-09-221-017 ; 09-09-221-018	5 North Grant Street PIN(s): 09-09-221-015
22 West Burlington Avenue PIN(s): 09-09-221-022	30 West Burlington Avenue PIN(s): 09-09-221-023	38 West Burlington Avenue PIN(s): 09-09-221-016	

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

VOTE ON MOTION #5

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(6) ZONING AND LAND - USE MAP AMENDMENTS - DOWNTOWN RESIDENTIAL

Community Development Director Hennerfeind addressed the Village Board.

Motion by **Trustee Scales** to consider an ordinance approving requests from the Village of Westmont for the following:

1. Zoning Map Amendment to rezone the properties as listed on the agenda, all in Westmont, Illinois, 60559, from the R-5 General Residential District to the R-7 Downtown Residential District.
2. Comprehensive Plan Amendment to change the future land use designation of the properties listed below, all in Westmont, Illinois, 60559, from Single Family Detached Residential to Single Family Attached Residential.
3. Comprehensive Plan Amendment to change the future land use designation of the property listed below, in Westmont, Illinois, 60559, from Public/Semi Public to Single Family Attached Residential.

205 East Burlington Avenue PIN(s): 09-10-120-010

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

VOTE ON MOTION #6

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(7) AGREEMENT FOR CONSULTANT SERVICES WITH HOUSEAL LAVIGNE ASSOCIATES, LLC. - WESTMONT COMPREHENSIVE PLAN, DOWNTOWN STREETSCAPE MASTER PLAN, AND DOWNTOWN PARKING STUDY

Community Development Director Hennerfeind addressed the Village Board.

Motion by **Trustee Scales** to consider an ordinance approving an agreement with Houseal Lavigne Associates, LLC. and sub-consultants RVI Planning + Landscape Architecture and Kenig, Lindgren, O'Hara, Aboona, Inc., to prepare a Comprehensive Plan, a Downtown Streetscape Master Plan, and Downtown Parking Study.

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

VOTE ON MOTION #7

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(8) AWARD OF BID PROPOSAL - 328 S. WILMETTE AVE FENCE REPLACEMENT PROJECT

Public Works Director Ries addressed the Village Board.

Motion by **Trustee Scales** to consider an ordinance awarding the bid proposal from Alliance Allied Inc. for the 328 S. Wilmette Ave Fence Replacement Project and authorizing a contract consistent with the bid documents.

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

VOTE ON MOTION #8

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(9) EXERCISE OF OPTION YEAR 1 - FIRE HYDRANT PAINTING

Public Works Director Ries addressed the Village Board.

Motion by **Trustee Plowman** to consider ordinance exercising the first option year of the contract with GoPainters, Inc. for fire hydrant restoration and painting.

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

VOTE ON MOTION #9

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(10) HILTON CHICAGO OAK BROOK HILLS RESORT - HOTEL / MOTEL GRANT REQUEST

Finance Director Altic addressed the Village Board.

Motion by **Trustee Scales** to consider a motion awarding a Hotel/Motel Grant in the amount of \$3,723.00 to the Hilton Chicago Oak Brook Hills Resort.

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

VOTE ON MOTION #10

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

(11) FIRE PENSION TRUSTEE APPOINTMENTS

Assistant Village Manager Parker addressed the Village Board.

Motion made by **Trustee Plowman** to consider a motion approving Mayor Nero's reappointment of Megan Williams and reappointment of Spencer Parker as members of the Board of Trustees of the Westmont Fire Pension Fund.

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

VOTE ON MOTION #11

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales

Nays: None

Absent: None

MISCELLANEOUS

- None

(12) REQUEST FOR EXECUTIVE SESSION - 6:55 pm

Mayor Nero requested a motion to adjourn to executive session to discuss the following:
The employment, terms of employment compensation, discipline and performance of specific employees of the Village pursuant to section 2(C)(1) of the Open Meetings Act.

Motion made by **Trustee Plowman** to adjourn to executive session.
Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #12

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(13) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING

Board to consider a motion to adjourn at 7:18pm

Motion made by **Trustee Plowman**.
Seconded by **Trustee Liddle** and the motion passed.

VOTE ON MOTION #13

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(14) ADJOURNMENT - 7:18 pm

Motion made by **Trustee Guzzo** to adjourn the regular meeting.

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

VOTE ON MOTION #14

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

MEETING ADJOURNED AT 7:18 P.M.

ATTEST:

APPROVED:

Amanda Szynski, Village Clerk

Steven T. Nero, Mayor

Dated this 23rd day of July, 2026



Village of Westmont

Purchase Order

PO Date: 2026-07-08

Page: 1 of: 1

Bill To:

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

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

Purchase
Order #

26201553

Vendor:

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

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101643	317-559-6443					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Turnout Gear Honeywell Morning Pride Pro Pant and Tails Coat (24 Sets) GL Account: 0155222 - 56015 - 2I&I Ship To: FIRE DEPARTMENT - HQ 6015 S CASS AVE WESTMONT, IL 60559 Email: jsaldivar@westmont.il.gov		1.0	EACH	\$90,600.00	\$90,600.00

By: *Spencer Parker*
Authorized Signature

PO Total **\$90,600.00**

*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.



(877) 637-3473

Sales Order

2610/810

Order # SO2319908
Date 05/27/2026
Terms Net 30
PO # B/C ERIC BLASKOVICH
Sales Rep Barma, Robert J
Shipping Method FedEx Ground
Ship Complete No
Customer WESTMONT FD (IL)
Customer # C38074

Bill To

WESTMONT FD (IL)
6015 S CASS AVE # 3
WESTMONT IL 60559-2611
United States

Ship To

B/C ERIC BLASKOVICH
CHIEF STEVE RILEY
500 NORTH CASS AVE
STATION 3
Westmont IL 60559
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
Custom HFRP Pro Fit Pant			Custom HFRP Pro Fit Pant MORNING PRIDE PRO PANT-ADVANCE W/FREEFAS- BLACK-CORE CXP 2L-STEDAIR 3000-SET AND FORGET BELT-PER FIRE DEPT SPECS- ILWESM00058	24	\$1,575.00	\$37,800.00
HFRP Tail Coat			HFRP Tail Coat MORNING PRIDE TAILS COAT-ADVANCE FREEFAS- BLACK-CORE CXP 2L-STEDAIR 3000-PER FIRE DEPT FIREFIGHTER SPECS-ILWESM00057	24	\$2,200.00	\$52,800.00

Subtotal \$90,600.00

Contact: C38074 WESTMONT FD (IL) : ERIC BLASKOVICH (630) 981-6400

Shipping Cost \$0.00

Tax Total \$0.00

Total \$90,600.00

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

56015



PROPOSAL

July 14, 2026

Mr. Spencer Parker
Assistant Village Manager
Village of Westmont
31 W Quincy Street
Westmont, IL 60559

RE: Downtown TIF Designation Proposal

Pursuant to our recent discussions, SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the Village of Westmont (Village). This letter outlines our proposed scope of services, timeframe and fees to determine the eligibility of a potential TIF district in downtown Westmont. Pending confirmation of eligibility, we will then prepare a redevelopment plan and provide designation support for the TIF district.

Background and Approach

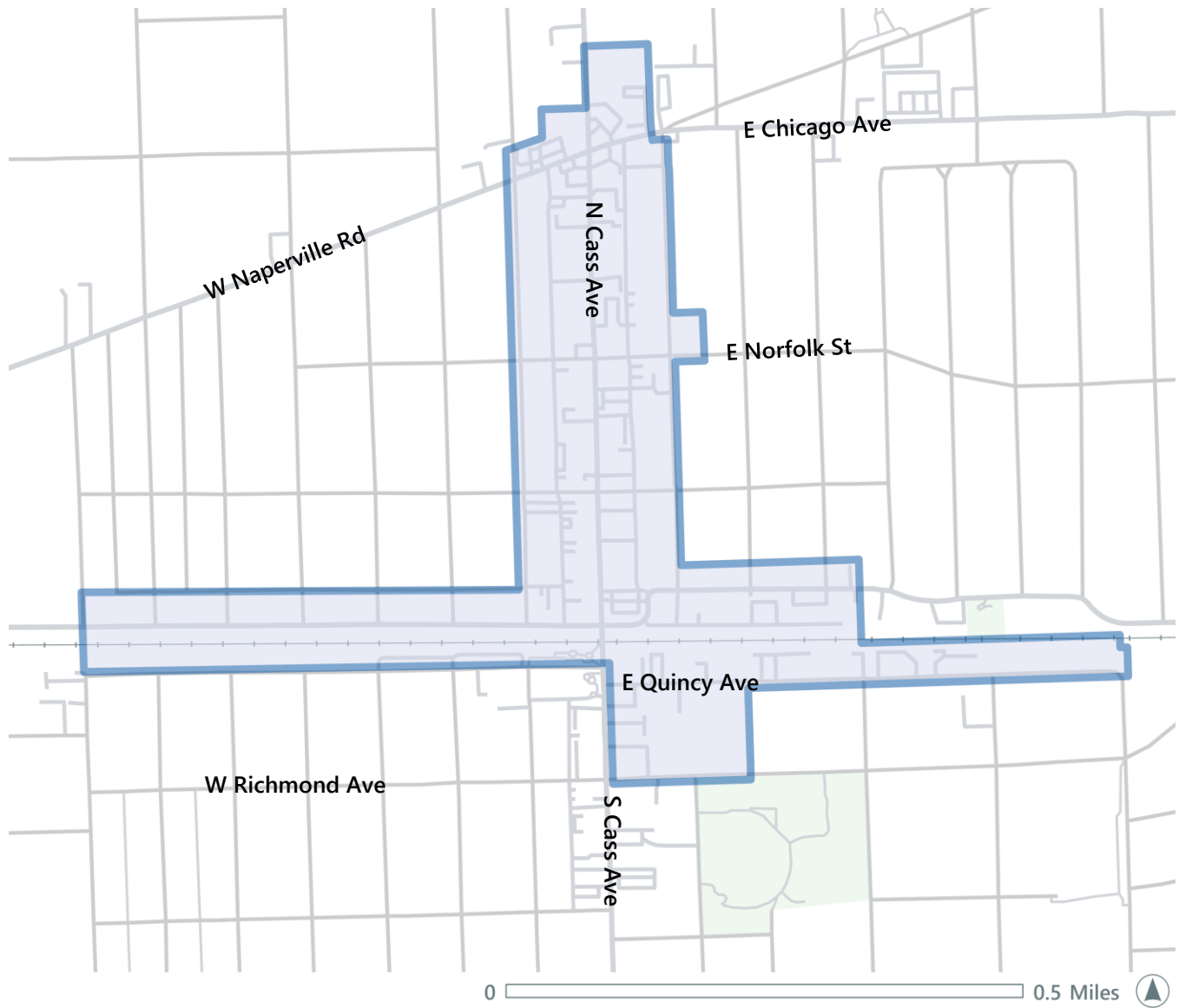
It is our understanding the Village seeks to encourage private investment and support development in and around downtown Westmont (the "Study Area"). The Study Area is shown in **Figure 1** on the following page and consists of 310 parcels. A portion of the proposed Study Area is located within the existing Central Business District TIF District ("CBD TIF District"), established in 2013, and that the Village intends to amend the CBD TIF District to remove those parcels prior to establishing the proposed Study Area as a TIF district.

A preliminary review indicated that the proposed Study Area includes improved parcels only. Upon completing fieldwork, SB Friedman will collaborate with the Village to finalize the optimal TIF boundary. If the Study Area or a subset of the Study Area is found to be eligible, SB Friedman would then conduct a full TIF designation process for the proposed TIF district, including the following steps:

- Prepare Redevelopment Project Area (RPA) Plan and Project document (the "Plan")
- Prepare required notices and mailing lists
- Complete public approval process.

These steps would be undertaken in close coordination with the Village and the Village's legal counsel.

Figure 1. Study Area



Scope of Services

Our proposed scope of services and work steps for each phase are as follows:

PHASE 1. CONDUCT TIF ELIGIBILITY RECONNAISSANCE STUDY

- 1) **Conduct Project Kickoff Call.** We will conduct a call with the Village and legal counsel to:
 - Confirm the Study Area boundary;
 - Review existing documents compiled by the Village, including the first and current comprehensive plans and current zoning map;
 - Identify additional key sources of data that we will need for our analysis;
 - Confirm the assumptions to be used in developing the TIF budget, goals and objectives, and the projections of future incremental property taxes; and
 - Confirm SB Friedman, Village staff and legal counsel responsibilities.
- 2) **Obtain and Review Background Data.** We will pursue key data to determine whether the Study Area qualifies for TIF district designation under the Illinois TIF Act. To complete our eligibility analysis, we will:
 - Obtain current GIS parcel shape files and/or existing base maps from the Village and/or DuPage County, and prepare internal base maps;
 - Obtain and review building age data (if any);
 - Obtain and review five-year history of building permit data for parcels within the Study Area;
 - Obtain information about infrastructure age and condition from Village staff and others;
 - Prepare property identification number (PIN) list, and order and enter taxpayer and six-year history of equalized assessed value (EAV) for the Study Area and Village; and
 - Enter, proof and map eligibility criteria, as required.
- 3) **Prepare Preliminary Study Area Map and PIN List.** We will prepare a map and PIN list of the proposed Study Area. We will conduct up to two calls with the Village to discuss the optimal preliminary boundary of the proposed TIF district accounting for redevelopment goals, contiguity and other considerations.
- 4) **Conduct Fieldwork.** We will conduct field research for the Study Area to document field-observable eligibility factors. We anticipate two full days of field research in the Village for two staff members, including travel time and collection of addresses that will be needed for required noticing.
- 5) **Analyze EAV Growth.** We will analyze the growth in EAV over the past six years (five year-to-year periods) and compare Study Area growth to Village growth and Consumer Price Index (CPI) growth over those periods.
- 6) **Analyze Additional Eligibility Factors/Required Findings and Tests.** Based on our field research and other data, we will assess the presence and distribution of factors to establish eligibility and to meet the “but for” and “lack of growth through private investment” requirements, as outlined in the Illinois TIF Act. The eligibility findings and boundaries will be documented in a series of maps for the Study Area.
- 7) **Prepare Eligibility Study Summary.** We will prepare an Eligibility Study summary documenting the findings of our eligibility research, including maps and tables.

- 8) **Conduct Call with Village to Discuss Findings and Boundary.** We will conduct a call with the Village to discuss our findings from previous tasks and provide recommendations.

PHASE 2. FINALIZE ELIGIBILITY RESEARCH AND PREPARE DOCUMENTATION

If a decision is made to proceed, we will finalize eligibility research and prepare documentation.

- 9) **Prepare Maps of the Proposed TIF District.** A series of maps of the proposed TIF district will be prepared for inclusion in the required documentation (i.e., Redevelopment Plan and Project or Amendment document). These maps will include: the proposed boundary, vacant and improved land, documented distribution of eligibility factors, existing land use, and future land use.
- 10) **Prepare TIF Projections.** We will prepare a forecast of incremental property tax revenues generated from the proposed TIF district to inform the budget. The projection of Study Area increment will be based on inflationary increases in the most recent EAV for parcels and additional incremental property tax revenue from any known proposed development(s) within the Study Area.
- 11) **Obtain and Proof Boundary Legal Description.** We will engage and manage a licensed surveyor on the Village's behalf to draft a boundary legal description for the proposed TIF district. We will proof the boundary legal description to ensure accuracy. We will also work with DuPage County to ensure that they are comfortable with the legal description prior to filing the TIF plan with the Village Clerk.
- 12) **Prepare Final Plan Documentation.** We will prepare required documentation (i.e., Redevelopment Plan and Project or Amendment document). As required by the Illinois TIF Act, documentation will include:
- Redevelopment Project Area (RPA) Description;
 - Boundary Legal Description of the RPA;
 - Summary of Blight/Conservation Area Conditions and Analysis of Eligibility Factors;
 - Redevelopment Plan Goals, Objectives and Strategy;
 - Existing and Proposed Land Use;
 - Most Recent EAV and Estimated Future EAV;
 - Estimated Redevelopment Project Costs (line-item budget);
 - Assessment of Impacts on Other Taxing Districts;
 - Affirmative Action Plan; and
 - Statement of Conformance with Other Community Plans.

We will prepare a full draft to be reviewed by the Village and your legal counsel. Following one round of revisions and feedback, we will finalize the plan, which must be filed with the Village Clerk at least 10 days prior to introduction to the Village Board.

