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
October 30, 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. REPORTS

a. Board Reports

i. Mayor

ii. Clerk

iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held October 16, 2025.

Background of Subject Matter
Required Parliamentary Procedure

Type Motion

b. Finance Ordinance #22

i. **Total to be announced at the meeting**

Type Consent Item

Budgeted

c. Purchase Order(s)

i. **West Central Municipal Conference $42,955.00**

Additional fall trees for plantings. This is in addition to the $25,092.00 purchase order approved at the 10/16/2025 board meeting.

Type Consent Item

Budgeted Yes

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

i. **To be announced at the meeting**

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Appointment to the Police Pension Board**

Board to consider a motion approving the Mayor's reappointment of Larry Babyar to the Police Pension Board.

Background of Subject Matter
Each appointment is for a two-year term. Mr Babyar has served on the Pension Board since November 2015.

Type Motion

Budgeted

b. **Lot Coverage Variance Request — 31 South Grant Street**

Board to consider an ordinance approving a request from Ellen Bomba and Eugene Hong, for the property at 31 South Grant Street, Westmont, Illinois, 60559, for a Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Family Detached Residence District for a patio.

Background of Subject Matter
The petitioners propose to construct a 330 square foot patio with either concrete or pavers. This construction would raise the property's lot coverage from approximately 37.2% to 40.8%, which exceeds the 35% maximum allowed in the R-3 Single-Family Detached Residence district. Therefore, the petitioners are requesting a variance to a maximum lot coverage of 40.8% (rounded to 41%).

Additional Background
The subject property is not eligible for administrative approval because it is located within a known sub-basin, which contains a low depressional area

(LDA) concentrated around the intersection of Richmond and Grant Street, largely in Lebeck Park. Additionally, the front portion of the property itself (31 South Grant Street) is located within the LDA, as well as neighboring residential properties.

Recommendation

At its meeting on October 8, 2025, the Planning & Zoning Commission recommended approval of the variance request for a lot coverage up to 41% (4-2, one absent) with a condition to require that the construction of the patio use permeable pavers with an aggregate base course depth of 12 inches or the manufacturer's standard, whichever is greater per the Village's engineering consultant recommendation.

Type Ordinance

Budgeted

c. **Municipal Advisor Agreement - Raymond James**

Board to consider an ordinance approving an agreement appointing Raymond James as our municipal advisor for the issuance of General Obligation Alternate Revenue Bonds in the amount of $34,000,000.00

Background of Subject Matter

The Village utilizes the services of a municipal advisor to assist the Village with the preparation and issuance of bonds to finance large capital infrastructure projects. Starting in the first half of 2026, the Village anticipates starting construction on water system utility improvements valued at approximately $4,000,000.00 along with the construction of a new fire station estimated to cost between $24,000,000.00 to $30,000,000.00. Payment of future debt service payments on the bonds are planned to come from water utility rate revenue as well as 1/2% (0.50%) non-home rule sales tax. The issuance of $4,000,000.00 in bonds for water system utility improvements was factored into the long-range financing plan of the Village's Water Fund when the Village Board approved new water rates in December 2024. Raymond James has served as the Village's municipal advisor for many years, most recently serving in this capacity for the Village in 2019 on the issuance of bonds to finance construction on the Village's public works facility and in 2022 on a refunding (refinancing) issuance. Raymond James additionally assists the Village on an annual basis in completing and filing required financial disclosures to existing bondholders. Fees pursuant to this contract are approximately $44,000.00, which is competitive compared to other municipal advisors.

Recomendation

Approve

Type Ordinance

Budgeted

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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

Village of Westmont
ADMINISTRATION
Village Clerk
31 West Quincy Street, Westmont, Illinois 60559

clerks@westmont.il.gov | 630-981-6210
westmont.illinois.gov | 630-981-6200

Clerk's Office

Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, October 16, 2025.

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT:	Mayor Nero	P	Clerk A. Szymski	P
TRUSTEES:	Barker	P	Parrilli	P
	Guzzo	P	Plowman	P
	Liddle	P	Scales	P

STAFF:

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

ATTORNEY: **Zemenak** P **Lampariello** A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

GUESTS:

Kailli Harding P

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.
Mayor Pro-Tem Barker welcomed everyone to the meeting.

OPEN FORUM:

- No Open Forum Requests

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

	1	2	3	4	5	6	7	8
TRUSTEE BARKER	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE PARRILLI	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE PLOWMAN	Y	Y	Y	Y	Y	Y	Y	Y
TRUSTEE SCALES	Y	Y	Y	Y	Y	Y	Y	Y

REPORTS

Mayor Nero

- Announced that the FMC is hosting an international event. It is happening this weekend and the Mayor encouraged the community to check it out. This is one of three swimming world cup events in North America. Tickets can be purchased at fmcnatatorium.org. The concessions will be handled by Dolce's.
- The Chamber of Commerce is hosting the Winter Ball on December 12th at the Hilton. Tickets are available on the Chamber website, westmontchamber.com.
- The Village will publish information soon regarding our new strategic plan process. The first item on the agenda will be a community survey. More details are on the Village website.
- Encouraged everyone to come out to the Wicked West Fest event on Saturday. It will be kicked off at 10:45am with the pumpkin smash.

Village Clerk Szymski

- Village offices will be closed on November 11th for Veteran's Day.
- Village offices will also be closed November 27th and 28th for Thanksgiving.

Trustee Guzzo

- The next Public Safety Committee meeting is scheduled for 4:30pm on November 6th at Village Hall. Everyone is invited to attend.

Trustee Scales

- The Community Development Committee meets next on October 30th at 4:30pm in Village Hall.
- The next Planning and Zoning Commission meeting is scheduled for November 12th at 6pm in Village Hall.
- There is a comprehensive plan update where staff will begin discussion on the plan document update. This will be discussed on October 30th. Staff is looking for feedback before a consultant is hired.

Trustee Parilli

- The next Public Works Committee is December 4th at Village Hall. The meeting starts at 4:30pm.
- Residents are asked to help with keeping leaves away from storm drains because that could create flooding problems.
- Free leaf pick up will be November 3 - 29th. Residents can put out unlimited kraft paper bags free of charge on their regular garbage pick up day. Stickers are not required during this time frame.
- Residents are encouraged to check out the construction updates posted on the Village website.
- The construction on the front entrance to Village Hall is going well. This project should be completed soon.

Trustee Plowman

- The Police Public Safety Committee meeting will be held on November 20th and will take place at the Village Hall.
- Recapped the paper shred event. 5,319 lbs of paper was collected and over $3,100 was raised for Special Olympics.
- Drug Takeback Day will take place on October 25th from 10:00am - 2:00pm at two locations. One location will be the Westmont Police Department at 500 N. Cass and the other location will be Mariano's at 150 W 63rd Street.
- The Lions Club is hosting a pancake breakfast the morning of Wicked West Fest on October 18 from 8am - 11am. This will be held at the Knights of Columbus. There will be games for kids and the cost is $8.00 for adults and $5.00 for kids and seniors.

Trustee Liddle

- The next Administration / Finance Committee meeting will be 4:30pm, December 18th, at Village Hall.
- The Wicked West Fest is this Saturday, October 18, 2025. There will be a trick-or-treat trail, casket races, costume contests, pumpkin smashing, and a whole lot more.

Trustee Barker

- The Environmental Improvement Committee will meet on November 3rd, 5:30pm at the Westmont Public Library.
- Bins will be placed at the Westmont Library and the Fire Department Headquarters for holiday lights recycling.
- Pumpkin composting will be November 8th at the Westmont Public Library. Pumpkins must be free of decorations.
- We have an electronics and more recycling event on November 22nd from 8am - 12pm in front of Village Hall. Some items may have a fee.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

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

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **September 18, 2025.**

(B) FINANCE ORDINANCE

Finance Ordinance # 20 and 21 **$ 5,583,197.52**

(C) PURCHASE ORDERS:

Safe Step LLC	$ 25,000.00
West Central Municipal Conference	$ 25,092.00
Compass Minerals America	$ 27,128.00
Total of Purchase Orders	**$ 77,220.00**

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): $ 5,660,417.52

(E) AUGUST 2025 MONTHLY BOARD TREASURER'S REPORT

(F) DECREASE CLASS 5 LIQUOR LICENSE

Board to consider an ordinance decreasing the number of available Class 5 local liquor licenses by one.

(G) PROCLAMATIONS

i. Arts DuPage

Board to consider a proclamation declaring the month of October Arts DuPage Month.

ii. Support your Local Chamber Day

Board to consider a proclamation declaring October 15th as Support Your Local Chamber of Commerce Day in Westmont.

iii. National Cybersecurity Day in Westmont

Board to consider a proclamation declaring October Cybersecurity Awareness Month in Westmont.

iv. National Community Planning Month

Board to consider a proclamation declaring October as Community Planning Month.

v. FIre Prevention Week

Board to consider a proclamation declaring October 5 - 11th as Fire Prevention Week in Westmont.

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

VOTE ON MOTION #1
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

Assistant Village Manager Parker read the Proclamations for Arts DuPage and Support Your Local Chamber of Commerce Day.

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) APPOINTMENT OF COMMISSION MEMBER

Government Services Director Mielcarski addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider a motion approving Mayor Nero's appointment of Brian Sible to the Fire and Police Commission.

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

VOTE ON MOTION #2
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(3) RFQ SELECTION AND CONSTRUCTION CONTRACT - CONSTRUCTION MANAGER AT-RISK FOR FIRE DEPARTMENT HEADQUARTERS

Public Works Director Ries and Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving the following items related to the construction of a new Fire Department Headquarters:

a. Approving the selection of Leopardo Construction, Inc. to serve as the construction manager at-risk for the Fire Department Headquarters project pursuant to the Village's RFQ 25-01
b. Approving a construction contract for construction manager at-risk services with Leopardo Construction for the Fire Department Headquarters project.

