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
December 11, 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. PUBLIC HEARING

a. Property Tax Levy Hearing - Village of Westmont

Board to conduct a public hearing regarding the property tax levy for the Village of Westmont.

Background of Subject Matter
This public hearing is regarding the proposed 2025 Village of Westmont property tax levy.

Additional Background
The proposed 2025 tax levy for the Village of Westmont is in the amount of $11,299,022. This represents an increase of 4.89% over the prior year extended property tax levy. This agenda item is for public discussion only with no board action taken.

Type Presentation

Budgeted

b. Property Tax Levy Hearing - Village of Westmont Special Service

Area 2

Board to conduct a public hearing regarding the property tax levy for the Village of Westmont Special Service Area 2.

Background of Subject Matter

The public hearing is regarding the proposed 2025 Village of Westmont Special Service Area 2 property tax levy.

Additional Background

The proposed 2025 tax levy for the Village of Westmont Special Service Area 2 is in the amount of $118,140. This represents an increase of 4.99% over the prior year extended property tax levy. This agenda item is for public discussion only with no board action taken.

Type Presentation

Budgeted

7. ITEMS TO BE REMOVED FROM CONSENT AGENDA

8. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held November 20, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

i. **Finance Ordinance #25, total to be announced at the meeting.**

Type Consent Item

Budgeted

c. Purchase Order(s)

i. **Thomas Dodge Chrysler Jeep of Highland, Inc $90,367.00**

One 2026 Dodge Durango GT (Detective Car) and One 2026 Dodge Durango PP (Patrol Vehicle). Vehicles will be received in 2026 and paid for from the FY2026 budget.

Type Consent Item

Budgeted Yes

ii. **Currie Motors $130,742.00**

Purchase two 2026 Ford Utility Police Interceptors (Patrol Vehicles) and one 2026 Ford Maverick pickup (Community Service Officer Vehicle). These three vehicles replace existing vehicles within the PD fleet. These three vehicles will be received in 2026 and paid from the 2026 budget.

Type Consent Item

Budgeted Yes

iii. **Nextiva $35,000.00**
Village-wide phone system replacement of legacy system.

Type Consent Item

Budgeted Yes

iv. **ZAF ACP Holdings $39,000.00**
IT Network security threat monitoring and alert system.

Type Consent Item

Budgeted Yes

v. **Total of Purchase Orders - $295,109.00**

Type Consent Item

Budgeted

d. Total of Purchase Order(s) and Finance Ordinance(s) - to be announced at the meeting

e. October 2025 Monthly Board Treasurer's Report

9. UNFINISHED BUSINESS

10. NEW BUSINESS

a. **CP2 Consulting Strategic Plan Stakeholder's Report**
This presentation is by CP2 Consulting

Type Presentation

Budgeted

b. **Lot Coverage Variance Request — 225 South Williams Street**
Board to consider an ordinance approving a request from Matthew and Karen Robare, for the property at 225 South Williams Street, Westmont for a Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Unit Residential District.

Background of Subject Matter
The petitioners propose to construct a 225.1 square foot deck where an

existing 87.57 square foot wood landing/brick walkway exists. This construction would raise the property's lot coverage from approximately 39.9% to 41.6%, which exceeds the 40% maximum allowed in the R-3 Single-Unit Residential District. Therefore, the petitioners are requesting a variance to a maximum lot coverage of 41.6%, rounded up to 42%.

Additional Background
Should the variance be approved, the Village's engineering consultant does not anticipate that there would be an adverse impact to drainage on the site as the proposed deck is considered a pervious surface.

Recommendation
At its meeting on November 12, 2025, the Planning & Zoning Commission recommended approval of the variance request for a lot of coverage of up to 42% (6-0, one vacancy). No conditions of approval were placed on the request.

Type Ordinance

Budgeted

c. **Special Use Permit Request — Tobacco and Vape Retail Store — 101 West Ogden Avenue, Suite B**

Board to consider an ordinance approving a request from JA RE ENTERPRISES, LLC d/b/a LIT SMOKES and WL Property Acquisitions, LLC, for the property at 101 West Ogden Avenue, Suite B, Westmont, Illinois for a Zoning Ordinance Special Use permit for a tobacco and vape retail store in the B-2 General Business District.

Background of Subject Matter
The property and building were recently consolidated, improved, and renovated to accommodate the operation of a cannabis dispensary and separate bakery with a drive-through. However, due to difficulties in obtaining the necessary approvals from non-Village agencies for the menu of the bakery, the petitioner has decided to instead request to operate a tobacco and vape retail store with a drive-through for non–tobacco products.

Additional Background
The petitioner plans to open a tobacco and vape retail store at 101 W Ogden Ave, separate from the cannabis dispensary. The store will operate daily from 8:00 AM to 10:00 PM with 3–5 employees, matching the dispensary's hours. The existing drive-through will be retained but used only for non-tobacco sales; all tobacco/vape products would be sold in-store to verify ID as required by State statute.

Recommendation
At its meeting on November 12, 2025, the Planning & Zoning Commission recommended approval of the special use permit request (6-0, one

vacancy). No one from the public spoke.

Type Ordinance

Budgeted

d. **Community Event Request — 2026 Lions Club Spring Fling Event**

Board to consider an ordinance approving the following requests for the 2026 Spring Fling Celebration hosted by the Westmont Lions Club Foundation, Thursday, May 21–Sunday, May 24, 2026:

1. Community Event Permit
2. Live Amplified Sound Permit
3. Tent Permit Fee Waiver
4. Temporary Banner Approval
5. Street Closure Request — West Quincy Street from Cass Ave to Adams Street

Background of Subject Matter

The 4-day event will be held on West Quincy Street from Cass Avenue to Adams Street. The location change is requested by the Westmont Lions Club Foundation. This is a fundraiser to fund service projects in the local community and beyond.

Additional Background

- Fireworks are requested for this event.
- 4 x 8 banners are requested at the following locations: 1) Cass and Burlington; 2) Cass and Ogden at Gus's Automotive Lot; 3) 63rd & Fairview; 4) 63rd & Cass Ave at the Westmont Shell
- Alcohol will be sold at this event.

Type Ordinance

Budgeted

e. **Public/Institutional (P/I) Rezoning and Special Use Permit Request — Village Hall — 31 West Quincy Street**

Board to consider two requests from the Village of Westmont for the property at 31 West Quincy Street (Village Hall) for the following:

A. Zoning Map Amendment to rezone the property from the B-1 Central Business District to the P/I Public and Institutional District; and
B. A Zoning Ordinance Special Use Permit to operate a Governmental Use in the P/I District.

Background of Subject Matter

The zoning ordinance was comprehensively amended earlier this year, and

the P/I Public and Institutional District was created. This District has uses and bulk regulations specifically tailored to the needs of public and institutional uses, which are not neatly addressed in other zoning districts. With the District created, it is the intention of the Village to start the trend of public and institutional uses voluntarily rezoning to the P/I District.

Additional Background

The governmental uses currently occurring on-site will continue once rezoned P/I. No construction plans are contingent on this request. The requested map amendment is consistent with both the recommendations of the Comprehensive Plan's future land use plan and subarea plan land use framework.

Recommendation

The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on these requests. The Commission's recommendations will be forwarded to the Board of Trustees at the meeting.

Type Ordinance

Budgeted

f. **Public/Institutional (P/I) Rezoning Request — North Water Tower — 925 Oakwood Drive**

Board to consider a request from the Village of Westmont for the property at 925 Oakwood Drive for a Zoning Ordinance Map Amendment to rezone the property from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.

Background of Subject Matter

The P/I District was created when the zoning ordinance was comprehensively amended in August of 2025. It is the Village's intention to start the trend of voluntarily rezoning to the P/I District, beginning with Village-owned properties. This map amendment request is consistent with the recommendations of the Comprehensive Plan, as it will put a public facility in a public zoning district.

Additional Background

In January of 2023, the Village obtained multiple zoning approvals to construct an above-ground water tower facility. This included a subdivision to convert the old tennis courts into a lot for the facility, a Special Use Permit for a governmental/public utility, and variances to the minimum access width, the maximum height of a nonresidential structure, and to the maximum height of an open-style fence. The requested map amendment does not affect the ongoing construction nor previously granted zoning approvals and permits for the tower.

Recommendation

The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on these requests. The Commission's recommendations will be forwarded to the Board of Trustees at the meeting.

Type Ordinance

Budgeted

g. **Various Zoning Entitlements — Public Works Yard — 328 South Wilmette Avenue**

Board to consider requests from the Village of Westmont for the property at 328 South Wilmette Avenue for the following:

1. Zoning Ordinance Map Amendment to rezone the property from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.
2. Zoning Ordinance Special Use Permit to operate a Governmental Use in the P/I Public and Institutional District.
3. Preliminary Plan of Subdivision to consolidate five (5) lots into one (1) lot.
4. Zoning Ordinance Variance to the minimum front yard setback.
5. Major Site Plan Approval.

Background of Subject Matter

The Village of Westmont is proposing improvements to the Public Works Department's Storage Yard at 328 South Wilmette Avenue. This property will continue to serve as a location for indoor and outdoor storage of materials and equipment for all five Public Works Divisions, as well as the location of an existing Village water tower.

Additional Background

The proposed enhancements include the construction of two new principal buildings, a salt dome, and a new storage garage in addition to the existing storage garage, alongside other improvements such as landscaping, surface upgrades, stormwater detention, signage and fencing.

Recommendation

The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on these requests. The Commission's recommendations will be forwarded to the Board of Trustees at the meeting.

Type Ordinance

Budgeted

h. **Master Services Agreement - ClearPathGPS**

Board to consider an ordinance approving a Master Service Agreement between ClearPathGPS and the Village of Westmont.

Background of Subject Matter

This agreement will replace a previous vendor in services/replacing the car camera system for staff vehicles.

Recommendation

Approve

Type Ordinance

Budgeted Yes

i. **Nextiva Service Agreement**

Board to consider an ordinance approving a 3-year agreement with Nextiva for a village-wide phone system.

Background of Subject Matter

The current phone system is phased out and requires replacement to maintain service.

Additional Background

This is a 3-year agreement with Nextiva to replace our current aging phone system. This was budgeted; we did receive at least 3 quotes from different vendors.

Recommendation

Approve.

Type Ordinance

Budgeted Yes

j. **Westmont Centre Lease Agreement**

Board to consider an ordinance approving a Westmont Centre lease with the Westmont Special Events Corporation.

Background of Subject Matter

This item approves a new lease for WSEC at the current rates to run through the end of 2026, with an option for a month-to-month lease after that time. The previous lease with WSEC at Westmont Centre has expired.

Additional Background

Leases for our state senator and representative are set to expire in mid-January 2027, so this would align with that timeline.

Recommendation

Staff recommends approval

Type Ordinance

Budgeted

k. **Boundary Line Agreement with Downers Grove**

Board to consider an ordinance approving a Boundary Line Agreement between the Village of Westmont and the Village of Downers Grove.

Background of Subject Matter

State statute (65 ILCS 5/11-12-9) authorizes municipalities to establish a line

by agreement that marks the boundaries of the jurisdiction of each municipality. Once a boundary line agreement is approved, one municipality cannot annex unincorporated land on the other side of the boundary line. Westmont and Downers Grove last entered into a boundary line agreement in 1991, amended in 1993, but that agreement has expired. This proposed boundary line agreement and map is very similar to the previous agreement and map.

Additional Background
Each municipality has published notice in the newspaper of this proposed boundary line agreement as required by law. Downers Grove is expected to approve this agreement in December 2025. The term of the agreement is 20 years.

Recommendation
Approve

Type Ordinance

Budgeted

l. **Fire Dept. Lift -Assist Service Fees**
Board to consider an ordinance approving amendments to Chapter 42, Article IV, Division 2, Section 42-189 to impose lift-assist service fees.

Background of Subject Matter
A recently-approved State statute (65ILCS 5/11-6-12) authorizes municipalities to charge assisted living facilities and nursing home facilities for lift-assist services. The first six lift-assist services provided to such a facility within a calendar year are free. Thereafter, the Village will charge the facility $250.00 for each subsequent lift-assist service provided throughout the remainder of the year. This charge will go into effect on January 1, 2026.

Recommendation
Approve

Type Ordinance

Budgeted

m. **Abatement of Property Taxes**
Board to consider an ordinance abating taxes heretofore levied for the 2025 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.

Background of Subject Matter
The Village issued alternate revenue bonds in 2017, 2019, and 2022. The debt service payments on these bonds are backed by Village revenue sources other than property taxes. These revenue sources are sufficient to pay the annual debt service payments in Fiscal Year 2026 starting January 1, 2026 and ending December 31, 2026.

Additional Background
The annual debt service on alternate revenue bonds is automatically levied on Village taxpayers by DuPage County, unless the Village abates the automatic levy and files the abatement ordinance with the County.

Recommendation
Approve

Type Ordinance

Budgeted

n. **Property Tax Levy - Village of Westmont**
Board to consider an ordinance adopting the 2025 property tax levy for the Village of Westmont.

Background of Subject Matter
The 2025 property tax levy is the Village's request to levy property taxes that it will receive during the FY2026 budget year starting January 1, 2026 and ending December 31, 2026. The tax levy must be approved and filed with DuPage County by the last Tuesday of December. The total proposed Village tax levy of $11,299,022 represents a 4.89% increase over the prior year. Although not required since the increase in the proposed property tax levy is less than 5%, the Village has held a formal public hearing and published a legal notice in the newspaper regarding the property tax levy and the date of the public hearing.

Additional Background
The Village Board first discussed the proposed 2025 property tax levy at the November 20, 2025 Village Board meeting. At that meeting, the Village Board approved a motion to approve the aggregate Village tax levy of $11,299,022. The Village portion of the levy totals $8,771,022, with the Westmont Library portion representing $2,528,000.

Recommendation
Approve

Type Ordinance

Budgeted

o. **Property Tax Levy - Special Service Area 2**

Board to consider an ordinance adopting the 2025 property tax levy for the Village of Westmont's Special Service Area 2.

Background of Subject Matter

The 2025 property tax levy is the Village's request to levy property taxes that it will receive during the FY2026 budget year starting January 1, 2026 and ending December 31, 2026. The tax levy must be approved and filled with DuPage County by the last Tuesday of December. The total proposed Special Service Area 2 tax levy of $118,140 represents a 4.99% increase over the prior year. Although not required since the increase in the proposed property tax levy is less than 5%, the Village has held a formal public hearing and published a legal notice in the newspaper regarding the property tax levy and the date of the public hearing.

Additional Background

The Village Board first discussed the proposed 2025 property tax levy at the November 20, 2025 Village Board meeting. At the meeting, the Village Board approved a motion to approve the aggregate Village tax levy of $118,140 for Special Service Area 2.

Recommendation

Approve

Type Ordinance

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

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

PUBLIC NOTICE

A public hearing regarding the proposed property tax levy for the Village of Westmont for 2025 will be held Thursday, December 11, 2025 at 6:00 PM at the Westmont Village Hall, located at 31 W Quincy Street, Westmont, Illinois. Due to the limited size of the increase (less than 5%), the Village is not required by state law to post a public notice or hold a public hearing, but in the interest of transparency, the Village is choosing to do so. **Note**: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Village of Westmont, Illinois 60559 between 8:00 A.M. and 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

PUBLIC NOTICE

A public hearing regarding the proposed property tax levy for the Village of Westmont for 2025 will be held Thursday, December 11, 2025 at 6:00 PM at the Westmont Village Hall, located at 31 W Quincy Street, Westmont, Illinois. Due to the limited size of the increase (less than 5%), the Village is not required by state law to post a public notice or hold a public hearing, but in the interest of transparency, the Village is choosing to do so. **Note**: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact Village of Westmont, Illinois 60559 between 8:00 A.M. and 4:00 P.M. Monday through Friday, or telephone (630) 981-6210 voice, or (630) 981-6300 TDD, within a reasonable time before the meeting.

Village of Westmont
ADMINISTRATION
Village Clerk
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Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, November 20, 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	A
	Liddle	P	Scales	P

STAFF:

Gunther (Village Manager)	P	**Parker** (Assistant Manager)	P	**Brainerd** (H.R. Director)	P
Hennerfeind (CDD Director)	P	**Babyar** (Communications)	P	**Liljeberg** (I.T.)	P
Chief Gruen (Police Department)	P	**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)	P	**Ries** (Public Works Director)	P

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

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:
Bugle A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.
Mayor Nero welcomed everyone to the meeting.

OPEN FORUM:
- Dan B., 310 S. Grant Street: Wanted to address some questions for the Lions Club Spring Fling Event that will occur on Memorial Day weekend.

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
TRUSTEE BARKER	Y	Y	Y	Y	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y	Y	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y	Y	Y	Y	Y
TRUSTEE PARRILLI	Y	Y	Y	Y	Y	N	N
TRUSTEE PLOWMAN	A	A	A	A	A	A	A
TRUSTEE SCALES	Y	Y	Y	Y	Y	Y	Y

	8	9	10
TRUSTEE BARKER	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y
TRUSTEE PARRILLI	Y	Y	Y
TRUSTEE PLOWMAN	A	A	A
TRUSTEE SCALES	Y	Y	Y

REPORTS

Mayor Nero

- Gave an update on the Sister City Exchange program. This was a great program for our community. Thanked everyone for their help in making this a success.
- Residents are encouraged to fill out the community survey as it closes November 25.
- The Westmont Library has released the winter schedule for Dementia Friendly programs. There is more information on the Village website.
- Trustee Plowman was not able to attend today's meeting but asked that his appreciation of staff's efforts relating to the budget be passed on to them.
- Mayor and Manager met with the owners of Net Game last week. They are an instrumental partner to this Village and we are excited to have them in town.

Village Clerk Szymski

- As we are approaching the holidays there have been some changes to the Village Board meeting schedule between now and the end of the year. Please refer to the calendar on the Village website for the most accurate information.
- Village offices will be closed November 27 & 28 for Thanksgiving, December 24 & 25, and January 1 & 19. Please check the website to confirm if garbage pickup will be affected on specific dates.

Trustee Guzzo

- The next Fire Public Safety Committee meeting will be 4:30pm, March 5, 2026.
- Keep the Wreath Red is an annual program aimed at promoting fire safety during the holidays. Outside our fire stations are wreaths with red lights. The wreaths remain lit 24/7 during the holiday season, which runs from December 1 through January 2. A white bulb will replace a red bulb if a fire occurs due to holiday decorations.
- Continue to visit the Village website for updated information on the new fire facility. A news release was recently published and there will be a presentation at the December 11 committee meeting.
- Hosted the Police Public Safety Committee meeting that was held earlier today and congratulated the following:
    - Scott Buckovich for 20 years of service.
    - Kamil Broda and Robert Arndt with a felony arrest award. .
    - Bart Broda a life saving award.
    - Jim Bartell from the Citizen's Police Academy received the Chief's recognition award.
    - Jeremy Durst was sworn in as sergeant.
    - Two new officers were sworn in, Shane Pollina and Cesar Chaidez.

Trustee Scales

- The Community Development Committee will be announced for 2026.
- The building and code division manager position is open. We are accepting applications until December 1st.
- The next Planning and Zoning Commission meeting will be December 10th, 6pm at Village Hall.

Trustee Parilli

- There is a Special Public Works Committee Meeting on December 11th, 4:30pm, at Village Hall. The meeting starts at 4:30pm.
- Thanked Public Works for all of the holiday decorations that they put around town.
- 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.

Trustee Liddle

- The Administration / Finance Committee meeting will be Thursday, January 8, 2026.
- We want to thank the Finance Department and Village staff for the excellent budget presentation last Thursday. A recording of the budget workshop was posted last Friday for public review.
- Westmont Holly Days information can be found on the Village website. The parade, tree lighting, and free pictures with Santa will be December 6 in downtown Westmont. Everyone is welcome to join the Westmont High School Choir in a Christmas Carol sing-along. The sing-along begins at 4:30pm and will continue up until the start of the parade at 5pm.

Trustee Barker

- The Environmental Improvement Committee will meet on Monday, December 1st, 5:30pm at the Westmont Public Library.
- Recapped the pumpkin composting event that occurred on November 8th.
    - We collected over 2.53 tons of pumpkins from 100 vehicles. Thanked members of EIC, Village Staff and the Westmont Public Library for their continued cooperation.
- 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. More information can be found on the Village website.
- We are collecting holiday lights. The bins are in place at the library and at the south fire headquarters. Residents can drop off their unwanted or broken holiday lights there to be recycled.
- We have some helpful information and links regarding community solar programs. That has recently been published on the Village website.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager Gunther addressed the Board on this agenda item.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **October 30, 2025.**

Executive Session Minutes

- Board to consider a motion to accept, approve and release the following executive session minutes with the exceptions noted:

Meeting Date	Exception Paragraph #
• March 21, 2024	• Paragraph 1
• April 3, 2025	
• June 26, 2025	• Paragraph 2

(B) FINANCE ORDINANCE

Finance Ordinance # 23 **$ 3,365,086.58**

(C) PURCHASE ORDERS:

Cass Avenue Management Group, LLC	$ 50,258.00
CDW LLC	$ 46,075.00

Romeoville Fire Academy	27,300.00
Total of Purchase Orders	**$ 123,633.00**

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): $ 3,488,719.58

(E) COMMUNITY EVENTS

1. **2026 Westmont Winter Beer Festival**
   Board to consider an ordinance approving the following requests from the Westmont Park District for the 2026 Winter Beer Festival to be held on February 14, 2026:

   - Community Event Permit
   - Tent Fee Waiver
   - Food Truck Permit Fee Waivers

2. **2025 Westmont Holly Days**
   Board to consider an ordinance approving the following requests from the Westmont Park District for the 2025 Westmont Holly Days Opening Ceremony on December 6, 2025:

   - Community Events Permit
   - Sound Amplification Permit from 5pm - 8pm.
   - Close North Linden from Burlington to Naperville Road from 3pm to 7pm
   - Close Cass Avenue from Naperville Road to Richmond Street from 4:30pm - 7:30pm
   - Close West Quincy Street from Cass to Adams, from 3pm to 8pm

(F) PROCLAMATION

1. **Proclamation - Dementia Friendly Awareness Month**
   Board to consider a proclamation to declare November 2025 as Dementia Friendly Awareness Month in the Village of Westmont.

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

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

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) TAQUERIA EL RANCHITO - CLASS 3 LIQUOR LICENSE

Deputy Liquor Commissioner Mulhearn addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance increasing the number of available Class 3 liquor licenses by one and decreasing the number of available Class 4 licenses by one to accommodate a request from Taqueria El Ranchito located at 323 W 63rd Street, Westmont, IL.

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

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

(3) DOWNTOWN INCENTIVE PROGRAM GRANT - 212 EAST CHICAGO AVENUE
Community Development Director Hennerfeind addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance awarding a Downtown Incentive Program (DIP) grant to TGP Innovations LLC (dba That Golf Place) to install new wall signage at 212 East Chicago Avenue.

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

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

(4) SPECIAL COUNSEL APPOINTMENT
Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Barker** to consider an ordinance confirming the Mayor's appointment of the law firm of Miller Canfield as special legal counsel to the Village related to the issuance of General Obligation Alternative Revenue Bonds.

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

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

(5) MASTER LICENSE AGREEMENT - EZEE FIBER TEXAS LLC
Assistant Village Manager Parker and IT Director Liljeberg addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a Master License Agreement between Ezee Fiber Texas LLC and the Village of Westmont.

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

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

(6) PROPOSED AGGREGATE TAX LEVY - VILLAGE & LIBRARY
Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider a motion determining the proposed aggregate property tax levy for 2025.

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

VOTE ON MOTION #6
Ayes: Barker, Guzzo, Liddle, Scales
Nays: Parrilli
Absent: Plowman

(7) PROPOSED AGGREGATE TAX LEVY - WESTMONT SPECIAL SERVICE AREA 2
Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider a motion determining the proposed aggregate tax levy for 2025 for the Westmont Special Service Area 2.

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

VOTE ON MOTION #7
Ayes: Barker, Guzzo, Liddle, Scales
Nays: Parrilli
Absent: Plowman

(8) SURPLUS PROPERTY - IT DEPARTMENT
Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance declaring certain Village owned IT equipment as surplus property.

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

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

(9) FISCAL YEAR 2026 VILLAGE BUDGET
Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider a resolution adopting the Budget for Fiscal Year 2026 ending December 31, 2026.

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

VOTE ON MOTION #9
Ayes: Barker, Guzzo, Liddle, Parrilli, Scales
Nays: None
Absent: Plowman

MISCELLANEOUS

- No miscellaneous items.

(10) ADJOURNMENT - 6:52 pm
Motion by **Trustee Barker** to adjourn the regular meeting.

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

VOTE ON MOTION #10
Ayes: Barker, Guzzo, Liddle, Parrilli, Scales
Nays: None
Absent: Plowman

MEETING ADJOURNED AT 6:52 P.M.

ATTEST: **APPROVED:**

_____ _____
Amanda Szymski, Village Clerk Steven T. Nero, Mayor

Dated this 11th day of December, 2025

PURCHASE ORDER REQUEST FORM

DATE:	11/19/2025

Vendor #1 (Name, Address & Phone)	Vendor #2 (Name, Address & Phone)
Currie Motors Commercial Center 10125 W. Laraway Road Frankfort, IL 60423 815.464.9200 tsullivan@curriemotors.com	

Quantity	Item stock #, Size, Color, Description, Cost per item	Vendor #1 Total Cost	Vendor#2 Total Cost
2	2026 Ford Utility Police Interceptor AWD New Squad Cars - Vehicle Replacement - Police	$99,732.00	$
	New Squad #32 and #34 ($49,866.00 each)	$	$
	Explorer	$	$
1	2026 Ford Maverick Pickup (New #44 CSO)	$31,010,00	$
	Maverick		

Vendor #1	$130,742.00	Vendor #2	$
Shipping Fee	$0.00	Shipping Fee	$
Total	$130,742.00	Total	$

REASON FOR PURCHASE:

Vehicle replacement - Ordering 2 Ford Interceptor Explorers to replace units #332 and #334. Ordering 1 Ford Maverick to replace unit #344,

Requested by:	Sgt. Anthony Rainaldi #140	Date:	11/19/2025
Approved by:	Weibler #136	Date:	11/24/2025
Approved by:		Date:	
Approved by:		Date:	

Prepared for: , Village Of Westmont

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: westpd
Date: 11/18/2025

Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

Exterior: Agate Black
Interior: Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

* 18 x 8-inch front and rear black steel wheels
* P255/60RW18 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 250A
* All-speed ABS and driveline traction control
* HD lead acid battery
* Steering wheel mounted audio controls
* 8 inch primary display
* AM/FM
* Auxiliary input jack
* Vehicle body length: 198.8"
* Standard ride suspension
* Rear window defroster
* Manual folding door mirrors
* Deep tinted windows
* Speed sensitive wipers
* Dual-zone front climate control
* Driver front impact airbag
* Passenger front impact airbag
* Class III tow rating
* Overdrive transmission
* Transmission electronic control
* Stainless steel dual exhaust
* Battery rating: 850CCA
* Fuel tank capacity: 21.40 gal.
* Bluetooth wireless audio streaming
* AM/FM stereo radio
* Seek scan
* External memory control
* Wheelbase: 119.1"
* Trip computer
* Power door mirrors
* LED brake lights
* Variable intermittent front windshield wipers
* Automatic climate control
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$48,550.00
Order Code 500A	N/C
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50-State Emissions System	STD
SYNC Phoenix Communication & Entertainment System	Included
Agate Black	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Engine: 3.0L V6 EcoBoost	$2,850.00
Transmission: 10-Speed Automatic (44U)	N/C
3.31 Axle Ratio	Included
Noise Suppression Bonds (Ground Straps)	$100.00
Global Lock/Unlock Feature	N/C
Rear Bumper Step Pad	$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Major Equipment

* Airbag occupancy sensor
* 7 airbags
* Electronic stability control system with anti-rollover
* Manual rear child safety door locks
* Fixed rear seats
* 35-30-35 folding rear seats
* Front facing rear seat
* Fold forward rear seatback
* Height adjustable rear seat head restraints
* Manual rear seat head restraint control
* 3 rear seat head restraints
* Split-bench rear seat
* Bucket front seats
* Driver seat with 8-way directional controls
* Front passenger seat with 8-way directional controls
* Height adjustable front seat head restraints
* Manual front seat head restraint control
* Manual reclining driver seat
* Power height adjustable driver seat
* Power driver seat fore/aft control
* Power driver seat cushion tilt
* Power reclining passenger seat
* Power height adjustable control passenger seat
* Power passenger seat fore/aft control
* Cloth front seat upholstery
* Vinyl front seatback upholstery
* Driver seat with 2-way power lumbar
* Front passenger seat with 2-way power lumbar
* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes
* Brake assist system
* Hill start assist

As Configured Vehicle

	MSRP
Keyed Alike - 0576x	$50.00
Hidden Door-Lock Plunger	$160.00
Rear-Door Controls Inoperable	Included
Driver Only LED Bulb Spot Lamp (Whelen)	$420.00
Front Headlamp Lighting Solution	$900.00
Grille LED Lights, Siren & Speaker Pre-Wiring	Included
Tail Lamp Lighting Solution	$430.00
8" Rear Camera Image	N/C
SUBTOTAL	$53,560.00
Destination Charge	$1,695.00
TOTAL	**$55,255.00**

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Fuel Economy

City	Hwy
N/A	N/A

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$48,550.00
Packages		
500A	Order Code 500A *Includes:* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Powertrain		
99C	Engine: 3.0L V6 EcoBoost *148-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.* *Includes:* *- 3.31 Axle Ratio*	$2,850.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

As Configured Vehicle (cont'd)

Code	Description	MSRP
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).* *Includes:* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	Included
66A	Front Headlamp Lighting Solution Recommend using ultimate wiring package (67U). *Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.* *Includes:* *- Grille LED Lights, Siren & Speaker Pre-Wiring*	$900.00
66B	Tail Lamp Lighting Solution Call for brake lights or reverse lights overrides wig-wag flashing. Recommend using ultimate wiring package (67U). *Includes LED tail lamp wig-wag module (red/white - red brake lights and white reverse lights. LED lights only. Wiring and controller not included.*	$430.00
51T	Driver Only LED Bulb Spot Lamp (Whelen)	$420.00
87M	8" Rear Camera Image *In upper lefthand quadrant of display. 1/4 size picture in picture.*	N/C
52P	Hidden Door-Lock Plunger *Includes:* *- Rear-Door Controls Inoperable*	$160.00

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
68G	Rear-Door Controls Inoperable	Included
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
18D	Global Lock/Unlock Feature	N/C
	Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + paitro timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.	
59F	Keyed Alike - 0576x	$50.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00
16P	Rear Bumper Step Pad	$100.00
Emissions		
425	50-State Emissions System	STD
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Upfit Options		
2026-005	Title and Municipal Plates	$203.00

SUBTOTAL	$53,763.00
Destination Charge	$1,695.00
TOTAL	$55,458.00

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty ..... 96 months/100,000 miles

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$48,550.00
Options	$5,010.00
Colors	$0.00
Upfitting	$203.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,695.00
Subtotal	$55,458.00
Discount Adjustments	
Discount Adjustments	-$5,592.00
Total	$49,866.00

Customer Signature

Acceptance Date

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/18/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615 | Quote ID: westpd

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

	MSRP
Vehicle Pricing	
Base Vehicle Price	$97,100.00
Options	$10,020.00
Colors	$0.00
Upfitting	$406.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$3,390.00
Subtotal	$110,916.00
Discount Adjustments	
Discount Adjustments	-$11,184.00
Total	$99,732.00

Customer Signature

Acceptance Date

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Prepared for: , Village Of Westmont

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615

Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: wmmaverick
Date: 11/19/2025

Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/19/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

Major Equipment

(Based on selected options, shown at right)
8-speed automatic

Exterior: Space White Metallic
Interior: Black Onyx/Dark Slate w/Front Cloth Bucket Seats

* 17 x 7-inch front and rear silver steel wheels
* Overdrive transmission
* Transmission electronic control
* Stainless steel single exhaust
* Battery rating: 390CCA
* Battery run down protection
* Auto stop-start engine
* Steering wheel mounted audio controls
* 13.2 inch primary display
* AM/FM/satellite
* Radio data system (RDS)
* Ford Connectivity Package (1-year included) internet radio capability
* Vehicle body length: 199.7"
* Standard ride suspension
* Manual folding door mirrors
* Deep tinted windows
* Automatic climate control
* Driver front impact airbag
* Passenger front impact airbag
* P225/65RH17 AS BSW front and rear tires
* Lock-up transmission
* Alternator Amps: 150A
* All-speed ABS and driveline traction control
* Lead acid battery
* Fuel tank capacity: 16.51 gal.
* Driver selectable drivetrain mode
* Wireless audio streaming
* SiriusXM with 360L AM/FM/Satellite radio
* Seek scan
* External memory control
* 3 month satellite trial subscription
* Wheelbase: 121.1"
* Trip computer
* LED daytime running lights
* Fixed interval front windshield wipers
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$28,145.00
Equipment Group 102A	N/C
Engine: 2.0L EcoBoost	Included
Transmission: 8-Speed Automatic	Included
3.63 Axle Ratio	Included
GVWR: 5,320 lbs	Included
Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Steel w/Sparkle Silver Painted Cover	STD
Front Cloth Bucket Seats	Included
121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Ford Connectivity Package (1-Year Included)	Included
SYNC 4 w/Enhanced Voice Recognition	Included
SiriusXM w/360L	Included
Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
Space White Metallic	N/A
Front & Rear Floor Liners w/o Carpet Mats	$135.00
Tough Bed Spray-In Bedliner	$525.00

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/19/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

Major Equipment

* Airbag occupancy sensor
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* Full folding rear seats
* Fold forward rear seatback
* 3 rear seat head restraints
* Bucket front seats
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Power reclining driver seat
* Power driver seat fore/aft control
* Manual passenger seat fore/aft control
* Cloth front seatback upholstery
* 4-wheel disc brakes
* Electronic parking brake
* Hill Start Assist
* 7 airbags
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Fixed rear head restraints
* Rear bench seat
* Driver seat with 6-way directional controls
* Height adjustable front seat head restraints
* Front seat center armrest
* Power height adjustable driver seat
* Manual reclining passenger seat
* Cloth front seat upholstery
* Driver seat with 2-way power lumbar
* 4-wheel antilock (ABS) brakes
* Brake assist system

As Configured Vehicle

	MSRP
8-Way Power Driver Seat (Fleet)	$285.00
Daytime Running Lamps (Non-Configurable)	$45.00
TOUCHLINK Truck Bed Lighting by Lumens	$480.00
SUBTOTAL	$29,615.00
Destination Charge	$1,695.00
TOTAL	**$31,310.00**

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/19/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

Fuel Economy

City	Hwy
22 mpg	30 mpg

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Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/19/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8B	Base Vehicle Price (W8B)	$28,145.00
Packages		
102A	Equipment Group 102A *Includes:* *- Engine: 2.0L EcoBoost* *- 3.63 Axle Ratio* *- Transmission: 8-Speed Automatic* *- GVWR: 5,320 lbs* *- Tires: P225/65R17 A/S BSW* *- Front Cloth Bucket Seats* *Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.* *- Radio: AM/FM Stereo w/6 Speakers* *Includes 2 front USB ports and 1 rear USB port.* *- Ford Connectivity Package (1-Year Included)* *Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition. A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles.* *- SiriusXM w/360L* *A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.*	N/C
Powertrain		
99A	Engine: 2.0L EcoBoost *Includes:* *- 3.63 Axle Ratio*	Included
448	Transmission: 8-Speed Automatic	Included
NONAX	3.63 Axle Ratio	Included
STDGV	GVWR: 5,320 lbs	Included

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2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

As Configured Vehicle (cont'd)

Code	Description	MSRP
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	STD
Seats & Seat Trim		
9	Front Cloth Bucket Seats *Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.*	Included
Other Options		
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers *Includes 2 front USB ports and 1 rear USB port.* *Includes:* *- Ford Connectivity Package (1-Year Included)* *Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition. A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles.* *- SiriusXM w/360L* *A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.*	Included
96G	Tough Bed Spray-In Bedliner	$525.00
16C	Front & Rear Floor Liners w/o Carpet Mats *Deletes standard carpeted front floor mats.*	$135.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

As Configured Vehicle (cont'd)

Code	Description	MSRP
Dealer Installed Options		
A9KAC	TOUCHLINK Truck Bed Lighting by Lumens *Bed light system. Shipped separately from vehicle for dealer installation.*	$480.00
Fleet Options		
942	Daytime Running Lamps (Non-Configurable) Requires valid FIN code.	$45.00
90K	8-Way Power Driver Seat (Fleet) Requires valid FIN code.	$285.00
Exterior Color		
A3_01	Space White Metallic	N/A
Interior Color		
9W_03	Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
Upfit Options		
2026-005	Title and Municipal Plates	$203.00

SUBTOTAL	$29,818.00
Destination Charge	$1,695.00
TOTAL	$31,513.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty	96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village Of Westmont
Prepared by: THOMAS SULLIVAN
11/19/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 615 | Quote ID: wmmaverick

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$28,145.00
Options	$1,470.00
Colors	$0.00
Upfitting	$203.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,695.00
Subtotal	$31,513.00
Discount Adjustments	
Discount Adjustments	-$503.00
Total	$31,010.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Village of Westmont

Purchase Order

PO Date: 2025-11-26

Bill To:

POLICE DEPARTMENT
500 N CASS
WESTMONT, IL 60559

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25204541

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
	2026 Ford Utility Interceptor AWD(2)&Ford Maverick				
1	2026 Ford Utility Police Interceptor AWD (2) per quote ID westmontpd prepared by Thomas Sullivan 11/18/25 Delivery after 1/1/26 GL Account: 2552525 - 57093 - 1GOV $99,732.00 Ship To: POLICE DEPARTMENT 500 N CASS WESTMONT, IL 60559	2.0	EACH	$49,866.00	$99,732.00
2	2026 Ford Maverick Pickup (New #44 CSO) GL Account: 2552525 - 57093 - 1GOV $31,010.00 Ship To: POLICE DEPARTMENT 500 N CASS WESTMONT, IL 60559	1.0	EACH	$31,010.00	$31,010.00

By: Spencer Parks
Authorized Signature

PO Total	$130,742.00

*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.

Quote Number	**CPQ-643560-2**
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

Sales Agent	Erik Richardson erik.richardson@nextiva.com (859) 407-5982
Customer	Village of Westmont
Primary Billing Address	31 W QUINCY ST WESTMONT IL 60559-1865 US
Billing Frequency	MONTH
Contract Term	36 Months
Bill Push Months	3

SIGNUP QUOTE SUMMARY	USD
Due Today Service Charges	$2,858.80
Due Today Taxes & Fees	$869.46
Purchased Hardware	$8,500.00
Implementation Charges	$6,715.00
Shipping	$1,340.00
Subtotal	$20,283.26
DUE TODAY TOTAL	**$20,283.26**
Monthly Recurring Price	$2,858.80
Monthly Recurring Taxes & Fees	$869.46
MONTHLY RECURRING TOTAL	**$3,728.26**

RECURRING SERVICES

Service Address: 31 W QUINCY ST WESTMONT IL 60559-1865 US

PACKAGES & ADDONS	List Price	Discount	Net Price	Quantity	Total Price
Nextiva CX - Core	$35.00	$24.05	$10.95	176	$1,927.20
NextOS Basic Extension	$9.95	$2.00	$7.95	93	$739.35
Vfax	$14.95	$7.00	$7.95	15	$119.25
NextOS Paging Extension	$4.95	$2.00	$2.95	10	$29.50
New Local DID	$9.95	$9.70	$0.25	174	$43.50

LOCATION SUMMARY

Due Today Service Charge (Excludes Taxes & Fees)	**$2,858.80**	**Recurring Price (Excludes taxes & fees)**	**$2,858.80**
Due Today Service Charges	*$2,858.80*	*Packages & Addons Total*	*$2,858.80*
		Rental Device Total	*$0.00*

TAXES & FEES *These are estimated taxes and fees. Actual taxes and fees will be calculated when the invoices are processed.

Due Today Taxes & Fees	**$869.46**	**Recurring Taxes & Fees**	**$869.46**
Federal FCC Regulatory Fee (VoIP)	*$2.62*	*Federal FCC Regulatory Fee (VoIP)*	*$2.62*
Federal FUSF (VoIP)	*$194.34*	*Federal FUSF (VoIP)*	*$194.34*
E911 Fee	*$269.00*	*E911 Fee*	*$269.00*
Regulatory Recovery Fee	*$403.50*	*Regulatory Recovery Fee*	*$403.50*
DUE TODAY SUBTOTAL	**$3,728.26** *Includes taxes & fees*	**RECURRING SUBTOTAL**	**$3,728.26** *Includes taxes & fees*

Quote Number	CPQ-643560-2
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

ONE TIME CHARGES

PURCHASED HARDWARE

Description	List Price	Discount	Net Price	Quantity	One-Time
Cisco ATA 192 Multiplatform Analog Telephone Adapter	$160.00	$0.00	$160.00	3	$480.00
Yealink - W76P	$180.00	$80.00	$100.00	6	$600.00
Poly - Edge E500 Desk Phone w/ PSU	$250.00	$115.00	$135.00	52	$7,020.00
Poly - Edge E300 Desk Phone, PoE	$140.00	$140.00	$0.00	185	$0.00
Poly - Wall Mount for Edge E300 Series	$20.00	$0.00	$20.00	20	$400.00
Total					$8,500.00

SERVICE DELIVERY CHARGES *(Includes Account Activation Fees and Implementation)*

Item Description	List Price	Discount	Net Price	Quantity	One-Time
Nextiva Service Delivery: Elite+	$7,900.00	$1,185.00	$6,715.00	1	$6,715.00
Total					$6,715.00

Please Note:

- The service delivery fees contained herein is a preliminary estimate based on Nextiva's current understanding of customer's needs and is subject to change based on the final scope of work. Pricing excludes taxes, fees, surcharges, usage charges, and one-time charges.

SHIPPING DETAILS SUMMARY *(Charges reflect Rental Devices and Purchased Hardware quantities per Shipping Location.)*

31 W QUINCY ST WESTMONT IL 60559-1865 US

Purchased Hardware	Quantity
Cisco ATA 192 Multiplatform Analog Telephone Adapter	3
Yealink - W76P	6
Poly - Edge E500 Desk Phone w/ PSU	52
Poly - Edge E300 Desk Phone, PoE	185
Poly - Wall Mount for Edge E300 Series	20
Shipping Method	Ground
Total	$1,340.00

Subtotal (Excludes taxes & fees)	**$1,340.00**

Quote Number	**CPQ-643560-2**
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

SERVICE LOCATION SUMMARY

Includes Services, Hardware & Service Delivery Charges (if applicable). Excludes Purchased Hardware & Shipping Charges.

Service Location	Due Today (Includes Taxes & Fees)	Recurring Price (Includes Taxes & Fees)
31 W QUINCY ST WESTMONT IL 60559-1865 US	$18,943.26	$3,728.26

AMOUNT DUE

Includes Services, Hardware, & Implementation Charges (if applicable). Includes Shipping Charges.

Due Today Total (Includes taxes & fees)	Recurring Total (Includes taxes & fees)
$20,283.26	**$3,728.26**

IMPORTANT: We have made changes to our Terms and Conditions Please review at https://www.nextiva.com/legal.html.
Nextiva | http://www.nextiva.com | 9451 East Via de Ventura, Scottsdale AZ 85256

Village of Westmont

Purchase Order

PO Date: 2025-12-03

Bill To:

INFORMATION TECHNOLOGY
31 W QUINCY
WESTMONT, IL 60559
Email: it@westmont.il.gov
Phone: 630-981-6240 EXT 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25204599

Vendor:

Nextiva, Inc.
9451 East Via de Ventura
Scottsdale, AZ 85256

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
101723	859-407-5982		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Phone system replacement for legacy system.				
1	Phone system replacement initial costs to cover services and equipment. This is a not-to-exceed dollar amount with a reoccurring monthly cost at approximately $3,800./month. The attached quote will be adjusted as we true up the number of devices needed. GL Account: 3053011 - 57082 - 1GOV $35,000.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	1.0	EACH	$35,000.00	$35,000.00

By: Spencer Parks
Authorized Signature

PO Total	$35,000.00

*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.

Village of Westmont, IL

Proposal and Agreement for
Managed Security Services
Managed Detection and Response (MDR)
Security Information and Event Management (SIEM)
Security Operations Center (SOC)

Powered by:

UncommonX

October 14, 2025

Presented to
Glen Liljeberg, Director of Information Technology
Village of Westmont, IL
31 W Quincy Street
Westmont, IL 60559
(630) 981-6200
gliljeberg@westmont.il.gov

Presented by
Kane Keirnan, Senior Account Executive
Mindsight
2001 Butterfield Road Suite 250
Downers Grove, IL 60515
(630) 946-7209
kkeirnan@gomindsight.com

Glen,

ACP CreativIT, DBA Mindsight, an authorized reseller of UncommonX, is pleased to present this proposal for managed security services powered by UncommonX to Village of Westmont, IL. The proposed license is designed to provide your organization with a complete security solution, based on the UncommonX platform, and the services of the UncommonX 24x7x365 Security Operations Center (SOC).

The UncommonX solution is offered as a managed service and priced on a SaaS basis, providing you a license to the UncommonX technology and active support from the UncommonX SOC. The solution includes:

- UncommonX Platform/Dashboard, including real time assessments and measurements
- Agentless Discovery of all devices and activity on your network
- Integration with all devices and applications on your network
- Real Time Alerts on any relevant security risk
- Vulnerability scanning and management program
- 24x7x365 SOC to manage alerts, remediation, and client communication
- Monthly Report on relevant security risks, IT recommendations, and action items

We have provided solution details in the section titled “Meeting Village of Westmont, IL Requirements”. This section complements a detailed solution description, onboarding and activation plan, and a list of references.

Mindsight is a Chicago-based Value-Added Reseller and Technology Consulting Firm, and we have included UncommonX standard terms and conditions, an order form with the specific line items and pricing.

We look forward to adding you as a customer and providing our valuable solution to protect your village from cyber risk.

Best Regards,

Kane Keirnan
Mindsight

Mindsight Overview

In 2004, Mindsight started as a services organization to facilitate confidence in our clients' technology-related business decisions. These clients often leverage the latest in advanced technology as a strategic advantage, and so they felt it was critical to partner with Mindsight. Why? Mindsight only employs expert-level engineers that work in a culture of Excellence, Knowledge, and Integrity to mitigate client technology risk.

Mindsight grew rapidly with demonstrated success in designing, deploying, and supporting IT systems and then continued to expand technology offerings with the advent of new transformative technologies in the marketplace. As the needs of our clients grew, so did capabilities.

Today, Mindsight is a comprehensive technology consulting firm. We've maintained our thoughtful approach and straightforwardness – and held firmly to our values. We believe technology know-how, and complete transparency, fosters trust. That's the benefit of Mindsight.

UncommonX Overview

UncommonX delivers hyperconverged security by mapping your entire network and uncovering potential risks. UncommonX agentless discovery technology integrates seamlessly with a wide range of IT products, providing real-time threat analysis and prioritization.

Unparalleled visibility
Agentless technology seamlessly integrates with hundreds of IT products to deliver real-time risk analysis, helping you reduce tool sprawl and improve security outcomes.

Hyperconverged cybersecurity
UncommonX complements this visibility with a security operations capability that provides unparalleled expertise. The 24x7x365 SOC acts as an expert extension of your IT team, ensuring swift containment and remediation of cyber risks across your environment.

Extensive experience
The company's AI direction is supported by two key partners: NVIDIA and Google Cloud. With NVIDIA, we are part of their Inception Program, an exclusive program that gives us access to our own NVIDIA GPUs, installed and operated in the company's private data center. With Google Cloud, we are enrolled in a program that supports our AI development, leveraging Google engineering and system resources, which includes NVIDIA machines.

Meeting Village of Westmont, IL Requirements

Village of Westmont, IL ("Westmont") is seeking proposals for a Managed Detection and Response (MDR), Security Information and Event Management (SIEM) and Security Operations Center (SOC) platform for use in the staff environment. Village of Westmont, IL has defined several key requirements that are core elements of the UncommonX solution.

UncommonX is a full-service cybersecurity firm that serves as a 24x7x365 SOC, MDR/XDR, SIEM, Network Discovery, Asset Inventory, and Incident Response team. UncommonX integrates with 100+ products and seamlessly becomes an extension of your team, managing and remediating issues for the village.

UncommonX is a complete enterprise license and managed services solution that meets the needs of State and Local Governments seeking to improve their security posture, reduce risks, and have a 24x7x365 team always working and watching for them. In Westmont, we would leverage our tight integration with Microsoft tools (such as Defender) to provide the solution, removing the need for another EDR product like SentinelOne.

24x7x365 Monitoring and Threat Detection

The UncommonX solution is an "always on" solution, providing continuous monitoring and threat detection across endpoints, network, and cloud environments. Not only does UncommonX process alerts and threats from existing tools, but it also uses patented discovery and detection capabilities to identify and investigate anomalies before they become issues.

As noted in the company overview, UncommonX bases detections on behavioral analysis, AI and ML models, multiple threat intelligence feeds, and other data such as vulnerability and priority to fulfill the identify and detect elements of our solution, to meet the SLAs requested and required by clients.

Incident Response and Remediation

UncommonX 24x7x365 SOC provides continuous monitoring and threat detection as part of the subscription. Importantly, the SOC does not simply pass on alerts – The team uses the platform to detect issues, then creates a case with recommendations on the genesis of the alert, containment and remediation steps, and client escalations. The SOC operates using a library of "runbooks" which are configured to meet client specific needs and are trusted to perform remediation for clients.

