



## 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 January 9, 2025 6:00 PM

#### 1. CALL TO ORDER

#### 2. ROLL CALL

#### 3. PLEDGE OF ALLEGIANCE

#### 4. OPEN FORUM

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

#### 5. OATH OF OFFICE

- a. Mayor Ronald Gunter to administer the oath of office to appointed Village Trustee Matthew Scales.

#### 6. ROLL CALL OF THE NEW VILLAGE BOARD

- a. Village Clerk Virginia Szymiski will call the roll of the new Village Board of Trustees.

#### 7. REPORTS

##### a. Board Reports

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

#### 8. ITEMS TO BE REMOVED FROM CONSENT AGENDA

#### 9. CONSENT AGENDA (OMNIBUS VOTE)

##### a. Village Board Minutes

##### i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held December 19, 2024.

## **Background of Subject Matter**

Required Parliamentary Procedure

**Type** Motion

### **b. Finance Ordinance #1**

### **c. Purchase Order(s)**

#### **i. DuPage Convention & Visitors Bureau \$46,538.20**

FY25 Annual Municipal Dues for DCVB to act as the official tourism marketing partner for the Village of Westmont. This is the final year of a two-year contract.

**Type** Consent Item

**Budgeted** Yes

#### **ii. Community Unit School District 201 \$267,702.64**

Property & Sales Tax CBD TIF2 2024 (Simultaneous)

**Type** Consent Item

**Budgeted** Yes

#### **iii. Currie Motors \$127,413.00 (Simultaneous)**

2023 F600 Chassis Dump Truck

**Type** Consent Item

**Budgeted** Yes

#### **iv. Total of Purchase Orders \$441,653.84**

**Type** Consent Item

**Budgeted**

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

## **10. NEW BUSINESS**

### **a. Mayor's Commissioner Appointment**

Board to consider a motion confirming the Mayor's Appointment of John Simpson to fill the open Planning and Zoning Commissioner position.

#### **Background of Subject Matter**

This appointment will fill the vacancy left by Commissioner Scales appointment to the vacant Trustee position.

**Type** Motion

**Budgeted**

### **b. 36 North Cass - PostNet**



Board to consider an ordinance approving requests by Bugwilder Studios, LTD, doing business as PostNet, at 36 North Cass Avenue, for the following:

1. Special Use Permit to operate a retail copy shop in the B-1 Limited Business District.
2. B-1 Development Permit for a retail copy shop.

**Background of Subject Matter**

The petitioner seeks a special use permit and a B-1 development permit to operate PostNet, a retail copy shop at 36 North Cass Avenue.

**Additional Background**

PostNet offers many services including, but not limited to, printing, graphic design, shipping, packaging, mailing, and notary services. The proposed hours of operation were updated by the petitioner at the December 11, 2024 Planning and Zoning Commission meeting and are Monday through Friday: 8:00 a.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 3:00 p.m. The petitioner expects to have two full-time employees and two part-time employees.

**Recommendation**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for the Special Use Permit request (6-1).

**Type** Ordinance

**Budgeted**

c. **27 East Chicago Avenue - Amalgam Martial Academy**

Board to consider an ordinance approving a request from Amalgam Martial Academy and Bassam Shaheen at 27 East Chicago Avenue, for the following:

1. Special Use Permit to operate a commercial school in the B-2 General Business District.

**Background of Subject Matter**

The petitioner is requesting a Special Use Permit for Amalgam Martial Academy, a martial arts commercial school, in the B-2 General Business District.

**Additional Background**

The Academy will offer structured martial arts classes taught by one or two instructors in class sizes that are typically 10 students or less. The petitioner teaches classes by age, with classes for children broken up by two-year increments and one class for adults. The hours range from 5:00 pm to 8:00 pm Monday through Thursday, from 9:00 am to 11:45 am on Saturday, and from 3:00 pm to 4:00 pm on Sunday.

**Recommendation**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for the Special Use Permit request (7-0).

**Type** Ordinance

**Budgeted**

d. **233 West 63rd Street - Westmont Yard**

Board to consider an ordinance approving requests from WY Investments, LLC, d/b/a Westmont Yard, for the property at 233 West 63rd Street, for the following:

1. Amended and Restated Planned Development Agreement to allow ancillary outdoor uses associated with a Daycare Center in the (C-1) Commercial District
2. Amended Site Plan and Amended Landscape Plan in the (C-1) Commercial District

**Background of Subject Matter**

The petitioner's request to amend the previously approved planned development agreement to allow ancillary outdoor uses expressly related to the permitted daycare center on site, is to both clarify and rectify the planned development language as well as to expand the ancillary outdoor uses around the perimeter of the building and site.

**Additional Background**

The request is restating the previous amendments dating back to 2009 and to allow the expansion and regulations of the ancillary outdoor play areas and bus/van parking. There is no change to the overall use of the building however, in addition to the re amendment request a site and landscape plan must be processed.

**Recommendation**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for both items (7-0). The amended and restated development agreement draft has been updated to include additional details provided at the public hearing by the petitioner.

**Type** Ordinance

**Budgeted**

e. **Engineering Services Agreement - Baxter and Woodman, Inc.**

Board to consider an ordinance authorizing an Engineering Services Agreement with Baxter and Woodman, Inc. for Phase 3 construction services for the Lincoln and 41st Street Watermain Extension project.

**Background of Subject Matter**

Request to approve the sum of \$82,400.00 for Phase 3 Construction engineering services for the Lincoln and 41st Street Watermain Extension project.

**Additional Background**

This agreement will include construction administration, field inspection and documentation of this watermain project.

**Recommendation**

Staff recommends approval of this proposal in the amount of \$82,400.00 for Phase 3 Construction engineering.

**Type** Ordinance

**Budgeted** Yes

f. **Legislative Action Plan - DuPage Mayors and Managers Conference**

Board to consider a resolution supporting the DuPage Mayors and Managers Legislative Action Program for the 2025 Legislative Session.

**Background of Subject Matter**

The Village of Westmont is an active member of the DMMC and works towards promoting legislative action that benefits the residents of Westmont, DuPage County, and the State of Illinois.

**Type** Resolution

**Budgeted**

**11. MISCELLANEOUS****12. EXECUTIVE SESSION**

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

**13. ADJOURN**

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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, December 19, 2024.**

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

**WESTMONT VILLAGE BOARD MEETING ROLL CALL:**

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

**TRUSTEES:** Barker A Liddle P  
Barry P Nero P  
Guzzo P (Vacancy)

**STAFF:**

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

**ATTORNEY:** Zemenak P Lampariello A

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

**PRESS:**

Bugle A

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

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

**OPEN FORUM:**

- No open forum

**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**

|                | <b><u>1</u></b> | <b><u>2</u></b>  | <b><u>3</u></b>  | <b><u>4</u></b>  | <b><u>5</u></b>  | <b><u>6</u></b>  | <b><u>7</u></b>  | <b><u>8</u></b>  |
|----------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| TRUSTEE BARKER | <u>A</u>        | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         |
| TRUSTEE BARRY  | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE GUZZO  | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE LIDDLE | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE NERO   | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| (VACANCY)      | -               | -                | -                | -                | -                | -                | -                | -                |
|                | <b><u>9</u></b> | <b><u>10</u></b> | <b><u>11</u></b> | <b><u>12</u></b> | <b><u>13</u></b> | <b><u>14</u></b> | <b><u>15</u></b> | <b><u>16</u></b> |
| TRUSTEE BARKER | <u>A</u>        | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         | <u>A</u>         |
| TRUSTEE BARRY  | <u>AB</u>       | <u>AB</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE GUZZO  | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE LIDDLE | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| TRUSTEE NERO   | <u>Y</u>        | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         | <u>Y</u>         |
| (VACANCY)      | -               | -                | -                | -                | -                | -                | -                | -                |
| MAYOR GUNTER   | <u>Y</u>        | <u>Y</u>         |                  |                  |                  |                  |                  |                  |

### **REPORTS**

#### **Mayor Gunter**

- Police Chief Gunther was invited to the podium to talk about the fundraising efforts for Special Olympics Illinois. This year \$57,114.22 was raised for the cause.
- Sergeant Michael Weibler was invited to the podium to address the Village Board. He is the fundraising coordinator for this cause. He thanked everyone for their generous donations and volunteer work.
  - Erin Compton is a special olympic athlete and global messenger. She gave a speech and addressed the Village Board.
- ILEAP (Illinois Law Enforcement Accreditation Program) - The police department received their accreditation from ILEAP. We are tier 2 recipients.
  - Chief Maton from the Village of Lemont addressed the Village Board and gave more information about the accreditation program.
  - Sergeant Weibler recognized records coordinator, Natalie Michalik, for her efforts and hard work.
- The Village Board meeting schedule will be adjusted due to the holidays. The next Village Board meeting will be January 9. The entire 2025 meeting schedule has been published on the Village website.
- Thanked everyone who participated and coordinated the Holly Days parade, tree lighting, and pictures with Santa.

- The Village will continue the discussion regarding water infrastructure needs and corresponding rate increases to pay for these updates. Information has been posted on the Village website.
- Larry Forssberg, past president of the Chamber of Commerce, addressed the Village Board. He introduced the selected individual who will be the new Chamber President, Kailie Harding. She addressed the Village Board and gave information about her background.
- The EIC (Environmental Improvement Committee) meetings have moved to the Library on the first Monday of each month at 5:30pm. There will be more guest speakers in 2025, so the Library will be a good venue to accommodate more public participation.
- Residents can still drop off unwanted or broken lights until January 31 at the Library or the Fire Department Headquarters.
- Holiday tree pick up will be December 26 - January 31. Put out your tree to be composted during this time. Trees must be free of all decorations.

#### **Clerk Szymski**

- Village Offices will be closed on the following dates: December 24 & 25 and January 1 & 20.

#### **Trustee Liddle**

- Gave an update on the Administration Finance Committee Meeting.
  - Stephanie Grimm from the Fire Department was promoted to Captain.
  - We received a GIS update from the Tech Department.
  - A technical review committee discussion was held. This will be kicking off soon.
  - A personnel policy was discussed and there will be changes to those policies.
  - A new credit card payment processor for online bill payments has been implemented. Details are on the Village website.
  - Business registrations will be emailed soon to business license holders.

#### **Trustee Barry**

- Wished everyone a safe and happy holiday.

#### **Trustee Guzzo**

- Congratulations to Stephanie Grimm on her promotion to Captain.
- The Fire Public Safety Committee meetings are as follows: March 6, May 29, August 21, and November 13. The meetings take place in Village Hall at 4:30pm.
- Now through January 2nd residents are encouraged to be extra diligent with fire safety. Fire safety information has been posted on the Village website. There are wreaths displayed at both fire stations. There are red bulbs in those wreaths, and if for any reason there is a fire caused by a holiday decoration that bulb is replaced with a white light. Encouraged everyone to keep those wreaths red.
- The Westmont Fire Department is participating in the Toy Express Toy and Book Collection. They can be dropped off at either fire location.

#### **Trustee Nero**

- The next Public Works Committee meeting is March 20th.
- Thanked the Public Works team for all of the holiday decorations.

- The next Community Development Committee meeting is scheduled for January 23 and will include the Community Development Department's annual reporting on permit and code enforcement.
- The next Planning and Zoning Commission meeting will be January 8, 2025.
- Congratulations to the Chamber for the success of the Winter Ball. It was a great event.

## **PUBLIC HEARING**

### **Property Tax Levy Hearing - Village of Westmont**

Finance Director Altic gave a presentation pertaining to the tax levy. On November 14, 2024 the Village Board made and approved a motion to establish the aggregate tax levy for 2024 in the amount of \$11,010,882.00. There is a 4.9% change over last year.

### **Property Tax Levy Hearing - Village of Westmont Special Service Area 2**

Finance Director Altic gave a presentation pertaining to the tax levy for the Special Service Area 2. The proposed tax levy for the special service area is \$112.507. This represents an increase of 4.9% over the prior year extended property tax.

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

- No items to be removed from the consent agenda.

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

**Manage May** addressed the Board on this agenda item.

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

## **(A) VILLAGE BOARD MINUTES**

### **Board Meeting Minutes**

- Board to consider approving the Village Board Meeting held on **December 5, 2024**.

### **(B) FINANCE ORDINANCE**

- **Finance Ordinance #17: \$ 1,882,157.60**

### **(C) PURCHASE ORDERS:**

|                              |                      |
|------------------------------|----------------------|
| Gordon Flesch Company        | \$ 43,216.00         |
| Tyler Technologies, Inc.     | 81,920.76            |
| Axon Enterprises             | 119,075.87           |
| <b>Total Purchase Orders</b> | <b>\$ 244,212.63</b> |

**(D) TOTAL OF PURCHASE ORDERS & FINANCE ORDINANCE: \$ 2,126,370.23**

**(E) 2025 WESTMONT WINTER BEER FESTIVAL**

Ordinance approving the following requests from the Westmont Park District for the 2025 Winter Beer Festival to be held on February 15, 2025 at Ty Warner Park.

1. Community Event Permit - Pending Staff review and approval
2. Temporary Liquor License Fee Waiver
3. Tent Fee Waiver
4. Food Truck Permit Fee Waivers

**(F) 2025 WESTMONT CRUISIN' NIGHTS & STREET FAIR**

Ordinance approving the following requests from the Westmont Special Events Corporation for their 2025 Cruisin' Nights & Street Fair events:

1. Tent Permit Fee Waiver
2. Live Amplified Sound Permit for event hours
3. Street & Public Right of Way Closures

**(G) 2025 TASTE OF WESTMONT**

Ordinance approving the following requests from the Westmont Special Events Corporation for the Taste of Westmont Event:

1. Special Event Liquor License
2. Amusement License Fee Waiver
3. Tent Permit Fee Waiver
4. Food truck Fee Waiver
5. Live Amplified Sound Permit for event hours
6. Street and Public Right of Way Closures

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

**VOTE ON MOTION #1**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**(2) MAYOR'S TRUSTEE APPOINTMENT**

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

Motion by **Trustee Nero** confirming the Mayor's appointment of Matthew Scales to fill the open trustee position.

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

**VOTE ON MOTION #2**

Ayes: Barry, Guzzo, Liddle, Nero



Nays: None  
Absent: Barker

**(3) WESTMONT CENTRE LEASE AGREEMENT**

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

Motion by **Trustee Liddle** to consider an ordinance approving a Westmont Centre lease for Illinois State Representative Martha Deuter.

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

**VOTE ON MOTION #3**

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

**(4) INTERGOVERNMENTAL AGREEMENT - DUPAGE COUNTY**

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

Motion by **Trustee Nero** to consider an ordinance approving an Intergovernmental Agreement between the Village of Westmont and DuPage County to promote regional tourism.

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

**VOTE ON MOTION #4**

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

**(5) PROPERTY TAX LEVY - VILLAGE OF WESTMONT**

**Finance Director Altic** addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance adopting the 2024 property tax levy for the Village of Westmont.

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

**VOTE ON MOTION #5**

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

**(6) PROPERTY TAX LEVY - SPECIAL SERVICE AREA 2**

**Finance Director Altic** addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance adopting the 2024 property tax levy for the Village of Westmont's Special Service Area 2.

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

**VOTE ON MOTION #6**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**(7) ABATEMENT OF TAXES**

**Finance Director Altic** addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance abating taxes heretofore levied for the 2023 property tax cycle to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

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

**VOTE ON MOTION #7**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**(8) RESUBDIVISION / CONSOLIDATE OF LAND**

**Community Development Director Hennerfiend and Attorney Zemenak** addressed the Village Board on this item.

Motion by **Trustee Nero** consider an ordinance approving requests from the Village of Westmont, related to the resubdivision/consolidation of land generally located at the northeast corner of North Cass Avenue and East Burlington Street in Westmont, Illinois, for the following:

1. Preliminary Plan and Final Plat of Subdivision to consolidate six (6) lots/parcels into one (1) lot.
2. Postponement of certain requirements of the Land Development Code regarding posting of security payment for open space areas and designing/installing certain required land improvements until development of the newly created lot.

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

**VOTE ON MOTION #8**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**(9) ZONING ORDINANCE TEXT AMENDMENT**

**Community Development Director Hennerfiend** addressed the Village Board on this item.

Motion by **Trustee Liddle** consider ordinances approving a request from the Village of Westmont regarding a Zoning Ordinance text amendment regarding multiple-family density in the R-4 and R-5 Zoning Districts, as follows:

1. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-5 General Residence District.

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

**VOTE ON MOTION #9**

Ayes: Guzzo, Liddle, Nero, Gunter

Nays: None

Absent: Barker

Abstain: Barry

**(10) ZONING ORDINANCE TEXT AMENDMENT**

**Community Development Director Hennerfiend** addressed the Village Board on this item.

Motion by **Trustee Guzzo** consider ordinances approving a request from the Village of Westmont regarding a Zoning Ordinance text amendment regarding multiple-family density in the R-4 and R-5 Zoning Districts, as follows:

2. Zoning Ordinance text amendment to Section 6.04(A)(4), "Bulk and development standards in residence districts," regarding minimum lot area for multiple-family dwellings in the R-4 General Residence District.  
Background of Subject Matter.

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

**VOTE ON MOTION #10**

Ayes: Guzzo, Liddle, Nero, Gunter

Nays: None

Absent: Barker

Abstain: Barry

**(11) CYCLIC PARKWAY TREE PRUNING PROGRAM**

**Public Works Director Ries** addressed the Village Board on this item.

Motion by **Trustee Nero** to consider an ordinance authorizing the Village to exercise the first option year of the contract with Winkler Services, LLC for the Cyclic Parkway Tree Pruning Program.

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

**VOTE ON MOTION #11**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None  
Absent: Barker

**(12) WATER RATE TEXT AMENDMENT**

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

Motion by **Trustee Barry** to consider an ordinance approving amendments to Chapter 82 "Utilities", Article IV of the Westmont Municipal Code regarding water rates.

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

**VOTE ON MOTION #12**

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

**(13) ESTABLISHMENT OF WATER RATES**

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

Motion by **Trustee Nero** to consider an ordinance establishing water rates and fixed fees from 2025 through 2033.

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

**VOTE ON MOTION #13**

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

**(14) WHISTLEBLOWER TEXT AMENDMENT**

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

Motion by **Trustee Liddle** to consider an ordinance amending Section 2-546 "Whistleblower reporting policy" of the Westmont Municipal Code.

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

**VOTE ON MOTION #14**

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

**(15) PERSONNEL CODE TEXT AMENDMENTS**

**Human Resources Director Brainerd** addressed the Village Board on this item.

Motion by **Trustee Barry** to consider an ordinance approving multiple text amendments to Chapter 62 - Personnel of the Westmont Code of Ordinances.

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

**VOTE ON MOTION #15**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**MISCELLANEOUS**

- Laurel Rubin, 513 N Grant, was concerned about the parcels down by Burlington. Mentioned the alley behind Linden and the brickwork that was done there. Concerned about traffic flow.
- The Mayor wished everyone a happy and safe holiday season.

**(16) ADJOURNMENT - 7:09 pm**

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

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

**VOTE ON MOTION #16**

Ayes: Barry, Guzzo, Liddle, Nero

Nays: None

Absent: Barker

**MEETING ADJOURNED AT 7:18 P.M.**

**ATTEST:**

**APPROVED:**

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

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

Dated this 9th day of January, 2025



# Village of Westmont

# Purchase Order

PO Date: 2024-12-18

Page: 1 of: 1

## Bill To:

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

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

Purchase  
Order #

**25201856**

## Vendor:

DUPAGE CONVENTION & VISITORS BUREAU  
915 HARGER RD  
SUITE 120  
OAK BROOK, IL 60523-1487

## Ship To:

See Shipping Information Below

| Vendor Number | Vendor Phone Number                                                                                                                                     | Vendor Fax Number | Delivery Reference |             |                |  |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|-------------|----------------|--|
| 100179        |                                                                                                                                                         |                   |                    |             |                |  |
| Item#         | Description/PartNo                                                                                                                                      | QTY               | UOM                | Unit Price  | Extended Price |  |
| 1             | FY25 Annual Municipal Dues<br>GL Account: 0550512 - 58048 - 21&I<br>Ship To: ADMINISTRATION<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Phone: 630-981-6216 | 1.0               | EACH               | \$46,538.20 | \$46,538.20    |  |

By: Spencer Parker  
Authorized Signature

**PO Total** **\$46,538.20**

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

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

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

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



# Village of Westmont

# Purchase Order

PO Date: 2024-12-18

Page: 1 of: 1

## Bill To:

FINANCE  
31 W QUINCY  
WESTMONT, IL 60559  
Email: [AP@WESTMONT.IL.GOV](mailto:AP@WESTMONT.IL.GOV)

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

Purchase Order # **25201841**

## Vendor:

County of DuPage  
Community Unit School District 201  
133 S. Grant Street  
Westmont, IL 60559

## Ship To:

See Shipping Information Below

| Vendor Number | Vendor Phone Number                                                                                                        | Vendor Fax Number | Delivery Reference |      |              |                |
|---------------|----------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|------|--------------|----------------|
| 100502        | 630-468-8002                                                                                                               |                   |                    |      |              |                |
| Item#         | Description/PartNo                                                                                                         |                   | QTY                | UOM  | Unit Price   | Extended Price |
| 1             | Property & Sales Tax CBD TIF2 2024 (Simultaneous)                                                                          |                   |                    |      |              |                |
|               | RI) Property Taxes CBD TIF2 2024                                                                                           |                   | 1.0                | EACH | \$265,217.30 | \$265,217.30   |
|               | GL Account: 8358383 - 58088 - 4EDV                                                                                         | \$265,217.30      |                    |      |              |                |
|               | Ship To: FINANCE<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a> |                   |                    |      |              |                |
| 2             | RI) Sales Tax CBD TIF2 2024                                                                                                |                   | 1.0                | EACH | \$2,485.34   | \$2,485.34     |
|               | GL Account: 8358383 - 58088 - 4EDV                                                                                         | \$2,485.34        |                    |      |              |                |
|               | Ship To: FINANCE<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Email: <a href="mailto:AP@WESTMONT.IL.GOV">AP@WESTMONT.IL.GOV</a> |                   |                    |      |              |                |

By: *Spencer Parks*  
Authorized Signature

**PO Total** **\$267,702.64**

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

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

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

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



# Village of Westmont

# Purchase Order

PO Date: 2025-01-04

Page: 1 of: 1

## Bill To:

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

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

Purchase  
Order #

**25201955**

## Vendor:

CURRIE MOTORS  
9423 W. LINCOLN HWY  
FRANKFORT, IL 60423  
Fax: 815-469-9700

## Ship To:

See Shipping Information Below

| Vendor Number |                                                                                     | Vendor Phone Number |  | Vendor Fax Number |  | Delivery Reference |      |              |                |
|---------------|-------------------------------------------------------------------------------------|---------------------|--|-------------------|--|--------------------|------|--------------|----------------|
| 100409        |                                                                                     | 815-464-9200        |  | 815-469-9700      |  |                    |      |              |                |
| Item#         | Description/PartNo                                                                  |                     |  |                   |  | QTY                | UOM  | Unit Price   | Extended Price |
| 1             | 2023 F600 Chassis Dump Truck                                                        |                     |  |                   |  | 1.0                | EACH | \$127,413.00 | \$127,413.00   |
|               | 2023 F600 Chassis Dump Truck                                                        |                     |  |                   |  |                    |      |              |                |
|               | GL Account: 4154111 - 57067 - 5INF \$127,413.00                                     |                     |  |                   |  |                    |      |              |                |
|               | Ship To: ADMINISTRATION<br>31 W QUINCY<br>WESTMONT, IL 60559<br>Phone: 630-981-6216 |                     |  |                   |  |                    |      |              |                |

By: Spencer Parker  
Authorized Signature

**PO Total** **\$127,413.00**

\*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.



NOV - 6 2024

COMMUNITY DEVELOPMENT DEPT.  
VILLAGE OF WESTMONT, ILLINOIS

# Village of Westmont

## Planning and Zoning

### Application and Instructions

PZC-027-2024

Community Development Department  
31 West Quincy Street  
Westmont, Illinois 60559  
630-981-6260

|                        |                |
|------------------------|----------------|
| <u>Office Use Only</u> |                |
| Date Received:         | <u>11/6/24</u> |
| By:                    | _____          |

---

PROJECT NAME: PostNet Franchise - Pack-Ship-Print Center

Subject Property Street Address: 36 North Cass Ave

PIN Number(s): 09-09-222-015

---

**PETITIONER / BILLING CONTACT (Agent and Project Manager for the Petition):**

Petitioner (and corporation if applicable): Joseph Jovanovich - Bugwilder Studios, LTD

Address: 36 North Cass Ave. Westmont, IL 60559

Phone: 312-666-8752

Email: bugwilder@gmail.com

Relationship of Petitioner to Property Owner: Self

PostNet franchised businesses provide printing and document services, including digital printing, large format and finishing services, scanning, graphic design, shipping, packaging, and mailing services including direct mail, domestic and international shipping via FedEx, UPS, DHL, and USPS, and related services and products such as facsimile and notary services to the general public.

Property owner(s): Joseph Jovanovich - Bugwiilder Studios, Ltd

Address: 36 North Cass Ave

Phone: 312-666-8752

Email: Bugwilder@gmail.com

Property owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

**PETITIONER SIGNATURE:**

Type or print name: Joseph Jovanovich

Signature: 

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6 DAY OF November, 20 24



Notary Public



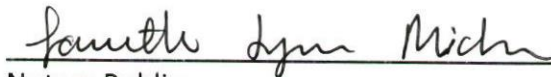
**OWNER SIGNATURE:**

Type or print name: Joseph Jovanovich

Signature: 

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6 DAY OF November, 20 24



Notary Public



# Bugwilder Studios, Ltd.

---

36 North Cass Ave.  
Westmont, IL 60559  
312.666.8752  
[bugwilder@gmail.com](mailto:bugwilder@gmail.com)

## **Response to the Special Use Standards - For Special Use Permits**

November 6th, 2024

Dear Reader,

The proposed PostNet franchise business referenced in this application will cater to consumers and small businesses providing services and products generally associated with a "copy shop" and a "pack and ship" store.

This new business will not require changes to any portion of the exterior of the building and I fully expect that the patrons of this business are similar to those that currently frequent the existing businesses at 36 North Cass and the other businesses in the B-1.

I attest that the proposed business, its maintenance and operation will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. It will not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood. It will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The business will not require any changes or alterations to provided utilities, access ways, drainage and/or other necessary facilities which are currently adequate for the current business at this address. The proposed business will conform to the applicable regulations of the district in which it will be located

Sincerely,



Joseph Jovanovich  
Owner 36 North Cass Ave.



westmont.illinois.gov

## Community Development Department

31 West Quincy Street • Westmont, Illinois 60559  
Tel: 630-981-6250 Fax: 630-968-8610

### B-1 LIMITED BUSINESS DISTRICT

#### Development Permit Application

*All development and/or redevelopment in the B-1 district shall first obtain approval of a "development permit" granted by the board of trustees. The terms "development" and "redevelopment" shall include all new uses and occupancies to a property and/or unit, regardless of whether new construction or structural alterations are required.*

#### DESCRIPTION OF SITE:

Street Address: 36 North Cass Ave PIN: 09-09-222-015

Business Name: PostNet

Description of Proposed Use: PostNet franchised businesses provide printing and document services, including digital printing, large format and finishing services, scanning, graphic design, shipping, packaging, and mailing services including direct mail, domestic and international shipping via FedEx, UPS, DHL, and USPS, and related services and products such as facsimile and notary services to the general public.