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

VOTE ON MOTION #3
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(4) REMODELING WORK - VILLAGE HALL BREAKROOM
Assistant Village Manager Parker addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance approving a Proposal and Addendum with Albrite Building, Inc. for remodeling work to the breakroom at Village Hall.

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

VOTE ON MOTION #4
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(5) WASHINGTON & TRUABE INFRASTRUCTURE IMPROVEMENTS - CHANGE ORDER #1
Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance approving Change Order #1 for the Washington and Traube Infrastructure Improvements project for an amount not to exceed $200,000.

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

VOTE ON MOTION #5
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(6) TEMPORARY LIQUOR LICENSE TEXT AMENDMENT
Assistant Village Manager Parker addressed the Village Board on this item.

Motion by **Trustee Plowman** to consider an ordinance amending Chapter 10 “Alcoholic Beverages”, Article 1, Section 10-2 “Local Liquor Commissioner” of the Westmont Municipal Code regarding the procedures for waiving certain temporary liquor license fees.

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

VOTE ON MOTION #6
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

(7) COMMITTING CONVENTION & TOURISM FUNDS
Finance Director Allen Altic addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance committing a portion of the Convention and Tourism Fund Balance for Infrastructure Purposes.

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

VOTE ON MOTION #7
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

MISCELLANEOUS

- Assistant Village Manager Parker talked about the meeting schedule changes.
  - The following dates were discussed: October 30th, November 6th, November 13th (Budget Workshop), November 20th, December 4th, December 18th, January 8th.
  - There are potential changes to this schedule and meetings may be consolidated.
  - Government Services Director, Patti Mielcarski, stated that we must have a meeting on November 13th because that is for the budget workshop.
  - Finance Director Altic stated that the budget should be approved at the November 20th meeting.
    - Trustee Barker asked that the Finance Department provide information about the budget ahead of time.
- Trustee Plowman recapped the October 5th, Beers, Burgers, & Babyshower project which was a volunteer project in partnership with many organizations including Lions, Rotary, etc. This took place at D.J.'s Sports Bar & Grill. They are hoping to have this be an annual event.
- Trustee Plowman gave an update on the Citizens Police Academy, which is a good experience. Encouraged the community to sign up.
- Attorney Zemenak announced that we will have an executive session on October 30th as we are required to review the executive session minutes every 6 months by state statute.

(8) ADJOURNMENT

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

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

VOTE ON MOTION #8
Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman, Scales
Nays: None
Absent: None

MEETING ADJOURNED AT 6:50 P.M.

ATTEST: **APPROVED:**

____
Amanda Szymski, Village Clerk

____
Steven T. Nero, Mayor

Dated this 16th day of October, 2025

Village of Westmont

Purchase Order

PO Date: 2025-10-10

Bill To:
PUBLIC WORKS
155 E. BURLINGTON
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25204229

Vendor:
West Central Municipal Conference
2000 5th Avenue
Building N
River Grove, IL 60171

Ship To:
See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
100609	708-453-9100 x246		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Fall Trees 2025				
1	Fall Trees 2025 GL Account: 0154270 - 57061 - 2I&I $42,955.00 Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559	1.0	EACH	$42,955.00	$42,955.00

By: Spencer Parker
Authorized Signature

PO Total	$42,955.00

*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.

PZC 018-2025

Village of Westmont
Planning and Zoning
Application and Instructions

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

Office Use Only
Date Received:
By:

RECEIVED AUG 13 2025

PROJECT NAME: 31 S Grant Street Patio

Subject Property Street Address: 31 South Grant St.

PIN Number(s):

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

Petitioner (and corporation if applicable): Ellen Bomba & Eugene Hong

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Relationship 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: Ellen Bomba Eugene Hong

Signature: [signature] [signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5 DAY OF September, 20 25

[signature]
Notary Public

OFFICIAL SEAL
JULIE DOYLE JOHNSON
Notary Public - State of Illinois
Commission No. 980700
My Commission Expires November 2, 2027

OWNER SIGNATURE:

Type or print name: Ellen Bomba Eugene Hong

Signature: [signature] [signature]

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5 DAY OF September, 20 25

[signature]
Notary Public

OFFICIAL SEAL
JULIE DOYLE JOHNSON
Notary Public - State of Illinois
Commission No. 980700
My Commission Expires November 2, 2027

Dear Members of the Zoning Board,

I am writing to formally request a variance to allow the construction of a patio at our property- 31 S. Grant Street. Due to unique conditions specific to our lot, the strict application of current zoning regulations regarding impervious surfaces prevents us from adding a patio in a manner consistent with our neighborhood.

The requested variance would allow us to construct a patio of approximately 300sqft in an area that currently does not meet the setback or impervious surface limitations. Without this relief, I cannot create a functional outdoor living space comparable to those enjoyed by neighboring properties, effectively diminishing the reasonable use and enjoyment of our home with our family.

The proposed patio will be designed to blend aesthetically with the neighborhood and will not alter the essential character of the area. I will also take appropriate measures to manage stormwater, ensuring that runoff is controlled to prevent impacts on adjoining properties.

Considering the unique site conditions and the limited impact of the proposed patio on the neighborhood, I respectfully ask that the Zoning Board grant a variance to allow this improvement. This would enable reasonable use of our property while maintaining compliance with the spirit of local zoning objectives.

Thank you for your consideration. I am happy to provide any additional information or documentation needed and look forward to the opportunity to discuss this request further.

Your residents,
Ellen Bomba & Eugene Hong

The residents at 31 S. Grant street are proposing a 330 sqft patio built of either concrete or pavers (with nitro sand) in the back yard. Drainage throughout the perimeter running out into native rain gardens all around. We are open to adding additional drywell towards the east side of the patio (away from the depressional area) as well as dual rain barrels to mitigate water run off. With this proposal we will only help mitigate any flooding at the intersection of Richmond and Grant as well as any potential flooding at our neighbors.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located
    a. The property in question cannot yield a reasonable return if permitted to be used only under current regulations because these standards, coupled with the lot's unique flooding and drainage, prevent the construction of even a modest patio or similar improvement. Neighboring properties are able to add impervious surfaces or outdoor living areas typical for the neighborhood; here, the combination of lot characteristics and regulation renders this impossible. As a result, the property's market value and functional use are diminished compared to similar lots, we the owners, are deprived of reasonable use and return. Granting a variance would allow the property to be improved in a way that is both typical for the area and consistent with reasonable market expectations.

2. The plight of the owner is due to unique circumstances; and
    a. The plight of the owner is due to unique circumstances not shared by other neighboring lots. The patio in question will be stationed away from the property and the low point of the nearby intersection which occasionally floods. Unlike other homes in the area, this drainage characteristic is a long-established condition that predates current ownership and is not caused by any modifications made by the owner. These site-specific factors uniquely restrict the feasible areas for patio construction under current zoning rules. Without relief through a variance, we the owners, cannot reasonably add a patio similar in size or location to those typical for the neighborhood, leading to an undue hardship that justifies the requested exception.

3. The variation, if granted, will not alter the essential character of the locality.
    a. The proposed improvement, a modest backyard patio, is consistent in scale, placement, and materials with numerous other patios in the neighborhood. Many nearby homes already have similar outdoor spaces, and the design respects all current safety and aesthetic standards. The project will not increase traffic, noise, or density, nor will it substantially affect the look or function of the neighborhood. As a result, granting this variation will keep the area's established residential feel and maintain property values. Furthermore, there are plenty of properties within our zone that have been grandfathered in with large concrete patios, driveways and pools, some even taking up their entire backyard, causing no grief or substantial flooding to nearby neighbors or the zone as a whole.