Managed incident response services are included as part of the Managed Services and rely on the UncommonX platform to perform an important role. Clients also benefit from the system's ability to better configure their network, which reduces the impacts of incidents such as users clicking a dangerous link. UncommonX contains attacks effectively because we react quickly and jump into action. SOC security experts follow proven integrated processes to protect your business.

Compatibility with All Standard Infrastructure

UncommonX is compatible with all Westmont system infrastructure. The sole software appliance is agentless and only requires the installation of one virtual appliance, known as Revolver. It has a very small footprint (8 CPU, 500 GB Disk, 32 GB RAM) and the ability to handle multiple 1000s of devices and users, more than sufficient for Westmont and its device and user counts.

Cloud Detection and Response (CDR)

UncommonX includes Cloud Detection and Response (CDR), specifically designed to detect and respond to threats within cloud environments, and build a more secure network environment. CDR is pre-configured for all Cloud environments, including Google Workspace, Microsoft 365, and Amazon Web Services (AWS). CDR actively monitors cloud and application activity to identify suspicious behavior and take immediate action to neutralize threats, as well as deploys quickly and easily and maps your entire network, cloud, and applications.

Vulnerability Management

UncommonX includes Vulnerability Management, which is delivered in the form of quarterly scans, standard dashboards and workflows, and built in use of CVEs to prioritize actions in the platform to address the riskiest issues. Other MDR/XDR and SIEM solutions do not typically include Vulnerability Management as part of the subscription.

Log Ingestion/Log Management and Analysis

UncommonX log management capability offers seamless aggregation and categorization of data generated across systems in your network. Universal integrations collect and analyze EDR data as well as data, alerts and signals from firewalls and switches, Cloud and on-prem systems, Identity and Access Management (IAM), email, NetFlow, sFlow, syslog, and many other applications. UncommonX log management and analysis offer the function of a SIEM with an elevated level of visibility and analysis not found in typical systems. This not only satisfies compliance requirements for NIST CSF-based standards, but enables deeper insights for incident response, investigations, forensics, and cyber insurance.

Endpoint Detection and Response (EDR) Integration

UncommonX offers out-of-the box integration with over 100 security and network products, including Microsoft, Palo Alto, CrowdStrike, SentinelOne, Cisco, Fortinet, and Microsoft Defender. Universal integrations collect and analyze EDR, firewalls, switches, Cloud and on-prem systems, IAM, email, and many other applications.

Threat Intelligence and Analysis

UncommonX integrates a vast range of global threat feeds, including the Open Threat Exchange (OTX), Malware Information Sharing Platform (MISP), and proprietary intelligence developed over the past 10 years. UncommonX also harvests real-time threat intelligence across the public internet and dark-web networks like TOR and I2P. The system and SOC team use this information to create a more secure environment for clients and to analyze any emerging risks or drive system changes to create a more secure environment.

Reporting and Communication

In addition to the real time availability of data in the product interface and dedicated customer portal, the system provides access to all cases and case management, threat activity, and open issues. Importantly, UncommonX includes access to SOC analysts via phone, email, chat, customer portal, or Slack, as well as:

- Monthly account overview – On a monthly basis, the UncommonX Account Manager and/or Lead SOC Analyst will provide Customer with a summary report of monthly alerts generated, status, and resolution.
- Security assessment – Each monthly report will include data from existing security tools, recommendations for improvements and trends within Customer's network.
- Technical information – Event/alarm and performance trend data will be available to Customer 24x7x365 through the web portal.

Data Privacy and Security

UncommonX security is enhanced through agentless operation and is hosted in a private data center, which provides 99.99% uptime 24x7x365. All communications to and from the physically secure SOC are controlled by strict firewall policies, inspected by state-of-the-art intrusion detection and intrusion prevention services and protected by proprietary threat detection and management tools. UncommonX uses industry-standard encryption for all data in transit and at rest. Data in transit is protected by SSL/TLS encryption using at least 256-bit keys. Data at rest is encrypted and stored in isolated data stores within the data center. Strong two-factor authentication is used throughout to ensure that only authorized SOC personnel can access customer data.

Solution Description

UncommonX will provide its MDR (Managed Detection and Response), SIEM (Security Information and Event Management), and SOC (Security Operations Center) solution as a managed service. This includes remote security monitoring, alerting and dashboard access to its proprietary UncommonX platform and application. In addition, UncommonX will provide its Security Operations Center (SOC) team to support the Customer 24x7x365.

The UncommonX platform and application will provide the following capabilities:

- **Security monitoring/SIEM –** Includes monitoring of logs, events, and suspicious traffic from feeds. This monitoring will include:
  - **On-site data collection and full suite integration –** The UncommonX discovery application will reside on-site to collect log files and traffic data from all network devices and traffic to ingest in the UncommonX platform.
  - **24x7x365 analysis of collected data –** All collected data is aggregated and analyzed for alarms, correlation of events, and generation of Indicators of Compromise ("IoCs").
  - **Alerting and event correlation –** UncommonX will report all alerts to a designated Customer contact daily or as otherwise agreed upon as part of onboarding. Alerts can also be viewed in the dashboard.
  - **Relative Risk Ratings (R3) –** The UncommonX platform will analyze and provide real time reporting of risk factors based on the NIST Cybersecurity Framework (CSF)
  - **History retention –** UncommonX maintains 30 days current data and 90 days of historical data unless otherwise agreed upon.

The UncommonX SOC team will provide the following support and services:

- **Triage, Referral, and Remediation of Security events –** Remote response will be made to events generated by the system or reported by Customer. Specific response actions will be governed by a runbook developed with Customer as part of the onboarding process described below. Responses will include:
  - **Review and triage –** UncommonX SOC analysts and engineers will perform triage upon events and IoCs (Indicators of Compromise). During triage, analysts will assign a priority to each event and IoC based upon developed SOC processes.
  - **Referral –** Analysts in the UncommonX SOC will make timely referrals of critical IoCs to Customer based upon processes defined in the runbook.

  - **Remediation –** UncommonX Engineers or SOC analysts will remediate any agreed upon elements of the network or provide support to other providers who may be responsible for maintenance and support of Customer environment.
- **Email or Telephone Support** – Customer will be able to enter requests via email to soc@uncommonx.com or by telephone to **(866) 405-9156.**
- **Service Level Agreement (SLA) Response Time** – Initial call back time is one (1) hour or less and typically averages less than 30 minutes.
- **Dedicated Customer Portal** – Web-based portal provided to authorized Customer contacts. Portal provides dashboards, history reporting, open and closed requests, the current runbook, SLA compliance and other account information.

UncommonX provides the following reporting and deliverables as part of this engagement:

- **Monthly report overview** – On a monthly basis, UncommonX provides Customer with a summary report of monthly alerts generated, status, and resolution.
- **Security assessment** – Each monthly report will include data from existing security tools, recommendations for improvements and trends within Customer's network.
- **Technical information** – Event/alarm and performance trend data will be available to Customer 24x7x365 through the web portal.

We offer standardized reporting and configure reports for your specific environment and requirements during onboarding.

TECHNICAL REQUIREMENTS

Every village deserves to fully understand its environment – networks, devices, vulnerabilities. Our platform integrates seamlessly with hundreds of IT products, regardless of brand, using agentless technology to ensure faster implementation and enhanced security outcomes.

The technical requirements for this appliance are as follows:

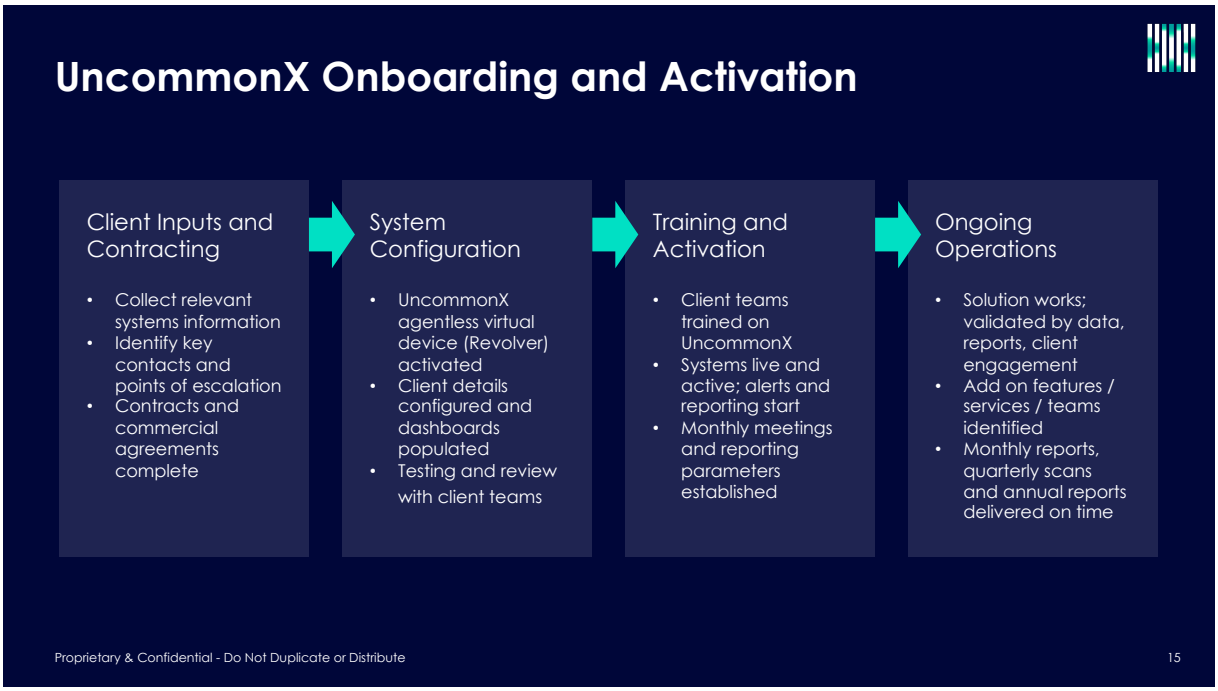
- **VMware, Hyper-V, or other virtualization service**
- **8 CPU**
- **500 GB Disk**
- **32 GB RAM**

Once installed, the appliance is configured with 140+ standard “out of the box” integrations with existing security, network and cloud tools and applications. A few example integrations include:

Installation and Onboarding

INSTALLATION, CONFIGURATION, ACTIVATION and ONGOING SERVICES

From our work with 100s of customers across many industries and use cases, UncommonX has developed a proven process for customer onboarding and activation. This collaborative onboarding process is designed to get you up and running quickly.



PROVISIONAL SOLUTION DEPLOYMENT SCHEDULE

The following GANTT chart represents a general outline of our installation and onboarding process. Once the client enables the virtual space, the installation of our virtual discovery appliance takes less than an hour, which can include the configuration of the standard integrations with other tools and applications in the network.

Currently, UncommonX configures the dashboards to reflect the tools and flows of your environment, which are then reviewed with the customer. This process is a few hours of meetings over several days.

The onboarding and activation process continues with the selection of the “runbooks” which define the actions to be taken with alerts, cases, and communications. These define the parameters of detection and response that best fit the client’s environment, the communication and escalation process, and include a few weeks of calibration. Most of the time, this process consists of a few hours of meetings per week with key personnel to validate and tune the approach.

Most clients can go live in less than 30 days, at which time the platform and runbooks are configured to the client’s environment and the monthly reporting and meeting are scheduled. As part of our commitment to ongoing improvement, we are continuously calibrating the system to include new applications or tools in the customer environment, new and emerging cyber threats, and optimization of resources.

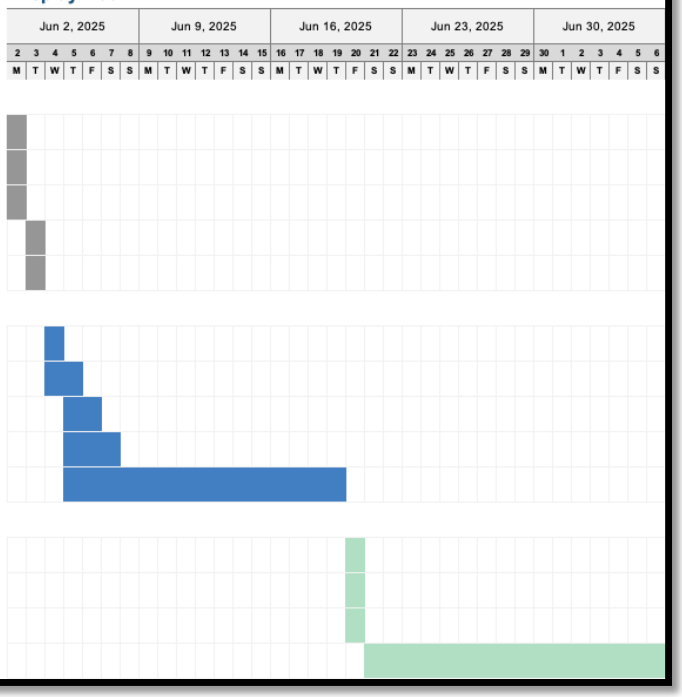
UncommonX

Installation and Onboarding - Provisional Schedule

Project start: **Mon, 6/2/2025**

Display week: **1**

TASK	ASSIGNED TO	PROGRESS	START	END
Installation and Configuration				
Create VM Space	Client	0%	6/2/25	6/2/25
Install Appliance	UncommonX	0%	6/2/25	6/2/25
Activate Integrations	UncommonX	0%	6/2/25	6/2/25
Configure Dashboard	UncommonX	0%	6/3/25	6/3/25
Review with client	All	0%	6/3/25	6/3/25
Onboarding and Activation				
Kick off	All	0%	6/4/25	6/4/25
Runbook Selections	UncommonX	0%	6/4/25	6/5/25
Support Groups	All	0%	6/5/25	6/6/25
Comms / Meetings	All	0%	6/5/25	6/7/25
Calibration / Testing	All	0%	6/5/25	6/19/25
Ongoing Operations				
Monthly Meet Set	All	0%	6/20/25	6/20/25
Report Format Set	UncommonX	0%	6/20/25	6/20/25
System Live	UncommonX	0%	6/20/25	6/20/25
Continuous Calibration	All	0%	6/21/25	Ongoing



Competitive Differentiators

Key Features, Functions, and Differentiators	UncommonX	Other MDRs	Typical SIEM	Typical MSSP
Fast, Non-Disruptive Deployment (<1 HR)	✓	✕	✕	✕
Patented Asset Discovery – Agentless	✓	✕	✕	✕
"Inside Out" Security Risk Scoring based on NIST CSF	✓	✕	✕	✕
Contextual Event and Operations Intelligence	✓	Partial	Partial	✕
Threat Feeds (Open Source, Commercial, Proprietary)	✓	Partial	Open Source Only	✕
100s of Integrations + Native NetFlow and syslog	✓	✕	✕	✕
24/7 SOC w/ Case Management and Remediation	✓	✕	✕	Partial
Real-Time Dashboard for Security, Vulnerability, Assets	✓	Partial	Partial	✕
Incident Response (Management and Support)	✓	Partial	✕	Partial
Vulnerability Management Included	✓	✕	✕	✕
Security Assessments – Built in	✓	Partial	✕	✕
Private Cloud Infrastructure	✓	✕	✕	✕
Software Dev & 24/7 SOC – 100% US Based	✓	✕	✕	✕
Built on patented Exposure Management Platform	✓	✕	✕	✕

State and Local Government References

ELKHART COUNTY GOVERNMENT, IN

Joe Gilbert
Security Administrator
(574) 534-3541
jgilbert@elkhartcounty.com

BROWN COUNTY GOVERNMENT, WI

Ian Moriearty
Director of Information Technology
(920) 448-4079
ian.moriearty@browncountywi.gov

CITY OF GARY, IN

Michael Ofori
Chief Information Officer
(219) 881-1300
mofori@gary.gov

LANGLADE COUNTY, WI

Thomas Eldredge
IT Director
(715) 627-6235
teldredge@co.langlade.wi.us

KENOSHA COUNTY, WI

Angie Becker
Infrastructure Manager
(262) 653-2708
angie.becker@kenoshacountywi.gov

Order Form

Customer: Village of Westmont, IL
Solution: UncommonX MDR, SIEM, and SOC (Level 1)
Term of Subscription: 36 Months

MANAGED SECURITY SOLUTION – Onboarding, Licenses, and SOC Services

Item	SKU	Description	Units	Monthly Total	Annual Total
One Time Charges					
1	UX-PS-RDS	Rapid Deployment Service	1		$3,000.00
		Non-Recurring Total			**$3,000.00**
Recurring Charges					
2	UX-UXP-L1	UncommonX Solution (Level 1) Subscription includes: • Platform/Dashboard • Agentless Discovery • Real Time Alerts • 24x7x365 SOC • Relative Risk Scoring • Monthly Report	1	$6,000.00	$72,000.00
3	UX-PS-VS	Vulnerability Scan (quarterly)	1	Included	Included
		Sub Total		**$6,000.00**	**$72,000.00**
4	UX-PP-DISC	Preferred Partner Discount	1	($3,000.00)	($36,000.00)
		Annual Recurring Total		**$3,000.00**	**$36,000.00**
		36 Months Total Cost			**$111,000.00**

Solution Description: UncommonX will provide security monitoring, alerting and dashboard access from its proprietary UncommonX platform and application. Solution covers 150 full time staff and devices, 200 part time staff, 2.5 TB of data storage and maintains 30 days current data and 90 days of historical data. For user terms and conditions, refer to UncommonX "End User License Agreement" via this link.

By the signatures below, we indicate our understanding and agreement to the Terms and Conditions and Order Form for the Managed Security Service Solution.

Village of Westmont, IL

Signature	Name	Title	Date

Mindsight:

Signature	Name	Title	Date

UncommonX:

Signature	Name	Title	Date

Terms and Conditions

This agreement is made by and between UncommonX ("UncommonX"), and Village of Westmont, IL ("Customer") and reflects the binding intent of the parties. This document lays out the terms and conditions of the agreement, the scope of the agreement, and the management and governance of attached order forms, statements of work, descriptions of all services to be provided, costs, and contract term.

In consideration of the mutual terms and conditions contained herein, the parties agree as follows.

EFFECTIVE DATE AND SCOPE

Effective Date

The Effective Date of this Agreement is February 12, 2026. The term starts upon the first invoice and lasts the duration of the agreed upon term.

Scope of Agreement

This Agreement shall apply to the delivery of Information Technology services, support and functions offered on a subscription basis as further described in Order Forms and Statements of Work for licensed products and billable professional services that may be proposed under this Agreement and approved by the parties. The services and functions described in any Order Form/SOW/Schedule or services engagement are hereafter referred to as "Services." Absent the execution of an Order Form/SOW/Schedule, this Agreement does not, in and of itself, represent a commitment by Customer to receive or pay for any Services from UncommonX.

If terms of an Order Form/SOW/Schedule conflict with those of this Agreement, the terms contained in this Agreement shall prevail, except when the conflicting terms explicitly define one of the following:

- The scope of work to be performed.
- Customer responsibilities and/or project assumptions; and
- Prices and/or payment schedules.

ORDER FORM/STATEMENT OF WORK/SCHEDULES

Subscriptions and Services provided under this Agreement shall be defined in an Order Form/SOW/Schedule that is clearly associated with this Agreement. Access to SaaS

licenses offered under this agreement shall be governed by the EULA provided at product activation.

Order Form

For Managed Services and Software Solutions, onboarding services, and any other pre-packaged services, UncommonX will provide customer with an order form to authorize installation, delivery, and billing of all referenced items on the Order Form.

Statement of Work

UncommonX may, upon authorized request of customer, provide a Statement of Work (SOW) for custom services. Any such SOW shall specify the work to be completed as follows:

- By providing a Scope of Work/Schedule with a specific cost; or
- By indicating that services will be provided will be delivered on a "Time and Materials" basis and providing a maximum "not to exceed" hour total or dollar amount.

Change Orders

Any change to the obligations of either party or to any other material aspect of this Agreement or an existing Order Form/SOW/Schedule executed underneath it shall require a written Change Order signed by both parties that describes the changes and any related cost adjustments.

FEES AND PAYMENT TERMS

Customer agrees to make timely payments for all Services performed by UncommonX and amounts expended on Customer behalf under any Order Form or SOW. In the absence of specific language to the contrary, the following payment terms shall apply. All managed service contracts renew automatically for like terms unless written notice is provided to UncommonX 90 days prior to the renewal date.

Managed Services

Invoices for Managed Services engagements performed will be issued according to the terms contained in the following table.

Total Cost of Engagement	First Invoice	Subsequent Invoices
Per Order Form	At completion of set up for rapid deployment service and first year of subscription.	Charges for future years subscription plus any additional charges.

Payment Terms

Payment in full of each undisputed invoice is due 30 days after receipt by Customer (e.g., a “net30” basis).

- After the due date, any outstanding balance not the subject of a good faith dispute shall be considered overdue.
- If an outstanding balance remains overdue for more than 30 days, UncommonX may, without limitation, take one or more of the following measures:
  - Terminate all outstanding Order Forms/SOWs/Schedules
  - Suspend or discontinue any services; and/or
  - Charge interest at the rate of 1.5% per month (or the highest rate permitted by law if less) on all overdue amounts until paid or collected in full.
- Customer is responsible for all fees and costs (including reasonable attorneys’ fees, court costs and collection agency fees) incurred in seeking collection of any overdue amounts.

REPRESENTATIONS AND WARRANTIES

UncommonX makes no warranties whatsoever to and specifically disclaims all other warranties, whether written or oral, express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, or any warranties arising from course of dealing or usage of trade.

PERSONNEL

Sub-Contractors

UncommonX reserves the right to utilize sub-contractors as required to fulfill its obligations under this Agreement.

Non-Solicitation

Both parties agree not to knowingly recruit, solicit, or engage the services or employment of any of the other party’s current employees during the term of the engagement as outlined in this Statement of Work and for a period of one (1) year following end of the engagement, without the prior written permission of the other party. Notwithstanding, nothing herein shall act as a restriction on either party generally advertising or posting job and consulting opportunities and any party may engage the services of any person that responds to such general advertisings or postings.

CONFIDENTIALITY

During this Agreement, each Party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other Party. In the event the receiving party obtains Confidential Information from the disclosing Party, the receiving party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care.

Each party's Confidential Information consists of its business plans and company lists, any information the disclosing party identifies as confidential at the time of disclosure (or if in writing the disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.

The receiving party shall:

- not use the disclosing party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement.
- not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the disclosing party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the disclosing party.
- limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis; and
- be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.

Confidential Information will not include information to the extent that such information:

- is or becomes publicly available other than through any act or omission of either party in breach of this Agreement.
- was received by the receiving party from a third party that had no obligation of confidentiality to the disclosing party.
- was in the possession of the receiving Party at the time of the disclosure.
- was independently developed by the receiving Party without reference to the disclosing party's Confidential Information.
- is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the receiving party becomes legally compelled to disclose any of the information, the receiving party shall provide to disclosing party prompt notice thereof so that disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

The receiving party acknowledges and agrees that it would be difficult to fully compensate the disclosing party for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that the disclosing party will be entitled to seek injunctive relief, including without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the disclosing party's right to claim and recover damages. The obligations under this section shall survive the termination of this Agreement or any provision thereof.

LIMITS OF LIABILITY

Under no circumstances shall UncommonX or Customer be liable or any punitive or exemplary damages or any consequential, incidental, indirect or special damages (including without limitation damages for loss of use, profits, revenue, data or business) arising from, or in any way related to Services provided under terms of this Agreement, Order Form, or a Statement of Work executed underneath it or products delivered, configured or changed through those Services.

This exclusion shall apply regardless of whether such damages are sought based on breach of contract, breach of warranty, negligence, strict liability in tort, or any other legal or equitable theory.

UncommonX's and Customer's total aggregate liability arising out of or in connection with furnishing products or Services to Customer shall be limited to three (3) times the total amount paid by Customer to UncommonX for the products or Services giving rise to the claim for the preceding 12-month period. No action, regardless of form, arising out of these terms or the sale of Services to Customer hereunder may be brought against UncommonX or Customer more than one year after the date of accrual of the cause of action.

INTELLECTUAL PROPERTY RIGHTS

In all cases, all rights, title and interest, in and to intellectual property embodied in the UncommonX Product and Services and any improved, updated, modified or additional parts thereof, shall always remain the property of UncommonX or its licensors. Nothing herein shall give or be deemed to give End User any right, title or interest in or to the same except as expressly provided in this Agreement. UncommonX reserves all rights not expressly granted in this Agreement.

MISCELLANEOUS TERMS

Taxes and or Shipping Charges

Taxes and/or shipping charges are the responsibility of Customer.

Waiver

The right of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provisions thereafter.

Force Majeure

UncommonX shall have no obligation or liability whatsoever arising out of or in connection with any delay or failure to perform any of its covenants or obligations under these terms, or any loss or damage incurred by Customer as a result thereof, if such delay or failure is caused, in whole or in part, either directly or indirectly, by act of God, fire, war, riot, civil insurrection, accident, embargo, governmental priority, shortage or failure of supply of materials, strikes or other labor trouble, changes in production schedules, discontinuance of any service, decree or order of any court or government, or any other occurrence, act, cause or thing beyond the control of UncommonX.

Severability

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

Entire Agreement

This Agreement and any Order Forms/SOWs/Schedules created underneath it constitutes the entire agreement between the parties, and it supersede all prior and contemporaneous discussions, communications and agreements concerning its subject matter. No modification, amendment or waiver of the terms of this Agreement or any Order Form or Statement of Work executed underneath it is to be asserted unless specified in writing and agreed to by authorized persons from each party.

Applicable Law

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law.

Binding Effect

All rights, remedies and liabilities herein given to or imposed upon the parties shall extend to, inure to the benefit of and bind, as the circumstances may require, the parties and their respective heirs, personal representatives, successors and, insofar as these terms is assignable by the terms hereof, assigns.

Indemnification

Subject to the limits of liability, UncommonX agrees that it shall indemnify, defend and hold customer and its respective directors, officers, employees, shareholders, representatives, licensees, agents, successors and assigns and all Customer licensees of the Services harmless from and against from all liabilities, claims, losses, costs and expenses including reasonable attorneys' fees suffered or incurred by Customer as a result of any actual or threatened claims by third parties alleging (i) the Services infringe any patent or copyright or constitute an infringement of or violation of any trade secret or other proprietary right of a third party; and (ii) any defect in the development, customization, installation, or maintenance of the Services, provided Customer shall promptly notify UncommonX in writing of such claim and give UncommonX authority, information and assistance in the defense of such claim.

UncommonX

AI-Powered Exposure Management

Business Challenge

Managing distributed IT environments is an increasingly complex challenge. Organizations must secure sprawling networks, cloud infrastructure, remote endpoints, and hybrid workforces—all while defending against an ever-growing array of cyber threats. This complexity has led to an overreliance on hundreds of disparate technologies, each requiring separate configuration, management, and monitoring.

Business Impact

The result? Operational inefficiencies, security gaps, and an overwhelming burden on IT teams. To stay ahead, businesses need a unified, streamlined approach that reduces complexity, enhances security, and improves overall IT resilience.

The future of IT and cybersecurity lies in proactive exposure management. At its core, exposure management is about understanding and addressing the risks posed by every asset in an organization's environment. It goes beyond identifying vulnerabilities; it provides a framework for prioritizing risks, ensuring critical issues are addressed first.

Exposure Management

To effectively manage exposure, organizations need a structured approach. UncommonX leverages five key building blocks that work together to provide a complete view of risk across your network. The list at right shows how they function.

By integrating these elements into a single IT and security framework, organizations can move beyond the overwhelming flood of alerts and focus on what truly matters: mitigating exposure.

5 Key Building Blocks

- **Priority** identifies which assets matter most in the context of your organization.
- **Vulnerability** pinpoints weaknesses that pose the highest risk.
- **Profile** monitors for anomalies that could indicate compromise.
- **Telemetry** detects whether assets are interacting with malicious entities.
- **Controls** ensure security measures are effective and gaps are addressed.

Proactive Exposure Management, Powered by AI

UncommonX enables AI-powered discovery, classification, and detection of devices, applications, and services—contextualized by their exposure and associated risks. Its AI-driven capabilities provide high-fidelity classification of any device or application on the network, assign a risk score based on business context and the NIST CSF, and detect and isolate risks across the network. The system delivers precise and explicit remediation guidance, significantly reducing the time to assess and analyze alerts from legacy systems.

23 PATENTS AND COUNTING

The Role of AI in Exposure Management

Managing these five building blocks manually is nearly impossible—especially in today's sprawling networks. That's why UncommonX integrates AI and machine learning into its platform. AI accelerates analysis, reduces noise, and delivers actionable insights in real time. With AI, the UncommonX platform is turning data into decisions, empowering organizations to reduce exposure and stay ahead of threats.

- **Enhances** asset discovery and profiling, automating data collection and analysis.
- **Prioritizes** vulnerabilities based on real-world impact.
- **Detects** behavioral anomalies faster, reducing the time to respond.

Delivering Value Through Innovation

Our AI-powered Exposure Management Platform offers clients:

- Unique, patented, agentless discovery, analysis, and risk intelligence.
- A complete system of record for network and security events.
- Real-time assessment and detection of issues.
- Role- and group-based assignments for efficient remediation.
- A more secure network—within hours or days of implementation.

NVIDIA Inception Program

Our membership in the NVIDIA Inception Program allows us to accelerate the value we deliver to clients and the broader market. This collaboration enhances the scalability and performance of our AI-powered platform and elevates our visibility in the industry. Through the NVIDIA Inception Program, we can accelerate awareness of these capabilities and continue delivering impactful solutions to organizations worldwide.

NVIDIA Inception Program

Contact **hello@uncommonx.com** to learn how our patented, AI-powered Exposure Management platform provides complete visibility, reduces risk, and strengthens security. Visit **uncommonx.com/exposure-management** to see how we help organizations protect their networks and stay ahead of threats.

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UNCOMMONX

Village of Westmont

Purchase Order

PO Date: 2025-12-03

Bill To:

INFORMATION TECHNOLOGY
31 W QUINCY
WESTMONT, IL 60559
Email: it@westmont.il.gov
Phone: 630-981-6240 EXT 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	25204600

Vendor:

ZAF ACP Holdings LLC
ACP CreativIT LLC dba Mindsight
851 Commerce Ct
Buffalo Grove, IL 60089

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference
101642	630-981-5074		

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	UncommonX MDR, SIEM, and SOC (Level 1)				
1	UX-PS-RDS Rapid Deployment Service GL Account: 0151160 - 55031 - 1GOV $3,000.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	1.0	EACH	$3,000.00	$3,000.00
2	UX-UXP-L1 UncommonX Solution (Level 1) Subscription includes: • Platform/Dashboard • Agentless Discovery • Real Time Alerts • 24x7x365 SOC • Relative Risk Scoring • Monthly Report GL Account: 0151160 - 55031 - 1GOV $36,000.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	12.0	EACH	$3,000.00	$36,000.00

By: Spencer Parker
Authorized Signature

PO Total	$39,000.00

*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.

Village of Westmont
Monthly Treasurer's Report
For the 10 Month Period Ending October 31, 2025

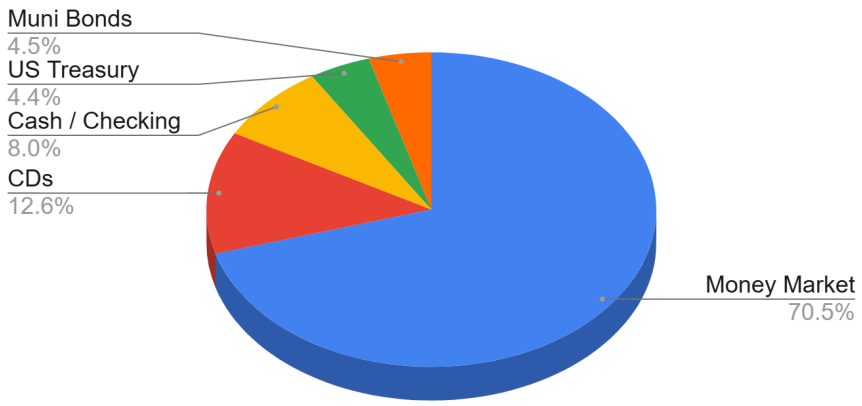
Introduction

The following analysis represents the Village's Treasurer's Report for the tenth (10) month period ending October 2025. Comparative data for the tenth (10) month period ending October 31, 2024 has been included on certain data tables. The Village's cash and financial position are strong as we move into the last few months of FY2025B.

Cash & Investment Balances

Fund	Fund Name	Cash and Investments 10/31/25	Fund	Fund Name	Cash and Investments 10/31/25
01	General Fund	$26,607,070	61	Motor Fuel Tax (MFT) Fund	$1,757,310
05	Convention & Tourism Fund	$2,807,609	62	IMRF / Social Security Fund	$1,249,233
17	Employee Benefits Fund	$0	64	Performance Bond Fund	$634,031
25	Vehicle Replacement Fund	$2,866,267	66	DEA Fund	$1,099,789
30	Capital Projects Fund	$1,261,894	68	Long Range Planning Fund	$11,453,522
33	Stormwater Fund	$7,048,658	82	TIF SWBD Fund	$824,012
36	Infrastructure Fund	$225,885	83	TIF CBD Fund	$0
41	Water Fund	$4,897,255	91	Fire Pension Fund	$1,253,612
50	Debt Fund	$486,891	-	**Grand Total**	**$64,473,038**

Cash & Investment Allocation By Type



Revenues

Major Revenue Item	FY2025B	FY2024	% Change
Property Taxes	$10,226,443	$9,775,451	4.61%
Sales Tax	$10,525,252	$9,728,096	8.19%
Water Revenue	$7,417,022	$6,891,740	7.62%
Income Tax	$3,889,337	$3,660,520	6.25%
Places for Eating Tax	$1,941,881	$1,860,004	4.40%
Non Home Rule Sales Tax	$2,312,757	$1,870,381	23.65%
State MFT	$919,835	$897,030	2.54%
Hotel / Motel Tax	$750,841	$810,934	-7.41%

Analysis:

Most Village revenue accounts shown above are showing strong growth this year compared to last year. Low unemployment, stock market performance, strong household wages and inflationary factors have produced higher spending and improved incomes in Illinois. These factors underpin the strong growth in income tax revenue and sales oriented revenues shown above. Additionally, new sales tax generating organizations like ADT and Accredo Health are welcome additions to the Village. Water rate revenues are up 7.62% overall, led by increases in water rates that went into effect in February and May 2025. Overall water consumption is up marginally over the prior year.

Expenses

Department-General Fund	FY2025B	FY2024	% Change
Police	$9,189,984	$9,120,094	0.77%
Fire & Ambulance	$6,630,164	$7,339,650	-9.67%
Public Works	$5,473,456	$5,609,389	-2.42%
Transfers	$0	$2,869,030	-100.00%
Community Development	$1,139,182	$1,208,197	-5.71%
Administration & Legislation	$1,476,487	$1,446,177	2.10%
Information Technology	$1,048,312	$1,084,727	-3.36%
Finance	$1,057,860	$1,034,178	2.29%
Human Resources	$405,678	$701,624	-42.18%
Communication	$125,070	$120,150	4.10%

Analysis:

Fire and Ambulance expenses decreased this fiscal year compared to the prior year primarily due to a required accounting entry under GASB 87 for reporting of a medical equipment lease expense of $572,682. Finally, the Human Resource Department saw significant attorney fees paid last year related to a legal matter.

Budget vs Actual by Fund

Fund	Fund Name	Budget Revenues	Actual Revenues	Variance	Budget Expenses	Actual Expenses	Variance
01	General Fund	$ 37,146,482	$ 27,514,391	$ (9,632,091)	$ 37,146,457	$ 26,546,193	$ 10,600,264
05	Convention & Tourism Fund	$ 961,185	$ 776,482	$ (184,703)	$ 1,010,648	$ 745,636	$ 265,012
17	Employee Benefits Fund	$ -	$ -	$ -	$ -	$ -	$ -
25	Vehicle Replacement Fund	$ 1,535,961	$ 113,668	$ (1,422,293)	$ 1,575,458	$ 1,402,206	$ 173,252
30	Capital Projects Fund	$ 827,803	$ 350,509	$ (477,294)	$ 7,335,750	$ 1,753,442	$ 5,582,308
33	Stormwater Fund	$ 2,448,500	$ 1,626,616	$ (821,884)	$ 5,441,100	$ 2,789,161	$ 2,651,939
36	Infrastructure Fund	$ -	$ 225,885	$ 225,885	$ -		$ -
41	Water Fund	$ 14,905,723	$ 7,657,619	$ (7,248,104)	$ 19,600,686	$ 12,450,705	$ 7,149,981
50	Debt Fund	$ 2,340,665	$ 13,255	$ (2,327,410)	$ 2,220,975	$ 2,223,235	$ (2,260)
61	MFT Fund	$ 637,356	$ 865,509	$ 228,153	$ 2,135,000	$ 1,283,007	$ 851,993
62	IMRF / Social Security Fund	$ 2,064,029	$ 1,700,782	$ (363,247)	$ 2,380,462	$ 1,815,167	$ 565,295
63	MFT Rebuild Fund	$ -	$ -	$ -	$ -	$ -	$ -
64	Performance Bond Fund	$ -	$ -	$ -	$ -	$ -	$ -
66	DEA Fund	$ 289,885	$ 174,869	$ (115,016)	$ 102,725	$ 66,354	$ 36,371
68	Long Range Planning Fund	$ 539,640	$ 361,586	$ (178,054)	$ 2,212,414	$ -	$ 2,212,414
82	TIF SWBD Fund	$ 789,957	$ 704,468	$ (85,489)	$ 771,640	$ 193,109	$ 578,531
83	TIF CBD Fund	$ 2,483,000	$ 1,240,282	$ (1,242,718)	$ 2,483,000	$ 878,799	$ 1,604,201
91	Fire Pension Fund	$ 58,790	$ 203,609	$ 144,819	$ 5,350	$ 7,121	$ (1,771)
	Grand Total	**$ 67,028,976**	**$ 43,529,532**	**$ (23,499,445)**	**$ 84,421,665**	**$ 52,154,133**	**$ 32,267,532**

VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

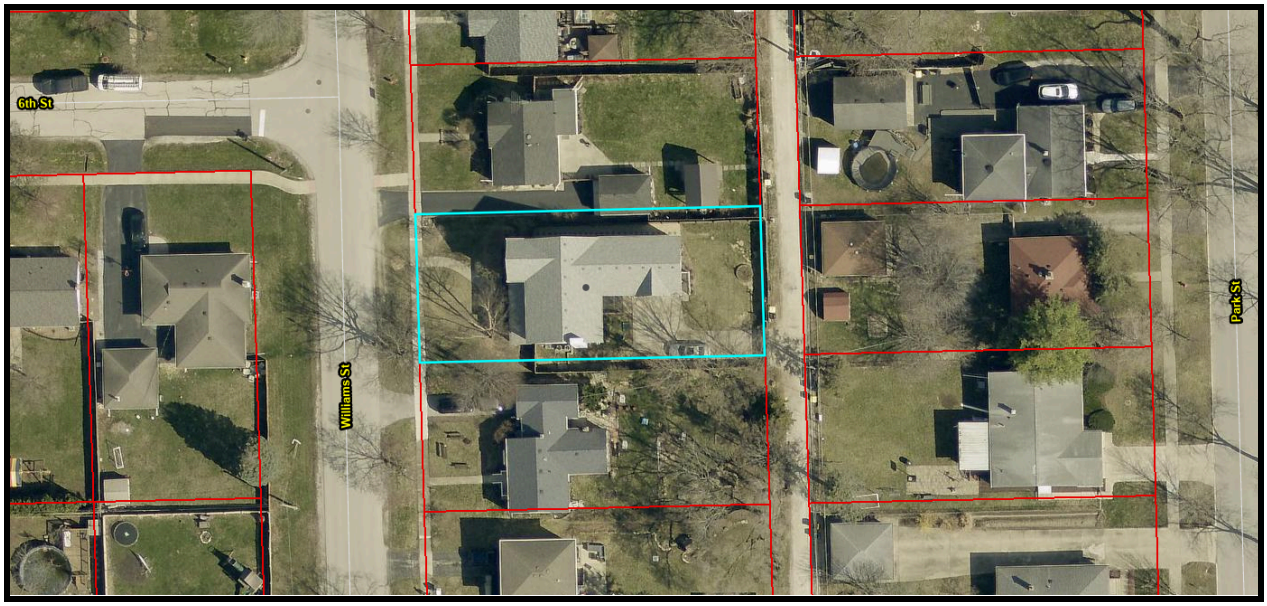
Item for Board of Trustees Consideration:
Board to consider an ordinance approving a request from Matthew and Karen Robare, for the property at 225 South Williams Street, Westmont, Illinois, 60559, for the following:

1. Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Unit Residential District for a deck

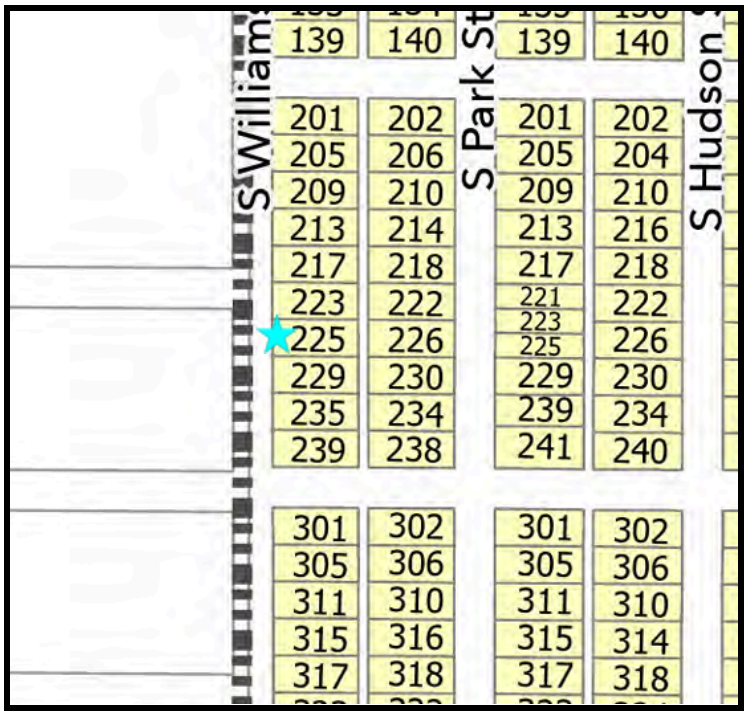
Planning & Zoning Commission recommendation:
At its meeting on November 12, 2025, the Planning & Zoning Commission recommended approval of the variance request for a lot coverage up to 42% (6-0, one vacancy).

I. BACKGROUND OF ITEM

A. Location: 225 South Williams Street is located south of the intersection of South Williams Street and 6th Street. The property is improved with a single-unit detached home and attached garage. The lot is approximately 60' by 140', with a total area of approximately 8,400 square feet.



Aerial Map - 225 South Williams Street (source: DuPage County Parcel Viewer)



Zoning Map - 225 South Williams Street

B. Zoning Designations:

SUBJECT PROPERTY:	R-3 Single-Unit Residential District
ADJACENT PROPERTIES:	
North, South, and East:	R-3 Single-Unit Residential District
West (Village of Downers Grove):	R-4 Residential Detached House 4

C. Neighborhood Characteristics

The property is located in the Westmont 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 are around 9,000 square feet in area, except for the lots in the western 1/3, which are slightly smaller around 8,400 square feet. The subject lot is located in the western 1/3 of the subdivision with a lot area of 8,400 square feet.

II. PETITIONER REQUEST:

The petitioners propose to construct a 225.1 square foot deck where an existing 87.57 Square Foot wood landing/brick walkway exists. This construction would raise the property's lot coverage from approximately 39.9% to 41.6%, which exceeds the 40% maximum allowed in the R-3 Single-Unit Residential District for this property. Therefore, the petitioners are requesting a variance to a maximum lot coverage of 41.6%, rounded to up 42%.

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-Unit Residential 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-Unit Residential District for a deck.

Lot coverage is defined as the following per Chapter 95, Section 16.08:

Lot coverage: *Lot coverage is measured as the percentage of a lot covered by buildings, structures and permanent impervious surfaces.*

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.

Chapter 95, Section 2.05 - Lot and Building Regulations			
Maximum Lot Coverage Permitted	**Proposed Lot Coverage**	**Difference (Proposed - Existing)**	**Existing Lot Coverage**
40%	~ 42% (rounded up from 41.6%)	~ 1.6%	~ 39.9%
3,360 Square Feet	~3,493 Square Feet	~137 Square Feet	~3,356 Square Feet

The proposed deck is located at the rear entrance of the home. Due to the existing side loading attached garage, a large portion of the backyard is covered by a curved driveway connected to the alleyway. Please note that while the deck plans indicate a size of 217 square feet, the Village calculates the overall deck size for lot coverage purposes from the farthest corner of the deck's construction, including railings and stairs. This calculation results in a total of approximately 225 square feet.

Chapter 95, Section 2.05 states that 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. Though this property is eligible for administrative approval to 40%, the petitioners are requesting a lot coverage of 42% (rounded up from 41.6%), which can only be approved through a variance. The proposed increase in lot coverage is approximately 1.6% or ~137 square feet.

The proposed deck complies with all zoning bulk and development regulations outlined in Chapter 95 - Zoning with the exception of the total lot coverage. Please note that properties on the west side of Williams Street are located with the Village of Downers Grove which calculates lot coverage differently.

Should the variance be approved, the Village's engineering consultant does not anticipate that there would be an adverse impact to drainage on the site as the proposed deck is considered a pervious

surface. Therefore no recommendation to alter the plans has been provided. The engineering comments have been attached to this report.

IV. SUMMARY

The petitioners are seeking a variance for lot coverage, proposing to build a 225.1 square foot deck in place of an existing 87.57 square foot wood deck landing/brick walkway. This construction would increase the lot coverage from approximately 39.9% to 41.6%, exceeding the 40% maximum permitted in the R-3 Single-Unit Residential District. Therefore, a variance is requested to allow a maximum lot coverage of 41.6%, rounded up to 42%.

Variance Standards

The Variance Standards, detailed below, must be applied to this request. It is important to note that these standards have been updated following the comprehensive amendments to the Zoning Ordinance earlier this year.:

(H) ***Standards and Review Criteria:*** *No variance may be approved or recommended for approval unless authorized review and decision-making bodies have made findings of fact based upon the evidence provided by the applicant the variance being sought satisfies each of the standards set forth in this section (Sec. 14.06(H)).*

(1) ***Particular Hardship or Practical Difficulty:*** *The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would create a particular hardship or a practical difficulty.*

(2) ***Unique Physical Condition:*** *The applicant must demonstrate that the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the subject lot rather than the personal situation of the current owner of the lot.*

(3) ***Not Self-Created:*** *The applicant must demonstrate that the unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner before acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action for which no compensation was paid.*

(4) ***Denied Substantial Rights:*** *The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would deprive the subject property owner of substantial rights commonly enjoyed by owners of other lots subject to the same regulation.*

(5) ***Not Merely Special Privilege:*** *The applicant must demonstrate that the alleged particular hardship or practical difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from use of the subject property.*

(6) ***Zoning Ordinance and Comprehensive Plan****: The applicant must demonstrate that the variance would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes of this zoning ordinance and the comprehensive plan.*

(7) ***Essential Character of the Area:*** *The applicant must demonstrate that the variance would not result in a use or development of the subject property that:*

(a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity;

(b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;

(c) Would unduly increase the danger of flooding or fire;

(d) Would unduly tax public utilities, facilities, or services in the area; or

(e) Would endanger the public health or safety.

(8) ***No Other Remedy:*** *The applicant must demonstrate that there is no means other than the requested variance by which the alleged hardship or practical difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.*

V. LEGAL

A. Notification: legal notice was published in Westmont Suburban Life on October 23, 2025

B. Code References: Chapter 95, Sections 2.05 and 14.06.

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the October 23, 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 PZC):
   a. Planning and Zoning Development Application, received September 11, 2025
   b. Narrative and responses to the Variance Standards
   c. Site Plan
   d. Contractor proposal prepared by Royal Deck
   e. Plat of Survey
   f. Affidavit of Title

VILLAGE OF WESTMONT – PLANNING & ZONING COMMISSION ENGINEERING REVIEW

PROJECT	CASE NO.	REVIEW NO.	STATUS
225 S. Williams Street – Lot Coverage Variance	PZC 020 2025	-	-

EZA Engineering received the following permit submittal documents on September 16, 2025:

DOCUMENT	PREPARED BY	SHEETS	DATE
PZC Application	Robare	15	9-9-25
Deck Plans	Royal Deck	5	7-2-25

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

The proposed deck would increase the lot coverage to 41.6%. Village staff does not have the authority to grant administrative approval for lot coverage over 40.0%.

STORMWATER IMPACTS

The proposed deck is considered a pervious surface. Therefore, no adverse impact to drainage is anticipated.

RECOMMENDATION

Engineering has no objection to the proposed deck resulting in a lot coverage of 41.6%.

Certificate of the Publisher

Westmont Suburban Life

Description:PZC 225 S WILLIAMS ST
2279973

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
10/23/2025

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
23rd day of October, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074602 Amount $97.10

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, November 12, 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 Matthew and Karen Robare, for the property at 225 South Williams 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 deck.

PIN: 09-09-415-007
More Common Location: 225 South Williams Street, Westmont, Illinois, 60559
Village Code(s) Applicable: Chapter 95, Sections 2.05; 14.06.

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 Oct. 23, 2025) 2279973

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 12, 2025

PZC 020-2025: Mathew and Karen Robare, 225 South Williams Street, Westmont.

Request for a variance to exceed the maximum lot coverage allowed in the R-3 Single-Unit Residential District for a proposed deck.