#### PETITIONER INFORMATION:

Name: Joseph Jovanovich

Corporation/LLC/DBA: Bugwilder Studios, Ltd.

Street Address: 36 North Cass Ave

City/State/ZIP: Westmont, IL 60559

Phone: 313.666.8752

Email: Bugwilder@gmail.com

Relationship of Applicant to Property: Owner

#### PROPERTY OWNER INFORMATION (if different than Petitioner):

Name: \_\_\_\_\_

Corporation/LLC/DBA: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



westmont.illinois.gov

## Community Development Department

31 West Quincy Street • Westmont, Illinois 60559  
Tel: 630-981-6250 Fax: 630-968-8610

### APPLICATION CHECKLIST

- ☒ Completed Application Form.
- ☒ Cover letter explaining business (hours, number of employees, etc.)
- ☒ Plat of survey
- ☒ Floorplan
- ☐ Exterior Elevations (if applicable) Unavailable at this time
- ☐ Site Plan (if applicable) Unavailable at this time
- ☐ Signage plans (if available) Unavailable at this time

Please note, a separate **Business License** must be issued by the Clerk's Office prior to opening for business, and **Building Permits** may be required for any construction activities. Each Petitioner is solely responsible for compliance with the provisions of the Village of Westmont Zoning Ordinance, Land Development Ordinance, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of matters coming before the Village Board.

The undersigned requests approval of this application and further certify(ies) on oath that the information contained herein and in all documents submitted in support hereof, is true and correct to the best of my/our knowledge and belief. By signing below, the Petitioner and/or Property Owner grant express permission to Village of Westmont staff and officials to inspect the premises as necessary in relation to this application.

#### PETITIONER SIGNATURE:

Type or print name: Joseph Joranevich

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 6 DAY OF November, 20 24

Samantha Lynn Michon  
Notary Public



#### PROPERTY OWNER SIGNATURE:

Type or print name: Joseph Joranevich

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 6 DAY OF November, 20 24

Samantha Lynn Michon  
Notary Public

OFFICIAL SEAL  
SAMANTHA LYNN MATHISON  
Notary Public - State of Iowa  
Commission Expires March 25, 2028



# Bugwilder Studios, Ltd.

---

36 North Cass Ave.  
Westmont, IL 60559  
312.666.8752  
bugwilder@gmail.com

November 6th, 2024

Dear Reader,

I am submitting the following B-1 Development Permit Applications seeking B-1 special use approval for the redevelopment of the business at 36 North Cass Ave. It is my desire to purchase a PostNet franchise and open a PostNet Pack/Ship/Print center to replace the existing salon and photography studio currently operating at this location.

PostNet franchised businesses provide printing and document services, including digital printing, large format and finishing services, scanning, graphic design, shipping, packaging, and mailing services including direct mail, domestic and international shipping, and related services and products such as packing/shipping supplies and notary services to the general public. Each PostNet features a professional and distinctive center design and selling system under the PostNet brand. PostNet Centers service the needs of consumers and small business customers. PostNet Centers' services are not seasonal in nature. The franchisor is a well-established subsidiary of MBE Worldwide (aka, Mailboxes Etc.) and supports 201 PostNet locations in the United States. Presently there are 2 PostNet locations in the greater Chicagoland area, Shorewood and Lake Forest and they have been in operation for 23 and 31 years respectively.

This PostNet franchise will have 2 full-time and 2 part-time employees and will have operating hours of 8am to 7pm, M-Sat.



While the buildout<sup>o</sup> of the PostNet franchise does not require any interior "construction" I am presently exploring the Westmont DIP to determine the feasibility of renovating the facade of the building.

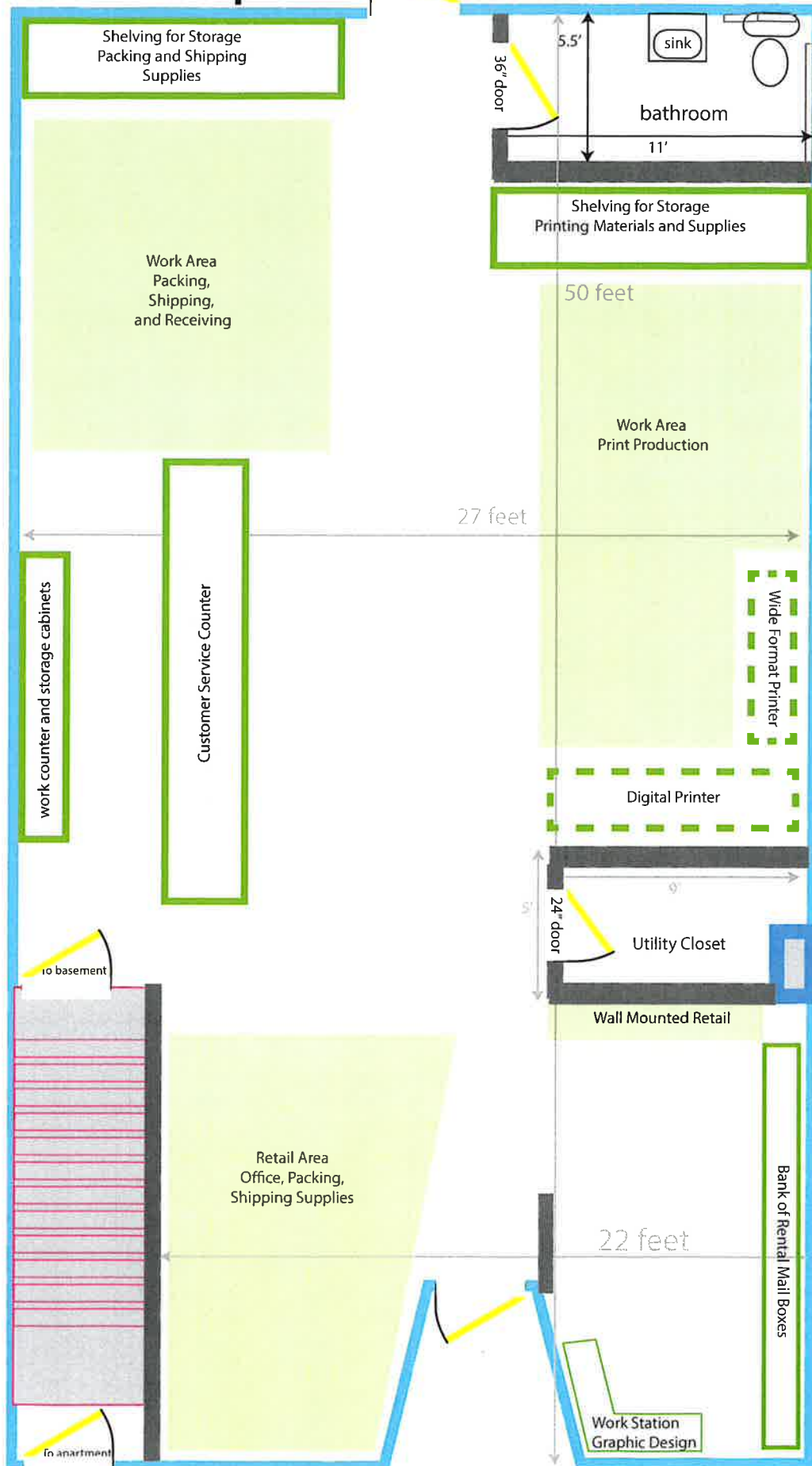
*<sup>o</sup>At the present time, my understanding is that the buildout will not require the removal or addition of any interior walls, that the current entrance and bathroom are ADA-compliant, and that the new business will not automatically raise the fire safety level to require sprinklers. The "buildout" will be limited to paint, carpeting, new light fixtures, retail displays, counters, and interior signage.*

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Jovanovich", with a stylized flourish at the end.

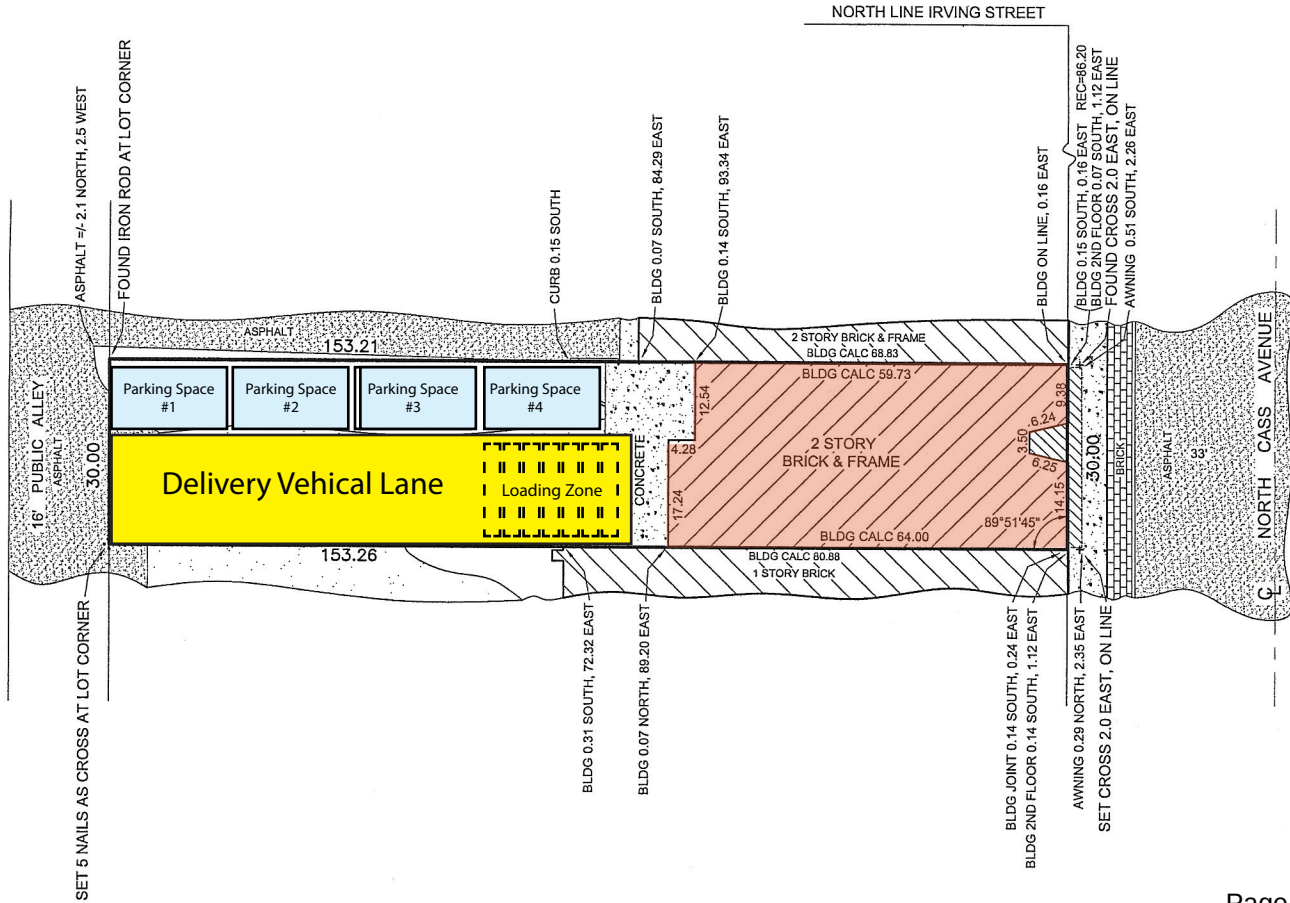
Joseph Jovanovich

1350 Sq/Ft



PostNet

36 North Cass Ave



In Witness Whereof, said Grantors have executed this instrument as of the 19<sup>th</sup> day of November, 2011.

Joseph Guzzo  
Joseph Guzzo

Marie Guzzo  
Marie Guzzo

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF Cook     )     SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Joseph Guzzo** personally appeared before me this day and subscribed his name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 28<sup>th</sup> day of Nov, 2011.



STATE OF ILLINOIS     )  
                                  )  
COUNTY OF Cook     )     SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **Marie Guzzo** personally appeared before me this day and subscribed her name to the foregoing instrument for the uses and purposes therein stated.

Given under my hand and notarial seal this 19<sup>th</sup> day of Nov, 2011.



Maria L. Reyes  
Notary Public





• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

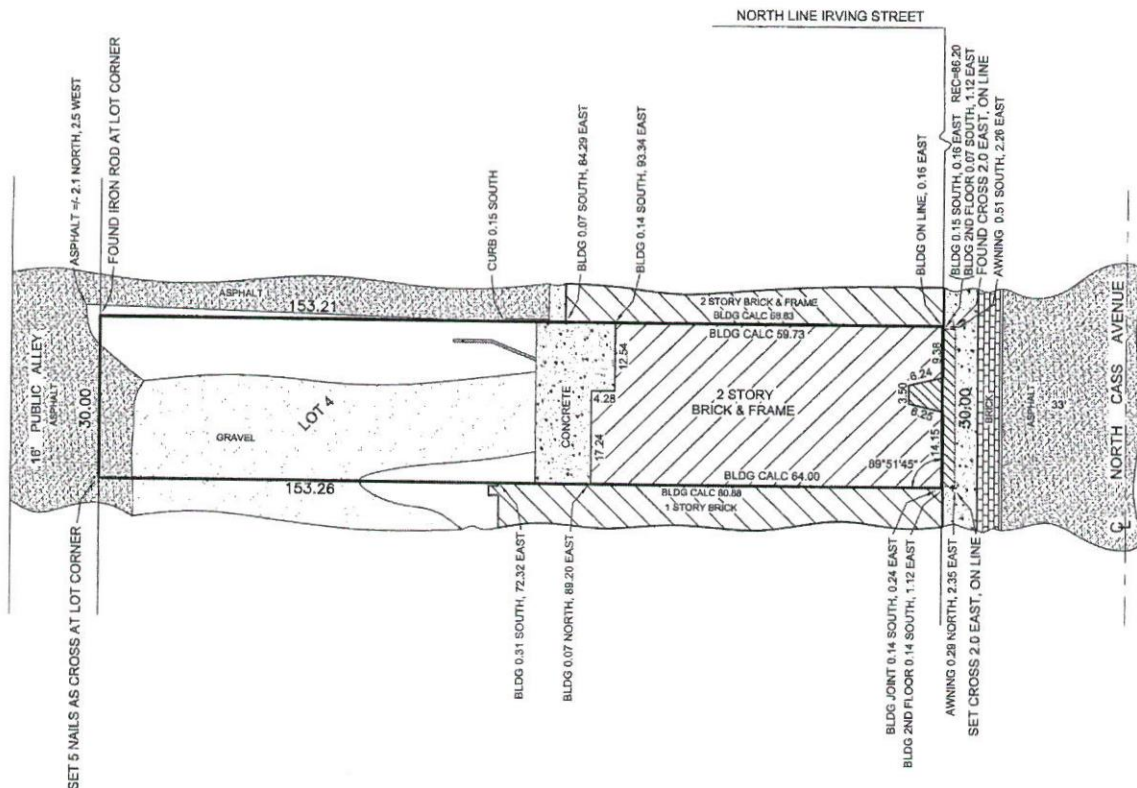
# SCHOMIG LAND SURVEYORS, LTD. Plat of Survey

909 EAST 31ST STREET  
LA GRANGE PARK, ILLINOIS 60626  
SCHOMIG-SURVEY@SBCGLOBAL.NET  
WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

LOT 4 IN BLOCK 12 IN ARTHUR T. MC INTOSH AND COMPANY'S FAIRMONT HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1920 AS DOCUMENT NUMBER 144403, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 36 NORTH CASS AVENUE, WESTMONT.

## PostNet Franchise 36 N. Cass



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.



STATE OF ILLINOIS }  
COUNTY OF COOK }

LOT AREA: 4,597 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

| LEGEND |                           |
|--------|---------------------------|
| B.L.   | = BUILDING LINES          |
| P.U.E. | = PUBLIC UTILITY EASEMENT |
| D.E.   | = DRAINAGE EASEMENT       |
| C.     | = CENTER LINE             |
| C.L.F. | = CHAIN LINK FENCE        |
| W.F.   | = WOOD FENCE              |



SURVEY DATE: OCTOBER 25TH, 2011.

BUILDING LOCATED: OCTOBER 25TH, 2011.

ORDERED BY: OAK PROPERTIES LP.

PLAT NUMBER: 111066

SCALE: 1" = REDUCED COPY NOT TO SCALE

BY: *Russell W. Schomig*  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



# Shipping Services



When it comes to shipping, PostNet can help! We offer the freedom of choice to select the service that's right for you, with better overall value and a full range of insurance and delivery options. We also provide peace of mind with our professional packaging services. Fragile, intricate, oversized — we're your packaging experts!



As an original pioneer of UPS's Authorized Shipping Outlet and FedEx's Authorized ShipCenter programs, PostNet is uniquely qualified to handle your domestic and international shipping, packaging and logistics needs.

- UPS Authorized Shipping Outlet Program
- FedEx Authorized ShipCenter
- DHL Authorized ShipCenter
- USPS Authorized Shipper
- Professional Packaging Services/Supplies

Shipping services may vary.

## POSTNET

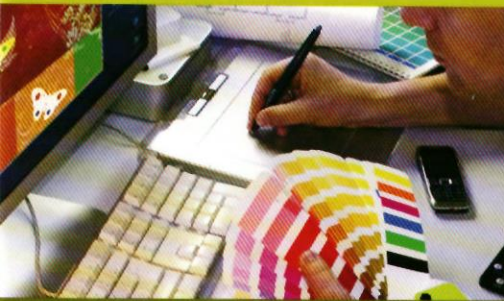
Your Neighborhood Business Center.

© Copyright 2013 PostNet International



# Design Services

Good design isn't just about looking good, it's also about being effective. Does your marketing piece have a call to action? What is the intended result? Do you want to drive people to your website, capture an email address or make your phone ring? PostNet focuses on adding value with an emphasis on return on investment.



From start-up to established business, PostNet can design or enhance your brand materials. Our team of designers has the expertise to develop and refine everything from logos to websites to complete branding campaigns. Let PostNet help with all your design needs.

- Logo/Branding
- Campaigns/Promotions
- Websites
- Calendars
- Marketing Materials
- Brochures
- Banners
- Invitations
- Photo Books

## **POSTNET**

Your Neighborhood Business Center.

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# Print Services



Whatever your printing needs are, from large format to short run, we've got you covered. Best of all, with more than 700 franchises worldwide, PostNet offers great prices, great turn-around time and great quality.



We understand that the creative process can be daunting. PostNet's Creative Café® takes the hassle out of the creative process and helps you produce the perfect project for your needs.

## Creating Your Project is Easy With PostNet

1. Provide us with your design, or we'll design it for you.
2. Choose your format, quantity, paper and finishing services.
3. Place your order and let us handle the rest.

## We are your full-service printer

- Black and White/Color Copies
- Signs, Banners, Posters, Vehicle Graphics
- Brochures, Flyers
- Marketing Materials
- Business Stationery, Forms, Labels
- Manuals, Yearbooks
- Presentations
- Promotional Products

# POSTNET

Your Neighborhood Business Center.

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# Direct Mail



Yesterday's "junk mail" is not a good example of today's sophisticated Direct Mail campaigns and capabilities. Direct Mail allows you to advertise to a large group of potential customers, often at bulk mail rates, making it a high-volume, low-cost solution for businesses today.



With PostNet, creating a compelling piece that stands out from the crowd and is distributed to a selective audience that best fits your customer type and criteria is easy. We can help with the design, printing and distribution and have access to the latest tools and resources to ensure the best return on your investment.

- Every Door Direct Mail®
- Complete Campaign Creation
- Email Marketing Add-On Services
- Targeted Mailing/Email Lists
- Variable Data Printing (individualized/personalized by resident or household)

## POSTNET

Your Neighborhood Business Center.

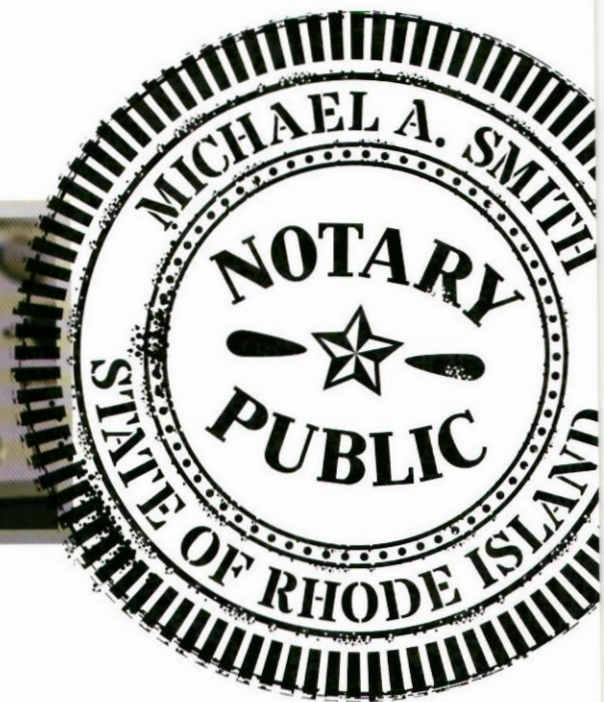
© Copyright 2013 PostNet International



# Additional Services

## Private Mailboxes (PMb)

Your PostNet PMb will provide you with a personal, confidential business address in addition to many other convenient services such as mail forwarding, parcel receiving and phone-in mail checking.



## Fax Services

Easily send or receive your documents and even receive alerts when important faxes have arrived.

## Notary

Need an important document notarized? Stop trying to figure out the quickest and most convenient place to go. It's PostNet!

# POSTNET

Your Neighborhood Business Center.

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# We strive to make your personal and business projects easy!

## We Design

Business Stationery  
Marketing Materials  
Personal Projects



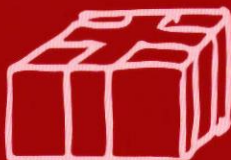
## We Print

Copies | Brochures  
Signs | Posters | Flyers  
Stationery | Direct Mail



## We Send

FedEx® | UPS® | USPS® | DHL®  
Custom Packing  
Mailbox Rentals



# **POSTNET**

postnet.com

## **Locally Inspired**

We are passionate supporters of small business. Each PostNet location is locally owned and operated, so we're always personally invested in the local partnerships we serve.

## **We Get It**

As small business owners, we understand the opportunities and challenges that you face every day. Our goal is to make your projects easy and provide the personalized solutions you need.

## **Our Approach**

You can think of us as a partner for all your design, printing and shipping needs. We start each job with a collaborative and consultative approach to ensure you meet your objective. We never consider ourselves successful until you consider yourself successful.

**POSTNET**

[postnet.com](http://postnet.com)





**VILLAGE OF WESTMONT**  
**Board of Trustees Memorandum**  
**January 9, 2025**

---

**Item for Board of Trustees Consideration:**

Board to consider an ordinance approving requests by Bugwilder Studios, LTD, d/b/a PostNet, at 36 North Cass Avenue, Westmont, Illinois, 60559 for the following:

1. Special Use Permit to operate a retail copy shop in the B-1 Limited Business District.
2. B-1 Development Permit for a retail copy shop.

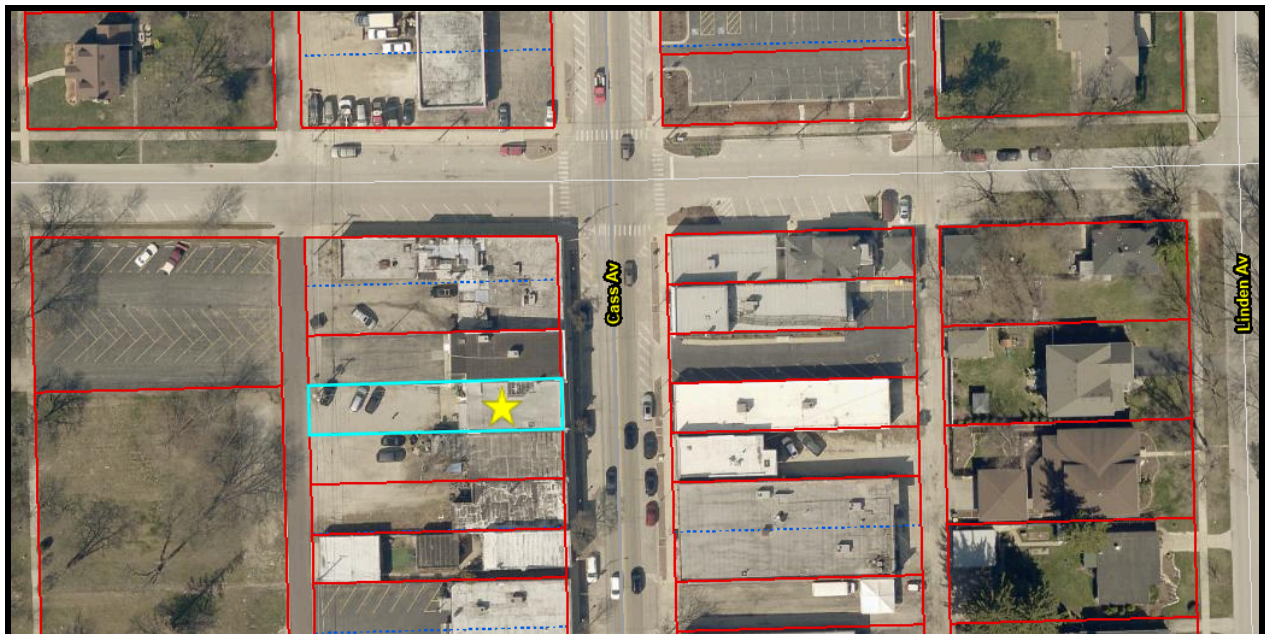
**Planning and Zoning Commission recommendation:**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for the Special Use Permit request (6-1).

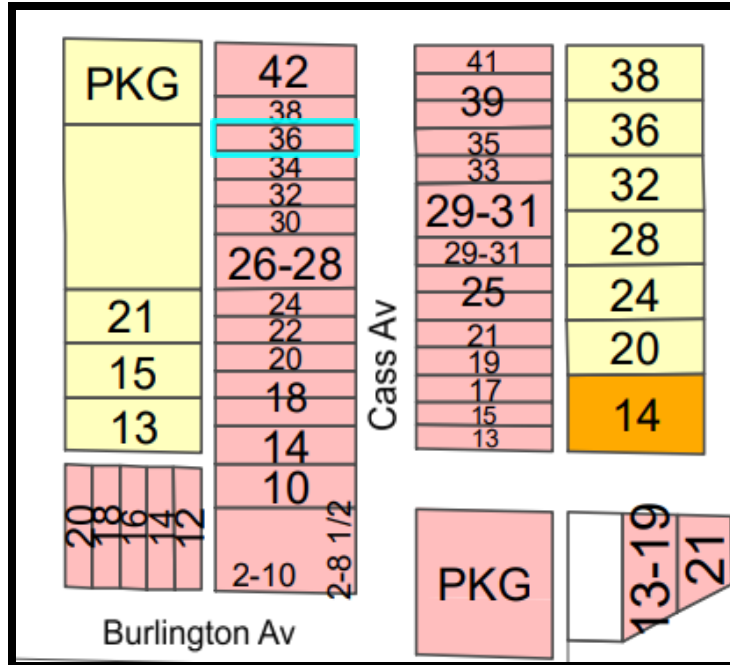
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**I. BACKGROUND OF ITEM**

- A. Location: The subject site is located on Cass Avenue between Burlington Avenue and Irving Street within the Village's Downtown. The site is improved with a mixed-use building that has commercial space on the ground floor and one residence upstairs. The lot is 30' by 153', with an area of 4,590 square feet, or 0.11 acres of land.