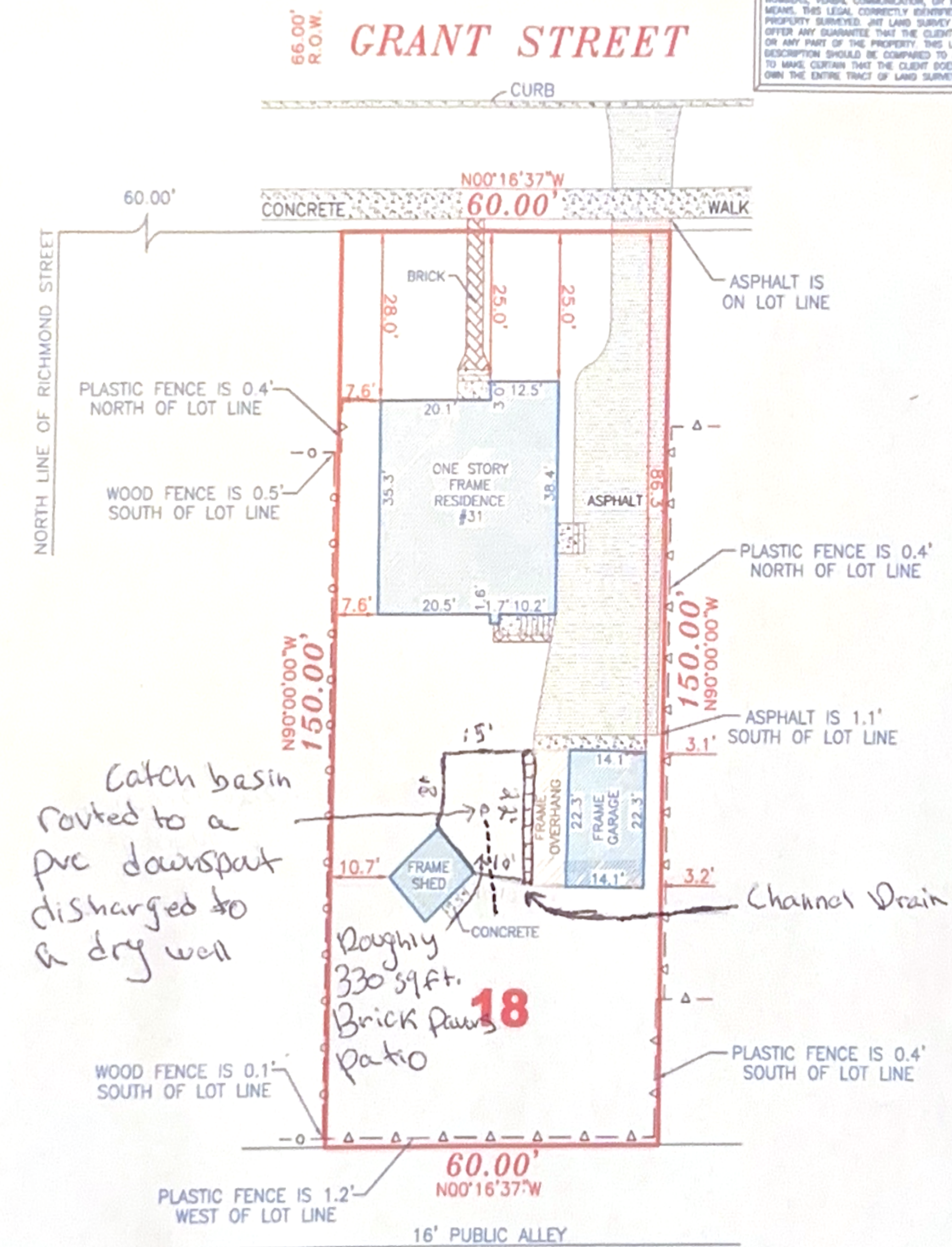
PLAT OF SURVEY

OF

LOT 18 IN BLOCK 2 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 31 SOUTH GRANT STREET

NOTE:
JNT LAND SURVEY WAS ASKED TO WRITE A LEGAL DESCRIPTION FOR THIS SURVEY, BASED UPON TAX ID NUMBERS, VERBAL COMMUNICATION, OR BY OTHER MEANS. THIS LEGAL CORRECTLY IDENTIFIES THE PROPERTY SURVEYED. JNT LAND SURVEY DOES NOT OFFER ANY GUARANTEE THAT THE CLIENT OWNS ALL OR ANY PART OF THE PROPERTY. THIS LEGAL DESCRIPTION SHOULD BE COMPARED TO A TITLE POLICY TO MAKE CERTAIN THAT THE CLIENT DOES IN FACT OWN THE ENTIRE TRACT OF LAND SURVEYED.



AREA OF SURVEY = 9000 SQ.FT.
BASIS OF BEARINGS: ASSUMED

CLIENT: ELLEN BOMBA

JNT LAND SURVEYING SERVICES INC.

15935 S. BELL ROAD (708) 645-1136
HOMER GLEN, IL 60491 FAX (708) 645-1138
WWW.JNTLANDSURVEY.COM

STEVEN J. NAGEL 035-3354 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS HOMERGLEN ILLINOIS

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO.
184.004450
EXPIRES 4/30/27

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
LICENSE EXPIRES 11/30/26

STATE OF ILLINOIS } S. S.
COUNTY OF WILL }

1" = 20'
SCALE

FIELD WORK COMPLETED ON 4th DAY OF AUGUST, 2025.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 5th Day of AUGUST, 2025.

Steven Nagel

IPLS No. 3354

SURVEY NO. 25-07-307

Office/Yard: [0s127 Pearl Rd. West Chicago, IL. 60185]
Prepared By: ***Kevin & Myrissa Arriaga***

"The Beginning To Your Everlasting Oasis"

Thank you for the opportunity to submit the following quotation,
listed below is a complete breakdown of the scope of work.

Quotation for:

Client: Ellen Bomba
[redacted]
[redacted]
[redacted]

Scope of Projects-

- ***Brick Pavers Patio Installation -*** [redacted]
  The Unilock brick pavers patio measures roughly a total of 330 sqft.
  Beacon Hill Smooth Fossil Paver | Brickworks Supply
  Beacon Hill Smooth Rectangle Dark Charcoal - Lurvey Landscape Supply

- ***Demolition- $*** [redacted]
  Beginning with our Demolition we will start by removing all the Topsoil where the pavers will be laid for the patio. We will then begin our excavation which will require us to remove the old base underneath, excavating 12 inches all around. For the sub base we will install a layer of Heavy duty Geotile Landscape Fabric . 8 Inch will be the required amount for a strong permeable Ca7 Limestone gravel base, 1 inch for our limestone chip bedding layer and lastly 2-2 1/2 inch for our paver block. Compacting the gravel base in 2" lifts is optimal for long term durability.

- ***Brick Pavers Patio process-***

Our process for the patio will be the following: We will determine our heights for the Brick Pavers Patio installation. We can then determine our heights with our laser guide, ensuring the proper pitch for water run off and NO PUDDLING OR DIVOTS. ~"You either do it right or you do it twice". After our pavers are in, we will use Strong-crete which is a concrete edging restraining that will hold the pavers in place. We will install this concrete restraint all along the perimeter. The following day after everything has been pressure washed and cleaned we will install Polymeric sand into the joints which is a concrete grout that when added water will lock the joints preventing weeds from coming up through the surface. Lastly, The following day once completely dry again we will seal everything off adding a shine or natural finish. NOTE: I highly recommend using Nitro Sand as the polymeric joint filler between the pavers. This product is specifically designed to create a highly porous surface, allowing water to easily drain through the joints and into the underlying subbase. By pairing Nitro Sand with a CA-7 permeable gravel base, we ensure excellent drainage throughout the system, which helps reduce surface water, prevents pooling, and supports the overall longevity and stability of the patio.

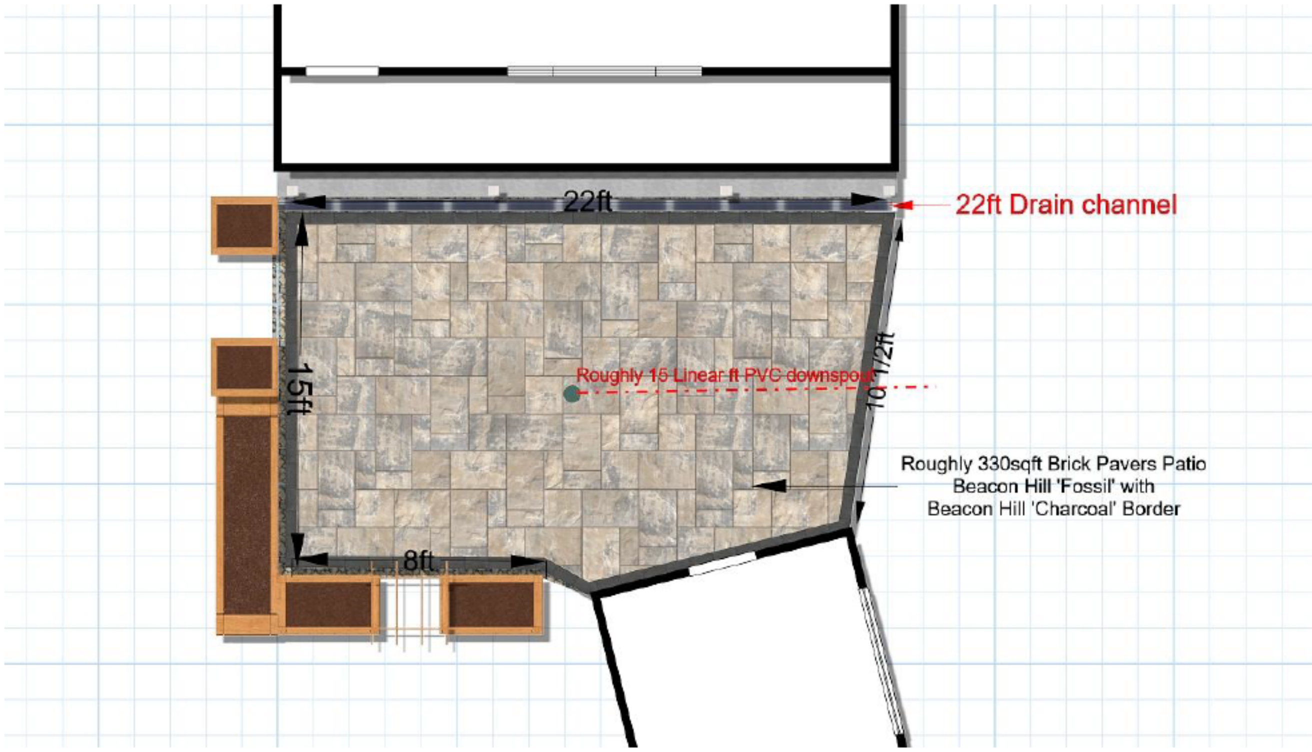
- ***Drainage- $[redacted]***

Our drainage solution will involve installing a Channel drain system, which will serve as a narrow surface channel designed to efficiently collect and redirect water runoff from the garage area. The Channel drain will guide the water toward a centrally located catch basin situated in the middle of the patio.
From the catch basin, all collected water will be routed through solid PVC piping, which will carry the flow away from the patio and discharge it near the lawn area. At the discharge point, we'll install a dry well beneath the surface, filled with permeable stone. This setup will allow the water to gradually percolate into the ground, helping to prevent pooling, surface runoff, or erosion issues.
This drainage approach not only helps manage water effectively during heavy rains but also promotes long-term protection of your patio and surrounding areas.