PHASE 3. SUPPORT PUBLIC APPROVAL PROCESS

If a decision is made to proceed, we will guide the Village through the implementation process.

- 13) **Create Mailing Lists for Noticing.** The Illinois TIF Act requires that municipalities make a good faith effort to provide notice of the availability of the plan and how to obtain it by mail to all residential addresses within 750 feet of the boundary of any proposed TIF district. We will prepare a map identifying this buffer area. Our initial fieldwork (step

4) will inform this process. Additionally, we will prepare other mailing lists for noticing, as required by the Illinois TIF Act. Our proposed scope includes preparation of the following mailing lists:

- Affected taxing districts and the Illinois Department of Commerce and Economic Opportunity;
- Taxpayers within the proposed TIF district;
- Taxpayers of properties within the proposed TIF district for which taxes were not paid in the prior year; and
- Residential addresses within 750 feet of the TIF boundary.

The Village may elect to engage a mailing company for preparation and distribution of the mailings or to prepare the mailings using Village staff resources.

14) Support Noticing Process. We assume that the Village will print and prepare the mailings and publish required notices in local newspapers. We will coordinate with the Village to ensure all mailing addresses are provided in a timely fashion. We assume that the Village's legal counsel will establish and manage a timeline for mailings, meetings and noticing based on the Illinois TIF Act, the overall project timeline, newspaper publishing dates, and the Village Board meeting schedule.

15) Present Findings at Joint Review Board Meeting and Public Hearing. We will attend and, as appropriate, make presentations at the two key meetings that are part of the review process as outlined in the Illinois TIF Act. These meetings include the Joint Review Board Meeting and the Public Hearing, both of which we assume will be held in person. We are available for additional meetings or public presentations on an hourly basis at the billing rates provided below.

Timeline

Based on the scope of the work outlined herein and our experience with similar projects, we estimate it will take approximately 30 to 45 days to complete Phase 1, 30 to 45 days to complete Phase 2, and 90 to 120 days to complete Phase 3. This timeline may be extended if certain data is unavailable, third-party consultants require more time to complete their work than anticipated, or delays are incurred related to scheduling of the public approval process meetings. We will work with you to meet any specific deadlines, where possible.

Professional Fees

Professional fees for our services will be based on the time required at the then-current billing rates of the SB Friedman personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses will total approximately **\$48,640**, as shown in the detailed budget below.

Other expenses to be incurred directly by the Village that are not included in this estimate include:

- Surveyor: boundary legal descriptions
- Required mailings and notices
- Research into tax-delinquent properties
- Legal counsel

Figure 2. Detailed Budget

TASK	TOTAL	Sr. Vice President \$386	Sr. Project Manager \$284	Associate \$218
Phase 1: Conduct TIF Eligibility Reconnaissance Study				
1 Conduct Project Kickoff Call	\$888	1	1	1
2 Obtain and Review Background Data	\$2,262	1	2	6
3 Prepare Preliminary Study Area Map and PIN List	\$1,826	1	2	4
4 Conduct Fieldwork	\$10,548	2	16	24
5 Analyze EAV Growth	\$1,349	0.5	1	4
6 Analyze Additional Eligibility Factors/Required Findings and Tests	\$6,146	1	8	16
7 Prepare Eligibility Study Summary	\$3,652	2	4	8
8 Conduct Call with Village to Discuss Findings and Boundary	\$888	1	1	1
Phase 2: Finalize Eligibility Research and Prepare Redevelopment Plan and Project				
9 Prepare Maps of the Proposed TIF District	\$2,409	0.25	2	8
10 Prepare TIF Projections	\$1,537	0.25	2	4
11 Obtain and Proof Boundary Legal Description	\$1,603	0.25	3	3
12 Prepare Final Plan Documentation	\$5,478	3	6	12
Phase 3: Support Public Approval Process				
13 Create Mailing Lists for Noticing	\$2,069	0.5	2	6
14 Support Noticing Process	\$1,390	1	2	2
15 Present Findings at Joint Review Board and Public Hearing	\$5,796	8	8	2
Total Hours	143.75	22.75	60	101
Total Professional Fees	\$47,840	\$8,782	\$17,040	\$22,018
Reimbursable Expense Estimate	\$800			
TOTAL ESTIMATED BUDGET	\$48,640			
<i>Allowance for Boundary Legal Description</i>		<i>Assumed incurred directly by Village</i>		
<i>Mailing Costs and Title Company Tax Delinquency Research</i>		<i>Assumed incurred directly by Village</i>		

This fee estimate is based upon the Scope of Service described and the time budgets shown in the detailed budget. The fee estimate has been prepared based on certain assumptions as to the time required and is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered which could not reasonably have been foreseen at the commencement of the engagement, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually agreeable revision may be made. Fees and expenses for our services will not exceed the total budget estimate without further authorization from the Village.

Actual billings will be based on time expended as follows:

• Partner	\$400	• Project Manager	\$264
• Senior Vice President	\$386	• Senior Associate	\$238
• Vice President	\$310	• Associate	\$218
• Senior Project Manager	\$284	• Research Associate	\$202

These hourly rates will be in effect until December 31, 2026, after which rates are subject to adjustment.

Two in-person meetings are included in this fee estimate:

- Joint Review Board meeting (1)
- Public Hearing (1)

Additional meeting time and additional services, beyond what is included in the Scope of Services and detailed budget will be billed hourly at the rates provided above.

Local travel, publications, maps, outside data purchased specifically for this project, use of owned or licensed databases, report production, and other out-of-pocket expenses are included in this estimate and will be billed in addition to professional fees as incurred (without markup). Travel time will be billed in full.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. All invoices are payable within 30 days. If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to date.

Acceptance Procedures

We look forward to this opportunity to continue to assist the Village of Westmont. Please do not hesitate to reach out with any questions regarding this proposal or our services.

To indicate your acceptance of this proposal, please sign below and return a copy of this letter as authorization for us to proceed.

Sincerely,



Caitlin Johnson, AICP
Senior Vice President
(312) 384-2403
cjohnson@sbfriedman.com



Michael Ryzhov, AICP
Senior Project Manager
(312) 424-4263
mryzhov@sbfriedman.com

Accepted:

Signature

Date

Name / Village of Westmont

Title

Limitations of Engagement

Our deliverables will be based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings/teleconferences during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our deliverable, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in applicable statutes, additional competitive developments, interest rates and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information for purposes of assessing a developer's request for assistance and will not be a recommendation to issue bonds or other securities. The deliverables should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the deliverables nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

We acknowledge that upon submission to the Village the deliverables may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the deliverables under such Act.

Commonwealth Edison Company
Public Relocation Department
One Lincoln Centre
Oak Brook Terrace, IL 60181

www.comed.com

July 16th, 2026

Jim Gunther
Village Manager
Village of Westmont
31 W. Quincy Street
Westmont, IL. 60559

Project:	H18870BOL
Work Order	19413099
EPS Project	24FRD0063

Re: Relocation of overhead electric facilities **Westmont, IL. Along E. Burlington**, as occupied.

Dear Stephen,

This letter is in reply to an inquiry regarding the **Village of Westmont** request to relocate ComEd's overhead electric lines at E. Burlington Ave. to underground. More specifically, the subject electric lines are currently situated east of **S. Cass Ave., north of the RR tracks along E. Burlington Ave.**

The **post design construction** estimated cost to relocate the existing overhead facilities is approximately **\$2,000,000**. This is a **non-binding, high-level cost estimate (+/-10%)** prepared with an engineering design for post design budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. **The Village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project.** This cost estimate is good for 60 days from the date on this letter.

The **Village** has sent payment for advance engineering charge required of **\$200,000.00** This engineering charge is non-refundable and will be applied towards the total cost.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The Village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimates and schedule are based on a normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Other Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.

- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) **are the responsibility of the village.**
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- **No** landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of others.
- Others to provide ComEd with all required easements for underground facilities being installed.
- All trees, shrubs and vegetation to be removed by others in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.

Scope of Work:

Install 4 new poles

Replace one pole

Directional Bore - 1,485' (including 120' of steel conduit going under the RR)

Install 5 splice boxes

Install two switchgears

Trench ~75'

Install one service pedestal

Install 25kVA compartmental transformer Install one OH transformer

Install 1,765' of cable

Install one OH transformer

The **Village** will have two payment options available to them. Check one of boxes below, sign and return with check and/or copy of the executed ordinance.

☒ Comed will require **90%** down payment prior to any construction taking place. Village of Westmont has paid \$200,000.00 down payment. Therefore, the balance of \$1,600,000.00 is still outstanding. ComEd will begin construction within two weeks of the date that the down payment is received and the outstanding BNSF permit is approved, whichever is later. Once started, construction is estimated to take between 3 and 4 weeks to complete. **Final payment invoicing will occur upon completion of the work.**

☐ The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional “per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the **Village**. As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line-item charge on the monthly bills of the customers. The “per kilowatt-hour” charges will continue until the project is completed and all costs for the project are reflected on ComEd’s books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

‘Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility’s service obligations.’

The village should take special note of the fact that ComEd must meet our “Service” obligations at least cost to our “Ratepayers.” Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the village desire place additional facilities underground, the Village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the Village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

If you have questions, please feel free to call me directly.

Sincerely,
 William Gabor
 Sr. Project Manager
 Public Relocation Department
 630.989.3005
William.gabor@comed.com

FOR THE APPLICANT:

Accepted by _____ Signature _____

Print Name _____

Official Capacity _____

Date _____

CC:
Simone Harris – Manager of Project Execution
Brenda Brock – Sr Manager - Project Management



Village of Westmont

PUBLIC WORKS

Facilities / Fleet

31 West Quincy Street, Westmont, Illinois 60559

publicworks@westmont.il.gov | 630-981-6270

westmont.illinois.gov | 630-981-6200

The Westmont Public Works Fleet Division requests that the following vehicles and equipment be declared as surplus, to be removed from Village inventory and disposed of with the Board of Trustees authority by the Village Manager in the manner determined to be the most appropriate.

1. 2018 Dodge Durango VIN:1C4RDJFG7JC329879 Miles-95,719
2. 2012 Ford F-350 Red VIN:1FT8X3BT7CED10290 Miles-65,669 Hours-6,245
3. 2015 Ford Interceptor VIN:1FM5K8ARXFGA96758 Miles-58,837 Hours-5,173
4. 2016 Ford Interceptor VIN:1FM5K8AR2HGB33353 Miles-85,198 Hours-15,160
5. 2013 Ford Interceptor VIN:1FM5K8AR3DGB44162 Miles-104,444 Hours-13,029
6. 2011 Ford F-450 VIN:1FDUF4GT6BEA38955 Miles-59,331 Hours-7,336
7. 2012 Ford F-350 VIN:1FT8X3BT7CED10290 Miles-65,669 Hours-6,246

DRAFT AMENDMENT LANGUAGE

(amendments are indicated by underlined and **shaded** text; deletions are indicated by ~~strikeouts~~):

CHAPTER 80 - TREES AND LANDSCAPES

...

Sec. 80-5. Nuisance vegetation.

(a) The following are hereby declared public nuisances under this article:

- (1) Any dead tree, or near dead tree as determined by the village;
- (2) Any vegetation which harbors insect pests or plant diseases which reasonably may be expected to spread from tree to tree causing injury or harm to any other tree. Infectious disease includes, but is not limited to, Dutch Elm Disease, Elm Yellows, Oak Wilt, or Pine Wilt;
- (3) Any vegetation or portion thereof which by reason of location or condition constitutes an imminent danger to the health, safety, or welfare of the general public;
- (4) Any vegetation or portion thereof which obstructs the free passage of pedestrians or vehicular traffic, or which obstructs a street light or traffic control device;
- (5) Any vegetation or portion thereof which dangerously obstructs the view in the "corner visibility triangle" as determined by the village.
- (6) Weeds such as jimson, burdock, ragweed, thistle, cocklebur, poison hemlock, wild parsnip or other weeds of a similar kind.
- (7) Vegetation **exceeding eight inches in height (i.e., grass and weeds)**, other than trees, bushes, flowers, ornamental plants or approved native/natural landscaping, ~~exceeding eight inches in height~~.
- (8) Invasive and noxious species.

~~(b) **Removal of nuisance.** Any owner of any real property shall resolve any nuisance located upon the premises of such owner of property within 14 days whenever required to do so by notice from the village served upon the owner or occupant of such property. Immediate compliance may be required when the nuisance poses an urgent threat to the public health or safety.~~

~~(c) **Allowing nuisance to remain prohibited; duty of the owner to resolve nuisance.** It shall be unlawful for any person owning any lot, tract or parcel of land to knowingly permit any and all nuisances to remain on such property. It shall be the duty of such persons to see that all such nuisances are resolved from the property. Failure to remove or resolve any such nuisance shall constitute a violation of this chapter.~~

~~(d) **Inspection for nuisance vegetation.** In the event the village has reasonable cause to believe, either by virtue of its appearance or otherwise, that any vegetation located within the village is or might be infected with an infectious disease or is or might harbor~~

~~vectors that transmit infectious disease, the village is hereby authorized and directed to enter on and upon any private or public property whereon such vegetation may be located for the purpose of inspecting such suspected vegetation, marking or identifying the vegetation, and removing therefrom samples or portions thereof so that same may be tested to establish whether or not such vegetation is in fact diseased.~~

~~(e) *Notice to remove nuisance vegetation.* When any nuisance vegetation is discovered by the village, the village will give a written notice, which may be served personally or sent by certified mail, to the property owner. Such notice shall identify the property by common address and shall identify the vegetation affected, the specific code that is being violated, and the minimum actions needed to resolve the violation.~~

(b) *Obligation to cut tall weeds, grass, and nuisance vegetation.* Every property owner is required to cut all weeds, tall grass, and nuisance vegetation located on his/her property whenever they exceed a height of eight (8) inches.

(c) *Notice to remove or resolve nuisance vegetation.* When any nuisance vegetation is discovered by the village, the village will give a written notice to the property owner by one or more of the following methods of service:

- (1) Personal service upon the property owner or its employees or agents; or
- (2) Mailing the notice by first class U.S. mail to the property owner's address;
- or
- (3) Posting the notice upon the property where the violation was observed.

Such notice shall identify the property by common address, shall identify the nuisance vegetation, the specific code that is being violated, and the minimum actions needed to resolve the nuisance vegetation violation.

(d) *Removal of nuisance vegetation.* Any owner of any real property shall remove, trim or otherwise resolve the nuisance vegetation located upon the premises of such owner of property within 7 days from the date that such notice was served, mailed, or posted. Immediate compliance may be required when the nuisance vegetation poses an urgent threat to the public health or safety if stated in the notice.

(e) *Allowing nuisance vegetation to remain prohibited: duty of the owner to resolve nuisance.* It shall be unlawful and a violation of this section for any person owning any lot, tract or parcel of land to knowingly permit any and all nuisance vegetation to remain on such property. It shall be the duty of the property owner to see that all such nuisance vegetation is removed from the property or otherwise resolved. Failure to remove or resolve any such nuisance vegetation shall constitute a violation of this chapter.

(f) *Inspection for nuisance vegetation.* In the event the village has reasonable cause to believe, either by virtue of its appearance or otherwise, that any vegetation located within the village is or might be infected with an infectious disease or is or might harbor vectors that transmit infectious disease, the village is hereby authorized and directed to enter on and upon any private or public property whereon such vegetation may be

located for the purpose of inspecting such suspected vegetation, marking or identifying the vegetation, and removing therefrom samples or portions thereof so that same may be tested to establish whether or not such vegetation is in fact diseased.