(1) Particular Hardship or Practical Difficulty

The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would create a particular hardship or a practical difficulty.

FINDINGS: Petitioners purchased the property with the existing lot coverage of nearly 40% and with only a small rear deck that was in poor condition that provides outdoor living space. Without this variance, Petitioners would be unable to add any living and functional leisure space of note. Petitioners are unable to remove or alter existing improvements (except at great expense) to reduce the existing lot coverage in order to accommodate the proposed deck.

(2) Unique Physical Condition

The applicant must demonstrate that the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the subject lot rather than the personal situation of the current owner of the lot.

FINDINGS: The property is unique in that the builder placed a curved driveway in the rear yard off the alley with a side entrance into the garage. The driveway takes up a sizeable portion of the rear yard and contributes greatly to the existing lot coverage. Additionally, the lot area of 8,400 square feet is smaller than the typical lot size of 9,000 square feet in the immediate area.

(3) Not Self-Created

The applicant must demonstrate that the unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner before acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action for which no compensation was paid.

FINDINGS: Petitioners purchased the property with all existing improvements, including the large driveway in the rear yard. The Petitioners were not made aware of the existing lot coverage of nearly 40% when they purchased the property. The Petitioners have not increased the lot

coverage since they purchased the property, and Petitioners did not subdivide/create this lot.

(4) Denied Substantial Rights

The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would deprive the subject property owner of substantial rights commonly enjoyed by owners of other lots subject to the same regulation.

FINDINGS: Surrounding properties all have livable outdoor space in the form of decks, patios, or similar improvements. Most surrounding properties are located on lots that are larger than Petitioner's property. The existing deck contains only 87.57 square feet. This deck is in poor condition and requires replacement. The existing small deck does not offer the typical or needed outdoor living space enjoyed by surrounding properties. Without this variance, the Petitioners would not be able to enjoy the same functional outdoor living space as surrounding properties.

(5) Not Merely Special Privilege

The applicant must demonstrate that the alleged particular hardship or practical difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from use of the subject property.

FINDINGS: There is a heightened awareness of the benefits that come from outdoor living and functional outdoor living spaces. Having a functional deck to accommodate the Petitioner's family and guests is not a special privilege or a lavish and unnecessary amenity. Petitioner is proposing a modest-sized deck of 225.1 square feet, which will accommodate Petitioner's reasonable needs and which is consistent with the livable outdoor space of surrounding properties.

(6) Zoning Ordinance and Comprehensive Plan

The applicant must demonstrate that the variance would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes of this zoning ordinance.

FINDINGS: The proposed deck is consistent with single-family residential use allowed in the zoning district, and the deck is intended for the Petitioner's personal use, enjoyment, privacy, and well-being.

(7) Essential Character of the Area

The applicant must demonstrate that the variance would not result in a use or development of the subject property that:

(a) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the

vicinity;

(b) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;

(c) Would unduly increase the danger of flooding or fire;

(d) Would unduly tax public utilities and facilities in the area; or

(e) Would endanger the public health or safety.

FINDINGS: The proposed deck would not be detrimental to the public welfare and it would not adversely impact the use, enjoyment, development, or value of surrounding properties. The deck is intended for the Petitioner's private enjoyment of Petitioner and it is a common feature of single-family homes. It will enhance the usability of the property and it is consistent with the outdoor living spaces of surrounding properties. The deck is modest in size and only slightly elevated off of the ground, and it will not impair light or air to surrounding properties. The deck is considered pervious material, and it will not increase the danger of flooding. The proposed composite deck will not increase the risk of fire. The deck will not impact public utilities and facilities in any manner. The deck will not endanger the public health or safety.

(8) No Other Remedy

The applicant must demonstrate that there is no means other than the requested variance by which the alleged hardship or practical difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

FINDINGS: The Petitioner is unable to decrease the size of the driveway. The full width of this curved driveway is needed to safely and efficiently access the side-entrance garage. Relocating the attached garage and reducing the size of the driveway is not economically feasible or otherwise practical or beneficial. The property contains a modest front porch, but it is not feasible for the Petitioner to eliminate or reduce the size of this front porch as it is tied to the roofline of the house. The front porch is not a suitable alternative to a new rear deck as the front porch does not offer privacy or sufficient and functional outdoor living space for a family and guests.

Petitioner

Petitioner Name:	Karen and Matt Robare	**Property Owner Name:**	Karen and Matt Robare
Petitioner Address:	225 S. Williams St	**Owner Address:**	225 S. Williams St
City, State and Zip	Westmont, IL 60559	**City, State and Zip:**	Westmont, IL 60559
Phone:	[redacted]	**Phone:**	[redacted]
Email:	[redacted]	**Email:**	[redacted]

Subject Property

Property Address (Subject Property):				225 S. Williams St.			
Property Identification Number(s) PIN(s):				09-09-415-007			
Lot Width	60	**Lot Depth**	140	**Lot Area:**	8,400	**Lot Acreage:**	
Current Zoning:		R-3		**Current Use:**		Residence	
Description of Request/Project Title:				225 S. Williams Deck Installation			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): ***Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.***				LOT 14 IN BLOCK 21 IN WESTMONT, A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF SOUTHEAST ¼ AND PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.			

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the ***Application fees are non-refundable*** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Karen Robare Matthew Robare

Print Name of **Petitioner**

Signature of **Petitioner** and Date 09/10/2025

OWNER SIGNATURE
***(if different than the petitioner)*:**

Print Name of **Property Owner**

Signature of **Property Owner** and Date

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

Application for Variance

In some cases, properties may not be able to meet the strict standards of the zoning ordinance due to unique conditions. In these cases, an exception to the rule, called a variance, can be requested and granted when particular conditions are met. The petitioner has the responsibility of justifying the request to both the Planning and Zoning Commission and the Village Board. There is a set of standards for variances and the applicant must demonstrate a hardship that they did not create.

Proposed Project and Variance Details

State the scope of the work and indicate the specific variation you are requesting. Attach such diagrams, drawings or other information as may be useful to the Planning and Zoning Commission and Village Board in understanding your variation. You must indicate the specific sections of the Village's Zoning Ordinance for which the variation is sought. Please consult Village staff for confirmation.

We are looking to replace a small deck at the end of its useful life that bridges the gap from our backdoor to ground level with a larger deck along the edge of our house to improve the usability of the space for leisure while capitalizing on the privacy of the backyard.

Request for a variance to Chapter 95, Sec. 2.05

Findings of Fact

The Village of Westmont is obligated to make specific findings of fact for all variance applications according to the Village Zoning Ordinance and Illinois State Statutes. The Planning and Zoning Commission must find evidence that the request meets the eight standards of variance defined in the Village's Zoning Ordinance. **Applicants are REQUIRED to submit written evidence and/or analysis of the standards for EACH variance below.** Additionally, **applicants are strongly encouraged to review the standards of variance in preparation of a defense for their variance request** during the Planning and Zoning Commission public hearing.[1] If multiple variances are being requested, respond to **each standard separately.** Attach as many sheets as necessary.

[1] *Standards for Variations pursuant to Chapter 95 - Zoning, Sec. 14.06(H) Standards and Review Criteria*

1. **Practical Hardship or Practical Difficulty:** The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would create a particular hardship or particular difficulty.

Without this variance, we are unable to alter our backyard to add any livable and functional space. It would be incredibly difficult to alter other square footage on our lot to accommodate for a new deck.

2. **Unique Physical Condition:** The applicant must demonstrate that the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the subject lot rather than the personal situation of the current owner of the lot.

Our lot is unique in that the driveway was put in the back of the home taking up much of the yard. The builders of the home also used all available lot coverage allotment for the building of the home without considering the use of the backyard and the related privacy.

3. **Not Self-Created:** The applicant must demonstrate that the unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner before acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action for which no compensation was paid.

The unique situation we are in was not purposely created and was not known to us as buyers previously.

4. **Denied Substantial Rights:** The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would deprive the subject property owner of substantial rights commonly enjoyed by owners of other lots subject to the same regulation.

When purchasing this home, we always intended to add livable space to the backyard, as that does not currently exist. All of our neighbors have usable outdoor living space, and we feel this deck would fit in with the aesthetic of our neighborhood.

5. **Not Merely Special Privilege:** The applicant must demonstrate that the alleged particular hardship or practical difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from use of the subject property.

The main intention for our variance application is to add a deck for our personal enjoyment. Due to the layout of the home and driveway, a variance is our only reasonable way to achieve the use of private outdoor space that we'd like to have.

6. **Zoning Ordinance & Comprehensive Plan:** The applicant must demonstrate that the variance would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes of the zoning ordinance and the comprehensive plan.

We have no intention of using the space for anything other than personal enjoyment.

7. **Essential Character of the Area:** The applicant must demonstrate that the variance would not result in a use or development of the subject property that (1) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity, (2) would materially impair an adequate supply of the light and air to the properties and improvements in the vicinity, (3) would unduly increase the danger of flooding or fire, (4) would unduly tax public utilities, facilities, or services in the area, or (5) would endanger the public health or safety.

This variance will not impact any of the matters listed.

8. **No Other Remedy:** The applicant must demonstrate that there is no means other than the requested variance by which the alleged hardship or practical difficulty can be avoided or remedies to a degree sufficient to permit a reasonable use of the subject property.

The deck in the front of the house does not offer any privacy, and it would be incredibly difficult and costly to decrease the size of the front deck as it shares the roofline with the home.

Matthew and Karen Robare
225 S. Williams St.
Westmont, IL 60559

September 9, 2025

Westmont Planning and Zoning Commission,

We are writing to request a variance for our property, a single-family home located in Westmont, IL, to add a deck to increase the functionality and livability of the backyard. As residents of Westmont since 2021, we were thrilled to purchase our second residence and first single-family home in October of 2024, with the hopes of making improvements to the property over time. We look forward to living in Westmont for years to come.

When purchasing this home, we always intended to add livable space to the backyard. Unfortunately, we were not aware of our house's lot coverage ratio with regard to the limitations imposed by the village. Our lot is unique as it was previously a smaller home that was torn down and rebuilt in 2007/2008 with the driveway fully enclosed within the backyard. We are looking to replace a small deck at the end of its useful life that bridges the gap from our backdoor to ground level with a larger deck along the edge of our house to improve the usability of the space for leisure while capitalizing on the privacy of the backyard. The deck we are proposing to build would increase our lot coverage to 41.8%, up from the current 40.0% approved when the home was built. As the deck is already due to be replaced, we would love to extend the deck along our house and expand it large enough to be used by the household and guests.

We plan to use Trex Decking with a reputable company performing the installation. We are very excited about the opportunity to use our backyard to the fullest and continue to improve our house to its highest potential.

Thank you for your time and consideration.

Respectfully,
Karen and Matt Robare

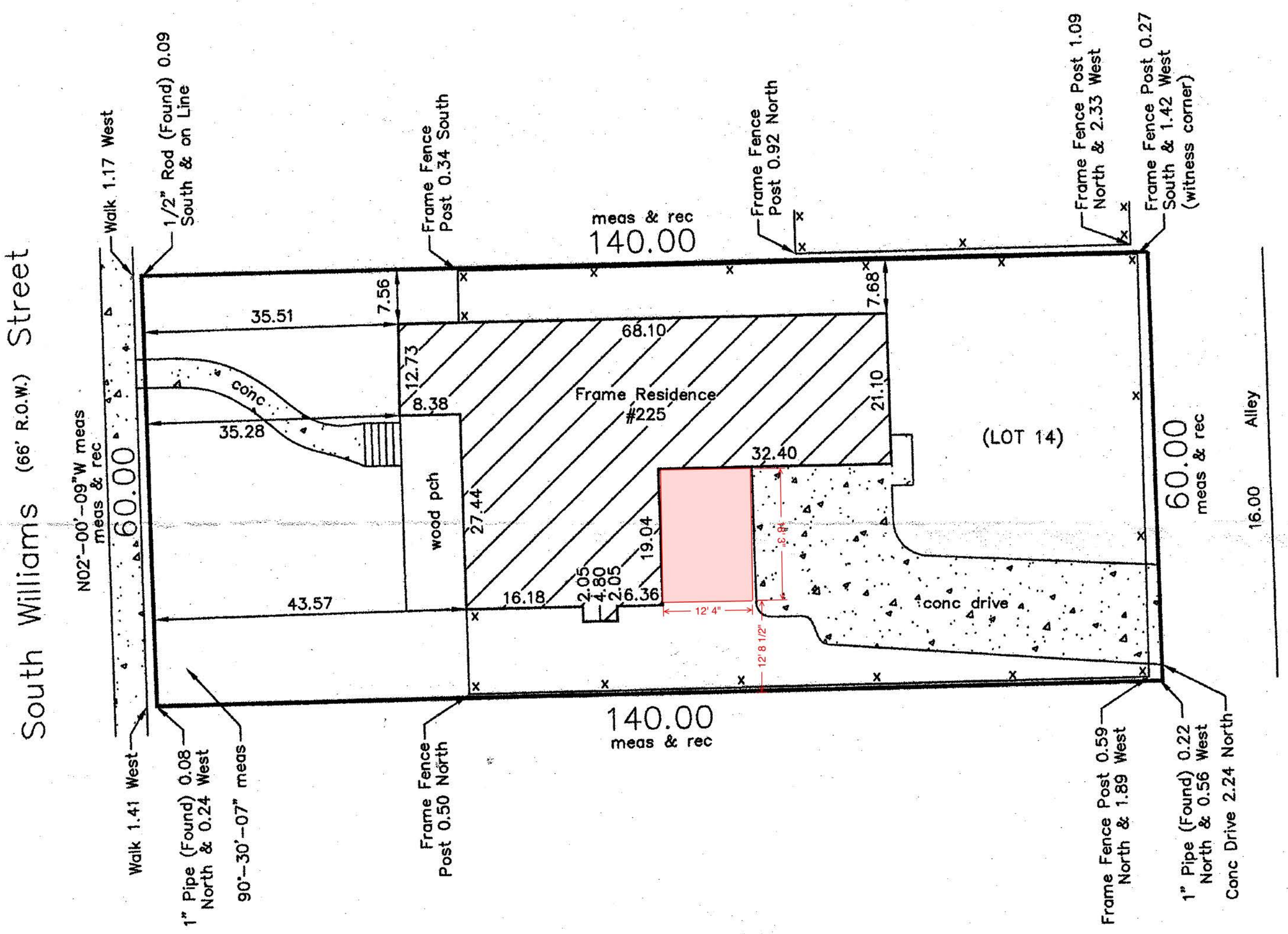
KABAL SURVEYING COMPANY
Land Surveying Services

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Plat of Survey

Lot 14 in Block 21 in Westmont, being a subdivision by Arthur T. McIntosh and Company of Southeast ¼ and part of East ½ of Northeast ¼ of Section 9, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

Address: 225 South Williams Street, Westmont



LEGEND
R.O.W. = right-of-way, E = East
rec = record, N = North, W = West
meas = measured, S = South
pch = porch, conc = concrete

Area of property is approximately 8,400 square feet

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed September 4, 20 24

Scale: 1 inch =	20 ft.
Order No.	241692
Ordered By:	Donatelli & Coules, Ltd.

Mitchell P. Balek
035-003250
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
Westchester, Illinois

ORIGINAL SEAL IN RED

Measured bearing shown hereon are based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS }
COUNTY OF COOK } s.s.

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2024

CONSTRUCTION SPECIFICATIONS

GENERAL: ALL MATERIALS SHALL BE INSTALLED IN A WORKMANLIKE MANNER AND THE METHODS BE WITHIN THE HIGHEST STANDARDS OF THE APPLICABLE CONSTRUCTION TRADE. ALL WORK SHALL MEET OR EXCEED PROVISIONS OF ALL GOVERNING CODES AND ORDINANCES. THE DRAWINGS ARE GENERAL IN NATURE. IT IS INTENDED THAT THE CONTRACTOR ADJUST DIMENSIONS, MATERIALS AND METHODS OF CONSTRUCTION TO PROPERLY ADAPT THE WORK TO THE SITE CONDITIONS

EXCAVATOR: EXCAVATE FOR ALL FOUNDATION WORK TO DEPTH BELOW GRADE REQUIRED BY LOCAL CODE. FOOTINGS SHALL REST ON UNDISTURBED EARTH.

CONCRETE: SOLID CONCRETE MASONRY UNITS OR MIN 3.000# STRENGTH CONCRETE OF A SIZE SUFFICIENT TO SPREAD THE IMPOSED FOUNDATION LOAD ON THE BEARING SOIL IN ACCORDANCE WITH CODE REQUIREMENTS.

CARPENTRY: ALL WOOD SHALL BE #2 OR BETTER SOUTHERN YELLOW PINE, PRESSURE-TREATED WITH NON-ARSENICE BASED PRESERVATIVE, OF NOMINAL SIZES DETAILING INDICATED ON THE DRAWINGS OR BY CODE.

METALS: ALL HARDWARE SHALL BE HOT-DIPPED GALVANIZED OR OTHER NONCORROSIVE. FINISH AND SHALL BE OF A SIZE AND SPACING SUFFICIENT TO CARRY OR TRANSMIT THE INTENDED STRUCTURAL LOAD IN ACCORDANCE WITH GOVERNING CODES AND APPLICABLE STRUCTURAL STANDARDS. FINISH HARDWARE SHALL BE NON-CORROSIVE AND SUITABLE FOR EXTERIOR APPLICATIONS.

ANALYSIS OF 2x8 CANTILEVERED DECK JOISTS

CALCULATIONS ARE BASED ON THE FOLLOWING DATA:
- 60 PSF LIVE LOAD
- 10 PSF DEAD LOAD
- #2 SYP, FB (ALLOWABLE BENDING STRESS) 925 PSI - E = 1.1 E6 PSI
- CANTILEVER LENGTH 2'-0" MAX.
- BASE SPAN 13'-1" MAX.
- JOIST SPACING 12" OC
- DEFLECTION LIMITED TO L/240

CALCULATED BENDING STRESS = 398 PSI < 925 PSI OK
DEFLECTION = 13'-1" X 8"/240= 0.43" (104 < 240 OK)

THE CALCULATIONS INDICATE SUCH AN APPLICATION IS ACCEPTABLE AND SATISFIES THE DESIGN SPECIFICATIONS OF THE WESTERN WOOD PRODUCTS ASSOCIATION.

ANALYSIS OF 2x10 CANTILEVERED DECK JOISTS

CALCULATIONS ARE BASED ON THE FOLLOWING DATA:
- 60 PSF LIVE LOAD
- 10 PSF DEAD LOAD
- #2 SYP, FB (ALLOWABLE BENDING STRESS) 907 PSI E = 1.1 E6 PSI
- CANTILEVER LENGTH 3'-0 MAX.
- BASE SPAN 8'-o" TO 11 '-o"
- JOIST SPACING 1 2" oe
- DEFLECTION LIMITED TO L/240

CALCULATED BENDING STRESS = 654 PSI < 907 PSI OK
DEFLECTION = 0.07 = L/1402 FOR 8'-0 BASE SPAN DEFLECTION = 0.26" = L/503 FOR 11 '-0" BASE SPAN

THE CALCULATIONS INDICATE SUCH AN APPLICATION IS ACCEPTABLE AND SATISFIES THE DESIGN SPECIFICATIONS OF THE WESTERN WOOD PRODUCTS ASSOCIATION.

UPLIFT AND UPLIFT RESISTANCE

FOR THESE CALCULATIONS THE "WORST CASE" COLUMN (LONGEST SPAN AND LARGEST CONTRIBUTING AREA) WAS USED. THE DECK WAS CONSIDERED A FLAT ROOF, TABLE 1609.4.3 OF THE IBC IS FOR A ROOF WITH MEAN HEIGHT OF 30 FEET LOCATED IN EXPOSURE B. TABLE R301.2(3) OF THE IRC LISTS THE LOWEST MEAN ROOF HEIGHT AT 15' WITH AN ADJUSTMENT COEFFICIENT OF 1.00. THIS DECK IS AVERAGE +/-1' - 9"ABOVE GRADE. DESIGN WIND SPEED - 115 MPH.

UPLIFT
DECK CONTRIBUTING AREA = 7' - 8" x 7' - 10" = 60.1 SF

UPLIFT WAS INTERPOLATED FROM TABLE 1609.6.2.1(1), VERTICAL LOAD, INTERIOR ZONE, WINDWARD ROOF, LOAD DIRECTION - LONGITUDINAL.
110MPH = -16.0 120MPH = -19.1 115MPH = -17.55
60.1 SF x 17.55PSF = 1054# UPLIFT

RESISTANCE TO UPLIFT

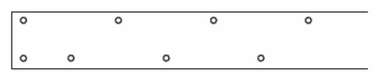
THE MASCORE METAL POST HAS AN ALLOWABLE WORKING LOAD FOR UPLIFT RESISTANCE OF+/- 4800#.

DEAD LOAD 60.1 SF x10#/SF= 601#

MASCORE METAL POST	4800
HEADLOK	640
DEAD LOAD	601

TOTAL 6041 OK

DOUBLE AND MAX. 16" O.C. FOR JOISTS SPANNING MORE THAN 8'



4" STARBORN STRUCTURAL F23 LEDGER/MULTI BOLTS SPACED - STAGGERED - AS PER MFG. TABLE BELOW.

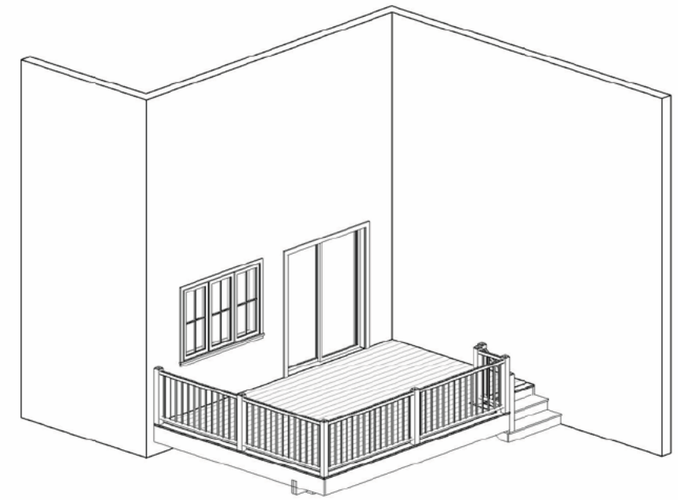
LEDGER BOLT PATTERN DETAIL NTS

BASED ON 60#LL, S. PINE LEDGER AND 2x LUMBER HOUSE RIM JOIST

JOIST LENGTH (SPAN FROM LEDGER)	ON CENTER SPACING
6'-0" OR LESS	17"
+6'-0" TO 8'-0"	13"
+8-0" TO 10'-0"	10"
+10'-0" TO 12'0"	8"
+12'-0" TO 14'-0"	7"
+14'-0" TO 16''-0"	6"

THE MASCORE METAL POST INSTALLER WILL PROVIDE A FIELD REPORT DETAILING AND ATTESTING TO THE LOCATION OF EACH HELICAL PILE, IT'S DEPTH, THE ACHIEVED TORQUE AND THE BEARING CAPACITY IN RELATION TO THE TORQUE

A COPY OF THIS REPORT WILL BE PROVIDED TO THE CONSTRUCTION OFFICIAL.



GENERAL INFORMATION

USE GROUP R-5
CONSTRUCTION TYPE 5B

DESIGN LOADS

LIVE LOAD	60#/sf
DEAD LOAD	10#/sf
TOTAL LOAD	70#/sf

DESIGN WIND SPEED - 115 MPH.
AREA = 217 SF

BUILDING CODES

2021 INTERNATIONAL BUILDING CODE IL ED.
2021 INTERNATIONAL EXISTING BUILDING CODE IL ED.

ALTERNATE CONCRETE FOOTING SIZES

LOAD IN LBS	DIAM
0-2137#	14"
2138-2799#	16"
2800-3533#	18"
3534-4362#	20"
4363-4809#	21"
4810-5279#	22"
5280-5770#	23"
5771-6283#	24"
6284-6817#	25"
6818-7374#	26"

NOTE:
1. VARIOUS UNMOVABLE OBSTACLES SUCH AS SEPTIC LINES, LARGE ROCKS, ETC., MAY PRECLUDE A HELICAL PIER. A CONCRETE FOOTING MAY BE SUBSTITUTED FOLLOWING THE TABLE ABOVE.
2. FOOTINGS ARE 8" DEEP AT MIN. 42" BELOW GRADE. CONTRACTOR SHALL HAVE OPTION TO USE ALTERNATE CONCRETE FOOTINGS OVER HELICAL PILES

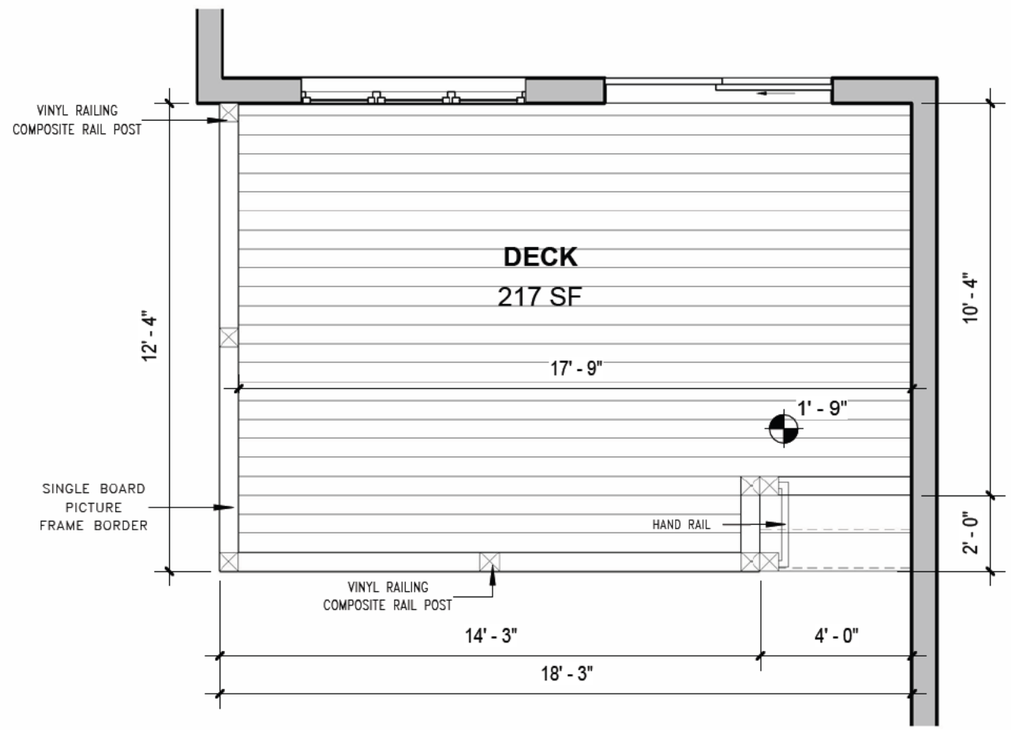
SHEET 1 - NOTES & SPECS
Karen Robare
225 South Williams Street
Westmont, IL 60559
07/02/25 6:35:35 PM

SEAL

ROYAL DECK
924 W 75TH ST
UNIT 120-129
NAPERVILLE IL 60565
manager@myroyaldeck.com

Royal Deck

FASTEN 5/ 4X6 TREX DECKING W/ HIDDEN FASTENERS



1 DECK PLAN
1/4" = 1'-0"

– DECK ELEVATION FROM GRADE

SHEET 3 - DECK PLAN
Karen Robare
225 South Williams Street
Westmont, IL 60559
07/02/25 6:35:36 PM

SEAL

ROYAL DECK
924 W 75TH ST
UNIT 120-129
NAPERVILLE IL 60565
manager@myroyaldeck.com

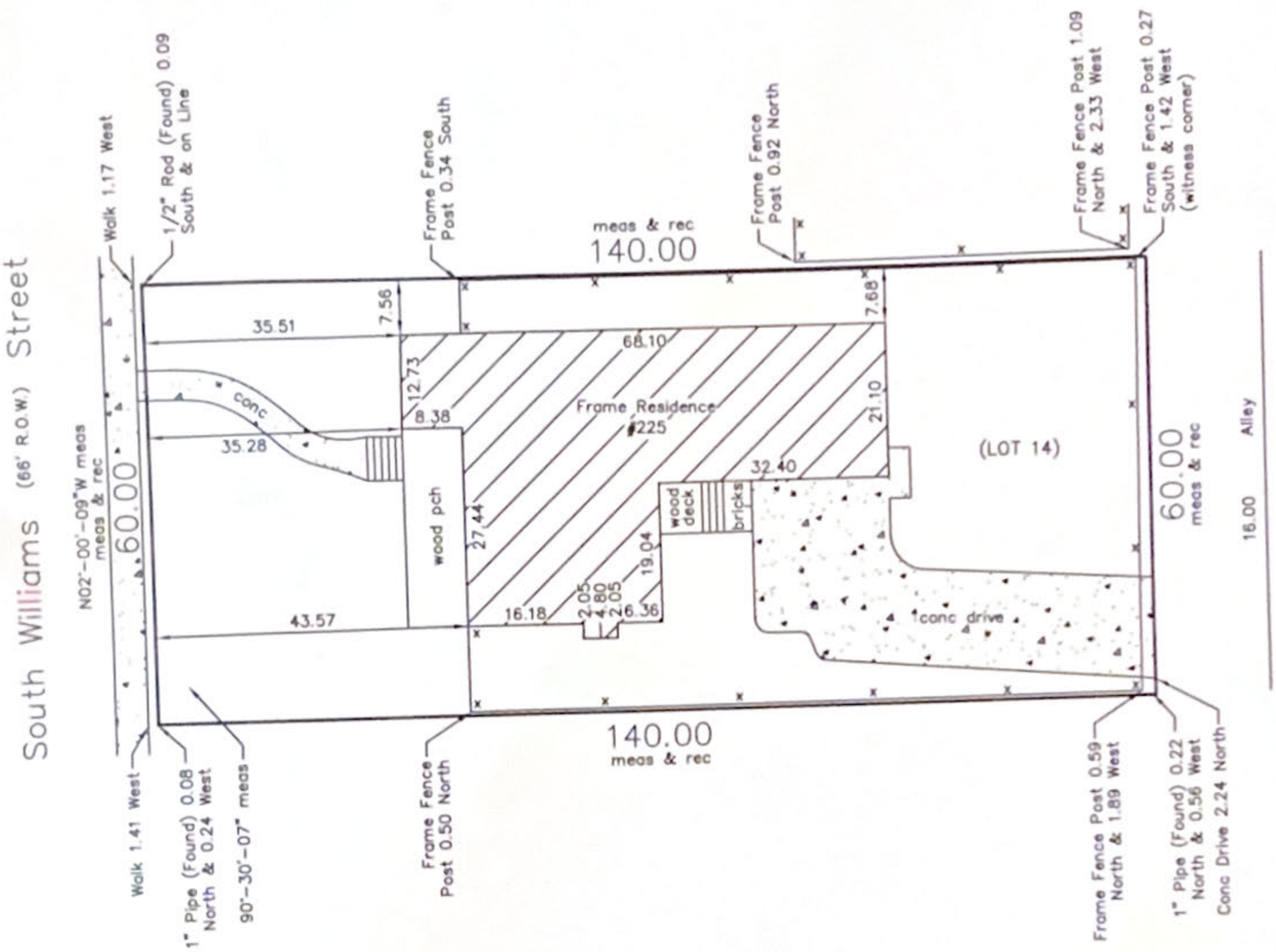
Royal Deck

KABAL SURVEYING COMPANY
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Plat of Survey

Lot 14 in Block 21 in Westmont, being a subdivision by Arthur T. McIntosh and Company of Southeast ¼ and part of East ½ of Northeast ¼ of Section 9, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

Address: 225 South Williams Street, Westmont



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Mitchell P. Balek
035-003250
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
Westchester, Illinois

ORIGINAL SEAL IN RED

Measured bearing shown hereon are based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurement

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2024

2024-02863-PT

WARRANTY DEED
(INDIVIDUALS TO INDIVIDUALS)

THE GRANTORS, John Krebs and Holly Krebs, husband and wife,

of the Village of Westmont, County of DuPage, State of Illinois, for and in consideration of Ten and no/100 Dollars and other valuable consideration in hand paid,

CONVEY and WARRANT to

Matthew Robare and Karen Robare,
husband and wife, as tenants by the entirety,

the following described Real Estate situated in the County of DuPage in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

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

Permanent Real Estate Number(s): 09-09-415-007
Address of Real Estate: 225 S. Williams Street, Westmont, IL 60559

DATED this 22nd day of October, 2024.

_____(SEAL) _____(SEAL)
John Krebs Holly Krebs

State of Illinois, County of DuPage ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Krebs and Holly Krebs are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and acknowledge that they signed, sealed and delivered the said instrument as their 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 this 22nd day of October, 2024.

_____ "OFFICIAL SEAL"
Notary Public LUKE D. BLACKMON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/29/2025

Prepared by: Patrick C. McGinnis, Esq., Donatelli & Coules, Ltd., 15 Salt Creek Lane, Suite 312, Hinsdale, Illinois 60521

Mail To: Send Subsequent Tax Bills To:

[redacted] [redacted]

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: _____

PROJECT NAME: JA RE ENTERPRISES LLC DBA LIT SMOKES

Subject Property Street Address: 101 W Ogden Unit B Westmont IL 60559

PIN Number(s): _____

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

Petitioner (and corporation if applicable): Ahmad Joudeh JA RE ENTERPRISES LLC

Address: [redacted]

Phone: [redacted]

Email: [redacted]

Relationship of Petitioner to Property Owner: Leasee

PROJECT DESCRIPTION: We are proposing a change of use for the commercial property located at 101 W Ogden Avenue Westmont, IL. The site previously operated as a bakery and is currently vacant. The proposed project will repurpose the existing building for a new tobacco retail establishment.

This business will focus on the lawful sale of tobacco products and related accessories, with no on-site consumption. The proposed use will not involve any exterior structural changes to the building, and all interior improvements will comply with local building and health codes.

We believe this retail use aligns with the commercial character of Ogden Avenue and will help revitalize a currently underutilized property, contributing to the local economy and job market.

PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):

Property owner(s): WL Property Acquisitions LLC - 101 Ogden

Address: [redacted]

Phone: [redacted]

Email: mi@lovemylincoln.com

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

Property owner(s): Ahmad Joudeh

Address: [redacted]

Phone [redacted]

Email: [redacted]

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: Ahmad Joudeh Manager

Signature: Ahmad Joudeh

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 2nd DAY OF September, 2025

Notary Public

OFFICIAL SEAL
MURAD I ATIEH
Notary Public, State of Illinois
Commission No. 995393
My Commission Expires
August 16, 2028

OWNER SIGNATURE:

Type or print name: _____

Signature: _____

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20 _____

_____
Notary Public

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: _____

Signature: _____

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20 _____

_____
Notary Public

OWNER SIGNATURE:

Type or print name: PROPERTY ACQUISITIONS LLC

Signature: _____ MANAGER

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

_____
Notary Public

OFFICIAL SEAL
DIANA K KIRILOVA
Notary Public - State of Illinois
Commission No. 1008030
My Commission Expires April 8, 2029

Operational Narrative for Lit Smokes - 101 W Ogden Avenue, Westmont, IL

Anticipated Staffing

Lit Smokes is expected to employ approximately 3 to 5 employees. The team will include:

- A Store Manager responsible for overall operations and compliance,
- Retail Sales Associates to assist customers and maintain the retail floor,
- Part-Time Staff to support operations during peak traffic hours and weekends.

Staffing levels will be adjusted based on daily foot traffic, seasonal patterns, and operational demands.

Hours of Operation

To provide a seamless experience for customers and complement the neighboring Star Buds dispensary, Lit Smokes will adopt identical hours of operation:

- Monday through Sunday: 8:00 AM to 10:00 PM

This schedule supports optimal accessibility for patrons and encourages co-visitation between both establishments.

Drive-Thru Operations

The Drive-Thru at the site will be utilized exclusively for the sale of non-tobacco products to individuals aged 21 and over, in compliance with applicable regulations. This will provide a safe, efficient, and regulated service option for eligible customers seeking convenience.

All tobacco and vape products will be sold exclusively inside the store. Customers seeking these products will be required to enter the physical premises to ensure proper ID verification and

compliance with local and state requirements.

Lease Obligations

Star Buds will remain fully and primarily obligated under the Lease for all payment and performance obligations associated with the premises. This includes full responsibility for:

- Timely rent payments,
- Maintenance and upkeep duties,
- Ensuring compliance with all terms and conditions set forth in the lease agreement.

This arrangement ensures that the property remains under a single responsible party from a leasing and compliance perspective, supporting a stable and professional business operation.

Commitment to Compliance and Community

Lit Smokes is committed to:

- Maintaining a professional and compliant retail environment,
- Operating in full alignment with local and state regulations,
- Positively contributing to the commercial ecosystem of the Village of Westmont.

Through responsible practices and a customer-focused approach, Lit Smokes aims to serve as a valued retail neighbor alongside Star Buds.

General Compliance Statement

We respectfully submit this statement to confirm that the proposed use at **101 W Ogden Avenue, Suite B** has been reviewed under the same zoning compliance standards as the neighboring cannabis dispensary. The dispensary underwent a full proximity review as part of its special use approval process, which included verification that no schools (excluding nursery schools) were located within 1,000 feet of the premises.

As our proposed retail operation is located immediately adjacent to the previously approved dispensary, the same geographic and zoning conditions apply. Therefore, our site remains in full compliance with the 1,000-foot separation requirement, and no additional schools are located within that radius.

This precedent demonstrates that our proposed use is consistent with Village zoning requirements, and we respectfully request consideration of this confirmation in support of our application.

Sincerely,
Ahmad Joudeh
JAK LLC

(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.

The proposed operation of Lit Smokes will not be detrimental to or endanger public health, safety, morals, comfort, or general welfare. The business will comply with all state and local laws governing tobacco sales, including age restrictions and security measures. No on-site consumption will be allowed, and the store will maintain a clean, professional appearance. Located in a commercial area, Lit Smokes will contribute positively to the local economy by creating jobs and generating sales tax, while operating in a manner that is safe, respectful, and compatible with the surrounding community.

(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.

The proposed special use for Lit Smokes will not be injurious to the use and enjoyment of surrounding properties, nor will it substantially diminish or impair property values. The store will operate within an existing commercial zone and maintain a professional, clean, and compliant retail environment. No disruptive activity, loitering, or on-site consumption will occur. All signage and operations will conform to Village codes, ensuring compatibility with neighboring businesses and a positive presence within the commercial district.

(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 Lit Smokes will not impede the normal and orderly development or improvement of surrounding properties for permitted uses. The proposed use is consistent with the commercial zoning of the area and will occupy an existing commercial space without altering surrounding land use patterns. The business will operate respectfully and in compliance with all applicable regulations, supporting continued commercial vitality and encouraging complementary development in the district.

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

Adequate utilities, access ways, drainage, and other necessary facilities have been or will be provided for Lit Smokes. The proposed location is within an existing commercial development

that is already fully served by public infrastructure, including water, sewer, electricity, and stormwater management. No additional public improvements will be required to accommodate the proposed tobacco retail use.

(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.

Adequate measures have been taken to ensure safe and efficient ingress and egress for Lit Smokes, minimizing traffic congestion on public streets. The site is accessible from existing driveways designed for commercial use, with sufficient parking and circulation space to accommodate customer flow. The proposed use is low-impact and will not generate excessive traffic beyond what is typical for a small retail store.

(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.

The proposed special use for Lit Smokes will conform to all applicable regulations of the zoning district in which it is located. No variances are anticipated, and all operational, design, and signage elements will comply with Village codes. Should any modifications be necessary, they will be addressed through the proper channels and in accordance with recommendations from the Planning and Zoning Commission and the Village Board.

Response to Special Condition 6

In response to **Special Condition 6** outlined in the Village of Westmont's review comments dated August 27, 2025:

"Such special use may be permitted provided that no buildings or outdoors portions of the lot containing such use are located within 1,000 feet of a school (not to include nursery schools)."

We confirm that the subject property at **101 W Ogden Avenue, Suite B** is not located within 1,000 feet of any school, excluding nursery schools. A location analysis has been conducted, and it verifies that the property meets the required separation distance.

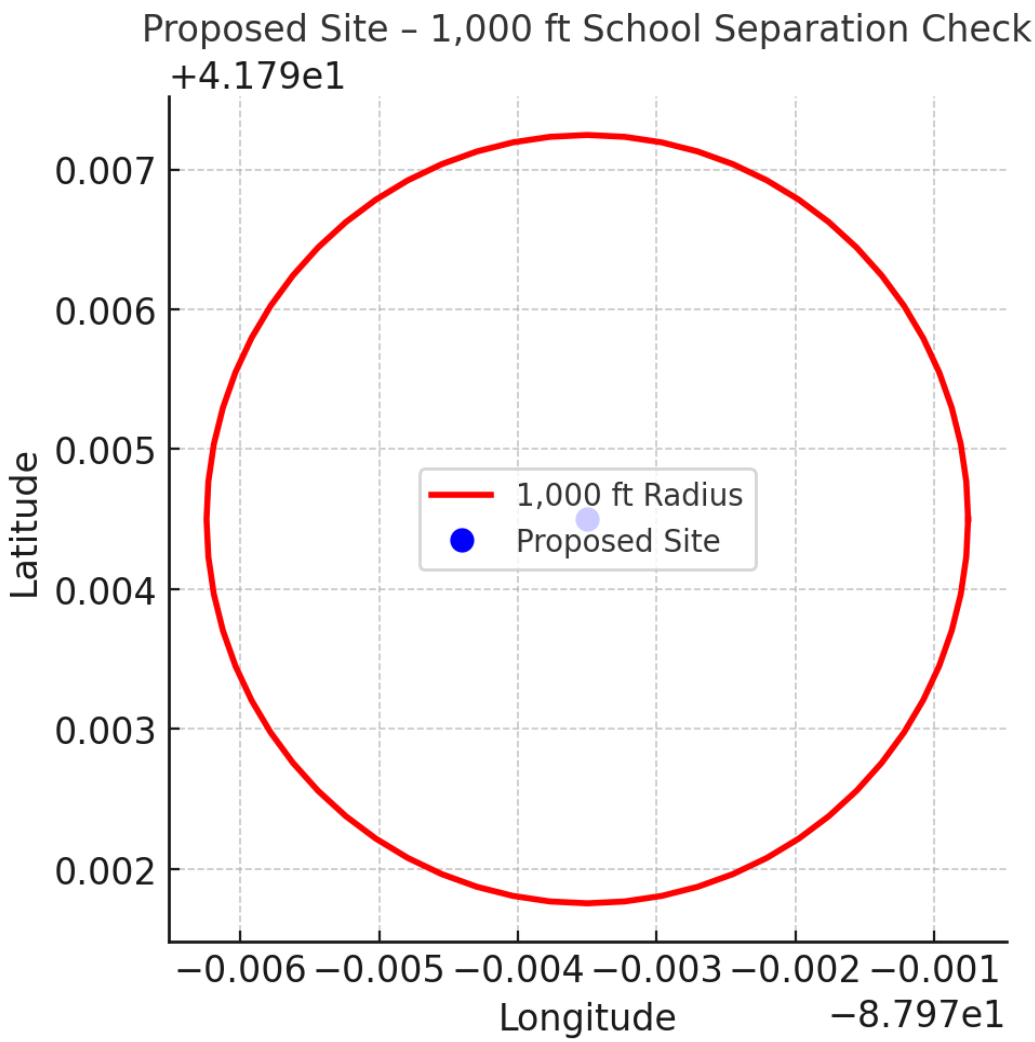
As noted, the adjacent cannabis dispensary underwent the same review and was approved under this condition, further demonstrating that the location complies with the Village's zoning requirements.

Accordingly, the proposed special use is in full compliance with **Special Condition 6**.

Sincerely,
Ahmad Joudeh
JAK LLC

Exhibit A – School Separation Verification

This exhibit provides a visual confirmation that the proposed site at **101 W Ogden Avenue, Suite B, Westmont, IL** complies with Special Condition 6, which requires that no portion of the use be located within 1,000 feet of a school (excluding nursery schools). The map below shows the subject property (blue point) and the 1,000-foot buffer zone (red circle). No schools are located within the buffer.



Property Use Authorization Letter

August 5, 2025

Village of Westmont
Community Development Department
31 W Quincy Street
Westmont, IL 60559

Subject: Property Use Authorization for 101 W Ogden Avenue, Westmont, IL

To Whom It May Concern,

I, Michelle Edmonds, as the Manager of WL Property Acquisitions LLC – 101 Ogden, the entity that owns the property located at 101 W Ogden Avenue, Westmont, Illinois, hereby provide my written consent for the use of the above-referenced property as a tobacco store.

This letter serves to confirm that I have reviewed the proposed business use and have no objections to a tobacco store operating at this location. I understand that the proposed use may require review and approval by the Village of Westmont and support the applicant's efforts to move forward in the permitting and licensing process.

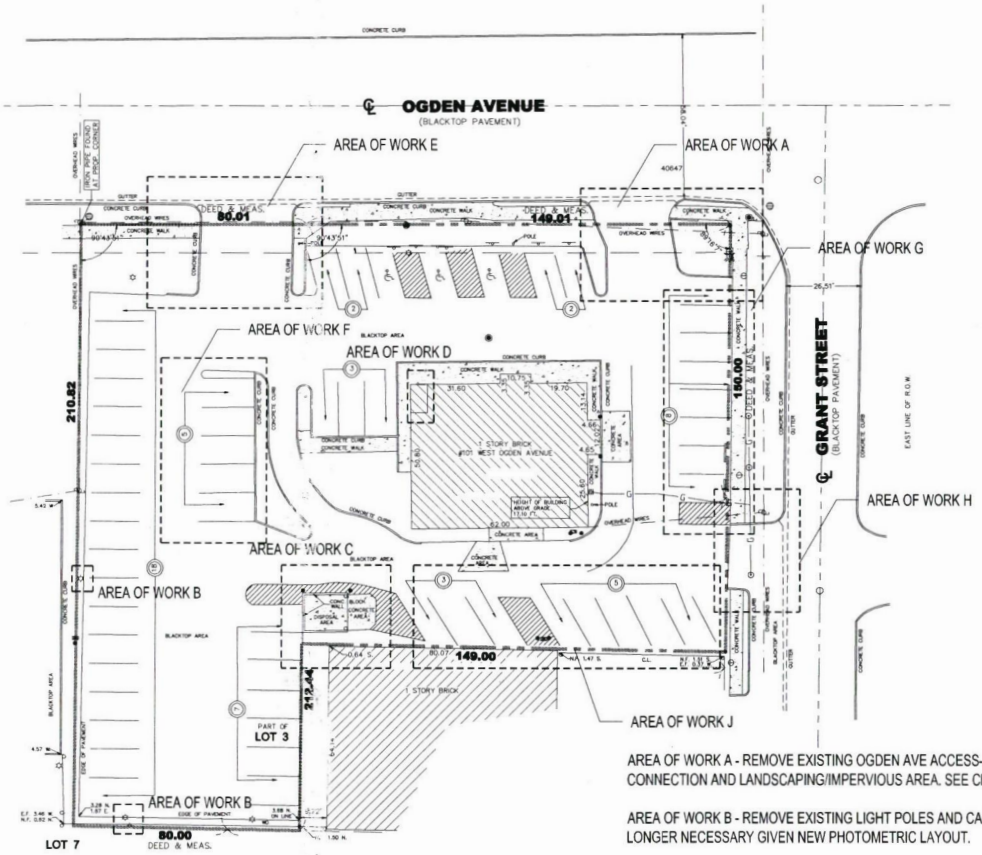
Please feel free to contact attorney Joseph A. Neveril at (630) 670-5412 should you require any further information or documentation in support of this matter.

Sincerely,

Michelle Edmonds
Manager
WL Property Acquisitions LLC – 101 Ogden
[redacted]

Signature: Michelle Edmonds
Michelle Edmonds (Aug 6, 2025 14:08:38 CDT)

Date: Aug 06, 2025



1 EXISTING SITEPLAN
1" = 20' - 0"

EXISTING SITEPLAN SHOWN ABOVE-
SEE CIVIL PLANS FOR DETAILED INFORMATION
PERTAINING TO FINAL LAYOUTS , PARKING COUNTS,
AND AREAS OF WORK SHOWN ABOVE

AREA OF WORK A - REMOVE EXISTING OGDEN AVE ACCESS- PROVIDE NEW SIDEWALK CONNECTION AND LANDSCAPING/IMPERVIOUS AREA. SEE CIVIL AND LANDSCAPE PLANS.

AREA OF WORK B - REMOVE EXISTING LIGHT POLES AND CAP AT BASE. LOCATIONS NO LONGER NECESSARY GIVEN NEW PHOTOMETRIC LAYOUT.

AREA OF WORK C - REMOVE EXISTING DUMPSTER ENCLOSURE - NO STRUCTURES WITHIN EASEMENT. SEE ELEVATIONS AND DETAILS FOR ENCLOSURE INFORMATION. SEE CIVIL FOR NEW LOCATION.

AREA OF WORK D- NEW FIRE SPRINKLER ROOM DOOR WILL BE ADDED TO CORNER OF BUILDING- TBD FOR ACCESS FROM EXTERIOR.