Any damaged lawn will be repaired by us with seed and straw free of charge

- ***Materials for Project:***
  - 330 sqft of Beaconhill Smooth color 'Fossil'
  - 55 Linear ft of Beaconhill smooth color charcoal border accent Sailor course
  - 14 Tons of CA7 Permeable gravel stone
  - 2 Tons of ⅜ Limestone bedding layer stone
  - 20 Linear ft of PVC Solid Pipe
  - 1 Catch basin
  - 22 Linear ft of Channel drain
  - 1 Gal. of Superbound 8700 Sealer High gloss

3D Design for Ellen-



<u>Total Project Price Proposal for Concrete walkway Installation :</u> [redacted]

Upon finalizing plans and signature of your project we ask for *50%* ***[$*** [redacted] ***]***
The remaining 50% balance of **[$**[redacted] once the entire project is complete.
<u>Job start date:</u> September 26thth, 2025.
<u>Targeted Completion Date:</u> October 1st, 2025.
<u>ACCEPTANCE OF PROPOSAL:</u> The above prices and specifications are satisfactory and are hereby accept the proposal.
<u>Contractor</u>: __Kevin Arriaga __
<u>Buyer</u>: _______________

<u>Meet the Team Supporting You:</u>

Office/Yard: [0s127 Pearl Rd. West Chicago, IL. 60185]
Prepared By: ***Kevin & Myrissa Arriaga***

EVERLAST
LANDSCAPE AND DESIGN, LLC

"The Beginning To Your Everlasting Oasis"

Thank you for the opportunity to submit the following quotation,
listed below is a complete breakdown of the scope of work.

Quotation for:

Client: Ellen Bomba
Address: [redacted]
Phone: [redacted]
Email: [redacted]

Scope of Projects-

- ***Concrete Patio Installation - $***[redacted]
  The concrete walkway measures roughly 330 sqft total.

- ***Demolition- $***[redacted]
  Beginning with our Demolition we will start with the Excavation of 8-10 inches of dirt. Installation of 4 inch G8 Gravel, 5 inch for our form setting for concrete depth.

- ***Concrete Patio process-***
  Our process for the walkway will be the following: We will determine our heights for the concrete patio installation. We can then determine our heights with our laser guide, ensuring the proper pitch for water run off and NO PUDDLING OR DIVOTS. ~"You either do it right or you do it twice". After our forms are set and gravel is installed we will reinforce the areas with wire mesh and rebar adding more strength to the walkway. We will pour out the concrete, leveling and screeding as we go. Once the concrete begins to set up we will finish smooth and lastly broom finish for a non slippery grip.

- ***Drainage- $***[redacted]

Our drainage solution will involve installing a Channel drain system, which will serve as a narrow surface channel designed to efficiently collect and redirect water runoff from the garage area. The Channel drain will guide the water toward a centrally located catch basin situated in the middle of the patio.
From the catch basin, all collected water will be routed through solid PVC piping, which will carry the flow away from the patio and discharge it near the lawn area. At the discharge point, we'll install a dry well beneath the surface, filled with permeable stone. This setup will allow the water to gradually percolate into the ground, helping to prevent pooling, surface runoff, or erosion issues.

This drainage approach not only helps manage water effectively during heavy rains but also promotes long-term protection of your patio and surrounding areas.

Any damaged lawn will be repaired by us with seed and straw free of charge

- ***Materials for Project:***
    - 4 ½ Yards of Concrete ready mix 4,500 psi
    - 10 Tons of G8 Crushed Gravel
    - 1 roll of Rebar & Wire mesh Reinforcement 50 x 4 ft
    - Cure sealer from Brickform
    -

Total Project Price Proposal for Concrete Patio Installation : [$[redacted]]

Upon finalizing plans and signature of your project we ask for *50%* [[redacted]

The remaining 50% balance of [$[redacted] once the entire project is complete.

Job start date: September 26thth, 2025.

Targeted Completion Date: October 1st, 2025.

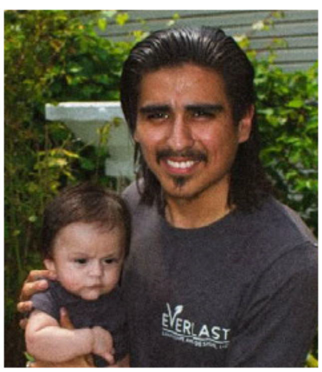
ACCEPTANCE OF PROPOSAL: The above prices and specifications are satisfactory and are hereby accept the proposal.

Contractor: __Kevin Arriaga __

Buyer: _______________

Meet the Team Supporting You:

Kevin Arriaga- Project Manager



Jaime Thomas Jasso-
Lead Foreman

Myrissa Arriaga-
Designer & Secretary

Hardscape Warranty:

We offer a 5 Year warranty for any Hardscape projects we install and or 6 Months for any Concrete projects we install. Many of the materials we use are backed by their own guarantees and warranties also when properly installed. We want your project to look great as it reflects our company so we will gladly address any issues you bring to us. Your project and your satisfaction is an advertisement for our company. We strive to satisfy all of our clients.

AUTHORIZED CONTRACTOR

UNILOCK®

Watch our Time-lapse projects and Recently completed projects!:

Kevin J. Arriaga (@everlast.landscapedesign) • Instagram photos and videos

Testimonials:

https://goo.gl/maps/TmCHu7hzxauqUp5t8

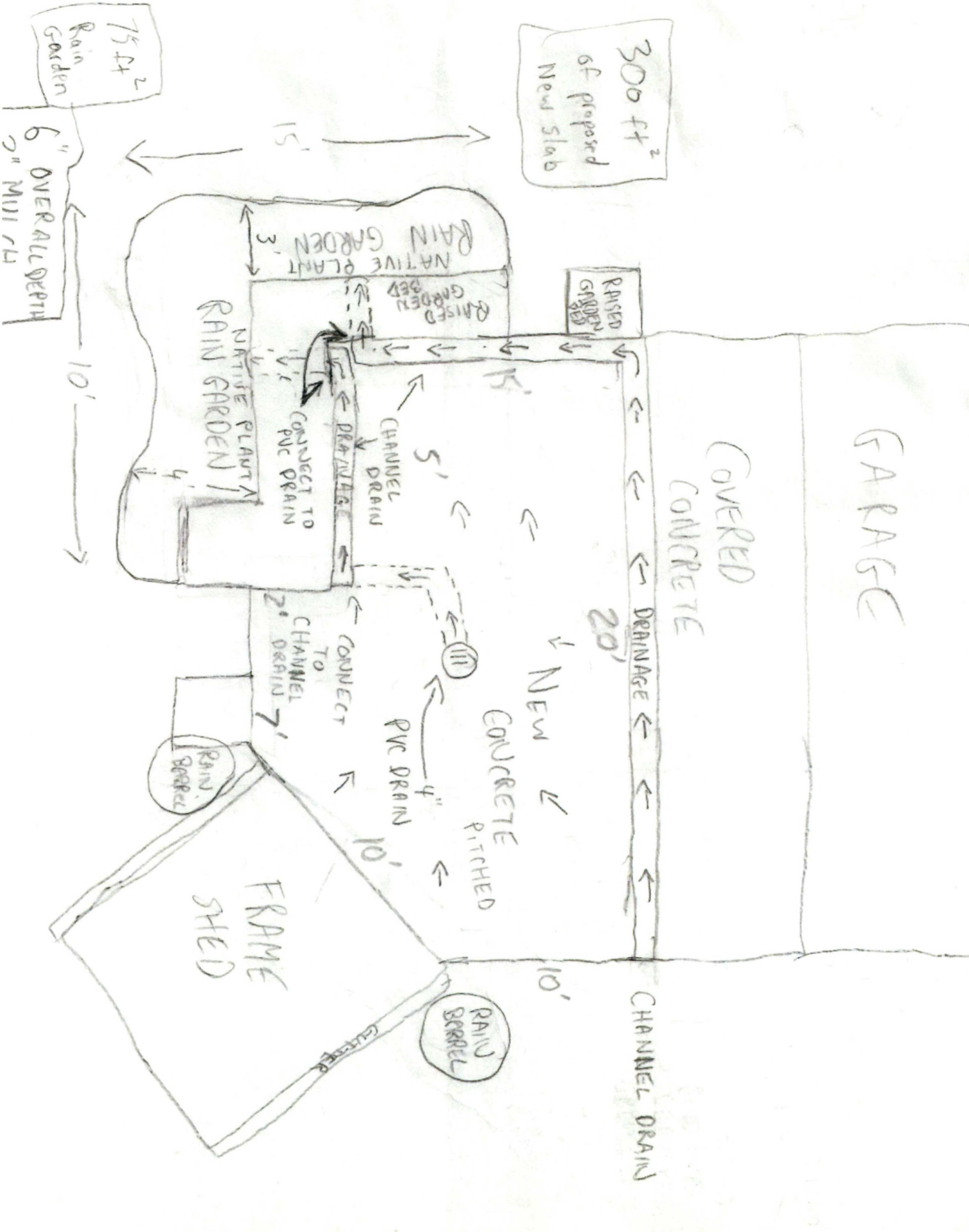
https://goo.gl/maps/xc5mSJFgwiPoMWQ39

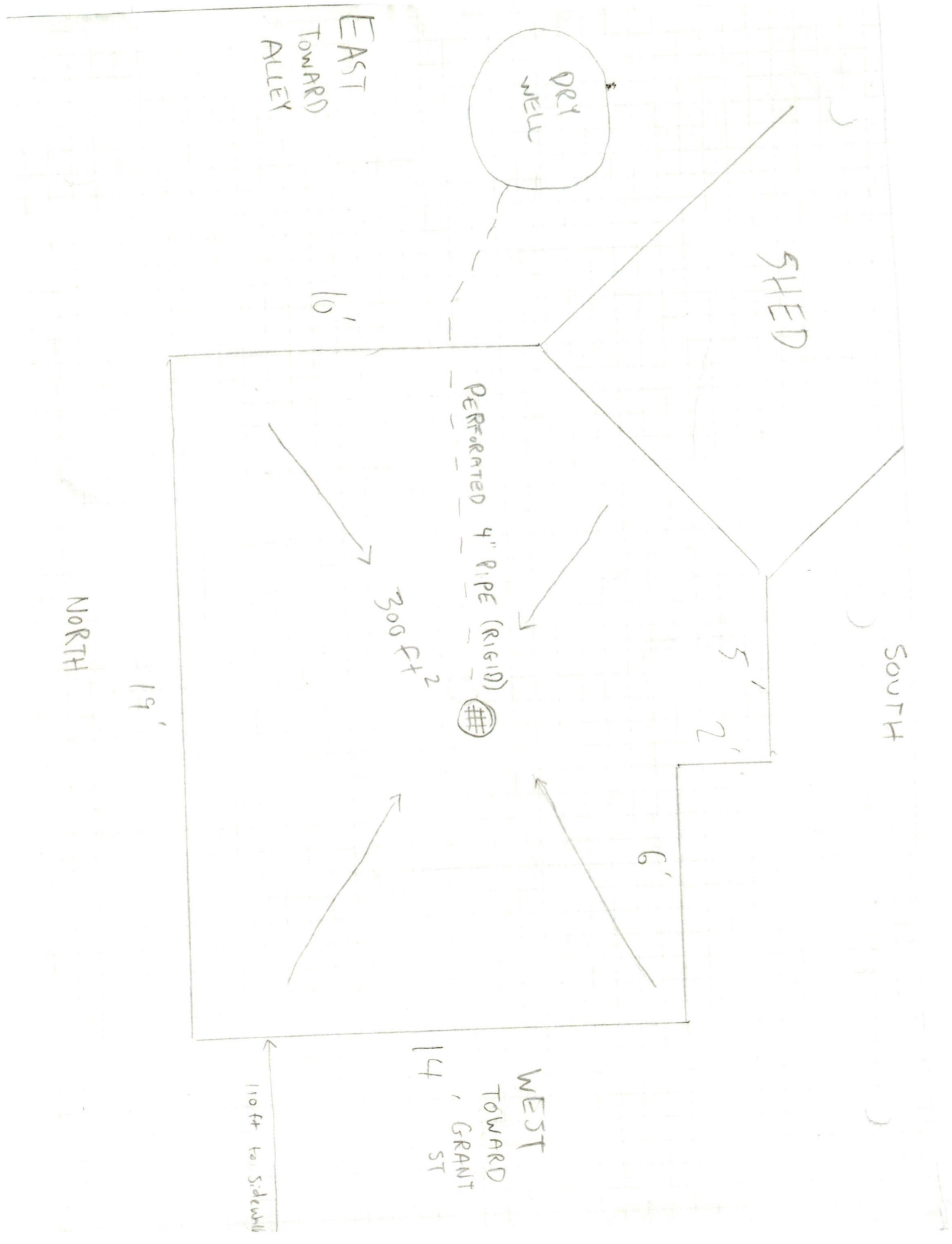
Visit us on:

https://everlastlandscapeil.com/

https://everlastlandscapellc.business.site

https://www.bestprosintown.com/il/west-chicago/everlast-landscape-llc-


75 ft² Rain Garden
300 ft² of proposed New slab
15'
6" OVERALL DEPTH
2" MULCH
10'
RAIN GARDEN
NATIVE PLANT
3'
RAISED GARDEN BED
RAISED GARDEN BED
NATIVE PLANT
RAIN GARDEN
4'
CONNECT TO PVC DRAIN
DRAINAGE
CHANNEL DRAIN
5'
15'
GARAGE
COVERED CONCRETE
DRAINAGE
20'
NEW CONCRETE
PITCHED
4" PVC DRAIN
CONNECT TO CHANNEL DRAIN
2'
7'
RAIN BARREL
10'
FRAME SHED
GUTTER
RAIN BARREL
CHANNEL DRAIN
10'


EAST
TOWARD
ALLEY
DRY
WELL
SHED
16'
PERFORATED 4" PIPE (RIGID)
300 ft²
NORTH
19'
SOUTH
5'
2'
6'
14'
WEST
TOWARD
GRANT
ST
110 ft to Sidewalk

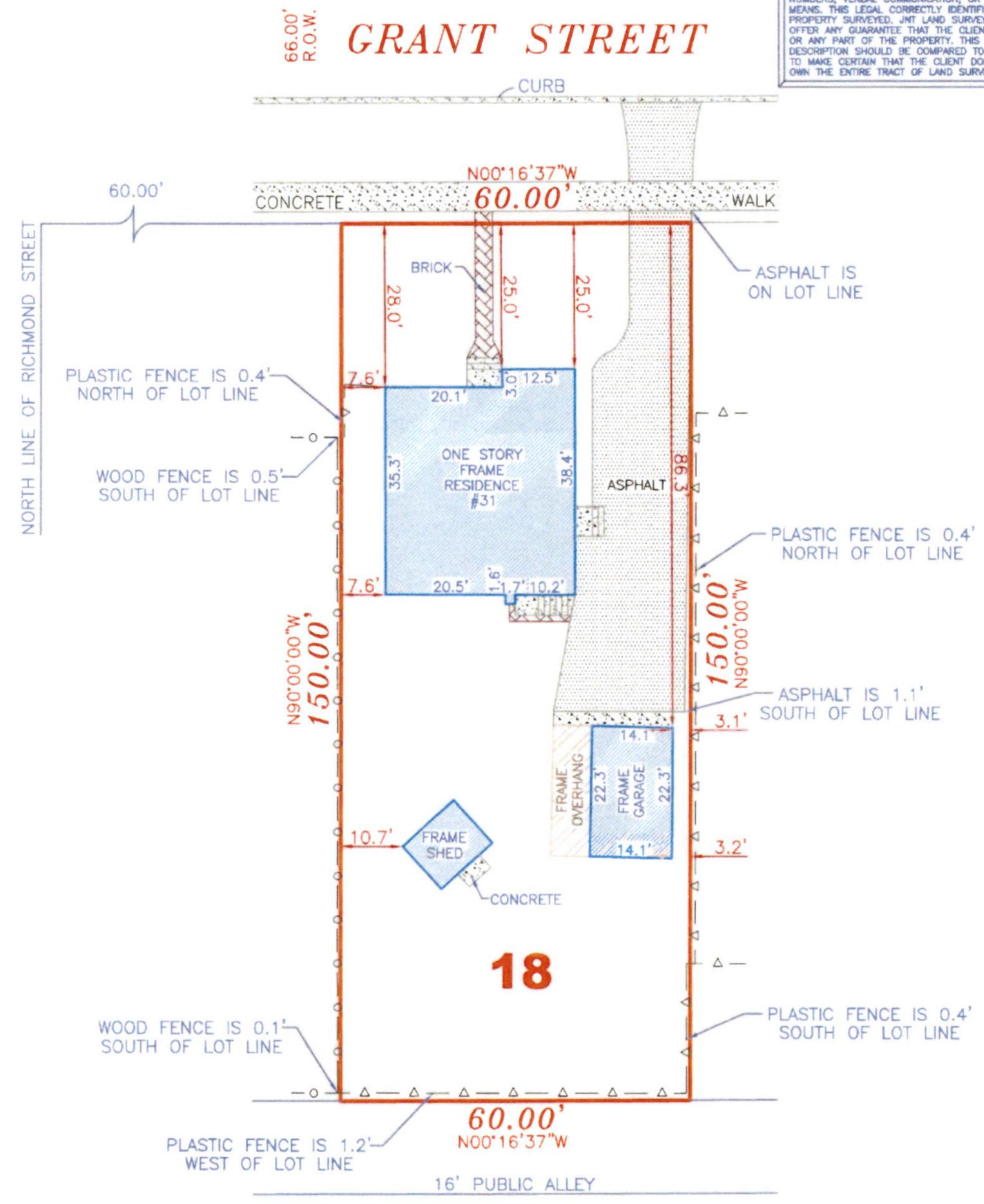
PLAT OF SURVEY

OF

LOT 18 IN BLOCK 2 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 31 SOUTH GRANT STREET

NOTE:
JNT LAND SURVEY WAS ASKED TO WRITE A LEGAL DESCRIPTION FOR THIS SURVEY, BASED UPON TAX ID NUMBERS, VERBAL COMMUNICATION, OR BY OTHER MEANS. THIS LEGAL CORRECTLY IDENTIFIES THE PROPERTY SURVEYED. JNT LAND SURVEY DOES NOT OFFER ANY GUARANTEE THAT THE CLIENT OWNS ALL, OR ANY PART OF THE PROPERTY. THIS LEGAL DESCRIPTION SHOULD BE COMPARED TO A TITLE POLICY TO MAKE CERTAIN THAT THE CLIENT DOES IN FACT OWN THE ENTIRE TRACT OF LAND SURVEYED.



AREA OF SURVEY = 9000 SQ.FT.
BASIS OF BEARINGS: ASSUMED

W
S N
E

CLIENT: ELLEN BOMBA

JNT LAND SURVEYING SERVICES INC.