(fg) Removal of nuisance vegetation by village; costs of removal to be lien. In the event that any such nuisance vegetation is not removed within 44 7 days from the date of receipt of such notice; (or such earlier date contained in the notice), then the village ~~shall~~ may either (1) issue a citation for the administrative adjudication of the violation, or (2) post a notice on the front door or entrance to the property where the nuisance vegetation is located, notifying the owner or occupant of the village's intention to enter upon such property to resolve said nuisance and invoice the property owner for the cost thereof. No sooner than ~~seven~~ 1 days after posting such notice (unless an earlier date is required in order to protect the public health or safety), the village may enter upon such property and resolve said nuisance and invoice the property owner for the costs and expenses thereof. The village shall serve the property owner with this invoice by first class U.S. mail. In the event such invoice remains unpaid within thirty days after ~~owner's receipt thereof~~ the date of mailing by the village, the village shall cause ~~to be filed~~ a notice of lien to be recorded against title to the property in the Office of the Recorder of Deeds of DuPage County. Such notice shall include the following information: (a) a description of the real estate sufficient for identification thereof; (b) the amount of money representing the cost and expense incurred or payable for the resolution of nuisance, including any administrative and billing costs incurred ~~and in billing the owner for the cost;~~ and (c) the date or dates which such costs and expenses ~~was were~~ incurred. In cases where the village performs seasonal or ongoing removal of nuisance vegetation from a property, the village may issue a single invoice to the property owner for all nuisance vegetation removal costs and expenses within the calendar year, and if the invoice is not timely paid as provided above, the village may record a single lien against title to the property for all costs and expenses incurred. Upon payment of the costs and expenses by the owner of, or persons interested in, said real estate, after the notice of lien has been ~~filed~~ recorded, the village shall ~~issue record~~ a release of such lien with the Recorder of Deeds of DuPage County, ~~which may be filed on record in said Recorder's office.~~

(h) Abandoned property and vacant property – single notice for seasonal mowing. When any nuisance vegetation is discovered by the village on abandoned residential property as defined in 65 ILCS 5/11-20-15.1, on abandoned non-residential property, or on vacant property, the village may give written notice to the property owner once a year of its intention to perform seasonal removal of the nuisance vegetation through bi-weekly mowing or other regular means of removal. The village shall provide this notice by the following methods of service:

- (1) Mailing the notice by first class U.S. mail to the property owner's address;
and
- (2) Posting the notice upon the property where the violation was observed.

Such notice shall identify the property by common address, shall identify the nuisance vegetation, the specific code that is being violated, and the minimum actions needed to resolve the violation. The notice will also inform the property owner that should the owner fail to correct the violation within 7 days from the date of mailing and posting of

the notice, the village may enter the property and perform seasonal mowing/removal of the nuisance vegetation as often as the village deems necessary without further notice, and the property owner shall be liable to the village for its costs as provided in subsection (g) of this section.



Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

MEMORANDUM

To: Village Board
From: Ruthy Harris- Building and Code Division Manager
Date: July 23, 2026
Subject: Proposed Amendments to Chapter 80 – Sec. 80-5 Nuisance Vegetation

Staff discussed potential amendments to Chapter 80 – Trees and Landscapes at the July 9, 2026 meeting of the Community Development Committee. These proposed revisions are intended to improve the organization of the ordinance, provide greater clarity regarding nuisance vegetation enforcement, and expedite the abatement process to better maintain community appearance and property standards.

The proposed amendments include the following:

1. Revision of Enforcement Timeframes:

- The initial notice of violation will be reduced from 14 days to 7 days for the property owner or occupant to correct the violation.
- If the violation is not corrected, the Village's notice prior to abatement will be reduced from 7 days to 1 days. Note that while the text gives the Village the ability to move quickly, which is often necessary to abate blight, it does not require immediate action unless warranted.

2. Addition of Vacant Structures and Vacant Lots Section:

- Establishing separate requirements for vacant lots and vacant structures. Following the first notice of violation during the growing season, property owners will be advised that additional notices will not be required for subsequent violations during the same growing season. If the property is found to be in violation again, the Village may proceed with the immediate abatement without issuing another initial notice. This approach will reduce repeated notice requirements, improve the efficiency of enforcement on chronically non-compliant vacant properties, and help ensure that vacant lots and structures are maintained throughout the growing season.

These revisions will allow nuisance vegetation violations to be addressed more efficiently, reducing the amount of time properties remain in violation.

RECAPTURE AGREEMENT

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
MORRISSEY & ROBINSON
One Oakbrook Terrace
Suite 802
Oakbrook Terrace, IL 60181

EXHIBIT E TO
PRE-ANNEXATION AGREEMENT
Fairfield VII



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

MAY 30, 2001

8:23 AM

OTHER

09-15-400-002

009 PAGES

R2001-102669

RECORDER'S STAMP

IN REGARD TO THE CONSTRUCTION OF THE FAIRFIELD VII EXTENSION OF THE MUNICIPAL WATER SYSTEM OF THE VILLAGE OF WESTMONT, ILLINOIS

THIS RECAPTURE AGREEMENT ("Agreement") is made this 22nd day of March, 2001, by and between the Village of Westmont, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (the "Village"), and JAMES MCNAUGHTON BUILDERS, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois ("JMBI").

WITNESSETH:

WHEREAS, JMBI as sole beneficiary of Cole Taylor Bank Trust Agreement dated April 1, 1995, known as Trust No. 952036, owns 13.6 contiguous acres of land, more or less, situated on the west side of Western Avenue north of 59th Street, in that certain part of the Village described as follows:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, OUTLOTS A, B and Common Area Outlot C IN FAIRFIELD VII SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED JUNE 29, 2000, AS DOCUMENT R2000-099230, IN DUPAGE COUNTY, ILLINOIS.

WHEREAS, JMBI has developed and is now developing its land as a subdivision of single-family residences under the designation "Fairfield VII Subdivision"; and

09-15-110-029 thru 038

09-15-206-028 thru 036

09-15-110-040 thru 047

09-15-224-001 thru 009

Kristin Ct,

Address on Next Page

428
700 Kristin Ct - Westmont

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UNOFFICIAL COPY

VACANT
VACANT
WESTERN AVE
RICHMOND AVE

WHEREAS, JMBI's land was not served by a water system prior to annexation to Village and JMBI has requested the Village to provide municipal water service for the benefit of the Fairfield VII Subdivision; and

WHEREAS, the Village determined, upon advice and recommendation of its Village Engineer, that it was in the best interests of the community that any water system to serve the Fairfield VII Subdivision be designed, constructed, and routed in such manner as to be capable of serving a larger area of land, part of which lies in such relation to the Village limits that it may be annexed to the Village in the future, pursuant to then existing law and pursuant to such action as the Corporate Authorities of the Village, in their discretion, may wish to take from time to time; and

WHEREAS, the Village was unable to provide an extension to its water system as necessary to serve the Fairfield VII Subdivision because of lack of funds for this purpose; and

WHEREAS, JMBI has agreed to construct an extension of the Village's water system by installing a 12" water main extension from the west boundary of the Fairfield VII development on 59th Street adjacent to the Fairfield I Subdivision running parallel to 59th Street to the intersection of 59th Street and Western Avenue and continuing north with the installation of an 8" water main which will run parallel to Western Avenue to the northeast boundary of the Fairfield VII development (the "Fairfield VII Water Main Extension") upon the understanding that the Village would provide by appropriate ordinance or agreement and related procedures for JMBI as the developer to recapture an equitable portion of the cost thereof from other lands to benefit therefrom upon connection thereof to said Fairfield VII Water Main Extension; and

WHEREAS, Village has accepted the above offer, and the terms and conditions relating thereto were incorporated in the Pre-Annexation Agreement dated July 6, 1999 (the "Pre-Annexation Agreement"), by and among the Village, JMBI, and certain other parties who had ownership interests in the real property prior to its designation as the Fairfield VII Subdivision; and

WHEREAS, the construction of the Fairfield VII Water Main Extension has been fully completed by JMBI at its own expense;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Village and JMBI agree as follows:

Fairfield VII WATER MAIN EXTENSION

Section 1. The Fairfield VII Water Main Extension heretofore completed by JMBI is hereby approved and accepted, being substantially in accordance with the Pre-Annexation Agreement and with the plans and specifications heretofore approved by the Village Engineer that are on file in the Office of the Village Clerk.

Section 2. The entire cost of construction of the Fairfield VII Water Main Extension (including, without limitation, costs of easements and rights-of-way and all legal and engineering fees and expenses, but excluding all costs relating to lateral mains within the Fairfield VII Subdivision connected to said water main extension solely for the purpose of providing service within the subdivision) has been determined by the Village to be \$38,496.90.

Section 3. In accordance with the provisions of Sections 10 and 17 of the Pre-Annexation Agreement and in order to effect a fair and equitable allocation of the entire cost of the Fairfield VII Water Main Extension by and among JMBI and others who might be benefitted in the future, it is hereby determined that the person or persons from time to time owning the following described residential parcels of real property that may benefit from the Fairfield VII Water Main Extension (collectively, such parcels are hereinafter referred to as the "Fairfield VII Water Benefit Area") are shown on the location map attached hereto as Exhibit A and as legally described as follows:

* * *

Lot 2 in Eileen Thome's Resubdivision of Lot 32 in Clarendon Hills Acres Estates, being a subdivision of the Southeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded April 19, 1956, as Document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-002

Common Address: 415 East 59th Street
Westmont, Illinois 60559-2508

* * *

Lot 3 in Eileen Thome's Resubdivision of Lot 32 in Clarendon Hills Acres Estates, being a subdivision of the Southeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded April 19, 1956, as Document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-003

Common Address: 421 East 59th Street
Westmont, Illinois 60559-2508

* * *

Lot 4 in Eileen Thome's Resubdivision of Lot 32 in Clarendon Hills Acres Estates, being a subdivision of the Southeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded April 19, 1956, as Document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-004

Common Address: 425 East 59th Street
Westmont, Illinois 60559-2508

* * *

Twenty-one thousand (21,000) square feet of the parcel legally described as:

The West 300 feet as measured on the North and South lines, of Lot 41 in Clarendon Hills Farms, being a subdivision of the West 1/2 of the Northeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 8, 1922, as Document 153727 in DuPage County, Illinois.

Permanent Index Number: 09-15-207-022

Common Address: 5823 South Western Avenue
Clarendon Hills, Illinois 60514-1709

* * *

The West 214 feet of the North 100 feet of Lot 40 in Clarendon Hills Farms, being a subdivision of the West 1/2 of the Northeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 8, 1922, as Document 153727 in DuPage County, Illinois.

Permanent Index Number: 09-15-207-023

Common Address: 5825 Western Avenue
Clarendon Hills, Illinois 60514-1709

* *

The South 100 feet of the North 200 feet of the West 214.0 feet of Lot 40 in Clarendon Hills Farms, being a subdivision of the West ½ of the Northeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 8, 1922, as Document 153727 in DuPage County, Illinois.

Permanent Index Number: 09-15-207-030

Common Address : 5829 Western Avenue
Clarendon Hills, Illinois 60514-1709

* * *

The West 214 feet (except the North 200 feet) of Lot 40 in Clarendon Hills Farms, being a subdivision of the West ½ of the Northeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 8, 1922, as Document 153727 in DuPage County, Illinois.

Permanent Index Number: 09-15-207-031

Common Address : 5861 Western Avenue
Clarendon Hills, Illinois 60514-1709

* * *

Lot 5 of Eileen Thomes of Lot 32 in Clarendon Hills Acres Estates, being a subdivision of the Southeast 1/4 of Section 15, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded April 19, 1956, as Document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-005

Common Address : 5904 South Western Avenue
Clarendon Hills, Illinois 60514-1709

Section 4. Before the Fairfield VII Water Benefit Area, or any part thereof, shall be connected, directly or indirectly, to the Fairfield VII Water Main Extension, the applicant for water connection shall pay to the Village Treasurer a water main extension recapture fee determined on the basis of multiplying \$28.73 times the lineal footage of that portion of the lot line of the applicant's property which properly is parallel to the Fairfield VII improvements to be so connected for the use, benefit, and purposes herein specified.

In accordance with the provisions of the Pre-Annexation Agreement and in order to effect a fair and equitable allocation of the entire cost of the Fairfield VII extension of the municipal water system by and among JMBI and others who might be benefitted in the future, it is hereby determined that JMBI shall be entitled to recover the aggregate sum of \$24,133.20 as hereinafter provided.

<u>Common Addresses</u>	<u>PIN</u>	<u>Recapture Amount</u>
415 East 59 th Street Westmont, IL 60559	09-15-400-002	117 feet x \$28.73 = \$3361.41
421 East 59 th Street Westmont, IL 60559	09-15-400-003	117 feet x \$28.73 = \$3361.41
425 East 59 th Street Westmont, IL 60559	09-15-400-004	117 feet x \$28.73 = \$3361.41
5823 S. Western Ave. Clarendon Hills, IL 60514	09-15-207-022	70 feet x \$28.73 = \$2011.10
5825 S. Western Ave. Clarendon Hills, IL 60514	09-15-207-023	100 feet x \$28.73 = \$2873.00
5829 S. Western Ave. Clarendon Hills, IL 60514	09-15-207-030	100 feet x \$28.73 = \$2873.00
5861 S. Western Ave. Clarendon Hills, IL 60514	09-15-207-031	98 feet x \$28.73 = \$2815.54
5904 S. Western Ave. Clarendon Hills, IL 60514	09-15-400-005	121 feet x \$28.73 = \$3476.33

* * *

GENERAL

Section 5. The proper officers of the Village shall make all reasonable efforts to make the collections of recapture fees payable with respect to the Fairfield VII Water Main Extension but shall not be obligated to bring any suit to enforce the collection of same nor shall the Village or any of its officials be liable in any manner for failure to make the collections. The Village and its officials shall have no obligation to make the collections of any recapture fees with respect to any parcel or portion thereof that is part of the Fairfield VII Water Benefit Area which, while possibly being annexed to the Village, is not connected to the Fairfield VII Water Main Extension and does not otherwise benefit therefrom.

Section 6. Nothing herein shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motion, or policies including, but not limited to, water connection and sewer connection charges, as the water and sewer recapture fees provided for herein are in addition to other Village fees and charges.

Section 7. By reason of the completion of the installation of the Fairfield VII Water Main Extension and the acceptance of the related work by the Village Engineer, the same has become the property of the Village. Hereafter, the Village, without cost to JMBI, shall maintain and repair the water and sewer systems pursuant to Village policies and ordinances in effect from time to time.

Section 8. JMBI has approved this Agreement as being in conformity with the undertaking between itself and Village relating to the construction of the Fairfield VII Water Main Extension and has agreed, upon execution and delivery of this Agreement, to execute a release to the Village of any right to reimbursement in connection thereto (other than by operation of this Agreement).

Section 9. This Agreement constitutes a contract between JMBI and the Village and may be amended by the parties from time to time without the consent of any other person or corporation owning land in the area to be served or paying connection fees after the date of the enactment hereof.

Section 10. If any provisions of this Agreement, or the application of a provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of a provision to persons or circumstances other than those as to which is held invalid, shall not be affected.

Section 11. This Agreement shall be in full force and effect from and after the day and year first above written.

* * *

IN WITNESS WHEREOF, the Village and JMBI have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF WESTMONT, a Municipal
corporation, County of DuPage, State of
Illinois

ATTEST:

By: Virginia Szynski
VIRGINIA SZYMSKI,
Village Clerk

BY: William Rahn
WILLIAM RAHN, Mayor



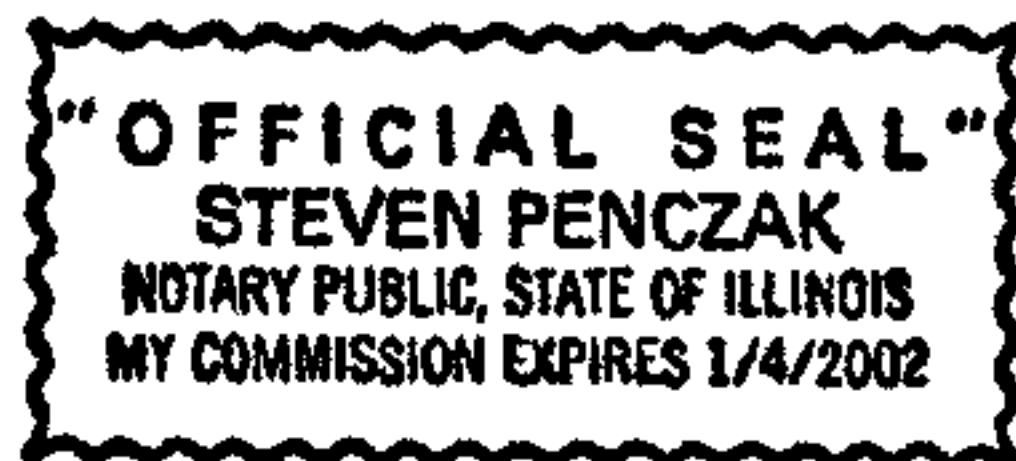
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mayor and Village Clerk of the Village of Westmont, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that he, as custodian of the municipal seal of said Village, caused the municipal seal of said Village to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of March, 2001.