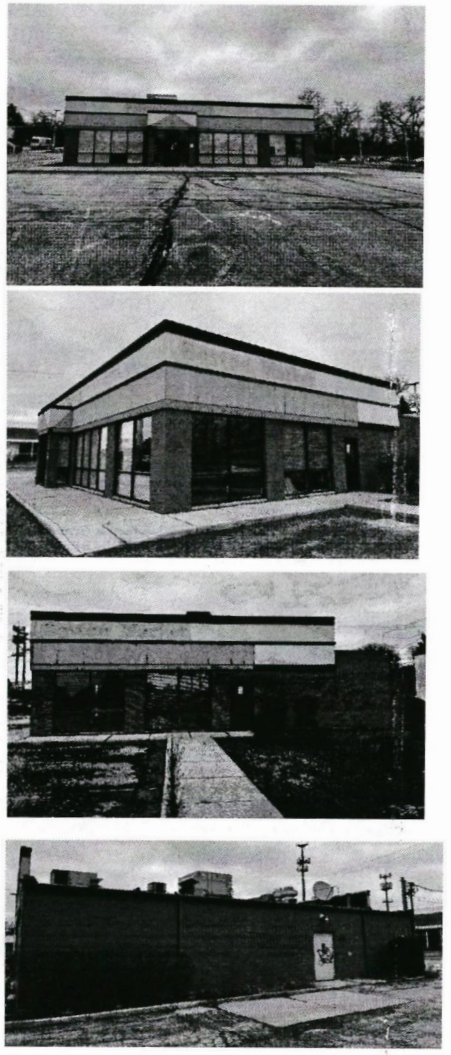
AREA OF WORK E- OGDEN AVE ENTRANCE/EXIT TO BE WIDENED TO ALLOW LEFT/RIGHT TURN EXIT AND SINGLE ENTRANCE

AREA OF WORK F- PARKING AND ISLAND TO BE REMOVED

AREA OF WORK G- PARKING AREA TO BE REVISED TO ANGLED PARKING FOR BETTER FLOW PAST DRIVE THRU

AREA OF WORK H- GRANT STREET EXIT WIDENED AND LEFT TURN ONLY CURB ADDED

AREA OF WORK J- REMOVE PARKING THIS SIDE



2 EXISTING SITE CONDITIONS
NTS

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NO	BY	DATE	DESCRIPTION
1	BG	8-28-24	RESTMONT PLAN REVIEW
2	BG	9-13-24	RESTMONT PLAN REVIEW 2
3	BG	10-23-24	FILL CHANGE
4	BG	11-15-24	MECHANICAL UNIT CHANGE P.C. SR/VCF REVISION
5	BG	4-11-25	WESTMONT HEALTH DEPT REVIEW
6	BG	5-24-25	OWNER REVISIONS
7	BG		
8			
9			
10			

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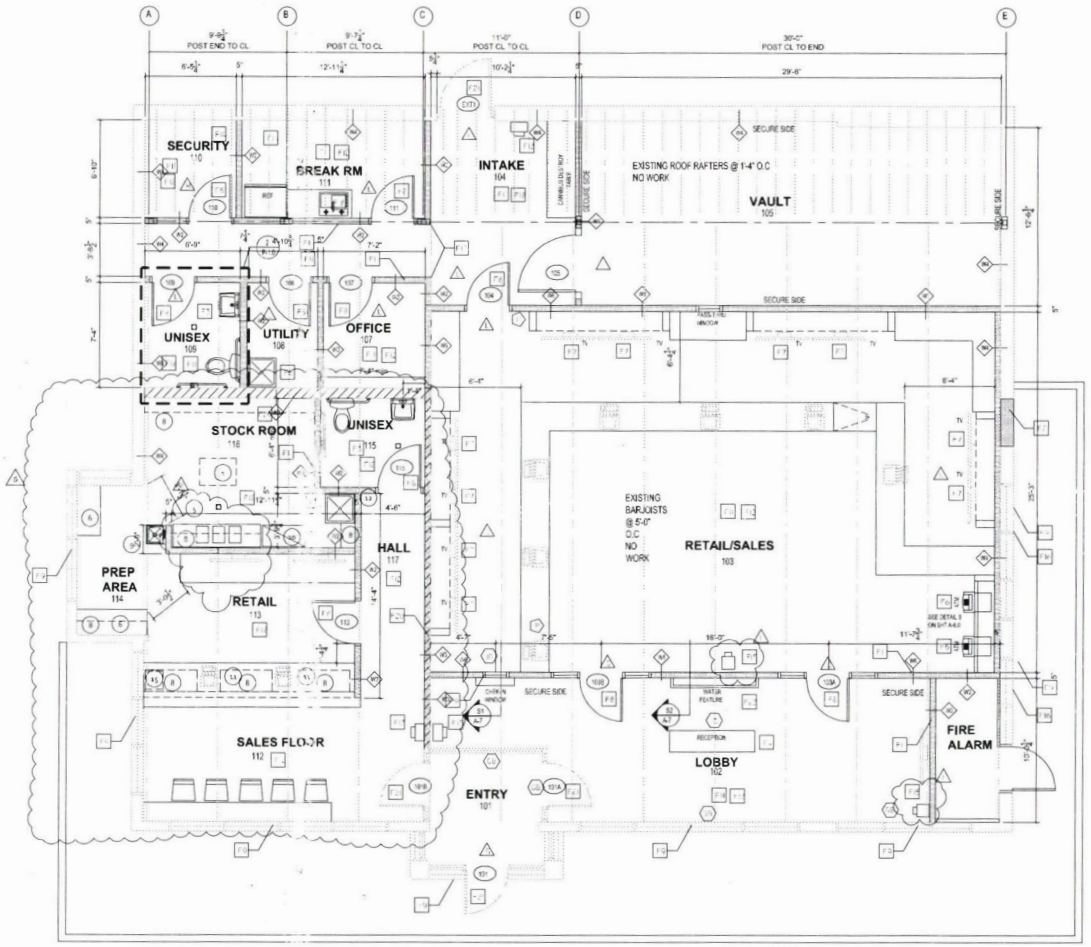
STARBUDS & LIT SMOKES
101 W. OGDEN AVE.
WESTMONT, IL 60559

BR DESIGN & ARCHITECTURE

PROJECT ARCHITECT: BG	DATE: 6-11-24
DRAFTPERSON: BG	SCALE: AS NOTED
APPROVED:	
PREPARED FOR: STARBUDS DISPENSARY LIT SMOKES	
LOCATION:	
JOB NUMBER:	

SHEET NUMBER:
A-0.1 of



1 FLOOR PLAN
1/4" = 1' - 0"

FLOOR PLAN NOTES:

F1. PROVIDE NEW NON-LOAD BEARING INTERIOR WALL AS SHOWN. SEE WALL SECTION DETAILS ON A-7.0 FOR FURTHER INFO OF WALL AND FINISH REQUIREMENTS.
F2. PROVIDE NEW RESTAURANT EQUIPMENT PER SCHEDULE. SEE ELECTRICAL/PLUMBING DRAWINGS FOR FURTHER DETAIL.
F3. EXISTING SINGLE USER RESTROOM. SEE PLUMBING DRAWINGS FOR FURTHER INFO ON ANY NEW FIXTURES AND ACCESSORIES.
F4. PROVIDE NEW RECEPTION COUNTER (BY OWNER). ROUTE POWER AND DATA THROUGH SIDE WALL OR IN SLAB IN CONDUIT TO P.O.S LOCATIONS. COUNTERTOP HEIGHT TO BE 34" MAX AFF.
F5.NEW MOP SINK. MOUNT HEAVY DUTY MOP RACK AT SIDE WALL. VERIFY/PROVIDE FRP UP TO 4'-0" ON SURROUNDING WALLS. SEE WALL TYPES ON A-7.0
F6. PROVIDE NEW ATM (BY OWNER). PROVIDE POWER AND DATA.
F7. PROVIDE NEW TV MOUNTED AT LOCATIONS SHOWN. PROVIDE SOLID BLOCKING WITHIN WALL CAVITY. TV TO BE OWNER PROVIDED. PROVIDE POWER AND DATA TO EACH LOCATION.
F8. PROVIDE NEW PREHUNG INTERIOR DOOR. SEE DOOR SCHEDULE.
F9. EXISTING GLASS AND ALUMINUM STOREFRONT WITHIN EXISTING STRUCTURAL ROUGH OPENING.
F10. CONTRACTOR TO VERIFY WITH TENANT ON REQUIRED PAINT COLORS.ALL EXISTING WALL SURFACES SHALL BE REPAIRED, PATCHED, AND PAINTED WITH TENANT SELECTED COLORS.
F11. PROVIDE NEW FLOORING AT LOCATIONS SHOWN. SEE ROOM FINISH SCHEDULE FOR FINISH AND LOCATIONS.
F12. GENERAL CONTRACTOR TO PROVIDE NEW 10# TYPE A/B60C FIRE EXTINGUISHER. FINAL LOCATION TO BE DETERMINED BY FIRE MARSHAL AT TIME OF INSPECTIONS. HAVE UNIT AVAILABLE WITH PROPER TAGS AND MOUNTING HARDWARE DURING WALK-THRU.
F13. ELECTRICAL PANEL LOCATION- SEE ELECTRICAL DRAWINGS FOR FURTHER INFORMATION.
F14. EXISTING EXTERIOR DOOR. VERIFY WORKING ORDER AND PROPER VERTICAL ALIGNMENT.
F15. PER SECTION 890.720 ILLINOIS PLUMBING CODE - PROVIDE BOTTLED WATER COOLER AT THIS LOCATION.

EQUIPMENT NOTES:

1. ALL FOOD SERVICE EQUIPMENT IS TO BE COMMERCIAL AND MEET THE STANDARDS REGARDING DESIGN, MATERIALS, AND WORKMANSHIP OF THE NATIONAL SANITATION FOUNDATION INTERNATIONAL (NSF). AN NSF OR OTHER RECOGNIZED TESTING AGENCY EQUIPMENT MUST HAVE NSF SEAL. UNMARKED EQUIPMENT MAY NOT MEET THE STANDARDS AND REQUIRE REFURBISHMENT.
2. INSTALL TABLE-MOUNTED EQUIPMENT ON 4" LEGS. PORTABLE EQUIPMENT SHALL WEIGHT LESS THAN 75 LBS. AND CONTAIN NO RIGID UTILITY CONNECTIONS. TABLE MOUNTED EQUIPMENT PADS SHALL BE AT LEAST 6 APART FOR CLEANING ACCESS.
3. FLOOR MOUNTED EQUIPMENT SHALL BE INSTALLED ON 6" CASTERS. CASTOR SHALL BE OF COATED STEEL AND HAVE COMMERCIAL GRADE UTILITY CONNECTIONS THAT ARE SMOOTH AND FLEXIBLE WITH QUICK DISCONNECTS. CASTERS MUST MEET NSF STANDARDS. CONNECTIONS MUST BE LONG ENOUGH TO MOVE THE EQUIPMENT SO THAT THE AREA BEHIND EQUIPMENT CAN BE CLEANED.
4. INSTALL EQUIPMENT - OTHER THAN PORTABLE EQUIPMENT WITH SUFFICIENT SPACE BETWEEN ADJACENT EQUIPMENT, FLOORS, WALLS, CABINETS, AND CEILINGS TO FACILITATE PROPER CLEANING. FLOOR-MOUNTED EQUIPMENT INSTALLED ON LEGS MUST HAVE A MINIMUM FLOOR CLEARANCE OF 6" (CLEARANCE SHALL BE MEASURED FROM THE LOWEST OBSTRUCTION UNDER THE PIECE OF EQUIPMENT).
5. THE EQUIPMENTS DIMENSIONS DETERMINE THE SPACE NEEDED FOR CLEANING ACCESS.
A. MAINTAIN 6" OF SPACING WHEN THE AREA TO BE CLEANED IS LESS THAN 4 LONG.
B. MAINTAIN 18" OF SPACING WHEN THE AREA TO BE CLEANED IS 4' LONG OR GREATER.
6. 100% SILICONE CAULK SHALL BE USED TO SEAL CLEANABLE TRIM AREAS INCLUDING SPACES BETWEEN NON-PORTABLE EQUIPMENT, ACCESS TO CABINET VOIDS, AROUND PIPES, AND WALL-MOUNTED EQUIPMENT. THE SILICONE BEAD MUST BE SMOOTHED AND COVED 3/4" RADIUS.
7. SEAL ALL SPACES BETWEEN FLOORING AND WALL INTERFACES THAT ARE LARGER THAN 1/32" AND SMALLER THAN 6". SEAL ALL GAPS, VOIDS AND PROTRUSIONS USING SILICONE CAULK OR TRIM THAT MEETS THE FINISH MATERIAL STANDARD.
8. KEEP ALL EXPOSED UTILITY LINES TO A MINIMUM. ALL EXPOSED LINES SHALL MAINTAIN CLEARANCES OF AT LEAST 6" FROM FINISHED FLOOR AND AT LEAST 1/2" AWAY FROM WALLS AND CEILINGS.
9. ALL MILLWORK (CABINETRY) IN FOOD AND BEVERAGE AREAS (SELF SERVICE AREAS, FRONT COUNTERS) TO BE STAINLESS STEEL OR SOLID SURFACE (PLASTIC LAMINATE IS NOT APPROVED). TOE KICK IF INSTALLED HAS TO BE MAGNETIC CLIP ON ETC REMOVABLE.

STORAGE AREA NOTES:

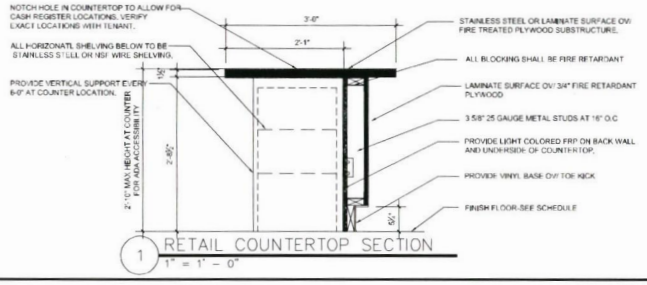
1. ALL KITCHEN SHELVING MUST MEET NSF STANDARDS. SHELVES SHALL BE CONSTRUCTED OF STAINLESS STEEL, NO ALTO HAVE SMOOTH, EASILY CLEANABLE, NON-ABSORBANT SURFACES. GALVANIZED IS NOT ALLOWED.
2. ALL SHELVING MUST MEET NSF STANDARDS. ALL SHELVING INSTALLED IN REFRIGERATORS MUST BE RUST RESISTANT METAL OR OTHER APPROVED MATERIAL. THE MAXIMUM HEIGHT OF A BOTTOM SHELF ABOVE THE FLOOR IS 6" MIN.

KEYTAG LEGEND:

- ID CHECK LOCATION
- LIMITED ACCESS AREA
- GENERAL ACCESS AREA
- RESTRICTED ACCESS AREA
- GLASS BREAK SENSOR INSTALL
- PANIC BUTTON LOCATION AT UNDERSIDE OF COUNTER OR AT WALL LOCATION

RESTROOM NOTES:

VERIFY AND/OR PROVIDE THE FOLLOWING ITEMS AT EACH RESTROOM
1-COVERED GARBAGE CANS WITH LIDS
2-SANITARY BOX IN WOMEN'S / UNISEX RESTROOMS(S)
3-OPEN FRONT TOILET SEATS WITH NO LID FOR RESTROOMS
4- RESTROOM SINKS TO BE SOLID SURFACE



1 RETAIL COUNTERTOP SECTION
1" = 1' - 0"

EQUIPMENT SCHEDULE

Item No	Qty	Equipment Category		Amps	Volts	NEMA	Gas Size (in)	BTU	Cold Water Size (in)	Hot Water Size (in)	Direct Drain Size (in)	Indir Drain Size (in)
1	1	Grease Interceptor - Endura 3935Aug 35GPM70lb										
5	1	Eagle 3-10-10-3-18 3 Compartment Sink							1/2"	1/2"		1"
6	2	Regency Stainless steel Worktable										
8	7	Regency Stainless steel Shelving										
9	1	Hand Sink- John Boos 17" PBHS-W-1410 w/ splash guards							1/2"	1/2"	2"	
10	1	Regency Wire Storage Racks										
11	2	Register- POS System		1.6	115	5-15P						
12	1	Zum 15996-34 Mop Sink- w/ heavy duty rack							1/2"	1/2"	2"	
15	2	ADA Employee Lockers										

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5	BG	4-11-25	WESTMONT HEALTH DEPT REVIEW
6	BG	5-24-25	OWNER REVISIONS
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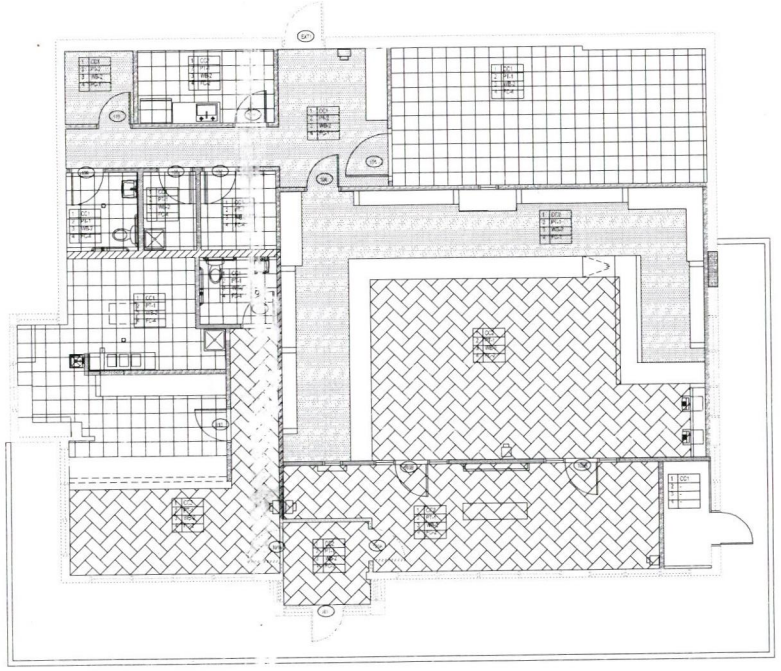
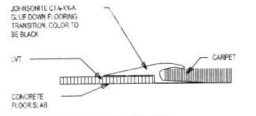


1 FLOOR FINISH PLAN
3/16" = 1' - 0"

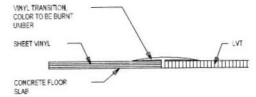
GENERAL NOTE:
1. ALL COUNTERTOPS SHALL BE MAX. 34" AFF AT PUBLIC SINK LOCATIONS AND AT RECEPTION DESK. PROVIDE FLIP UP ADA WORK SURFACE AS REQUIRED.
2. ALL GLAZING LOCATED AT DOORS AND PARTITION LOCATIONS SHALL BE TEMPERED GLAZING.

FLOOR PLAN NOTES:

1. ALL NEW FURNITURE TO BE PROVIDED BY TENANT.
2. ALL INTERIOR GLAZING SHALL BE 1/4" TEMPERED FLOAT GLASS IN WOOD FRAMES.
3. INSTALL ALL DOORS AND DOOR FRAMES 6" OFF ADJACENT WALLS AT DOOR OPNGS, UNLESS OTHERWISE NOTED
4. PROVIDE BOTTLED WATER DISPENSER IN LIEU OF DRINKING FOUNATAIN IN COMPLIANCE WITH 2018 IL PLUMBING CODE.
5. PROVIDE 3/4" FIRE RETARDANT PLYWOOD TELEPHONE PANEL WHERE NECESSARY FOR LIT INSTALLATION.
6. COUNTERTOPS AND CABINETRY WHERE INDICATED ARE TO BE INSTALLED AND SUPPLIED BY CONTRACTOR



1 FLOORING TRANSITION - LVT TO CARPET
1/2" = 1'-0"



2 FLOORING TRANSITION - SHEET VINYL TO LVT
1/2" = 1'-0"

3 FLOORING TRANSITION - LVT TO PORCELAIN TILE
1/2" = 1'-0"

4 FLOORING TRANSITION - SHEET VINYL TO CARPET
1/2" = 1'-0"

ROOM FINISH NOTES:

1. ALL INTERIOR WALL FINISHES SHALL NOT BE LESS THAN CLASS II FINISHES AS CLASSIFIED IN ACCORDANCE WITH ASTM E84.
2. ALL INTERIOR FLOOR FINISHES SHALL NOT BE LESS THAN CLASS II MATERIALS PER ASTM E648. INTERIOR FLOOR FINISHES SHALL COMPLY WITH THE DOC FF-1 "PILL TEST" (CPSC 16 PART 1630). MINIMUM CRITICAL RADIANT FLUX OF .04 WATTS/CM².
3. ALL INTERIOR WALL AND CEILING FINISHES SHALL HAVE A FLAME AND SMOKE RATING NOT GREATER THAN DESIGNATED BY THE REQUIRED CLASSIFICATION.
4. ALL NEW STAIN GRADE DOORS TO RECEIVE STAIN TO MATCH EXISTING. **CHECK STOCK AND REUSE EXISTING DOORS WHEREVER POSSIBLE.**
5. ANY AND ALL REQUIRED FIRE ALARM STROBES OR MOUNTS IDEALLY PLACED ABOVE 7'-0" TO ALLOW FOR TENANTS MAXIMIZED USE OF WALL SPACE. VERIFY WITH LOCAL AUTHORITY PRIOR TO INSTALL.
6. ALL WALLS IN FOOD SERVICE AREAS TO BE SMOOTH, DURABLE, EASILY CLEANABLE, LIGHT COLORS ONLY. FRP PANELING OR STAINLESS STEEL PANELING INSTALLED IN FOOD PREP AREAS. SEMIGLOSS PAINT ONLY.
7. ALL FLOORS IN FOOD SERVICE AREAS TO BE SMOOTH, DURABLE, EASILY CLEANABLE WITH MATCHING COVE BASE, 3/8" MINIMUM AT WALL TO FLOOR JUNCTION.

PRECONSTRUCTION NOTE:

1. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO ISSUING OUT NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN FIELD
2. CONDITIONS AND DRAWINGS PRIOR TO PERFORMING THAT WORK. ALL PRODUCTS CALLED OUT ARE BASIS OF DESIGN TO ESTABLISH PRICING.
2. ALL INTERIOR WALL AND CEILING FINISHES SHALL BE CLASSIFIED IN ACCORDANCE WITH ASTM E-84. FINISHES SHALL BE CLASS "B" FLAME SPREAD (425) SMOKE DEVELOPED 3-45
3. ALL EXISTING GYPSUM BOARD CEILINGS, SOFFITS AND DRYWALL PARTITIONS THAT ARE PATCHED SHALL BE PAINTED IN THEIR ENTIRETY.
4. GENERAL CONTRACTOR SHALL FLUSH PATCH AND PREPARE ALL FLOORS AS REQUIRED TO RECEIVE SPECIFIED FLOORING MATERIAL.
5. ALL VINYL OR RUBBER BASE TO BE CONTINUOUS ROLL TYPE WITH SEAMING TO OCCUR ONLY ON INSIDE CORNERS OR AT LEAST 12" FROM WRAPPED OUTSIDE CORNER.
6. GENERAL CONTRACTOR TO PROVIDE AND INSTALL ALL METAL ANGLES AND/OR REDUCING SADDLES IN ADDITION TO ANY FLOOR CUVELING AS MAY BE REQUIRED FOR SMOOTH TRANSITION AT ALL FLOORING MATERIAL TRANSITION POINTS.
7. PAINTING OF ANY SURFACES NOT SPECIFICALLY MENTIONED TO BE PAINTED HEREIN OR ON DRAWINGS, BUT FOR WHICH PAINTING IS OBVIOUSLY NECESSARY TO COMPLETE THE PROJECT OR WORK WHICH COMES WITHIN THE INTENT OF THESE SPECIFICATIONS, SHALL BE INCLUDED AS THROUGH SPECIFIED AND INCLUDED IN SCOPE OF WORK OF CONTRACTOR WITHOUT EXCEPTIONS.
8. ALL WALLS (NEW AND EXISTING) SHALL BE PROPERLY PREPARED (SPACKLED, SANDED, ETC.) FOR PAINTING AND/OR WALL COVERING AS PER FINISH PLAN AND MANUFACTURER'S SPECIFICATIONS.
9. ALL PAINTS SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE.
10. ALL SURFACES WHICH ARE TO BE PAINTED SHALL RECEIVE (1) COAT OF PRIMER AND (2) COATS OF FINISH PAINT. (3) COATS TOTAL. NOTE THAT BOTH CONTRACTOR AND ITS PAINTING SUBCONTRACTOR TO INCLUDE IN SCOPE OF WORK PAINT TOUCH-UP DUE TO ANY DAMAGE DONE DURING CONSTRUCTION AS CAUSED BY NO FAULT OF THE PAINTING SUBCONTRACTOR BUT WHICH MIGHT OF BEEN CAUSED BY OTHER TRADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION TRADES, VIDEO/DATA AND SECURITY CONTRACTOR AND INCLUDING FURNITURE INSTALLERS AND MOVERS. CONTRACTOR AND PAINTING SUBCONTRACTOR TO INCLUDE PAINT TOUCH UP WITHIN THEIR SCOPE OF WORK WITHOUT EXCEPTION OR EXCLUSION FROM BIDS.
11. ALL WALLS, GYPSUM BOARD COLUMNS AND SOFFITS TO BE PAINT. (3 SHALL BE PAINTED WITH A LATEX BASE EGGSHELL FINISH PAINT UNLESS OTHERWISE NOTED. ALL DOORS, DOOR FRAMES, WINDOW FRAMES, AND CONVECTOR ENCLOSURES SHALL BE PAINTED WITH AN ALKYD BASE SEMI-GLOSS FINISH PAINT UNLESS OTHERWISE NOTED.
12. ALL DOORS AND FRAMES TO BE PAINTED THE SAME COLOR AND TYPE OF PAINT ON BOTH SIDES, UNLESS OTHERWISE NOTED.
13. ALL WALLS, CEILINGS, SOFFITS AND SURFACES WHICH HAVE BEEN PAINTED WITH AN EGGSHELL FINISH AND MUST BE TOUCHED UP AS A PUNCH LIST ITEM SHALL BE "PAINTED ENTIRELY" BETWEEN THE (2) CLOSEST BREAK POINTS.
14. ALL PAINT COLOR LOCATIONS SHALL BE VERIFIED IN FIELD WITH OWNER AND ARCHITECT.
15. PROVIDE SEALANT AND CALLAKING COLOR OPTIONS FOR ARCHITECTURAL REVIEW AND SELECTION
16. SAMPLES & SUBMITTALS TO BE PROVIDED TO THE ARCHITECT FOR APPROVAL PRIOR TO ORDERING & INSTALLATION INCLUDE, BUT MAY NOT BE LIMITED TO:
A. THREE (3) 8 1/2" X 11" PAINT DRAWDOWNS FOR ALL PAINT SHOWING ACTUAL COLOR AND FINISH SPECIFIED, MIN.
B. THREE (3) FLOOR TILE SAMPLES (STONE, PORCELAIN, CERAMIC, VINYL, LINOLEUM, ETC)
C. THREE (3) WALL BASE SAMPLES
D. THREE (3) SAMPLES OF ALL SPECIFIED PLASTIC LAMINATE
E. ONE COMPLETE SET OF DETAILED MILLWORK SHOP DRAWINGS.
F. ONE SAMPLE AND ASSOCIATED PRODUCT CUT SHEETS FOR ALL CEILING GRID & TILE SYSTEMS.
17. GENERAL CONTRACTOR IS RESPONSIBLE TO CLEAN ALL FLOORING, MILLWORK, ETC. AND UNCOVER AND VACUUM OUT ALL CONVECTOR UNITS AFTER THE INSTALLATION IS COMPLETED AND MAINTAIN CONDITION THROUGH THE TENANTS MOVE IN. THE ENTIRE POST-CONSTRUCTION SITE IS TO BE DUST FREE AND ALL STAINS REMOVED FROM ANY FLOORING, WALLS AND/OR CEILINGS.
EXTRA MATERIALS:
PROVIDE EXTRA MATERIALS AS NOTED IN SPECIFICATIONS.
PROVIDE 1 GALLON OF EACH FLOOR CLEANER.
PROTECTION MATERIALS:
DO NOT PERMIT TRAFFIC OVER FINISHED FLOOR SURFACE FOR 4 DAYS AFTER INSTALLATION.
PROVIDE TWO LAYERS OF GRAFT PAPER OVER ALL TILE AND GROUT ON FLOORS. TAPE DOWN AND STAGGER
SEAMS BY HALF THE WIDTH ON SECOND LAYER.

WALL FINISH NOTES

1. ALL PARTITIONS TO BE PAINTED P-1 UNLESS OTHERWISE N[illegible] INCLUDING EXPOSED GYPSUM BOARD ABOVE FRP.
2. ALL PARTITIONS WHEN PAINTED SHALL HAVE AN EGGSHE[illegible] EXCEPT AS OTHERWISE NOTED IN SPECIFICATION.
3. PAINT FINISH FOR ALL METAL PARTS OF FRAMES, DOORS, [illegible] METER ENCLOSURES, ETC. SHALL BE A SEMI-GLOSS ALKYD ENA[illegible] FINISH.
4. ALL PAINT SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE. THE WORK SHALL BE SO PERFORMED AS TO PREVENT DAMAGE TO OTHER SURF[illegible]. FINISH COATS SHALL BE SMOOTH AND UNIFORM IN COLOR, SHEEN, TEXTURE AN[illegible] SHALL BE OF SUFFICIENT THICKNESS TO COVER COMPLETELY.
5. ALL AIR CONDITIONING DIFFUSERS AND REGISTERS SHALL BE PAINTED TO MATCH ADJACENT SURFACES UNLESS PREFINISHED.
6. ALL INTERIOR FINISHES TO HAVE A CLASS A FLAME SPREAD RATING OR BETTER.
7. WALLS TO BE PATCHED, SANDED SMOOTH AND PREPARED FOR FINISH AS REQUIRED.
8. ALL SURFACES ARE TO BE PROPERLY PREPARED PRIOR TO INSTALLATION OF WALL COVERING AND SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER SPECIFICATIONS AND RECOMMENDATIONS.
9. THE WALL COVERING CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE ACCURACY OF THEIR MEASUREMENTS AND TOTAL YARDAGE REQUIREMENTS FOR MATERIALS TO BE FINISHED.
10. ALL INTERIOR WALL AND CEILING FINISH SHALL BE CLASS 1, FLAME RATING 0-25 AND SMOKE DEVELOP 200 OR LESS.
11. SEE ELEVATIONS FOR ADDITIONAL CLARIFICATION OF FINISH LOCATIONS AND HEIGHTS.
12. CONTRACTOR SHALL VERIFY WITH ARCHITECT ALL PAINT COLORS PRIOR TO ORDERING.
13. VINYL WALL COVERING, CORNER GUARDS AND END GUARDS. FIBERGLASS REINFORCED POLYESTER PANELS, AND RIGID WALL COVERING - CONTRACTOR SHALL VERIFY ALL COLOR SELECTIONS WITH ARCHITECT PRIOR ORDERING. ALL FINAL COLOR SELECTIONS SHALL BE FROM MANUFACTURES STANDARD RANGE OF COLORS.
14. METAL WALL STUDS TO BE 20 GA. MINIMUM AND HAVE A MAXIMUM SPACING OF 16" O.C.
15. ALL BLOCKING TO BE WOOD. METAL BLOCKING WILL NOT BE ACCEPTED
16. STOP W CHANNEL FOR RWC AND FRP ABOVE RESILIENT BASE

FINISH MATERIAL LEGEND

KEY NUMBER	MATERIAL TYPE	MANUFACTURER	STYLE/COLOR	NOTES
CC	CEILING COVERINGS			
CC-1	ACOUSTIC CEILING TILE	ARMSTRONG	2X4	
CC-2	SUSPENDED GYP. BD CEILING			PT-1
FC	FLOOR COVERING			
FC-1	CARPET TILE	TRAFFIC MASTER	STARRY NIGHT LOOP CARPET	PROVIDE CARPET PADDING
FC-2	FLOOR TILE	VITAE/EGANTE GRIGIO	6" X 24" TILE HERRRING BONE PATTERN	GROUT: MAPEI DILVER
FC-3	FLOOR TILE		12" X 12" BLACK GRANITE	GROUT: MAPEI BLACK
FC-4	VINYL TILE		12X12	
PLAM	PLASTIC LAMINATE		MADAGASCAR	RECEPTION MILLWORK AND DESK
PLAM-1	PLASTIC LAMINATE		OTTER GRAY	KITCHEN CASEWORK
PLAM-2	PLASTIC LAMINATE			
PT	PAINT			
PT-1	PAINT	SHERWIN WILLIAMS	SW7007 - CEILING BRIGHT WHITE	FINISH: SEMI-GLOSS INTERIOR ACRYLIC
PT-2	PAINT	SHERWIN WILLIAMS	SW7899 - TIN LIZZIE	FINISH: SATIN, EGGSHELL INTERIOR ACRYLIC
PT-3	PAINT	SHERWIN WILLIAMS	GREEN - HEX# 004937 CMYK: 91 38 99 28 RGB: 0 105 65 PANTONE: 349C	FINISH: SATIN, EGGSHELL INTERIOR ACRYLIC
PT-4	PAINT	SHERWIN WILLIAMS	SW6258 - TRICORN BLACK	FINISH: MATTE
VB	BASE			
VB-1	TILE PLANK	VITAE/EGANTE GRIGIO	6" X 24" TILE HERRRING BONE PATTERN	
VB-2	RUBBER BASE	JOHNSONITE	4" RUBBER BASE: COLOR CHARCOAL	
VB-3	GRANITE TILE		4" X 12" BLACK GRANITE	
WC	WALL COVERING			
WC-1	FRP	MARLITE	WHITE PEBBELED	JANITOR CLOSET WALLS

FC-1 ← 1 = FLOORING FINISH TYPE
WC-1 ← 2 = WALL FINISH TYPE
VB-1 ← 3 = BASE FINISH TYPE
PT-2 ← 4 = FLOOR FINISH TYPE

DENOTES EXTENT OF WALL FINISH

DENOTES EXTENT OF FLOOR MATERIAL

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6	BG	5-24-25	OWNER REVISIONS

NOTE TO BUILDING DEPARTMENT:
THESE DOCUMENTS (PLANS & SPECIFICATIONS) ARE VALID FOR PERMITS ONLY WHEN THE ARCHITECTS ORIGINAL, SEAL AND SIGNATURE APPEARS AND IS AFFIXED, AND UNLESS OTHERWISE PROVIDED IN WRITING ARE INTENDED AS A PERMIT SUBMITTAL FOR ONE (1) BUILDING ONLY.
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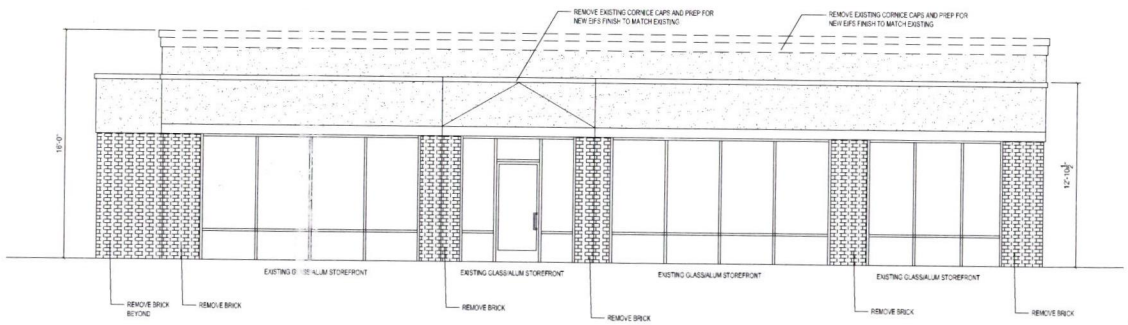
STARBUDS & LIT SMOKES
101 W. OGDEN AVE.
WESTMONT, IL 60559

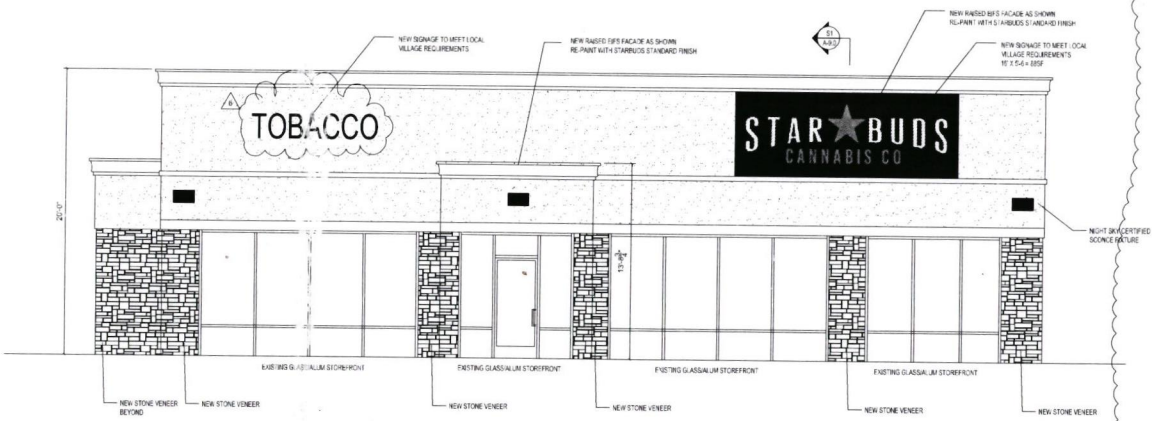
BR DESIGN & ARCHITECTURE
[illegible]

PROJECT ARCHITECT: BG
DATE: 6-11-24
DRAFTPERSON: BG
SCALE: AS NOTED
APPROVED :
PREPARED FOR : STARBUDS DISPENSARY LIT SMOKES
LOCATION :
JOB NUMBER :

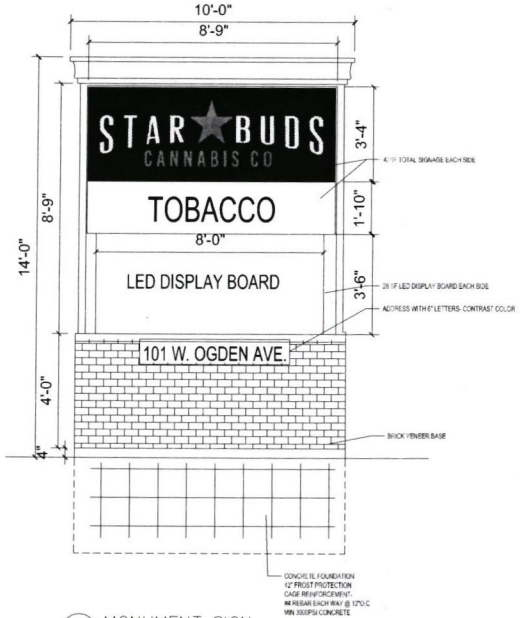
SHEET NUMBER :
A-5.0



E1 NORTH ELEVATION--DEMO
1/4" = 1' - 0"



E1 NORTH ELEVATION–PROPOSED
1/4" = 1' - 0"



A MONUMENT SIGN
1/2" = 1' - 0"

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ISSUES AND REVISIONS:

NO	BY	DATE	DESCRIPTION
	BG	8-26-24	WESTMONT PLAN REVIEW
	BG	9-13-24	WESTMONT PLAN REVIEW 2
	BG	10-23-24	FIELD CHANGE
	BG	12-16-24	MECHANICAL UNIT CHANGE FOR SERVICE REVISION
	BG	4-17-25	WESTMONT HEALTH DEPT REVIEW
	BG	8-24-25	OWNER REVISIONS

NOTE TO BUILDING DEPARTMENT:
THESE DOCUMENTS (PLANS & SPECIFICATIONS) ARE VALID FOR PERMITS ONLY WHEN THE ARCHITECTS ORIGINAL SEAL AND SIGNATURE APPEARS AND IS AFFIXED, AND UNLESS OTHERWISE PROVIDED IN WRITING ARE INTENDED AS A PERMIT SUBMITTAL FOR ONE (1) BUILDING ONLY.
©BR Design & Architecture 2025

STARBUDS & LIT SMOKES
101 W. OGDEN AVE.
WESTMONT, IL 60559

BR DESIGN & ARCHITECTURE
ONE TRANSAMERICA PLAZA DRIVE, SUITE 120
OAKBROOK TERRACE, IL 60181
PHONE: 708-366-7700

PROJECT ARCHITECT: BG
DATE: 6-11-24
DRAFTPERSON: BG
SCALE: AS NOTED
APPROVED:

PREPARED FOR: STARBUDS DISPENSARY LIT SMOKES
LOCATION:

JOB NUMBER:

SHEET NUMBER:
A-6.0 OF

VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

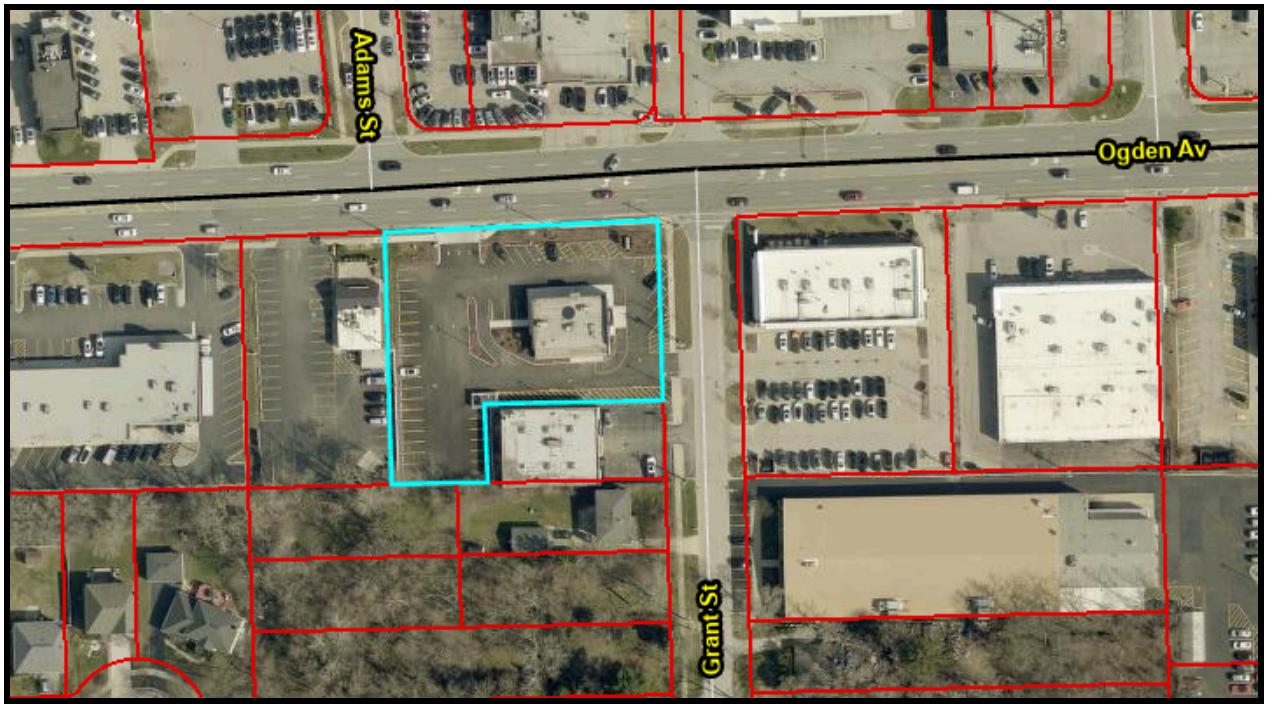
Item for Board of Trustees Consideration:
Board to consider an ordinance approving a request from JA RE ENTERPRISES, LLC d/b/a LIT SMOKES (Petitioner) and WL Property Acquisitions, LLC (owner), for the property at 101 West Ogden Avenue, Suite B, Westmont, Illinois, 60559, for the following:

1. Special Use Permit request for a tobacco and vape retail store in the B-2 General Business District.

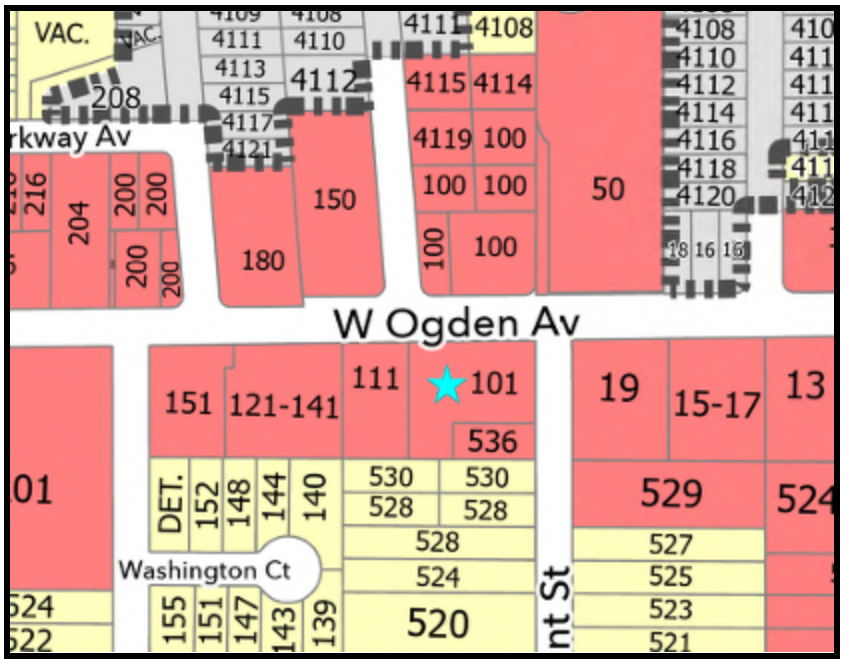
Planning & Zoning Commission recommendation:
At its meeting on November 12, 2025, the Planning & Zoning Commission recommended approval of the special use permit request (6-0, one vacancy). No one from the public spoke.

I. BACKGROUND OF ITEM

A. Location: 101 West Ogden Avenue is located at the corner of West Ogden Avenue and Grant Street. The property is approximately 0.90 acres. The property and building were recently consolidated, improved, and renovated to accommodate the operation of a cannabis dispensary and separate bakery with a drive-through which was approved in May of 2024. However, due to difficulties in obtaining the necessary approvals from non-Village agencies for the menu of the bakery. The petitioner has decided to instead request to operate a tobacco and vape retail store with a drive-through for non–tobacco products.



Aerial Map - 101 West Ogden Avenue (source: DuPage County Parcel Viewer)



Zoning Map - 101 West Ogden Avenue

B. Zoning Designations:

SUBJECT PROPERTIES	B-2 General Business District
NORTH	B-2 General Business District
SOUTH	B-2 General Business District and;
	R-3 Single-Unit Residence District
EAST	B-2 General Business District
WEST	B-2 General Business District

C. Neighborhood Characteristics

The property is located at the southwest intersection of Grant Street and Ogden Avenue within the Star Buds DevelopmentSubdivision. Much like many commercial properties on the south side of Ogden Avenue, the property is bordered by a variety of uses such as restaurants, services uses, a car dealerships, an automobile garage, and single family residential homes.

Street View - 101 West Ogden Avenue (Suite B - Left) (Ogden Avenue View)

II. PETITIONER REQUEST:

The petitioner is requesting a special use permit to operate a tobacco and vape retail store at 101 West Ogden Avenue, Suite B which is located in the B-2 General Business District. The petitioner plans on keeping the drive-through open to sell non-tobacco products.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning of the property is B-2 with properties in the immediate area being mostlyB-2 General Business, except for twoR-3 Single Family Detached Residential properties to the south.

The Comprehensive Plan designates the future land use in this area as Corridor Commercial, which indicates a zoning district designation of B-2 General Business District is appropriate for the properties. Further the comprehensive plan places the property within the Ogden Avenue Subarea and more specifically the West Gateway District.

B. Entitlement Requests

The petitioners have provided project narratives and supporting documentation for the following request, 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).

Appendix A, Section 7.03(A)(125b) requires that all tobacco and vape retail stores obtain a special use permit to assess such impacts as traffic and use of the space, evaluating activities and number of employees.

In addition to the Special Use Standards (Sec 13.09) listed below, a tobacco and vape retail store has the following additional Special Condition as listed in Sec. 7.04(6):

> *"Such special use may be permitted provided that no buildings or outdoors portions of the lot containing such use are located within 1,000 feet of a school (not to include nursery schools)."*

Condition number 6, as stated above, is being met as the nearest school is Miller School, which is approximately 1,035 feet from the property..

The petitioner intends to open a tobacco and vape retail store in a separate unit at 101 West Ogden Avenue, distinct from the existing cannabis dispensary. The new store is planned to operate Monday through Sunday, 8:00 AM to 10:00 PM, mirroring the dispensary's hours. Daily operations are projected to be supported by 3 to 5 employees.

The existing drive-through is intended to be maintained, but the petitioner has indicated in the supporting documents that it would be utilized to exclusively sell non-tobacco products. All tobacco and vape products would be sold within the store to verify ID.

Based on Sec. 10.06, the proposed adult-use cannabis dispensing organization, classified as a moderate-intensity use, requires one parking stall per 400 square feet. With a floor area of approximately 2,365 square feet, this translates to a requirement of about 6 parking stalls. The proposed tobacco and vape retail store, at approximately 635 square feet, requires one parking

space per 250 square feet, necessitating 3 parking spaces. The site has 35 parking spaces available to serve both proposed users, which meets the parking requirements.

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 approval of a special use permit to operate a tobacco and vape retail store in the B-2 General Business District. The request substantially complies with both the requirements of the Zoning Ordinance and the Comprehensive Plan, subject to the standards of special use.