**Aerial Map - 36 North Cass Avenue (source: DuPage County Parcel Viewer)**



**Zoning Map - 36 North Cass Avenue**

**B. Zoning Designations:**

|                         |                                               |
|-------------------------|-----------------------------------------------|
| <b>SUBJECT PROPERTY</b> | B-1 Limited Business District                 |
| <b>NORTH</b>            | B-1 Limited Business District                 |
| <b>SOUTH</b>            | B-1 Limited Business District                 |
| <b>EAST</b>             | B-1 Limited Business District                 |
| <b>WEST</b>             | R-3 Single-Family Detached Residence District |

**C. Neighborhood Characteristics**

The lot is located in the A.T. McIntosh & Co.'s Fairmont Hts. Subdivision, which was recorded in 1920. The property is in the Village's Downtown, one block north of the Westmont Metra Station. Due to being within Downtown, the surrounding area hosts a wide variety of commercial uses like restaurants, retail shops, fitness services, and offices. Many buildings over one story in height also have one or more dwelling units. The ground floor of 36 North Cass Avenue most recently was occupied by two businesses; a photography studio and beauty parlor.



**Street View (from Cass Avenue) & Alley View - 36 North Cass Avenue (source: Google)**

## II. PETITIONER REQUEST:

The petitioner has requested a Special Use Permit and a B-1 Development Permit for PostNet, a retail copy shop, in the B-1 Limited Business District.

## III. ZONING ANALYSIS

### A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is B-1 Limited Business District, which allows for a wide variety of retail, restaurant, and service uses. Dwelling units are also allowed if they are in conjunction with a commercial enterprise.

The Comprehensive Plan identifies this property in the Downtown Subarea's Mixed Use Core, which is described as having *"[b]locks on which specialty retail, pedestrian-incentive services, and restaurants should be focused, and buildings should be placed along the front property line and integrate a high level of design and building materials."*

### B. Entitlement Request

The petitioner has provided a project narrative and supporting documentation for the following requests, including the necessary responses to the Special Use Standards. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

- **Special Use Permit request for a retail copy shop in the B-1 Limited Business District**
- **B-1 Development Permit request for a retail copy shop in the B-1 Limited Business District**

The Zoning Ordinance defines retail copy shops as *"[s]hops which provide copying, blueprinting and related services and retail sales to individuals and businesses, but excluding commercial copy, printing, publishing businesses and related businesses"* (Appendix A, Article XIV). The key difference between a retail copy shop and a commercial copy business is that retail copy shops perform small-scale printing and business services, while commercial copy businesses complete large-scale printing jobs for books and newspapers.

Appendix A, Section 7.03(A)(15) requires that all retail copy shops obtain a Special Use Permit when located in the B-1 district to assess impacts like traffic, activities, number of employees, and the like. In addition to the Special Use Standards (Sec. 13.09), a retail copy shop has the following Special Condition, as listed in Sec. 7.04(12):

12. "Such special use may be permitted with administrative approval if the business space is less than 1,000 square feet"

The petitioner has provided the necessary responses to the special use standards in their narrative as well as provided a floor plan showing the layout of the space. The floor plan shows that the unit is around 1,350 square feet, so Special Condition #12 is not applicable.

The petitioner has explained their operations in their narrative as a franchise of the PostNet business. PostNet offers many services including, but not limited to, printing, graphic design, shipping, packaging, mailing, and notary services. At the December 11, 2024 Planning and Zoning Commission meeting, the petitioner updated the hours of operation to the following:

- Monday through Friday: 8:00 a.m. to 6:00 p.m.
- Saturday: 9:00 a.m. to 3:00 p.m.

The petitioner expects to have two full-time employees and two part-time employees. The petitioner has also provided a plan for parking and delivery vehicles, which has been attached to this report.

Appendix A, Section 10.06(B)(2)(a) states proposed uses in buildings zoned B-1 that existed before December 17, 2020 are not required to provide off-street parking. Any spaces provided are deemed conforming. PostNet would have a parking minimum of one space for every two employees. Since the petitioner expects four employees, only two spaces are required. There is one dwelling unit on the second story, which also requires two spaces. This means that four off-street parking spaces would be required for the whole building.

There is a gravel area to the rear of the property that is used for parking. Since no spaces are clearly delineated, it technically has zero off-street parking spaces. Additionally, there is on-street parking along Cass Avenue and Irving Street, and the Lincoln Street public parking lot is immediately west of the subject property. The parking and delivery vehicle plan shows that though the subject property is not required to provide parking, there is enough space to accommodate the minimum requirement.

#### **IV. SUMMARY**

The petitioner seeks a special use permit and a B-1 development permit to operate PostNet, a retail copy shop at 36 North Cass Avenue. The requests comply with both the requirements of the Zoning Ordinance and the recommendations from the Comprehensive Plan, and are subject to the standards of a special use permit approval.

#### **V. LEGAL**

- A. Notification: A legal notice was published in Westmont Suburban Life on November 21, 2024.
- B. Code References: Appendix A: Section 7.02(F); 7.03(A)(15); 7.04; and 13.09

#### **VI. DOCUMENTS ATTACHED:**

- 1. Publication notice appearing in the November 21, 2024 Westmont Suburban Life.
- 2. Findings of Fact.
- 3. Petitioner Attachments received November 6, 2024 (Edited for VB):
  - a. Planning and Zoning Development Application, including responses to the Special Use Standards
  - b. B-1 Development Permit Application
  - c. Project Narrative
  - d. Floor Plan
  - e. Parking and Delivery Vehicle Plan
  - f. Owner's Deed
  - g. Plat of Survey
  - h. PostNet Business Detail Flyers



Certificate of the Publisher

Westmont Suburban Life

Description: PZC 027-2024 - 36 N CASS  
2208283

VILLAGE OF WESTMONT  
31 W QUINCY ST  
WESTMONT IL 60559

Shaw Media certifies that it is the publisher of the Westmont Suburban Life. The Westmont Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westmont, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/21/2024

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westmont, Illinois, on 21st day of November, A.D. 2024

Shaw Media By:



Laura Shaw, Publisher

Account Number 10074602

Amount \$98.46

**PUBLIC NOTICE**  
**LEGAL NOTICE / PUBLIC NOTICE**  
**VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION**  
**NOTICE OF PUBLICATION**  
NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, December 11, 2024 at 6:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.  
The purpose of the hearing is to consider a request from Bugwilder Studios, LTD, d/b/a PostNet, for the property at 36 North Cass Avenue, Westmont, Illinois, 60559, for the following:  
1. Special Use Permit to operate a retail copy shop in the B-1 Limited Business District.  
PIN: 09-09-222-015  
More Common Location: 36 North Cass Avenue, Westmont, Illinois, 60559  
Village Code(s) Applicable: Appendix A, Sections 7.03 (A)(15); 13.09  
Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 8:00 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. All interested persons in attendance will be allowed to express their views.  
WESTMONT PLANNING AND ZONING COMMISSION  
Doug Carmichael, Chairperson  
(Published in Westmont Suburban Life Nov. 21, 2024) 2208283

**VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION**  
**FINDINGS OF FACT**

**PUBLIC HEARING OF DECEMBER 11, 2024**

**PZC 027-2024: Bugwilder Studios, LTD d/b/a PostNet, regarding 36 N. Cass Avenue, Westmont**

Request for a special use to allow a retail copy shop in the B-1 Limited Business District.

***CRITERIA NO. 1: That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.***

**FINDINGS OF FACT:** The proposed retail copy shop will provide a needed service to the public. This use will be conducted inside leased commercial space and will operate during normal business hours. This use is not expected to endanger or be detrimental to the public health, safety, morals, comfort or general welfare.

***CRITERIA NO. 2: That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.***

**FINDINGS OF FACT:** The proposed retail copy shop's operations will be conducted inside leased commercial space and will operate during normal business hours. This proposed use will not generate adverse traffic, noise, odors, light, and this proposed use will not have any adverse effects on other properties in the immediate vicinity.

***CRITERIA NO. 3: That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.***

**FINDINGS OF FACT:** Surrounding properties are fully developed. Allowing this use in an existing building will not impede the redevelopment of the surrounding area.

***CRITERIA NO. 4: That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.***

**FINDINGS OF FACT:** The existing commercial space is currently served by adequate utilities, access ways, and other necessary facilities, and this proposed use will not strain those existing facilities.

***CRITERIA NO. 5: That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.***

**FINDINGS OF FACT:** This use is not expected to generate traffic of any significance. The property contains an existing gravel parking lot that is sufficient to meet the parking needs of the Petitioner, as well as the second-floor residential tenants. Additionally, there is ample public parking available on and around Cass Avenue and in nearby public parking lots.

***CRITERIA NO. 6: That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.***

**FINDINGS OF FACT:** The proposed use meets all other requirements of the Zoning Ordinance, and no variances are requested or required.



**VILLAGE OF WESTMONT**  
**Board of Trustees Memorandum**  
**January 9, 2025**

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**Item for Board of Trustees Consideration:**

Board to consider an ordinance approving request from Illiknives, LLC, d/b/a Amalgam Martial Academy (Petitioner), and Bassam Shaheen (Owner) at 27 East Chicago Avenue, Westmont, Illinois, 60559 for the following:

1. Special Use Permit to operate a commercial school in the B-2 General Business District

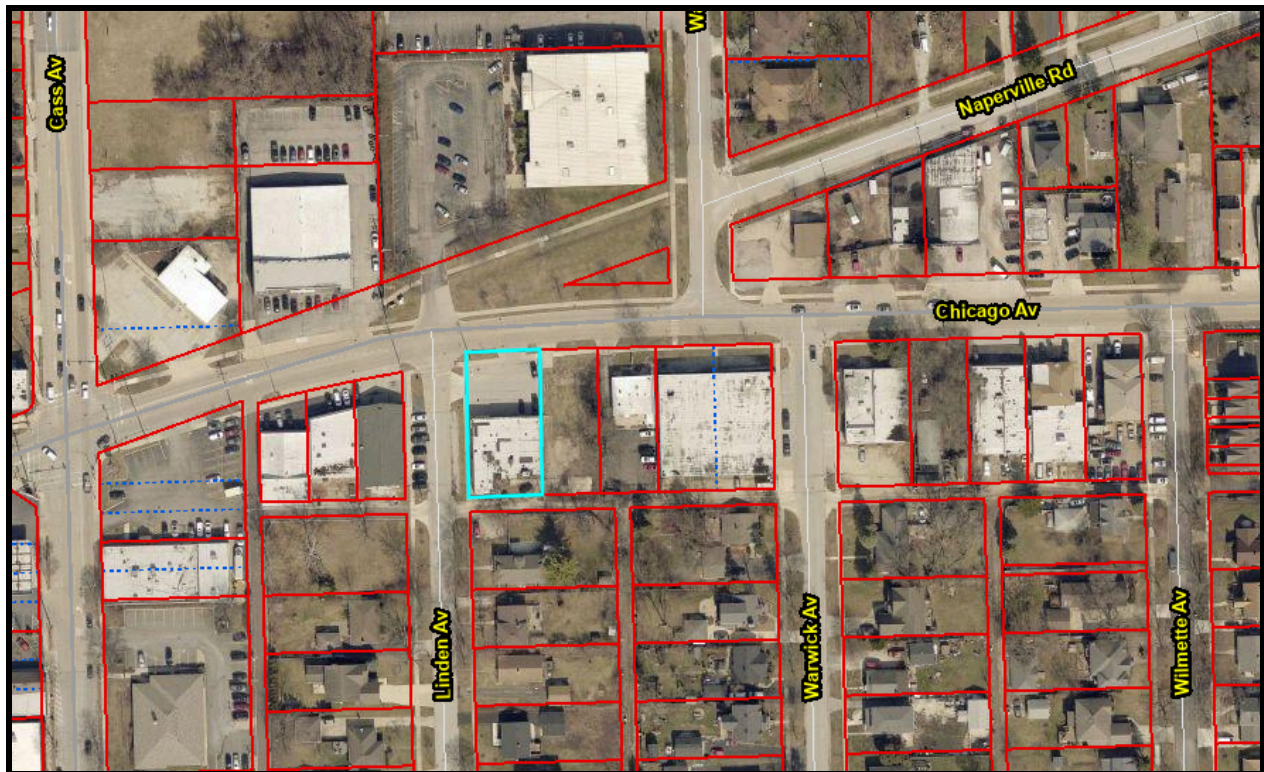
**Planning and Zoning Commission recommendation:**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for the Special Use Permit request (7-0).

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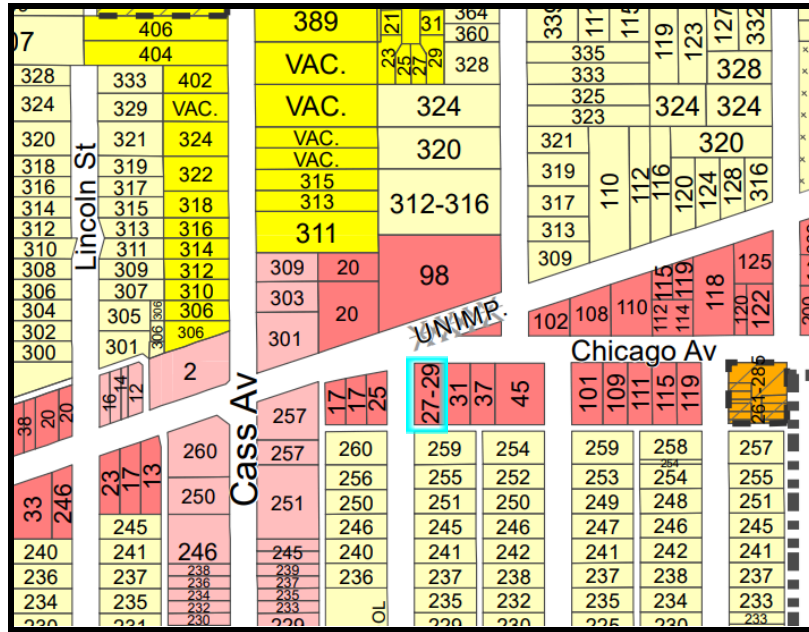
**I. BACKGROUND OF ITEM**

- A. Location: The subject site is located on Chicago Avenue between Linden Avenue and Warwick Avenue. 27-29 East Chicago Avenue is a multi-tenant commercial center currently occupied by a grocery store, record store, and a daycare center. The lot is 76 feet by 150 feet, for an area of 11,400 square feet, or 0.26 acres.



**Aerial Map - 27 East Chicago Avenue (source: DuPage County Parcel Viewer)**





**Zoning Map - 27 East Chicago Avenue**

**B. Zoning Designations:**

|                         |                                               |
|-------------------------|-----------------------------------------------|
| <b>SUBJECT PROPERTY</b> | B-2 General Business District                 |
| <b>NORTH</b>            | B-2 General Business District                 |
| <b>SOUTH</b>            | R-3 Single-Family Detached Residence District |
| <b>EAST</b>             | B-2 General Business District                 |
| <b>WEST</b>             | B-2 General Business District                 |

**C. Neighborhood Characteristics**

The lot is located in the McIntosh, A.T., & Co.'s 1st Addition to Westmont Subdivision, which was recorded in 1921. It is near the center of the Village, just northeast of Downtown Westmont. The Naperville Road/Chicago Avenue corridor is an area in transition, as it features commercial uses ranging from low- to high-intensity. Uses in this corridor include a gym, dance school, a fabricating and welding business, an auto body shop, among others. Not only is this corridor an area in transition, it also serves as a transition from Downtown Westmont to the surrounding residential uses, many of which are single-family residences. 27 East Chicago Avenue was most recently occupied by the food store Apple Valley Natural Foods.



**Street View (from Chicago Avenue) - 27 East Chicago Avenue (source: Google)**



Street View (from Linden Avenue) - 27 East Chicago Avenue (source: Google)

## II. PETITIONER REQUEST:

The petitioner has requested a Special Use Permit for Amalgam Martial Academy, a martial arts commercial school, in the B-2 General Business District.

## III. ZONING ANALYSIS

### A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is B-2 General Business District, which allows for a wide variety of retail, restaurant, and service uses. The subject property is a multi-tenant center that hosts a food store, a record store, and a daycare center.

The Comprehensive Plan designates the future land use in this area as General Commercial, which describes the designation as an area “...*intended to accommodate less intense commercial uses to primarily cater to the day-to-day needs of Westmont residents.*”

More specifically, the Comprehensive Plan identifies this property in the Naperville & Cass Subarea, which is described as having “...*a unique mix of commercial, residential, and light industrial uses....*” and “...*enhancements are needed to ensure compatibility between differing uses and create a more unified appearance within the subarea.*” The Plan further states this property is for neighborhood businesses which should “...*strengthen the buffer against residential lots in order to minimize their impact.*”

### B. Entitlement Request

The petitioner has provided project narrative and supporting documentation for the following requests, including the necessary responses to the Special Use Standards and special conditions. Any corresponding standards for entitlement approval consideration can be referenced in item V(B) below.

- **Special Use Permit request for a commercial school in the B-2 General Business District**

Appendix A, Section 7.03(A)(115) requires that all commercial schools obtain a Special Use Permit in B-2 District to assess impacts like traffic, activities, number of employees, and operating hours. In addition to the Special Use Standards (Sec. 13.09), commercial schools have the following additional Special Condition, as listed in Sec. 7.04(2 and 12):

2. "Such special use may be permitted where the owner satisfactorily establishes that there will be no appreciable traffic congestion or hazard to pedestrian safety."
12. "Such special use may be permitted with administrative approval if the business space is less than 1,000 square feet"

The petitioner has provided the necessary responses to the special use standards and special conditions in their narrative as well as provided a floor plan showing the layout of the space. The floor plan shows that the unit is around 1,700 square feet, so Special Condition #12 is not applicable.

In regard to Special Condition #2, the petitioner has provided a Parking and Traffic Plan, which explains that employees and students will use the parking lot in front of their unit. The anticipated traffic impacts should be low because the class sizes are typically less than ten students. Traffic for the Academy will peak just before class begins and right after class ends. The Academy does not anticipate negatively impacting the existing traffic patterns nor create any safety hazards.

The petitioner has described Amalgam Martial Academy's operations in their narrative as a martial arts academy. The Academy will offer structured martial arts classes taught by one or two instructors in class sizes that are typically 10 students or less. The petitioner teaches classes by age, with classes for children broken up by two-year increments and one class for adults.

The hours of operation will be as follows:

- Monday through Thursday: 5:00 p.m. to 8:00 p.m.
- Saturday: 9:00 a.m. to 11:45 a.m.
- Sunday: 3:00 p.m. to 4:00 p.m.

Appendix A, Section 10.06(B)(3)(b) states that the existing parking in multi-tenant commercial buildings, like the subject property, is deemed conforming. Although not required, the typical parking requirement for a commercial school is one space per two employees, plus one space per seven students. With two teachers and an anticipated maximum of ten students per class, the Academy would be required to provide a minimum of four parking spaces. The subject property provides more parking spaces than the required minimum.

The use must be considered to the Special Use standards, which are noted below:

*Standards for Special Uses Sec. 13.09(D):*

*A proposed special use shall substantially meet the following standards in order to obtain the recommendation of the planning and zoning commission and approval of the board of trustees:*

- 1) *That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
- 2) *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.*
- 3) *That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
- 4) *That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.*
- 5) *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

- 6) *That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.*

**IV. SUMMARY**

The petitioner seeks a special use permit to operate Amalgam Martial Academy, a martial arts commercial school, at 27 East Chicago Avenue. The request complies with both the requirements of the Zoning Ordinance and the recommendations from the Comprehensive Plan, and is subject to the standards of a special use permit approval and special conditions.

**V. LEGAL**

- A. Notification: A legal notice was published in Westmont Suburban Life on November 21, 2024.  
B. Code References: Appendix A: Section 7.03(A)(115), 7.04, and 13.09

**VI. DOCUMENTS ATTACHED:**

1. Publication notice appearing in the November 21, 2024 Westmont Suburban Life.
2. Findings of Fact.
3. Petitioner Attachments received November 8, 2024 (Edited for VB):
  - a. Planning and Zoning Development Application, including responses to the Special Use Standards and Special Conditions
  - b. Project Narrative
  - c. Floor Plan
  - d. Parking and Traffic Plan
  - e. Signed Lease Agreement
  - f. Plat of Survey



Certificate of the Publisher

Westmont Suburban Life

Description: PZC 028-2024 - 27 E CHICA  
2208287

VILLAGE OF WESTMONT  
31 W QUINCY ST  
WESTMONT IL 60559

Shaw Media certifies that it is the publisher of the Westmont Suburban Life. The Westmont Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westmont, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/21/2024

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westmont, Illinois, on 21st day of November, A.D. 2024

Shaw Media By:



Laura Shaw, Publisher

Account Number 10074602

Amount \$101.18

**PUBLIC NOTICE**  
**LEGAL NOTICE / PUBLIC NOTICE**  
**VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION**  
**NOTICE OF PUBLICATION**  
NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, December 11, 2024 at 6:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559.

The purpose of the hearing is to consider a request from Illiknives, LLC, d/b/a Amalgam Martial Academy (Petitioner), and Bassam Shaheen (Owner) for the property at 27 East Chicago Avenue, Westmont, Illinois, 60559, for the following:

1. Special Use Permit to operate a commercial school in the B-2 General Business District.

PIN: 09-10-101-001

More Common Location: 27 East Chicago Avenue, Westmont, Illinois, 60559

Village Code(s) Applicable: Appendix A, Sections 7.03 (A)(115); 7.04; 13.09

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 8:00 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. All interested persons in attendance will be allowed to express their views.

**WESTMONT PLANNING AND ZONING COMMISSION**  
Doug Carmichael,  
Chairperson

(Published in Westmont Suburban Life Nov. 21, 2024) 2208287

**VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION**  
**FINDINGS OF FACT**

**PUBLIC HEARING OF DECEMBER 11, 2024**

**PZC 028-2024: Illiknives, LLC, d/b/a Amalgam Martial Academy, regarding 27 East Chicago Avenue, Westmont**

Request for a special use to allow a commercial school (martial arts academy) in the B-2 General Business District.

***CRITERIA NO. 1: That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.***

**FINDINGS OF FACT:** The proposed lawful use will benefit the public by providing athletic training and self-defense training to its students. This proposed use will operate completely indoors and during regular business hours. This use is not expected to be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

***CRITERIA NO. 2: That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.***

**FINDINGS OF FACT:** This proposed use will operate completely indoors and during regular business hours. This use is not expected to generate adverse traffic, noise, odors, light or other adverse impacts. This use is not expected to be injurious to the use and enjoyment of other property in the immediate vicinity.

***CRITERIA NO. 3: That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.***

**FINDINGS OF FACT:** Surrounding properties are fully developed and allowing this use in an existing building will not impede the redevelopment of surrounding properties.

***CRITERIA NO. 4: That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.***

**FINDINGS OF FACT:** The existing building is already served by adequate utilities, access ways, and other facilities, and this proposed use is not expected to strain said facilities.

***CRITERIA NO. 5: That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.***

**FINDINGS OF FACT:** This use is not expected to generate adverse traffic due to the small class sizes. The property contains sufficient off-street parking to accommodate this proposed use. The property contains sufficient means of ingress-egress.

***CRITERIA NO. 6: That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.***

**FINDINGS OF FACT:** The proposed use meets all other requirements of the Zoning Ordinance and no zoning variances are requested or required.

***CRITERIA NO. 7: The proposed use meets the special conditions of Special Condition 2.***

**FINDINGS OF FACT:** This proposed use meets Special Condition #2 because the use is not expected to cause appreciable traffic congestion or hazard to pedestrian safety. Classes will be limited to 10 students or less at any one time, and classes will be staggered. This small class size and the limited number of employees will not create traffic congestion. This use is not expected to generate significant pedestrian traffic, but the property is accessible to pedestrians through the existing network of public sidewalks.



# Village of Westmont Planning and Zoning Application and Instructions

Community Development Department  
31 West Quincy Street  
Westmont, Illinois 60559  
630-981-6260

PZC-028-2024

|                        |         |
|------------------------|---------|
| <i>Office Use Only</i> |         |
| Date Received:         | 11/8/24 |
| By:                    |         |

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**PROJECT NAME:** Amalgam Martial Academy

**Subject Property Street Address:** 27 E. Chicago Ave. Westmont IL 60559

**PIN Number(s):** 09-10-101-001

---

**PETITIONER / BILLING CONTACT (Agent and Project Manager for the Petition):**

Petitioner (and corporation if applicable): Frank Delo - Illiknives LLC

Address: 1150 Robey Ave Downers Grove IL 60516

Phone: 708-207-3994

Email: Info@amalgammartialacademy.com

Relationship of Petitioner to Property Owner: Client/Tenant



**PROJECT DESCRIPTION:** \_\_\_\_\_

Amalgam Martial Academy has been serving the west suburban community since 2015. Our academy is dedicated to providing a supportive and disciplined environment where students of all ages can improve their physical fitness, learn self-defense, learn and appreciate world culture, and develop personal discipline. We are excited to continue contributing to the Westmont community by fostering a space for personal growth, fitness, and well-being.

Amalgam Martial Academy offers structured martial arts classes Monday through Thursday from 5:00 PM to 8:00 PM, on Saturday from 9:00 AM to 11:45 AM, and on Sunday at 3:00 PM. Each of our classes maintains an intimate setting, with up to two instructors at a time serving fewer than ten students per class. Our small class sizes allow for personalized instruction and minimal impact on local traffic.

**PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):**

Property owner(s): Bassam Shaheen \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BUSINESS OWNER INFORMATION (IF DIFFERENT THAN PETITIONER and PROPERTY OWNER):**

Property owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

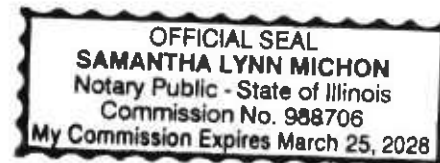
**PETITIONER SIGNATURE:**

Type or print name: Frank G Delo Jr

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 7 DAY OF November, 20 24

[Signature]  
Notary Public



**OWNER SIGNATURE:**

Type or print name: BASSAM SHAHRI

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 7 DAY OF November, 20 24

[Signature]  
Notary Public

**Commercial School  
Responses to Special Use Standards and Conditions**

**Special Use Standards**

1. That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Amalgam Martial Academy operates as a structured martial arts school that emphasizes safety, discipline, and personal development. With class sizes kept under ten students and supervised instruction by experienced staff, the academy provides a safe environment for all participants. Furthermore, the school encourages respect and discipline, fostering a positive influence in the community. We believe the establishment and operation of our school will enhance, rather than detract from, the public's health, safety, and general welfare by promoting fitness, self-discipline, and personal growth.

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

Amalgam Martial Academy's operations are designed to integrate smoothly within the neighborhood. The school's *small class sizes and staggered class schedule* minimize any potential disruptions to neighboring businesses and residences. Given the academy's commitment to community values and its emphasis on creating a positive, disciplined environment, we anticipate that our presence will add to the appeal of the area and positively impact property values and community enjoyment.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The establishment of Amalgam Martial Academy will not interfere with future development or improvements within the surrounding area. Our school's operations are contained within a designated commercial space, with minimal exterior modifications needed, thus preserving the area's capacity for normal and orderly development as outlined in zoning regulations. Additionally, our activities align with the commercial purpose of the district and add value to the local community.