15935 S. BELL ROAD (708) 645-1136
HOMER GLEN, IL. 60491 FAX (708) 645-1138
WWW.JNTLANDSURVEY.COM

STEVEN J. NAGEL
035-3354
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
HOMERGLEN ILLINOIS

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO.
184.004450
EXPIRES 4/30/27

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
LICENSE EXPIRES 11/30/26

STATE OF ILLINOIS }
COUNTY OF WILL } S. S.

1" = 20'
SCALE

FIELD WORK COMPLETED ON 4th DAY OF AUGUST, 2025.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 5th Day of AUGUST, 2025.

Steven Nagel

IPLS No. 3354

SURVEY NO. 25-07-307

SELLER'S AFFIDAVIT OF TITLE

The undersigned affiant, being first duly sworn, on oath says, and also covenants with and warrants to the grantee hereinafter named:

Ellen Bomba and Eugene Hong

That affiant has an interest in the premises described below or in the proceeds thereof or is the grantor in the deed dated May 16, 2019, to the above-named grantees, conveying the following described premises:

LOT 18 IN BLOCK 2 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1921 AS DOCUMENT NO. 146502, IN DUPAGE COUNTY, ILLINOIS.

That no labor or material has been furnished for the premises within the last four months that is not fully paid for.

That since the title date of March 22, 2019, in the report on title issued by First American Title Insurance Company, affiant has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by or against affiant, nor has any judgment or decree been rendered against affiant, nor is there any judgment note or other instrument that can result in a judgment or decree against affiant within 30 days from the date hereof.

That all water charges except the current bill have been paid.

That this instrument is made to induce, and in consideration of, the said grantee's consummation of the purchase of the above-described premises.

The George J. Hoffert Declaration of Trust

Robt G Hoffert

By: Robert Hoffert, trustee

Subscribed and sworn to before me by
Robert G. Hoffert in DeKalb
County, State of Illinois,
this 16th day of May, 2019.

Karen Johnson

Notary Public

Commission Expires: 04-04-2022

Seal: "OFFICIAL SEAL" KAREN JOHNSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 04/04/2022

TRUSTEE'S DEED

[redacted]

Name & Address of Taxpayer:

[redacted]

THE GRANTOR, Robert Hoffert, trustee of the George J. Hoffert Declaration of Trust dated May 26, 2011, of 2331 E. Watson Ave., Manteno, Illinois 60950, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, hereby grants, sells, and conveys to Eugene Hong and Ellen Bomba, of 1050 Ripple Ridge Drive, Darien, Illinois 60561, as joint tenants, and not as tenants in common, all interest in the following described real estate situated in the County of DuPage, in the State of Illinois, to wit:

LOT 18 IN BLOCK 2 IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER IN SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1921 AS DOCUMENT NO. 146502, IN DUPAGE COUNTY, ILLINOIS.

Subject to: General Real Estate Taxes for the year 2018 and subsequent thereto; covenants, conditions, and restrictions of record; building lines and easements.

Permanent Index Number: 09-09-406-013

Property Address: 31 S. Grant Street, Westmont, Illinois 60559

This deed is executed by the Grantor as trustee pursuant to and in exercise of the power and authority granted to and vested in the Grantor by the terms of the above referenced trust agreement.

Dated this 16th day of May, 2019.

Robert G Hoffert

Robert Hoffert, Trustee

FIRST AMERICAN TITLE
FILE # 2965921

STATE OF ILLINOIS) ss.
COUNTY OF DeKalb)

I, the undersigned, a Notary Public in and for the aforesaid County and State, certify that Robert Hoffert, 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 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 notarial seal this 16th day of May, 2019.

Karen Johnson
Notary Public Signature

My Commission expires: 04-04, 2022.
Seal:

"OFFICIAL SEAL"
KAREN JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/04/2022

This document prepared by: Karen L. Johnson, P.C., 15 W. Railroad St., Ste. B, Sandwich, IL 60548

Village of Westmont - Planning and Zoning Commission Public Comments

Greg Brockhoff <[redacted]>
To: Scott Williams <swilliams@westmont.il.gov>

Thu, Oct 2, 2025 at 12:37 PM

This is an email in regards to 31 S Grant St and the variance they are trying to get inregards to their back yard. I have known Ellen and Eugene since they moved in afew years ago and while living next door we are totally fine with what their plans are. We have discussed the ideas and the drainage they are proposing in great details and think this is a great way to get what they want with water runoff and also please the Building and Zoning issues. I am not able to make it to the meeting on October 8 but am hoping this will help with the decision to allow them to finish their back yard work and allow them to enjoy it for many years to come. Thanks in advance and please allow this change for the better.
Greg and Rhae Brockhoff
35 S Grant St.
[Quoted text hidden]

VILLAGE OF WESTMONT
Board of Trustees Memorandum
October 30, 2025

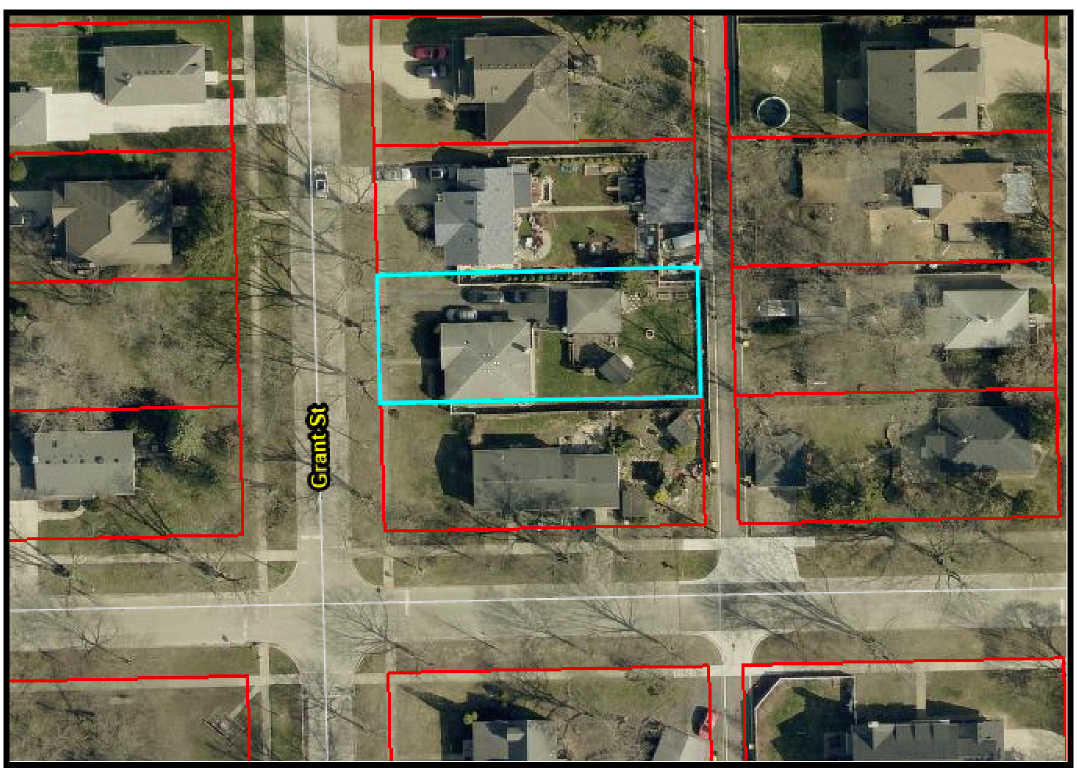
Item for Board of Trustees Consideration:
Board to consider an ordinance approving a request from Ellen Bomba and Eugene Hong, for the property at 31 South Grant Street, Westmont, Illinois, 60559, for the following:

1. Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Family Detached Residence District for a patio.

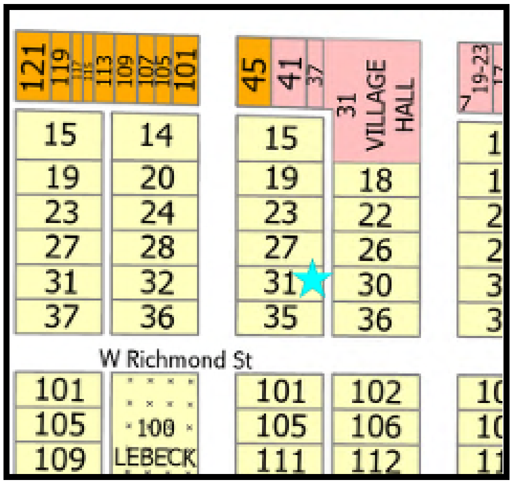
Planning & Zoning Commission recommendation:
At its meeting on October 8, 2025, the Planning & Zoning Commission recommended approval of the variance request for a lot coverage up to 41% (4-2, one vacancy) with a condition to require that the construction of the patio use permeable pavers with an aggregate base course depth of 12” or the manufacturer’s standard, whichever is greater per the Village's engineering consultant recommendation.

I. BACKGROUND OF ITEM

A. Location: 31 South Grant Street is located north of the intersection of South Grant Street and Richmond Street. The property is improved with a single-family detached residence, detached garage, and shed. The lot is approximately 60’ by 150’, with a total area of approximately 9,000 square feet.