V. LEGAL

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

B. Code References: Appendix A, Sections 7.03(A)(125b), 7.04(6) and 13.09*

**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. Findings of Fact
3. Petitioner Attachments (Edited for PZC):
    a. Planning and Zoning Development Application, received August 13, 2025
    b. Narrative and responses to the Special Use Standards
    c. Existing Site by BR Design Architecture
    d. Proposed Floor Plan by BR Design Architecture
    e. Proposed Signage Location by BR Design Architecture
    f. Property Owner Authorization Letter
    g. Plat of Consolidation

PUBLIC NOTICES

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT
DUPAGE COUNTY - WHEATON, ILLINOIS
RESIDENTIAL
Old Second National Bank
PLAINTIFF
Vs.
Nicole G. Irion; et. al.
DEFENDANTS
No. 2025FC000139
NOTICE OF SHERIFF'S SALE OF REAL ESTATE

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to a Judgment of Foreclosure and Sale entered in the above cause on 05/28/2025, James Mendrick, the Sheriff of DuPage County, Illinois will on October 21, 2025 at the hour of 10:00 AM at Dupage County Sheriff's Office 501 North County Farm Road Wheaton, IL 60187, or in a place otherwise designated at the time of sale, County of DuPage and State of Illinois, sell at public auction to the highest bidder for cash, as set forth below, the following described real estate:

LOT 121 IN OLD GROVE SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 16 AND THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1966, AS DOCUMENT NO. R66-41092, AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 19, 1966, AS DOCUMENT NO. R66-48809, IN DUPAGE COUNTY, ILLINOIS.

PIN 06-17-407-020
Improved with Residential
COMMONLY KNOWN AS:
1011 Cherry Ln
Lombard, IL 60148

Sale terms: 10% down of the highest bid by certified funds at the close of the auction; The balance, including the Judicial sale fee for Abandoned Residential Property Municipality Relief Fund, which is calculated at the rate of $1 for each $1,000 or fraction thereof of the amount paid by the purchaser not to exceed $300, in certified funds, is due within twenty-four (24) hours. The subject property is subject to general real estate taxes, special assessments, or special taxes levied against said real estate and is offered for sale without any representation as to quality or quantity of title and without recourse to Plaintiff and in "AS IS" condition. The sale is further subject to confirmation by the court.

If the property is a condominium and the foreclosure takes place after 1/1/2007, purchasers other than the mortgagees will be required to pay any assessment and legal fees due under The Condominium Property Act, 765 ILCS 605/9(g)(1) and (g)(4).

If the property is located in a common interest community, purchasers other than mortgagees will be required to pay any assessment and legal fees due under the Condominium Property Act, 765 ILCS 605/18.5(g-1).

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

Upon payment in full of the amount bid, the purchaser shall receive a Certificate of Sale, which will entitle the purchaser to a Deed to the real estate after Confirmation of the sale. The successful purchaser has the sole responsibility/expense of evicting any tenants or other individuals presently in possession of the subject premises.

The property will NOT be open for inspection and Plaintiff makes no representation as to the condition of the property. Prospective bidders are admonished to check the Court file to verify all information.

IF YOU ARE THE MORTGAGOR (HOMEOWNER), YOU HAVE THE RIGHT TO REMAIN IN POSSESSION FOR 30 DAYS AFTER ENTRY OF AN ORDER OF POSSESSION, IN ACCORDANCE WITH SECTION 15-1701(C) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW.

For information: Examine the court file or contact Plaintiff's attorney: Codilis & Associates, P.C., 15W030 North Frontage Road, Suite 100, Burr Ridge, IL 60527, (630) 794-9876. Please refer to file number 14-25-01411.

I3272758
Sept. 15, 19, 26, 2025
Lombard Suburban Life

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 JA RE ENTERPRISES, LLC d/b/a LIT SMOKES (Petitioner) and WL Property Acquisitions, LLC (owner), for the property at 101 West Ogden Avenue, Suite B, Westmont, Illinois, 60559, for the following:

1. Special Use Permit request for a tobacco and vape retail store in the B-2 General Business District.

PIN: 09-04-402-059
More Common Location:
101 West Ogden Avenue, Suite B, Westmont, Illinois, 60559
Village Code(s) Applicable:
Appendix A, Sections 7.03 (A)(125b), 7.04(6) and 13.09* *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) 2272486

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 Amibloom Florals LLC, d/b/a Gather and Bloom (Petitioner), and Hinsdale Barber Properties Inc. (Owner), for the property at 13 West Quincy Street, Westmont, Illinois, 60559, for the following:

1. Special Use Permit to operate a meeting hall for classes, receptions, and similar events, in conjunction with a flower shop in the B-1 Limited Business District.

PIN: 09-09-407-004
More Common Location:
13 West Quincy Street, Westmont, Illinois, 60559
Village Code(s) Applicable:
Appendix A, Sections 7.03 (A); 7.04; 13.09* *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) 2272490

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

Public Information Meeting Notice Scheduled by the Villages of Berkeley and Hillside For Taft Avenue Corridor Improvements

The Villages of Berkeley and Hillside are conducting a Phase I Preliminary Engineering Study to assess the entire "Downtown District" which includes a 1.30 mile stretch of Taft Avenue. This meeting will showcase the vision for the corridor which focuses on infrastructure and streetscape beautification.

The purpose of this project is to resurface and reconfigure the roadway, enhance the sidewalk areas for better pedestrian access through lighting and landscaping and bike lanes. There will be a Public Information Meeting Open House on **Wednesday, September 25th from 4:00 p.m. - 7:00p.m. at the Berkeley Village Hall (5819 Electric Avenue, Berkeley, IL 60163)**. This meeting will introduce the project and solicit community feedback.

All those interested in this project are invited to attend in person or submit comments online. Information in English and Spanish will be posted to the project website on September 17th and hard copy materials will be available at Berkeley and Hillside Village Halls. The public will have the opportunity to learn about the process and submit questions and comments to the project team at the meeting or via the project website at www.taftavenuecorridor.org. The public comment period will be open until October 17th.

Spanish interpretation will be available at the public information meeting. Persons that require special accommodations under the Americans with Disabilities Act should contact Elli Cosky, at ecosky@metrostratgroup.com or 630-534-6400 ext. 106 for further assistance by September 10th.

(Published La Grange Suburban Life Aug. 21, Sep. 18, 2025) 2267155

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF OCTOBER 8, 2025

PZC 017-2025: Ja Re Enterprises, LLC, d/b/a Lit Smokes, regarding 101 W. Ogden Avenue, Suite B, Westmont

Request for a special use to allow a tobacco and vape retail store 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 use will operate in compliance with all State and local laws governing tobacco and nicotine sales. No on-site consumption will be allowed. No underage sales will be allowed. The store's exterior and interior will maintain a clean, professional appearance. The proposed use will create jobs and generate sales tax, while operating in a manner that is safe, respectful, and compatible with the surrounding community.

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 use will be compatible with surrounding commercial uses in terms of building appearance, operating hours, cleanliness, etc. No indoor consumption of products will be allowed. The proposed use is not expected to generate adverse light, noise, odors, vibrations, traffic, or other adverse impacts on surrounding properties. The proposed use has sufficient off-street parking and will operate during normal business hours.

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: The property's proposed commercial retail use and existing zoning are consistent with the commercial uses and commercial zoning of surrounding properties. Surrounding properties are fully-developed. This approval, which will allow a tenant to operate out of 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 property is fully improved and has all necessary utilities, drainage, parking, access ways, or other necessary facilities in place.

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.

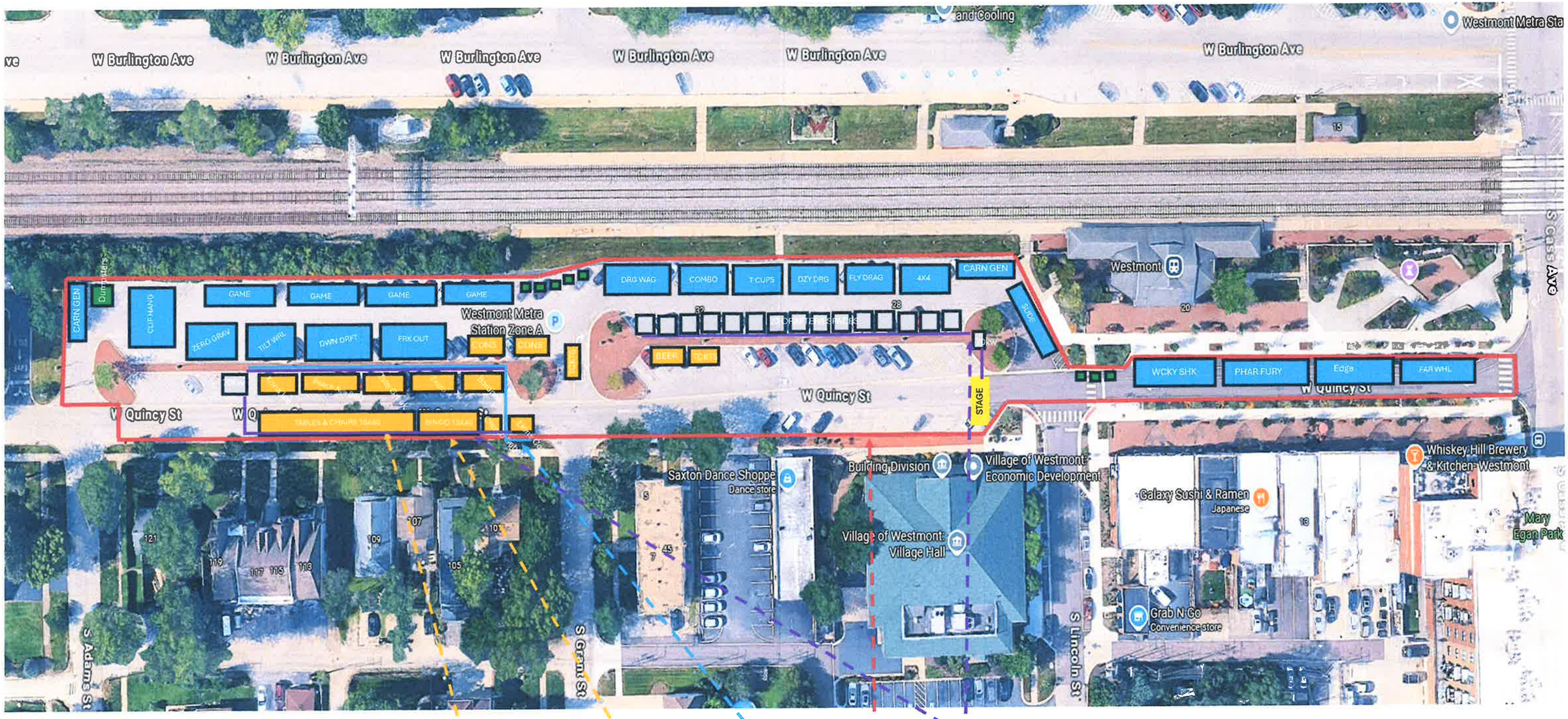
FINDINGS OF FACT: The property is accessible from existing driveways designed for ingress and egress for commercial uses, with sufficient off-street parking and sufficient drive aisles to accommodate vehicular traffic flow around the building. The proposed use is low impact and will not generate significant traffic. The property is also accessible by a network of existing public sidewalks that will encourage pedestrian traffic to the property.

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 conforms with all B-2 District regulations and other regulations of the Zoning Ordinance. No variances or waivers are requested or required.

CRITERIA NO. 7: The proposed use meets the special conditions of Special Condition 6.

FINDINGS OF FACT: The proposed use meets the requirements of Special Condition 6 [Section 7.04(6) of Zoning Ordinance] in that it is located more than 1,000 feet from a school.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FLY DRAG
4X4
CARN GEN
BEER
CONS
SLIDE
DRW
STAGE
Westmont
WCKY SHK
PHAR FURY
Edge
FAR WHL
W Quincy St
W Quincy St
W Quincy St
TABLES & CHAIRS 15x60
BINGO 15x40
Saxton Dance Shoppe
Dance store
Building Division
Village of Westmont Economic Development
Village of Westmont Village Hall
Galaxy Sushi & Ramen
Japanese
Whiskey Hill Brewery & Kitchen Westmont
Mary Egan Park
Grab N Go
Convenience store
S Adams St
S Grant St
S Lincoln St
FOOD TENT 15x60
BINGO TENT 15X40
WATER
EVENT BORDER
POWER

Certificate of the Publisher

Westmont Suburban Life

Description:PZC 31 W QUINCY ST
2287149

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
11/20/2025

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
20th day of November, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074602 Amount $99.82

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 10, 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 requests from the Village of Westmont for the property at 31 West Quincy Street, Westmont, Illinois, 60559, for the following:

1. Zoning Map Amendment from the B-1 Downtown Edge District to the P/I Public and Institutional District.
2. Special Use Permit to operate a governmental use in the P/I District.

PIN: 09-09-406-022
More Common Location: 31 West Quincy Street, Westmont, Illinois, 60559
Village Code(s) Applicable: Chapter 95, Sections 5.02; 6.01; 14.02; 14.04

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. 20, 2025) 2287149

PZC Case Number (office use only):	PZC 024-2025

Petitioner

Petitioner Name:	Amy Ries, Director of Public Works	**Property Owner Name:**	Village of Westmont
Petitioner Address:	155 E Burlington Ave	**Owner Address:**	31 West Quincy Street
City, State and Zip	Westmont, IL, 60559	**City, State and Zip:**	Westmont, IL, 60559
Phone:	(630) 981-6289	**Phone:**	
Email:	aries@westmont.il.gov	**Email:**	

Subject Property

Property Address (Subject Property):				31 West Quincy Street			
Property Identification Number(s) PIN(s):				09-09-406-022			
Lot Width	166	**Lot Depth**	208	**Lot Area:**	33,541	**Lot Acreage:**	0.77
Current Zoning:		B-1		**Current Use:**		Governmental Use	
Description of Request/Project Title:				Village Hall map amendment from B-1 Downtown Edge to P/I Public/Institutional & Special Use Permit for a governmental use.			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): ***Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.***				Lot 1 in the Westmont Village Hall Resubdivision, being a resubdivision in part of the Southeast Quarter and part of the east half of the Northeast Quarter of Section 9, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded June 18, 2002 as Document R2002-158644, in DuPage County, Illinois			

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the ***Application fees are non-refundable*** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Amy Ries, Public Works Director, agent for the Village

Print Name of **Petitioner**

11/11/25

Signature of **Petitioner** and Date

OWNER SIGNATURE
***(if different than the petitioner)*:**

JAMES GUNTHER, Village Manager

Print Name of **Property Owner**

11/6/25

Signature of **Property Owner** and Date

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

PZC Case Number (office use only):	PZC 024-2025

Application for Zoning Map Amendment

Zoning Map Amendments, or rezonings, are when a property or properties are changed from one zoning district to another. Map amendments may be initiated by the Board of Trustees, Planning and Zoning Commission, the zoning administrator, or by a property owner.

Proposed Rezoning Detailed Description

State the reasoning for requesting the map amendment. Describe any change in use, construction plans, or any other improvement to be completed if the rezoning is approved.

The comprehensively amended zoning ordinance created the P/I Public and Institutional district. Village Hall is currently zoned B-1 Downtown Edge. Though no change in use or construction plans are contingent on the request, rezoning to P/I puts Village Hall in a zoning district that is tailored to the needs of public and institutional uses for future projects.

Village Hall is classified as a Governmental Use. In the P/I district, a Special Use Permit is required, which is discussed in the SUP application.

In the table below, please identify the current zoning and land use of the adjacent properties. A PDF of the Zoning Map can be found on the Village of Westmont's website under the Community Development page.

	Current Zoning	Current Land Use
North	R-5 General Residential	Metra Station
East	B-1 Downtown Edge & R-3 Single-Unit Residential	Mixed-commercial & detached house
South	R-3 Single-Unit Residenital	Detached house
West	B-1 Downtown Edge & R-3 Single-Unit Residential	Retail and detached house

1. Explain how the current zoning restrictions of the current zoning district affect property values.

Not applicable, no change in use is proposed as a part of the rezoning request. Property values should not be impacted by the amendment.

2. Explain the extent to which any diminution in property value is offset by an increase in the public health, safety, and welfare, if the amendment is approved.

Since Village Hall has been operating in its current state since the early 2000s. Village Hall operations have been detrimental to the public health, safety, and welfare, and will continue to not be if rezoned to the P/I district.

3. Explain the suitability of the subject property for its zoned purposes and the length of time the subject property has been vacant as zoned, considering the context of land development in the vicinity.

The subject property is not vacant. Though governmental uses are allowed in the B-1 district, the bulk regulations are designed for commercial/mixed-use developments. Rezoning to the P/I district allows for Village Hall to use bulk regulations tailored to public uses if/when future development is necessary.

4. Explain the value to the community of the proposed zoning map amendment.

Village Hall would be one of the first properties zoned P/I. One of the purposes of rezoning Village Hall is to lead by example, with other public and institutional uses voluntarily rezoning when requesting other zoning approvals. This initial rezoning will start a trend of public and institutional uses being located in districts that serve their needs, which will help them better serve the community.

5. Explain how the proposed map amendment and the future use of the property relates to the Comprehensive Plan's Proposed Land Use Plan and the subarea plan, if the property is in a subarea. The Comprehensive Plan can be found on the Village of Westmont's website under the Community Development page.

The future land use plan says that Public/Semi-Public is an appropriate land use. The Downtown Subarea plan agrees, showing Village Hall in the Civic Core area. A rezoning to the P/I district is consistent with the recommendations of the Comprehensive Plan.

Notes:

1. Valid protest petitions may be filed against any proposed zoning map amendment. Please see Chapter 95, Section 14.02(G) for more information.

2. Please be advised that the review and decision-making bodies are expressly authorized to recommend and approve a ***less intensive zoning district*** classification than the zoning district that was described in the required public notices.

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

PZC Case Number (office use only):	PZC 024-2025

Application for Special Use Permit

Certain uses may be necessary or desirable to allow in a zoning district, but the use may have a unique, special, or unusual impact on the use and enjoyment of neighboring properties or public facilities. The special use process is designed to allow these unique uses to operate in an appropriate location and/or explain how potential impacts will be mitigated.

Proposed Special Use Project Details

State the scope of the work and indicate the specific special use you are requesting. Attach business plans, diagrams, drawings or other information as may be useful to the Planning and Zoning Commission and Village Board of Trustees in understanding your special use request. You must indicate the specific sections of the Zoning Ordinance for which the special use is sought. Please consult Village staff for confirmation.

The purpose of this request is to obtain a Special Use Permit to allow a governmental use to operate in the P/I Public and Institutional district (once rezoned). Village Hall has been operating at 31 West Quincy Street for decades, likely before a SUP was required. Approval of the request would resolve a legal nonconformity.

Village Hall has business operations similar to a traditional professional office. Village Hall employs around 35 people, who mostly work between 8:00 am and 4:00 pm, when the building is open to the public. Some employees arrive as early as 7:00 am. Public meetings are typically held once or twice a week, and usually are adjourned before 8:00 pm. It is not often that evening meetings go beyond 10:00 pm.

Special Use Standards

The Village of Westmont is obligated to make specific findings of fact for all special use applications according to the Village's Zoning Ordinance and Illinois State Statutes. **Applicants are REQUIRED to submit written evidence and/or analysis of the standards for special use permits below**. **Additionally**, **applicants are strongly encouraged to review the standards for special use permits in preparation for their case during the Planning and Zoning Commission public hearing.** 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]:

1. That the proposed use or activity is expressly authorized in this zoning ordinance as a special use.

Ch. 95, Sec. 6.01, Table VI-1 explicitly states that Governmental Uses (Sec. 6.07(D)) are allowed as a Special Use in the P/I district.

[1] *Standards for Special Use Permits pursuant to Chapter 95 - Zoning, Sec. 14.04(H) Review and Approval Criteria*

2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed use is a continuation of the existing use. Village Hall performs many of the necessary functions to the operation of the Village, including billing, permits/inspections, payroll, etc.

3. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to the property values or improvements in the vicinity.

The current Village Hall building was constructed over 20 years ago, and previous buildings existed on this property for decades before that. The operations of Village Hall have not been detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, injurious to property values, or improvements in the vicinity. Since the proposed use is a continuation of the existing, approving the SUP will not result in negative impacts.

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

Approving the SUP will not impede normal and orderly development and improvement of surrounding properties, nor has it since the governmental use began operating on this property decades ago.

5. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.

Village Hall is already served by adequate utilities, drainage, and important/necessary facilities, infrastructure, and community services. The property has access to both Lincoln Street and the alley to the west. There is also ample on-street parking surrounding the property, plus an off-site parking lot for extra parking two properties west of Village Hall.

6. That the proposed special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of the zoning ordinance.

The proposed special use will comply with all applicable regulations, no variances or other zoning approvals outside of the map amendment are being requested.

If there are special conditions and/or supplemental regulations, please write the condition/regulation (with the code section and number) and response in the box below.

Not applicable

Village of Westmont
PUBLIC WORKS

31 West Quincy Street, Westmont, Illinois 60559

publicworks@westmont.il.gov | 630-981-6270
westmont.illinois.gov | 630-981-6200

Dear Planning & Zoning Commission:

The Village of Westmont's Public Works Department is seeking several approvals from the Board of Trustees to re-zone its property, 31 West Quincy Street, near the southwest corner of West Quincy and North Lincoln Streets, commonly known as Village Hall.

This submittal includes the following for the Commission's review and approval:

- Application for Zoning Map Amendment - B-1 to P/I
- Application for a Special Use Permit for a Governmental Use

The current Village Hall was constructed in 2002. Before it was redeveloped, Village Hall was split between two buildings. The Clerk's Office and the Board Room were attached to the fire station, and the Engineering and Building & Zoning Departments were in the basement. The Finance and Administration Departments were in an "annex" on the south side of the alley (now the rear parking lot). Since 31 West Quincy has been the home to Village Hall - although in different forms - for decades, it was likely established before governmental uses were required to obtain a Special Use Permit (SUP). The requested SUP is meant to bring the use into compliance with the current zoning regulations.

Now that the comprehensive amendments to the zoning ordinance are effective, the Village wishes to rezone Village Hall to the newly-created P/I Public and Institutional district. With this zoning district available, the Village desires to begin rezoning their properties to the P/I, starting with Village Hall. If the rezoning is approved, no change in use or to the structure will occur.

Village Hall typically has 35 employees on site, a majority of which are full-time employees. The building is open to the public from 8:00 am to 4:00 pm. Employees are typically on-site between 7:00 am and 5:00 pm. Public meetings (such as the Village Board of Trustees, Planning & Zoning Commission, etc.) are held once or twice a week. Evening meetings are usually adjourned by 8:00 pm, and rarely go past 10:00 pm.

PLAT OF SURVEY

BY

GENTILE AND ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

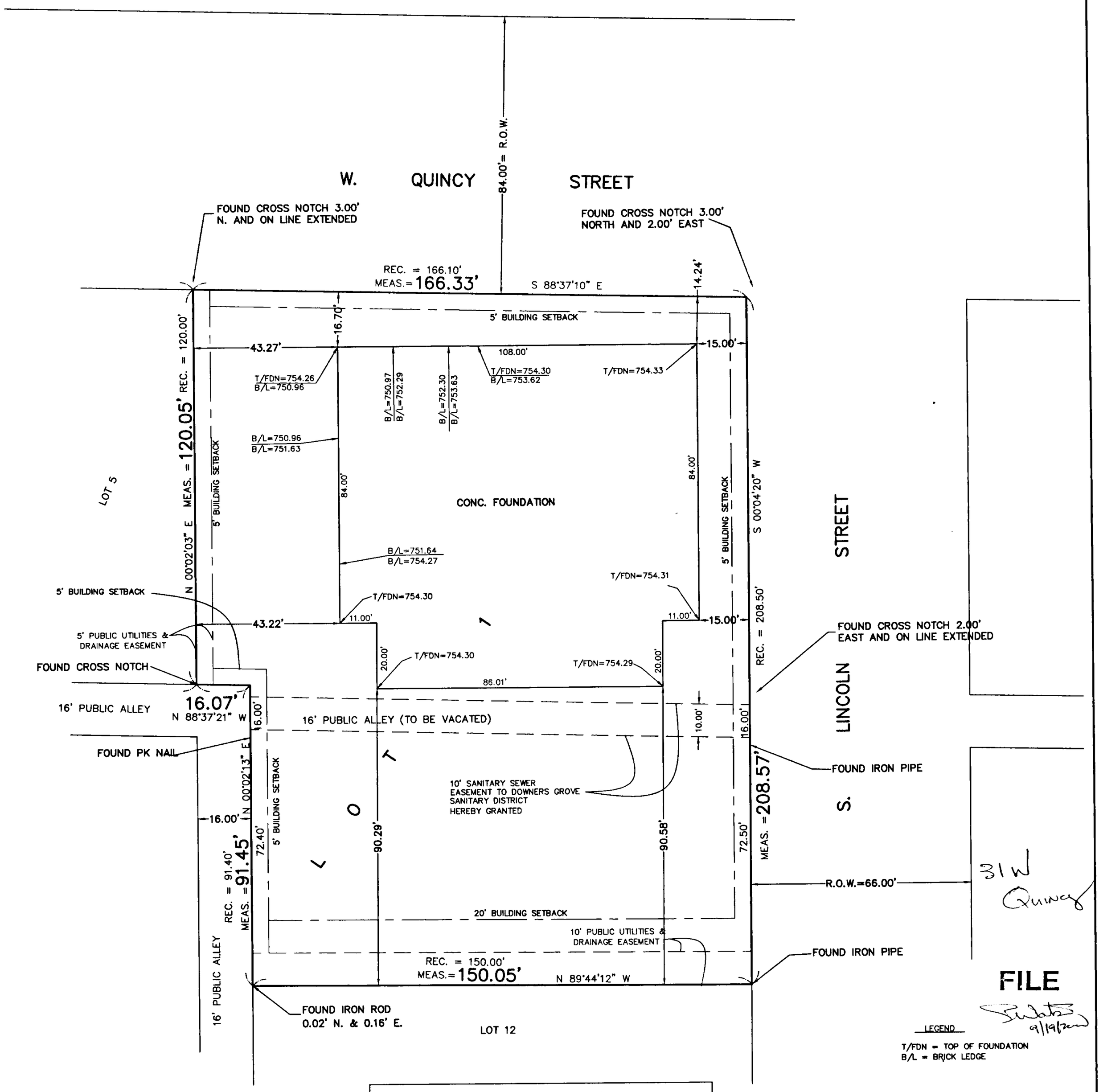
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-6262
FAX : (630) 916-6264

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LOT 1 IN WESTMONT VILLAGE HALL RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



FILE

9/19/2000

LEGEND

T/FDN = TOP OF FOUNDATION
B/L = BRICK LEDGE

BENCHMARK: (DUPAGE COUNTY BENCHMARK) BRONZE DISK SET IN CONCRETE BASE OF TRAFFIC CONTROL LIGHT LOCATED 1.5 MILES WEST OF THE JUNCTION OF ILLINOIS ROUTE 83 (ROBERT KINGERY HIGHWAY) AND U.S. ROUTE 34 AT THE NORTHEAST CORNER OF THE U.S. 34 AND CASS AVENUE.
ELEVATION=746.5071

BENCHMARK: (BENCHMARK "BNQ")
DISK LOCATED AT CASS AVENUE AND QUINCY STREET AT COMMUTER STATION
ELEVATION=752.8997

SITE BENCHMARK: SOUTHEAST FLANGE BOLT OF HYDRANT LOCATED AT THE SOUTHWEST CORNER OF LINCOLN STREET AND QUINCY STREET.
ELEVATION=754.82

BASE SCALE : 1 INCH = 20 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
ORDERED BY : E. ANTHONY, INC.
CHECKED BY : MMG
SURVEYED BY : FJM-JT

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. 98-15702-00 (FOUNDATION)

STATE OF ILLINOIS
COUNTY OF DuPAGE S.S.

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

SEPTEMBER 13, A.D. 2000

BY : Joseph F. Gentile

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925

VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

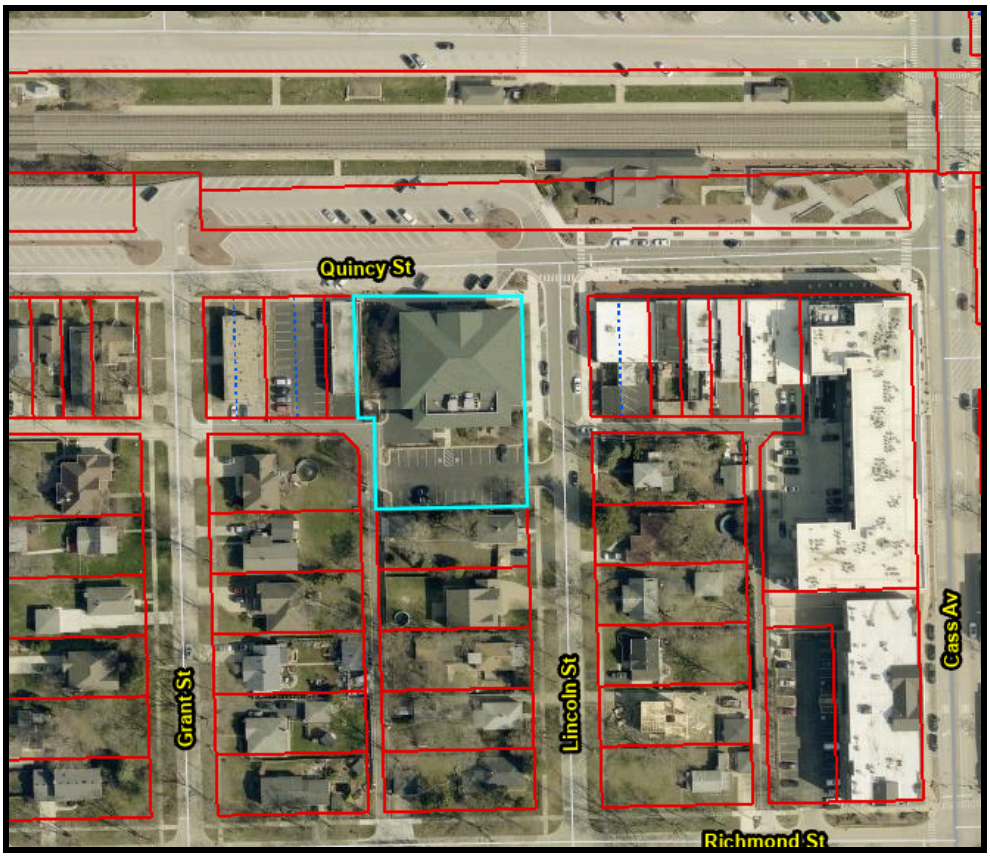
Item for Board of Trustees Consideration:
Board to consider an ordinance approving requests from the Village of Westmont for the property at 31 West Quincy Street, Westmont, Illinois, 60559, for the following:

1. Map Amendment from the B-1 Downtown Edge District to the P/I Public and Institutional District.
2. Special Use Permit to operate a Governmental Use in the P/I district.

Planning & Zoning Commission recommendation:
The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on these requests. The Commission's recommendations will be forwarded to the Board of Trustees at the meeting.

I. BACKGROUND OF ITEM

A. Location: 31 West Quincy Street, commonly known as Village Hall, is located at the corner of West Quincy and South Lincoln Streets, near the edge of the Village's Downtown. The property has been home to Village Hall for decades. It was most recently redeveloped in the early 2000s to consolidate many of the Village's administrative operations into one building.



Aerial Map - 31 West Quincy Street (source: DuPage County Parcel Viewer)

B. Zoning Designations:

SUBJECT PROPERTY
B-1 Downtown Edge

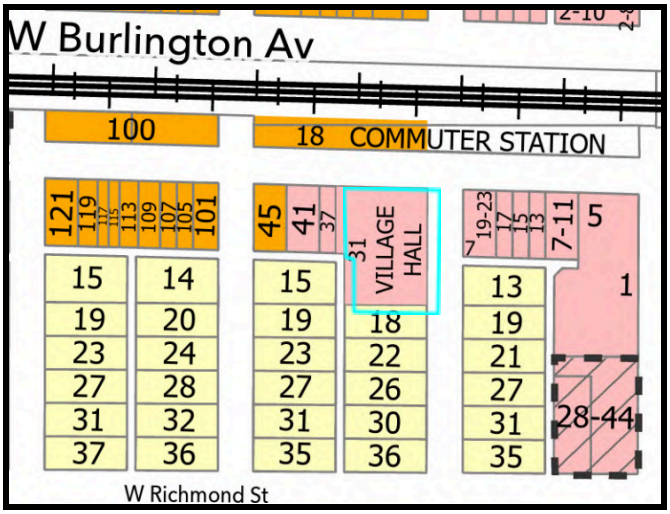
NORTH
Parcel Partially Unzoned &
R-5 General Residential

SOUTH
R-3 Single-Unit Residential

EAST
B-1 Downtown Edge &
R-3 Single-Unit Residential

WEST
B-1 Downtown Edge &
R-3 Single-Unit Residential

Zoning Map - 31 West Quincy Street - Village Hall



C. Neighborhood Characteristics

The property is located within the Westmont Village Hall Resubdivision, and is 0.77 acres of land, or about 33,541 square feet in area. Being near the western edge of Downtown Westmont, the property is neighbored by commercial properties along Quincy Street, the Westmont Metra Station to the north, and detached houses to the south. This block of Quincy Street (between Lincoln and Grant Streets) serves as a transition from the more intense mixed-use core of the Downtown and the railroad into the established single-family neighborhood to the south and west.

Street View - 31 West Quincy Street - Village Hall

II. PETITIONER REQUEST:

The petitioner, the Village of Westmont, is requesting a Map Amendment to the P/I Public and Institutional District and a Special Use Permit for a Governmental Use (Village Hall) to operate in the P/I district.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is B-1 Downtown Edge, which allows for a mix of retail, restaurant, and service uses, while also allowing for fully-residential multi-unit buildings. Governmental Uses are allowed in the B-1 district, subject to special use approval.

The Comprehensive Plan designates the future land use in this area as Public/Semi Public, which describes the designation as, *"...land used for facilities such as government buildings, community service providers, utilities, and religious institutions. These uses are found throughout the Village and are typically located based on their need to serve their constituents, members, or targeted population. Through this designation the Land Use Plan expresses a desire for these parcels to remain as a public or semipublic use."*

Additionally, Village Hall is within the Downtown Subarea. The subarea plan's land use framework further identifies this property as a part of the Civic Core, which is an area that contains public offices.

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).

- **Map Amendment from the B-1 Downtown Edge District to the P/I Public and Institutional District**

When the zoning ordinance was comprehensively amended earlier this year, the P/I Public and Institutional district was created. This district has uses and bulk regulations specifically tailored to the needs of public and institutional uses, which are not neatly addressed in other zoning districts. With the district created, it is the intention of the Village to start the trend of public and institutional uses voluntarily rezoning to the P/I district. The requested map amendment is consistent with both the recommendations of the Comprehensive Plan's future land use plan and subarea plan land use framework.

The governmental uses currently occurring on-site will continue once rezoned P/I, as further discussed in the next section. No construction plans are contingent on this request, but any future work will need to comply with the P/I bulk regulations. If the subject property remains zoned B-1, any future building additions will need to be constructed to look like either a storefront or general building, which a public use like Village Hall is not intended to operate in.

- **Special Use Permit for a Governmental Use in the P/I District**

Section 6.01 requires that all governmental uses in the P/I district obtain special use approval. Village Hall has been operating on this property for decades, likely before the Special Use Permit requirement. The Special Use Permit is being requested along with the rezoning to bring the land use into compliance with the regulations of the zoning ordinance.

Village Hall operates like a traditional professional office, with roughly 35 employees on-site weekdays generally from 8:00 am to 4:00 pm. Public meetings like the Village Board of Trustees and the Planning and Zoning Commission generally occur once or twice a week, and are usually adjourned before 8:00 pm (rarely do meetings go past 10:00 pm).

In 2000, the Village was granted zoning approvals to build the current Village Hall. Previously, most of the Village's administrative functions were split between half of the fire station and a detached house south of the alley facing South Lincoln Street. The Village received approvals to vacate a portion of the alley, consolidate the two lots into one, and a site plan for the new Village Hall. Since the construction of Village Hall, it has not negatively impeded normal and orderly development or improvement of surrounding properties, and it will continue to not do so if the Special Use Permit and rezoning requests are granted.

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

Special Use Permit Review and Approval Criteria (Sec. 14.04(H)):
No special use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed special use is consistent with and in substantial compliance with all village ordinances and regulations and that the applicant has presented evidence to support each of the following conclusions:

(1) That the proposed use or activity is expressly authorized in this zoning ordinance as a special use;
(2) That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
(3) That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
(4) That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
(5) That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
(6) That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

IV. SUMMARY

The Village of Westmont has requested a Map Amendment from the B-1 Downtown Edge District to the P/I Public and Institutional District and a Special Use Permit to operate a governmental use in the P/I district. The requested map amendment would begin a trend of public and institutional uses voluntarily rezoning to the P/I district to take advantage of the newly-created district's regulations, and the special use permit brings the land use into compliance with the Village's zoning ordinance. 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 Special Use Permit approval.

V. LEGAL

A. Notification: A legal notice was published in Westmont Suburban Life on November 20, 2025.
B. Code References: Chapter 95, Sections 5.02; 6.01; 14.02; 14.04;

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the November 20, 2025 Westmont Suburban Life.
2. Findings of Fact - *to be distributed at the meeting*
3. Petitioner Attachments received November 19, 2025 (Edited for VB):
   a. Planning and Zoning Development Application
   b. Project Narrative
   c. Plat of Survey

Certificate of the Publisher

Westmont Suburban Life

Description:PZC 925 OAKWOOD DRIVE
2287159

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
11/20/2025

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
20th day of November, A.D. 2025

Shaw Media By: Laura Shaw

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 10, 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 requests from the Village of Westmont for the property at 925 Oakwood Drive, Westmont, Illinois, 60559, for the following:

1. Zoning Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District for an existing Village water tower facility.

PIN: 06-34-400-017
More Common Location: 925 Oakwood Drive, Westmont, Illinois, 60559
Village Code(s) Applicable: Chapter 95, Sections 5.02; 14.02

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. 20, 2025) 2287159

PZC Case Number (office use only):	PZC 025-2025

Petitioner

Petitioner Name:	Amy Ries, Director of Public Works	**Property Owner Name:**	Village of Westmont
Petitioner Address:	155 E Burlington Ave	**Owner Address:**	31 W Quincy Street
City, State and Zip	Westmont, IL, 60559	**City, State and Zip:**	Westmont, IL, 60559
Phone:	(630) 981-6289	**Phone:**	
Email:	aries@westmont.il.gov	**Email:**	

Subject Property

Property Address (Subject Property):				925 Oakwood Drive			
Property Identification Number(s) PIN(s):				06-34-400-017			
Lot Width	150	**Lot Depth**	240	**Lot Area:**	36,000 sf	**Lot Acreage:**	0.83
Current Zoning:		R-3		**Current Use:**		Major Infrastructure/Utility	
Description of Request/Project Title:				Oakwood water tower rezoning from R-3 to P/I.			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): ***Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.***				Lot 2 in the Westmont High School Subdivision, being a subdivision of part of the Southeast Quarter of Section 34, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.			

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

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PETITIONER SIGNATURE:

Amy Ries, Public Works Director, agent for the Village

Print Name of **Petitioner**

11/11/25

Signature of **Petitioner** and Date

OWNER SIGNATURE
***(if different than the petitioner)*:**

JAMES GUNTHER, Village Manager

Print Name of **Property Owner**

11/6/25

Signature of **Property Owner** and Date

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

PZC Case Number (office use only):	

Application for Zoning Map Amendment

Zoning Map Amendments, or rezonings, are when a property or properties are changed from one zoning district to another. Map amendments may be initiated by the Board of Trustees, Planning and Zoning Commission, the zoning administrator, or by a property owner.

Proposed Rezoning Detailed Description

State the reasoning for requesting the map amendment. Describe any change in use, construction plans, or any other improvement to be completed if the rezoning is approved.

The comprehensively amended zoning ordinance created the P/I Public and Institutional district. This property is currently zoned R-3 Single-Unit Residential. Once rezoned to the P/I district, there will not be a change in use. Since the water tower is currently under construction, the rezoning will not affect the previously granted zoning approvals for the tower's construction. The purpose of the rezoning is to have a Village-owned property that provides a service for the Village be zoned to the Public and Institutional district.

In 2023, the Village Board approved a Zoning Ordinance Variances to the maximum height for a nonresidential structure in the R-3 district, to the minimum required access width for a lot that does not face a public street, to the maximum height allowed for an open-style fence, and a subdivision to create 925 Oakwood Drive and the water tower being built on the property. The Board also approved a Special Use Permit for a Utility, Public and Governmental Use. These approvals run with the land, so they do not need to be re-requested along with this Map Amendment request.

In the table below, please identify the current zoning and land use of the adjacent properties. A PDF of the Zoning Map can be found on the Village of Westmont's website under the Community Development page.

	Current Zoning	Current Land Use
North	O/R Office/Research	Office/parking lot/vacant
East	R-3 Single-Unit Residential	Westmont High School
South	R-3 Single-Unit Residential	Westmont High School
West	R-3 Single-Unit Residential	Westmont High School

1. Explain how the current zoning restrictions of the current zoning district affect property values.

Not applicable, the use and structures will not change, only the zoning district will. Property values should not be impacted by this map amendment.

2. Explain the extent to which any diminution in property value is offset by an increase in the public health, safety, and welfare, if the amendment is approved.

The new water tower will improve the distribution system for potable water, thus directly increasing the public health, safety, and welfare of residents via improved reliability of the Village's drinking water and firefighting capability.

3. Explain the suitability of the subject property for its zoned purposes and the length of time the subject property has been vacant as zoned, considering the context of land development in the vicinity.

A Special Use Permit, Variances, and a Preliminary Plan and Final Plat of Subdivision for the water tower at this location has previously been approved under Ordinance No. 23-013.

4. Explain the value to the community of the proposed zoning map amendment.

The map amendment will reflect actual use.

5. Explain how the proposed map amendment and the future use of the property relates to the Comprehensive Plan's Proposed Land Use Plan and the subarea plan, if the property is in a subarea. The Comprehensive Plan can be found on the Village of Westmont's website under the Community Development page.

The future land use plan states that Public/Semi-Public is an appropriate land use for this property. The requested map amendment to the P/I district is consistent with the recommendations of the Comprehensive Plan.

Notes:

1. Valid protest petitions may be filed against any proposed zoning map amendment. Please see Chapter 95, Section 14.02(G) for more information.

2. Please be advised that the review and decision-making bodies are expressly authorized to recommend and approve a ***less intensive zoning district*** classification than the zoning district that was described in the required public notices.

Village of Westmont
PUBLIC WORKS

31 West Quincy Street, Westmont, Illinois 60559

publicworks@westmont.il.gov | 630-981-6270
westmont.illinois.gov | 630-981-6200

Dear Planning & Zoning Commission:

The Village of Westmont's Public Works Department is seeking several approvals from the Board of Trustees to re-zone its property ("North Water Tower") near the northeast corner of Westmont High School (commonly known as 925 Oakwood Dr.).

This submittal includes the following for the Commission's review and approval:

- Application for Zoning Map Amendment - R3 to P/I

The water tower is currently under construction and this map amendment will ensure the zoning map is consistent with the Special Use Permit, Variances, Preliminary Plan, and Final Plat of Subdivision previously approved under Ordinance No. 23-013.

Sincerely,

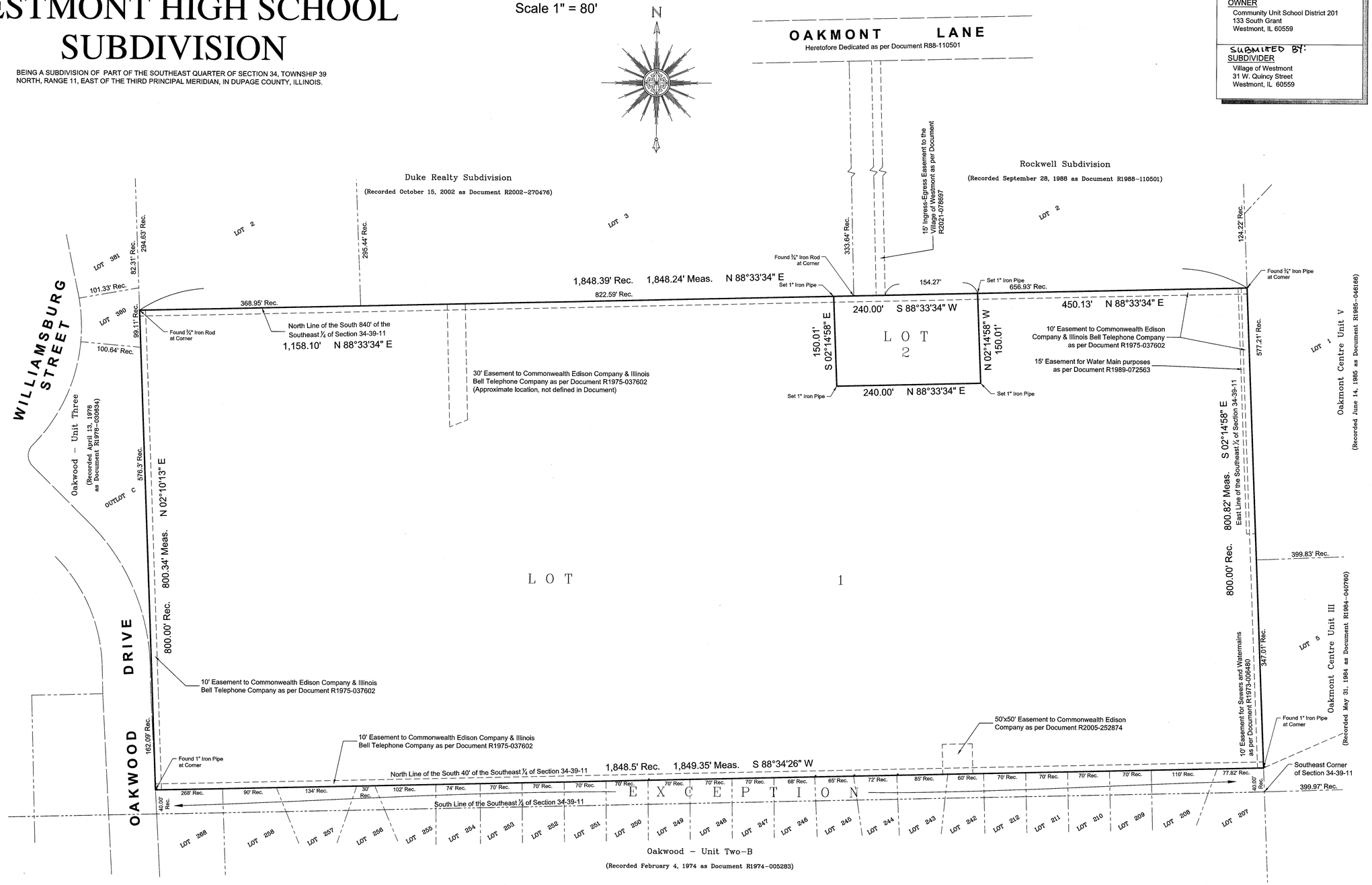
Gregory R. Ulreich, PE, CFM
Village Engineer - Public Works Department

FINAL PLAT OF

WESTMONT HIGH SCHOOL SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Scale 1" = 80'



OWNER
Community Unit School District 201
133 South Grant
Westmont, IL 60559

SUBMITTED BY:
SUBDIVIDER
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

AREA SUMMARY

LOT 1	1,443,966 sq.ft.	33.149 Acres
LOT 2	36,000 sq.ft.	0.826 Acres
TOTAL	1,479,966 sq.ft.	33.975 Acres

P.I.N. NUMBER(S)
06-34-400-011

ADDRESS
909 Oakwood Drive
Westmont, IL 60559

Kathleen V. Carrier
DuPage County Recorder

R2023-022496

Sheet 1 of 2

REVISION DATE:	COMMENTS:
05-07-2021	Plat Prepared & Submitted
12-12-2022	Village Comments

BAXTER & WOODMAN
Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

DRAWN BY: AEB	FIELD WORK COMPLETED: December 5, 2018	
CHECKED BY: AEB		
S-T-R : 34-39-11	SCALE: 1" = 80'	JOB NO: 181238
CLIENT: Village of Westmont		

I:\CRYSTAL LAKE\WAMTA\181238-ELEVATED TANK SURVEY\CAD\DWGS\CURRENT\181238 - PLATS.DWG Plat of Subdivision (Sheet 1)
Plotted: 12/12/2022 9:13 AM By: ABIANCHIN
State of Illinois - Professional Design Firm
License No. - 184-001121 - Expires 4-30-23

FINAL PLAT OF

WESTMONT HIGH SCHOOL SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Kathleen V. Carrier
DuPage County Recorder

R2023-022496

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS IS TO CERTIFY THAT CUSD 201 ARE THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE AFORESAID.

DATED THIS 10 DAY OF FEBRUARY, 2023

BY: Kevin M. Carey

BY: _____

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, Shannon Cossairt, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Kevin M. Carey, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENTS AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 10 DAY OF February, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 27, 2025

(SEAL) OFFICIAL SEAL
SHANNON COSSAIRT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/27/2025

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 IL 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT.
TO THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICT(S) IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING SCHOOL DISTRICT(S):

COMMUNITY UNIT SCHOOL DISTRICT 201
200 N. LINDEN AVENUE
WESTMONT, ILLINOIS 60559

DATED THIS 10 DAY OF FEBRUARY, 2023

BY: Kevin M. Carey (Owner) BY: _____ (Attest)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, Shannon Cossairt, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Kevin M. Carey, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENTS AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS 10 DAY OF February, 2023

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 27, 2025

(SEAL) OFFICIAL SEAL
SHANNON COSSAIRT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/27/2025

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, DOUG CARMICHAEL, CHAIRMAN FO THE VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION, CERTIFY THAT ON THIS 11TH DAY OF JANUARY, 2023, THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION.