4. That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.

Amalgam Martial Academy is expecting to be located at 27 E. Chicago Ave., a well-equipped commercial space with existing utilities, access ways, drainage, and other facilities. These infrastructure elements are more than sufficient to support our small-scale operation without necessitating any further enhancements or placing additional strain on municipal services.

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

With a capped class size of fewer than ten students per session and a staggered schedule, Amalgam Martial Academy's traffic impact is expected to be minimal. Parking options near the academy and efficient ingress and egress procedures further reduce the likelihood of traffic congestion. Students and parents can easily enter and exit the premises, keeping the flow of traffic smooth and non-disruptive to public streets.

6. That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.

Amalgam Martial Academy is committed to full compliance with all applicable regulations of the district. We will continue to work closely with the village board and plan commission to ensure that our operation meets or exceeds all zoning requirements and community standards.

**Special Condition #2:** Such special use may be permitted where the owner satisfactorily establishes that there will be no appreciable traffic congestion or hazard to pedestrian safety.

Amalgam Martial Academy's operating model is designed to minimize traffic congestion and maintain pedestrian safety. Our class sizes are small, which limits the number of vehicles arriving and departing at any one time. The academy's location provides easy and safe access for both pedestrians and drivers, ensuring that students and parents can arrive and leave without disrupting traffic or endangering pedestrians. Our staggered schedule and dedicated attention to smooth ingress and egress contribute to safe and efficient traffic management.



Frank Delo Jr.  
Amalgam Martial Academy  
Hosted by Cordia Senior Residence  
865 N. Cass Ave.  
Westmont, IL 60559  
11/8/2024

Village of Westmont  
31 W Quincy St  
Westmont, IL 60559

Subject: Proposal for Amalgam Martial Academy Application

To Whom It May Concern:

I am pleased to submit a proposal for Amalgam Martial Academy, to be prospectively located at 27 E. Chicago Ave. in Westmont, IL. Our academy is dedicated to providing a supportive and disciplined environment where students of all ages can improve their physical fitness, learn self-defense, learn and appreciate world culture, and develop personal discipline. We are excited to continue contributing to the Westmont community by fostering a space for personal growth, fitness, and well-being.

Amalgam Martial Academy offers structured martial arts classes Monday through Thursday from 5:00 PM to 8:00 PM, on Saturday from 9:00 AM to 11:45 AM, and on Sunday at 3:00 PM. Each of our classes maintains an intimate setting, with up to two instructors at a time serving fewer than ten students per class. Our small class sizes allow for personalized instruction and minimal impact on local traffic.

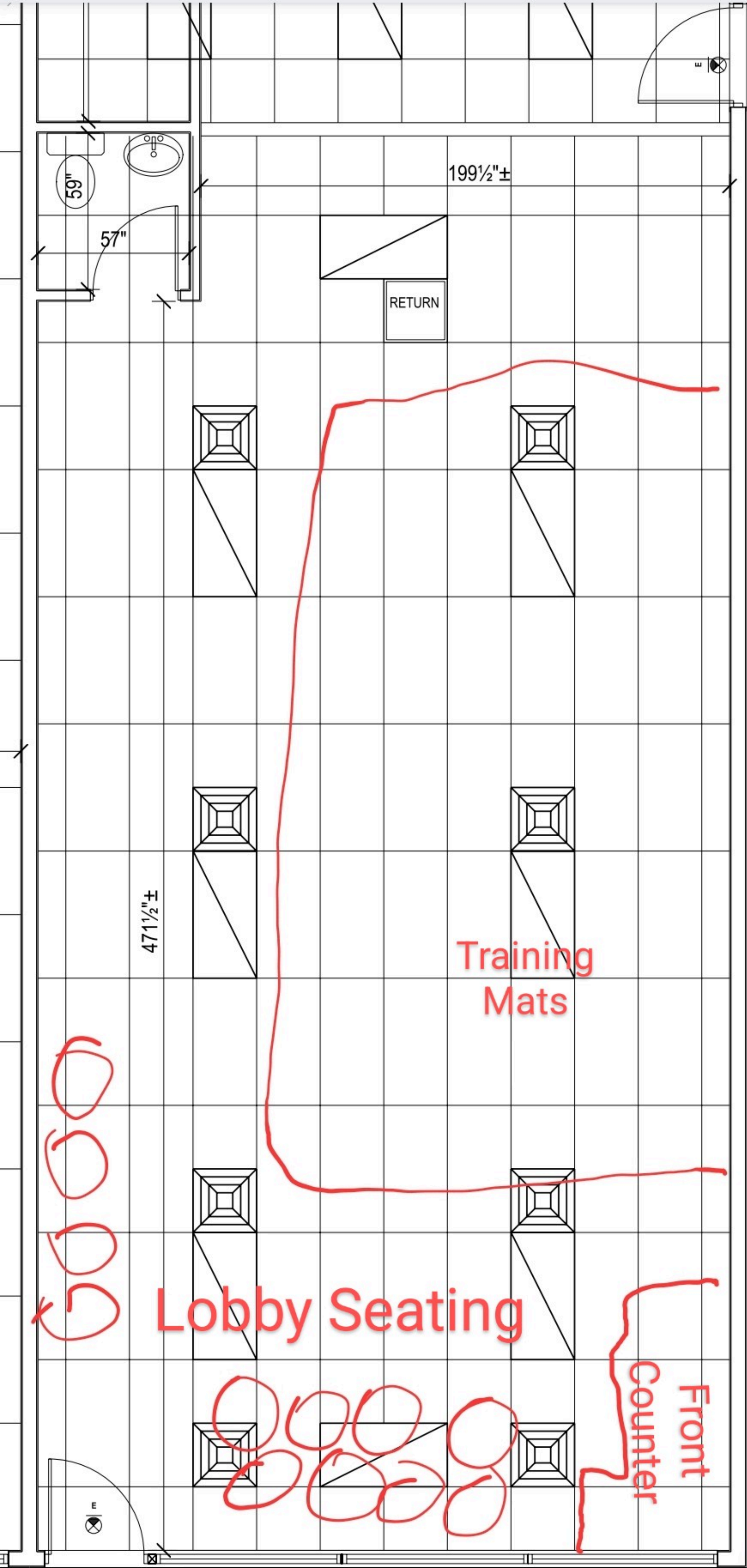
Attached to this proposal, you will find the necessary documentation, including a Traffic Impact Statement, which outlines the expected traffic generation, peak hours, and parking requirements. We are confident that our academy's operations will have a minimal impact on the surrounding area due to our limited class sizes, staggered schedule, and convenient parking access.

Thank you for your consideration of our proposal. We look forward to the opportunity to discuss any questions or additional information that may support our application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Delo Jr.', with a stylized flourish at the end.

Frank Delo Jr.  
Owner/Instructor  
Amalgam Martial Academy  
AmalgamMartialAcademy.com



# Parking and Traffic Plan for Amalgam Martial Academy

Location: 27 E. Chicago Ave., Westmont, IL  
Prepared by: Frank Delo, Owner & Instructor

## 1. Project Description:

Amalgam Martial Academy, expected to be located at 27 E. Chicago Ave., is a martial arts school that offers structured fitness and self-defense classes for children, teens, and adults. Programs focus on physical conditioning, discipline, world culture, and personal development in a supportive, community-oriented environment.

## 2. Expected Traffic Generation:

Traffic to and from Amalgam Martial Academy is expected to be light to moderate due to class sizes currently capped at under ten students. Traffic is anticipated to peak around class start and end times, primarily in the early evening on weekdays and mid-morning on Saturdays.

## 3. Peak Operating Hours:

The business hours for Amalgam Martial Academy are as follows:

Monday – Thursday: 5:00 PM to 8:00 PM  
Saturday: 9:00 AM to 11:45 AM  
Sunday: 3:00 PM to 4:00 PM

## 4. Vehicle Trip Generation:

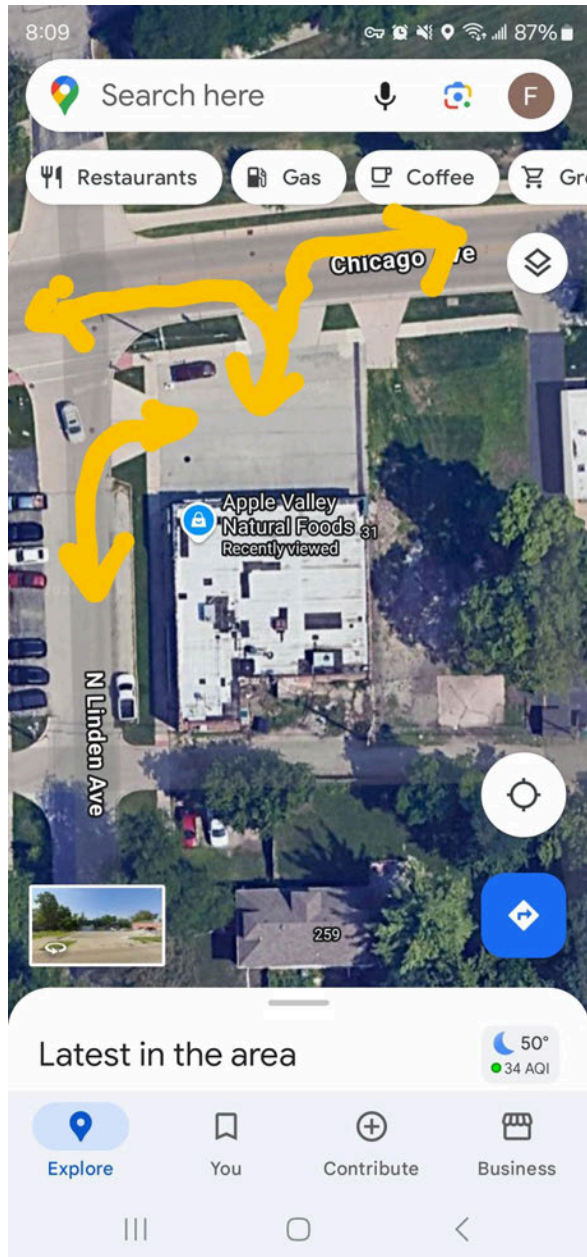
Estimated Number of Classes Per Day: 1 to 3 classes during operational hours.  
Typical Class Size: Fewer than ten students per class.

## 5. Parking and Access:

The academy is located on a main thoroughfare with access to an on site lot and nearby parking options. Given the smaller class sizes and staggered schedule, parking demand is expected to be manageable, with on-site or nearby street parking sufficient to accommodate students, parents, and staff during peak times.

## 6. Expected Impact on Traffic Flow:

Given the limited class sizes and staggered arrival and departure of students, the traffic impact on E. Chicago Ave. is expected to be minimal. As most students arrive just before class start times and depart promptly afterward, there is no anticipated congestion during operating hours.



binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this \_\_\_\_ day of 11/1/2024, 20\_\_\_\_.

**Lessee's Signature**

Signed by: Frank Delo  
DocuSigned by: [Signature]  
1A36A0A8749441 20C83933935240A

**Printed Name**

Frank Delo Jason Wenz

**Lessor's Signature**

DocuSigned by: Bassam Shaheen  
142A6D5605BC4A1

**Printed Name**

Bassam Shaheen

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_  
\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF \_\_\_\_\_  
\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

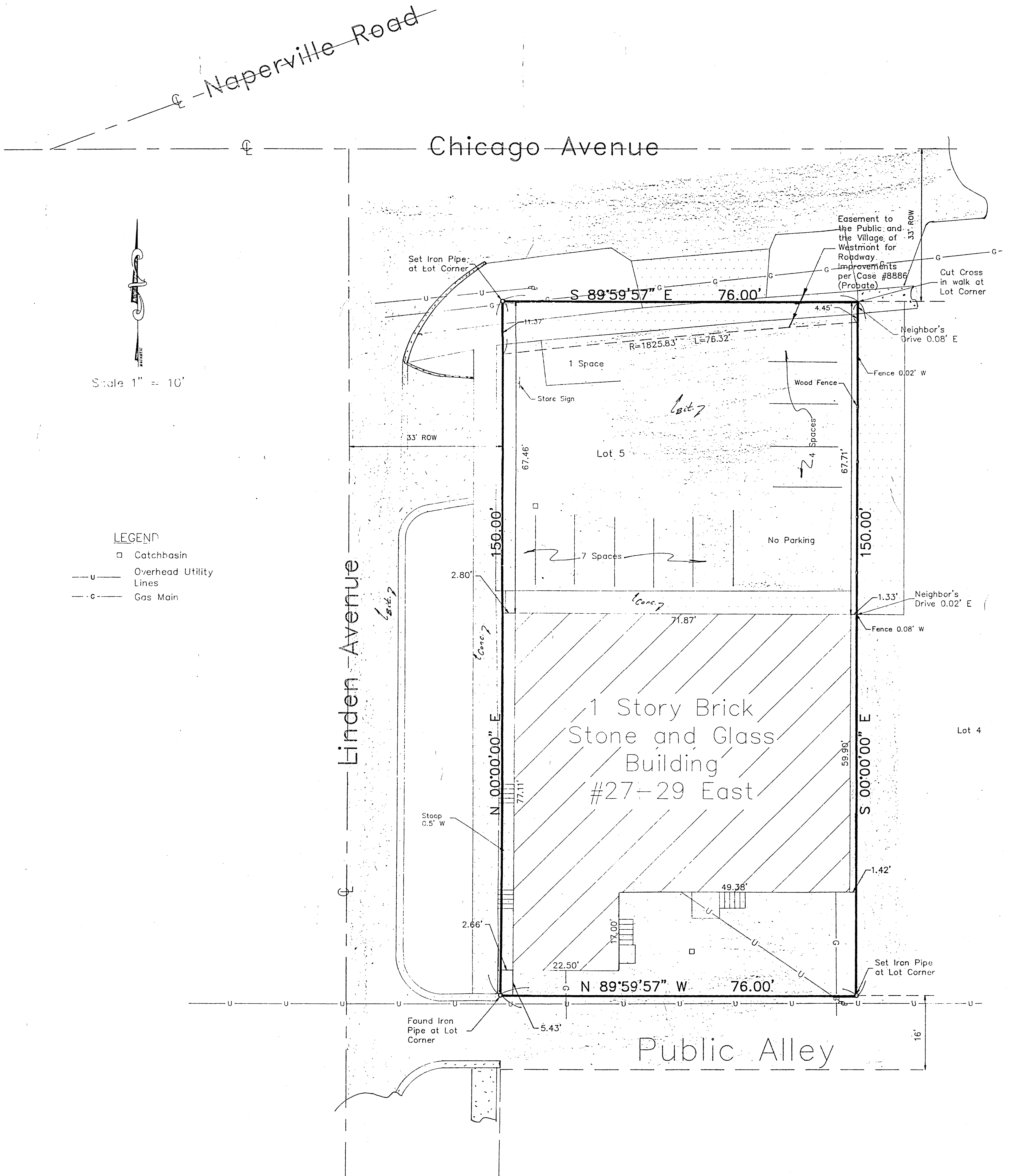
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



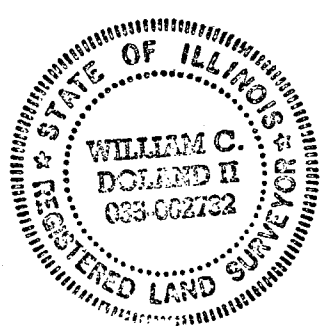


# PLAT OF SURVEY

LOT 5 IN BLOCK 3 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, IN DuPAGE COUNTY, ILLINOIS.



State of Illinois  
County of Cook  
I, William C. Doland II, hereby certify that I  
have surveyed the above described property and  
that the Plat hereon drawn is a correct  
representation of said Survey.  
Dated at Franklin Park ILL. this 10th day of Feb. 1992  
*William C. Doland II*  
Illinois Registered Land Surveyor No. 2732



Accurate Survey Service

10009 Grand Ave Suite 204  
Franklin Park, IL. 60131

Phone (708) 451-0060

**Exhibit A**

**Legal Description**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The north 600 feet of the East 285 feet of the following described property: that part of the West half of the North East quarter of Section 21, Township 38 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the North West corner of the West half of the North East quarter of Section 21, Township 38 North, Range 11, East of the Third Principal Meridian; thence East on the North line of said North East quarter 60 rods (990 feet); thence South and parallel to the West line of said North East quarter 80 rods (1320 feet) thence West and parallel to the North line of said North East quarter 60 rods (990 feet); thence North along West line of said North East quarter 80 rods (1320 feet) to the place of beginning, in DuPage County, Illinois.

P.I.N. 09-21-200-002

Property Address: 233 W. 63<sup>rd</sup> Street, Westmont, Illinois 60559

**Exhibit B**

**Planned Development Ordinance**



# **Published in Pamphlet Form**

## **VILLAGE OF WESTMONT**

### **ORDINANCE NO. 09-17**

#### **TITLE:**

**An ordinance approving the rezoning of 233 West 63<sup>rd</sup> Street, Westmont as a planned development overlay district in the underlying C-1 Business District with exceptions from the Village of Westmont Zoning Code.**

**Adopted by the Westmont Village Board on: March 16, 2009**

**\*Posted for Public Viewing on: March 17, 2009**

**Not to be removed from public viewing before: March 27, 2009**

*\*This ordinance becomes effective ten (10) days after the date it is posted for viewing.*



**ORDINANCE NO. 09- 17**  
**AN ORDINANCE APPROVING THE REZONING OF 233 WEST 63<sup>RD</sup> STREET,  
WESTMONT AS A PLANNED DEVELOPMENT OVERLAY DISTRICT IN THE  
UNDERLYING C-1 BUSINESS DISTRICT WITH EXCEPTIONS FROM  
THE VILLAGE OF WESTMONT ZONING CODE**

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

WHEREAS, William B. Gust, d/b/a HB Securities ("Applicant") is the contract purchaser of real property commonly known as 233 West 63<sup>rd</sup> Street, Westmont, Illinois (the "Subject Property"), which is legally described in Exhibit "A" attached hereto; and

WHEREAS, the Subject Property was rezoned from R-1 Residential to C-1 Commercial Business District in Year 2007 and is located within the South Westmont Business District; and

WHEREAS, the Subject Property is currently improved with a legal, non-conforming single family house and several cellular antennas; and

WHEREAS, Applicant proposes to redevelop the Subject Property with an indoor sports facility for soccer and other sports, which will contain a retail component, and also proposes to redevelop the Subject Property with an attached retail strip center; and

WHEREAS, due to the multiple uses proposed for this single parcel (sports facility, retail, cellular antennas) and due to the location of the proposed building to maximize parking and aesthetics which results in several exceptions from the Westmont Zoning Code, the Village has determined that this proposal must be processed as a planned development pursuant to Article IX of the Westmont Zoning Code; and

WHEREAS, the Westmont Planning and Zoning Commission conducted a public hearing after due notice and voted to recommend this planned development pursuant to its written findings of fact; and

WHEREAS, the Village of Westmont Board of Trustees adopts said written findings of fact and desires to approve this planned development request.

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 Subject Property is hereby rezoned as a planned development overlay district in the underlying C-1 Commercial Business District, and the following exceptions to the Village of Westmont Zoning Code are hereby granted in conjunction with Applicant's proposed development:

- A. An exception to reduce the required supplemental rear yard setback from 120 feet to 10 feet.

- B. An exception to permit parking in the required front yard setback.

**Section 2:** Due to the unique nature of this proposed development and in order to mitigate any adverse impacts on surrounding properties and to promote the redevelopment goals of the South Westmont Business District, the following special conditions are imposed on this development:

- A. No more than 20% of the retail strip center portion of the development upon the Subject Property shall contain non-retail uses. In the event Applicant or its successors violate this restriction, the Village may revoke the occupancy permit for those retail spaces within the retail strip center which are used in violation of this restriction.
- B. Applicant or its successor shall maintain in good condition and replace/repair as necessary all landscaping and fencing shown on the Site Plan and Landscaping Plan or otherwise required by this ordinance and the planned development agreement.
- C. Applicant shall install dense shrubs or equivalent landscaping along the east property line, and may utilize existing landscaping if approved by the Village's Economic Development Department. In addition, Applicant shall leave an open access point to the adjacent public park for pedestrian traffic.
- D. In the event that the existing fence located on the adjacent property to the west is removed or falls into disrepair, the Village's Economic Department may require Applicant to install a new fence on the Subject Property's west side pursuant to the existing Codes of the Village.
- E. No fence is required on the south side of the property.
- F. In the event the Subject Property's indoor sports complex is utilized for large-scale special events (including but not limited to sports card/memorabilia shows, regional soccer matches, etc.), then Applicant or its successor must (a) secure additional parking for the event on surrounding properties and provide proof thereof to the Village in advance of the event, and (b) provide at least 2 police officers on the Subject Property for traffic control during such special events.
- G. Applicant shall build-out the retail component of the proposed development at or around the same time as the build-out of the indoor sports complex, and development shall not occur in phases.
- H. Applicant shall commence construction within 2 years of approval of this ordinance, or all approvals by the Village shall automatically become null and void.

- I. Applicant shall complete construction within 18 months after commencement of construction, or all approvals by the Village shall automatically become null and void.
- J. In the event the indoor sports complex ceases to be used as an indoor sports facility for a period of 18 consecutive months, then the special use permit shall terminate.
- K. The indoor sports complex may not be used for any other purpose (excluding special events) without approval of the Village Board of Trustees.
- L. Applicant shall wrap the face brick and related architectural details around the west elevation of the indoor sports complex for approximately 30 feet, in a manner consistent with the architectural treatment provided for the east elevation of the indoor sports complex.
- M. This approval is subject to approval of Applicant's other development requests sought in connection with this planned development approval, and is subject to approval of a planned development agreement for the Subject Property as required by Article IX of the Zoning Code, which may clarify and/or expand these special conditions.

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

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

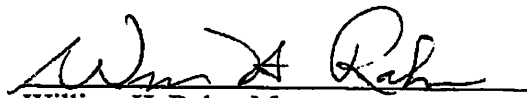
PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois this 2<sup>nd</sup> day of March, 2009.

Ayes: 5

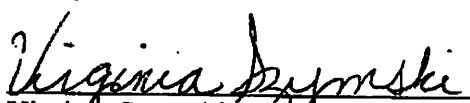
Nays: 0

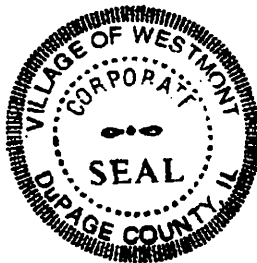
Absent: 1

APPROVED:

  
William H. Rahn, Mayor

ATTEST:

  
Virginia Szymanski, Village Clerk



**LEGAL DESCRIPTION**

**Legal Description:**

THE NORTH 600 FEET OF THE EAST 285 FEET OF THE FOLLOWING DESCRIPTION;  
THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE  
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON THE  
NORTH LINE OF SAID NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE SOUTH  
AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER, 80 RODS  
(1320 FEET), THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID  
NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE NORTH ALONG THE WEST  
LINE OF SAID NORTHEAST QUARTER, 80 RODS (1320 FEET) TO THE POINT OF  
COMMENCEMENT, IN DUPAGE COUNTY, ILLINOIS.

**P.I.N.: 09-21-200-002**

**More Common Location: 233 West 63<sup>rd</sup> Street, Westmont, IL 60559**

**Exhibit C**

**Special Use Ordinance**



# **Published in Pamphlet Form**

## **VILLAGE OF WESTMONT**

### **ORDINANCE NO. 09-18**

#### **TITLE:**

**An ordinance approving a Special Use Permit for an indoor sports facility for property located at 233 West 63<sup>rd</sup> Street.**

**Adopted by the Westmont Village Board on: March 16, 2009**

**\*Posted for Public Viewing on: March 17, 2009**

**Not to be removed from public viewing before: March 27, 2009**

*\*This ordinance becomes effective ten (10) days after the date it is posted for viewing.*

**ORDINANCE NO. 09-18**  
**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN INDOOR  
SPORTS FACILITY FOR PROPERTY LOCATED AT 233 WEST 63<sup>RD</sup> STREET**

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

WHEREAS, William B. Gust, d/b/a HB Securities ("Applicant") is the contract purchaser of real property commonly known as 233 West 63<sup>rd</sup> Street, Westmont, Illinois (the "Subject Property"), which is legally described in Exhibit "A" attached hereto; and

WHEREAS, the Subject Property was rezoned from R-1 Residential to C-1 Commercial Business District in Year 2007 and is located within the South Westmont Business District; and

WHEREAS, the Subject Property is currently improved with a legal, non-conforming single family house and several cellular antennas; and

WHEREAS, Applicant proposes to redevelop the Subject Property with an indoor sports facility for soccer and other sports, which will contain a retail component, and also proposes to redevelop the Subject Property with an attached retail strip center; and

WHEREAS, due to the multiple uses proposed for this single parcel (sports facility, retail, cellular antennas) and due to the location of the proposed building to maximize parking and aesthetics which results in several exceptions from the Westmont Zoning Code, the Village has determined that this proposal must be processed as a planned development pursuant to Article IX of the Westmont Zoning Code; and

WHEREAS, in addition to the planned development request for approval, Applicant seeks approval of a special use permit for this proposed use as an amusement establishment in the C-1 Commercial Business District; and

WHEREAS, the Westmont Planning and Zoning Commission conducted a public hearing after due notice and voted to recommend this special use pursuant to its written findings of fact; and

WHEREAS, the Village of Westmont Board of Trustees adopts said written findings of fact and desires to approve this special use request.

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

Section 1: Applicant's request for a special use permit to operate an indoor sports facility upon the Subject Property as an amusement is hereby approved. This approval is subject to approval of Applicant's other development requests sought in connection with this special use permit, and is subject to those special conditions set forth in the planned development ordinance and planned development agreement.

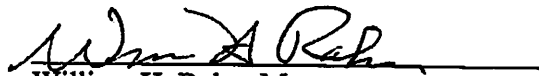
Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois this 2<sup>nd</sup> day of March, 2009.