(Notarial Seal)

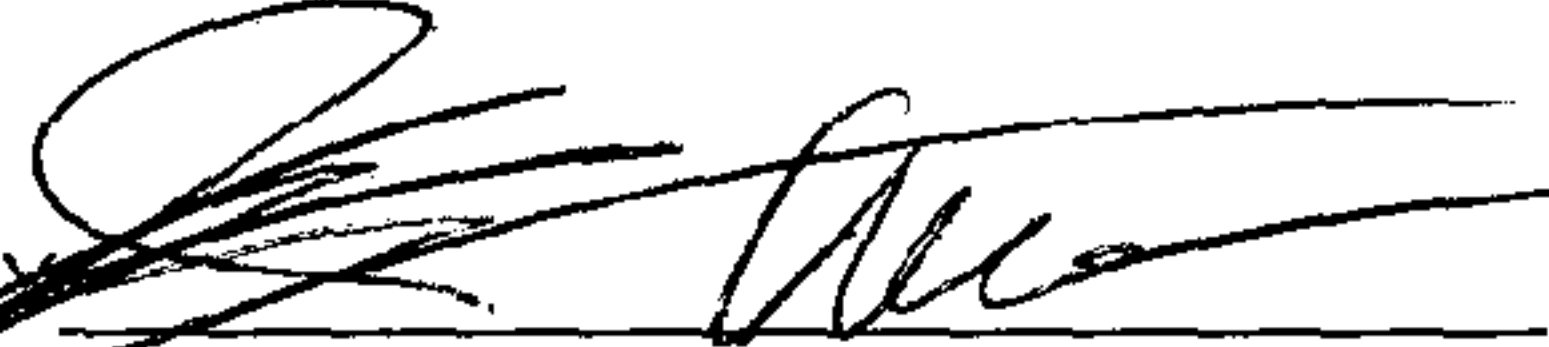

Notary Public



JAMES MCNAUGHTON BUILDERS, INC.

ATTEST:


STEVEN R. GREGORY, ~~Secretary~~
Vice President


JAMES H. MCNAUGHTON, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES H. McNAUGHTON, President of JAMES McNAUGHTON BUILDERS, INC., and STEVEN R. GREGORY, Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of JAMES McNAUGHTON BUILDERS, INC., an Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of March, 2001.

(Notarial Seal)




Notary Public

F:\dina\mcnaughton, james\Fairfield VII\documents\WATER RECAP AGR FVII.doc.wpd

DEVELOPMENT AGREEMENT

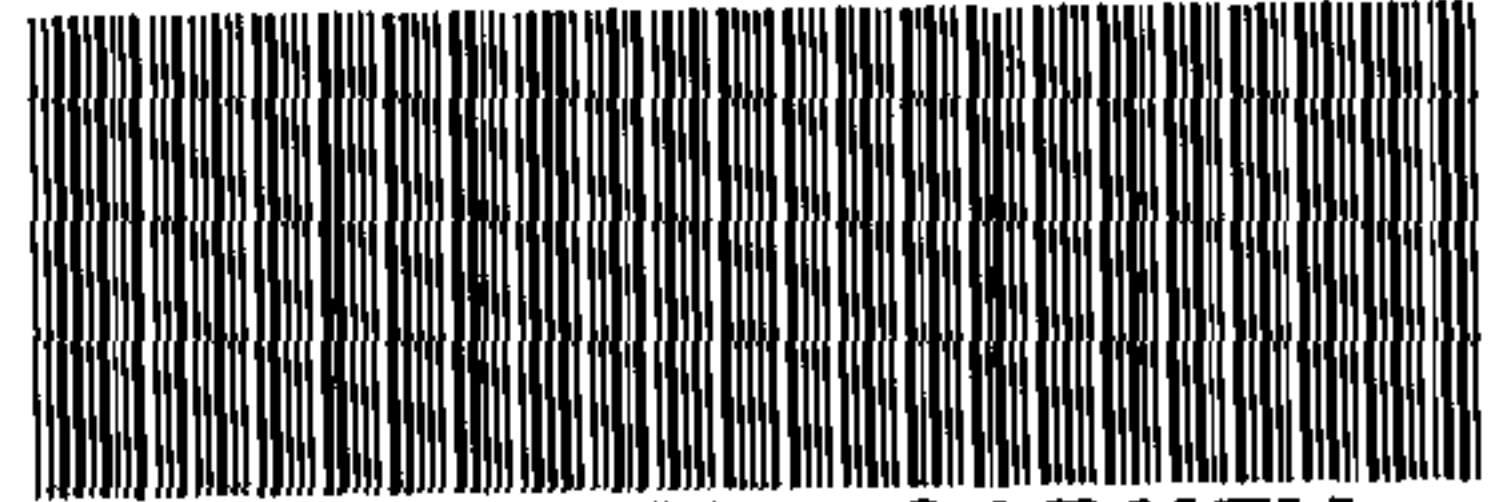
This instrument prepared by:
Morrissey & Robinson
1301 W. 22nd Street — #401
Oak Brook, Illinois 60523
630-571-1300

Property Address:
(a) 6 S 465 Richmond Ave.
Westmont, IL 60559

(b) 6013 S. Richmond Ave.
Westmont, IL 60559

Permanent Index No: 09-15-400-024,
09-15-400-025, and 09-15-400-026

Please return to:
Village of Westmont
Attn: Mr. Steven Penczak
31 West Quincy
Westmont, Illinois 60559



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

MAY 15, 2000

2:45 PM

OTHER

09-15-301-012

027 PAGES

R2000-071956

Recorder's Stamp

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this 17th day of April, 2000, by and among the Village of Westmont, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (the "VILLAGE") by and through its Mayor and Board of Trustees (collectively, the "Corporate Authorities"), and JAMES McNAUGHTON BUILDERS, INC. (the "OWNER").

WITNESSETH

WHEREAS, the OWNER is the holder of legal title to parcels of land consisting collectively of approximately 2.39 acres located on the east side of Richmond Avenue south of 59th Street in unincorporated DuPage County, Illinois, such PROPERTY having the legal description, permanent index numbers, and common addresses as set forth on Exhibit A attached hereto and made a part hereof by this reference (herein the "PROPERTY"); and

WHEREAS, it is the intention of the parties to enter into this Development Agreement for reducing to writing the covenants and agreements which have been previously reached between the parties in connection with the development of the PROPERTY in such a manner to ensure compliance with the zoning ordinance for the Village of Westmont, DuPage County, Illinois;

WHEREAS, the parties wish to enter into this Development Agreement with respect to the development and use of the PROPERTY and note that the PROPERTY has been rezoned from County R-4 to VILLAGE R-3 single family dwelling residential zoning and has been subdivided into six (6) residential lots and one (1) detention pond outlot; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions herein set forth, the OWNER and the VILLAGE agree as follows:

1. RECITALS - The provisions of the Recitals set forth above are hereby restated and incorporated herein by reference.

2. ANNEXATION - A Petition for Annexation of the PROPERTY to the Village of Westmont, Illinois, conditioned upon the terms and provisions of this Development Agreement was filed with the Village Clerk by the OWNER and was approved by the VILLAGE. Such Petition was prepared, executed and filed in accordance with 65 ILCS 5/7-1-8 (1993), and the ordinances and other requirements of the VILLAGE.

3. PUBLIC HEARINGS/NOTICE - Such public hearings as were necessary to enable the VILLAGE lawfully to grant R-3 Single Family Dwelling Residential District zoning classification for the PROPERTY were conducted upon proper notice. No further action was taken by the Owner to cause the PROPERTY to be rezoned as an R-3 single family dwelling residential District or to receive approval of the final plat of subdivision for the six (6) residential lot subdivision along with one (1) detention pond outlot (the "Development").

4. REZONING AND SUBDIVISION - The VILLAGE has adopted an ordinance zoning and classifying the PROPERTY as an R-3 District under the provisions of the VILLAGE'S zoning ordinance.

The Village has approved a final plat of subdivision, subdividing the PROPERTY into a total of six (6) residential lots and one (1) detention pond outlot, all as substantially set forth in Exhibit C attached hereto and made a part hereof.

5. MAXIMUM-FLOOR AREA RATIO - The OWNER and the VILLAGE acknowledge that the maximum floor area ratio applicable to the subdivided lots at the PROPERTY is .50 and that, in the determination of the "floor area" and the "floor area ratio" (as such terms are defined in Article XIV of the Westmont Code) as to any particular lot at the PROPERTY, the square footage of any story of an intended residential improvement at the PROPERTY which conforms with the current definition of "Cellar" as stated in Paragraph (36) of Article XIV of the Westmont Code, shall not be included.

6. BINDING EFFECT - This Agreement shall be binding upon the OWNER, as well as upon any other of the OWNER'S successors, assigns, executors, lessees, and heirs, and upon all successor VILLAGE officials and successor municipalities. This Agreement shall constitute a covenant running with the land and shall be binding upon all persons taking an interest or right in PROPERTY after the date of this Agreement. Any person acquiring any rights or interest in the PROPERTY after the date of this Agreement shall be bound by the terms thereof, and shall be deemed to have accepted and approved this Agreement in full.

7. PARK DISTRICT ANNEXATION - The OWNER has caused the PROPERTY to be annexed into the Westmont Park District.

8. CONNECTION TO VILLAGE WATER SYSTEM - All fees have been paid, the recapture agreements have been complied with as applicable and the required permits have been issued. The OWNER has therefore connected to the VILLAGE water system. The OWNER shall enjoy the same rights and abide by the same rules and regulations with respect to water service, availability, and usage as consumers and customers within the corporate limits of the VILLAGE. This provision includes, but is not limited to, any sprinkling bans or limitations which may be imposed by the VILLAGE. Because the VILLAGE water system was not available to the PROPERTY, and the OWNER elected to extend the water system to the PROPERTY and the OWNER is therefore responsible for all costs associated with such extension, including but not limited to, all applicable water main, valve, valve box and fire hydrant installations, engineering plan preparation, engineering plan review, improvement letter of credit (in the amount of 110% of the water main), water main inspection costs, parkway restoration, recapture fee (if applicable), and water service line installation.

The VILLAGE reserves the right to require a permit, ongoing inspections, and assess permit and or inspection fees in connection with the construction of all public improvements with the exception of any sanitary sewers. The OWNER agrees to obtain an engineering permit and pay such applicable engineering permit and inspection fees as deemed necessary by the Village Engineer.

9. COST RECOVERY - The Municipal Code of the VILLAGE contains cost recovery provisions which allow the VILLAGE to recover costs associated with the review of applications such as Petitions for Annexation and Development Agreements. The OWNER shall submit a complete Cost Recovery Form at the time of submittal of this Agreement and pay all costs associated with the review of this Agreement, annexation of the PROPERTY, and extension of the water system of the VILLAGE (if applicable). JMBI shall reimburse the VILLAGE for its reasonable attorney's fees up to a maximum of Two Thousand (\$2,000.00) Dollars.

10. ENGINEERING PLANS - The OWNER has submitted preliminary and final engineering plans and specifications prepared by William F. Lorek, P.E. to the VILLAGE which have been approved. The VILLAGE shall approve all final engineering plans which comply with the land development code and federal and state law and which are in substantial conformity with the approved preliminary engineering.

11. LAND DEVELOPMENT IMPACT FEES - The OWNER covenants not to sue and releases the Village from any and all liability relating to the collection, use and investment of the impact fees. After recording a final plat of subdivision, and upon the issuance of each individual building permit, the OWNER shall pay to the VILLAGE impact fees for the Westmont Library, the Westmont Park District, and School Districts 60 and 86 in the amounts as follows:

	3 Bedroom Home	4 bedroom Home	5 bedroom Home
Westmont Library	\$ 192.25	\$ 225.50	\$ 279.00
Westmont Park District	\$2,625.00	\$3,125.00	\$3,875.00
School District #60	\$2,500.00	\$3,000.00	\$4,625.00
School District #86	<u>\$1,000.00</u>	<u>\$1,375.00</u>	<u>\$ 1,875.00</u>
Total	\$6,317.25	\$7,725.50	\$10,654.00

The impact fees shall be distributed by the VILLAGE to the Westmont Library, the Westmont Park District, and School Districts 60 and 86 through the VILLAGE'S usual procedure for such payments. No other impact fees shall be due from or imposed upon OWNERS or JMBI except for the DuPage County transportation impact fees and such other fees required by third parties. The impact fees listed herein shall be frozen for five (5) years from the date of the Agreement.

12. SANITARY SEWERS AND TREATMENT FACILITIES - The PROPERTY is within the boundaries of the Hinsdale Sanitary District (the "District"). The OWNER has therefore petitioned the District for service from its sanitary sewers and treatment facilities.

13. DEDICATION OF IMPROVEMENTS.

(a) The final plat of subdivision dedicated all streets and improvements depicted thereon (excluding sanitary sewers) to the VILLAGE and the sanitary sewers to the District. Upon Owner's completion of the required street improvements and acceptance thereof by the VILLAGE, the Owner or his successors and assigns shall dedicate and convey such improvements to the VILLAGE for public use and maintenance thereof.

(b) Owner or his successors and assigns shall retain title to the detention pond outlot and shall eventually convey such outlot to the Fairfield V Community Association. Maintenance and upkeep of the detention pond outlot and any unpaved "island" portion of a dedicated street or roadway, shall be the sole responsibility of the Fairfield V Community Association.

14. RECAPTURE OF WATER MAIN EXTENSION - As part of its requirements with respect to off-site utility improvements, the OWNER has agreed to construct and install a water main extension from a point on the north side of 59th Street adjacent to the Fairfield I Subdivision running easterly on a line which is north of, and parallel to, 59th Street to a point directly north of the Richmond Avenue right-of-way then running southerly across 59th Street and continuing in the Richmond Avenue right-of-way to the PROPERTY. The water main installed parallel to 59th Street will be a 12" main and the water main installed along Richmond Avenue will be an 8" main. It is understood and acknowledged by the parties to this Agreement that, in the event the parcel(s) located between the PROPERTY and 59th Street and the parcels immediately west of the PROPERTY on the west side of Richmond Avenue to and including the parcel located at the southwest corner of 59th Street and

Richmond Avenue, are annexed, subdivided and re-zoned by the VILLAGE, such parcel(s) and the respective owners thereof will benefit from the prior installation of the water main extension by the OWNER. In recognition of such prospective benefits to such parcels and to their respective owners, the OWNER may recapture a pro-rata share of the cost of the installation of the water main extension including incremental costs for related public utilities and public improvements, and such overall costs shall be equal to an amount agreed upon by the OWNER and the VILLAGE pursuant to the terms of a Recapture Agreement executed in a form substantively and substantially similar to that attached hereto as Exhibit D.

15. RICHMOND AVENUE RIGHT-OF-WAY - Richmond Avenue shall be extended and terminate in a cul-de-sac within the Fairfield V development. Richmond Avenue shall be widened to twenty-seven (27) feet with the benefit of curbs on both sides of the street commencing at the north boundary of the Fairfield V development and continuing south into and around the cul-de-sac of the development.

16. RECAPTURE OF STREET IMPROVEMENTS. The OWNER and its successors and assigns and the VILLAGE agree with respect to the widening and other improvements to Richmond Avenue by the OWNER that, in the event the parcel located on the west side of Richmond Avenue directly across from the PROPERTY is subdivided, such parcel will benefit from the Richmond Avenue improvements, and thus the OWNER may recapture a prorata share of the costs of the Richmond Avenue improvements equal to an amount agreed upon by the VILLAGE and the OWNER or its successors and assigns pursuant to the terms of a Recapture Agreement with such terms and in such form as have been determined by the VILLAGE and the OWNER or its successors and assigns.

17. CONFLICT IN REGULATIONS - The provisions of this Agreement shall supercede the provisions of any ordinance, code, policy or regulation of Westmont which may be in conflict with the provisions of this Agreement. Pursuant to the requirements of the statute, the Corporate Authorities shall adopt such ordinances as may be necessary to put into effect the terms and provisions of this Agreement.