BY: _____ Chairman

ATTEST: _____ Secretary

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, Jamie Cunningham, VILLAGE TREASURER OF THE VILLAGE OF WESTMONT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT WESTMONT, DUPAGE COUNTY, ILLINOIS,

THIS 16th DAY OF February, 2023

Village Treasurer

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, Virginia Szymski, VILLAGE CLERK OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON JANUARY 26, 2023, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

ORDINANCE NUMBER 2023 - 013

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS

DATED THIS 17 DAY OF February, 2023

Virginia Szymski
Village Clerk

PUBLIC WORKS DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, AMY N. RIES, PUBLIC WORKS DIRECTOR OF THE VILLAGE OF WESTMONT, ILLINOIS HEREBY CERTIFY THAT THE IMPROVEMENTS DESCRIBED IN THIS PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS 8TH DAY OF FEBRUARY, 2023.

Public Works Director

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, JEAN KACZMAREK, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL ON THIS 14TH DAY OF APRIL, 2023.

DuPage County Clerk

THE COUNTY OF DU PAGE WHEATON, ILLINOIS

DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS INSTRUMENT NO. R2023-022496 WAS FILED IN THE RECORDER'S OFFICE OF DUPAGE COUNTY AFORESAID

ON THE 14th DAY OF April, 2023 A.D. AT 2:49 O'CLOCK, P. M.

BY: _____
Kathleen V. Carrier, DuPage County Recorder

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MCHENRY) S.S.

THIS IS TO STATE THAT I, ANTHONY BIANCHIN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003603, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE WEST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1848.50 FEET TO A POINT THAT IS 796.50 FEET EAST OF THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, 840.0 FEET;
THENCE EAST PARALLEL WITH THE SAID SOUTH LINE OF SOUTHEAST QUARTER, 1848.39 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE SOUTH ON SAID LINE, 840 FEET TO THE PLACE OF BEGINNING, (EXCEPT THE SOUTH 40 FEET THEREOF), IN DUPAGE COUNTY, ILLINOIS.

I FURTHER STATE THAT ALL THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTMONT WHICH HAS ADOPTED A VILLAGE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER STATE THAT A PORTION OF SAID PROPERTY APPEARS TO BE SITUATED IN ZONE "X' (AREAS OF 0.2% ANNUAL CHANCE FLOOD) AND A PORTION OF SAID PROPERTY APPEARS TO BE SITUATED IN ZONE "A" (NO BASE FLOOD ELEVATION DETERMINED) AS DEFINED IN THE FLOOD INSURANCE RATE MAP NO. 17043C0179J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019 (BY GRAPHICAL PLOTTING), TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL DATED THIS 1ST DAY OF FEBRUARY, 2023.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3603
LICENSE VALID THRU NOVEMBER 30, 2024

PROFESSIONAL LAND SURVEYOR ANTHONY E. BIANCHIN 035-003603 LAKE IN THE HILLS ILLINOIS STATE OF ILLINOIS

Sheet 2 of 2

REVISION DATE:	COMMENTS:
05-07-2021	Plat Prepared & Submitted
12-12-2022	Village Comments

BAXTER & WOODMAN
Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450

DRAWN BY: AEB	
CHECKED BY: AEB	
S-T-R : 34-39-11	JOB NO: 181238
CLIENT: Village of Westmont	

I:\CRYSTAL LAKE\WMNTV\181238-ELEVATED TANK SURVEY\CAD\DWGS\CURRENT\181238 - PLATS.DWG Plat of Subdivision (Sheet 2)
Plotted: 12/12/2022 9:13 AM By: ABIANCHIN
State of Illinois - Professional Design Firm
License No. - 184-001121 - Expires 4-30-23

VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

Item for Board of Trustees Consideration:
Board to consider an ordinance approving a request from the Village of Westmont for the property at 925 Oakwood Drive, Westmont, Illinois, 60559, for the following:

1. Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.

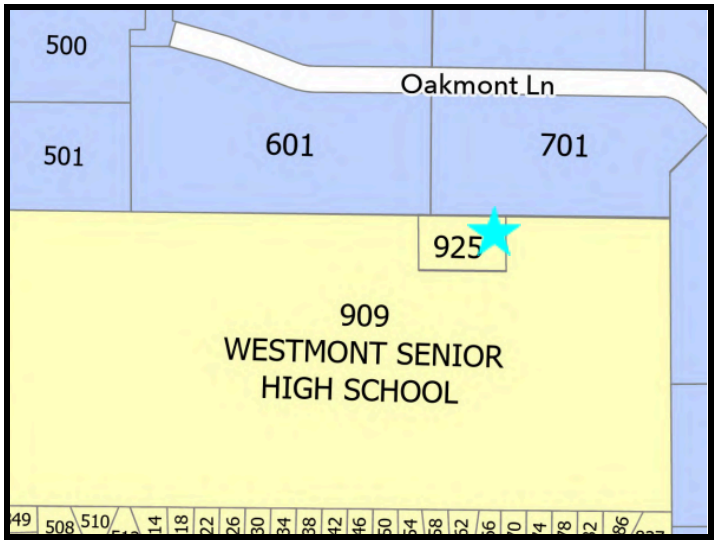
Planning & Zoning Commission recommendation:
The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on this request. The Commission's recommendation will be forwarded to the Board of Trustees at the meeting.

I. BACKGROUND OF ITEM

A. Location: 925 Oakwood Drive is buffered by Westmont High School on three sides and by properties zoned for office and research uses to the north. It is Lot 2 in the Westmont High School Subdivision, which was recorded in 2023. The lot itself is 0.83 acres, or roughly 36,000 square feet in area. Prior to the subdivision in 2023, this area of land was part of the high school's lot and was improved with tennis courts. As the courts deteriorated, the Village of Westmont worked with Community Unit School District 201 to subdivide the property and construct an above-ground water tower facility. The tower is currently under construction.

Aerial Map - 925 Oakwood Drive (source: DuPage County Parcel Viewer)

Zoning Map - 925 Oakwood Drive



B. Zoning Designations:

SUBJECT PROPERTY:
R-3 Single-Unit Residential

NORTH:
O/R Office/Research

SOUTH:
R-3 Single-Unit Residential

EAST:
R-3 Single-Unit Residential

WEST:
R-3 Single-Unit Residential

C. Neighborhood Characteristics

925 Oakwood Drive is an enclave, as it is surrounded by other lots on all sides and does not have direct access to or from a public street. The property has a 15 foot wide access easement through 701 Oakmont Lane, which is currently a parking lot for the offices on the north side of Oakmont Lane. Neighboring uses include offices along Oakmont and Pasquinelli Drive, and the Westmont High School on Oakwood Drive.

D. Previous Zoning Approvals

In January of 2023, the Village of Westmont requested multiple zoning approvals to construct an above-ground water facility. This included a subdivision to convert the old tennis courts into a lot for the facility, a Special Use Permit for a governmental/public utility, and variances to the minimum access width, the maximum height of a nonresidential structure, and to the maximum height of an open-style fence.

Though the water tower is currently under construction, the requested map amendment does not affect the ongoing construction nor previously granted zoning approvals and permits for the tower.

Construction of the Water Tower (November 2025)

II. PETITIONER REQUEST:

The Village of Westmont has requested a Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District for an existing Village water tower facility.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is R-3 Single-Unit Residential, which primarily allows detached houses, and select public and institutional uses like schools, religious institutions, and governmental uses.

The Comprehensive Plan designates the future land use in this area as Public/Semi Public, which describes the designation as, *"...land used for facilities such as government buildings, community*

service providers, utilities, and religious institutions. These uses are found throughout the Village and are typically located based on their need to serve their constituents, members, or targeted population. Through this designation the Land Use Plan expresses a desire for these parcels to remain as a public or semipublic use."

B. Entitlement Request

The petitioner has provided a project narrative and supporting documentation for the following request. Any corresponding zoning ordinance sections for entitlement approval consideration can be referenced in item V(B).

- **Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District**

The P/I district was created when the zoning ordinance was comprehensively amended in August of 2025. It is the Village's intention to start the trend of voluntarily rezoning to the P/I district, beginning with Village-owned properties. This map amendment request is consistent with the recommendations of the Comprehensive Plan, as it will put a public facility in a public zoning district.

Sec. 6.07(K) classifies water towers as a Major Infrastructure or Utility, which requires approval of a Special Use Permit in the P/I district. As previously discussed in item I(D), a Special Use Permit for a governmental utility was granted in 2023. This approval, along with the variances, run with the land, and do not need to be re-requested along with the map amendment. These approvals will not be affected if the map amendment is approved.

IV. SUMMARY

The Village of Westmont has requested a Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District for an existing water tower facility. The request complies with both the requirements of the Zoning Ordinance and the recommendations from the Comprehensive Plan, and does not interfere with previously granted zoning approvals and permits.

V. LEGAL

A. Notification: A legal notice was published in Westmont Suburban Life on November 20, 2025.
B. Code References: Chapter 95, Sections 5.02; 14.02

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the November 20, 2025 Westmont Suburban Life.
2. Findings of Fact - *to be distributed at the meeting*
3. Petitioner Attachments received November 19, 2025 (Edited for PZC):
   a. Planning and Zoning Development Application
   b. Project Narrative
   c. Final Plat of Westmont High School Subdivision

Certificate of the Publisher

Westmont Suburban Life

Description:PZC 328 S WILMETTE
2287161

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
11/20/2025

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
20th day of November, A.D. 2025

Shaw Media By: Laura Shaw

Laura Shaw, Publisher

Account Number 10074602 Amount $158.30

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 10, 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 requests from the Village of Westmont for the property at 328 South Wilmette Avenue, Westmont, Illinois, 60559.

The Village of Westmont is proposing improvements to the Public Works Department's Storage Yard at 328 South Wilmette Avenue. This property will continue to serve as a location for indoor and outdoor storage of materials and equipment for all five Public Works Divisions, as well as the location of an existing Village water tower. The proposed improvements include the construction of two new principal buildings: a salt dome and a storage garage, in addition to the existing storage garage. Additional enhancements are also being proposed, including but not limited to landscaping, surface upgrades, stormwater detention, and fencing. To accommodate these improvements, the following requests will be considered at the public hearing:

1. Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.
2. Special Use Permit to operate a governmental use in the P/I Public and Institutional District.
3. Preliminary/Final Plat of Subdivision to consolidate five (5) lots into one (1) lot.
4. Zoning Ordinance Variance to the minimum front yard setback.
5. Major Site Plan Approval

PIN(s): 09-10-315-046; 09-10-315-046; 09-10-317-011; 09-10-317-012; 09-10-317-013
More Common Location: 328 South Wilmette Avenue, Westmont, Illinois, 60559
Village Code(s) Applicable: Chapter 95, Sections 5.02; 6.01; 10.07(D); 14.02; 14.04; 14.05; 14.06; Appendix B, Article II

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. 20, 2025) 2287161

PZC Case Number (office use only):	PZC 023-2025

Petitioner

Petitioner Name:	Amy Ries	**Property Owner Name:**	Village of Westmont
Petitioner Address:	155 E. Burlington Ave.	**Owner Address:**	31 W. Quincy St.
City, State and Zip	Westmont, IL 60559	**City, State and Zip:**	Westmont, IL 60559
Phone:	630-981-6289	**Phone:**	
Email:	aries@westmont.il.gov	**Email:**	

Subject Property

Property Address (Subject Property):				328 S. Wilmette Ave.			
Property Identification Number(s) PIN(s):				0910317011; 0910317012; 0910317013; 0910315046; 0910315047			
Lot Width	455	**Lot Depth**	300	**Lot Area:**	136,500	**Lot Acreage:**	3.13
Current Zoning:		R-3		**Current Use:**		Governmental	
Description of Request/Project Title:				Public Works Cold Storage Yard Reconstruction			
Legal Description - often found on a Plat of Survey - MUST BE TYPED HERE (or sent in Docx format): ***Pictures or screenshots of the legal description, or writing it by hand will NOT be accepted.***				LOTS EIGHTEEN, NINETEEN AND TWENTY IN BLOCK FOUR IN ARTHUR T. MCINTOSH AND COMPANY' S FAIRMONT PARK, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION TEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE ELEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART CONVEYED TO CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY), ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1920 AS DOCUMENT NO. 143121, ALL IN DUPAGE COUNTY, ILLINOIS. ALSO LOTS SIX AND SEVEN IN BOROUSK' S RESUBDIVISION OF LOTS 15, 16, AND 17 IN BLOCK 4 IN ARTHUR T. MCINTOSH AND COMPANY' S FAIRMONT PARK, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART CONVEYED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY), ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 1971 AS DOCUMENT R1971- 046435, ALL IN DUPAGE COUNTY, ILLINOIS.			

Signature(s)

By signing below, the Petitioner certifies that all of the above statements in this Application and statements on any documents or drawings submitted with this Application are true and correct to the best of my (our) information and belief.

BY SIGNING BELOW, THE PROPERTY OWNER (1) GRANTS PERMISSION TO THE PETITIONER (IF DIFFERENT THAN THE PROPERTY OWNER) TO SUBMIT THIS APPLICATION AND TO SEEK THE ZONING AND DEVELOPMENT APPROVALS CONTAINED IN THE APPLICATION FOR THE PROPERTY, AND (2) AGREES TO BE BOUND BY AND TO COMPLY WITH ANY CONDITIONS ESTABLISHED BY THE VILLAGE FOR THE DEVELOPMENT/USE OF THE PROPERTY.

By signing below, the petitioner and property owner acknowledge that the ***Application fees are non-refundable*** and that submitting this form is not a guarantee that the requests will appear before the Planning and Zoning Commission or Village Board. The petitioner and property owner further acknowledge that all items to be considered by the Planning and Zoning Commission shall receive technical reviews by Village Staff or consultants, as deemed appropriate by the zoning administrator, before being considered by the Planning and Zoning Commission.

PETITIONER SIGNATURE:

Amy Ries, Public Works Director, agent for the Village

Print Name of **Petitioner**

11/11/25

Signature of **Petitioner** and Date

OWNER SIGNATURE
***(if different than the petitioner)*:**

JAMES GUNTHER, Village Manager

Print Name of **Property Owner**

11/6/25

Signature of **Property Owner** and Date

Village of Westmont
COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

PZC Case Number (office use only):	PZC 023-2025

Application for Zoning Map Amendment

Zoning Map Amendments, or rezonings, are when a property or properties are changed from one zoning district to another. Map amendments may be initiated by the Board of Trustees, Planning and Zoning Commission, the zoning administrator, or by a property owner.

Proposed Rezoning Detailed Description

State the reasoning for requesting the map amendment. Describe any change in use, construction plans, or any other improvement to be completed if the rezoning is approved.

The 2025 Zoning Ordinance created a new Public/Institutional zone, which reflects the current conditions of use as a storage yard for the Public Works Department.

In the table below, please identify the current zoning and land use of the adjacent properties. A PDF of the Zoning Map can be found on the Village of Westmont's website under the Community Development page.

	Current Zoning	Current Land Use
North	R-3	Single Family
East	R-3 & B-2	Single Family & Gas Station
South	R-4	Single Family
West	R-3	Single Family

1. Explain how the current zoning restrictions of the current zoning district affect property values.

The current zoning does not reflect the use that has been in place on the property since at least the 1970s.

2. Explain the extent to which any diminution in property value is offset by an increase in the public health, safety, and welfare, if the amendment is approved.

The reconstruction will improve the ability to maintain the premises clean, as well as keeping most of the stored materials under permanent cover. The aesthetic improvement from a new perimeter fence will improve property values. The proposed use, which is a continuation of the existing use, will be an improvement by reconstructing the hard-surface and expanding storage to assist in maintaining cleanliness throughout the site. The new building will act as both a visual and noise barrier for the residence(s) to the north. The naturalization and additional tree planting along the stormwater detention basin will enhance the aesthetics and also provide screening for the neighboring residences along the rear lot line.

3. Explain the suitability of the subject property for its zoned purposes and the length of time the subject property has been vacant as zoned, considering the context of land development in the vicinity.

The property has been under this same use since at least the 1970s.

4. Explain the value to the community of the proposed zoning map amendment.

The zoning will match the newly created Public/Institute zone, thus reflecting the existing conditions. The improvements, under the regulations of the P/I district, will allow for Public Works to better serve the community.

5. Explain how the proposed map amendment and the future use of the property relates to the Comprehensive Plan's Proposed Land Use Plan and the subarea plan, if the property is in a subarea. The Comprehensive Plan can be found on the Village of Westmont's website under the Community Development page.

The continued use as a Governmental Use is consistent with the intent of the zoning ordinance and comprehensive plan.

Notes:

1. Valid protest petitions may be filed against any proposed zoning map amendment. Please see Chapter 95, Section 14.02(G) for more information.

2. Please be advised that the review and decision-making bodies are expressly authorized to recommend and approve a ***less intensive zoning district*** classification than the zoning district that was described in the required public notices.

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PZC Case Number (office use only):	PZC 023-2025

Application for Special Use Permit

Certain uses may be necessary or desirable to allow in a zoning district, but the use may have a unique, special, or unusual impact on the use and enjoyment of neighboring properties or public facilities. The special use process is designed to allow these unique uses to operate in an appropriate location and/or explain how potential impacts will be mitigated.

Proposed Special Use Project Details

State the scope of the work and indicate the specific special use you are requesting. Attach business plans, diagrams, drawings or other information as may be useful to the Planning and Zoning Commission and Village Board of Trustees in understanding your special use request. You must indicate the specific sections of the Zoning Ordinance for which the special use is sought. Please consult Village staff for confirmation.

The proposed project will reconstruct the Public Works Department's Cold Storage Yard at 328 S. Wilmette Ave. As a result of the 2025 Ordinance Revision, the subject property will be rezoned from R-3 to Public/Institutional (P/I). A Special Use Permit is required for Governmental Use per Sec 6.01(B)(3). All five Public Works Divisions will (continue to) use the property for indoor and outdoor storage of materials and equipment, in addition to the Fire Department. Two primary buildings will store equipment and weather-sensitive materials. A third primary building will be a Salt Dome for protecting stored salt as required by the Village's NPDES MS4 (ILR40) permit with the IEPA.

Special Use Standards

The Village of Westmont is obligated to make specific findings of fact for all special use applications according to the Village's Zoning Ordinance and Illinois State Statutes. **Applicants are REQUIRED to submit written evidence and/or analysis of the standards for special use permits below**. **Additionally**, **applicants are strongly encouraged to review the standards for special use permits in preparation for their case during the Planning and Zoning Commission public hearing.** 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]:

1. That the proposed use or activity is expressly authorized in this zoning ordinance as a special use.

The proposed use, which is a continuation of the existing use, is consistent with the description of "Governmental Use" per Sec 6.07(D), of "Infrastructure or Utility, Major" per Sec 6.07(K), and of "Infrastructure or Utility, Minor" per Sec 6.07(L).

[1] *Standards for Special Use Permits pursuant to Chapter 95 - Zoning, Sec. 14.04(H) Review and Approval Criteria*

2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed use, which is a continuation of the existing use, will provide for the storage of materials and equipment that is necessary for the day-to-day operations of the Public Works Department.

3. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to the property values or improvements in the vicinity.

The proposed use, which is a continuation of the existing use, will be an improvement by reconstructing the hard-surface and expanding storage to assist in maintaining cleanliness throughout the site. The new building will act as both a visual and noise barrier for the residence(s) to the north. The naturalization and additional tree planting along the stormwater detention basin will enhance the aesthetics and also provide screening for the neighboring residences along the rear lot line. The proposed fencing will provide for site security and also be aesthetically pleasing for neighboring residents.

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

The proposed use is a continuation of the existing use. Additionally, the surrounding area is already developed. The proposed reconstruction should be an improvement to the area, and continue to not be detrimental to the orderly development and improvement of surrounding properties.

5. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.

The proposed use, which is a continuation of the existing use, will not require additional infrastructure or create additional burden on existing services.

6. That the proposed special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of the zoning ordinance.

See Application for Variation that accompanies this submittal.

If there are special conditions and/or supplemental regulations, please write the condition/regulation (with the code section and number) and response in the box below.

None.

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PZC Case Number (office use only):	PZC 023-2025

Application for Preliminary Plan & Final Plat of Subdivision

The Preliminary Plan of Subdivision shows the lot design, utility layout, street and intersection design for a subdivision, as well as determining waivers from the Land Development Code. If changes are made to the subdivision after the Preliminary Plan is approved, but before the Final Plat is approved, a new Preliminary Plan must be submitted. Subdivisions include consolidations and dedication as defined in Appendix B.

The Final Plat of Subdivision is recorded with the DuPage County Recorder's office. This plat shows the property boundaries, dedicates rights-of-way, and grants easements. Subdivided lots can be sold after a Final Plat is approved and recorded.

Subdivision Process

Subdivisions are most commonly one of the following:

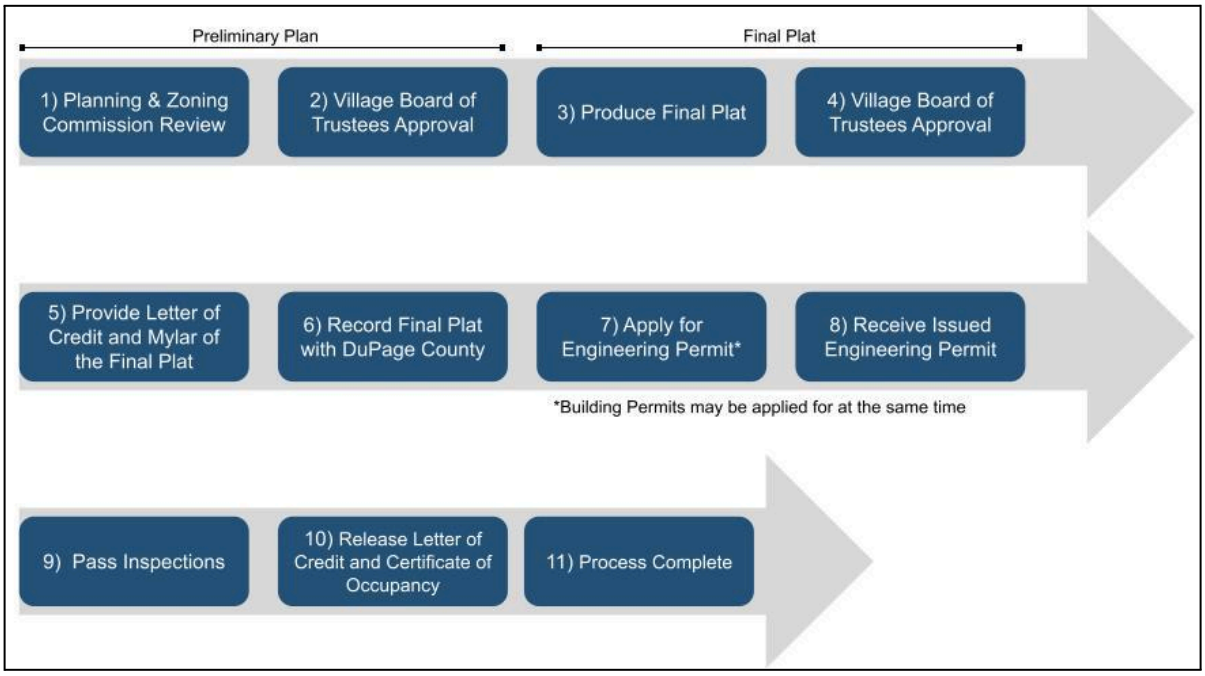
1. A described tract of land which is to be or has been divided into two or more parcels of land
2. Any division of land which creates a lot for transfer of ownership and/or building development where a new street is involved
3. The dedication of streets, ways, or other areas for the use of the public

NOTE: All subdivisions shall comply with the provisions of the Village's Land Development Code where applicable, with the exception of recording of a final plat when such recording is specifically exempted under the Plat Act (765 ILCS 205/0.01 et seq.), which is amended from time to time.

Depending on the scope of the subdivision, the request can be processed in one of two ways. After staff reviews, the process generally have the following steps:

Preliminary Plan and Final Plat Together Process (Generally)

Preliminary Plan and Final Plat Separately Process (Generally)



Proposed Project Detailed Description

Provide an overview of the requested subdivision, including the number of lots, access points, and other relevant information.

The five lots will be consolidated into a single lot, which reflects how the property is currently utilized. The two access points off of S. Wilmette Ave. will be maintained in more or less the same location.

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PZC Case Number (office use only):	PZC 023-2025

Application for Variance

In some cases, properties may not be able to meet the strict standards of the zoning ordinance due to unique conditions. In these cases, an exception to the rule, called a variance, can be requested and granted when particular conditions are met. The petitioner has the responsibility of justifying the request to both the Planning and Zoning Commission and the Village Board. There is a set of standards for variances and the applicant must demonstrate a hardship that they did not create.

Proposed Project and Variance Details

State the scope of the work and indicate the specific variation you are requesting. Attach such diagrams, drawings or other information as may be useful to the Planning and Zoning Commission and Village Board in understanding your variation. You must indicate the specific sections of the Village's Zoning Ordinance for which the variation is sought. Please consult Village staff for confirmation.

The proposed project will consolidate five contiguous lots into a single lot and rezone it from R-3 to Public/Institutional (P/I). The yard will be reconstructed, which will include two, new principal buildings for cold storage and salt storage. Both buildings will require a variance to reduce the front yard setback off of S. Wilmette Avenue from 25 feet to 10 feet.

Variation from Ch. 95, Sec. 5.02(C), Table V-2: P/I Lot and Building Regulations.

Findings of Fact

The Village of Westmont is obligated to make specific findings of fact for all variance applications according to the Village Zoning Ordinance and Illinois State Statutes. The Planning and Zoning Commission must find evidence that the request meets the eight standards of variance defined in the Village's Zoning Ordinance. **Applicants are REQUIRED to submit written evidence and/or analysis of the standards for EACH variance below**. Additionally, **applicants are strongly encouraged to review the standards of variance in preparation of a defense for their variance request** during the Planning and Zoning Commission public hearing.[1] If multiple variances are being requested, respond to **each standard separately**. Attach as many sheets as necessary.

[1] *Standards for Variations pursuant to Chapter 95 - Zoning, Sec. 14.06(H) Standards and Review Criteria*

1. **Practical Hardship or Practical Difficulty:** The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would create a particular hardship or particular difficulty.

Nearly two-thirds of the site is currently dedicated to stormwater management, the water tower, and leased property for wireless communication purposes. The remaining one-third is currently used for storage of equipment and materials by all five Public Works' Divisions. The proposed reconstruction will also need to include equipment storage for the Fire Department during the reconstruction of its headquarters. The current layout is inefficient and also problematic as it relates to maintaining compliance with our IEPA permit (NPDES MS4). With no options to expand thru property acquisition, Public Works must seek to utilize every available square foot to its advantage.

2. **Unique Physical Condition:** The applicant must demonstrate that the subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the subject lot rather than the personal situation of the current owner of the lot.

Nearly two-thirds of the site is currently dedicated to stormwater management, the water tower, and leased area for wireless communication facilities. In addition, the existing fence was reconstructed and granted a variation to the front yard setback (Ordinance 2007-159). This was done to maintain its location along the property line and thus continue to maximize the space available for Public Works' operations.

3. **Not Self-Created:** The applicant must demonstrate that the unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner before acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action for which no compensation was paid.

Historic aerials show the site has been used as a storage yard since at least the 1970's. The principal buildings at the time (since demolished) can be seen to also be encroaching into the current setback requirements for S. Wilmette Ave.

4. **Denied Substantial Rights:** The applicant must demonstrate that requiring strict compliance with the regulation for which a variance is sought would deprive the subject property owner of substantial rights commonly enjoyed by owners of other lots subject to the same regulation.

As with the Public Works Building (155 E. Burlington Ave.), a variance to the front-yard setback is necessary to ensure the use of Village property is utilized to its maximum extent. In addition, multiple variances for storage sheds and cabinets within the front yard setback (s) have already been granted (Ord2003-070; Ord2004-108; Ord2004-111; Ord2004-112; Ord2009-197) for the wireless telecommunications facilities.

5. **Not Merely Special Privilege:** The applicant must demonstrate that the alleged particular hardship or practical difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from use of the subject property.

Not applicable. Public Works is a Department of a (not-for-profit) municipality.

6. **Zoning Ordinance & Comprehensive Plan:** The applicant must demonstrate that the variance would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes of the zoning ordinance and the comprehensive plan.

The continued use as a Governmental Use is consistent with the intent of the zoning ordinance and comprehensive plan.

7. **Essential Character of the Area:** The applicant must demonstrate that the variance would not result in a use or development of the subject property that (1) would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity, (2) would materially impair an adequate supply of the light and air to the properties and improvements in the vicinity, (3) would unduly increase the danger of flooding or fire, (4) would unduly tax public utilities, facilities, or services in the area, or (5) would endanger the public health or safety.

The proposed reconstruction is substantially the same as its current use, as well as consistent with historical use since at least the 1970's. The improvements will provide cover for stored materials that are currently exposed to the elements. The existing stormwater management facility will be improved and the proposed structure will be constructed of non-flammable materials. The proposed improvements will improve public facilities and service to the Village as a whole.

8. **No Other Remedy:** The applicant must demonstrate that there is no means other than the requested variance by which the alleged hardship or practical difficulty can be avoided or remedies to a degree sufficient to permit a reasonable use of the subject property.

Adjacent properties are not available for acquisition, but the need for the yard's reconstruction is immediate. Supplementing with the acquisition of other, non-contiguous parcels would be inefficient and costly for Public Works' operations.

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PZC Case Number (office use only):	PZC 023-2025

Application for Site and Landscaping Plan Review

Site and landscaping plan review and approval is required to ensure the use and development of land, as authorized under the Zoning Ordinance, is undertaken in a proper manner. This could include furthering public health, safety and welfare, making adequate provisions for assuring the availability of appropriate public and private services and amenities, and for minimizing the adverse effects of such development.

The use of site and landscaping plan review is also intended to prevent deterioration of the function, character and appearance of the Village; provide a favorable environment for residents and businesses; and protect property values within Westmont. Conditions of approval may be placed on site plan approvals to ensure any negative impacts associated with the development are mitigated or eliminated.

Site plan approval is required for development under the following situations:

- Construction or enlargement of a principal building occupied by 3 or more dwelling units or the addition of more than 1,000 square feet of impervious surface on any lot occupied by 3 or more dwelling units
- Construction or enlargement of a principal building occupied by one or more nonresidential uses or the addition of more than 1,000 square feet of impervious surface on any lot occupied by a nonresidential use
- Reconstruction or replacement of more than 50% of the street-facing facade of any principal building in a downtown zoning district
- Any other use or activity for which site plan approval is expressly required in the zoning ordinance

Site Plan Review Processes

Site plans are split into two categories: major and administrative. **Major site plans** are when

- Construction of any new building subject to site plan review that exceeds more than 10,000 square feet of gross floor area
- Enlargements of any existing buildings subject to site plan review that results in the addition of more than 10,000 square feet of gross floor area
- Site plans that qualify as administrative site plans but which are referred by the zoning administrator for processing as a major site plan due to potential adverse impacts on neighboring properties or noncompliance with applicable zoning or other village regulations
- Any other activities for which major site plan is expressly identified in the zoning ordinance

Proposed Project Detailed Description

State the scope of the work, noting the gross floor area, number of dwelling or commercial units, etc. Attach such diagrams, drawings or other information as may be useful to the Planning and Zoning Commission in understanding the request.

The proposed project will reconstruct the Public Works Department's Cold Storage Yard at 328 S. Wilmette Ave. All five Public Works Divisions will (continue to) use the property for indoor and outdoor storage of materials and equipment, in addition to the Fire Department. Two new principal buildings will be constructed that will require a variance to the front yard setback. The first new building will be similar to the existing 1-story metal building and both will store equipment and weather-sensitive materials. A third primary building will be a Salt Dome for protecting stored salt as required by the Village's NPDES MS4 (ILR40) permit with the IEPA.

Village of Westmont
PUBLIC WORKS

31 West Quincy Street, Westmont, Illinois 60559

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Dear Planning & Zoning Committee:

The Village of Westmont's Public Works Department is seeking several approvals from the Board of Trustees to re-develop its property ("Cold Storage Yard") at the northwest corner of E. 55th Street and S. Wilmette Ave (commonly known as 328 S. Wilmette Ave.). The Cold Storage Yard comprises five lots from two subdivisions:

P.I.N.	Subdivision	Lot No.
09-10-317-011	A.T. McIntosh & Co.'s Fairmont Park (R1920-143121)	20
09-10-317-012		19
09-10-317-013		18
09-10-315-046	Borousk's Resubdivison (R1971-046435)	6
09-10-315-047		7

This submittal includes the following for the Committee's review and approval:

- Preliminary Plat of Consolidation - 5 Lots to 1 Lot
- Application for Zoning Map Amendment - R3 to P/I
    - Application for Special Use - Governmental
- Application for Variance - Minimum Building Setback (Front/Street Side)
- Application for Variance - Landscape (per Article X)
- Site Plan / Landscape Plan

The Cold Storage Yard is currently used for storing equipment and materials that are used on a daily basis as part of Public Works' operations, and has been used in this capacity since at least 1978. The principal buildings were demolished in 2022 as part of the construction of the Public Works headquarters at 55 E. Burlington Ave. A one-story storage barn remains, along with the detention basin, water tower, and wireless communication accessory buildings.

The re-development of the Cold Storage Yard will maintain the aforementioned barn, detention, tower, and accessory buildings. The hard surfaces will be reconstructed and two principal buildings will be added. The first will be another one-story storage barn along the north property line, while the second will be a salt storage dome along the east property line; both will be within the front yard setback. The site perimeter fence will be replaced with cedar (west/north) and chain-link (east/south).

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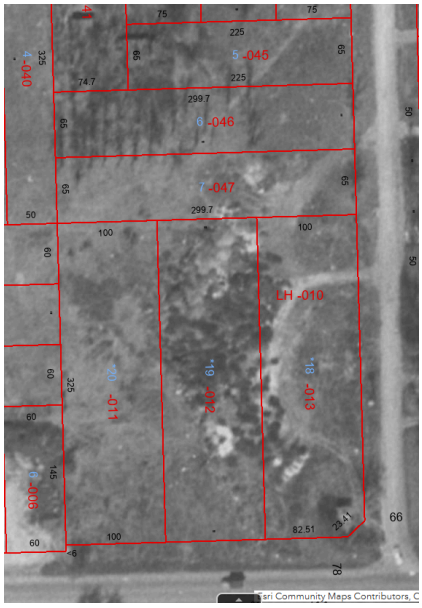
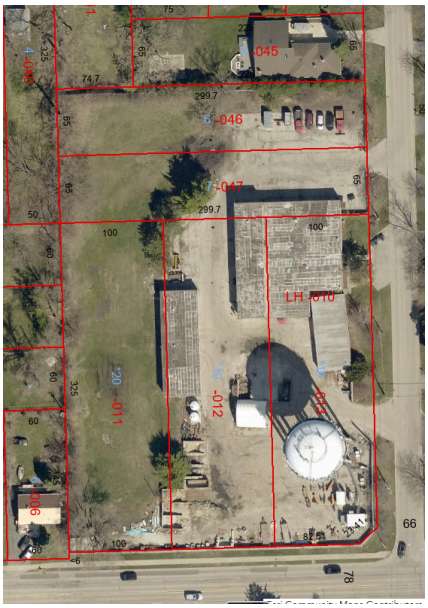
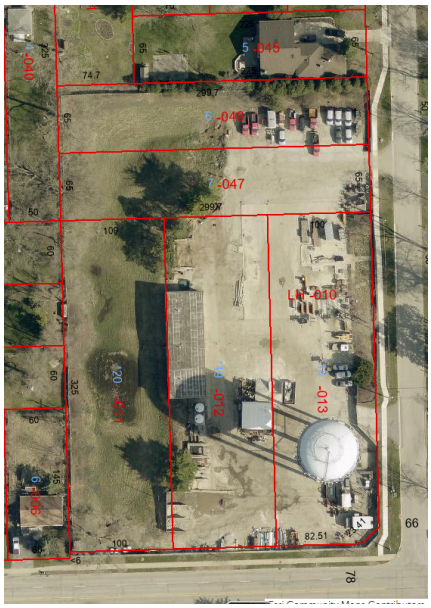


DuPage County Aerial - 1956

DuPage County Aerial - 1978



DuPage County Aerial - 2021



DuPage County Aerial - 2025

Sincerely,
Gregory R. Ulreich, PE, CFM
Village Engineer - Public Works Department

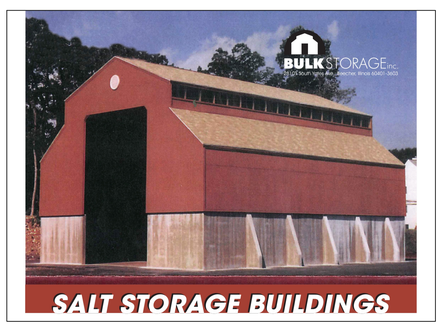
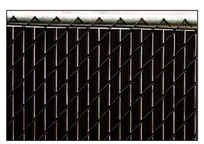
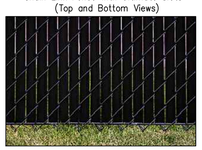
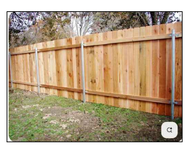


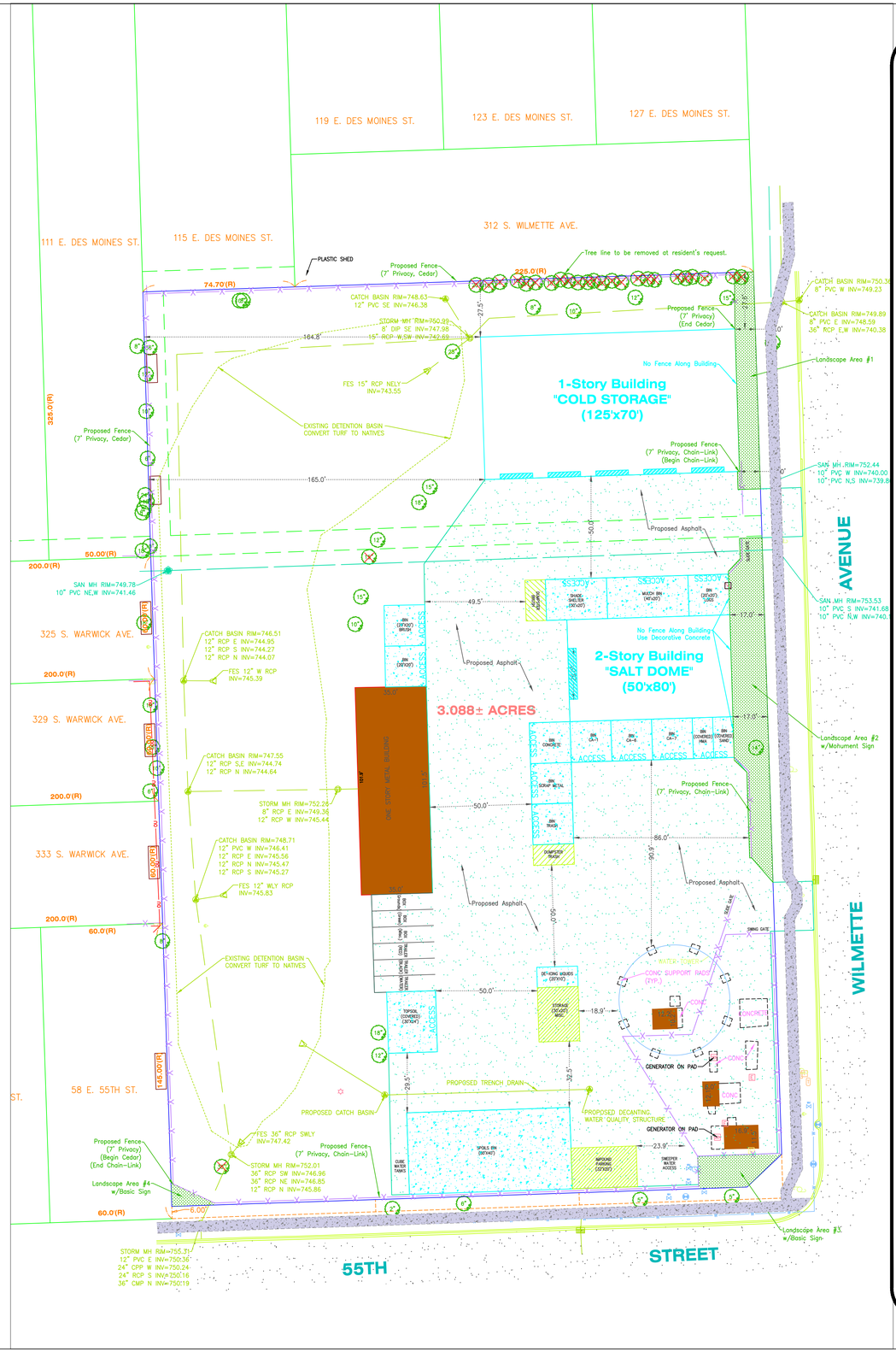
Table V–2: P/I Lot and Building Regulations		
Zoning Standards		**Variation**
Minimum Lot Area (square feet)	None	N/A
Minimum Lot Width (feet)	None	N/A
Minimum Building Setbacks (feet)		
Front/Side Street	25	10
Interior Side		
Abutting R District	10	None
Abutting Non–R District	5	N/A
Rear	20	None
Minimum Separation of Buildings on Same Lot (feet)	20	None
Maximum Building Height (feet)	45	None



NOODLE LINK PLUS™
Chain Link Fence with Ultimate Slots™
(Top and Bottom Views)







General Notes

No.	Revision/Issue	Date

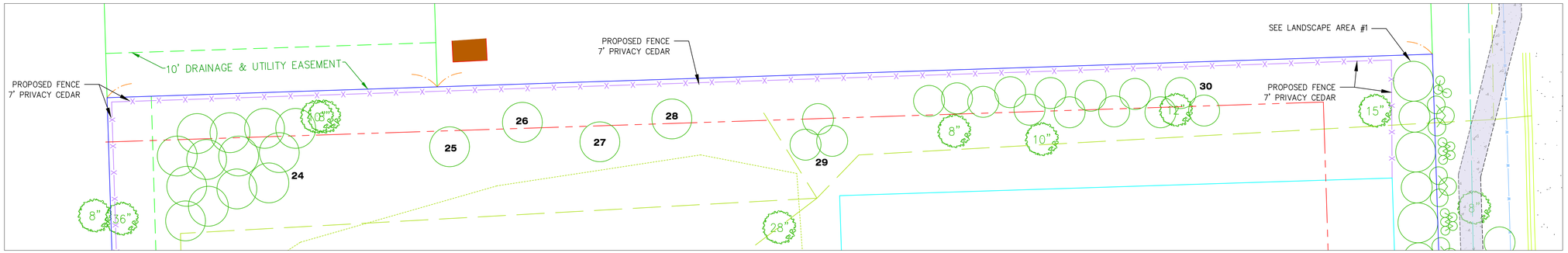
Firm Name and Address

Project Name and Address

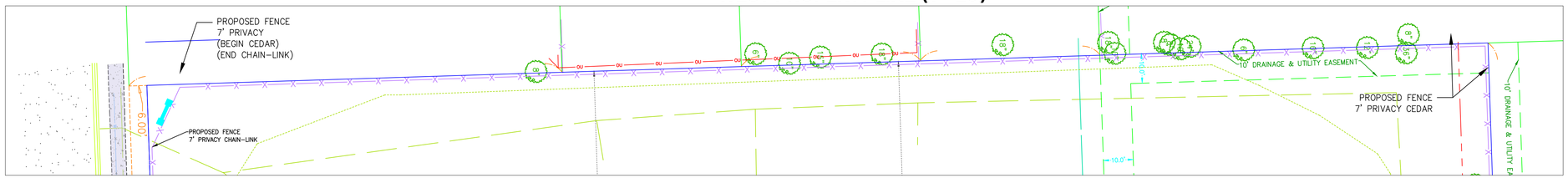
Site Plan
Cold Storage Yard
Public Works Department
328 S. Wilmette Ave.

Project	Sheet
COLD STORAGE YARD	01
Date 11/6/2025	
Scale 1" = 30'	

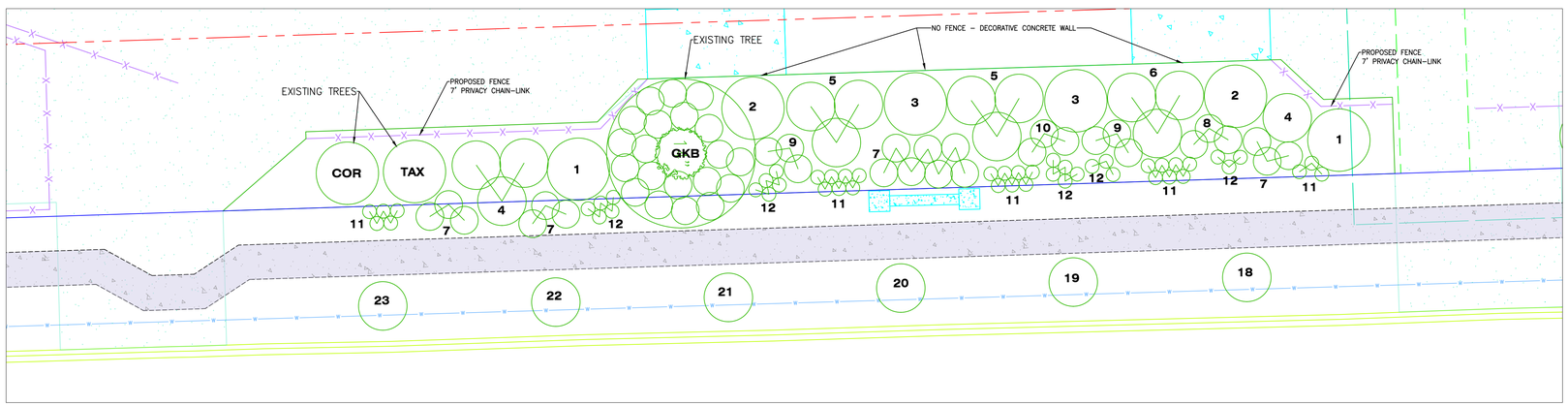
NORTH PROPERTY LINE (1"=20')



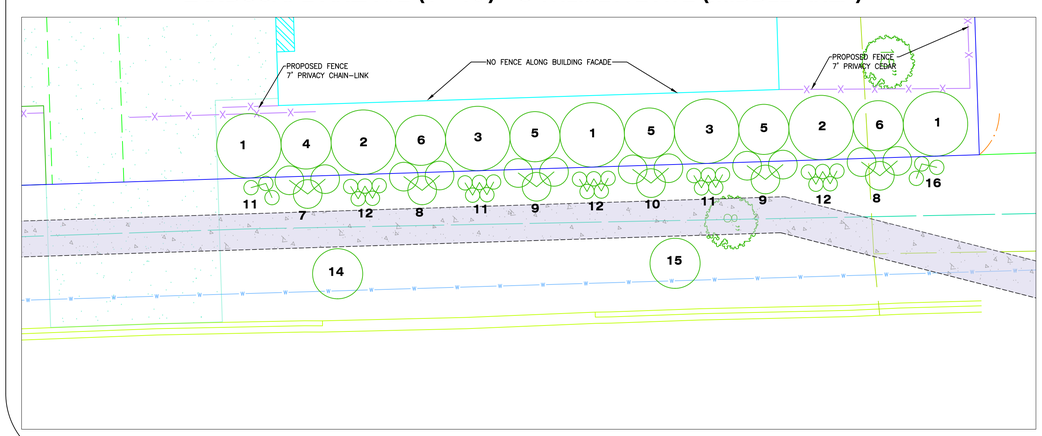
WEST PROPERTY LINE (1"=20')



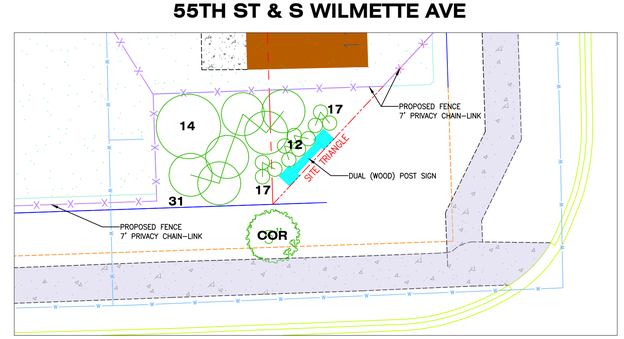
LANDSCAPE AREA #1 (1"=10') - S WILMETTE AVE (NORTH END)



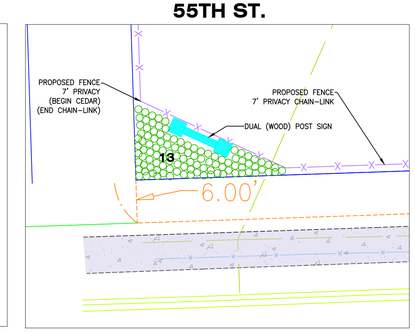
LANDSCAPE AREA #2 (1"=10') - S WILMETTE AVE (MIDDLE AREA)



LANDSCAPE AREA #3 (1"=10')
55TH ST & S WILMETTE AVE



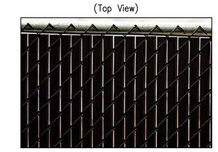
LANDSCAPE AREA #4 (1"=10')
55TH ST.