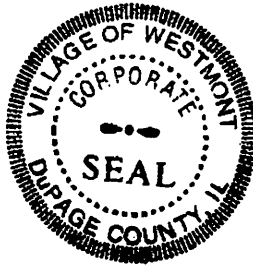
Ayes: 5      Nays: 0      Absent: 1

APPROVED:

  
William H. Rahn, Mayor

ATTEST:

  
Virginia Szymiski, Village Clerk



**LEGAL DESCRIPTION**

**Legal Description:**

THE NORTH 600 FEET OF THE EAST 285 FEET OF THE FOLLOWING DESCRIPTION;  
THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE  
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON THE  
NORTH LINE OF SAID NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE SOUTH  
AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER, 80 RODS  
(1320 FEET), THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID  
NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE NORTH ALONG THE WEST  
LINE OF SAID NORTHEAST QUARTER, 80 RODS (1320 FEET) TO THE POINT OF  
COMMENCEMENT, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-21-200-002

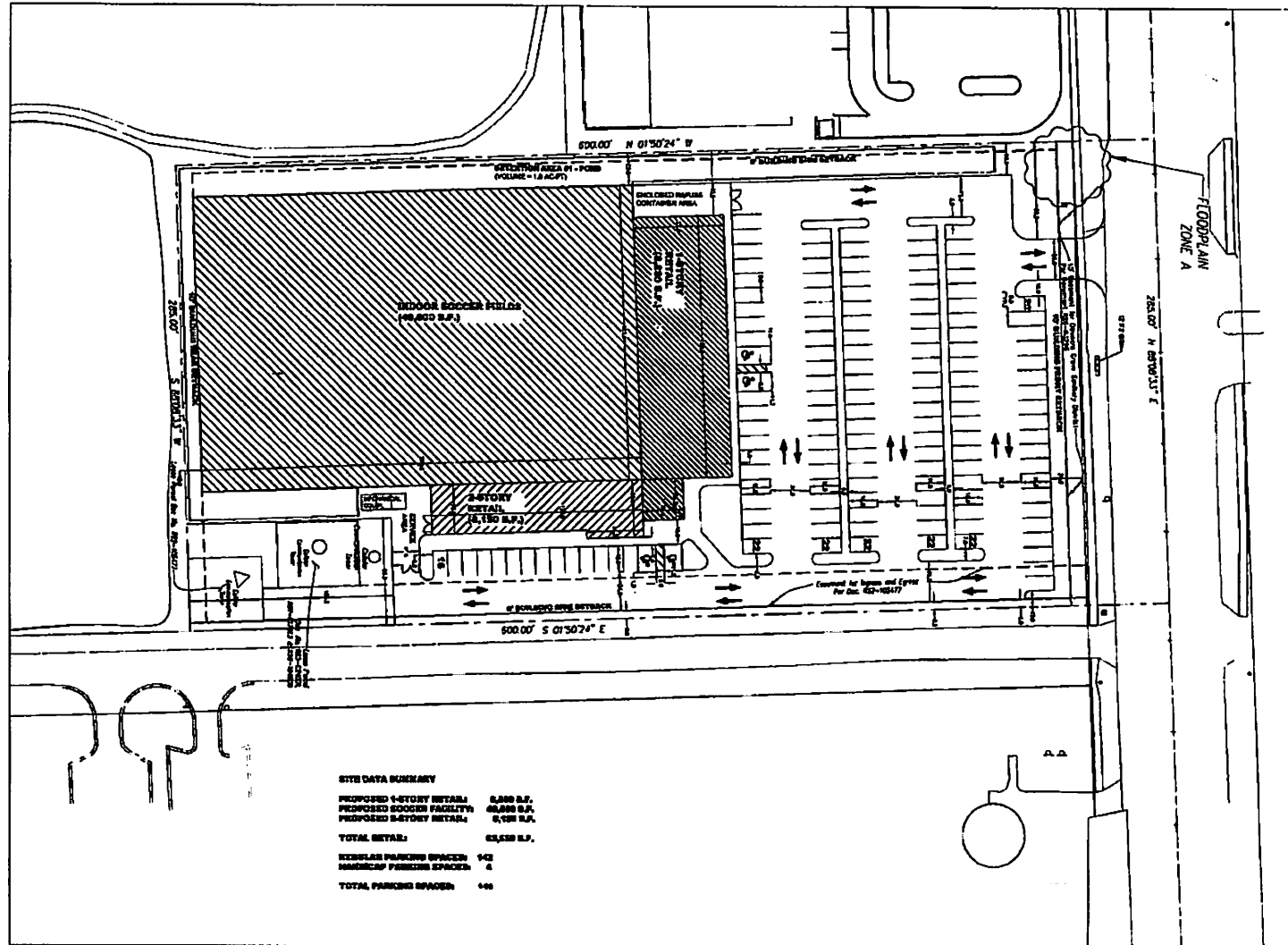
More Common Location: 233 West 63<sup>rd</sup> Street, Westmont, IL 60559

**Exhibit D**

**Site Plan**



# **PROPOSED SITE PLAN FOR 223 63RD STREET - WESTMONT, IL**



**SITE DATA SUMMARY**

|                                  |                    |
|----------------------------------|--------------------|
| PROPOSED 1-STORY RETAIL          | 6,880 S.F.         |
| PROPOSED SOCCER FACILITY         | 48,000 S.F.        |
| PROPOSED 3-STORY RETAIL          | 12,150 S.F.        |
| <b>TOTAL RETAIL</b>              | <b>65,030 S.F.</b> |
| <b>EXCELLENCE PARKING SPACES</b> | <b>142</b>         |
| <b>LANDSCAPE PARKING SPACES</b>  | <b>4</b>           |
| <b>TOTAL PARKING SPACES</b>      | <b>146</b>         |

|                                                                                                                       |                          |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>PROPOSED SITE PLAN</b>                                                                                             |                          |
| 223 63RD STREET - WESTMONT, IL                                                                                        |                          |
| DATE: 11-11-2011                                                                                                      | SCALE: 1"=40'-0"         |
| DESIGNED BY: J. L. BROWN                                                                                              | DRAWN BY: J. L. BROWN    |
| CHECKED BY: J. L. BROWN                                                                                               | APPROVED BY: J. L. BROWN |
| <b>PREPARED FOR:</b><br>LABSA, INC.<br>23 Woodland Street, Oak Brook, IL 60121<br>TEL: 630-577-6882 FAX: 630-577-6845 |                          |
| <b>Sheets 1/1</b>                                                                                                     |                          |

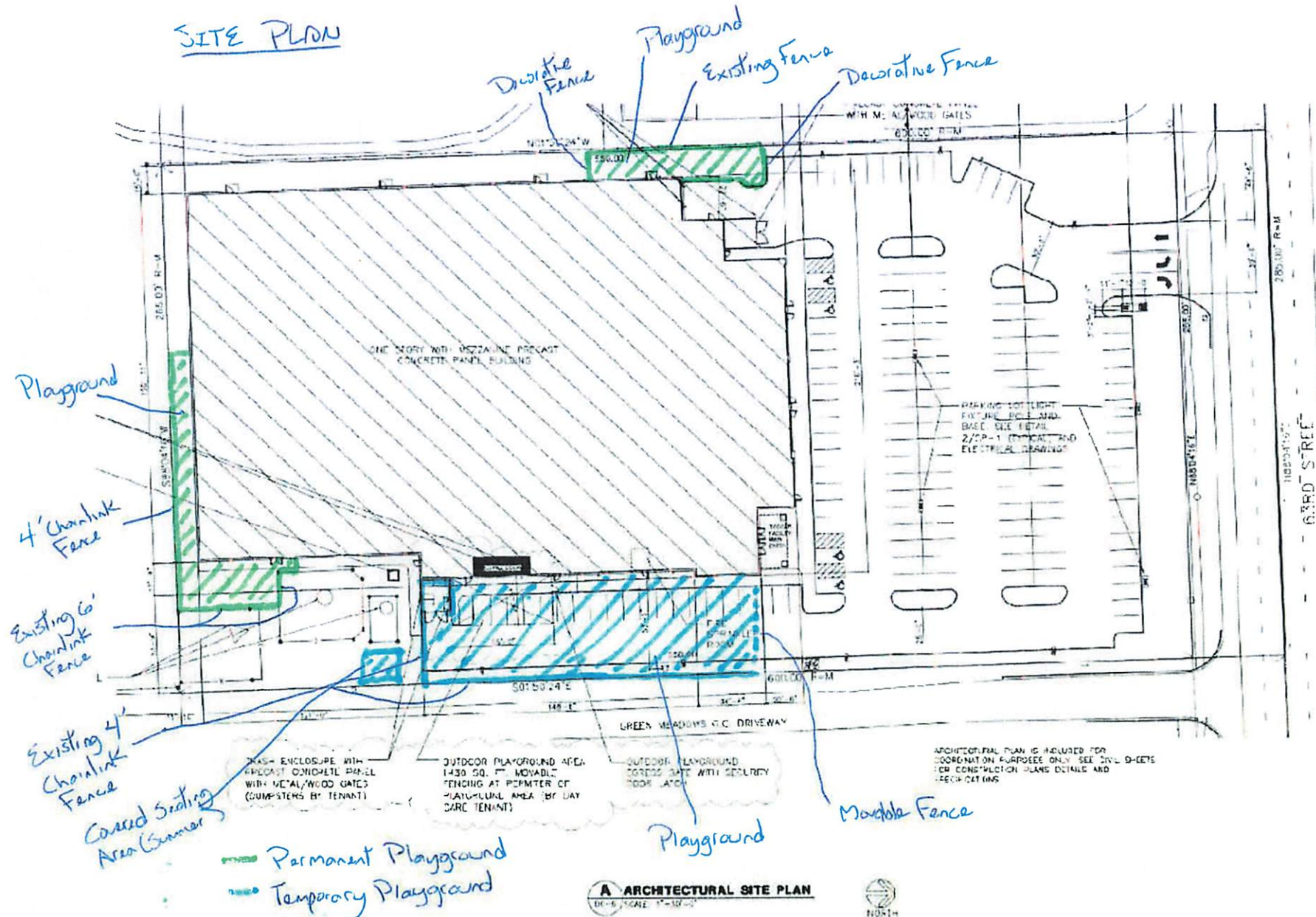
**Exhibit E**

**Landscape Plan**



**EXHIBIT F**  
**Amended Site Plan**

# SITE PLAN



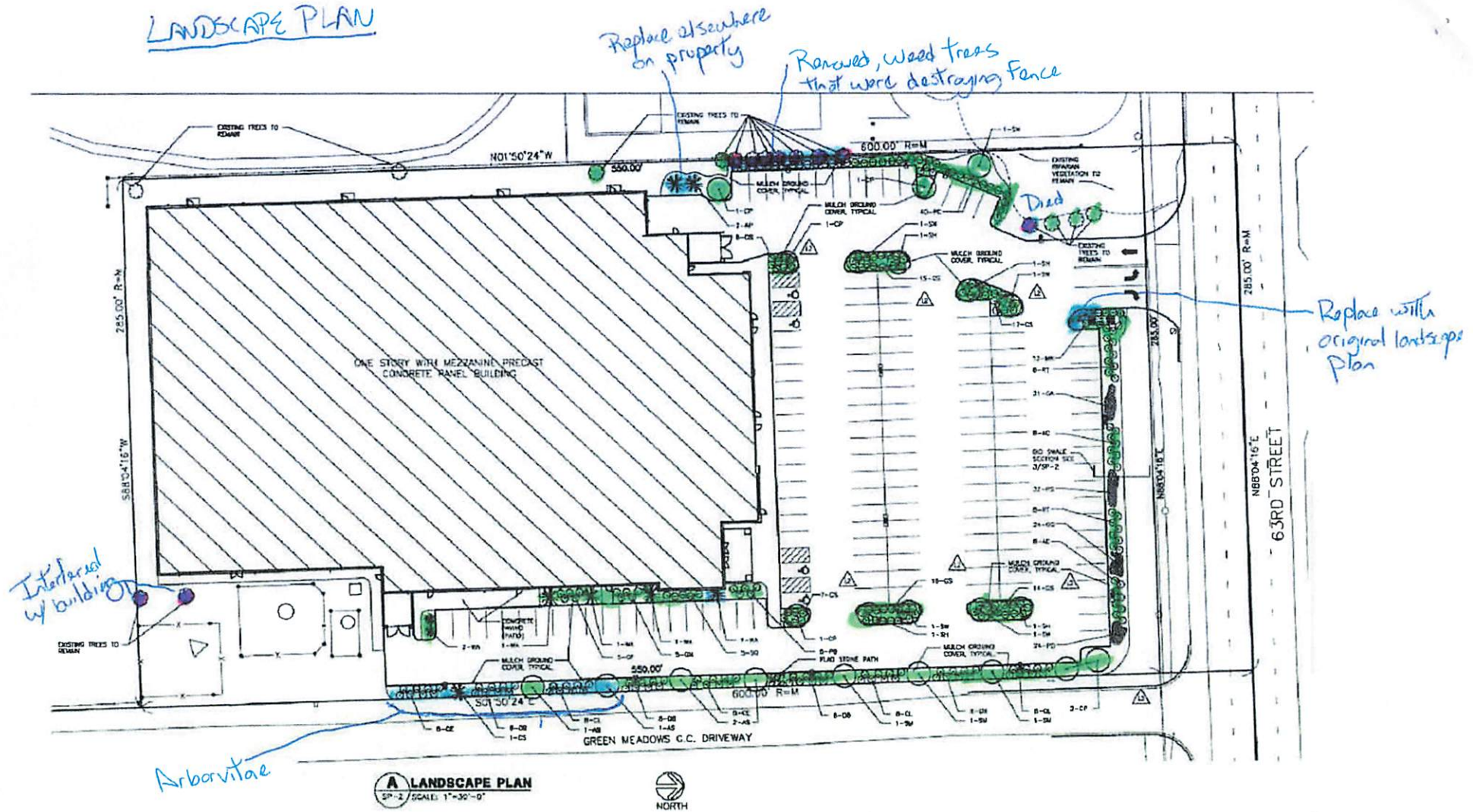




## **EXHIBIT G**

### **Amended Landscape Plan**

# LANDSCAPE PLAN



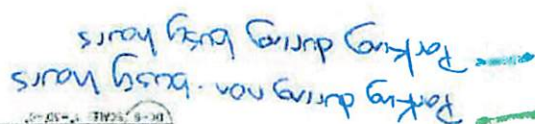
- = Existing
- = Missing
- = Existing Trees From original construction, not part of original landscape plan



## **EXHIBIT H**

### **Parking Plan**





**EXHIBIT I**

**Waiver Ordinance**



# **Published in Pamphlet Form**

## **VILLAGE OF WESTMONT**

### **ORDINANCE NO. 09-20**

#### **TITLE:**

**An ordinance approving a waiver of full masonry  
requirement for an indoor sports facility  
for property located at 233 West 63<sup>rd</sup> Street.**

**Adopted by the Westmont Village Board on: March 16, 2009**

**\*Posted for Public Viewing on: March 17, 2009**

**Not to be removed from public viewing before: March 27, 2009**

***\*This ordinance becomes effective ten (10) days after the date it is posted for viewing.***

**ORDINANCE NO. 09- 20**  
**AN ORDINANCE APPROVING A WAIVER OF THE FULL MASONRY**  
**REQUIREMENT FOR AN INDOOR SPORTS FACILITY**  
**FOR PROPERTY LOCATED AT 233 WEST 63<sup>RD</sup> STREET**

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

WHEREAS, William B. Gust, d/b/a HB Securities ("Applicant") is the contract purchaser of real property commonly known as 233 West 63<sup>rd</sup> Street, Westmont, Illinois (the "Subject Property"), which is legally described in Exhibit "A" attached hereto; and

WHEREAS, Applicant proposes to redevelop the Subject Property with an indoor sports facility for soccer and other sports, which will contain a retail component, and also proposes to redevelop the Subject Property with an attached retail strip center; and

WHEREAS, the proposed indoor sports facility as designed does not meet the full masonry requirement of the Westmont Building Code, and therefore Applicant seeks a waiver of the full masonry requirement; and

WHEREAS, the Village of Westmont Board of Trustees desires to grant this waiver, finding that complying with the full masonry requirement would constitute a hardship under the circumstances given the size and use of the proposed indoor sports facility.

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

Section 1: Applicant's request for a waiver of the full masonry requirement for the proposed indoor sports facility upon the Subject Property is hereby granted. The proposed building shall contain the masonry decorative elements as depicted on Applicant's Site Plan. The attached retail strip center upon the Subject Property shall comply with the full masonry requirements of the Village. This approval is subject to approval of Applicant's other development requests for the Subject Property and approval of a Planned Development Agreement.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois this 2<sup>nd</sup> day of March, 2009.

Ayes: 5

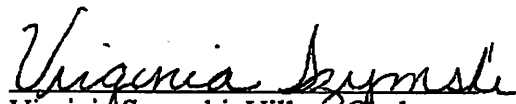
Nays: 0

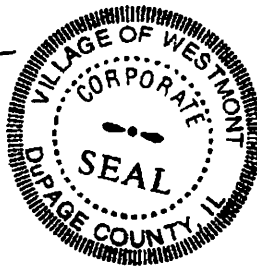
Absent: 1

APPROVED:

  
William H. Rahn, Mayor

ATTEST:

  
Virginia Szymanski, Village Clerk



**LEGAL DESCRIPTION**

**Legal Description:**

THE NORTH 600 FEET OF THE EAST 285 FEET OF THE FOLLOWING DESCRIPTION;  
THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE  
WEST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ON THE  
NORTH LINE OF SAID NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE SOUTH  
AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER, 80 RODS  
(1320 FEET), THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID  
NORTHEAST QUARTER, 60 RODS (990 FEET); THENCE NORTH ALONG THE WEST  
LINE OF SAID NORTHEAST QUARTER, 80 RODS (1320 FEET) TO THE POINT OF  
COMMENCEMENT, IN DUPAGE COUNTY, ILLINOIS.

**P.I.N.: 09-21-200-002**

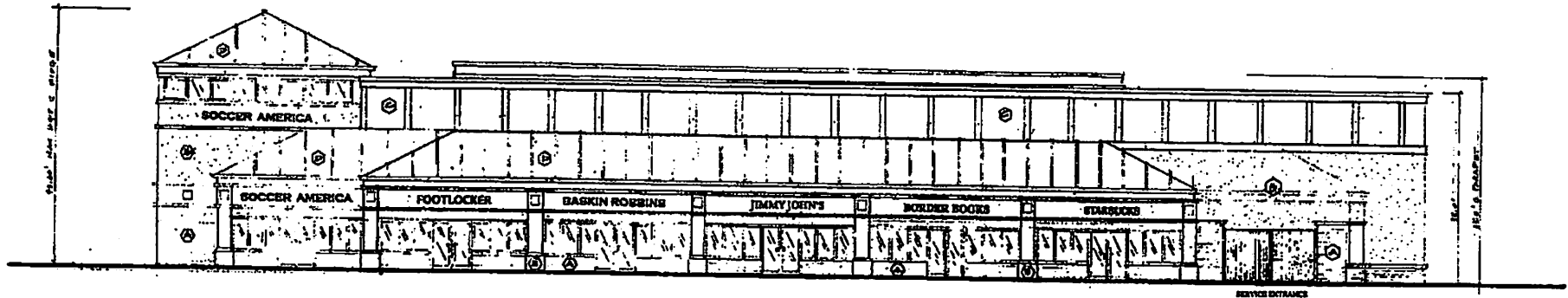
**More Common Location: 233 West 63<sup>rd</sup> Street, Westmont, IL 60559**

## **EXHIBIT J**

### **Architecture Elevations**

PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT

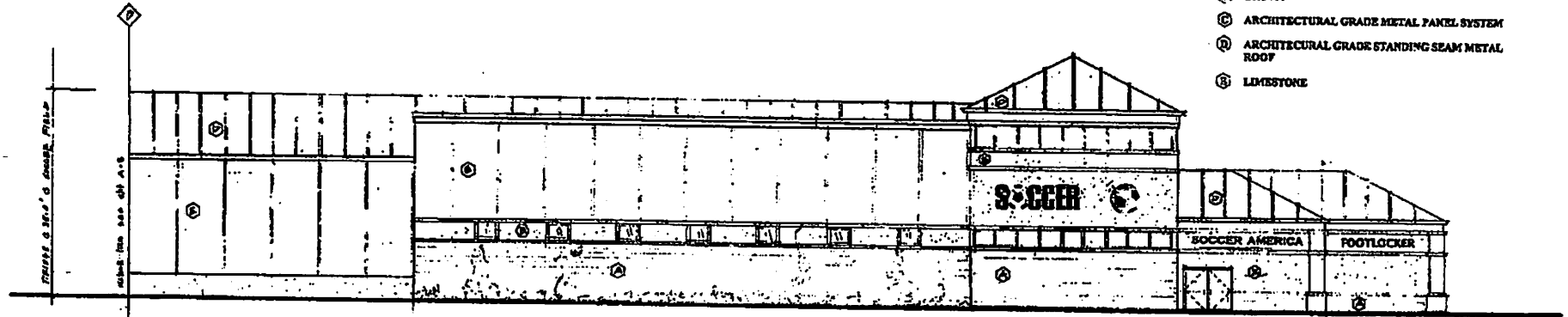
223 63<sup>RD</sup> STREET - WESTMONT ILLINOIS



NORTH ELEVATION @ 1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

- (A) FACE BRICK
- (B) DRYVIT
- (C) ARCHITECTURAL GRADE METAL PANEL SYSTEM
- (D) ARCHITECTURAL GRADE STANDING SEAM METAL ROOF
- (E) LIMESTONE



PARTIAL EAST ELEVATION @ 1/8" = 1'-0"

|                                                                                                                                                                |          |                                                                                                                                               |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|----|
| <b>LARA DEVELOPMENT</b><br>Commercial Management and Design<br>200 W. Randolph St. Suite 1100<br>Chicago, IL 60601<br>Phone: 312.555.4500<br>Fax: 312.555.4501 |          | <b>PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT</b><br>223 63 <sup>RD</sup> STREET - WESTMONT ILLINOIS<br>FTS DEVELOPMENT, WESTMONT ILLINOIS |    |
| DATE:                                                                                                                                                          | 1/1/2000 | Sheet No.                                                                                                                                     | A1 |



PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT

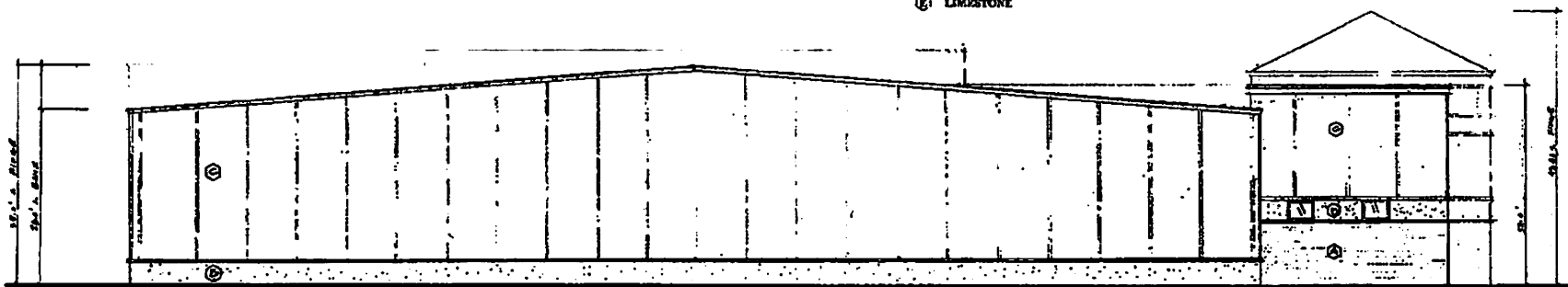
223 63<sup>RD</sup> STREET - WESTMONT ILLINOIS



PARTIAL WEST ELEVATION @ 1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

- (A) FACE BRICK
- (B) DRYVIT
- (C) ARCHITECTURAL GRADE METAL PANEL SYSTEM
- (D) ARCHITECTURAL GRADE STANDING SEAM METAL ROOF
- (E) LIMESTONE

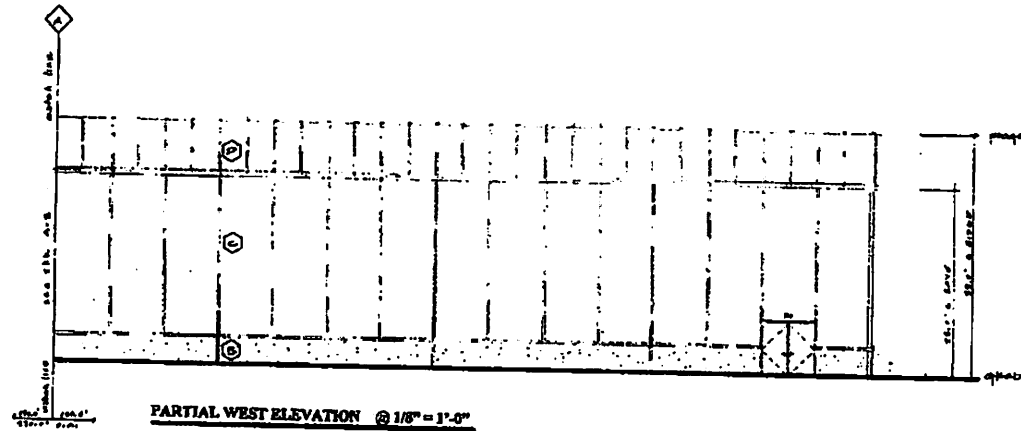


SOUTH ELEVATION @ 1/8" = 1'-0"

|                                                                                                                                                                 |          |                                                                                                                                                        |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| <b>SARA KOSCHINSKY</b><br>Construction Management and Design<br>200 W. DuSable Ave., Suite 400<br>Chicago, IL 60610<br>Phone: 312.551.1000<br>Fax: 312.551.1001 |          | <b>PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT</b><br>223 63 <sup>RD</sup> STREET WESTMONT ILLINOIS<br>223 63 <sup>RD</sup> STREET WESTMONT ILLINOIS |    |
| DATE                                                                                                                                                            | 1/1/2011 | Sheet No.                                                                                                                                              | A2 |

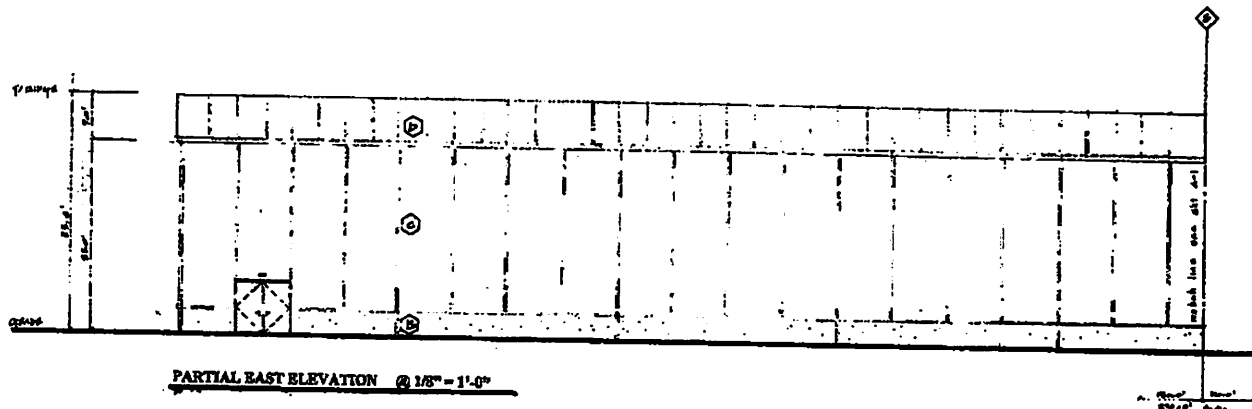
PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT

223 63<sup>RD</sup> STREET - WESTMONT ILLINOIS



EXTERIOR MATERIAL LEGEND

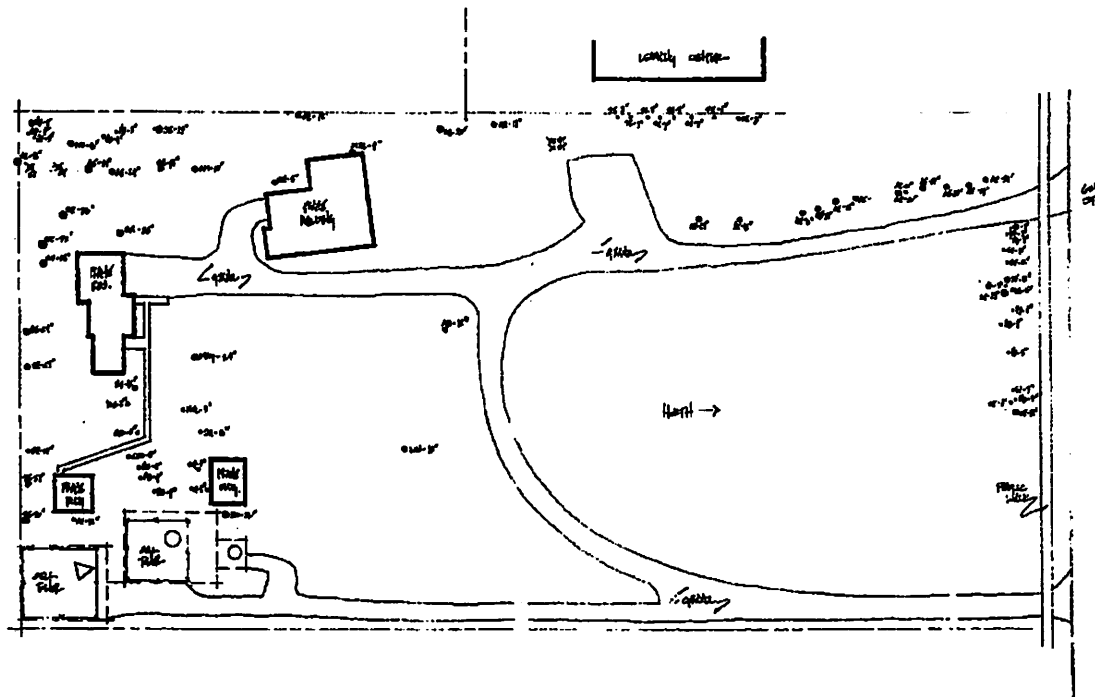
- (A) FACE BRICK
- (B) DRIVIT
- (C) ARCHITECTURAL GRADE METAL PANEL SYSTEM
- (D) ARCHITECTURAL GRADE STANDING SEAM METAL ROOF
- (E) LIMESTONE



|                                                                                                                                                                           |  |                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>LARA ENGINEERING</b><br>Civil/Structural Engineering and Design<br>200 W. Lake Street, Suite 200<br>Westmont, IL 60090<br>Phone: (815) 351-1234<br>Fax: (815) 351-1235 |  | <b>PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT</b><br>223 63 <sup>RD</sup> STREET - WESTMONT ILLINOIS<br>FOR SUBMITTAL TO THE BOARD OF ZONING |  |
| DATE: _____<br>DRAWN BY: _____<br>CHECKED BY: _____                                                                                                                       |  | SHEET NO. _____<br>TOTAL SHEETS _____<br><b>A3</b>                                                                                              |  |

## **EXHIBIT K**

### **Tree Preservation Plan**



**PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT**

**233 63<sup>RD</sup> STREET - WESTMONT ILLINOIS**

|                                                       |          |                                                      |   |
|-------------------------------------------------------|----------|------------------------------------------------------|---|
| <b>LARA INCORPORATED</b>                              |          | <b>PROPOSED RETAIL AND INDOOR SOCCER DEVELOPMENT</b> |   |
| Construction Management/Design                        |          | 333 63 <sup>RD</sup> STREET WESTMONT ILLINOIS        |   |
| 300 W. DuSable St. Suite 101<br>Bloomington, IL 61701 |          | THE WESTMONT, WESTMONT ILLINOIS                      |   |
| Phone: 618-251-1234                                   | 1/1/2022 | Drawn by:                                            | 1 |
| Fax: 618-251-1234                                     |          | Check by:                                            |   |

| Symbol | Common Name        | Latin Name             |
|--------|--------------------|------------------------|
| 10     | Aspen              | Populus tremula        |
| 11     | Bald Cypress       | Cypripedium            |
| 12     | Basswood           | Fraxinus americana     |
| 13     | Birch              | Betula papyrifera      |
| 14     | Bur Oak            | Quercus macrocarpa     |
| 15     | Cherry             | Prairies               |
| 16     | Chestnut           | Castanea               |
| 17     | Cottonwood         | Populus deltoides      |
| 18     | Doyle              | Quercus                |
| 19     | Eastern White Pine | Pinus strobus          |
| 20     | European Larch     | Larix laricina         |
| 21     | Field Elm          | Ulmus americana        |
| 22     | Flowering Dogwood  | Cornus florida         |
| 23     | Gum                | Liquidambar            |
| 24     | Hickory            | Carya                  |
| 25     | Hop                | Humulus lupulus        |
| 26     | Japanese Cedar     | Chamaecyparis japonica |
| 27     | Japanese Maple     | Acer japonicum         |
| 28     | Japanese Sycamore  | Platanus japonica      |
| 29     | Japanese Tree      | Quercus japonica       |
| 30     | Japanese Yew       | Podocarpus nagi        |

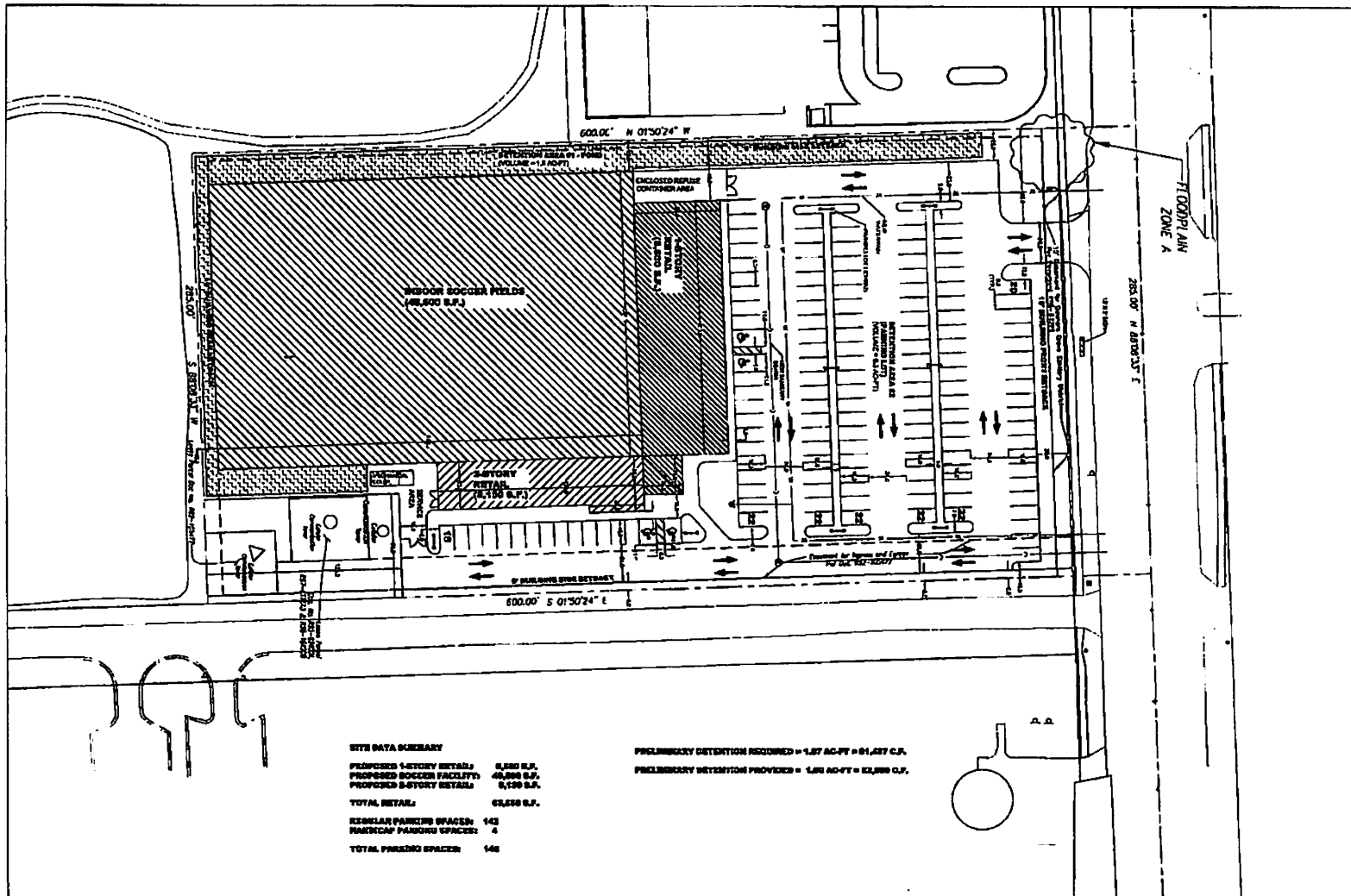
Scale: 1" = 30'-0"

**Tree Preservation Plan**

## **EXHIBIT L**

### **Preliminary Engineering Plans**

**PRELIMINARY ENGINEERING PLAN  
FOR  
223 63RD STREET - WESTMONT, IL**



|                                |                 |
|--------------------------------|-----------------|
| PRELIMINARY ENGINEERING PLAN   |                 |
| 223 63RD STREET - WESTMONT, IL |                 |
| DATE: 11/11/2011               | BY: J. J. JONES |
| PROJECT NO.: 11-001            | SCALE: 1" = 30' |
| PREPARED FOR:<br>LARA, INC.    |                 |
| DESIGNED BY:<br>J. J. JONES    |                 |
| CHECKED BY:<br>J. J. JONES     |                 |
| APPROVED BY:<br>J. J. JONES    |                 |
| Sheet 1 / 1                    |                 |



After Recording, Mail to:

Village Clerk  
Village of Westmont  
31 W. Quincy Street  
Westmont, IL 60559

Prepared by:

John R. Zemenak, Esq.  
Law Office of John Zemenak, LLC  
453 Anthony Street  
Glen Ellyn, IL 60137

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FOR RECORDER'S USE

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**AMENDED AND RESTATED PLANNED DEVELOPMENT AGREEMENT**

This Amended and Restated Planned Development Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into this \_\_\_\_ day of January, 2025, by and between the VILLAGE OF WESTMONT, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as “**Village**”) by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the “**Corporate Authorities**”) and WY Investments, LLC, an Illinois limited liability company, d/b/a Westmont Yard (hereinafter referred to as “**Westmont Yard**”) (the Village and Westmont Yard may individually be referred to herein as a “Party” and may collectively be referred to herein as the “Parties”).

**RECITALS:**

WHEREAS, Westmont Yard is the owner of a certain tract of property (hereinafter referred to as the “**Property**”) located at 233 West 63<sup>rd</sup> Street, Westmont, Illinois, and which is legally described and identified in **Exhibit A** hereto; and

WHEREAS, the Property is zoned C-1 Commercial District; and

WHEREAS, the Property is currently improved with a multi-use indoor sports complex, attached interior space which can be leased to commercial tenants or otherwise used by Westmont Yard, an off-street parking lot, and other related improvements; and

WHEREAS, on or about March 2, 2009, Westmont Yard's predecessor in interest (hereinafter also referred to as "Westmont Yard") applied for and received the following zoning approvals for the Property pursuant to duly enacted ordinances of the Village:

- A. Rezoning of the Property as a planned development overlay district in the underlying C-1 Commercial District, including exceptions from the Village's Zoning Ordinance, and including the imposition of special conditions governing the improvements on and use of the Property;
- B. Special use permit to allow a multi-use indoor sports complex as an amusement use on the Property;
- C. Waiver of the Village's Standard Specifications for off-street parking stall dimensions to allow 9' x 18' off-street parking stalls rather than the required 10' x 20' off-street parking stalls;
- D. Waiver of the Village's (then existing) full masonry requirement for the building; and
- E. Site Plan and Landscaping Plan; and

WHEREAS, due to the fact that Westmont Yard proposed multiple uses on the Property, due to the fact that Westmont Yard requested several exceptions and waivers from the Village's Zoning Ordinance and other Village codes and ordinances, due to unique development challenges proposed by the Property related to storm water detention and off-street parking, and in order to adequately control aspects of this development project, Westmont Yard and the Village agreed to process this development project as a Planned Development pursuant to Article IX of the Village's Zoning Ordinance; and

WHEREAS, the Parties further agreed that this development project could provide greater creativity and flexibility in its design and planning if processed and approved as a Planned Development; and

WHEREAS, Article IX of the Village's Zoning Ordinance requires that the Parties enter into a planned development agreement as part of the planned development approval; and

WHEREAS, on or about March 16, 2009, Westmont Yard also received approval of a Planned Development Agreement pursuant to a duly enacted ordinance of the Village; and

WHEREAS, said Planned Development Agreement was never executed and recorded by the Parties due to ongoing negotiations about its terms; and

WHEREAS, Westmont Yard received approval of an Amended Planned Development Agreement on August 16, 2009 pursuant to a duly enacted ordinance of the Village, and said Amended Planned Development Agreement was executed by the Parties and recorded against title to the Property; and

WHEREAS, the Property was initially designed and constructed with five (5) attached retail tenant spaces, and the Amended Planned Development Agreement required that four (4) of the five (5) retail tenant spaces be used for a retail use;

WHEREAS, the above-listed zoning and related approvals for the Property were made after due notice and a public hearing as required by law; and

WHEREAS, a Second Amendment to the Planned Development Agreement was approved on June 7, 2010 pursuant to a duly enacted ordinance of the Village, and said Second Amendment allowed two (2) of the five (5) retail tenant spaces to be used for auxiliary indoor soccer training purposes; and

WHEREAS, a Third Amendment to the Planned Development Agreement was approved on November 12, 2015 pursuant to a duly enacted ordinance of the Village, and said Third Amendment allowed all retail tenant spaces to be used as a child daycare center (including food preparation and birthday party events); and

WHEREAS, Westmont Yard Corp., d/b/a Active Child Care (“Active Child”), currently operates a State of Illinois licensed daycare center in the tenant spaces attached to the multi-use indoor sports complex on the Property; and

WHEREAS, the State licensing requirements for a daycare center include a requirement that the daycare center provide an outdoor playground for children, and Active Child has been utilizing a portion of the off-street parking lot on the east side of the Property for this required outdoor playground, as well as using a portion of the southeast corner of the Property for this required playground; and

WHEREAS, Active Child also uses several buses and vans to transport children from their schools to the daycare center on the Property for an after-school program, and those buses and vans are parked on the Property when not in use; and

WHEREAS, Westmont Yard now seeks to further amend the Planned Development Agreement for the following:

- A. Retroactive approval of the existing outdoor playground areas described above on the Property;
- B. Approval of a new outdoor playground area on the Property;
- C. Retroactive approval for the use and on-site parking of buses and vans as part of the daycare center use on the Property; and
- D. Amended Site Plan and Landscaping Plan approval.

WHEREAS, the Parties have agreed that instead of processing and approving a Fourth Amendment to the Planned Development Agreement for Westmont Yard's new requests, it is in the best interests of the Parties to process and approve said new requests through this Amended and Restated Planned Development Agreement ("Agreement"); and

WHEREAS, this Agreement amends, supersedes, and replaces in its entirety the original Planned Development Agreement and all previous amendments thereto; and

WHEREAS, Westmont Yard's request for this Agreement proceeded to a public hearing before the Westmont Planning and Zoning Commission after due notice as required by law; and

WHEREAS, the Corporate Authorities of the Village after due and careful consideration have concluded that the development and use of the Property on the terms and conditions herein set forth will further the goals of the Village's Zoning Ordinance and Comprehensive Land Use Plan, will enable the Village to control important aspects of the development and use of the Property to protect surrounding property owners, and will serve the best interests of the Village and the public; and

WHEREAS, Westmont Yard agrees that this Agreement is in its best interests, and agrees that this Agreement accurately and completely addresses all existing and proposed uses of the Property.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements herein set forth, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

**1. Incorporation of Recitals.** The above Recitals are hereby incorporated into and made a part of the Agreement.

**2. Zoning.** The Property is zoned C-1 Commercial District, which allows Westmont Yard's indoor sports complex use as a special use and allows the daycare center as a permitted use. Prior to approval of this Agreement, the Village approved a planned development ordinance rezoning the Property as a planned development overlay district in the underlying C-1 Commercial District. This ordinance approved exceptions from the Zoning Ordinance to allow the building to encroach into the required rear yard setback and to allow off-street parking to encroach into the required front yard setback. This ordinance also imposed special conditions on the development and use of the Property. A copy of said planned development ordinance is attached hereto as **Exhibit B**. The special conditions listed in said ordinance shall remain in full force and effect, except as may be specifically modified or terminated by this Agreement. All Village zoning regulations of the C-1 Commercial District shall apply to the Property except as the same are modified and permitted by this Agreement and the planned development ordinance. This zoning shall remain in effect unless and until amended in the manner provided by law for the amendment of zoning classifications.

**3. Permitted and Special Uses.** The principal use of the Property is for a multi-use indoor sports complex, which is a special use (amusement use) in the C-1 Commercial District. Prior to approval of this Agreement, the Village approved a special use ordinance which permitted Westmont Yard to develop and use a multi-use indoor sports complex on the Property, subject to such further restrictions as set forth herein. A copy of the special use ordinance is attached hereto as **Exhibit C**. In addition to said special use approval, the Village previously approved a Third Amendment to the Planned Development Agreement to allow the five (5) retail spaces on the Property to be used as a daycare center. This daycare center use is a permitted use in the C-1 Commercial District, and this existing use is allowed to continue pursuant to the terms of this Agreement. Additionally, Westmont Yard currently operates an after-school program for children on the Property, which is related to both the indoor sports complex use and the daycare center use, and this related after-school program use is allowed to continue pursuant to the terms of this Agreement. Additionally, Westmont Yard may utilize the five (5) retail spaces on the Property for any other permitted use allowed in the C-1 Commercial District, subject to compliance with all Codes and other regulations of the Village.

**4. Existing Outdoor Playground Uses and Tent.** Active Child currently utilizes two (2) areas in and around the southeast corner of the Property as outdoor playgrounds for children attending the daycare center. The State of Illinois requires that licensed daycare centers provide outdoor playgrounds for children. Due to this State requirement, the Village finds that Westmont Yard's existing outdoor playgrounds are a required and permitted accessory use to the primary daycare center use. The first outdoor playground area is a temporary playground located on the east side of the Property on a portion of the existing off-street parking lot ("East Playground"). The East Playground is protected by fences on the east side and south side of the playground, by the building on the west side of the playground, and by a temporary fence on the north side of the playground. The second outdoor playground area is a permanent playground located to the south of the building on the Property ("South Playground"). This South Playground is protected by fences on the west, south, and east sides, and by the building on the north side. The locations of the East Playground and the South Playground are depicted in the Amended Site Plan referenced in Section 6 of this Agreement. The Village hereby approves the existing East Playground and South Playground as depicted in the Amended Site Plan, subject to the conditions on said outdoor playground uses set forth in Section 10.8 of this Agreement.

Additionally, Westmont Yard, on behalf of Active Child, erects and utilizes a seasonal tent to the immediate south of the East Playground as a shaded eating and rest area for children ("Tent"). The Tent is depicted in the Amended Site Plan. This seasonal Tent use at this location is also approved as an ancillary use to the daycare center. Westmont Yard agrees to obtain an annual tent permit for this Tent from the Village if such a permit is required based on the size of the Tent.

**5. Proposed New Outdoor Playground Uses.** Westmont Yard, on behalf of Active Child, has now requested approval to expand the South Playground so that it wraps around the east side of the building, as depicted in the Amended Site Plan. Westmont Yard, on its own behalf and on behalf of Active Child, has now also requested approval to create a third outdoor

playground for children attending the daycare center and for Westmont Yard's after-school program. This proposed third outdoor playground area is located on the west side of the Property, and it will be enclosed by fences on the south, west, and north sides, and by the building on the east side ("West Playground"). The proposed expanded South Playground and the proposed new West Playground are depicted in the Amended Site Plan. The Village hereby approves the proposed expansion of the South Playground and the proposed addition of the West Playground, both as depicted in the Amended Site Plan, subject to the conditions on said outdoor playground uses set forth in Section 10.8 of this Agreement.

**6. Site Plan and Landscape Plan.** The Village previously approved an ordinance which approved Westmont Yard's Site Plan, prepared by Gabriel Group, Inc. A copy of the approved Site Plan is attached hereto as **Exhibit D**. Additionally, the Village previously approved an ordinance which approved Westmont Yard's Landscape Plan, prepared by Lasa Incorporated. A copy of the approved Landscape Plan is attached hereto as **Exhibit E**. Westmont Yard has now submitted an Amended Site Plan which depicts the East Playground, the South Playground (with proposed expansion), the Tent location, and the proposed West Playground, along with the location of existing and proposed fences. A copy of the Amended Site Plan is attached hereto as **Exhibit F**, and is hereby approved. Westmont Yard has also now submitted an Amended Landscape Plan which depicts existing and proposed landscaping of the Property. A copy of the Amended Landscape Plan is attached hereto as **Exhibit G**, and is hereby approved. As a condition of these approvals, all fencing and landscaping must be continually maintained, repaired, and replaced as necessary.

**7. Bus and Van Parking.** A required component of the above-described daycare center use and after-school program use is Westmont Yard's use of buses and vans to pick-up children and transport them to the facility on the Property. When those buses and vans are not in use, Westmont Yard parks them in the off-street parking lot on the Property. During those times when the indoor multi-use sports complex is busiest, Westmont Yard parks them on a paved surface in the southeast corner of the Property. A Parking Plan depicting the areas where Westmont Yard's buses and vans park during regular, non-busy hours and during busy hours is attached hereto as **Exhibit H**. The Village hereby approves an exception to Article VII, Sections 7.02(B) and (D), to allow the outside parking of Westmont Yard's buses and vans on the Property as depicted in the Parking Plan. The parking of Westmont Yard's buses and vans is subject to the conditions on such parking set forth in Section 10.8 of this Agreement.

**8. Plat of Subdivision.** The Property consists of a single lot and no subdivision of the Property is required or proposed.

**9. Code Waivers.** The development of the Property required two (2) waivers from the Codes and requirements of the Village. The Village previously approved an ordinance which granted a waiver of the Village's (then existing) Building Code requirement of full masonry construction for the proposed indoor sports complex and attached retail buildings. Additionally, the Village previously approved an ordinance which granted a waiver of the Village's Standard Specifications for off-street parking stall dimensions to allow 9' x 18' off-street parking stalls

rather than the required 10' x 20' off-street parking stalls. A copy of these two (2) approved waiver ordinances are attached hereto as **Exhibit I**. This masonry construction waiver is amended by this Agreement to permit the use of precast concrete construction for the proposed indoor sports complex and attached retail buildings, except where face brick and other materials are shown on Westmont Yard's approved Site Plan and Architectural Elevations.

## **10. Development and Special Conditions.**

**10.1.** The Amended Planned Development Agreement required Westmont Yard to develop the Property in accordance with the terms of the Amended Planned Development Agreement and in substantial conformance with the following approved plans, specifications and notations:

- a.** Site Plan (**Exhibit D**) and Amended Site Plan (**Exhibit F**).
- b.** Landscape Plan (**Exhibit E**) and Amended Landscape Plan (**Exhibit G**).
- c.** Parking Plan (**Exhibit H**).
- d.** Waiver Ordinance (**Exhibit I**).
- e.** Architecture Elevations renderings, prepared by Lasa Incorporated. (**Exhibit J**).
- f.** Tree preservation plan, prepared by Lasa Incorporated (**Exhibit K**).
- g.** Preliminary engineering plans, prepared by Gabriel Group, Inc. (**Exhibit L**).
- h.** License Agreement for Private Storm Water System.
- i.** License Agreement for Private Water Service Pipe.

All of the above-listed plans, specifications and notations were approved by the Village, subject to final engineering approval by the Village, and subject to the provisions of this Agreement, including but not limited to, the special conditions governing the development and use of the Property by Westmont Yard. The Plans are all attached hereto and incorporated herein by this reference.

Since the approval of the Amended Planned Development Agreement, Westmont Yard obtained final engineering approval for the development of the Property, and Westmont Yard developed the Property in substantial conformity with the above-referenced plans.



Westmont Yard shall additionally develop and use the Property in accordance with the terms of this Agreement and in substantial conformance with the Amended Site Plan, the Amended Landscaping Plan, and the Parking Plan.

**10.2.** The project was required to be developed as a whole, and permission was not granted to develop the project in phases. Specifically, Westmont Yard was to construct the indoor sports complex and the attached retail buildings at the same time or substantially the same time. Westmont Yard complied with this requirement.

**10.3.** Notwithstanding any provision of the Zoning Code to the contrary, any minor modifications to the Plans shall be approved by the Village's Community Development Director, or the Village's Public Works Director, it being the express intention of the Corporate Authorities to delegate to the Community Development Director and the Public Works Director the authority to review and approve any minor modifications to the Plans, which approval shall not be unreasonably withheld or delayed. As to any dispute as to whether a matter can be administratively approved as a minor modification, upon request from Westmont Yard to the Village, or upon request of the Community Development Director or Public Works Director to the Village, the matter shall be presented for consideration at the next regularly scheduled meeting of the Corporate Authorities for final action. This procedure shall not serve as a waiver of any public hearing requirement of State statute pertaining to any potential modification. For purposes of this Section 10, minor modifications are those that are necessary to solve bona fide engineering, layout and/or design issues, so long as such modifications do not increase building square footage, do not result in the need for variances or additional exceptions from Village codes and ordinances, or otherwise do not change the essential character of the project authorized by this Agreement and as set forth in the Plans.

**10.4.** Any modification providing for any of the following may be approved by the Public Works Director, notwithstanding any Village Code requirements to the contrary which otherwise require review or approval by the Planning and Zoning Commission, the Corporate Authorities or otherwise: (i) Modification of utility plans to allow for more convenient or efficient service to properties; (ii) Grading modifications which do not have an adverse impact on other properties; (iii) Modifications required by other regulatory bodies with jurisdiction, including but not limited to IDOT, DuPage County, FEMA, IDNR, or USACOE, which do not materially alter the engineering concepts approved by the Village. With respect to any engineering modifications proposed to facilitate the development of the Property or any portion thereof, the Public Works Director shall consider whether the modifications meet Village Code requirements, whether they promote efficient development, whether they help preserve or enhance the function and aesthetic characteristics of new development, and whether they are consistent in all

material respects with the general plan of development for the Property as expressed in this Agreement.

**10.5.** Any minor amendments or modifications of the Plans as may be agreed upon by Westmont Yard and the Community Development Director and/or Public Works Director, as provided in Sections 10.3 and 10.4, as the case may be, shall not require any amendment to the planned development ordinance or this Agreement.

**10.6.** All waivers and exceptions from all applicable Village codes, ordinances and regulations (“**Codes**”) that are necessary for the development of the Property in accordance with the Plans, as the same may be modified in accordance herewith, to conform to such Codes have been approved and granted by the enactment of the planned development ordinance, waiver ordinances, and by this Agreement. The Code waivers and exceptions requested by Westmont Yard and approved were as follows:

**10.6.1.** Zoning Ordinance exception to reduce the supplemental rear yard setback from 120 feet to 10 feet as set forth in the Plans.

**10.6.2.** Zoning Ordinance exception to permit off-street parking in the required front yard setback as set forth in the Plans.

**10.6.3.** Waiver of the full masonry commercial construction requirement of the Village’s Building Code for the indoor sports complex and attached retail buildings, with construction materials and design as set forth in the Plans.

**10.6.4.** Waiver of Village’s Standard Engineering Specifications to allow off-street parking stalls measuring 9 feet by 18 feet, rather than 10 feet by 20 feet, with the parking stall layout to conform to the Plans.