18. CHANGES IN REGULATIONS - Except as otherwise provided for herein, it is understood and agreed that the zoning, land development, subdivision control, planning development, building code and all other ordinances, including all fees and charges of the VILLAGE shall not be frozen during the terms of this Agreement, and such ordinances as the same may from time to time be amended and enforced through VILLAGE shall apply to the PROPERTY. Notwithstanding the foregoing, it is presently understood and agreed by the parties that, during the first five years of the term of this Agreement, the impact fees as set forth in paragraph 11 of this Agreement shall be frozen during the first five years of the term of this Agreement. It is further understood and agreed by the parties that during the first five years of the term of this Agreement that no use permitted under the zoning classification to be granted pursuant to this Agreement shall be denied to the INDIVIDUAL OWNERS and JMBI or to their successor and assigns, and that the requirements of the R-3 zoning classification which are in effect at the time of execution of this Agreement for

setbacks, yards, height of structures, and floor area ratio shall be applicable to the PROPERTY, and the PROPERTY shall not be subject to any amendments thereto during the first five years of the term of this Agreement.

19. INDEMNIFICATION - The OWNER agrees to indemnify, defend, protect, and hold harmless the VILLAGE from any claim, demand, lawsuit, or judgment and expenses, including court costs and attorney and witness fees, related in any way to this Agreement (except as related to or resulting from the gross negligence or wilful misconduct of the VILLAGE). In the event of such claim, demand, lawsuit, or judgment, the VILLAGE in its sole and absolute discretion shall have the right to select its counsel.

20. CONFLICT - In the event that a conflict with respect to the terms of this Agreement occurs between the OWNER and the VILLAGE, the VILLAGE and the OWNER shall have the right to retain their own counsel for legal representation in such conflict.

21. MISCELLANEOUS.

(a) CONTROLLING EFFECT: All provisions, conditions, and regulations as set forth in this Agreement and the documents or plans to which it refers shall supercede all VILLAGE ordinances, codes and regulations that are in conflict with the Agreement, if any, as they may apply to the PROPERTY. However, where this Agreement is silent, the VILLAGE ordinances apply and control.

(b) BENEFIT: This Agreement shall inure to the benefit of (i) the OWNER, and the successors and assigns of the OWNER in title to all or any part of the PROPERTY and (ii) the VILLAGE and the Corporate Authorities and their respective successors in interest.

(c) TERM: The Agreement shall be valid and binding for a term of five (5) years.

(d) AMENDMENT: This Agreement may be amended from time to time with the consent of the parties hereto (or any successors thereto) pursuant to the statutes in such case made and provided.

(e) NOTICES: All notices hereunder shall be in writing and must be served personally or by registered or certified mail to:

1. VILLAGE at: Village of Westmont
c/o Village Manager
31 West Quincy
Westmont, Illinois 60559

2. OWNER at: Mr. James H. McNaughton
James McNaughton Builders, Inc.
123 East Ogden Avenue, Suite 202
Hinsdale, Illinois 60521

3. To such other person or place which any party hereto shall designate in writing for notice from the other parties hereto.

(f) SEVERABILITY: In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained within this Agreement, is held to be invalid by any court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portion thereof.

(g) ENFORCEABILITY: This Agreement shall be enforced in any court of competent jurisdiction, by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the covenants contained herein.

(h) GENDER: Unless the provisions of this Agreement require otherwise, words imparting the masculine gender shall include the feminine; words imparting the singular number shall include the plural; and words imparting the plural shall include the singular.

(i) CAPTIONS AND HEADINGS: The captions and headings incorporated herein are for convenience only and are not a part of this Agreement.

(j) RECORDING: This Development Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, within five (5) days after execution of this Development Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF WESTMONT, a municipal
corporation, County of DuPage, State
of Illinois

By: 
William Rahn, Mayor

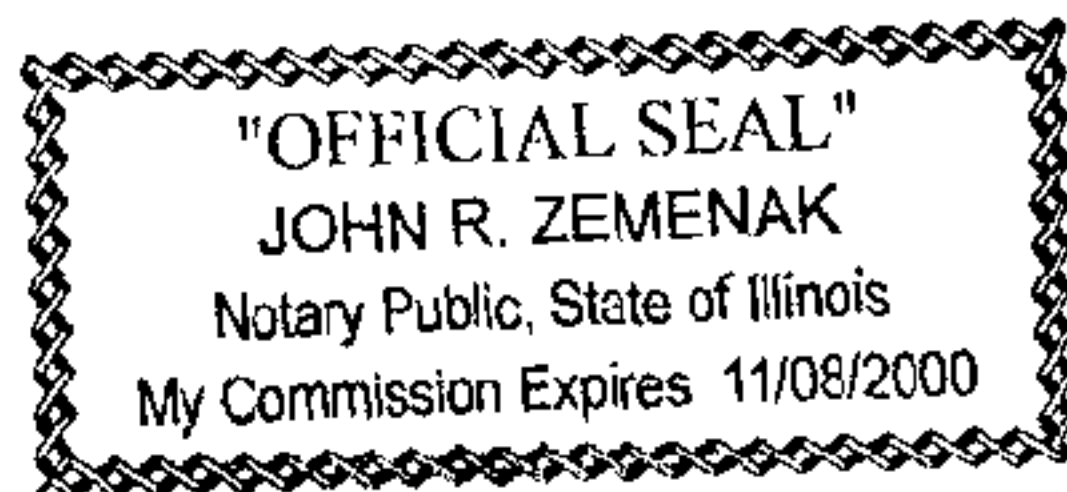
ATTEST:

By: 
Virginia Szymiski,
Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mayor, WILLIAM RAHN and Village Clerk, VIRGINIA SZYMSKI, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Westmont for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the municipal seal of said Village, caused the municipal seal of said Village to be affixed to said instrument as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 2000.



John R. Zemenak

Notary Public

JAMES McNAUGHTON BUILDERS, INC.,
individually and as beneficiary under COLE
TAYLOR BANK as Trustee under Trust
Agreement dated April 1, 1995, and known
as Trust Number 952086.

By: _____

Steven R. Gregory

STEVEN R. GREGORY
Vice President

ATTEST: _____

James H. McNaughton

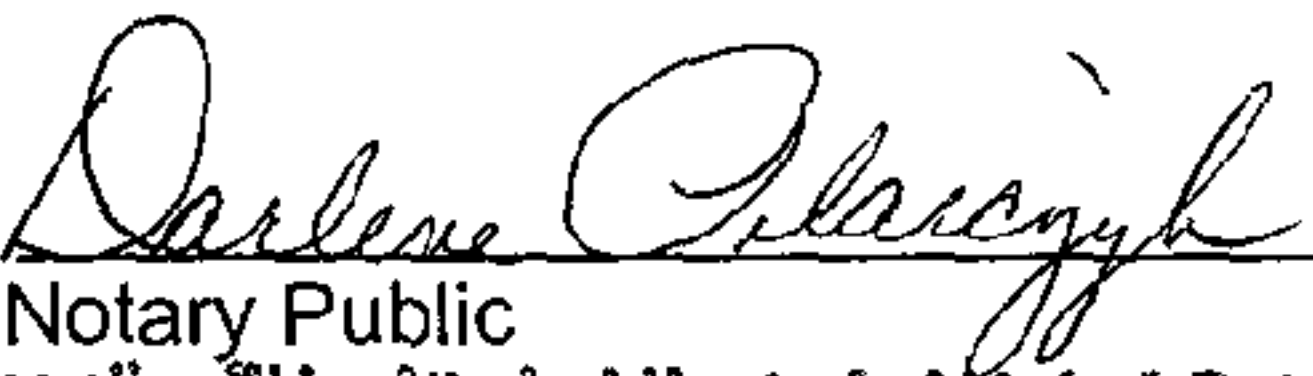
JAMES H. McNAUGHTON
President

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE)

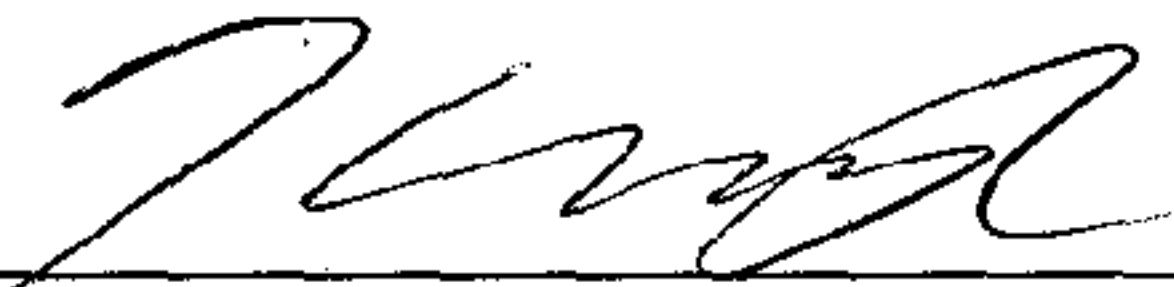
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that STEVEN R. GREGORY, Vice President of JAMES McNAUGHTON BUILDERS, INC., an Illinois corporation, and JAMES H. McNAUGHTON, President of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of JAMES McNAUGHTON BUILDERS, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of April, 2000.

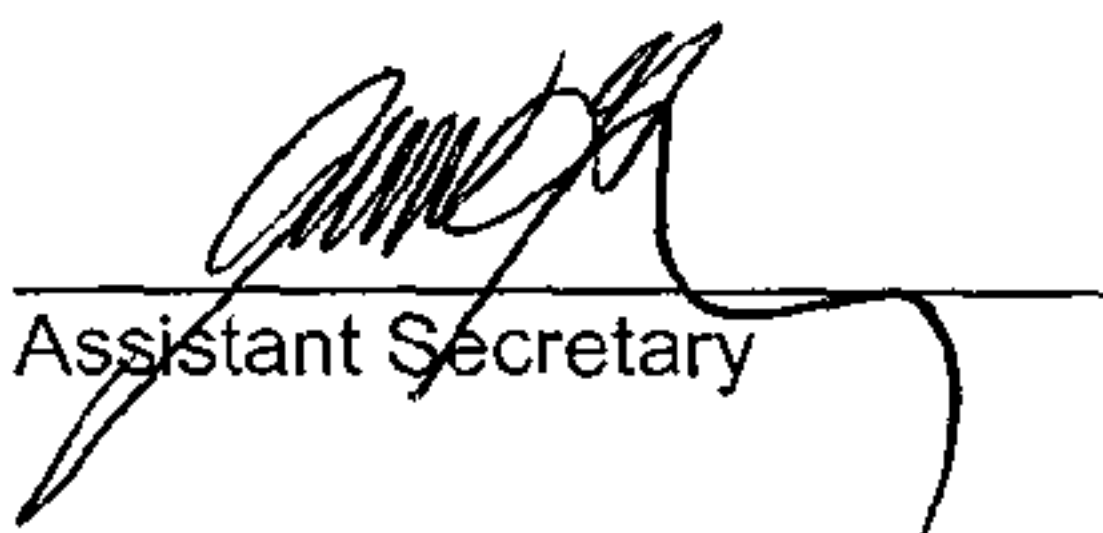



Notary Public
Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

COLE TAYLOR BANK as Trustee under Trust Agreement dated April 1, 1995, and known as Trust Number 952036, and not personally

By: 
Land Trust Officer

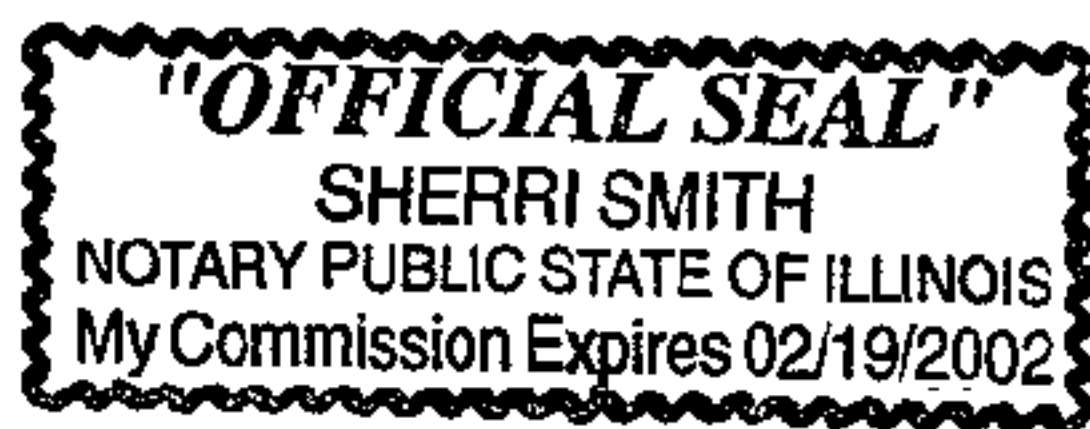
ATTEST:


Assistant Secretary

STATE OF ILLINOIS)
 COOK)SS.
COUNTY OF ~~DUPAGE~~)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Land Trust Officer and Assistant Secretary of the COLE TAYLOR BANK, Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of April, 2000.





Notary Public

LIST OF EXHIBITS

- A. Legal description of Property
- B. Petition for Annexation
- C. Final Plat of Subdivision
- D. Recapture Agreement (Water Main)

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE)

**EXHIBIT B TO DEVELOPMENT
AGREEMENT (FAIRFIELD V)
PETITION FOR ANNEXATION**

**IN THE MATTER OF THE PETITION FOR ANNEXATION OF
CERTAIN PROPERTY TO THE VILLAGE OF WESTMONT
DUPAGE COUNTY, ILLINOIS**

To: THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTMONT
DU PAGE COUNTY, ILLINOIS

The undersigned Petitioners hereby present to the Mayor and Board of Trustees of the Village of Westmont their Petition for Annexation and state as follows:

1. THAT the Petitioners **COLE TAYLOR BANK**, in its trustee capacity hereinafter described, and **JAMES McNAUGHTON BUILDERS, INC.** are, respectively, the owner of record and the beneficial owner of the real property located in the County of DuPage, State of Illinois, having the following legal descriptions, permanent index numbers, and common addresses:

Tract 1:

The south 82.5 feet of the north 247.5 feet of the west half of lot 31 in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-024

Common Address: 6 S 465 Richmond Avenue
 Westmont, Illinois 60559

Tract 2:

The west half of lot 31 (except the north 247.5 feet thereof) in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-025

Common Address: 6 S 465 Richmond Avenue
 Westmont, Illinois 60559

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description of Property

Tract 1:

The south 82.5 feet of the north 247.5 feet of the west half of lot 31 in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-024

Common Address: 6 S 465 Richmond Avenue
Westmont, Illinois 60559

Tract 2:

The west half of lot 31 (except the north 247.5 feet thereof) in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-025

Common Address: 6 S 465 Richmond Avenue
Westmont, Illinois 60559

Tract 3:

The west half of lot 31 (except the south 166.01 feet thereof) in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-026

Common Address: 6013 S. Richmond Avenue
Westmont, Illinois 60559

Tract 3:

The west half of lot 31 (except the south 166.01 feet thereof) in Clarendon Hills Acres Estates, being a subdivision of the S.E. quarter of Section 15, Township 38 North, Range 11 east of the third principal meridian, according to the plat thereof recorded April 19, 1956 as document 797120 in DuPage County, Illinois.

Permanent Index Number: 09-15-400-026

Common Address: 6013 S. Richmond Avenue
Westmont, Illinois 60559

2. THAT as of the date of this Petition the aforescribed real property when taken as a whole is contiguous to the existing boundaries of the Village of Westmont.
3. THAT said real property is not within the corporate limits of any municipality.
4. THAT Petitioner COLE TAYLOR BANK in its trustee capacity described below is the contract purchaser of the entirety of said property.
5. THAT Petitioner JAMES McNAUGHTON BUILDERS, INC. is the sole beneficiary of the COLE TAYLOR BANK Trust described below.
6. THAT this Petition may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

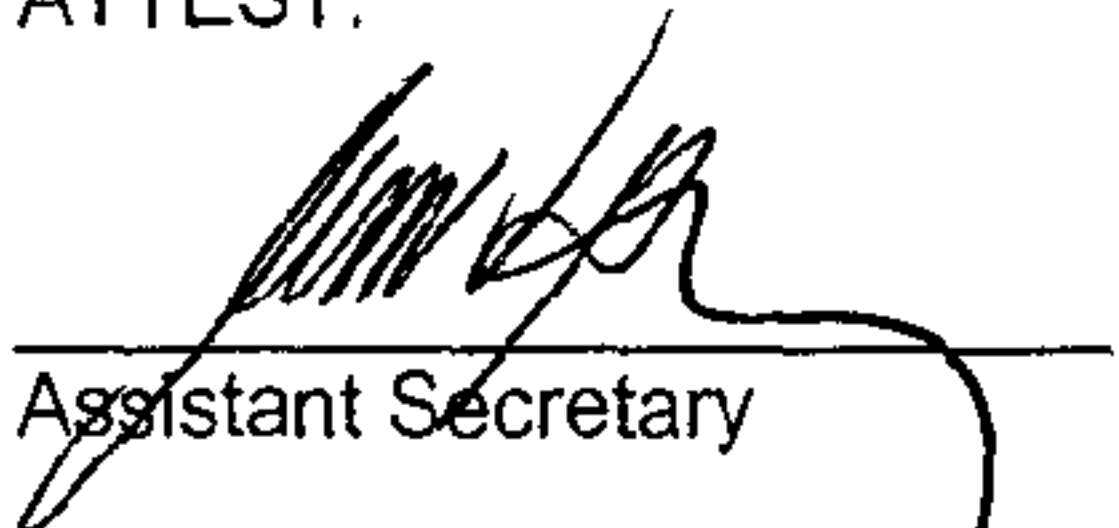
WHEREFORE, the undersigned Petitioners request annexation of said real property into the Village of Westmont.