CEDAR BOARD-ON-BOARD

CEDAR SHADOW-BOX

(Top View)



NOODLE LINK PLUS™
Chain Link Fence with Ultimate Slots™

(Bottom View)

General Notes

PROPOSED PLANT LIST
1. Quercus x bimundorum (Crimson Spire Oak)
2. Acer saccharum (Apollo Sugar Maple)
3. Liquidambar styraciflua (Silhouette Sweetgum)
4. Carpinus caroliniana (Musclewood; multi-stem)
5. Populus tremuloides (Quaking Aspen; multi-stem)
6. Ostrya virginiana (Ironwood; multi-stem)
7. Viburnum prunifolium (Blackhaw Viburnum)
8. Aesculus parviflora (Bottlebrush Buckeye)
9. Corylus americana (American Hazelnut)
10. Calycanthus floridus (Carolina Allspice)
11. Andropogon gerardii (Blackhawks Big Bluestem)
12. Eutrochium maculatum (Joe Pye Weed)
13. Low Profile Native Plug Mix:
14. Ulmus americana (Jefferson American Elm)
15. Quercus muehlenbergii (Chinkapin Oak)
16. Liriodendron tulipifera (Emerald City Tulip-poplar)
17. Andropogon gerardii (Red October Big Bluestem)
18. Malus (Royal Raindrops Crabapple)
19. Syringa reticulata (Ivory Silk Japanese Lilac)
20. Cornus mas (Corneliancherry Dogwood)
21. Crataegus virdis (Winter King Hawthorn)
22. Syringa pekinensis (Beijing Gold Peking Lilac)
23. Malus x adstringens 'Durleo' (Gladiator Crabapple)
24. Oaks & Hickories
25. Quercus alba (White Oak)
26. Quercus macrocarpa (Burr Oak)
27. Carya ovata (Shagback Hickory)
28. Tilia americana (American Basswood)
29. Celtis occidentalis (Common Hackberry)
30. Liquidambar styraciflua (Sweetgum)
31. Quercus velutina (Black Oak)
32. Crataegus mollis (Downey Hawthorn)
33. Asmina triloba (Pawpaw)
34. Acer rubrum (Red Maple; multi-stem)

EXISTING PLANT LIST
COR – SILKY DOGWOOD
TAX – YEW
GKB – GINKGO
POD – COTTONWOOD
CER – REDBUD
PAW – PAWPAW
COT–SHOWY COTTONEASTER
HAC – HACKBERRY
SIB – SIBERIAN ELM
NOR – NORWAY MAPLE
ARB – ARBORVITAI
MUL – MULBERRY

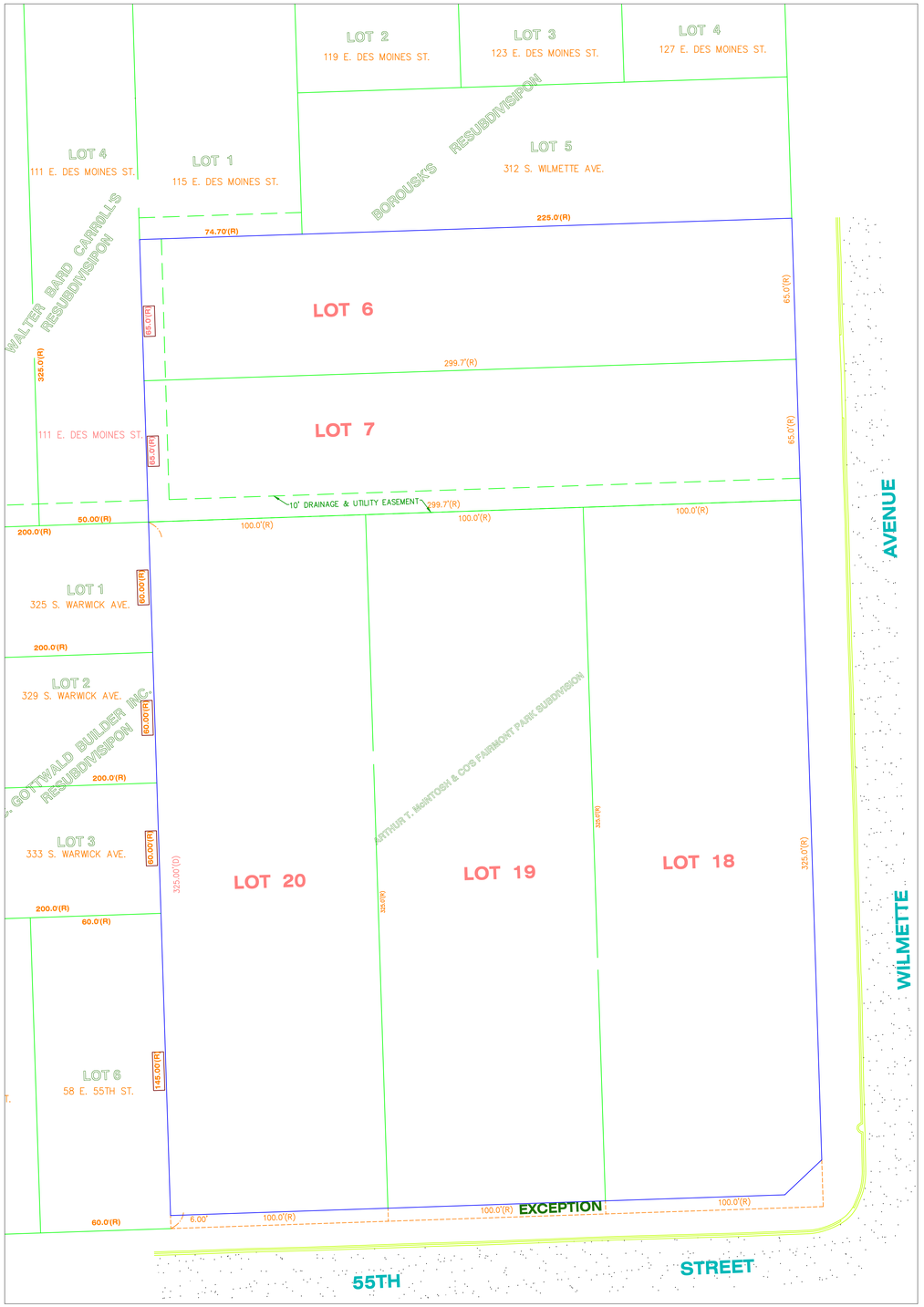
No.	Revision/Issue	Date

Firm Name and Address

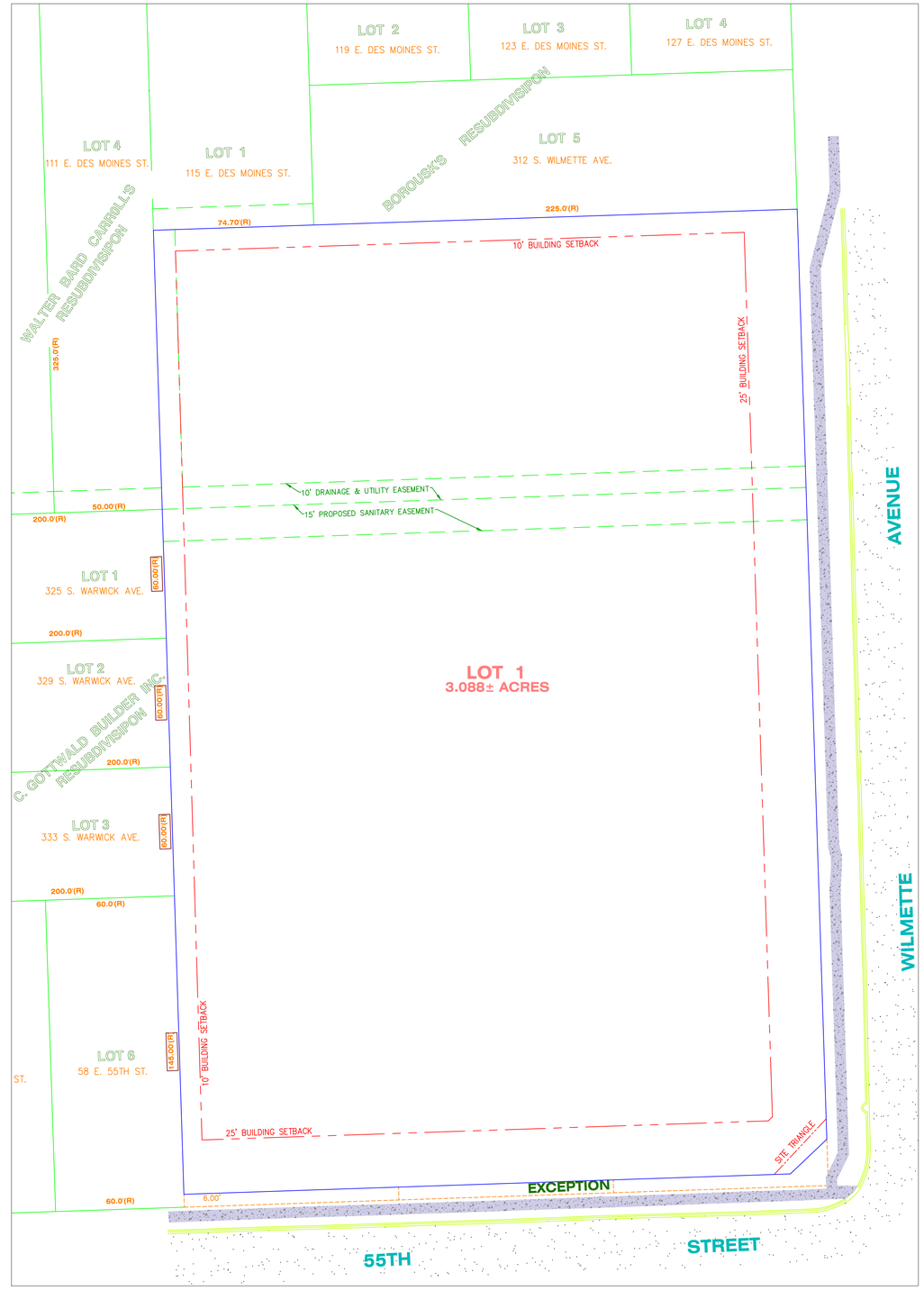
Project Name and Address
Landscape Plan
Cold Storage Yard
Public Works Department
328 S. Wilmette Ave.

Project	Sheet
COLD STORAGE YARD	01
Date 11/19/2025	
Scale 1" = 30'	

EXISTING PLATS OF SUBDIVISION



PROPOSED PLAT OF CONSOLIDATION



General Notes

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

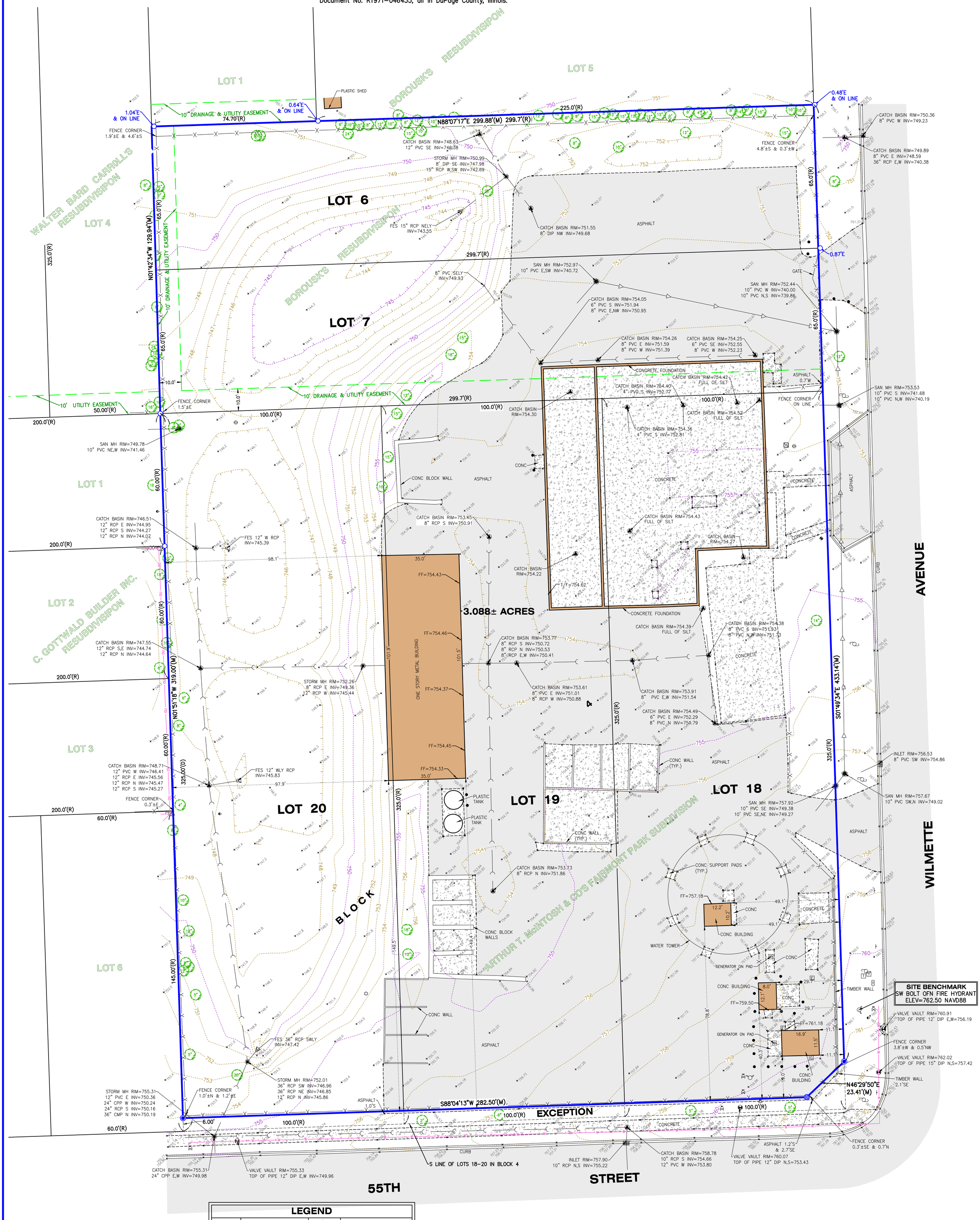
Preliminary Plat
Cold Storage Yard
Public Works Department
328 S. Wilmette Ave.

Project	Sheet
COLD STORAGE YARD	01
Date 11/19/2025	
Scale 1" = 30'	

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

BOUNDARY AND TOPOGRAPHIC SURVEY

Lots 18, 19 and 20 in Block 4 in Arthur T. McIntosh and Company's Fairmont Park, being a Subdivision of the West Half of the Southwest Quarter of Section 10, Township 38 North, Range 11, East of the Third Principal Meridian, (except that part conveyed to the Chicago, Burlington & Quincy Railroad Company), according to the Plat thereof recorded June 28, 1920, as Document No. 143212, (excepting that part taken for highway purposes) all in DuPage County, Illinois.
Also,
Lots 6 and 7 in Borousk's Resubdivision of Lots 15, 16, and 17 in Block 4 Arthur T. McIntosh and Company's Fairmont Park, being a Subdivision of the West Half of the Southwest Quarter of Section 10, Township 38 North, Range 11, East of the Third Principal Meridian, (except that part conveyed to the Chicago, Burlington & Quincy Railroad Company), according to the Plat thereof recorded September 13, 1971, as Document No. R1971-046435, all in DuPage County, Illinois.



LEGEND			
•	BOLLARD		GENERATOR
	CATCH BASIN		LIGHT
	CURB INLET		MONITORING WELL
	DOWN GUY		SANITARY MANHOLE
E	ELECTRIC METER		SET IRON BAR
	ELECTRIC OUTLET		SIGN
	FIRE HYDRANT		STORM MANHOLE
	FLAG POLE	T	TELEPHONE HANDHOLE
	FLARED END SECTION	T	TELEPHONE RISER
	FOUND CROSS		UTILITY POLE
●	FOUND IRON BAR		VALVE VAULT
○	FOUND IRON PIPE		WATER VALVE
	FOUND MAG NAIL	(M)	MEASURE
G	GAS METER	(R)	RECORD

PROJECT BENCHMARK
NGS DATA BENCHMARK
DESIGNATION "DGN03001 RESET"
ELEV=746.38 NAVD88

20' 0' 20' 40'
SCALE: 1" = 20'

CLIENT: PRIMERA ENGINEERS, LTD.
DRAWN BY: PJD CHECKED BY: TVA
SCALE: 1"=20' SEC. 10 T. 38 R. 11 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 09-10-317-010, 011, 012
JOB NO.: 230538 I.D. TPB
FIELDWORK COMP.: 07/07/23 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: ___

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.
* Title search may be necessary to verify Highway exception shown on GIS map.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

TERRY L. VAN ALSTINE
035-003055
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2024
WOODSTOCK, ILLINOIS

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary and topographic survey.

Dated at Woodstock, McHenry County, Illinois 07/25 A.D., 2023.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3055

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VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

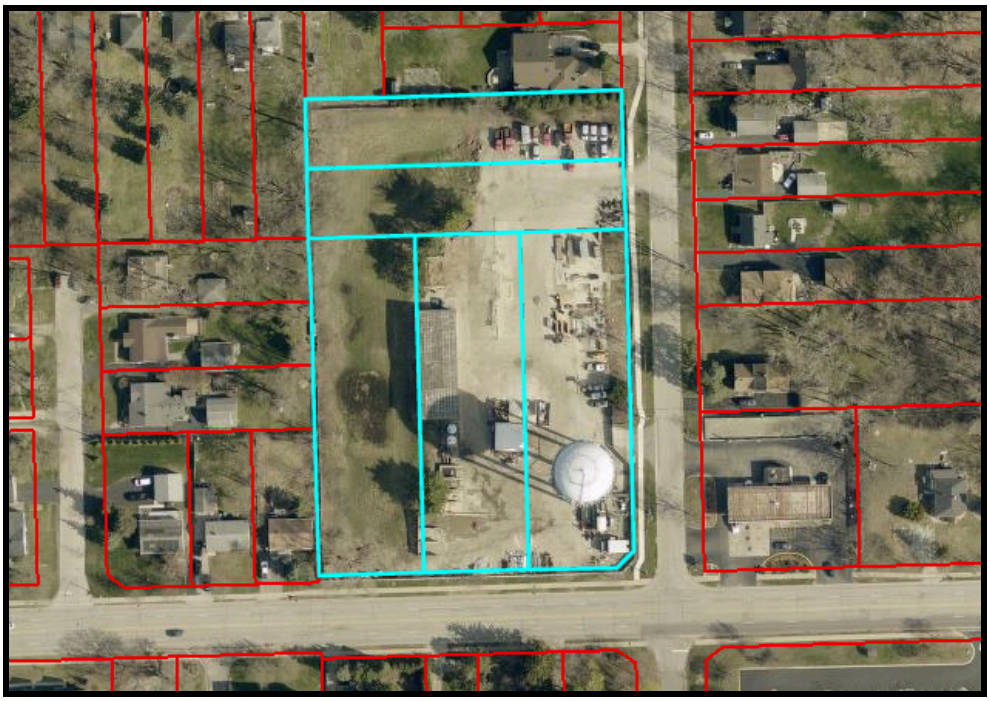
Item for Board of Trustees Consideration:
Board to consider an ordinance approving requests from the Village of Westmont for the property at 328 South Wilmette Avenue, Westmont, Illinois, 60559, for the following:

1. Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.
2. Special Use Permit to operate a Governmental Use in the P/I Public and Institutional District.
3. Preliminary Plan of Subdivision to consolidate five (5) lots into one (1) lot.
4. Zoning Ordinance Variance to the minimum front yard setback.
5. Major Site Plan Approval.

Planning & Zoning Commission recommendation:
The Planning & Zoning Commission will hold a public hearing on December 10, 2025, on this request. The Commission's recommendation will be forwarded to the Board of Trustees at the meeting.

I. BACKGROUND OF ITEM

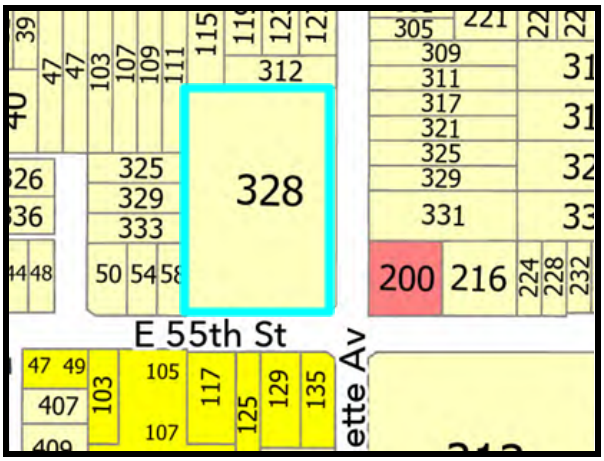
A. Location: 328 South Wilmette Avenue consists of five (5) lots with an overall size of approximately 3 acres (~134,513 sqft). The property is located at the northwest corner of South Wilmette Avenue and 55th Street. The property has historically been utilized as a public works facility and houses one of the Village's water towers for the Village since at least the 1950's.



Aerial Map - 328 South Wilmette Avenue (source: DuPage County Parcel Viewer)

B. Zoning Designations:

SUBJECT PROPERTY	R-3 Single-Unit Residential
NORTH	R-3 Single-Unit Residential
SOUTH	R-4 General Residence District
EAST	R-3 Single-Unit Residential & B-2 General Business District
WEST	R-3 Single-Unit Residential



Zoning Map - 328 South Wilmette Avenue

C. Neighborhood Characteristics

The property is situated at the northwest corner of South Wilmette Avenue and 55th Street. The five total lots within the property were recorded in two different subdivisions: three lots along 55th Street are part of the A.T. McIntosh & Co.'s Westmont Acres subdivision (1920), and the two lots fronting South Wilmette Avenue are within Borousk's Resubdivision (1971). Historically, 55th Street has served as a major thoroughfare, connecting numerous local municipalities between Kingery Highway (Route 83) and Veterans Memorial Highway (I-355). Given this location, the surrounding area features diverse uses, including single-unit homes, apartment buildings, religious institutions, and a fueling station.

Street View - 328 South Wilmette Avenue (facing southwest) (source: Google)

Street View - 328 South Wilmette Avenue (facing northwest) (source: Google)

II. PETITIONER REQUEST:

The Village of Westmont is proposing improvements to the Public Works Department's Storage Yard at 328 South Wilmette Avenue. This property will continue to serve as a location for indoor and outdoor storage of materials and equipment for all five Public Works Divisions, as well as the location of an existing Village water tower.

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

The current zoning district of the property is R-3 Single-Unit Residential, which allows for largely residential focused and select institutional uses like religious assemblies, schools, and government uses. The Comprehensive Plan designates the future land use in this area as Public/Semi Public, which describes the designation as, *"...land used for facilities such as government buildings, community service providers, utilities, and religious institutions. These uses are found throughout the Village and are typically located based on their need to serve their constituents, members, or targeted population. Through this designation the Land Use Plan expresses a desire for these parcels to remain as a public or semipublic use."*

B. Entitlement Request

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

- **Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District.**

The Village recently created the P/I Public and Institutional zoning district through comprehensive amendment to the zoning ordinance. This district features use and bulk regulations specifically tailored to the unique needs of public and institutional facilities, which are often poorly accommodated by other zoning classifications. The Village's strategy is to proactively begin rezoning their own properties that house public uses and/or facilities, which may be accompanied by other zoning approvals on larger projects. The requested map amendment aligns with this strategy, as well

as with the land use framework and recommendations outlined in the Comprehensive Plan's future land use plan.

- **Special Use Permit to operate a Governmental Use in the P/I Public and Institutional District.**

Section 6.01 requires that all governmental uses in the P/I district obtain special use approval. This public works facility has historically been operating on this property for decades, likely before the Special Use Permit requirement and therefore, there is not an approved Special Use Permit on file. If approved the use will allow for the continued use and expansion of the Public Work's vital operations.

- **PreliminaryPlan of Subdivision to consolidate five (5) lots into one (1) lot.**

Due to the property consisting of five (5) underlying lots, it is best practice to consolidate the underlying lots into a single lot when a site plan is being approved. In doing so, a new PIN will be created for the underlying lot that will be approximately 3 acres in area. Since the property has been in use for decades as a public works facility, the required improvements needed are minimal as there already is on-site stormwater detention and the rights-of-way are already improved.

- **Zoning Ordinance Variance to the minimum front yard setback.**

The Public Works Department proposes significant site improvements, including a new salt storage dome and a new cold storage garage. This construction requires a variance from the P/I district's minimum 25-foot front yard setback for the two new principal buildings (10 feet for the vehicle storage garage and 17 feet for the salt storage building).The placement is constrained by the existing location of facilities, and the need for large vehicle turning radiuses for facility activities, while also prioritizing maximum separation from the neighboring residential properties.

- **Major Site Plan Approval**

Regarding the proposed structures, both new buildings meet all minimum zoning requirements with the exception of the front yard setback variance. The Cold Storage Building is planned as a metal-sided, pole-barn style facility primarily intended for storing maintenance-related vehicles. The second structure, the Salt Dome, will be used to store salt vital for the Village's winter snow removal and salting operations, though its final style and type have not yet been determined. The general location and size is delineated in the Site Plan.

Other on-site improvements include designated storage areas for various materials belonging to the Public Work's Streets, Forestry and Grounds, Water, Fleet and Facility, and Underground divisions, with materials planned to be stored mainly within enclosed or semi-enclosed bins. The site will be paved (i.e. asphalt or concrete), which is necessary to minimize the tracking of material onto the adjacent roadway as well as to maintain the premises clean and organized. Defined parking spaces are not proposed since personal vehicles will not be parked at this site. However, spaces will be designated for trailers, storage containers, and impoundment vehicles. The existing chain-link fence with privacy slats will be replaced and expanded. A 7-foot tall, chain-link, fence with privacy slats will be installed along the frontage of S Wilmette Ave and 55th Street. A 7-foot tall, board-on-board, cedar fence will be installed along the west and north property lines to screen the yard from the adjacent residential properties. A variance for a solid fence in the front and street side yards setback was granted in 2007 (Ordinance 07-159), negating the need for a new variance. Additionally, another fence within the aforementioned perimeter fencing is proposed to surround the telecommunication

facilities and their ladder access to the water tower. This will provide the 24-hour access for the telecommunication agencies that is required by the lease agreements while eliminating access to the rest of the yard.

The Major Site Plan includes a detailed landscape plan, which proposes landscaping in four specific areas along 55th Street and Wilmette Avenue, reflecting the governmental nature of the facility. The existing detention area on the west side of the property is planned to be naturalized. Finally, the plan calls for two signs along 55th Street and one monument sign along Wilmette Avenue, all of which are exempt from standard requirements under Section 11.03(M)(1) of the Zoning Ordinance as they relate to the discharge of a governmental function.

IV. SUMMARY

The Village of Westmont is proposing improvements to the Public Works Department's Storage Yard at 328 South Wilmette Avenue, which will continue to serve as a location for indoor and outdoor storage of materials and equipment for all five Public Works Divisions, as well as the site of an existing Village water tower. The proposed improvements will include the construction of a salt dome and a storage garage, which are in addition to the existing storage garage and water tower. Along with the aforementioned new principal structures will be landscaping, pavement surface upgrades, stormwater detention, monument signage, and security fencing. To facilitate these changes, the following requests were made: a Map Amendment from the R-3 Single-Unit Residential District to the P/I Public and Institutional District; a Special Use Permit to operate a Governmental Use in the P/I Public and Institutional District; a Preliminary Plan of Subdivision to consolidate five (5) lots into one (1) lot; a Zoning Ordinance Variance to the minimum front yard setback; and Major Site Plan Approval.

V. LEGAL

A. Notification: A legal notice was published in Westmont Suburban Life on November 20, 2025.
B. Code References:Chapter 95, Sections 5.02; 6.01; 10.07(D); 14.02; 14.04; 14.05; 14.06; Appendix B.
C. Other Action: The recommendation made by the Planning and Zoning Commission will be referred to the Village Board for a final decision. The recommendation is anticipated to be considered by the Village Board at the December 11, 2025 meeting.

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the November 20, 2025 Westmont Suburban Life.
2. Findings of Fact - to be distributed at the meeting
3. Petitioner Attachments (Edited for PZC):
   a. Planning and Zoning Development Application, including responses to the Special Use Permit and Variance Standards
   b. Cover Letter
   c. Site Plan (For Approval)
   d. Landscaping Plan (For Approval)
   e. Preliminary Plan (For Approval)
   f. Topographical Survey

Master Services Agreement

This Master Services Agreement (this "Agreement") sets forth the terms and conditions to which the Customer agrees with respect to the acquisition and use of its Fleet Solution and/or Field Solution (the "Solution"), associated Hardware, and any applicable Installation services, all as set forth on the applicable Quote(s) to which this Agreement relates (the "Quote(s)") and as set forth on the applicable Addendum(s) to which this Agreement relates (the "Addendum(s)"). Unless otherwise defined herein, all capitalized terms shall have the same meaning as prescribed in the applicable Quote and Addenda.

BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, ESTIMATE, STATEMENT OF WORK, OR OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY APPLICABLE ADDENDUMS, INCLUDING THE CLEARPATHGPS PRIVACY POLICY. CLEARPATHGPS MAY REVISE AND UPDATE THIS AGREEMENT, INCLUDING ANY ADDENDUM, FROM TIME TO TIME IN ITS SOLE DISCRETION EFFECTIVE UPON NOTICE TO CUSTOMER'S ACCOUNT. ALL CHANGES ARE EFFECTIVE IMMEDIATELY WHEN POSTED AND APPLY TO ALL ACCESS TO AND USE OF THE SOLUTION, DEVICES AND INSTALLATION SERVICES THEREAFTER.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

Term and Termination

Term. Unless otherwise set forth on the applicable Quote, the Subscription Term for using the Solution is calculated on a per Device or subscription license ("License") basis commencing upon execution and delivery of the Quote to which this Agreement relates (the "Effective Date") and ending upon expiration of the date set forth on the Quote. Unless otherwise set forth on the Quote, once a Device or License is Activated, the Solution will continue through the balance of the Subscription Term, unless earlier terminated in accordance with the terms hereof. For the purposes of this Agreement, a Device is "Activated" when it is configured to communicate and send data to the Solution; a License is "Activated" when Customer received access to the Solution.

Renewals. Upon expiration of the initial Subscription Term set forth on the applicable Quote for the Solution ("Initial Subscription Term"), except as otherwise set forth on the applicable Quote, the Subscription Term automatically renews for additional successive terms equal to the duration of the Initial Subscription Term (each a "Renewal Term", and together with the Initial Subscription Term, the "Subscription Term") unless either party provides the other with written notice of termination at least 60 days before the end of the then-current Subscription Term, provided that no Renewal Term shall exceed 12 months. For the sake of clarity, if the Initial Subscription Term exceeds 12 months, each Renewal Term shall default to 12 month term renewals.

Renewals. Upon expiration of the initial Subscription Term set forth on the applicable Quote for the Solution ("Initial Subscription Term"), the Subscription Term shall not automatically renew. Any renewal of the Subscription Term must be agreed upon in writing by both the Customer and ClearPathGPS prior to the expiration of the then-current Subscription Term. If the Customer and ClearPathGPS do not reach a written agreement on renewal before the expiration date, this Agreement shall terminate, and the provisions under **Effect of Termination** shall apply.

Termination for Cause. Either party may terminate this Agreement effective upon notice if the other party: (i) becomes insolvent; (ii) enters bankruptcy, reorganization, or other similar proceedings under applicable laws, whether voluntary or involuntary; (iii) admits in writing its inability to pay debts; or (iv) makes or attempts to make an assignment for the benefit of creditors.

Subscription Term Buyout. Customer may terminate the Subscription Term early without cause upon thirty (30) days prior written notice; provided that Customer pays all fees, including Solution Fees, that would have been owed through the remainder of the Subscription Term, which fees shall become due and payable in full on the effective date of termination.

Effect of Termination. Upon any termination or expiration of the Subscription Term, (i) Customer's right to access and use the terminated Solution shall terminate; (ii) ClearPathGPS has no obligation to retain any data collected through Customer's use of the Solution; and (iii) Customer shall return any Rented Devices within 30 days, and any Rented Devices not returned within such timeframe will be billed to Customer at its full replacement value. The provisions of this Agreement, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, confidentiality and limits of liability, will survive the expiration or termination of this Agreement.

Follow-On Orders. Customer may purchase additional Hardware or Solution subscriptions following the Effective Date. Such follow-on orders will be subject to the terms and conditions of this Agreement. Unless otherwise specified in the applicable Quote, any additional Hardware or Solution subscriptions will have a Subscription Term that expires on the same date as the original Subscription Term, with pricing prorated accordingly for the remaining period. Follow-on orders placed within ninety (90) days prior to the expiration of the current Subscription Term will automatically commence a new Subscription Term for all subscriptions under this Agreement upon expiration of the then-current term.

Solution Access

Use Rights. Subject to the terms of this Agreement and the associated Addendum(s), ClearPathGPS grants Customer during the Subscription Term the non-transferable, non-exclusive, non-sublicensable right to access and use the Solution for information collected solely for Customer's own internal business operations.

Support; Training. During the Subscription Term, Customer will be entitled to access training, online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Support and Training") offered by ClearPathGPS from time to time.

User Accounts. Customer will be provided one Customer account, which will allow Customer's authorized users to see data collected from all Customer's Activated Devices. Customer will be provided unique user accounts to access the Customer account. Customer may designate and add user accounts pursuant to the applicable product tier purchased by Customer. Customer will be responsible for the confidentiality and use of its passwords and user accounts. ClearPathGPS will act as though any electronic communications it receives under Customer's passwords, user accounts, and/or account numbers have been sent by Customer. Customer agrees to immediately notify ClearPathGPS if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user accounts, and/or account numbers. Customer agrees not to access the Solution by any means other than through the interfaces that are provided by ClearPathGPS.

Transmission of Data. Customer understands that the technical processing and transmission of Customer Data (including data collected from the Devices) is necessary to Customer's use of the Solution, and hereby consents to ClearPathGPS's interception, processing and storage of such data. Customer acknowledges that ClearPathGPS may use and disclose Customer's Data for purposes related to testing provision, and improvement, of the Solution and Devices, and may use and disclose de-identified Customer Data ("Resultant Data") solely in aggregate or other de-identified form in connection with its business. For the avoidance of doubt, Resultant Data shall not contain any Personal Information (as defined below), or any information which could be used to identify Customer, and shall not be linked by ClearPathGPS with any other data such that it could be used to identify any individual or Customer. Customer understands that Customer or ClearPathGPS may be transmitting data over the Internet, and over various networks, only part of which may be owned and/or operated by ClearPathGPS. Customer agrees that ClearPathGPS is not responsible for any portions of data that are lost, altered, intercepted or stored without authorization during the transmission of data across networks not owned and/or operated by ClearPathGPS. To the extent Customer's Data includes Personal Information (as defined herein), Customer represents and warrants that it has obtained the required consents and authorizations for ClearPathGPS to collect, use and disclose such Personal Information as contemplated by the parties in this Agreement. "Personal Information" means (i) personal data, personal information, personally identifiable information, or similar term as defined by applicable law; or (ii) if not defined by applicable law, any information from which, directly or indirectly, an individual may be identified.

Restrictions. The rights granted in this Agreement are subject to the following additional restrictions: (i) use of the Solution shall be limited to the Customer's authorized users and other limitations set forth in the applicable product tier purchased by Customer; (ii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the Solution or Hardware available to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Solution or Hardware, or any associated documentation, or access or use the Solution or Hardware in order to build a similar or competitive product or service; and (iv) Customer shall not bypass or breach any security device or protection used by the Solution or the Hardware, nor shall Customer intentionally damage, destroy, disrupt or otherwise impede or harm in any manner the Solution, Hardware or any systems used by ClearPathGPS.

Ownership. Customer acknowledge and agree that, as between Customer and ClearPathGPS, ClearPathGPS owns all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Solution, Hardware, associated documentation and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's authorized users relating to the Solution or Hardware, or other ClearPathGPS intellectual property. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to ClearPathGPS intellectual property. ClearPathGPS reserves all rights not expressly granted to Customer in this Agreement.

Customer Data. ClearPathGPS acknowledges that, as between ClearPathGPS and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to its data, information, and content provided by Customer and its authorized users through the use of the Solution ("Customer Data"). Customer hereby grants to ClearPathGPS a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for ClearPathGPS to provide the Solution, Hardware and associated services to Customer.

Service Use Data. As between Customer and ClearPathGPS, Customer owns all right, title and interest in and to its Service Use Data. Customer hereby grants a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within data and information related to Customer's use of, and generated by, the Solution, including personal information, location, monitoring and recording activity, solution performance and error information, activity logs and date and time of use ("Service Use Data"). Customer understands and agrees that ClearPathGPS may collect and use Service Use Data for its own purposes, including without limitation to (i) operate, maintain, manage, and improve existing and create new products and services, (ii) test products and services, (iii) aggregate Service Use Data and combine it with that of other users, and (iv) use anonymized aggregated data for marketing, research or other business or commercial purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify its authorized users of ClearPathGPS's collection and use of Service Use Data and ClearPathGPS's Privacy Policy and practices and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to ClearPathGPS that it has complied with and will continue to comply with this Section.

Limitations. The Solutions are provided solely for routine monitoring of location, asset status, and other related business information. Customer expressly acknowledges and agrees that the Solutions: (i) shall not be used for emergency response, crime prevention, or any

life-safety purposes; and (ii) generate data that is for informational purposes only and is not warranted to be accurate for financial, legal, contractual, billing, regulatory compliance, or other enforcement purposes. Customer acknowledges that ClearPathGPS, for the purposes of internal testing and quality control, may, at no cost, access or communicate with the Hardware utilized by the Customer.

Hardware Delivery & Rented Devices

Shipment. ClearPathGPS will ship the Hardware using the shipping method set forth on the Quote. Customer shall be solely responsible for all costs associated with transporting the Hardware to and from Customer's premises, including payment of all charges, taxes and other amounts related thereto and being responsible for any loss or damage to the Hardware that may occur during transport. Customer shall promptly fulfill any customs obligations arising hereunder at its sole cost and expense, including any payments required to release the Hardware from customs.

Delivery. The Hardware shall be deemed accepted by Customer, unless Customer notifies ClearPathGPS in writing of any order discrepancies or damaged Hardware no later than two (2) days after receipt. ClearPathGPS shall investigate any order discrepancies or damaged Hardware and take all appropriate remedial action. ClearPathGPS assumes no responsibility for any Hardware that is lost or stolen.

Upgrades. Customer acknowledges that Hardware acquired as part of the upgrade program set forth on the Quote may be a used and/or refurbished product. Refurbished Hardware is previously used, reconditioned and tested Hardware, which must pass ClearPathGPS's quality control standards.

Ownership. All Rented Devices shall at all times be and remain, the sole and exclusive property of ClearPathGPS and Customer shall have no right, title or interest therein or thereto, except as expressly set forth in the Quote. In recognition of the foregoing, Customer's business records shall reflect that the Rented Devices are the sole and exclusive property of ClearPathGPS. Further, Customer shall keep the Rented Devices free and clear of all levies, liens and encumbrances. Customer shall be liable for any loss or damage to Rented Devices, however occurring, while in transit and under Customer's custody or control, including at all times during the Subscription Term. Customer shall promptly notify ClearPathGPS in writing of any damaged or missing Rented Devices, but in all cases within two (2) days of becoming aware of damaged or missing Rented Devices. ClearPathGPS shall notify the Customer of the cost to Customer for repair or replacement of such damaged or missing Rented Devices, and Customer shall compensate ClearPathGPS for any loss or damage to the Rented Devices, up to and including the full replacement value of the Rented Devices. Customer shall return any Rented Devices within 30 days of termination of the associated Solution License and any Rented Devices not returned within such timeframe will be billed to Customer at its full replacement value.

SIM Cards. Any Subscriber Identity Module ("SIM Card") provided with the Hardware shall be used solely in ClearPathGPS provided or authorized Hardware. Any unauthorized use of the SIM Card in other devices is strictly prohibited. Customer shall be solely responsible for and shall immediately reimburse ClearPathGPS for all carrier charges, penalties, fees, and other costs arising from any unauthorized use.

Hardware Warranties & Replacement

Warranty. Unless otherwise set forth on the Addendum, ClearPathGPS warrants that (i) all Devices, except for dashcams and externally mounted tracking hardware (including but not limited to trailer, solar, and satellite asset trackers), will perform substantially in accordance with their documentation for the term of this Agreement, and (ii) dashcams and externally mounted tracking hardware will perform substantially in accordance with their documentation for one (1) year from the date of purchase. This warranty shall not apply to Hardware designed to be consumable, such as, but not limited to, batteries, SD-Cards, or SIM Cards, which shall have a 30 day warranty from when the Hardware is shipped.

Warranty Claims. Customer shall contact ClearPathGPS Customer Support at 888-734-0384 to assist in troubleshooting if Customer believes that Hardware is not functioning properly. The ClearPathGPS Customer Care team will work with Customer in an effort to resolve the issue. If ClearPathGPS is unable to resolve the issue remotely, the Hardware may need to be replaced. The procedure for issuance of the ClearPathGPS RA# and for shipment of replacement parts depends on the warranty coverage status of the particular Hardware. ClearPathGPS shall promptly, in its reasonable discretion, determine whether warranty coverage applies.

Voided Warranty. Warranty coverage is VOID if ClearPathGPS determines, in its reasonable discretion, that Customer is in breach of this Agreement, or any applicable Addendum, or if the Hardware's failure is due to any of the following reasons: (i) physical damage caused by negligent/improper handling and treatment of the Hardware; (ii) damage caused by water or any other liquid or hostile operating environments; (iii) tampering with the Hardware or associated peripherals or the vehicle itself e.g. intentionally denying power to the Device; (iv) improper installation; (v) cutting or otherwise impairing the Device's connector harness; (vi) cutting or otherwise impairing the antenna and/or antenna cables; (vii) defects or damage caused by the use of non-ClearPathGPS branded or approved products, accessories or other peripheral equipment; (viii) the manufacture's or ClearPathGPS serial number has been removed or defaced; or (ix) any other circumstance that ClearPathGPS deems to constitute intent on the part of the Customer, vehicle driver or any other party to purposefully impair the functionality of the Hardware.

Replacement. ClearPathGPS will ship replacement Hardware, and/or peripherals, and will commercially reasonable efforts to ship such Hardware within 48 business hours of issuing the RA#. Replacement Hardware may be a refurbished product. Refurbished Hardware is previously used, reconditioned and tested Hardware, which must pass ClearPathGPS's quality control standards. If Customer wishes to

expedite shipping delivery, Customer will need to provide consent to be billed for the expedited shipping charges. Replacement Hardware is covered under warranty for the greater of (i) the balance of the remaining warranty period of the original Hardware, or (ii) ninety (90) days from date of activation of the replacement Hardware. The scope of warranty coverage on the replacement Hardware will match the scope of warranty coverage of the original Hardware.

Return Shipping. All materials replaced under an approved ClearPathGPS RA# become the property of ClearPathGPS. If requested by ClearPathGPS, (i) Customer is required to return the defective Hardware to ClearPathGPS using pre-paid return shipping labels that will be sent to Customer along with the replacement Hardware, and (ii) the defective Hardware must be returned to ClearPathGPS within 60 calendar days after ClearPathGPS's issuance of the RA, and if the defective Hardware is not returned within 60 calendar days, Customer will be billed a "Non-Return Fee" at the then current rate. The shipping box used to return the Hardware must clearly be labeled "ClearPathGPS RA#XXXXXX" and the serial number of the defective Hardware must match the Hardware stipulated at the time the RA# was issued. If Customer returns the wrong Hardware, ClearPathGPS will return the Hardware to Customer at Customer's expense and the RA will remain open pending return of the correct Hardware, which Hardware shall be shipped at Customer's expense.

Carrier Data Network Upgrades. ClearPathGPS provides Hardware that operates on cellular data networks from third-party carriers like T-Mobile, Verizon, and AT&T, utilizing existing standards such as 4G, as well as any future network standards. ClearPathGPS does not guarantee the continued availability of these networks as carriers upgrade or discontinue older technologies. If a carrier discontinues a network, such as 4G, customers may be required to purchase and install new Hardware to maintain compatibility with future technology, unless their service plan with ClearPathGPS explicitly includes upgrade provisions. Customers are encouraged to select Hardware with consideration of the carriers' planned network longevity to ensure continued service compatibility.

Battery Maintenance. The Hardware is an electronic assembly that consumes electrical current. It is designed to draw minimal current when the vehicle is not in operation, which may result in a slight battery drain that could affect vehicles not regularly in use. ClearPathGPS assumes no liability for any consequences resulting from this battery drain. It is recommended that vehicle batteries be recharged periodically to ensure optimal performance.

Device Recycling. Customers agree to recycle any Device in accordance with any ClearPathGPS recycling program communicated to Customer from time to time, or otherwise recycle or safely dispose of any Device that is no longer in use in accordance with any applicable associated documentation. In the event the Customer does not have an established recycling program in place, at Customer's request, ClearPathGPS may provide the Customer with a shipping label to return the Device to ClearPathGPS or to the manufacturer for proper disposal.

Exclusive Remedy. THE WARRANTY CLAIMS AND REPLACEMENT SECTIONS ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE HARDWARE WARRANTY SET FORTH ABOVE.

Fees and Payments

Charges. Customer will pay all applicable fees as set forth on the applicable Quote without setoff or deduction and acknowledges that all fees are non-refundable. Customer hereby authorizes ClearPathGPS to collect payment via the payment method and upon the terms set forth on the Quote for all items listed on the Quote (including, without limit, the Activation fees, Solution Fees, Rented Device fees, installation fees, and shipping fees) and any other amounts that come due under this Agreement, or its applicable Addendum(s), on the first day of the applicable recurring payment period, or as otherwise set forth in the applicable Quote. Late payments shall be subject to a service charge of one and a half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. For credit card payment methods, such cards will be set to AutoPay for each recurring payment upon the applicable recurring payment period set forth on the Quote.

Recurring Payments

- *Solution Fees*. The monthly per Device Solution fee and/or License fee ("Solution Fee") begins upon the date set forth on the Quote.

- *Device Rental Fees*. Any monthly rental fee for each rented Device (each a "Rented Device"), begins upon shipment of the Rented Device.

One-Time Payments

- *Device Activation Fee*. Except as otherwise set forth on the applicable Quote, the Activation fee for the Device will be paid either (i) in advance, upon shipment of the Device, or (ii) if Customer provides a valid purchase order, upon the payment terms set forth on the invoice.

- *Hardware Purchase Fees*. Except as otherwise set forth on the applicable Quote, the purchase price of Hardware listed on the Quote will be paid either (i) in advance, upon shipment of such Hardware, or (ii) if Customer provides a valid purchase order, upon the payment terms set forth on the invoice.

- *Installation Fees*. The fees for installation services ("Installation Fees") will be set forth on the applicable Quote, and except as otherwise set forth on the Quote, will be invoiced on the Effective Date thereof. Installation Fees paid in advance must be used within 6 months from the Effective Date. If such pre-paid amount is not used for installation services within this 6-month period, ClearPathGPS will issue a credit for the prepaid amount and provide new pricing

for these services on an updated Quote. Except as agreed to otherwise in writing by ClearPathGPS, such credit can only be applied to installation services.

Taxes. Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on ClearPathGPS's net income) arising from the transactions described in this Agreement. To the extent Customer is exempt from sales or other taxes, Customer agrees to provide ClearPathGPS, upon request, with the appropriate exemption certificate.

Price Increases. Except as otherwise set forth on the applicable Quote, upon 60 days prior written notice, but no more than once annually, ClearPathGPS reserves the right to increase the Solution Fees, and any other fees hereunder; this increase shall not be greater than 5% of the previous Subscription Term for the associated Solution Fee for a given product or service.

Promotional Pricing. Except as otherwise set forth on the applicable Quote, upon renewal, ClearPathGPS reserves the right to increase any offered promotional pricing for the Solution Fees, and any other fees hereunder up to the list price.

Suspension Right. ClearPathGPS reserves the right to disable access to the Solution when any payment is overdue or when ClearPathGPS believes that Customer is using the Hardware, Solution and/or any other services provided hereunder not in accordance with its documentation, ClearPathGPS's instructions, this Agreement and/or applicable laws and government regulations. If Customer's access to the Solution is suspended for failure to pay, upon payment in full of all amounts due (including any interest owed), Customer may request the reactivation of its Customer and user accounts.

Other Warranties

Disclaimer of Additional Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE ADDENDUM(S), THE HARDWARE, SOLUTION, INSTALLATION, SUPPORT AND TRAINING, AND ALL OTHER SERVICES OR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CLEARPATHGPS AND CLEARPATHGPS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. ADDITIONALLY, TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTY IS GIVEN THAT THE HARDWARE, SOLUTION, INSTALLATION, SUPPORT, TRAINING, OR OTHER SERVICES OR PRODUCTS, WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED, OR THAT THE HARDWARE OR INSTALLATION WILL BE COMPATIBLE WITH ALL VEHICLES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOLUTION, INSTALLATION AND SUPPORT AND TRAINING ARE NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT.

Pilot Disclaimers. IN THE EVENT CLEARPATHGPS OFFERS ANY SOLUTION OR HARDWARE ON A TRIAL, BETA, PILOT, OR LIMITED RELEASE BASIS AS SET FORTH ON THE APPLICABLE QUOTE, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SUCH SOLUTIONS AND HARDWARE ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND.