Aerial Map - 31 South Grant Street (source: DuPage County Parcel Viewer)



Zoning Map - 31 South Grant Street

B. Zoning Designations:

SUBJECT PROPERTY	R-3 Single Family Detached Residence
ADJACENT PROPERTIES	R-3 Single Family Detached Residence

C. Neighborhood Characteristics

The property is located in the ARTHUR T. MCINTOSH AND COMPANY Subdivision, which was recorded in 1921. This subdivision includes an overwhelming majority of the lots in the southwest quadrant of the Village's Downtown area. A majority of the lots in this subdivision, including the subject property, are 9,000 square feet in area, except for the lots in the western 1/3, which are slightly smaller

II. PETITIONER REQUEST:

The petitioners propose to construct a 330 square foot patio with either concrete or pavers. This construction would raise the property's lot coverage from approximately 37.2% to 40.8%, which exceeds the 35% maximum allowed in the R-3 Single-Family Detached Residence district. Therefore, the petitioners are requesting a variance to a maximum lot coverage of 40.8%.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The Comprehensive Plan designates the current and future land use in this area as single-family detached residential, with an appropriate zoning designation of R-3 Single-Family Detached Residence District. This variance request does not directly conflict with either the land use plan or overall vision of the Comprehensive Plan.

B. Entitlement Requests

The petitioners have provided project narratives and supporting documentation for the following request, including the necessary responses to the Variance Standards. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Family Detached Residence District for a patio.

Lot coverage is defined as the following per Appendix A, Article XIV:

Lot coverage: *The percentage of a zoning lot's area covered by any and all buildings, structures and permanent hardscape improvements.*

Total lot coverage is calculated by taking the total combined footprint of these improvements, dividing it by the total lot area, and then multiplying the result by 100 to express it as a percentage.

Appendix "A" Section 6.04 - Bulk and Development Standards			
(D) Maximum Lot Coverage Permitted	**Proposed Lot Coverage**	**Difference (Proposed - Existing)**	**Existing Lot Coverage**
35%	~ 40.8% (rounded to 41%)	~ 3.6%	~ 37.2%

Appendix A, Section 6.04(D) states that single-family detached residences in the R-3 district have a 35% lot coverage maximum. Additionally, if a proposed project results in lot coverage between 35% and 40%, it may qualify for administrative approval rather than requiring a formal variance—so long as the property is not located within a designated building moratorium area, a known drainage problem zone, or a defined drainage sub-basin.

The subject is property is not eligible for administrative approval because it is located within a known sub-basin, which contains a low depressional area (LDA) concentrated around the intersection of Richmond and Grant Street largely in Lebeck Park. Additionally, the front portion of the property itself (31 South Grant Street) is located within the LDA, as well as neighboring residential properties.

The property is currently non-confroming as it relates to total lot coverage as it is at approximately 37.2%. Village policy allows a non-conforming property to maintain or reduce their total lot coverage on the property. However, staff may not allow for the total lot coverage to be increased, as this would be an increase of a nonconformity, which is prohibited by the zoning ordinance. For the lot coverage to be increased, a variance request must be submitted and approved by the Village Board of Trustees. In recent years, the existing nonconforming lot coverage has been maintained. In 2023, a deck was removed to allow for the driveway to be widened. In 2024, a new shed replaced an existing one.

The proposed patio complies with all zoning bulk and development regulations outlined in Appendix A, with the exception of the total lot coverage. If neighboring properties exceed the 35% coverage allowed, it is possible that the improvements were constructed when lot coverage was calculated differently and/or was installed without a permit, as staff was unable to locate or verify that neighboring properties received any variance approvals.

Should the variance be approved, the Village's engineering consultant advises that at a minimum, petitioner should be required to construct the patio using permeable pavers with an aggregate base course depth of 12” or the manufacturer’s standard, whichever is greater. Permeable pavers are anticipated to be more reliable in the long term than the proposed mitigating factors and should not cause a significant adverse impact on drainage.The engineering comments have been attached to this report.

IV. SUMMARY

The petitioners propose constructing a 330 square foot patio, which would increase the property's lot coverage from approximately 37.2% to 40.8%. This exceeds the 35% maximum permitted in the R-3 Single-Family Detached Residence district. Consequently, the petitioners are requesting a variance for a maximum lot coverage of 40.8%.

Their proposal also includes installing a drywell to help manage stormwater runoff. However, the Planning and Zoning Commission approved a recommendation to require the patio to be constructed using permeable pavers with an aggregate base course depth of 12” or the manufacturer’s standard, whichever is greater, as advised by the Village's engineering consultant.

V. LEGAL

A. Notification: A legal notice was published in Westmont Suburban Life on September 18, 2025

B. Code References: Appendix A, Sections 6.04(D); 13.07*

**This application was received and processed prior to the comprehensive text amendments to the Village’s zoning ordinance, which went into effect on August 25, 2025. Code references are to sections prior to the reorganization of the zoning ordinance.*

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the September 18, 2025 Westmont Suburban Life.
2. Engineering PZC Review comments from EZA Engineering, dated September 18, 2025.
3. Findings of Fact.
4. Petitioner Attachments (Edited for VB):
    a. Planning and Zoning Development Application, received August 13, 2025
    b. Narrative and responses to the Variance Standards
    c. Site Plan
    d. Contractor proposals: Concrete and Paver prepared by Everlast Landscape and Design
    e. Plat of Survey
    f. Affidavit of Title
5. Public Comment received

Certificate of the Publisher

Westmont Suburban Life

Description:PZC 31 S GRANT ST
2272505

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
09/18/2025

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
18th day of September, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074602

Amount $109.34

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, October 8, 2025 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 Ellen Bomba and Eugene Hong, for the property at 31 South Grant Street, Westmont, Illinois, 60559, for the following:

1. Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Family Detached Residence District for a patio.

PIN: 09-09-406-013
More Common Location:
31 South Grant Street, Westmont, Illinois, 60559
Village Code(s) Applicable:
Appendix A, Sections 6.04 (D); 13.07* *This application was received and processed prior to the comprehensive text amendments to the Village's zoning ordinance, which went into effect on August 25, 2025. Code references are to sections prior to the reorganization of the zoning ordinance.

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 Sep. 18, 2025) 2272505

VILLAGE OF WESTMONT – PLANNING & ZONING COMMISSION ENGINEERING REVIEW

PROJECT	CASE NO.	REVIEW NO.	STATUS
31 S. Grant Street – Lot Coverage Variance	PZC 018 2025	-	-

EZA Engineering received the following permit submittal documents on August 13, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
PZC Application	Bomba/Hong	28	8-13-25

The above documents have been preliminarily reviewed for compliance with the Village of Westmont Code of Ordinances (Village Code) and the DuPage Countywide Stormwater and Flood Plain Ordinance (DCSFPO). Please consider the following comments:

ADMINISTRATIVE APPROVAL

This property is located within sub-basin R-P4-1, which contains a Low Depressional Area (LDA). The LDA is concentrated around the intersection of W. Richmond Street and S. Grant Street (Lebeck Park). Several residential lots are located within the LDA, including 31 S. Grant Street. The associated Base Flood Elevation (BFE) is 750.0. Due to this development site's location within the LDA, administrative approval for lot coverage between 35-40% cannot be granted.

STORMWATER IMPACTS

The proposed 330 SF patio would increase the impervious area on the development site by approximately 10%. This increase would cause a significant adverse impact on drainage.

RECOMMENDATION

The applicant has stated they are open to installing multiple stormwater mitigating factors, such as a rain garden, a dry well, and/or rain barrels. If the variance is approved, we recommend stipulating the approval with a requirement to construct the patio using permeable pavers with an aggregate base course depth of 12" or the manufacturer's standard, whichever is greater. Permeable pavers are anticipated to be more reliable in the long term than the proposed mitigating factors and should not cause a significant adverse impact on drainage.

EZA Engineering PLLC | 318 W. Half Day Road, #253 | Buffalo Grove, Illinois 60089 | 847 257 5414 | jamie@ezaeng.com

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION FINDINGS OF FACT

PUBLIC HEARING OF OCTOBER 8, 2025

PZC 018-2025: Ellen Bomba and Eugene Hong, regarding 31 South Grant Street, Westmont.

Request for a variance to exceed the maximum lot coverage in the R-3 Single-Family Detached Residence District for a patio.

CRITERIA NO. 1: *The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

FINDINGS OF FACT: The property is currently not improved with any outdoor living space for Petitioners' family, unlike surrounding properties. The Petitioners did not create the existing lot coverage on the property, and the Petitioners have not increased the lot coverage since owning this property. Without this variance, the property cannot yield a reasonable return as it would have no functional outdoor living space.

CRITERIA NO. 2: *The plight of the owner is due to unique circumstances.*

FINDINGS OF FACT: The Petitioners bought the property with the existing lot coverage. The proposed patio will increase lot coverage by approximately 3.5%, for a total lot coverage of 40.8%. This resulting lot coverage is just above the 40% maximum lot coverage that can be approved administratively. The Petitioner's plight is unique due to existing low spots in the backyard that occasionally flood, necessitating limiting the size of the patio and placing the patio away from the house. The Petitioner plans to take several steps to mitigate any stormwater impacts caused by this proposed patio.

CRITERIA NO. 3: *The variations, if granted, will not alter the essential character of the locality.*

FINDINGS OF FACT: The size and aesthetics of the proposed patio are consistent with the patios of surrounding properties. The proposed patio will enhance the usability and value of the property, it will not alter the character of the neighborhood, and it will not result in adverse impacts to surrounding properties. The Petitioners plan to take several steps to mitigate any stormwater impacts caused by this proposed patio.

MUNICIPAL ADVISOR AGREEMENT

BY and BETWEEN

VILLAGE OF WESTMONT
DuPage County, Illinois
and
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the Village of Westmont, DuPage County, Illinois (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor").