Dated this 2ND ^{MAY} day of ~~April~~, 2000.

COLE TAYLOR BANK as Trustee under
Trust Agreement dated April 1, 1995, and
known as Trust Number 952036, and not
personally

By: 
Land Trust Officer

ATTEST:

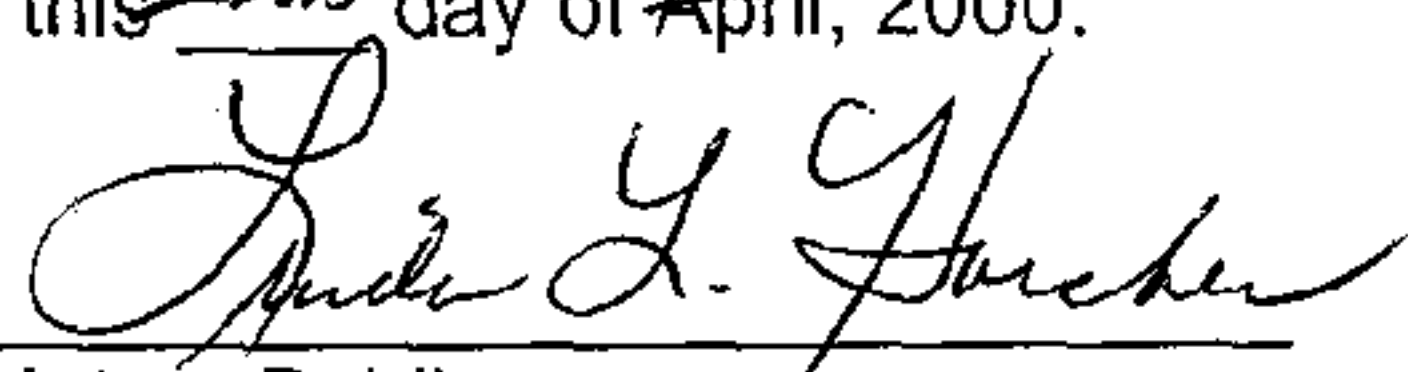

Assistant Secretary

STATE OF ILLINOIS)
 COOK) SS.
COUNTY OF ~~DUPAGE~~)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Land Trust Officer and Assistant Secretary of the COLE TAYLOR BANK, Trustee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ^{17th}~~2nd~~ day of April, 2000.



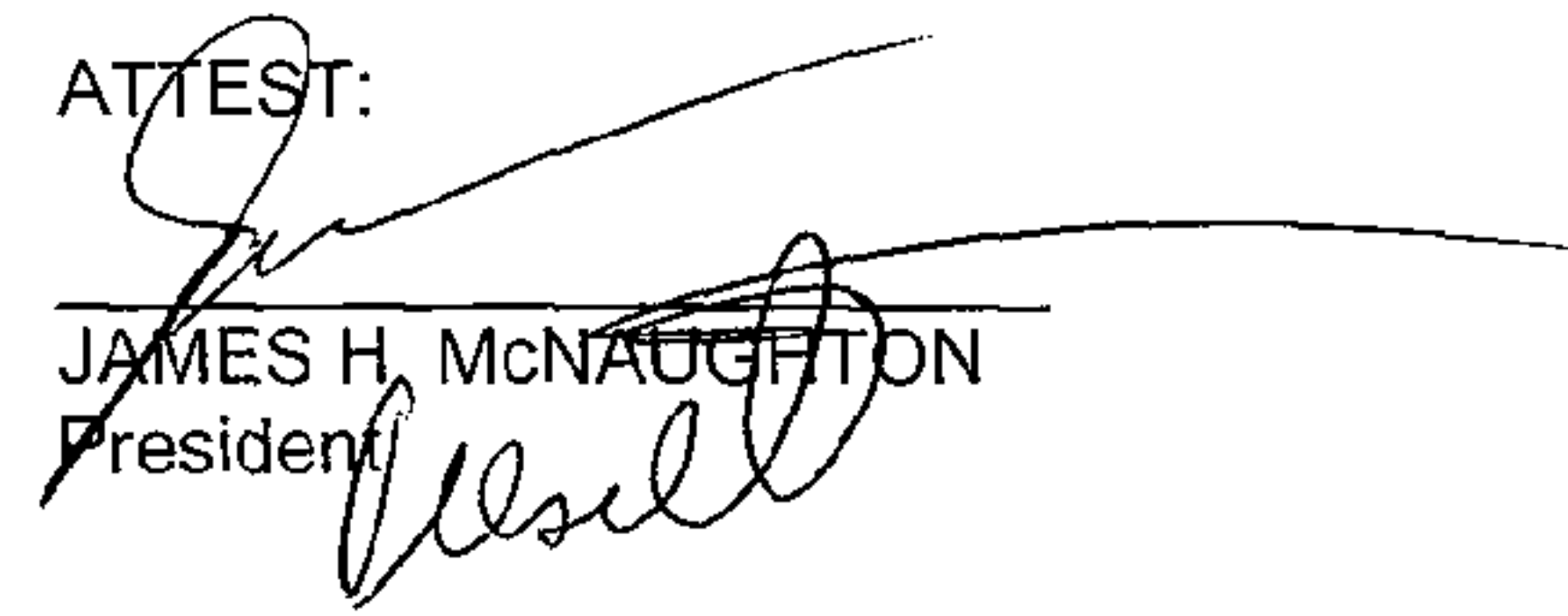

Notary Public

JAMES McNAUGHTON BUILDERS, INC.,
individually and as beneficiary under COLE
TAYLOR BANK as Trustee under Trust
Agreement dated April 1, 1995, and known
as Trust Number 952036.

By: 

STEVEN R. GREGORY
Vice President

ATTEST:


JAMES H. McNAUGHTON
President

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE)

I, Darlene Pilarczyk, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that STEVEN R. GREGORY, Vice President of JAMES McNAUGHTON BUILDERS, INC., an Illinois corporation, and JAMES H. McNAUGHTON, President of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of JAMES McNAUGHTON BUILDERS, INC., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of ^{MAX}~~April~~, 2000.



Darlene Pilarczyk
Notary Public

EXHIBIT C TO DEVELOPMENT AGREEMENT

FINAL PLAT OF SUBDIVISION



PLAT 15
FEB. 15, 2000
R2000-022862

STATE OF ILLINOIS
COUNTY OF DU PAGE
JAMES M. McANDREW
JAMES M. McANDREW & ASSOCIATES, INC.
123 E. Ogden Ave.
Hinsdale, IL 60521

STATE OF ILLINOIS
COUNTY OF DU PAGE
JAMES M. McANDREW
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123 E. Ogden Ave.
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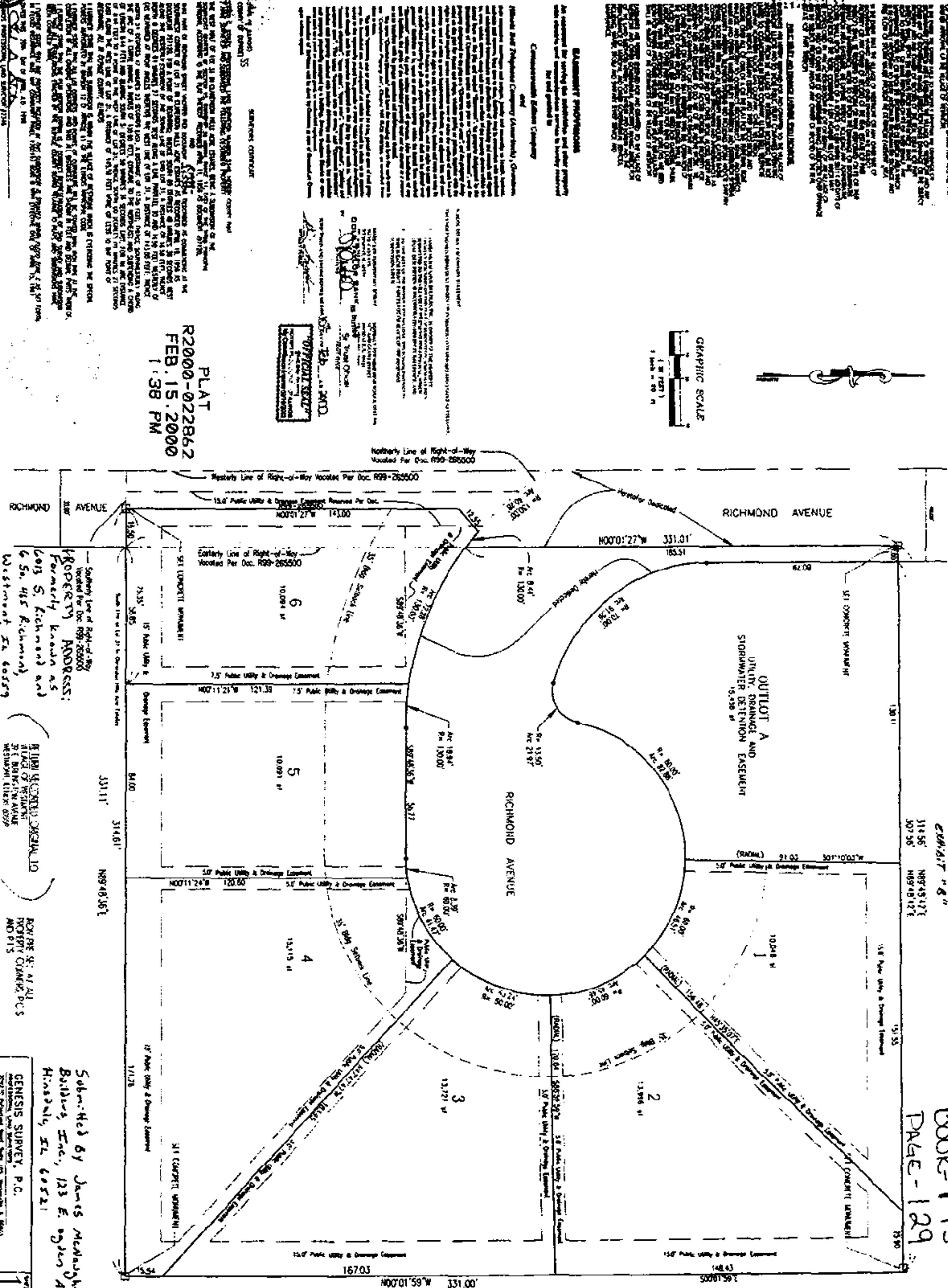
STATE OF ILLINOIS
COUNTY OF DU PAGE
JAMES M. McANDREW
JAMES M. McANDREW & ASSOCIATES, INC.
123 E. Ogden Ave.
Hinsdale, IL 60521

STATE OF ILLINOIS
COUNTY OF DU PAGE
JAMES M. McANDREW
JAMES M. McANDREW & ASSOCIATES, INC.
123 E. Ogden Ave.
Hinsdale, IL 60521

FAIRFIELD V
A SUBDIVISION IN THE SOUTH-EAST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS

BOOK-195
PAGE-129

P.L.M. 09-15-400-024
09-15-400-025
09-15-400-026



PLAT
R2000-022862
FEB. 15, 2000
1:38 PM

ADDRESS:
Formerly known as
603 S. Richmond and
603 S. Ogden
Westmont, IL 60559

ALL RIGHTS RESERVED
BY JAMES M. McANDREW & ASSOCIATES, INC.
123 E. Ogden Ave.
Hinsdale, IL 60521

Submitted by James McAndrew
Building, Inc., 123 E. Ogden Ave.
Hinsdale, IL 60521
GENESIS SURVEY, P.C.
123 E. Ogden Ave.
Hinsdale, IL 60521

EXHIBIT D TO DEVELOPMENT AGREEMENT

RECAPTURE AGREEMENT (Water Main)

F:\dina\mcnaughton, james\fairfield \development agreement 2-25-00.doc.wpd

RECAPTURE AGREEMENT

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

MORRISSEY & ROBINSON
1301 W. 22nd Street, #401
Oak Brook, Illinois 60523

EXHIBIT D TO DEVELOPMENT AGREEMENT
FAIRFIELD V

RECORDER'S STAMP

IN REGARD TO THE CONSTRUCTION OF THE RICHMOND AVENUE EXTENSION OF THE MUNICIPAL WATER SYSTEM OF THE VILLAGE OF WESTMONT, ILLINOIS

THIS RECAPTURE AGREEMENT ("Agreement") is made this 17th day of April, 2000, by and between the Village of Westmont, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (the "Village"), and JAMES MCNAUGHTON BUILDERS, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois ("JMBI").

WITNESSETH:

WHEREAS, JMBI as sole beneficiary of Cole Taylor Bank Trust Agreement dated April 1, 1995, known as Trust No. 952036, owns 2.39 contiguous acres of land, more or less, situated east of Western Avenue south of 59th Street, in that certain part of the Village described as follows:

LOTS 1, 2, 3, 4, 5, 6, OUTLOT A IN FAIRFIELD V SUBDIVISION, BEING A RESUBDIVISION OF LOT 31 IN CLARENDON HILLS ACRES ESTATES, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED FEBRUARY 15, 2000, AS DOCUMENT #R2000-022862, IN DUPAGE COUNTY, ILLINOIS.

WHEREAS, JMBI has developed and is now developing its land as a subdivision of single-family residences under the designation "Fairfield V Subdivision"; and

WHEREAS, JMBI's land was not served by a water system prior to annexation to Village and JMBI has requested the Village to provide municipal water service for the benefit of the Fairfield V Subdivision; and

WHEREAS, the Village determined, upon advice and recommendation of its Village Engineer, that it was in the best interests of the community that any water system to serve the Fairfield V Subdivision be designed, constructed, and routed in such manner as to be capable of serving a larger area of land, part of which lies in such relation to the Village limits that it may be annexed to the Village in the future, pursuant to then existing law and pursuant to such action as the Corporate Authorities of the Village, in their discretion, may wish to take from time to time; and

WHEREAS, the Village was unable to provide an extension its water system as necessary to serve the Fairfield V Subdivision because of lack of funds for this purpose; and

WHEREAS, JMBI offered to construct an extension of the Village's water system along the north side of 59th Street commencing at the east side of Fairfield V and extending to the east side of the Richmond Avenue and 59th Street intersection which water main will then run parallel to the east side of Richmond Avenue and extend to the south to the southeast corner of Fairfield V (the "Richmond Avenue Water Main Extension") upon the understanding that the Village would provide by appropriate ordinance or agreement and related procedures for JMBI as the developer to recapture an equitable portion of the cost thereof from other lands to benefit therefrom upon connection thereof to said Richmond Avenue Water Main Extension; and

WHEREAS, the Village has accepted the above offer, and the terms and conditions relating thereto were incorporated in the Development Agreement dated April __, 2000 (the "Development Agreement"), by and among the Village and, JMBI; and

WHEREAS, the construction of the Richmond Avenue Water Main Extension has been fully completed by JMBI at its own expense;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Village and JMBI agree as follows:

RICHMOND AVENUE WATER MAIN EXTENSION

Section 1. The Richmond Avenue Water Main Extension heretofore completed by JMBI is hereby approved and accepted, being substantially in accordance with the Development Agreement and with the plans and specifications heretofore approved by the Village Engineer that are on file in the Office of the Village Clerk.