**10.7.** The Property shall be developed in accordance with the following codes, as amended from time to time:

- (a) 2003 ICC International Building Code, with local amendments.
- (b) 2003 ICC International Property Maintenance Code, with local amendments.
- (c) 2003 ICC International Mechanical Code, with local amendments.
- (d) 2003 ICC International Fuel Gas Code, with local amendments.

- (e) 2003 ICC International Energy Conservation Code, with local amendments.
- (f) 2003 ICC International Existing Building Code, with local amendments.
- (g) 2003 ICC International Fire Code, with local amendments.
- (h) 2003 ICC N.F.P.A. No. 101 Life Safety Code, with local amendments.
- (i) 2008 National Electric Code, with local amendments.

**10.8. Special Conditions On Development and Use of Property.** The development and use of the Property by Westmont Yard are subject to the following special conditions, which are deemed necessary by the Corporate Authorities to (a) protect the property rights and interests of surrounding property owners, and (b) promote and protect the public health, safety and welfare:

**10.8.1.** Westmont Yard may utilize all existing retail units on the Property for the following non-retail uses: daycare center (including food preparation and birthday party events) and related after-school program. Any daycare center operating from the Property must be approved and licensed by the State of Illinois Department of Children and Family Services. Additionally, should the daycare center cease its operations on the Property, Westmont Yard may utilize all retail units for any other permitted use allowed in the C-1 Commercial District, subject to compliance with all Codes and other regulations of the Village. Westmont Yard shall apply for a special use permit to use the retail units on the Property for any use that is classified as a special use in the C-1 Commercial District, and it shall comply with all legal requirements necessary to obtain special use permit approval. The Village's Corporate Authorities will analyze each special use permit request for the retail units on the Property on a case-by-case basis, and there are no guarantees in this Agreement or elsewhere that any special use permit requested by Westmont Yard will be approved.

**10.8.2.** Conditions on Use of Playgrounds:

- The hours of use for the East Playground, South Playground, and West Playground are limited to 6:30 a.m. to 6:30 p.m.

- During evening hours when the indoor sports facility is open, the temporary fence on the north side of the East Playground shall be removed so that the East Playground is available for off-street parking.
- Whenever the East Playground and/or South Playground is being utilized by children of the daycare center, Westmont Yard shall make sure that the temporary fence on the north side of the East Playground is in place and secured.
- The temporary fence on the north side of the East Playground shall be removable in order to allow emergency vehicle access.

**10.8.2.** All landscaping and fencing shown on the Amended Site Plan and Amended Landscaping Plan, or otherwise required by this Agreement, shall be maintained at all times in good condition, and shall be replaced/repared as necessary.

**10.8.3.** The Village makes no representations or warranties as to whether the temporary fence on the north side of the East Playground is a safe and suitable barrier to protect children and staff who are using the East Playground, and that determination is left to the State of Illinois Department of Children and Family Services, which has the sole authority to regulate daycare uses in Illinois. Additionally, the Village makes no representations or warranties whether any of the existing or proposed playgrounds on the Property are safe and suitable or whether any existing or proposed fencing of said playgrounds are safe and suitable, and those determinations are left to the State of Illinois Department of Children and Family Services, which has the sole authority to regulate daycare uses in Illinois.

**10.8.4.** The indoor sports complex shall be limited to the hours of 6:00 a.m. through 12:00 a.m., Monday through Sunday. The daycare center shall be limited to the hours of 6:00 a.m. through 10:00 p.m.

**10.8.5.** In the event that the existing solid fence located on the adjacent property to the west is removed or falls into disrepair, the Village's Community Development Director may require Applicant to install a new solid fence or dense landscaping on the Property's west boundary. This provision does not require Westmont Yard to maintain the existing fence on the adjacent property to the west.

**10.8.6.** [Intentionally deleted]

**10.8.7.** In the event the indoor sports complex is utilized for large-scale, non-sports special events which are expected to result in parking needs beyond that provided on the Property (including but not limited to sports card/memorabilia shows or other similar, non-sports large-scale events), then Westmont Yard must (a) first notify the Community Development Director in advance of said special event and obtain approval for any such non-sports related special event, (b) secure additional parking for the special event on surrounding or nearby properties and provide proof thereof to the Community Development Director in advance of said special event, and (c) provide at least 2 police officers (on-duty or off-duty) on the Subject Property to provide traffic control during such special events. If the proposed special event requires a special use permit (other than the amusement special use permit already approved for this indoor sports complex), then Westmont Yard shall obtain such special use permit as required by law prior to hosting such special event. Additionally, the Village's Corporate Authorities shall review this Section 10.8.7 no sooner than 18 months after the indoor sports complex is first opened for business. The purpose of this review is to evaluate the parking needs for large-scale special events, both sports and non-sports related, and to evaluate the impact of the parking needs on surrounding properties, in order to determine whether additional special conditions or changes to this Section 10.8.7 are warranted. Such a review shall solely be limited to the parking needs for large scale special events, and the Village is not authorized to unilaterally change other provisions of this Agreement or to ban or partially ban such large-scale special events. If required by law, the Village shall conduct public hearings prior to initiating any such changes to this Section of the Agreement. Westmont Yard or its successor will be invited to participate in any such review by the Village Corporate Authorities.

**10.8.8.** Westmont Yard complied with the requirement in the Amended Planned Development Agreement that construction of the proposed improvements (excluding mass grading) shall commence on or before March 2, 2011, or all approvals by the Village shall automatically become null and void.

**10.8.9.** Westmont Yard complied with the requirement in the Amended Planned Development Agreement that construction shall be completed (and occupancy permits issued) within 18 months after commencement of construction, or all approvals by the Village shall automatically become null and void.

**10.8.10.** In the event the indoor sports complex ceases to be used as an indoor sports facility for a period of 18 consecutive months, then the special use permit for such use shall automatically terminate.

**10.8.11.** The indoor sports complex may not be used for any other purpose (except for approved special events and except for use by the adjoining daycare center and for the after-school program)(including other uses permitted in the C-1 Commercial Business District) without approval of the Corporate Authorities.

**10.8.12.** [Intentionally left blank]

**10.8.13.** The special use permit shall run with the Property in perpetuity unless terminated as specifically allowed by this Agreement or Village ordinances.

**10.8.14.** Conditions on Bus and Van Parking on Property:

- Westmont Yard may utilize the off-street parking lot on the Property for the parking of no more than sixteen (16) buses and vans combined. Only buses and vans specifically used by the daycare center and the after-school program may park on the Property. All such buses and vans must be specifically labeled as “Westmont Yard,” as “Naperville Yard,” or labeled with the name of the daycare center or with the name of the after-school program. Such buses and vans may only park in the off-street parking stalls that are depicted in the Parking Plan (see Exhibit G). Such buses and vans may not park in drive aisles or other off-street parking stalls or other areas of the Property. Buses, vans or other commercial vehicles used by Westmont Yard for any other purpose may not park on the Property. No buses, vans, or other commercial vehicles (as defined in the Westmont Code of Ordinances) unrelated to the daycare center or after-school program, whether owned by Westmont Yard or not, may park on the Property, unless such parking is temporary due to the transport of children to the sports complex for a sporting event. In the event of a violation of this special condition, the Village may issue a parking ticket to the owner of the unpermitted bus, van, or other commercial vehicle, and the Village may also issue a citation to Westmont Yard for administrative adjudication and seek the imposition of fines against Westmont Yard. In addition to pursuing the above-stated remedies of parking tickets and citations, the Village may also pursue any other remedy available at law or equity against Westmont Yard for a violation of this special condition.

**11. Indemnification by Westmont Yard.** The Parties agree that the previous zoning approvals made by the Village and this Agreement are not intended to impose any liability on the Village arising from the use of the Property for any purpose by Westmont Yard, or any other person or entity. As a result, Westmont Yard agrees to indemnify and hold harmless the Village, its elected and appointed officials, officers, employees, attorneys, and agents from and against any claim, demand, cause of action, lawsuit, judgment, expense, cost, and fees (including attorneys' fees) made or filed by a third party due to personal injury or death or due to property damage sustained on the Property by said third party, regardless of cause, unless caused by the willful and intentional acts of the Village.

**12. Public Improvements.**

**12.1.** Improvements to the Property benefitting the Village and the public, as required by the Village's Codes, together with any appurtenances (hereinafter "**Public Improvements**"), are described, listed or shown on the Plans, or are otherwise required as set forth in the Village's Codes. These requirements from the Amended Planned Development Agreement are restated herein in this Section 12 through 14, and the Village agrees that Westmont Yard has substantially complied with all requirements of Sections 12 through 14 in its development of the Property.

**12.2.** Westmont Yard agrees to construct or cause to be constructed with commercially reasonable diligence all Public Improvements at no expense to the Village. Westmont Yard agrees that all work in the construction of the Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval, which shall not be unreasonably withheld or delayed. Westmont Yard will at its expense furnish all necessary engineering services for said improvements.

**12.3.** Village owns and operates a water distribution system within the Village for water distribution, which water distribution system has sufficient capacity to provide and will provide potable water to the Property, such service and charges to be substantially the same as provided to other areas in the Village being provided with water by the Village.

**12.4.** Westmont Yard shall install any water main extensions as required and in accordance with the final engineering plans or Village Codes. Westmont Yard shall grant or dedicate all easements which may be necessary to install off-site water main extensions as shown on such final engineering plans for the construction of the necessary water main extensions serving the Property.



**12.5.** The Village agrees to cooperate with Westmont Yard and to use its reasonable efforts to aid Westmont Yard in obtaining permits from governmental agencies having jurisdiction as may be necessary to authorize construction of all required Public Improvements.

**12.6.** Westmont Yard shall be permitted to tap on to the Village water system at points recommended by the Public Works Director. Westmont Yard agrees to pay all Village connection, permit and hardware costs related to water service connection in accordance with the requirements of the Village Codes. Additionally, connection to the Village water system shall conform to the approved License Agreement for Private Water Service Pipe.

**12.7.** In the event the final engineering plans require Westmont Yard to extend and oversize any water main installations in order to benefit properties other than the Property, upon application of Westmont Yard, Village agrees to take all appropriate action to provide for a recapture to Westmont Yard of all costs of extending and oversizing such water main installations. Westmont Yard's right to such recapture shall be memorialized by a Village ordinance and Recapture Agreement in a form and manner agreed upon by the parties

**12.8.** Except for service connections to the building and except as set forth in the approved License Agreement for Private Water Service Pipe, the water mains shall be statutorily dedicated to the Village and become a part of the Village water system maintained by the Village upon installation and acceptance by the Village. Acceptance of Public Improvements shall be in accordance with the Village Code, except as may be modified by this Agreement. The Village shall take action on the request for acceptance of the Public Improvements within twenty (20) calendar days from receipt of such request in writing. If the Village refuses to accept the Public Improvements, the Village shall provide Westmont Yard a letter of rejection within five (5) days citing the section of this Agreement or the Village Code (as modified by the same) with which the Public Improvements fail to comply. The Village shall promptly accept such Public Improvements upon correction of the terms set forth in the letter of rejection.

**13. Stormwater Management Facilities.** Stormwater management facilities, including but not limited to storm sewers, swales, and retention and/or detention ponds and areas (above or below ground), shall be provided by Westmont Yard upon the Property as depicted on Westmont Yard approved engineering plans or as otherwise required by Village Codes and as provided for in the approved License for Private Storm Water System.

**14. Site and Public Improvement Guarantees.** Westmont Yard shall provide a letter of credit to the Village as required by Village Codes to guarantee completion of all public improvements upon the Property as approved. The letter of credit shall be in a form and in such amount as reasonably approved by the Public Works Director and Village Attorney. Westmont

Yard shall also post all other required bonds and security to the Village as required by Village Codes.

## **15. Stop Orders and Moratoria.**

**15.1.** Except in cases of emergency where an immediate danger to life or health exists, the Village will issue no stop orders directing work stoppage on buildings or other development without first giving forty-eight (48) hours notice to Westmont Yard for the building permit for the work for which the stop order is being issued, in the manner provided herein, and any such notice shall cite in writing the applicable section of the Code or this Agreement allegedly violated by Westmont Yard and shall state in substance the reason for the stop order. Upon receipt of such notice, Westmont Yard shall take immediate steps to correct any violation cited and, provided such steps are promptly commenced and diligently pursued, no stop order shall issue.

**15.2.** The Village shall impose no moratorium or enter into or amend any agreement (other than an amendment to this Agreement), whether specific to all or any part of the Property or to the on-site or off-site utilities and improvements, or otherwise, which would or could in any way impede, delay, restrict or otherwise adversely affect the ability of Westmont Yard to timely development and use the Property as set forth in this Agreement, except as may be required of the Village by any State or Federal rule, regulation, code, statute or court order.

## **16. Debris Removal and Site Access.**

**16.1.** At all times during construction, Westmont Yard shall be responsible for removal of construction debris and waste upon the Property.

**16.2.** At all times during construction, Westmont Yard shall keep all streets which provide access to the Property reasonably clean from all mud, gravel and other debris, at all times during and after construction hours.

**16.3.** After issuance of one written warning to Westmont Yard after a violation of this Section, the Village may issue a ticket and seek payment of a fine as provided in the Village Codes for any subsequent violation by Westmont Yard.

**17. Contributions and Dedications.** There are no required land dedications or cash contributions in lieu of land dedications required under the Village's Land Development Code related to Westmont Yard development of the Property as set forth in this Agreement.

**18. Protection from Special Fees or Taxes.** Village agrees that it shall not impose any tax or fee on the land, inventory, vehicles, transactions, employees, business, business patrons, or otherwise on the Property which is not of general application and applicable

to other lands, inventory, vehicles, transactions, employees, businesses, or business patrons within the Village. This provision does not apply to any Special Service Area tax or any Special Assessment Area assessment which the Village retains the right to impose. The Village represents that it has no plans and has engaged in no discussions regarding the possibility of imposing any Special Service Area tax or any Special Assessment Area assessment affecting the Property or immediately surrounding area.

## **19. Village Code and Fees.**

**19.1.** Except as may be permitted or required by this Agreement, Westmont Yard shall comply in all respects with the applicable provisions of the Village Codes, as the same may be amended from time to time.

**19.2.** Westmont Yard shall pay all permit fees required under applicable Village ordinances, as amended from time to time, related to this development.

**20. Facilitation of Development.** Time is of the essence of this Agreement. It is further understood and agreed that the successful consummation of this Agreement and the development is in the best interests of all the parties and requires their continued cooperation. Westmont Yard does hereby evidence its intention to fully comply with all Village requirements, its willingness to discuss any matters of mutual interest that may arise, and its willingness to assist the Village in any commercially reasonable manner with respect to its development and operation of the Property. The Village does hereby evidence its intent to cooperate in a reasonable manner in the resolution of mutual problems and its willingness to facilitate the development, as contemplated by the provisions of this Agreement.

## **21. General Provisions.**

**21.1. Continuity of Obligations.** This Agreement shall inure to the benefit of and shall be binding upon Westmont Yard or its respective successors in any manner in title and interest, and shall inure to the benefit of and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

**21.2. Amendment.** Any amendment to this Agreement shall be in writing and shall be mutually agreed to by Westmont Yard and the Village. The Corporate Authorities shall approve any such amendment by ordinance.

**21.3. Remedies.** The Village and Westmont Yard, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provision or conditions of this Agreement by any Party, or their successors and assigns, which default exists uncorrected for a period of thirty (30) days after

written notice to any Party of such default (or if such default cannot practicably be cured within thirty (30) days, that the Party in default has commenced efforts to cure within thirty (30) days and diligently pursues completion thereafter), the Party seeking to enforce said provision shall have the right to seek specific performance and/or injunctive relief. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance and/or injunctive relief herein given shall not be exclusive of any other remedy afforded at law or in equity or provided by Village Codes or as set forth in this Agreement. Any material violation of this Agreement by Westmont Yard, including but not limited to violations of Village Codes, shall entitle the Village to issue citations to Westmont Yard and assess daily fines as permitted under Village Codes. The prevailing Party in any litigation to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party.

**21.4. No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**21.5. Village Approval or Direction.** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement. Approval of direction of the Corporate Authorities of the Village shall not require any super-majority vote unless otherwise required by law. Unless otherwise set forth herein, all such approvals shall not be unreasonably withheld or delayed; furthermore, at any time hereunder when the Village or the Corporate Authorities are exercising their discretion, such discretion shall be, unless explicitly set forth, reasonable.

**21.6. Force Majeure.** Neither the Village nor Westmont Yard or any successor in interest to Westmont Yard shall be considered in breach or default of its obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by a governmental entity or agency necessary for the Westmont Yard to proceed with construction of the project or any portion thereof; delay in commencement or completion of any and all work to

be performed by others that affects Westmont Yard’s ability to commence or complete the project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the reasonable control of the party claiming the benefit of this paragraph, including without limitation, any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated project, this Agreement, or eminent domain proceedings; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Parties in bad faith, and further provided that the Party claiming “force majeure” notifies the other in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**21.7. Dedication of Public Lands.** In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the Property be designated for public purposes, except as otherwise provided in this Agreement and the Plans or except as may be consented to in writing by Westmont Yard.

**21.8. Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**21.9. Notice.** Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by personal delivery, overnight delivery by a nationally recognized overnight delivery service, or certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

**If to Westmont Yard:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**With a copy to:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If to Village:**

Village of Westmont  
31 West Quincy Street  
Westmont, IL 60559  
Attn: Village Manager

**21.10. Recording.** Within thirty (30) days after approval of this Agreement by the Village, a copy of this Agreement and any amendments thereto shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of Westmont Yard.

**21.11. Venue.** The Parties hereto, and their successors and assigns, agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, the sole venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**21.12. Severability.** The provisions hereof shall be deemed to be separable and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, the Village shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision, or item is held invalid.

**21.13. Conflict Between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.

**21.14. Authorization to Execute.** Westmont Yard represents that it is the lawful owner of the Property and it has been lawfully authorized to execute this Agreement. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Westmont Yard and Village shall deliver to each other upon request copies of all resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

**21.15. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute on and the same instruments.

**21.16. Execution of Agreement.** This Agreement shall be signed last by the Village, and the President of the Board of Trustees shall affix the date on which he signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

**21.17. Binding Effect and Term.** This Agreement shall be binding on the Village and any of its corporate successors, and shall be binding on Westmont Yard and its successors and assigns from the effective date of this Agreement.

**21.18. Conflict With Approved Ordinances.** In the event of a conflict between any of the terms of this Agreement and any of the terms of the ordinances approved by the Village for the Property and Westmont Yard's use of the Property, the terms of this Agreement shall control and govern.

**[Signature Page to Follow]**



IN WITNESS WHEREOF, the parties hereto have entered into this Development Agreement the date and year first above written.

VILLAGE:

VILLAGE OF WESTMONT, an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

WY INVESTMENTS, LLC, d/b/a WESTMONT  
YARD:

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

Its: \_\_\_\_\_

**Exhibit A**

**Legal Description**

**Exhibit B**

**Planned Development Ordinance**

**Exhibit C**

**Special Use Ordinance**

**Exhibit D**

**Site Plan**

**Exhibit E**

**Landscape Plan**

**EXHIBIT F**  
**Amended Site Plan**



**EXHIBIT G**  
**Amended Landscape Plan**

## **EXHIBIT H**

### **Parking Plan**

**EXHIBIT I**  
**Waiver Ordinances**

**EXHIBIT J**  
**Architecture Elevations**

**EXHIBIT K**  
**Tree Preservation Plan**

**EXHIBIT L**  
**Preliminary Engineering Plans**

OCT 30 2024



**Village of Westmont**  
**Planning and Zoning**  
**Application and Instructions**

Community Development Dept.  
Village of Westmont, Illinois

Community Development Department  
31 West Quincy Street  
Westmont, Illinois 60559  
630-981-6260

**Office Use Only**

Date Received: \_\_\_\_\_

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

PROJECT NAME: Westmont YardSubject Property Street Address: 233 W 63<sup>rd</sup> StPIN Number(s): 09-21-200-002**PETITIONER / BILLING CONTACT (Agent and Project Manager for the Petition):**Petitioner (and corporation if applicable): William GustAddress: 233 W 63<sup>rd</sup> St, Westmont, IL 60559Phone: (312) 969-8382Email: william.gust@westmontyard.comRelationship of Petitioner to Property Owner: Self

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

**PETITIONER SIGNATURE:**

Type or print name: William H Gust

Signature: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5 DAY OF December, 20 24

[Signature]  
Notary Public



**OWNER SIGNATURE:**

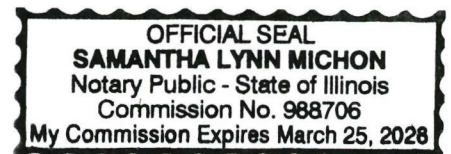
Type or print name: WY Investments LLC

Signature: [Signature] - Manager

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5 DAY OF December, 20 24

[Signature]  
Notary Public





playground is a seasonal tent that we utilize as a shaded eating area for our children during the summer months. We also have an existing permanent playground on the south side of the building. This playground is used for our younger children and is bounded by a fence on the west, south, and east sides, and the building on the north side. This is a great location for the playground as it is in a very protected area in the back of the building, with no adjacent structures. We would like to expand this playground to wrap around the east side of the building, so we can add another playstructure for our older children. We would also like to add a third playground on the west side of the building for our school-age children. This playground would be bordered on the south, west, and north by fences, and on the east by the building. Our children could have direct access to the playground from a door on the west side of the building.

As part of this amendment, we would like to add arborvitae along the east side of the property- these will grow taller and provide more privacy to our children. We would also like to replace the missing landscaping on the north side near the monument sign.

We also have several buses and vans that we utilize to pick up the children at the local schools and transport them to our building, where they participate in our After School program- it's an amazing program where they have a snack, get free play on the field, learn different sports with their peers, and then work on their homework. The attached parking plan shows the areas where we park our buses and vans. We leave them in the main lot during our less busy seasons, and then park them in the southeast portion of the lot during our busy times. While the need for these buses is inherent in the last amendment approving the daycare, we wanted to clarify in this amendment where we park them.

These expanded areas give our children more opportunities to run, jump, climb, play games, imagine, and be active. We are fortunate that we don't have neighbors on most of the property- there is a park to the east, and a lake to the south and west. The only neighbor is on the northwest side, and they are a daycare with a similar playground that abuts our property. Our playground areas fit into the area with the playgrounds and open space on both sides of the property.

Sincerely,



William Gust  
Westmont Yard

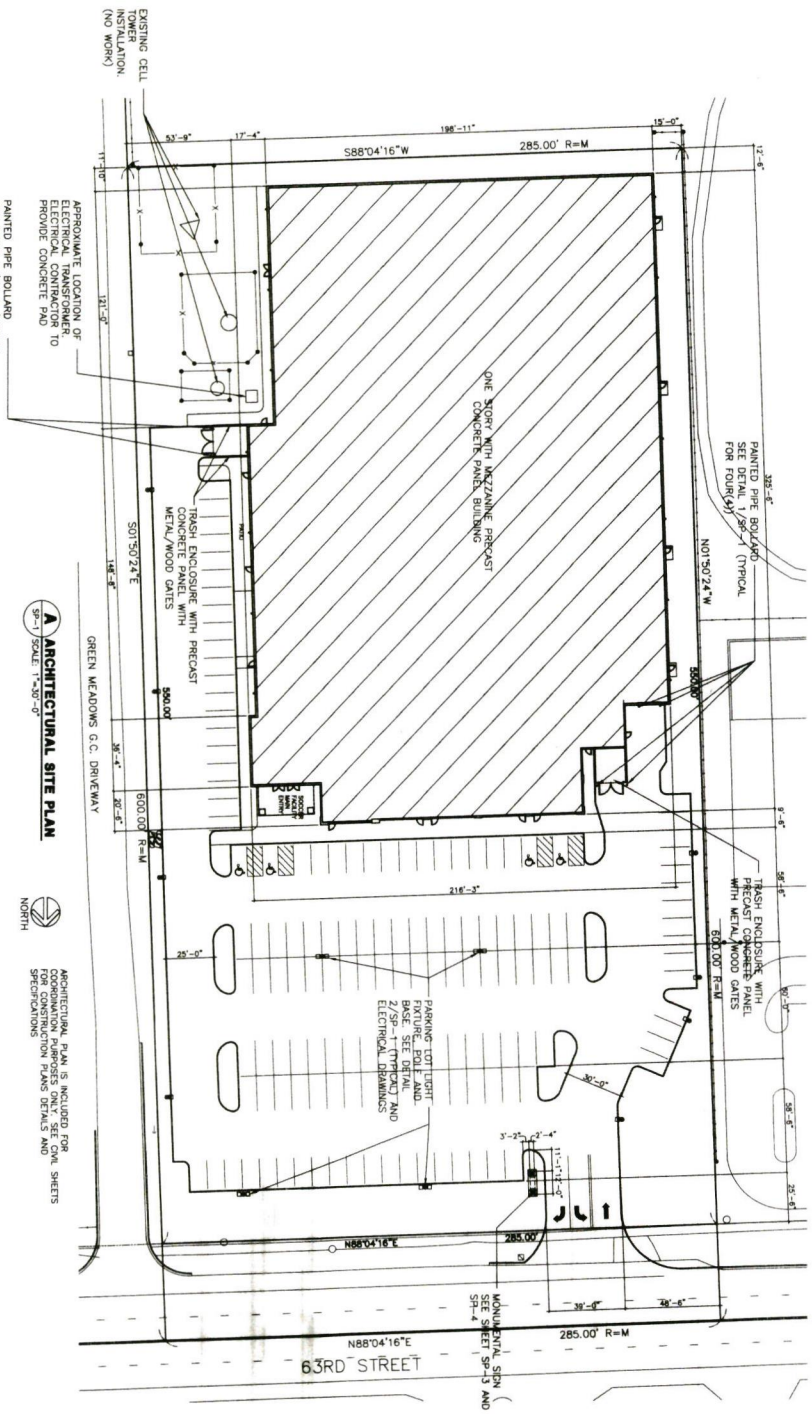
Architectural site plan for the Green Meadows C.C. The plan shows a large rectangular building labeled "ONE STORY WITH MEZZAINE PRECAST CONCRETE PANEL BUILDING". To the left of the building is a "TRASH ENCLOSURE WITH PRECAST CONCRETE PANEL WITH METAL/WOOD GATES (DUMPSTERS BY TENANT)". To the right of the building is a "PARKING LOT LIGHT FIXTURE, POLE AND BASE SEE DETAIL 2/SP-1 (TYPICAL) AND ELECTRICAL DRAWINGS". The plan also shows a "FIRE SPROUTER ROOM", a "GREEN MEADOWS C.C. DRIVEWAY", and an "OUTDOOR PLAYGROUND AREA 1430 SQ. FT. MOVABLE FENCING AT PERIMETER OF PLAYGROUND AREA BY DAY CARE TENANT". The plan includes dimensions for various areas and streets, such as "SAROVA W", "63RD STREET", and "GREEN MEADOWS C.C. DRIVEWAY".



- Parking during non-busy hours
- Parking during busy hours

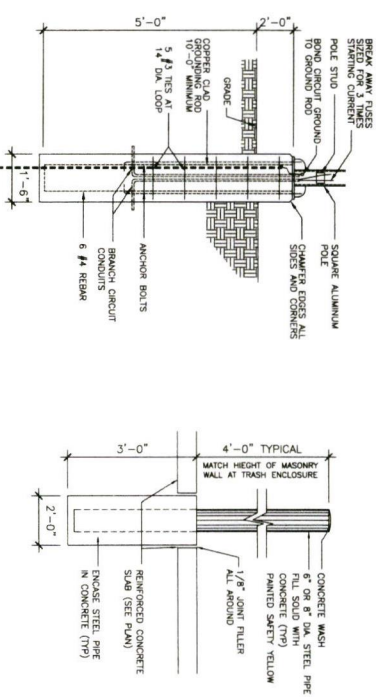






**A ARCHITECTURAL SITE PLAN**  
SP-1 SCALE 1/32\"/>

ARCHITECTURAL PLAN IS INCLUDED FOR CONSTRUCTION PLANS DETAILS AND SPECIFICATIONS.