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its municipal advisor and financial advisor in accordance with the provisions of this Agreement and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

NOW THEREFORE, it is agreed by all parties signing this Municipal Advisor Agreement (the "Agreement") that:

I. <u>SCOPE OF SERVICES</u>

1. The Municipal Advisor will consult with and advise the Issuer with respect to its outstanding debt and any forms of credit enhancement (e.g., bond insurance, etc.) and capital needs financing programs. This advice will generally include the following:

   a. Evaluating opportunities to current or advance refund outstanding debt obligations and bonds of the Issuer;
   b. Evaluating the Issuer's credit profile and debt capacity;
   c. Assisting in managing relationships and interaction with rating agencies, bond insurers and bond investors regarding debt issuances;
   d. Assist the Issuer with evaluating the appropriateness of a competitive, negotiated or private placement bond sale;
   e. Assisting the Issuer in hiring bond underwriters; and
   f. Assisting the Issuer, at your request, in evaluating certain investment banking ideas that may be presented to the Issuer from time to time.

2. When the Issuer deems it necessary to issue bonds in the capital markets (the "Bonds" or "Obligations"), the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:

   a. Obligation amounts;
   b. Principal, interest, and final maturity dates;
   c. average life tests;
   d. maturity amortization schedules;
   e. interest rates;
   f. redemption provisions;
   g. debt service;
   h. coverage requirements;
   i. flow of funds;
   j. reserve funds;
   k. sinking funds; and
   l. security pledges.

3. The Municipal Advisor will, upon request, work with staff, underwriters and attorneys of the Issuer, including bond counsel, in the development of the financial and security provisions to be contained in the instruments authorizing and securing the Obligations undertaken by the Issuer.

4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the Issuer, if necessary.

5. For negotiated transactions, the Municipal Advisor will attend the sale of the Obligations and advise and assist the Issuer in the analysis of the pricing and fees to determine their reasonableness and acceptability. For competitive transactions, the Municipal Advisor will evaluate the most advantages bidding platforms and make recommendations to the Issuer on bond sale timing;

6. Any services in connection with the Obligations with respect to swaps or other types of derivative products or the reinvestment of proceeds are not included within the scope of this Agreement and must be governed by a separate, written agreement covering such additional services.

7. The scope of services set forth in (1) through (6) above (the "Scope of Services") is subject to the following limitations:

    a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
    b. Unless otherwise provided in the Scope of Services described above, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
    c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Obligations, municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

8. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

9. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the Issuer. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer's behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Issuer will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. <u>UNDERTAKINGS BY THE ISSUER</u>

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's fiscal operation. Issuer officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities and drafting and distribution of Offering Documents and other disclosure documents relating to the Obligations. Municipal Advisor agrees and understands that all financial data and information concerning the Issuer's fiscal operation is considered "Confidential Information", whether marked as such or not, and regardless of whether such data and information is or may be considered a public record. As such, Municipal Advisor agrees to only use Issuer's Confidential Information for the performance of its services under this Agreement, and Municipal Advisor agrees to only share Issuer's Confidential Information with third parties in relation to the

performance of its services under this Agreement, including but not limited to the issuance of the Obligations.

2. The Issuer will work with bond counsel who will issue an approving legal opinion to accompany the issuance of the Obligations, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure and to assist with the preparation of the Offering Documents or other official documents relating to the Obligations.

III. <u>PAYMENT TO THE MUNICIPAL ADVISOR</u>

1. For performance of the services enumerated in Article I, Paragraphs 1-5, above, the Issuer will compensate the Municipal Advisor a fee of $10,000 plus $1.00 per $1,000 of the public offering price of the bonds issued plus reasonable expenses payable upon the issuance of the proposed bond(s) described in paragraph 1 above with a minimum of $10,000 per transaction.

2. All reasonable costs and expenses incurred by the Municipal Advisor related to the performance of this Agreement will be paid by the Issuer.

3. The Issuer agrees to promptly pay the Municipal Advisor the fees described in Article III, Paragraph 1 above, and the costs and expenses described in Article III, Paragraph 2 above, upon receiving an invoice from the Municipal Advisor, pursuant to payment requirements of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq*.

IV. <u>PAYMENT OF COSTS OF ISSUANCE</u>

The Issuer shall be responsible for payment of all the costs of issuing the Obligations and completing a financing, including, but not necessarily limited to, the following:

a. Printing, web posting, and any other means of distribution or dissemination of the Preliminary and Final Official Statement (if required);
b. Fees of the national ratings agencies;
c. Bond printing costs;
d. Bond, Local, Disclosure and/or Underwriter's Counsel Fees;
e. Underwriting Fees; and
f. Bond Insurance Premiums, if any.

V. <u>GENERAL PROVISIONS</u>

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting team, or other participants in the proposed transaction. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, Municipal Advisor will not receive any compensation with respect to the issuance of the Obligations other than as disclosed above. Municipal Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining Municipal Advisor's responsibilities to the Issuer. Despite the foregoing, Municipal Advisor represents that it is not aware of any existing conflict of interest that would compromise or adversely impact its financial advisor services to Issuer pursuant to this Agreement. If Municipal Advisor becomes aware of a conflict of interest during the course of this Agreement that may or will compromise or adversely impact its financial advisor services to Issuer, Municipal Advisor will immediately disclose this conflict of interest to Issuer in writing and either (1) terminate this Agreement, without penalty, due to this conflict of interest, (2) take action to remove the conflict of interest in order to continue its financial advisor services to Issuer, or (3) obtain a signed waiver of the conflict of interest from Issuer which will allow Municipal Advisor to continue with its services under this Agreement despite the conflict of interest. If the conflict of interest results in Municipal Advisor

terminating this Agreement, the Issuer shall pay Municipal Advisor's unpaid compensation on a prorated basis based on the amount or percentage of services rendered as of termination, along with any unpaid costs and expenses incurred as of termination. In the case of such termination, Municipal Advisor shall provide to Issuer all work and analysis performed by it through the date of termination.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a financial advisor to the Issuer with respect to the Bonds identified above; Municipal Advisor's engagement by the Issuer is limited to providing financial advisory services to the Issuer with respect to the Bonds. The Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (i) provide any assurances that any investment made in connection with the Bonds during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if any of the investments of the Bonds fails to close or for default of same. The Municipal Advisor's limited engagement terminates upon the expiration of the term of this Agreement and Municipal Advisor shall have no further duties or obligations thereafter.

3. SRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Agreement.

4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any Preliminary Official Statement or Final Official Statement issued in connection with the Obligations.

5. Unless terminated earlier as provided below, the term of this Agreement shall end upon the close of business on the date of issuance of the Obligations. This Agreement may be terminated by either party hereto with ten (10) business days prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Agreement. However, this Article 5 shall survive any such termination.

6. This Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. The exclusive venue for any litigation between the parties concerning or involving this Agreement is the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

8. This Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS AGREEMENT to be signed and sealed by their respective authorized officers this______day of_______________, 2025.

VILLAGE OF WESTMONT
DuPage County, Illinois

By:______________________________________

Name:____________________________________

Title: ___________________________________

RAYMOND JAMES & ASSOCIATES, INC.

MagDalena Welkomer

MagDalena Welkomer
Managing Director

Exhibit A
Disclosure Letter for Municipal Advisor Agreement

Mr. Steve Nero, Mayor
Mr. Allan Altic, Finance Director
Village of Westmont, DuPage County, Illinois

This letter is provided under new Municipal Securities Rulemaking Board (MSRB") Rule G-42 in connection with our engagement as financial advisor and municipal advisor under the Municipal Advisor Agreement to which this letter is attached (the "Agreement") between **Raymond James & Associates, Inc.**("Raymond James") and the Village of Westmont, DuPage County, Illinois (the "Client"). This letter will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) ***Services to be provided.*** The scope of services with respect to Raymond James's engagement with the Client is as provided in the Agreement (the "Scope of Services").

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to such limitations as may be provided in the Agreement or as otherwise described in 1(a) above."

2. Raymond James's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Raymond James to the Client. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Client and the authority of each person acting on the Client's behalf.

Accordingly, Raymond James will seek the Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Client seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Client provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term. We understand that our engagement will end upon settlement of the issue(s) identified in the Scope of Services or continue until such time as the Client determines to terminate the engagement. In addition, we understand that our engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

4. Compensation. The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Agreement.

5. Required Disclosures. MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Compensation-Based Conflicts. The fees due under this Agreement will be based on the size of the issue and the payment of such fees will be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Raymond James to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

II. Other Municipal Advisor or Underwriting Relationships. Raymond James serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Raymond James serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Raymond James could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Client.

III. Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Raymond James to the Client under this Agreement.

IV. Secondary Market Transactions in Client's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Raymond James could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Client's securities issued in an issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Client in that it could create the incentive for Raymond James to make recommendations to the Client that could result in more advantageous pricing of the Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Client under this Agreement.

(b) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event

Raymond James discloses the following legal or disciplinary events that may be material to the Client's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such event.

- Example: A regulatory action disclosure filed on Form MA-I for one of Raymond James's municipal advisory personnel relating to [a final order of a state securities commission (or any agency or office performing like functions), a state authority that supervises or examines banks, savings associations, or credit unions, a state insurance commission (or any agency or office performing like functions), a federal banking agency, or the National Credit Union Administration, that is based on violations of any laws or regulations that prohibit] fraudulent, manipulative, or deceptive conduct,] the details of which are available in Item [6D(2)(b)] and the accompanying Regulatory Action DRP on Form MA-I available at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000724743]

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

II. How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000724743. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is 705.

III. Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

(d) ***MSRB Rule G-10 Required Disclosures***. Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

RAYMOND JAMES & ASSOCIATES, INC.

MagDalena Welkomer

MagDalena Welkomer
Managing Director

Date: October 27, 2025