Section 2. The entire cost of construction of the Richmond Avenue Water Main Extension (including, without limitation, costs of easements and rights-of-way and all legal and engineering fees and expenses, but excluding all costs relating to lateral mains within the Fairfield V Subdivision connected to said water main extension solely for the purpose of providing service within the subdivision) has been determined by the Village to be \$24,149.10.

Section 3. The parcels that may benefit and their pro rata share of the recapture are legally described as follows:

THE SOUTH 229.57 FEET OF THE EAST 205.48 FEET OF LOT 22 IN BRANIGAR BROS. FIFTY-FIFTH STREET FARMS, A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT SCHOOL LOT) OF SECTION 15 AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-15-301-012

COMMON ADDRESS: 6 S 470 Richmond Avenue
Westmont, Illinois 60559

RECAPTURE ALLOCATION: 229.57 feet of frontage \$4,431.44

* * *

LOT 1 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 OF CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED APRIL 9, 1956, AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-15-400-001

COMMON ADDRESS: 401 East 59th Street
Westmont, Illinois 60559

RECAPTURE ALLOCATION: 191.01 feet of frontage \$3,687.11

* * *

LOT 6 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956, AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 09-15-400-006

COMMON ADDRESS: 6 S 435 Richmond Avenue
Westmont, Illinois 60559

RECAPTURE ALLOCATION: 100.00 feet of frontage \$1,930.32

* * *

Section 4. Before the Richmond Avenue Water Benefit Area, or any part thereof, shall be connected, directly or indirectly, to the Richmond Avenue Water Main Extension, the applicant for water connection shall pay to the Village Treasurer a water main extension recapture fee determined on the basis of multiplying \$19.303219 times the lineal front footage of each lot line of the applicant's properly contiguous to Richmond Avenue to be so connected for the use, benefit, and purposes herein specified. Fractional acres shall be charged a pro rata share of the prescribed water main extension recapture fee.

The Village Treasurer shall pay over to JMBI all recapture fees upon receipt thereof until JMBI shall have recovered the aggregate sum of \$10,048.87 in recapture fees.

GENERAL

Section 5. The proper officers of the Village shall make all reasonable efforts to make the collections of recapture fees payable with respect to the Richmond Avenue Water Main Extension but shall not be obligated to bring any suit to enforce the collection of same nor shall the Village or any of its officials be liable in any manner for failure to make the collections. The Village and its officials shall have no obligation to make the collections of any recapture fees with respect to any parcel or portion thereof that is part of the Richmond Avenue Water Benefit Area which, while possibly being annexed to the Village, is not connected to the Richmond Avenue Water Main Extension and does not otherwise benefit therefrom.

Section 6. Nothing herein shall limit or in any way affect the rights of the Village to collect other fees and charges pursuant to Village ordinances, resolutions, motion, or policies including, but not limited to, water connection and sewer connection charges, as the water and sewer recapture fees provided for herein are in addition to other Village fees and charges.

Section 7. By reason of the completion of the installation of the Richmond Avenue Water Main Extension and the acceptance of the related work by the Village Engineer, the same has become the property of the Village. Hereafter, the Village, without cost to JMBI, shall maintain and repair the water and sewer systems pursuant to Village policies and ordinances in effect from time to time.

Section 8. JMBI has approved this Agreement as being in conformity with the undertaking between itself and Village relating to the construction of the Richmond Avenue Water Main Extension and has agreed, upon execution and delivery of this Agreement, to execute a release to the Village of any right to reimbursement in connection thereto (other than by operation of this Agreement).

Section 9. This Agreement constitutes a contract between JMBI and the Village and may be amended by the parties from time to time without the consent of any other person or corporation owning land in the area to be served or paying connection fees after the date of the enactment hereof.

Section 10. If any provisions of this Agreement, or the application of a provision to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of a provision to persons or circumstances other than those as to which is held invalid, shall not be affected.

Section 11. This Agreement shall be in full force and effect from and after the day and year first above written.

* * *

IN WITNESS WHEREOF, the Village and JMBI have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF WESTMONT, a Municipal corporation, County of DuPage, State of Illinois

ATTEST:

By: Virginia Szynski
VIRGINIA SZYMSKI,
Village Clerk

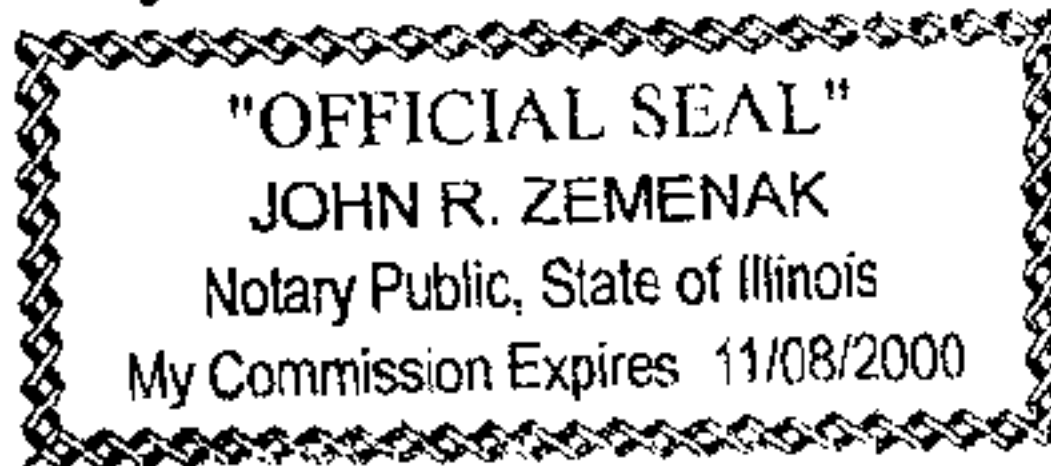
BY William Rahn
WILLIAM RAHN, Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mayor and Village Clerk of the Village of Westmont, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that he, as custodian of the municipal seal of said Village, caused the municipal seal of said Village to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 2000.

(Notarial Seal)



John R. Zemenak
Notary Public

JAMES MCNAUGHTON BUILDERS, INC.

ATTEST:

Steven R. Gregory V.P.
STEVEN R. GREGORY, Secretary
Vice President

BY James H. McNaughton
JAMES H. MCNAUGHTON, President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that JAMES H. McNAUGHTON, President of JAMES McNAUGHTON
BUILDERS, INC., and STEVEN R. GREGORY, Secretary of said Corporation, personally
known to me to be the same persons whose names are subscribed to the foregoing instrument
as such President and Secretary, respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as the free and voluntary act
of JAMES McNAUGHTON BUILDERS, INC., an Illinois corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of April, 2000.

(Notarial Seal)




Notary Public

F:\dina\mcnaughton, james\fairfield V\RECAP-AG.FFV.wpd

GENERAL EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implies, all such personal liability, if any, being expressly waived and released.

ORDINANCE NO. 25- 041
**AN ORDINANCE INVOLUNTARILY ANNEXING INTO THE VILLAGE OF
WESTMONT THE PROPERTIES LOCATED AT 5908 WESTERN AVENUE,
WILLOWBROOK, 6S435 RICHMOND AVENUE, WESTMONT, 415 E. 59TH STREET,
WESTMONT, AND 425 E. 59TH STREET, WESTMONT, ILLINOIS**

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

WHEREAS, the Village of Westmont seeks to involuntarily annex the following real properties into the Village of Westmont pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code:

- 5908 Western Avenue, Willowbrook, Illinois
- 6S435 Richmond Avenue, Westmont, Illinois
- 415 E. 59th Street, Westmont, Illinois
- 425 E. 59th Street, Westmont, Illinois

(collectively, the “Subject Properties”) (which are described by legal address and Permanent Index Number Exhibit “A” attached hereto and incorporated herein); and

WHEREAS, the Subject Properties constitute a contiguous territory of less than sixty (60) acres, which is currently located in unincorporated DuPage County, which is contiguous to the Village of Westmont, which is wholly surrounded on all sides by one or more municipalities, and which is eligible for involuntary annexation by the Village of Westmont pursuant to 65 ILCS 5/7-1-13; and

WHEREAS, legal notices regarding the intention of the Village of Westmont to involuntarily annex the Subject Properties have been published and mailed as required by law, and an affidavit of service as required by State statute is attached hereto as Exhibit “B”; and

WHEREAS, the Village of Westmont Board of Trustees desire to involuntarily annex the Subject Properties pursuant to 65 ILCS 5/7-1-1, finding that this involuntary annexation is in the public interest.

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

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

Section 2: The territory comprising the Subject Properties (as legally described in Exhibit “A” attached hereto), which is depicted on the Plat of Annexation (“Plat”) (said Plat is attached hereto as Exhibit “C” and incorporated herein), is hereby involuntarily annexed to the Village of Westmont, DuPage County, Illinois pursuant to 65 ILCS 5/7-1-13.

Section 3: The Village Clerk is hereby directed to file with the office of the Recorder of Deeds of DuPage County, and the County Clerk, a certified copy of this ordinance, together with the accurate Plat of the territory comprising the Subject Properties and the other exhibits attached hereto.

Section 4: The Subject Properties annexed under this ordinance are each hereby assigned the default zoning upon annexation of R-3 Single Family Detached Residence District. The appropriate Village official is authorized and directed to amend the Village of Westmont Zoning Map accordingly to show this rezoning.

Section 5: Subject to the conditions set forth herein in this Section 5, the Village hereby waives the requirements of Village ordinances and regulations which mandate that, upon annexation, the Subject Properties must immediately connect to the Village water system if such water system is reasonably available, and to permanently cease and cap any water wells on the Subject Properties. Instead, each of the Subject Properties must individually connect to the Village's available water supply upon the first to occur of any of the following conditions or occurrences :

- The expiration of ten (10) years from the date of this ordinance.
- Any failure of the existing private well system. Other than routine maintenance and repair, wells may not be rebuilt or re-drilled after connection to the Village water system.
- Any voluntary home improvements commencing after annexation, including but not limited to plumbing improvements, which improvements total in excess of a \$50,000 investment or which constitute an expansion of at least 30% of the existing gross square footage to the main structure. Such improvements do not include construction of or improvements to detached garages and accessory structures so long as those improvements do not adversely affect existing wells or septic fields, unless said improvements require plumbing permits and the improvements total in excess of a \$50,000.00 investment.
- Any involuntary home improvement made as a result of damage or destruction to the residential home, whether caused by natural disaster, fire, or other means, which results in damage to at least 50% of the existing gross square footage of the main structure or which damage equals 50 percent or more of the structure's market value at the date that the damage was sustained.
- Any sale of the property within this ten (10) year period, including but not limited to tax sales and foreclosures, but excluding voluntary transfers via quit claim deed made without payment by the acquiring party.
- Any subdivision of the property.

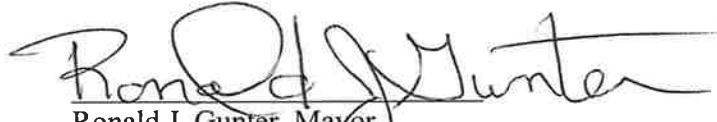
Section 6: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 7: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 3rd day of April, 2025.

Ayes: 4 Nays: 0 Absent: 2

APPROVED:


Ronald J. Gunter, Mayor

ATTEST:

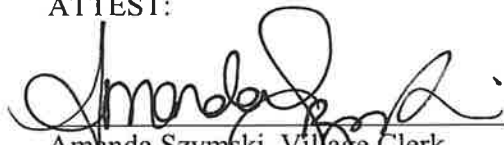

Amanda Szymanski, Village Clerk



EXHIBIT "A"

LEGAL DESCRIPTIONS AND PIN's OF SUBJECT PROPERTIES

EXHIBIT "A"
LEGAL DESCRIPTIONS AND PIN's OF SUBJECT PROPERTIES

PARCEL 1:

LOT 2 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 415 E. 59TH STREET, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-002

PARCEL 2:

LOT 4 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 425 E. 59TH STREET, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-004

PARCEL 3:

LOT 7 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 5908 WESTERN AVENUE, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-013

PARCEL 4:

LOT 6 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 6S435 RICHMOND AVENUE, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-006

EXHIBIT “B”

AFFIDAVIT OF SERVICE



**Village of Westmont
COMMUNITY DEVELOPMENT**

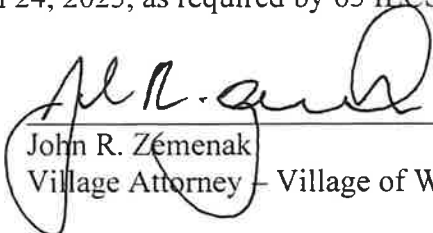
31 West Quincy Street, Westmont, Illinois 60559

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

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS.

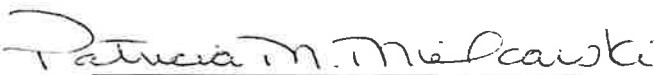
I, John R. Zemenak, Village Attorney for the Village of Westmont, being first duly sworn under oath, depose and state under oath that I caused the attached notices of annexation to be served upon the individual Trustees of the Tri-State Fire Protection District, the individual Trustees of the Indian Prairie Library District, and the Supervisor, Highway Commissioner, Clerk, and individual Trustees of Downers Grove Township by mailing true and correct copies of the same, by Certified Mail, return receipt requested, postage prepaid, on March 24, 2025, as required by 65 ILCS 5/7-1-1. I also depose and state under oath that I caused the attached notice of annexation to be served upon the individual members of the DuPage County Board by mailing true and correct copies of the same, by U.S. Mail, postage prepaid, on March 24, 2025, as required by 65 ILCS 5/7-1-13.



John R. Zemenak
Village Attorney – Village of Westmont

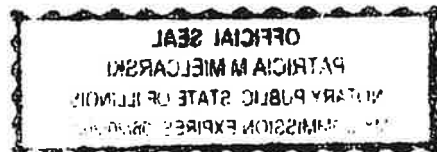
Date: March 24, 2025

SUBSCRIBED TO AND SWORN BEFORE
ME THIS 24TH DAY OF MARCH, 2025



Notary Public





NOTICE OF INVOLUNTARY ANNEXATION – VILLAGE OF WESTMONT

March 21, 2025

VIA CERTIFIED MAIL

Paul Coultrap, Township Supervisor
Lawrence Anderson, Highway Commissioner
Lorraine Grimsby, Township Clerk
Theresa McClear, Township Trustee

Abby Ferguson, Township Trustee
Dave Ricordati, Township Trustee
Kristina McCoy, Township Trustee

Downers Grove Township
4340 Prince Street
Downers Grove, IL 60515

Dear Supervisor, Highway Commissioner, Clerk, and Trustees of Downers Grove Township:

YOU ARE HEREBY NOTIFIED that the Village of Westmont has initiated a petition for involuntary annexation of the properties described below. These properties are contiguous to the Village of Westmont, they are wholly surrounded by one or more municipalities, and they comprise an area of 60 acres or less. These properties are currently located within Downers Grove Township. The petition seeks annexation pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code. The Village of Westmont Board of Trustees will vote on whether to involuntarily annex these at its public meeting scheduled for **April 3, 2025**, at 6:00 p.m., at Westmont Village Hall, 31 West Quincy Avenue, Westmont, Illinois.

The properties subject to annexation are described as follows:

6323 S. Richmond Avenue
Clarendon Hills, IL 60514
PIN: 09-22-200-002

6325 S. Richmond Avenue
Willowbrook, IL 60527
PIN: 09-22-200-024

459 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-023

458 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-022

457 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-021

6348 Western Avenue
Willowbrook, IL 60527
PIN: 09-22-200-013

6S435 Richmond Avenue
Westmont, IL 60559
PIN: 09-15-400-006

415 E. 59th Street
Westmont, IL 60559
PIN: 09-15-400-002

425 E. 59th Street
Westmont, IL 60559
PIN : 09-15-400-004

5908 Western Avenue
Willowbrook, IL 60527
PIN: 09-15-400-013

By: John R. Zemenak
Village Attorney – Village of Westmont

NOTICE OF INVOLUNTARY ANNEXATION – VILLAGE OF WESTMONT

March 21, 2025

VIA CERTIFIED MAIL

Joseph Wolski, President and Trustee
Danielle Scarpelli, Trustee
Michael Mensinger, Trustee
Tri-State Fire Protection District
419 Plainfield Road
Darien, IL 60561

Dear Tri-State Fire Protection District Trustees:

YOU ARE HEREBY NOTIFIED that the Village of Westmont has initiated a petition for involuntary annexation of the properties described below. These properties are contiguous to the Village of Westmont, they are wholly surrounded by one or more municipalities, and they comprise an area of 60 acres or less. These properties are currently located within Downers Grove Township. The petition seeks annexation pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code. The Village of Westmont Board of Trustees will vote on whether to involuntarily annex these properties at its public meeting scheduled for **April 3, 2025**, at 6:00 p.m., at Westmont Village Hall, 31 West Quincy Avenue, Westmont, Illinois.