**2 TYPICAL LIGHT POLE BASE DETAIL**  
SP-1 SCALE 1/2\"/>

**1 TYPICAL ROLLARD DETAIL**  
SP-1 SCALE 1/2\"/>

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SHEET NO. **SP-1**

DATE STARTED: 10/01/09

DATE NO. 02/05/10

FILE NO. 0209

OWNER: WESTMONT YARD

DESIGNER: GEA ARCHITECTS, LTD.

SCALE: 1/2\"/>

WESTMONT YARD

**NEW SOCCER FACILITY AND RETAIL**

233 63RD STREET - WESTMONT - ILLINOIS - 60559

|          |                       |
|----------|-----------------------|
| 04/01/09 | ISSUED FOR PERMIT     |
| 05/05/09 | LANDSCAPING REVISIONS |
| 07/01/09 | LANDSCAPING REVISIONS |
| 08/01/09 | LANDSCAPING REVISIONS |
| 09/01/09 | REVISIONS FOR PERMIT  |
| 09/01/09 | REVISIONS FOR PERMIT  |

**gea architects ltd.**

305 EAST WATERFORD ROAD  
WESTMONT, ILLINOIS 60559  
TEL: 630.233.0000 FAX: 630.233.0000  
WWW.GEA-ARCHITECTS.COM  
LICENSE NUMBER: 044-002373





[illegible]

**A ARCHITECTURAL SITE PLAN**



# LANDSCAPE PLAN

Replace elsewhere on property

Remove wood trees that were destroying fence

Replace with original landscape plan

Arboretum

## A LANDSCAPE PLAN

SP-2 / SCALE: 1"=30'-0"



- = Existing
- = Missing
- = Existing trees from original construction, not part of original landscape plan



# QUIT CLAIM DEED

FRED BUCHOLZ, RECORDER  
DUPAGE COUNTY ILLINOIS  
05/20/2020 02:29 PM  
RHSP

Grantor(s),  
HB Investments LLC, of the  
City of Hinsdale State of  
IL, for and in  
consideration of Ten and No/100ths  
DOLLARS, and other good and  
valuable consideration, CONVEY  
and QUIT CLAIM to

DOCUMENT # R2020-050577

(Above Space For Recordors Use Only)

GRANTEE(S), WY Investments, LLC, an Illinois limited liability company, created and existing  
under and by virtue of the laws of the State of Illinois, of Westmont, IL, the following described  
Real Estate situated in the County of DuPage, in the State of IL, to wit:

## See Attached Legal Description

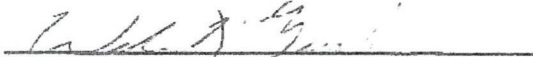
Permanent Real Estate Index Number(s): 09-21-200-002

Address Real Estate: 233 W. 63<sup>rd</sup> Street, Westmont, Illinois 60559

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws  
of the State of Illinois.

DATED this 12<sup>th</sup> day of MAY, 2020.

HB Investments LLC

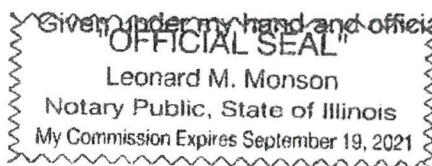


By: William H. Gust

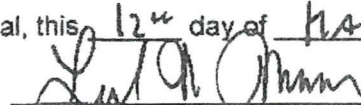
Its: Manager

State of Illinois, County of DuPage,

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY, that William H. Gust, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered the said instrument as his free and  
voluntary act, for the uses and purposes therein set forth, including the release and waiver of  
the right of homestead.



Given under my hand and official seal, this 12<sup>th</sup> day of MAY, 2020.

  
Notary Public

Commission expires 9/19, 2021

Prepared by : Leonard M. Monson, 552 S. Washington St., #100, Naperville, IL 60540

Tax Bill To : WY Investments, LLC, 233 W. 63<sup>rd</sup> Street, Westmont, IL 60559

Return to : Kuhn, Heap & Monson, 552 S. Washington St., #100, Naperville, IL 60540



State of Illinois  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Type of Facility  
DAY CARE CENTER

PRINT DATE: 04-07-2023

NO.  
500159-06

F - FULLTIME 5 HOURS OR MORE

LICENSE ISSUED TO  
ACTIVE CHILD CARE  
233 W 63RD ST  
WESTMONT IL 60559-2609

Effective Dates  
10-28-2022 - 10-28-2025

Capacity

EXTD: 000  
DAY: 159  
NIGHT: 000

Supervising Child Welfare Agency

Area Used for Children

1ST FL 5 RMS, 2ND FL 5 RMS, FIELD 1 FRONT, PLAY TOWER

Ages of Children Served

DAY: 06W TO 06Y

HOURS OPERATION: 06:30AM - 06:30PM

Mailing Address for this facility is:

ACTIVE CHILD CARE

233 W 63RD ST  
WESTMONT

IL 60559-2609

Director  
Marc D. Smith



2A- -62

NOT TRANSFERABLE - Supersedes all prior licenses for type of care specified above.





**VILLAGE OF WESTMONT**  
**Board of Trustees Memorandum**  
**January 9, 2024**

---

**Item for Board of Trustees Consideration:**

Board to consider an ordinance approving requests from WY Investments, LLC, d/b/a Westmont Yard, for the property at 233 West 63rd Street, Westmont, Illinois, 60559, for the following:

1. Amended and Restated Planned Development Agreement to allow ancillary outdoor uses associated with a Daycare Center in the (C-1) Commercial District
2. Amended Site Plan and Amended Landscape Plan in the (C-1) Commercial District.

**Planning and Zoning Commission recommendation:**

At its meeting on December 11, 2024, the Planning & Zoning Commission recommended approval for both items (7-0).

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**I. BACKGROUND OF ITEM**

- A. Location: The subject site is located on 63rd Street between Cass Avenue and Williams Street. 233 West 63rd Street is home to Westmont Yard, a sports/recreation complex and daycare center. As a part of their business programs, Westmont Yard has an indoor field and facilities for after school sports, camps, active childcare, birthdays, and other rentals. The lot is 285 feet by 550 feet, for an area of 156,750 square feet, or 3.6 acres.



**Aerial Map - 233 West 63rd Street (source: DuPage County Parcel Viewer)**



B. Previous approvals:

Based on Village records, the petitioner has received four approvals regarding the Planned Development Agreement. Below is a summary of these ordinances:

**Ordinance No. 09-17: Planned Development Approval**

In February of 2009 under Ordinance No. 09-17, the petitioner received approval of a planned development overlay district for the property. The approved site and landscape plan that accompanied this approval under Ordinance No. 09-19 was processed as multi-tenant commercial building although, at the time the proposed uses for all the tenant spaces were not known. A Special Use Permit was also approved for an amusement establishment (indoor soccer) under Ordinance No. 09-18. Additionally, the Planned Development approval provided a list of exceptions and requirements including a requirement to allow no more than 20% of the retail strip center portion to be used for non-retail uses. This and other exceptions were enumerated to promote redevelopment goals of the South Westmont Business District. However, this Planned Development Agreement was never recorded through the County.

**Ordinance No. 09-135: Planned Development Amendment #1**

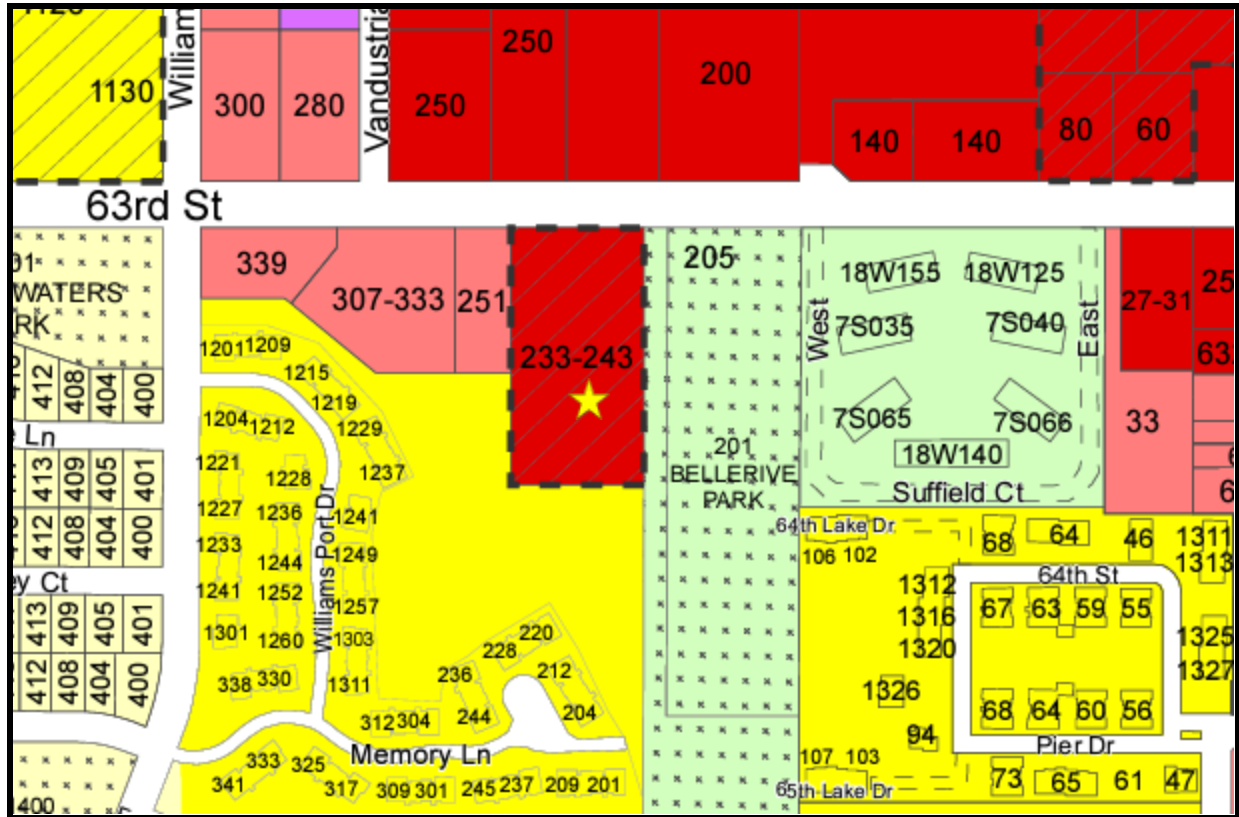
In March of 2009 under Ordinance No. 09-135, the petitioner received approval for an amendment to the approved Planned Development amendment to allow for changes to the required building materials and architectural design of the building. Additionally, the amended agreement allowed the Community Development Director to approve minor modifications to the site plans.

**Ordinance No. 10-94: Planned Development Amendment #2**

In June of 2010 under Ordinance No. 10-94, the petitioner received approval for a second amendment to the approved Planned Development to allow two (2) of the five (5) retail spaces to be used as auxiliary indoor soccer training spaces in lieu of retail sales due to the inability to attract retail tenants at that time.

**Ordinance No. 15-177: Planned Development Amendment #3**

In November of 2015 under Ordinance No. 15-177, the petitioner received approval for a third amendment to the approved Planned Development to allow the expansion of the permitted childcare facility and programs to all (5) five retail spaces.



Zoning Map - 233 West 63rd Zoning Map

C. Zoning Designations:

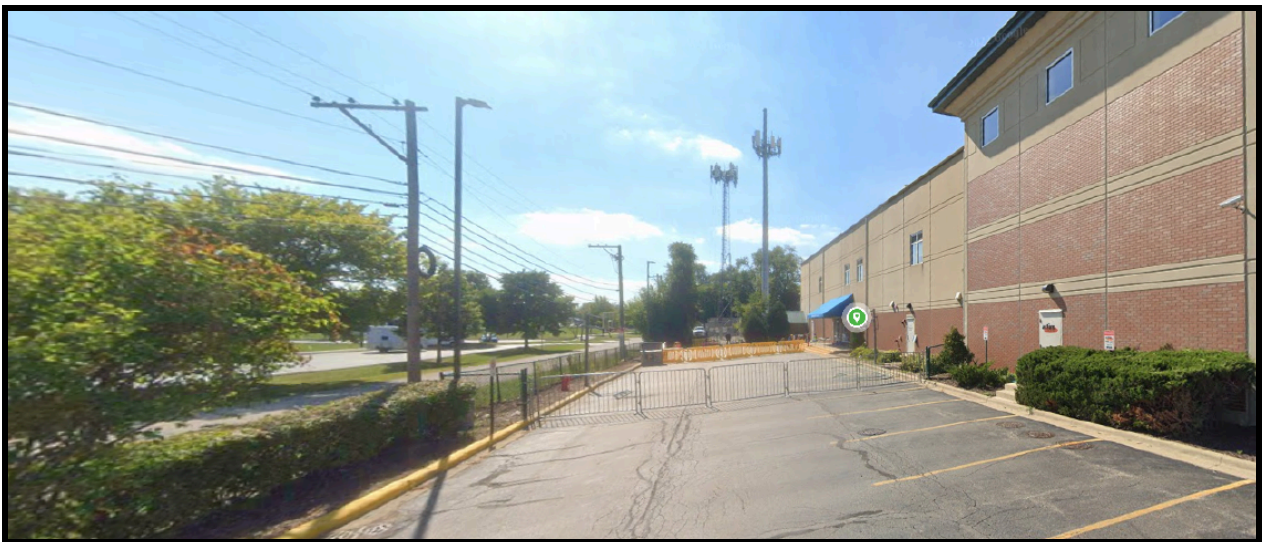
|                         |                                      |
|-------------------------|--------------------------------------|
| <b>SUBJECT PROPERTY</b> | C-1 Commercial District              |
| <b>NORTH</b>            | C-1 Commercial District              |
| <b>SOUTH</b>            | R-4 General Residence District       |
| <b>EAST</b>             | R-1 Single-Family Detached Residence |
| <b>WEST</b>             | B-2 General Business District        |

D. Neighborhood Characteristics

The property is located in the South Westmont Business District, which includes a variety of retail, service, and residential uses. To the south of the property is the detention area for Williamsport Village Condos, to the east is Bellerive Park, to the west is a Guiding Hands daycare center , and to the north is First Student, Inc a school bus depot.



Street View (from 63rd Street) - 233 West 63rd Street (source: Google)



East Facade(from Parking Lot) - 233 West 63rd Street (source: Google)

## II. PETITIONER REQUEST:

The petitioner is requesting to amend and restate the planned development agreement and the corresponding site and landscape plan to continue operating as a daycare center and recreation facility with exterior uses ancillary to the primary use of the property.

## III. ZONING ANALYSIS

### A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is C-1 Commercial District, which allows for a variety of retail, restaurant, and service uses. The daycare center use is permitted as per Appendix A, Section 7.07(A)(27a). The property received an approved special use permit for the amusement establishment in 2009 under PZC 09-004.

The Comprehensive Plan designates the future land use in this area as General Commercial, which describes the designation as an area “...intended to accommodate less intense commercial uses to

*primarily cater to the day-to-day needs of Westmont residents.”*

More specifically, the Comprehensive Plan identifies this property in the 63rd & Cass Subarea, which is described as focusing “... *on the development of commercial activities in order to take advantage of the high visibility offered by both Cass Avenue and 63rd Street.*” The Comprehensive Plan further defines Local commercial as “*Small- to medium-lot commercial development that includes retail, small office, or service activities in either single-tenant or small multi-tenant formats*”

B. Entitlement Request

The petitioner has provided project narrative and supporting documentation for the following requests. Any corresponding standards for entitlement approval consideration can be referenced in item V(B) below.

- **Amended and Restated Planned Development Agreement to allow ancillary outdoor uses associated with a Daycare Center in the (C-1) Commercial District**

The petitioner’s request to amend the previously approved planned development agreement to allow ancillary outdoor uses expressly related to the permitted daycare center on site, is to both clarify and rectify the planned development language as well as to expand the ancillary outdoor uses around the perimeter of the building and site.

Currently, the daycare facility does have outdoor play areas which is required by State requirements for daycare centers. These areas are limited to a temporary area on the east side of the building within parking stalls and a permanent area at the rear of the property. Although the third amendment to the planned development agreement (Or. #15-177) allowed the expansion of the childcare facility and programs to all (5) five retail spaces, it did not expressly state that the outdoor uses were allowed. Additionally, the petitioner has begun to explore possibilities of installing new outdoor play areas to the west of the property. The petitioner has also historically utilized a number of the parking spaces to park buses associated with the childcare facility. Attached is a parking plan indicating the 11 spaces occupied by the buses, a total of 150 Parking spaces on the property; however approximately 15 of the spaces are not able to be utilized during the day due to the daycare play area. It is not uncommon for daycare facilities to have buses related to the business. Village staff has requested that the petitioner rectify and clarify the uses through an amendment to the planned development agreement as well as placing conditions and regulations on them. Additionally, due to the number of amendments to the planned development agreement, it is common to restate the agreement for purposes of filing and recording of the document. The draft language has been provided as an attachment with this staff report.

- **Amended Site Plan and Amended Landscape Plan in the (C-1) Commercial District.**

As with any property within the (C-1) Commercial District, 233 West 63rd Street must have an approved site and landscape plan on file prior to issuance of any building permits. The property has approved site and landscape plans under ordinance no. 09-19. However, the proposed amendment to the planned development agreement is accompanied by amendments to the site plans and landscape plan as significant changes to the originally approved plans were approved through the permitting process at the time. To rectify these changes, the approved building permit site and landscape plan accompanied by modifications are attached.



**Engineering Comments:**

The Village's engineering consultant (EZA Engineering) provide the following comments related to the proposed improvements:

- Williams Port Pond is likely considered a Regulatory Wetland. A Regulatory Wetland typically has a 50' buffer associated with it.
- There are two permanent playgrounds – one on the west side of the building and one on the south side of the building. The south playground is not within 100' of the pond and therefore, is not anticipated to cause any issues with the wetland/buffer. However, the west playground may be close enough to the wetland/buffer that environmental regulations may be applicable. The applicant is advised to contact DuPage County Stormwater Management to determine if they will require a permit or not. The applicant should be prepared with some details on the construction of the playground, such as the ground surface material.

**IV. SUMMARY**

The petitioner is requesting to amend and reaffirm the planned development agreement and the corresponding site and landscape plan to continue operating as a daycare center and recreation facility with expansion of exterior uses ancillary to the primary use of the property.

**V. LEGAL**

- A. Notification: A legal notice was published in Westmont Suburban Life on November 21, 2024.
- B. Code References: Appendix A: Appendix A, 7.02; Article 9; Section 13.11

**VI. DOCUMENTS ATTACHED:**

1. Publication notice appearing in the November 21, 2024 Westmont Suburban Life.
2. Draft Amended and Restated Planned Development and Exhibits Agreement (for Approval).
3. Petitioner Attachments received November 8, 2024 (Edited for VB):
  - a. Planning and Zoning Development Application
  - b. Project Narratives
  - c. Parking Plan
  - d. Original Site and Landscape Plans dated
  - e. Site Plan & Landscape Plan Amendments
  - f. Quick Claims Deed
  - g. State of Illinois Department of Children and Family Services' Licensure for Active Child Care
  - h. Plat of Survey

Certificate of the Publisher

Westmont Suburban Life

Description: PZC 026-2024 - 233 W 63RD  
2208280

VILLAGE OF WESTMONT  
31 W QUINCY ST  
WESTMONT IL 60559

Shaw Media certifies that it is the publisher of the Westmont Suburban Life. The Westmont Suburban Life is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Westmont, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in the Westmont Suburban Life, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 11/21/2024

This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by Laura Shaw, its Publisher, at Westmont, Illinois, on 21st day of November, A.D. 2024

Shaw Media By:



Laura Shaw, Publisher

Account Number 10074602

Amount \$106.62

**PUBLIC NOTICE**  
**LEGAL NOTICE / PUBLIC NOTICE**  
**VILLAGE OF WESTMONT**  
**PLANNING AND ZONING COMMISSION**  
**NOTICE OF PUBLICATION**  
NOTICE IS HEREBY GIVEN that a public hearing has been scheduled before the Westmont Planning and Zoning Commission to be held on Wednesday, December 11, 2024 at 6:00 P.M. in the Westmont Village Hall, 31 W. Quincy St., Westmont, Illinois 60559. The purpose of the hearing is to consider requests from WY Investments, LLC, d/b/a Westmont Yard, for the property at 233 West 63rd Street, Westmont, Illinois, 60559, for the following:

1. Amended and Restated Planned Development Agreement to allow ancillary outdoor uses associated with a Daycare Center in the (C-1) Commercial District
2. Amended Site Plan and Amended Landscape Plan in the (C-1) Commercial District.

PIN: 09-21-200-002  
More Common Location: 233 West 63rd Street, Westmont, Illinois, 60559  
Village Code(s) Applicable: Appendix A, 7.02(E); Article 9, Section 13.11

Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 8:00 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. All interested persons in attendance will be allowed to express their views.

WESTMONT PLANNING AND ZONING COMMISSION  
Doug Carmichael,  
Chairperson

(Published in Westmont Suburban Life Nov. 21, 2024) 2208280

December 30, 2024

Ms. Amy Ries, PE  
Village of Westmont  
31 W. Quincy Street  
Westmont, Illinois 60559

Subject: Village of Westmont – Lincoln Street and 41st Street Water Main Extensions –  
Construction Services

Dear Ms. Ries, PE:

Baxter & Woodman, Inc. is pleased to submit this Proposal to complete construction engineering services for the Lincoln Street and 41st Street Water Main Extensions project. The Project includes approximately 2,000 lineal feet of new 8-inch water main on Lincoln Street, from 41st Street to Ogden Avenue, and on 41st Street, from Liberty Boulevard to Grant Street.

The following outlines our scope of services and our engineering fee:

## Scope of Services

---

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
  - B. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction, or extend

to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review construction record drawings for completeness prior to submission to CADD.
  - D. Prepare construction contract change orders and work directives when authorized by the Owner.
  - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - G. Project manager or other office staff visit site, as needed.
4. FIELD OBSERVATION – Full Time
- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at

the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site, including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

## 5. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Review the Contractor's requests for final payment and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Prepare construction record drawings, which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

## Schedule

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We estimate that the construction work will be completed by the end of July 2025.

## Fee

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The Owner shall pay the Engineer for the services performed or furnished, based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$82,400.

This proposal is valid for 90 days from the date issued.

## Standard Terms and Conditions

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The attached Standard Terms and Conditions apply to this proposal.

## Acceptance

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We appreciate the opportunity to work with the Village on this important Project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3278 or [cmitchell@baxterwoodman.com](mailto:cmitchell@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.

CONSULTING ENGINEERS



Craig D. Mitchell, PE

Vice President

Attachment

Village of Westmont

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

P:\WMNTV\0230439-Lincoln and 55th Ext\Contracts\Work\01-  
Construction\0230439.01\_Proposal\_LincolnSt55thStWtrMnExt\_CS.docx

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("Baxter & Woodman"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

**Owner's Responsibility** – Provide Baxter & Woodman with all criteria and full information for the "Project," which is generally otherwise identified in the Letter Proposal. Baxter & Woodman will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to Baxter & Woodman. Baxter & Woodman and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

**Schedule for Rendering Services** – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman's work shall be extended and the rates and amounts of Baxter & Woodman's compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** – The fees to perform the proposed scope of services constitutes Baxter & Woodman's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**Opinion of Probable Construction Costs** – Baxter & Woodman's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that Baxter & Woodman has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. Baxter & Woodman cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Baxter & Woodman's opinion of probable construction costs.

**Standards of Performance** – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman's consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

|                        |                                   |                            |                                      |
|------------------------|-----------------------------------|----------------------------|--------------------------------------|
| Worker's Compensation: | Statutory Limits                  | Excess Umbrella Liability: | \$10 million per claim and aggregate |
| General Liability:     | \$1 million per claim             | Professional Liability:    | \$5 million per claim                |
|                        | \$2 million aggregate             |                            | \$10 million aggregate               |
| Automobile Liability:  | \$1 million combined single limit |                            |                                      |

In no event will Baxter & Woodman's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman



under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



# DuPage Mayors and Managers Conference

*an association of municipalities representing 1,000,000 people*

## 2025 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

### Municipal Revenues and Unfunded Mandates

Per-capita funding through the Local Government Distributive Fund (LGDF) benefits all municipalities, supporting community services such as infrastructure, social services, public safety pensions, and unfunded mandates such as lead service line replacement. LGDF allows local officials to invest locally generated revenue where it is needed most without raising taxes.

Unfunded mandates preempt local control and divert revenue from essential programs and services our communities rely upon.

### Sustainable Public Pension Systems

Municipalities take pride in generously compensating our heroic first responders and dedicated employees for their service to the community. "Safe Harbor" for municipal police and firefighters was fully addressed in 2019, and taxpayers are beginning to see the benefits of Tier 2 and the consolidation of downstate public safety pension funds.

Public pensions, and the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police, fire, and IMRF.

### Freedom of Information Act and Open Meetings Act

Common sense changes to the Freedom of Information Act, such as adopting the federal definition of commercial requests & requiring a conviction for the public release of body camera arrest footage to protect citizens' privacy, will preserve transparency & mitigate the abuse of FOIA for entertainment & profit.

Open Meetings Act changes to allow remote meetings of committees and advisory boards that refer final action to another decision-making body will increase efficiency, transparency, and public participation.

### Transportation and Infrastructure

Investments in local infrastructure and a robust, reliable, and affordable public transit system are critical for the prosperity of our region. Legislation to reform public transportation must prioritize consensus-driven governance, local control, equitable service levels across the region, and a sustainable funding model.

Municipal representation in transit governance must be preserved and strengthened to align regional decision-making with the needs of our communities.



**Village of Westmont  
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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**RESOLUTION 25\_\_\_\_\_**

**A RESOLUTION TO SUPPORT THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE  
MAYORS AND MANAGERS CONFERENCE  
FOR THE 2025 LEGISLATIVE SESSION**

**WHEREAS**, the Village of Westmont is a member of the DuPage Mayors and Managers Conference; and

**WHEREAS**, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to further protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

**WHEREAS**, on November 20, 2024 the DuPage Mayors and Managers Conference Membership voted unanimously to adopt its 2025 Legislative Action Program, attached hereto; and

**WHEREAS**, the Village of Westmont, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Westmont regarding legislative positions that may be presented in official capacity in the General Assembly or on behalf of the municipality:

NOW, THEREFORE, BE IT RESOLVED, that the Village of Westmont hereby supports the DuPage Mayors and Managers Conference's 2025 Legislative Action Program which includes the following listed legislative priorities:

1. Municipal Revenues and Unfunded Mandates
2. Sustainable Public Pension Systems
3. Freedom of Information Act and Open Meetings Act
4. Transportation and Infrastructure

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Westmont, to the Office of the Governor, and to all department heads in the City/Village of Westmont.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 9th day of January, 2024.

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

**ATTEST:**

\_\_\_\_\_  
Clerk Virginia Szymiski

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