The properties subject to annexation are described as follows:

6323 S. Richmond Avenue
Clarendon Hills, IL 60514
PIN: 09-22-200-002

6325 S. Richmond Avenue
Willowbrook, IL 60527
PIN: 09-22-200-024

459 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-023

458 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-022

457 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-021

6348 Western Avenue
Willowbrook, IL 60527
PIN: 09-22-200-013

6S435 Richmond Avenue
Westmont, IL 60559
PIN: 09-15-400-006

415 E. 59th Street
Westmont, IL 60559
PIN: 09-15-400-002

425 E. 59th Street
Westmont, IL 60559
PIN : 09-15-400-004

5908 Western Avenue
Willowbrook, IL 60527
PIN: 09-15-400-013

By: John R. Zemenak,
Village Attorney – Village of Westmont

NOTICE OF INVOLUNTARY ANNEXATION – VILLAGE OF WESTMONT

March 21, 2025

VIA CERTIFIED MAIL

Victoria Suriano, President and Trustee
Donald Damon, Trustee
Marian Kupicka, Trustee
Samia Wahab, Trustee
Themis Raftis, Trustee
Christina Rodriguez, Trustee
Stacy Palmisano, Trustee
Indian Prairie Public Library District
401 Plainfield Road
Darien, IL 60561

Dear Trustees of the Indian Prairie Public Library District:

YOU ARE HEREBY NOTIFIED that the Village of Westmont has initiated a petition for involuntary annexation of the properties described below. These properties are contiguous to the Village of Westmont, they are wholly surrounded by one or more municipalities, and they comprise an area of 60 acres or less. These properties are currently within the Indian Prairie Public Library District, but upon annexation, will be served by the Westmont Public Library. The petition seeks annexation pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code. The Village of Westmont Board of Trustees will vote on whether to involuntarily annex these properties at its public meeting scheduled for **April 3, 2025**, at 6:00 p.m., at Westmont Village Hall, 31 West Quincy Avenue, Westmont, Illinois.

The properties subject to annexation are described as follows:

6323 S. Richmond Avenue
Clarendon Hills, IL 60514
PIN: 09-22-200-002

6325 S. Richmond Avenue Willowbrook, IL 60527 PIN: 09-22-200-024	459 Birchwood Court Willowbrook, IL 60527 PIN: 09-22-200-023
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458 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-022

457 Birchwood Court
Willowbrook, IL 60527
PIN: 09-22-200-021

6348 Western Avenue
Willowbrook, IL 60527
PIN: 09-22-200-013

6S435 Richmond Avenue
Westmont, IL 60559
PIN: 09-15-400-006

415 E. 59th Street
Westmont, IL 60559
PIN: 09-15-400-002

425 E. 59th Street
Westmont, IL 60559
PIN : 09-15-400-004

5908 Western Avenue
Willowbrook, IL 60527
PIN: 09-15-400-013

By: John R. Zemenak
Village Attorney – Village of Westmont

NOTICE OF INVOLUNTARY ANNEXATION – VILLAGE OF WESTMONT

March 21, 2025

VIA CERTIFIED MAIL

Deborah Conroy – Chair	Cindy Cronin Cahill – Trustee	Michael Childress – Trustee
Sadia Covert – Trustee	Dawn Desart – Trustee	Grant Eckhoff- Trustee
Andrew Honig – Trustee	Lucy Chang Evans – Trustee	Kari Galassi – Trustee
Paula Deacon Garcia – Trustee	Brian Krajewski – Trustee	Lynn LaPlante – Trustee
Mary Fitzgerald Ozog –Trustee	Sheila Rutledge – Trustee	Greg Schwarze – Trustee
Sam Tornatore – Trustee	Yeen Yoo – Trustee	James Zay – Trustee
Saba Haider - Trustee		

DuPage County Board
DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Dear County Board Chair and Trustees:

YOU ARE HEREBY NOTIFIED that the Village of Westmont has initiated a petition for involuntary annexation of the properties described below. These properties are contiguous to the Village of Westmont, they are wholly surrounded by one or more municipalities, and they comprise an area of 60 acres or less. These properties are currently located within DuPage County. The petition seeks annexation pursuant to 65 ILCS 5/7-1-13 of the Illinois Municipal Code. The Village of Westmont Board of Trustees will vote on whether to involuntarily annex these properties at its public meeting scheduled for **April 3, 2025**, at 6:00 p.m., at Westmont Village Hall, 31 West Quincy Avenue, Westmont, Illinois.

The properties subject to annexation are described as follows:

6323 S. Richmond Avenue Clarendon Hills, IL 60514 PIN: 09-22-200-002	6325 S. Richmond Avenue Willowbrook, IL 60527 PIN: 09-22-200-024	459 Birchwood Court Willowbrook, IL 60527 PIN: 09-22-200-023
458 Birchwood Court Willowbrook, IL 60527 PIN: 09-22-200-022	457 Birchwood Court Willowbrook, IL 60527 PIN: 09-22-200-021	6348 Western Avenue Willowbrook, IL 60527 PIN: 09-22-200-013
6S435 Richmond Avenue Westmont, IL 60559 PIN: 09-15-400-006	415 E. 59 th Street Westmont, IL 60559 PIN: 09-15-400-002	425 E. 59 th Street Westmont, IL 60559 PIN : 09-15-400-004
5908 Western Avenue Willowbrook, IL 60527 PIN: 09-15-400-013		

By: John R. Zemenak
Village Attorney – Village of Westmont

EXHIBIT "C"

PLAT OF ANNEXATION OF SUBJECT PROPERTIES

P.L.N.: 08-15-400-002
08-15-400-003
08-15-400-004
08-15-400-005

PLAT OF ANNEXATION TO THE VILLAGE OF WESTMONT, ILLINOIS



LEGAL DESCRIPTIONS

PARCEL 1:

LOT 2 IN EILEEN THOMAS RESUBDIVISION OF LOT 2 IN CLARKSON HILLS SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED BOOK 18, PAGE 43 DOCUMENT #2005-020490, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 413 E 50TH STREET, WESTMONT, ILLINOIS 60559

TOTAL AREA 22,347.46 SQ. FT. (0.51 AC. MORE OR LESS)

PARCEL 2:

LOT 4 IN EILEEN THOMAS RESUBDIVISION OF LOT 4 IN CLARKSON HILLS SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED BOOK 18, PAGE 43 DOCUMENT #2005-020490, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 423 E 50TH STREET, WESTMONT, ILLINOIS 60559

PARCEL 3:

LOT 6 IN EILEEN THOMAS RESUBDIVISION OF LOT 6 IN CLARKSON HILLS SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED BOOK 18, PAGE 43 DOCUMENT #2005-020490, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 5006 WESTERN AVENUE, WESTMONT, ILLINOIS 60559

PARCEL 4:

LOT 7 IN EILEEN THOMAS RESUBDIVISION OF LOT 7 IN CLARKSON HILLS SUBDIVISION, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED BOOK 18, PAGE 43 DOCUMENT #2005-020490, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 6 SOUTHWEST 41ST AVENUE, WESTMONT, ILLINOIS 60559

TOTAL AREA 26,807.98 SQ. FT. (0.61 AC. MORE OR LESS)

Elizabeth M. Chaplin
DuPage County Recorder



RECORDED CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

THIS INSTRUMENT NUMBER 8205-020490

WAS FILED FOR RECORD IN THE RECORDS

AT 11:27 AM

ON 08/15/2005

BY COUNTY RECORDER

PLATE BOOK OF RECORD CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

THE ANNEXED PLAT OF ANNEXATION IS IDENTIFIED AS THAT RECORDED WITH AND MAKES A PART

OF THE VILLAGE OF WESTMONT, ILLINOIS, CHAINING RECORDS, BOOK 18, PAGE 43

ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF

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CORPORATE MAPS OF THE
VILLAGE OF WESTMONT

PROPERTY OWNER
VILLAGE OF WESTMONT

RETURN TO DUPAGE COUNTY, ILLINOIS
VILLAGE OF WESTMONT
WESTMONT, ILLINOIS 60559-1885



GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
150 E. DUNDEE BLVD.
DUNDEE, ILLINOIS 60118-4822
PHONE (815) 815-4822

RECORDED FOR VILLAGE OF WESTMONT
HAMB, B. F. REC
ORDER NO. 25-2384 REV 1

ORDINANCE NO. 26-_____
AN ORDINANCE APPROVING AN AMENDMENT TO THE CONDITIONS FOR
CONNECTING TO VILLAGE WATER CONTAINED IN ANNEXATION
ORDINANCE NO. 25-041 AS TO CERTAIN ANNEXED PROPERTIES

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

WHEREAS, on April 3, 2025, the Village of Westmont Board of Trustees approved Ordinance No. 25-041, entitled “An Ordinance Involuntarily Annexing Into The Village Of Westmont The Properties Located At 5908 Western Avenue, Willowbrook, 6S435 Richmond Avenue, Westmont, 415 E. 59th Street, Westmont, And 425 E. 59th Street, Westmont, Illinois” (the “Annexation Ordinance”); and

WHEREAS, the above-listed properties are hereinafter referred to as the “Annexed Properties”; and

WHEREAS, Section 5 of the Annexation Ordinance waived the requirement that the Annexed Properties must immediately connect to the Village water system if such water system is reasonably available, and instead this Section 5 required the Annexed Properties to connect to the Village’s available water supply upon the first to occur of any of the following conditions:

- The expiration of ten (10) years from the date of this ordinance.
- Any failure of the existing private well system. Other than routine maintenance and repair, wells may not be rebuilt or re-drilled after connection to the Village water system.
- Any voluntary home improvements commencing after annexation, including but not limited to plumbing improvements, which improvements total in excess of a \$50,000 investment or which constitute an expansion of at least 30% of the existing gross square footage to the main structure. Such improvements do not include construction of or improvements to detached garages and accessory structures so long as those improvements do not adversely affect existing wells or septic fields, unless said improvements require plumbing permits and the improvements total in excess of a \$50,000.00 investment.
- Any involuntary home improvement made as a result of damage or destruction to the residential home, whether caused by natural disaster, fire, or other means, which results in damage to at least 50% of the existing gross square footage of the main structure or which damage equals 50 percent or more of the structure's market value at the date that the damage was sustained.
- Any sale of the property within this ten (10) year period, including but not limited to tax sales and foreclosures, but excluding voluntary transfers via quit claim deed made without payment by the acquiring party.
- Any subdivision of the property.

WHEREAS, at the time that the Annexation Ordinance was passed and approved, the Village was unaware that these Annexed Properties were connected to and obtained potable water from a community well that served the Annexed Properties; and

WHEREAS, at the time that the Annexation Ordinance was passed and approved, the Village was also unaware that the above-referenced community well was located on a single property (6S435 Richmond Avenue), and that if a condition were triggered that required 6S435 Richmond Avenue to connect to Village's water system and to permanently cease and cap the community well located on this property, it would result in the loss of the potable water supply to the other Annexed Properties that are connected to the community well; and

WHEREAS, at the time that the Annexation Ordinance was passed and approved, the Village was also unaware that the Annexed Properties were subject to a 1958 agreement entitled "Instrument of Grant and Declaration of Covenants Pertaining to Community Well" that was recorded against title to these Annexed Properties and that provided for easements and obligations related to the shared use of a community well by the Annexed Properties; and

WHEREAS, as a result of now obtaining this information, the Village of Westmont Board of Trustees desires to approve this ordinance which amends the conditions contained in Section 5 of the Annexation Ordinance as to the Annexed Properties to now only require the Annexed Properties to connect to the Village's available water supply upon the failure of the community well or the disconnection of a property from the well community well or the abandonment/non-use of the community well.

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

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

Section 2: As set forth in Section 3 below, the Village is amending the conditions contained in Section 5 of Village of Westmont Ordinance No. 25-041 as to the Annexed Properties, which properties are legally described in Exhibit "A" attached hereto and which are listed below:

- 6S435 Richmond Avenue, Westmont, Illinois (09-15-400-006)
- 415 E. 59th Street, Westmont, Illinois (09-15-400-002)
- 425 E. 59th Street, Westmont, Illinois (09-15-400-004)
- 5908 Western Avenue, Willowbrook, Illinois (09-15-400-013)

Section 3: Section 5 of Village of Westmont Ordinance No. 25-041 is hereby amended as to the Annexed Properties listed in Section 2 above and described in Exhibit "A" to this ordinance to amend the conditions under which each of these Annexed Properties must individually connect to the Village's available water supply, as follows: (amendments to Section 5 are shown by underlined and shaded text; deletions to Section 5 are shown by ~~strikeouts~~):

Section 5: Subject to the conditions set forth herein in this Section 5, the Village hereby waives the requirements of Village ordinances and regulations which

mandate that, upon annexation, the Annexed Properties listed and described in Exhibit “A” attached to this ordinance ~~Subject Properties~~ must immediately connect to the Village water system if such water system is reasonably available, and to permanently cease and cap any water wells on the Subject Properties. Instead, each of the Annexed Properties listed and described in Exhibit “A” attached to this ordinance ~~Subject Properties~~ must individually connect to the Village’s available water supply upon the first to occur of any of the following conditions or occurrences :

- ~~The expiration of ten (10) years from the date of this ordinance.~~
- Any failure of the existing community private well system, any disconnection of a property from the existing community well system (only the disconnected property must connect to Village water), and/or the abandonment/non-use of the community well system. Other than routine maintenance and repair, the existing community wells system may not be rebuilt or re-drilled after its failure or abandonment connection to the Village water system. The 3 Annexed Properties shall not individually establish/install a new private well on their property.
- ~~Any voluntary home improvements commencing after annexation, including but not limited to plumbing improvements, which improvements total in excess of a \$50,000 investment or which constitute an expansion of at least 30% of the existing gross square footage to the main structure. Such improvements do not include construction of or improvements to detached garages and accessory structures so long as those improvements do not adversely affect existing wells or septic fields, unless said improvements require plumbing permits and the improvements total in excess of a \$50,000.00 investment.~~
- ~~Any involuntary home improvement made as a result of damage or destruction to the residential home, whether caused by natural disaster, fire, or other means, which results in damage to at least 50% of the existing gross square footage of the main structure or which damage equals 50 percent or more of the structure's market value at the date that the damage was sustained.~~
- ~~Any sale of the property within this ten (10) year period, including but not limited to tax sales and foreclosures, but excluding voluntary transfers via quit claim deed made without payment by the acquiring party.~~
- ~~Any subdivision of the property.~~

Section 4: The Village Clerk is hereby directed to file with the office of the Recorder of Deeds of DuPage County, and the County Clerk, a certified copy of this ordinance, and this ordinance shall be recorded against title to the Annexed Properties listed and described in Exhibit “A” attached hereto.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 6: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 23rd day of July, 2026.

Ayes:_____ Nays:_____ Absent:_____

APPROVED:

Steve Nero, Mayor

ATTEST:

Amanda Szymiski, Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE ANNEXED PROPERTIES

PROPERTY 1:

LOT 2 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 415 E. 59TH STREET, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-002

PROPERTY 2:

LOT 4 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 425 E. 59TH STREET, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-004

PROPERTY 3:

LOT 6 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 6S435 RICHMOND AVENUE, WESTMONT, ILLINOIS 60559
PERMANENT INDEX NUMBER: 09-15-400-006

PROPERTY 4:

LOT 7 IN EILEEN THOME'S RESUBDIVISION OF LOT 32 IN CLARENDON HILLS ACRES ESTATES, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 19, 1956 AS
DOCUMENT 797120, IN DUPAGE COUNTY, ILLINOIS

COMMON ADDRESS: 5908 WESTERN AVENUE, WILLOWBROOK, ILLINOIS 60527-
1865

PERMANENT INDEX NUMBER: 09-15-400-013