Limitation of Liability; Indemnification

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, LOSS OF USE, COST OF COVER, LOST SAVINGS, LOSS OF GOODWILL, CURRENCY CONVERSION LOSSES, OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND) ARISING FROM BREACH OF CONTRACT, TORT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (I) HARDWARE, THE SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, INCLUDING WITHOUT LIMITATION, THE RELIABILITY OF ANY DATA OR OPERATIONAL EFFICIENCY THEREOF, (II) ANY INTERRUPTION OF USE OF THE DEVICES, THE SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, OR (III) FOR LOSS, INACCURACY OR CORRUPTION OF DATA OR BUSINESS INFORMATION. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL CLEARPATHGPS'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT THAT CLEARPATHGPS RECEIVED UNDER THE APPLICABLE QUOTE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM.

Indemnification. Customer hereby indemnifies, fully releases and holds ClearPathGPS and its affiliates and each of their respective directors, officers, employees, agents, representatives, shareholders, licensors, service providers, distributors, contractors, sub-distributors, successors and assigns harmless from any and all claims, actions, suits, judgements, settlements, interest, awards, penalties, fines, proceedings, deficiencies, costs, losses, expenses, damages and liabilities, including reasonable attorney's fees and costs and costs of enforcing indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Claims"), arising out of, related or incident to, connected with or resulting from: (i) Customer's breach of this Agreement, any applicable Addendum, or any third party terms incorporated herein; (ii) unauthorized or misuse of the Devices and/or Solution; (iii) negligence or more culpable act or

omission (including recklessness or willful misconduct) by Customer, its users, or any third-party on behalf of Customer or its users, in connection with this Agreement; (iv) Customer Data, including any processing of Customer Data by or on behalf of ClearPathGPS in accordance with this Agreement, or any other materials or information provided by Customer or its users; (v) libel, slander, infringement of copyright, or invasion of privacy related to the Customer Data or any other material contained in, processed in, or sent using the Solution; or (vi) any surveillance that Customer may direct ClearPathGPS to undertake in connection with the services provided hereunder. Customer's indemnification hereunder does not limit any right or remedy that ClearPathGPS has or may have in the future at law, in equity, or under statute.

General

Notice. Notices regarding this Agreement to ClearPathGPS shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to ClearPathGPS at the address provided on the Quote. ClearPathGPS may give notice applicable to ClearPathGPS's general customer base by means of a general notice on the Solution, and notices specific to Customer by electronic mail to Customer's e-mail address on record with ClearPathGPS, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Customer's address on record in ClearPathGPS's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, e-mail or posting to the Solution.

Export. Customer agrees that U.S. export control laws and other applicable export and import laws govern Customer's use of the Solution and the Hardware. Customer represents that Customer is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Customer will not, and will not allow any third party to, use, export, release or re-export the Solution or Hardware, or any related documentation or technical data, in any manner that would violate applicable law, including but not limited to export control laws and regulations. Customer shall be solely responsible for any Claims incurred by ClearPathGPS as a result of Customer's breach of this provision.

Force Majeure. Except for Customer's obligation to pay, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, espionage, civil unrest, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

Communications & Network. ClearPathGPS shall not be liable for interruptions or interference with third-party telecommunications carriers' transmissions—including cellular, satellite, or terrestrial—that are beyond its control. This includes limitations or errors caused by network congestion, weather, atmospheric conditions, magnetic interference, terrain, structures, gaps in network coverage, civil disturbances, or other natural or manmade conditions. Additionally, ClearPathGPS is not responsible for issues related to the condition of Customer's computers, equipment, communications networks, the Internet, or other public networks. Customer acknowledges no contractual relationship with the underlying wireless service provider and waives any Claims against the provider or its affiliates.

Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois and controlling U.S. federal law, disregarding any choice of law provisions providing otherwise. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in the 18th Judicial Circuit Court of DuPage County, Illinois, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenience.

Entire Agreement; Amendment. This Agreement, together with any applicable Quote(s), Addendum(s), and Statement(s) of Work represents the parties' entire understanding relating to the subject matter hereof, and supersedes any prior or contemporaneous, conflicting or additional, communications. Each Quote and Statement of Work is subject to the terms and conditions of this Agreement whether or not referenced on the Quote or Statement of Work. Nothing contained in any Quote, Statement of Work, purchase order, or other document submitted by Customer other than order dates, identity, location, quantity and price shall in any way serve to modify, remove, replace, supplement or add to the terms of this Agreement, the Addendum(s), Statement(s) of Work or the Quote(s) and such terms are expressly rejected and will not be binding upon ClearPathGPS, unless the modified term of this Agreement is specifically referenced and mutually agreed upon in writing. Such modification shall be applicable exclusively to that Quote or Statement of Work unless this Agreement is amended accordingly. THIS AGREEMENT MAY BE MODIFIED OR AMENDED BY CLEARPATHGPS IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME. Changes will be effective immediately, provided ClearPathGPS will utilize good faith efforts to provide a minimum of thirty (30) days prior notice prior to any material change. Continued use of the Solution thereafter shall be deemed consent to and acceptance of this Agreement as revised.
Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and ClearPathGPS as a result of this Agreement.

Assignment. Customer may not assign this Agreement without the prior written approval of ClearPathGPS. Any purported assignment in violation of this Section shall be void. ClearPathGPS reserves the right to provide some or all of the goods and services offered hereunder (including but not limited to Support and Training) from locations, and/or through use of third party providers, located worldwide.

Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Definitions. The following terms shall have the meaning as follows:

"Device(s)" means connected devices required to provide diagnostic and GPS tracking data or other various connected devices to the various Solutions as set forth on the applicable Quote, including without limitation, Geotab Devices, Driveri Devices, and Drive360 mobile video analytics devices.

"Field Solution" means ClearPathGPS's developed, hosted and managed field service management solution.

"Fleet Solution" means the various ClearPathGPS managed vehicle and asset tracking solutions, including without limitation, the Driveri Service, ELD Complete, and Geotab Solution.

"Hardware" means the Devices, its antenna or harness and any other associated hardware.

NEXTIVA MASTER TERMS & CONDITIONS

SIGNING UP FOR NEXTIVA'S SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT (AS DEFINED BELOW). ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER AND/OR ACCEPTANCE OF A QUOTE, (3) YOUR USE OF THE SERVICES DESCRIBED HEREIN, (4) YOUR EXECUTION OF A MINIMUM COMMITMENT CONTRACT. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

1. **INTRODUCTION.** These Nextiva Master Terms and Conditions, together with any Nextiva Service Agreement, the Service-Specific Terms, end-user license agreement, end-user service agreement, other terms and conditions, operating rules, policies, price schedules, and/or other supplemental documents entered into between you and Nextiva or that are otherwise applicable to your Services and/or expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between Nextiva, Inc., a Delaware corporation (hereinafter referred to as "we," "us" or "Nextiva") and the party set forth in the related registration order form or quote (hereinafter referred to as "you," "your", "user" or "Customer") regarding Nextiva's Services (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "Nextiva" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes Services or Devices to you in connection with this agreement.

2. **DEFINITIONS.**

    1. **"Device"** means a Nextiva-provided telephone, telephone adapter ("Adapter"), fax bridge, router, or other device used with the Services.

    2. **"Documentation"** means user manuals and other documentation relating to the Services, which are made available to Customer by Nextiva accessible via the Internet, other electronic or digital means, or in the form of printed media.

3. **“Services”** means the products and services that are being provided to you as described in any quote or order form, including, but not limited to, Nextiva’s services, including, but not limited to, unified communication (voice), digital customer engagement, contact center, and vFax services, and any associated features, functionalities, software, hardware or web-based platforms. “Services” shall also include any additional Services provided to you as described in any addendum or amendment.

    1. The following Services are subject to the service-specific terms and conditions (the “Service-Specific Terms”), which are linked below and integrated herein:

    2. UCaaS (VoIP) Services: https://www.nextiva.com/legal.html?doc=02

    3. Digital Customer Engagement Services: https://www.nextiva.com/legal.html?doc=03

    4. Contact Center Services: https://www.nextiva.com/legal.html?doc=04

    5. vFax Services: https://www.nextiva.com/legal.html?doc=05

    6. Five9-Provided Contact Center Services: https://www.nextiva.com/legal.html?doc=06

    7. If you purchase a bundle or package of Services, your package may include components from multiple service types and, as such, multiple Service-Specific Terms may apply to your Services.

4. **“Software”** means any proprietary software owned by, licensed by, or which Nextiva has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.

3. **REVISIONS TO TERMS AND PRICING.** From time to time, we may revise the Master ~~t~~Terms and ~~c~~Conditions (“T&C”) of this Agreement (including, without limitation, any of the policies incorporated by reference). Notice of revisions to the ~~Agreement~~ T&C shall be provided by Nextiva to Customer via email and posted on the Nextiva Website (the “Website") and deemed given and effective on the date ~~posted to the Website~~of the Nextiva email to Customer. Pricing is also subject to change for any renewal term, but pricing will not change during the initial term or during a renewal term once the renewal term becomes effective. ~~at any time (except base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract such as a Nextiva Service~~

~~Agreement), with or without notice. If you do not agree to a revision or pricing change (except for changes to taxes, surcharges, usage charges, and fees), you must terminate your Services immediately, subject to the Termination provisions provided in this Agreement.~~

Except for changes in pricing after the initial term, changes in taxes, surcharges and fees, changes required by law or regulation, and changes to the Nextiva Contact Center Terms and Conditions, if the change will have a material and adverse impact on Customer, then Customer may, in its sole discretion, reject the change by providing written notice to Nextiva, in care of its general counsel, within thirty (30) days of Customer's receipt of notice of the change. Nextiva shall provide a response to the Customer within thirty (30) days of Nextiva's receipt of Customer's notice of rejection, indicating whether or not Nextiva is agreeable to applying the prior T&C provision before the material adverse change to Docusign Envelope ID: 861C2765-83F0-4B42-AB5E-DF6335BD5F9F Customer's account for the remainder of the then-current Term. If Nextiva is not agreeable to applying the prior T&C provision, then Customer may, in its sole discretion, terminate the Agreement by providing written notice of termination to Nextiva within thirty (30) days of Nextiva's response or the expiration of the time within which Nextiva was to respond. Notwithstanding the foregoing, in the event Customer cancels or terminates any line of service or feature as provided herein, Customer shall immediately pay to Nextiva the following: (1) for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of shipping costs, actually paid by the Customer for each device affected by the termination or cancellation; (2) for rental or DaaS devices, an amount equal to the payments due and owing for the remainder of the current Term for each device affected by the termination; provided, however, that Customer also promptly returns any and all such devices; and (3) an early termination fee related to Nextiva Contact Center (any other services provided by Five9). Customer understands and agrees that if it fails to return any rental or DaaS device within thirty (30) days of the termination of the associated line of service, Customer shall immediately pay the greater of the then-current full retail price for each such device and an amount equal to the payment due and owing for each such device for the remainder of the then-current Term. By continuing to use the Services after revision(s) and/or pricing changes are in effect and without rejection by you, you hereby accept and agree to all such revisions and/or pricing changes.

4. **CUSTOMER REPRESENTATIONS.** You represent and warrant that your business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the

country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, user name, contact information and registered location are true and correct and, if you are entering into this Agreement on behalf of a company or another entity, you are authorized to act on behalf of that company or entity. You understand that Nextiva relies on the information you supply and that providing false or incorrect information may result in delays in the provisioning or delivery of the Services, the suspension or termination of your Services and the inability of a 911- dialed call to be correctly routed to emergency service personnel where your Services include UCaaS (Voice) services. You agree to promptly notify Nextiva whenever your billing information changes (including, but not limited to, your name, address, e-mail address, telephone number, and payment method, including credit card number and expiration date, if applicable). You agree to be financially responsible for your use of the Services as well as for use of your account by others.

5. **USE OF SERVICE AND DEVICE.**

    1. **Business Plans.** Services are provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Services to any other person for any purpose or make any charge for the use of the Services, without express written permission from Nextiva in advance. Nextiva reserves the right to immediately terminate, change the calling plan or modify the Services if Nextiva determines, in its sole discretion, that you are using the Services for non-business or non-commercial use.

    2. **Restrictions.** You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services; or (f) use or access the Software or Services to compete or enable others to compete with Nextiva, including, but not limited to, copying features, functionalities,

graphics, of the Services, developing or modifying competing products and/or services, and performing competitive analyses or benchmarking.

3. **User Responsibility.** You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Services via your account with or without your permission. You acknowledge that Nextiva will be sending you information, including your password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Services, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Nextiva to authenticate customer calls and should not be shared.

4. **Use of Service and Device by Customers Outside the United States.** While Nextiva encourages use of the Services within the United States to other countries, Nextiva does not presently offer or support the Services to customers located in any countries other than the United States except where expressly agreed by Nextiva in writing. Nextiva's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of the Services, Nextiva does not represent or warrant that use of the Services by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove any Device to a country other than the United States or use the Services from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses resulting from your use of the Services outside of the United States. Nextiva reserves the right to disconnect Services immediately if Nextiva determines, in its sole and absolute discretion, that you have used the Services or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Services and/or Device by any person making use of the Services or Device provided to you.

5. **Account Ownership.** The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Nextiva. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. Nextiva shall not adjudicate ownership-related disputes, or any other internal business dispute. If Nextiva is unable to determine the valid owner of the account, Nextiva reserves the right to suspend or terminate the account and Services.
6. **Multi-Location Accounts.** Nextiva may allow you to set up Services to multiple locations and/or sub-accounts under your account. You understand that users on an account containing multiple locations or sub-accounts may be able to access data from or regarding other locations or sub-accounts under that account. This data may include, but is not limited to, customer proprietary network information (CPNI), personally identifiable information (PII) and/or protected health information (PHI). Further, users of an account containing multiple locations or sub-accounts may be able to add or remove Services at other locations or sub-accounts. By accepting a quote(s) or other agreement providing for multiple locations or sub-accounts, you acknowledge the aforementioned service feature, and you agree to indemnify us for, and hold us harmless from, any claims, damages or expenses resulting from access by your users from one location or sub-account to other locations or sub-accounts on your account.
7. **Compatibility with Broadband, Cable Modem, and Other Services.** There may be other third-party services with which our Services may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications or other content using the Services. We do not warrant that the Service swill be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Services with any particular broadband service. You agree that you are solely responsible for ensuring that the Services are interoperable with your internet service provider (ISP).

6. **DISCONTINUATION OF SERVICES; FREE TRIALS.**

1. **Substitution and Discontinuation of Services.** Nextiva may, in its sole discretion, discontinue or substitute any service, feature or functionality

without your prior approval. If Nextiva discontinues a service, feature or functionality and fails to substitute that service, feature or functionality with an equivalent service, feature or functionality, then upon your written request, Nextiva will reduce the fees assessed to your account by the amount that you specifically pay for any such discontinued service, feature or functionality. Notwithstanding the foregoing, Nextiva may include with or add to your account certain services, features and/or functionalities on a trial, temporary or otherwise limited basis. Nextiva reserves the right to discontinue any such services, features and/or functionalities without notice and without compensation to you, and/or to charge you a fee as a condition of your continued use of any such services, features and/or functionalities.

2. **Free Software Offering.** From time to time, Nextiva may make a free, feature-limited version of the Software (a “Free Version”) available to You

    1. **Generally.** The Free Version is provided “as-is, where-is” and without any warranty of any kind. Nextiva reserves the right, in its sole discretion, to discontinue the Free Version and/or any service, feature or functionality included within the Free Version without your prior approval and without compensation to you at any time. Nextiva will, to the extent commercially practicable, provide you with reasonable advanced notice of any planned termination of the Free Version. Services, features, and functionalities within the Free Version are subject to change, with or without notice to you. You agree that you will be responsible for any all fees, taxes, charges, and surcharges arising from your use of the Free Version beyond the limitations contained within the Free Version, including, but not limited to, excess usage charges and international calling charges.

    2. **Added Services.** You may be prompted to add optional features or services to the Free Version from time-to-time (collectively, the “Added Services”). Your use of a Free Version does not entitle you to the use of any Added Services except to the extent you agree to any requirements that Nextiva provides for access to such Added Services. Such additional requirements may include, but are not limited to: payment of additional costs (subscription, taxes, fees, and the like), becoming subject to a minimum-term commitment, or purchasing additional hardware or features or services to fully enable your usage of such Added Services.

3. **Number Assignment and Use.** If your Free Version includes voice and/or SMS/MMS usage features and/or functionalities, you may be assigned a phone number by Nextiva. You may also be able port a phone number to your Nextiva Free Version account. You understand and agree that if you do not use the voice and/or SMS/MMS features and/or functionalities included with your Free Version for a period of thirty (30) days, Nextiva may remove the phone number from your account and reassign that number to another user. If a phone number is removed from your account due to non-use, you further understand and agree that Nextiva may assign a new phone number to your account if you request that the voice features and/or functionalities be re-enabled; however, Nextiva may not be able to return the phone number to your account that was previously assigned to you or ported to your account.

7. **LENGTH OF SERVICE.**

1. **Service Term.** We provide the Services for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"). It is not the day you receive the Device you ordered or the first time you use the Services. You are purchasing the Services for the full service term as set forth in the Order.

2. **Automatic Renewal.** The Services will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional or "free" months of Services or initial or renewal term extensions, unless you cancel your Services by providing Nextiva with notice as provided in Section 7.5 of this Agreement at least thirty (30) days before the end of the then-current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to your account during the initial term and any renewal terms will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not timely made by the issuer of your credit card, without further notice Nextiva reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Services are discontinued for nonpayment.

3. **Our right to disconnect.** You understand and agree that Nextiva has the right to suspend, terminate or disconnect any part of Your Services generally at any time if:
    1. We determine or reasonably believe that You are violating, or violated, any applicable law;
    2. We determine or reasonably believe that You materially breached this Agreement and/or the AUP (as defined below);
    3. We determine or reasonably believe that You used fraudulent means to pay for the Services, including use of a fraudulent credit card;
    4. We determine or reasonably believe that You abused or harassed (verbally or otherwise) any Nextiva employee, contractor, agent or representative;
    5. We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;
    6. You bring any legal action or proceeding against Nextiva, or participate in any class action lawsuit against Nextiva;
    7. A petition in bankruptcy is filed by or against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;
    8. We determine that such action is necessary to protect, maintain, or improve the Services, to prevent fraud or misrepresentation, to protect Nextiva, its customers or other third party Nextiva affiliates, or for any other good cause.
    9. You breached this Agreement or as otherwise contemplated by this Agreement.
    10. You fail to make payment.
4. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.
5. **Termination of Services.** In order to terminate the Services, contact our Customer Care Department, via email at service@Nextiva.com or by calling 1-800-983-4289 at least thirty (30) days prior to the expiration of

the current service term. Please refer to the Nextiva Cancellation Policy posted on our Web site at https://www.nextiva.com/legal.html?doc=10. If you provide notice of termination less than thirty (30) days prior to the end of your then-current term, your Agreement will renew as provided herein, and the termination of your Services will be effective at the end of that renewal term.

8. **DEVICES.**

    1. **Ownership and Risk of Loss.** Upon full payment of all fees associated therewith, you will own any Devices that you purchase from Nextiva and, in all events, you bear all risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices once Nextiva ships the Device(s) to you. Returns of non-defective Devices outside of any initial 30-day money back guarantee period, if any, will not be accepted. Refer to the Cancellation Policy for more information.

    2. **Rented Devices.** Section 8.1 above will not apply to Rented Devices. Unless otherwise agreed upon, Customer agrees that within thirty (30) days after the expiration of the Term of any Device Rental Agreement or termination of this Agreement, Customer will promptly return all Rented Devices to Nextiva. Customer will be responsible for (i) any damage to the Rented Devices as assessed by Nextiva upon receipt, (ii) the replacement cost of such Rented Devices if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs. Customer agrees to pay the full retail cost for the repair or replacement of any Rented Device or part that is lost, stolen, damaged, modified, sold, transferred, leased, encumbered or assigned together with any costs incurred by Nextiva in obtaining or attempting to obtain possession of any Rented Devices. For the purposes of this section "Rented Devices" means any Device leased to Customer by Nextiva or Nextiva agents or any other third-party with or without a separate charge or fee in connection with the Services.

    3. **Promotional Devices.** Devices provided to you at a discount or at no charge may be previously used, refurbished or reconditioned equipment. Unless otherwise provided in a Minimum Commitment Contract, discounted and free Devices not returned upon cancellation of the Services will be charged to the customer. See Cancellation Policy for details.

    4. **Replacement of a Defective Device.** Devices purchased from Nextiva will be covered by their respective factory warranties, if any, only. Nextiva does not offer any warranty in addition to, or in replacement of any factory

warranties. If a factory warranty applies, then prior to returning the equipment, you must contact Nextiva at support@nextiva.com so that Nextiva may determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the equipment to the manufacturer at the address provided by Nextiva in accordance with all RMA procedures. You have 7 days after receipt of an RMA to ship the equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the equipment, a replacement may, if eligible, be sent to you in accordance with the factory warranty, if any. If an advanced replacement is provided and the factory has not received the defective Device within 14 days or it was not in a returnable condition, (original carton, all packing materials and parts in the same condition in which you received them), then Nextiva will charge you for the second device or for the missing parts. Notwithstanding the foregoing, nothing herein shall be construed as creating an obligation for Nextiva to provide an advanced replacement, nor shall any action by Nextiva be construed as a warranty determination or as otherwise guaranteeing eligibility for a replacement device or other warranty remedy.

5. **Receipt of Damaged Devices.** If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact our Customer Care Department immediately at support@nextiva.com for return instruction.
6. **Tampering with the Device.** You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.
7. **Prohibited Devices.** You are prohibited from using the Services with any devices other than Nextiva-approved devices received from authorized retailers or from us unless we otherwise agree in writing.
8. **All Headset Sales Are Final.** Headsets, earpieces, in-ear monitors, microphones and similar devices are not eligible for return or refund unless otherwise required by law. All purchases of these types of products are final and non-refundable.

9. **FEES AND CHARGES.**

1. **Fees and Charges.** Your fees and charges may change from time to time, with or without notice (except base service pricing for contracted quantities will not change during the initial term of a Minimum Commitment Contract). Any pricing adjustment will be reflected in an invoice provided to you at the time of the pricing adjustment for your account. We may introduce or otherwise make available new and/or existing products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change, reduce, or discontinue introductory pricing. Certain service charges, such as Regulatory Recovery Fees, Universal Service Fund fees, and E911 fees, where and as applicable, are subject to change from time to time and such changes are applicable to ALL Customers regardless of a Minimum Commitment Contract.

2. **Billing Increments.** All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies.

3. **Taxes.** Customer is responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Services or a Device. Such amounts are in addition to payment for the Services or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Nextiva with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Nextiva receives such certificate.

4. **Activation Fee.** One-time activation fees and any other installation fees that may apply are specified on the Web site and vary by product and plan chosen.

5. **Regulatory Recovery and e911 Fee.** A Regulatory Recovery Fee and e911 Fee shall be charged monthly for certain Services to offset costs incurred by Nextiva in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses and in providing e911 services. These fees are not taxes or charges required or assessed by any government and are in addition to such taxes and charges. The Regulatory Recovery

Fee and e911 Fee may apply to every phone number assigned, including toll free and virtual numbers.

6. **Reinstatement Fee.** Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to $25.
7. **Returned Check Fee.** Nextiva may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

10. **BILLING AND PAYMENT.**

1. **Billing; Free Trials.** We will charge you in advance for each term of service. If you have selected a free trial offering, we will commence charging you for those Services at the expiration of the free trial period, unless you terminate the free trial offering prior to the expiration of the trial period. If not terminated prior to the end of the trial period, these Services will be added to your account for the remainder of your term, and any subsequent removal of the Services will be subject to Nextiva's Cancellation Policy, as well as any and all applicable early termination fees. In the event that you do terminate a free trial offering prior to the expiration of the trial period, Nextiva may, without prior notice to you, immediately terminate your access to the free trial offering. Any failure by Nextiva to immediately terminate your access to the free trial offering shall not be considered a waiver of the right to do so later. You further agree that you will not access or attempt to gain access to any free trial offering after the termination of your free trial period.

    1. When you subscribe to that Services, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address

on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. Nextiva's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way Nextiva's rights to collect any amount due. Nextiva may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

2. **Payment.** When you subscribe to the Services, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.

3. **Collection.** If we disconnect the Services, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.

4. **Notices.** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days' advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

5. **Billing Disputes.** You must notify Nextiva in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any Nextiva charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@nextiva.com. Nextiva will charge a late fee as described in Section 10.1 for a disputed amount if (1) it was not paid by the due date and (2) Nextiva determines that you disputed the charge in bad faith.

6. **Prepaid Services.** All prepaid fees being provided to you as described in any quote or order form and other payments by you under this Agreement are non-refundable and non-creditable.

11. **PRICING AND PAYMENT.**

1. **Prices and Fees.** Nextiva fees and charges for the Services are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your payment method on file. Recurring charges will be billed and automatically charged to your payment method on file on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 7.1.

2. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Services until your account is paid in full.

3. **Credit Balance Account.** Your credit balance account has been established to cover incidental charges on your account that are not covered by your subscription fee. For example, international calls, toll free charges, Directory Assistance calls and taxes related to these calls are automatically charged to your credit balance account. A certain credit limit will be set on your account based upon your service plan and credit history. When the balance of your credit account reaches the credit limit, your account will be unable to make additional calls until the balance is paid down. You can make payments to reduce your credit balance account at any time by contacting our Customer Care Department at 1-800-983-4289 or by email to support@nextiva.com. Any credit balance used as of your subscription renewal or monthly anniversary date will be charged to the payment method on file.

4. **Credit Terms.** All Services provided to You and covered by the Agreement shall at all times be subject to credit approval or review by Nextiva. You will provide such credit information or assurance as is requested by Nextiva at any time. Nextiva, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

5. **Discontinuation of Services for Nonpayment.** The Services to you may be denied or discontinued without notice at any time in the event you fail to make payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Nextiva your payment method, including credit card information if applicable. If the payment method is not resolved within 48 hours, Nextiva will deactivate the Services. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to Nextiva, including but not limited to the reinstatement fee for reactivated services. In the event Nextiva utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.

6. **Promotions and Discounts.** Nextiva may limit the number of promotions and/or discounts you may be eligible for in a given period. Promotions and discounts may be cancelled or modified, and discounts may be reduced or eliminated, by Nextiva at any time, with or without notice (except with respect to base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract).

7. **Cancellation Policy.** Nextiva cancellation policies are outlined in the Cancellation Policy posted at our Web site at https://www.nextiva.com/legal.html?doc=10 and are incorporated into this policy with this reference. All cancellation requests must be submitted in the form of an email ticket to service@nextiva.com or by calling our Customer Care Department at 1-800-983-4289 and must be made prior to the expiration of the Service term. See the cancellation policy for details. Changes to the Cancellation Policy may be made at any time without notice to you and is effective the day following posting to our Web site.

12. **Acceptable Use Policy.** You agree to comply with the Nextiva Acceptable Use Policy ("AUP"), which is posted on our Web site at https://www.nextiva.com/legal.html?doc=09 and is incorporated into this policy with this reference. Changes to the AUP may be made at any time without notice to you and is effective the day following posting to our Web site.

13. **MANAGEMENT OF YOUR DATA AND COMPUTER.**

    1. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer, fax, telephone and software (as necessary), including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Services and to operate your computer. Nextiva will only provide technical assistance with respect to your Nextiva-provided Adapters and other Devices.

    2. **Monitoring of Network Performance.** Nextiva automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Nextiva's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Services.

    3. **Storage of User Information.** Nextiva is not obligated to store your communications logs, voicemails, faxes, e-mails, messages and/or other data and does so only as a convenience to you. You agree that Nextiva has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications or data maintained or transmitted by the Services. You acknowledge and agree that Nextiva may establish limits as to the size of communications and/or data that Nextiva transmits or stores and the duration for which Nextiva stores any communications and/or data.

14. **LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.**

    1. **WARRANTIES.**

1. NEXTIVA MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEXTIVADOES NOT WARRANT THAT THE SERVICES OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEXTIVA DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICES AND DEVICE “AS IS” AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.
2. WE WILL NOT GIVE YOU CREDIT FOR ANY INTERRUPTION OF NEXTIVA SERVICES, INCLUDING INTERNATIONAL CALLING SERVICES.

2. **LIMITATION OF LIABILITY.**

    1. IN NO EVENT SHALL NEXTIVA BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICES, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE,

THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT. NOR SHALL NEXTIVA BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO NEXTIVA OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND NEXTIVA'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. NEXTIVA SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO NEXTIVA'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF NEXTIVA'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. NEXTIVA'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE SERVICE CHARGES ACTUALLY PAID BY YOU TO NEXTIVA FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR, WITH RESPECT TO CLAIMS RELATING TO THE FREE VERSION, ONE HUNDRED DOLLARS ($100.00). THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL

OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT NEXTIVA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE NEXTIVA FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

15. **INDEMNIFICATION AND WAIVER OF CLAIMS.**

    1. **INDEMNIFICATION BY NEXTIVA.**

        1. Subject to any limitation of liability described in this Agreement including, without limitation in Section 14.2 of this Agreement, Nextiva agrees to indemnify, defend and hold you harmless at its expense any claim made or action brought or threatened against you based on an allegation that the Services infringe a patent, copyright, trade secret, or other intellectual proprietary right. Nextiva shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action provided that you promptly notify Nextiva of the claim or action, and shall give Nextiva the information and assistance it reasonably requests in defending and/or settling the action. Nextiva may, at its sole option and expense, negotiate a settlement or compromise of the claim or action, provided such settlement or compromise includes an unconditional release of you. In the event that a settlement is reached or an injunction is obtained, prohibiting use of the Services, Nextiva shall at its expense, procure for Customer the right to continue using the Services, or replace or modify it so that it is non-infringing provided that there is no material diminution in features, functionality or service level. If Nextiva determines that neither of the foregoing alternatives is reasonably available and if the use of the Services is enjoined you shall cease using the Services and return to Nextiva all copies, if any, of the Services or certify that they have been destroyed. In the event it is necessary to cease using the Services, Nextiva shall repay to you a pro rata portion of all license fees paid by Customer.

2. Exceptions to Indemnity. Nextiva shall have no obligation under its obligations of indemnification with respect to any proceeding or claim of infringement based upon the following: (i) unauthorized modification of the Services by you, or (ii) combination, operation, or use of the Services with equipment, software and/or services not furnished, authorized, or contemplated by Nextiva, or (iii) operation or use of the Services in a manner other than its intended purpose. Nextiva shall also not have any indemnification obligations for any claims alleging that a Device and/or Services resold by Nextiva infringe on a third-party's intellectual property rights.

2. **INDEMNIFICATION BY CUSTOMER.**

    1. YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICES AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICES OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

16. **CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Services or Device. You promise that you and anyone who uses the Services and all your

and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Services and the Device.

17. **MISCELLANEOUS LEGAL CONSIDERATIONS.**

    1. **Governing Law.** This Agreement and the relationship between you and Nextiva shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.

    2. **No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. Nextiva reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly. All determinations by Nextiva under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.

    3. **No Third-Party Beneficiaries.** If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any other third-party beneficiary rights.

    4. **Entire Agreement.** This Agreement, the Order, the applicable service description, the AUP, or any reference herein to the content of Nextiva's websites constitute the entire agreement between you and Nextiva and govern your use of the Services, superseding any prior agreements between you and Nextiva and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

    5. **Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or unenforceability will not invalidate or render unenforceable any other portion of this agreement.

18. **DISPUTE RESOLUTION AND BINDING ARBITRATION.**

    1. It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.

    2. **Arbitration.** Nextiva and you agree to arbitrate any and all disputes and claims between you and Nextiva except with respect to claims for amounts

owed for services rendered. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and Nextiva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to “Nextiva,” “us” and “you” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services under this agreement or any prior agreements between you and Nextiva.

3. **Informal Resolution of Disputes.** Our Customer Care Department can resolve most customer concerns quickly and to the customer’s satisfaction. If you have a dispute or claim against us, you should first contact the Nextiva Customer Care Department at (800) 983-4289 and provide in detail, including documents or analysis supporting your position, the basis of your claim. Customer care shall be provided with 14 days in which to research and respond to your claim.. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.

4. **Formal Notice of Disputes** A party who intends to seek arbitration must first send to the other party a written “Notice of Dispute” setting forth in detail, including submission of supporting documentation, the grounds of your dispute. The Notice of Dispute to Nextiva must be sent to Nextiva, attention “General Counsel,” by certified mail addressed to 9451 East Via de Ventura, Scottsdale, AZ 85256.

    1. The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and Nextiva do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or Nextiva may commence an arbitration proceeding. The amount of any settlement offer made by you or Nextiva shall be non-

discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Nextiva is entitled.

5. **Arbitrator and Arbitral Rules.** The arbitration shall be administered by the American Arbitration Association ("AAA"). You may contact the AAA by telephone at 1-800-778-7879, by email at AAAUniversity@adr.org, or by mail at 2415 E. Camelback Road, Suite 700, Phoenix, AZ 85016. The arbitration shall be governed by the AAA's Commercial Arbitration Rules then in effect (collectively, "AAA Rules"), as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.

6. **Waiver of Judge or Jury Trial.** You and Nextiva agree that, by entering into this agreement, you and Nextiva are waiving the right to a trial by judge or jury. Notwithstanding the foregoing, in the event that litigation is commenced as expressly permitted by this Agreement, you agree that the right to trial by jury only is waived.

7. **Waiver of Class Actions**. You and Nextiva agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Nextiva agree that you and Nextiva may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and Nextiva agree that, unless you and Nextiva agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.

8. **Statute of Limitations.** You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 10 and 11 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.

9. **Exceptions to Arbitration Agreement.** Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that with respect to claims for unpaid invoices: (a) we may take our dispute to small claims court, if the contained dispute qualifies for hearing

by such court; (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Nextiva, pending the completion of arbitration.

10. **Modification of Arbitration.** If Nextiva makes any substantive change to this arbitration provision, you may reject any such change and require Nextiva to adhere to the language in this provision.

11. **Venue/Jurisdiction.** All claims for Arbitration shall be submitted to and heard by the office of AAA located in Maricopa County, Arizona. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Maricopa County, Arizona.

19. **PRIVACY.** Nextiva Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Nextiva cannot guarantee that voice over IP communication is completely secure. You agree that Nextiva may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT NEXTIVA SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Nextiva is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with Nextiva. Nextiva will not sell, rent, or lease your personally identifiable information to others except as required by law or to satisfy regulatory requirements. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Nextiva may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.

20. **EXPORT COMPLIANCE.** You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall

not export, directly or indirectly, re-export, divert, or transfer any portion of the Services or Device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.

21. **RECORDING CONVERSATIONS.** Certain Nextiva Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, You are required to obtain consent from all parties to record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Nextiva expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Nextiva from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services. You agree that Nextiva, may at its sole discretion, record any call between Nextiva and You for Nextiva quality control purposes.

22. **ASSIGNMENT.** Nextiva may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Services or Device without our prior written agreement.

23. **SURVIVAL.** The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Services provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.

24. **CALEA.** Nextiva intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). By using the Services, you hereby agree and consent to Nextiva's right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.

25. **COMPENSATION PROGRAMS.** Nextiva markets its services through multiple sales channels, including through marketing partnerships, referral programs and sales representative relationships with third parties. We may pay compensation to such third parties in connection with your purchase of services from Nextiva.

26. **FORCE MAJEURE (EVENTS BEYOND NEXTIVA'S CONTROL).** Except for your payment obligations, each party shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency

beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of said party's best efforts.

27. **SOFTWARE COPYRIGHT** Any software used by Nextiva to provide the Services and any software provided to you in conjunction with providing the Services are protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Services.

28. **COPYRIGHT, TRADEMARK, AND INTELLECTUAL PROPERTY; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE.** Our Website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

    1. The entire content included in this Website, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright or intellectual property laws and is the property of, or used under license by, Nextiva.

    2. Nextiva's trademarks are always changing. Some of our trademarks include, but are not limited to:

    3. Nextiva®
       Nextiva Office®
       NextOS®
       CoSpace®
       xBert®
       Amazing Service®
       Simplifying Business Communication®
       SmartTopics®
       NextCon®
       BuildAmazing®
       NextIQ®

    4. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to Nextiva,

or other respective owners that have granted Nextiva the right and license to use such Marks.

5. Nothing in this website or your subscription to, or licensing of, any Nextiva products or services grant any right, title, proprietary or ownership interest in any Nextiva intellectual property Marks, copyrights, patents, trade secrets, or other intellectual property.

29. **LICENSE BY CUSTOMER TO USE FEEDBACK**

    1. Customer hereby grants to Nextiva a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Nextiva's Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the improvement, operation, or use of Customer's Services.

    2. Nextiva may identify you (by name and logo) as a Nextiva customer on our website and on other promotional materials. You hereby grant Nextiva an irrevocable, non-exclusive, royalty free license to utilize your name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed by you in writing.

30. **CUSTOMER DATA.** Nextiva does not own: (i) any data, information or material that Customer submits to Nextiva in the course of using the Services; or (ii) outputs which are specifically provided to Customer during the usual course of providing the Services except to the extent that such outputs incorporate Nextiva's Intellectual Property ("Customer Data"). Customer hereby grants to Nextiva a limited, non-exclusive, worldwide, royalty-free license to Customer Data for Nextiva to provide Services. Customer further agrees and authorizes Nextiva to use de-identified Customer Data for purposes of developing, optimizing and improving the Services. Customer, not Nextiva, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Nextiva shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of Customer's Services, Customer's right to access or use Customer Data immediately ceases, and Nextiva shall have no obligation to maintain or forward any Customer Data. At our sole discretion, Nextiva may retain Customer Data in accordance with Nextiva's data retention policies and our Privacy Policy.

31. **THIRD-PARTY INTEGRATIONS.** Certain Services may be capable of being integrated with third-party services (each, a "Third-Party Integration") that are not provided by Nextiva. By enabling or integrating the Services with a Third-Party

Integration, Customer expressly authorizes Nextiva to share all Customer Data and any other information necessary to facilitate the Third-Party Integration. Customer further understands and agrees that: (i) Nextiva is not responsible for, nor does it make any representations regarding, any Third-Party Integrations; (ii) Nextiva is not responsible for any loss, misuse, or other claims related in any way to the Third-Party Integration, including, but not limited to, any claims, losses or damages arising out of or related to any transmittal of Customer Data or other information to the provider of the Third-Party Integration; (iii) the provider of the Third-Party Integration is not a subprocessor of Nextiva; (iv) Customer is responsible for ensuring that adequate safeguards are in place with the provider of the Third-Party Integration to ensure that Customer's interests are sufficiently protected; (v) under no circumstances shall Nextiva be liable to the Customer or any third-party for any loss, damage or claim arising out of or related in any way to the Third-Party Integration or the actions and/or omissions of the provider of the Third-Party Integration; and, (vi) Customer will indemnify, defend and hold Nextiva harmless from and against any claims arising out of the Third-Party Integration.

Last Updated: July 23, 2024

Nextiva Service Agreement

This Nextiva Service Agreement (the "*Agreement*") is dated, entered into, and made effective on the date of the last signature below (the "*Effective Date*"), by and between Nextiva, Inc. ("*Nextiva*") and Village of Westmont ("*Customer*").

Quote Number:
CPQ-643560

Service Plan:
Nextiva CX - Core

Term Length and Subscription Date:
The term length is thirty-nine (39) months (the "Term") beginning from Effective Date ("Subscription Date"). Unless either party provides notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Term or any renewal term, this Agreement will automatically renew on a month-to-month basis ("Renewal Term"), and each ~~r~~Renewal ~~t~~Term will be ~~considered part of the Term~~subject to the terms of this Service Agreement, the Master Terms and Conditions, and such other items set forth in Section 1 of the Master Terms and Conditions, except that Nextiva may increase the per user per month base pricing.

Discounted Service and/or Device(s):
In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the "*Quote*") for the Term, Nextiva agrees to provide Customer with discounted Service and/or Device(s) to the Customer's service location(s) as described in the Quote.

Additional Terms:
So long as Customer meets Nextiva's internal credit guidelines, Customer will be invoiced on a Net60 billing cycle, meaning that Customer must pay each invoice within sixty (60) days of Customer's receipt of each invoice. Customer's payment method pursuant to this Agreement shall be by a Nextiva-approved payment method.

Customer will not be charged the Recurring Monthly Charge described in the Quote in the following month(s) of the Term: month 2, month 3 and month 4.

Nextiva agrees that it will not increase the per user per month base pricing, exclusive of taxes, fees, usage charges and surcharges, listed in the Quote for the initial thirty-nine (39) month term for Services for which Customer enters into a quote co-terminus herewith. Customer understands and agrees that taxes, surcharges, fees, and usage charges are subject to change at any time. Nextiva agrees to notify Customer in writing, at least sixty (60) days prior to the expiration of the Term or any Renewal Term, of any increase in the per user per month base pricing and of any other pricing changes, exclusive of taxes, fees, usage charges and surcharges.

Venue and Choice of Law

Notwithstanding any contrary provision in the T&Cs (as defined below), Nextiva and Customer agree that this Agreement and the parties' relationship shall be governed by Illinois law without regard to its conflict of laws provisions. Any claim brought pursuant to this Agreement shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage Illinois, except for a claim solely involving a federal question, which shall be brought in the U.S. District Court for the Northern District of Illinois, Eastern Division. ~~a court of competent jurisdiction within the State of Illinois and venue for any such claim shall be proper in the appropriate state or federal court located in Will County, Illinois.~~ Further, to the extent that such claim is subject to the arbitration provisions of the T&Cs, any arbitration between the parties shall be held in the State of Illinois.

Service Level Agreement

Nextiva agrees that the Network Services (as defined in the attached Exhibit A) shall perform in accordance with the Service Level Agreement attached hereto as Exhibit A. In the event Customer experiences Outages (as defined in the SLA), Customer shall be entitled to receive an Outage Credit as set forth in and subject to the terms and conditions of the SLA.

Information Security

Nextiva shall use commercially reasonable efforts to (a) protect the security and confidentiality of Customer's data; (b) protect against any reasonably foreseeable threats or hazards to the security or integrity of Customer's data; and (c) protect against unauthorized access to or use of Customer data that could result in substantial harm or inconvenience to any of the Customer's customers. Without limiting the foregoing, Nextiva shall maintain hardware, firmware, and software related to the products and services provided by Nextiva under the Agreement in accordance with commercially reasonable and industry standard systems lifecycle management, keep security patches up to date, install and regularly update antivirus software, and maintain and enforce internal policies that address information security. The software, hardware, and other products and services provided by Nextiva in connection with the Agreement shall not contain, to the best of Nextiva's knowledge, any viruses or other malicious code. Nextiva shall further use reasonable efforts to require third parties that provide third-party applications as part of the Services to agree to similar terms as those contained herein with respect to those services provided by those third parties.

Data Breach Response

Nextiva shall notify the Customer as soon as reasonably practicable in the event that Nextiva becomes aware of a breach affecting the Customer's data. Nextiva shall provide regular and commercially reasonable updates to Customer about efforts it is taking to negate or mitigate the effects of the breach. Additionally, within a commercially reasonable time after a breach, Nextiva shall implement additional information security measures in an attempt to prevent future breaches that may affect Customer's data, and Nextiva shall use reasonable efforts to require third parties that provide third-party applications as part of the Services to implement similar additional security measures. Nextiva shall provide written notice to Customer describing the additional security measures taken by Nextiva and said third parties. If Customer is not reasonably satisfied with the additional security measures taken by Nextiva and said third parties to protect Customer's data, Customer may terminate this Agreement, without incurring any penalty or early termination fees, by providing thirty (30) days' advance written notice to Nextiva.

Early Termination Fee

If a Service or Device described in the Quote, a line of service or feature for the Nextiva Service
Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge an early termination fee equal to the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term for reasons other than breach of contract by Nextiva, then Customer will pay an early termination fee equal to the total amount owed to Nextiva for the remainder of the Term under the Agreement.

However, if a product described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled or converts to a line of service or feature that is not the Nextiva Service Plan referenced herein within the Term after the first twelve (12) months of the term, Customer will not have to pay an early termination fee, so long as Customer provides at least six (6) months-notice before cancellation.

Termination Due to Non-Appropriation of Funds

In the event that initial term or any renewal term is for a period of more than 1 year, and pursuant to 65 ILCS 5/8-1-7, Customer may terminate this Agreement without penalty if Customer fails to appropriate sufficient funds to pay for the Services beyond the first year of the term or any renewal term. In the event of such non-appropriation, Customer may terminate this Agreement by giving at least thirty (30) days' written notice prior to the end of the then-current year of the Agreement. In such case, Customer will be responsible for all regular payments due through the effective date of termination. Customer represents and agrees that fees for the first year of the Agreement have or will be appropriated, and Customer covenants to use good faith efforts to seek appropriations for subsequent years of the Agreement. If Customer terminates the Agreement due to non-appropriation, Customer agrees to not enter into a similar agreement for similar services with another entity for a period of 6 months following termination.

Public Records

Pursuant to the Illinois Freedom of Information Act, each and every document provided to the Customer may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The Customer shall not be liable in any way to Nextiva for the good faith disclosure of any public record, including but not limited to documents provided to the Customer by Nextiva.

Attorneys' Fees

In the event legal action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This section shall survive the termination of this Agreement until the applicable statutes of limitation expire.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.

This Agreement shall continue to apply to any additional Quote Numbers, additional services added to any of the Customer's service locations, and changes to existing services made by Customer during the Term. All Services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

By signing below, the Customer agrees to the Nextiva Terms and Conditions located at https://www.nextiva.com/legal.html including the important e911 Information (the "*T&Cs*"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Customer's payment method (i.e. credit card) on file with Nextiva. If Customer receives invoices from Nextiva, then invoiced amounts shall be due as provided herein.

Signature Page Follows

Company Name: Village of Westmont
Authorized Signature:
Printed Name:
Title:
Date:

Exhibit A

Nextiva Inc. – Service Level Agreement ("SLA")

1. **Service Description**. NEXTIVA's Hosted Network Services (the "Network Services") are provided on NEXTIVA's internal network and third-party applications. Service level objectives, outage credits, and related warranties, as set forth in this Schedule apply only to NEXTIVA and the Network Services provided by Nextiva.

2. **Service Level Objective**. The Network Services shall perform in accordance with the Service Level Objective for network availability as measured by the MTTR ("SLO") as set forth herein. Although Outage Credits are provided as set forth below, NEXTIVA's objective is to provide the Network Services that meet the following SLO. Except as specifically set forth in this SLA, NEXTIVA shall have no liability for its failure to achieve this objective. The Outage Credit set forth below in Section 3 is Customer's sole and exclusive remedy for any failure, interruption or degradation of the NEXTIVA hosted service, except as otherwise provided in Section 3.

   Mean Time to Restore ("MTTR"). The MTTR objective shall be the average time required to restore the Network Services and resume availability when measured in a one-month (720 hour) period. The time is measured from the moment the outage is reported until the Network Services are available. NEXTIVA has an objective of repairing network equipment within an average of two (2) hours and restoring a network outage in an average of four (4) hours. NEXTIVA's objective is to coordinate repair efforts on equipment or cable cuts with underlying carriers when NEXTIVA first becomes aware of the problem, or when notified by Customer.

   Network Availability. The SLO covers all Nextiva controlled Services and facilities, Nextiva controlled Hardware & Software Platforms and Systems, and Nextiva controlled physical plant and infrastructure facilities. The SLO calculations will not include any unavailability resulting from (a) standard Nextiva network maintenance, (b) any Dedicated Access between Customer's location and Nextiva, including but not limited to the local loop, (c) Denial of Service ("DOS") attempts and any other malicious attempts orchestrated by third parties, Customer owned and/or operated cabling, infrastructure, or customer premise equipment, (e) any Customer-provided circuits or equipment, (f) Customer's applications, (g) acts or omissions of Customer, or (h) reasons of Force Majeure.

3. **Outage Credits**. Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which the Network Services do not conform to the SLO ("Outage"). In the event of an Outage, Customer shall be entitled to a credit ("Outage Credit"), which shall be credited on Customer's next monthly invoice upon request.

   When the Network Services do not conform to the SLO, the amount of the Outage Credit shall be as set forth in the table below and is credited in a percentage of the Monthly Recurring Charges (MRC) for the affected Network Services.

Aggregate Length of Outages per month	Credit Per Seat Affected
1 hour to 4 hours	1 day
4 hours 1 minute to 24 hours	3 days
24 hours 1 minute or more	10 days

For purposes of clarity, Customer shall be entitled to a credit towards the MRC for the services affected by the Outages only. By way of example, if four (4) lines of service at one customer location are each affected by Outages totaling five (5) hours in the aggregate, Customer shall be entitled to an Outage Credit equal to three (3) days of the MRC for the affected four (4) lines of service, exclusive of applicable taxes and fees, only. Network Services disruptions or outages will be accumulated over the course of a billing period and will be subject to the maximum credit as shown above of the applicable MRC for the Network Services. The number of minutes of separate and discrete Outages will be cumulated to determine the percentage of credit. In no event shall NEXTIVA's total liability for all Outages on a particular Network Service exceed thirty percent (30%) of the MRC for the affected Network Service.

Notwithstanding the limitations imposed on Customer regarding Outage Credits contained in Section 2 and this Section 3, in the event that Outages of at least one (1) hour occur three (3) or more times in any rolling three (3) month period, Customer may, in addition to receiving the credit set forth in this Section 3, terminate this Agreement upon at least thirty (30) days' advance written notice to Nextiva without incurring an early termination fee or any other penalty.

4. **Exceptions.** Customer shall not receive an Outage Credit if Outage is, as determined by NEXTIVA in its sole discretion: (i) caused by Customer or others authorized by Customer to use the Network Services under the Agreement; (ii) due to the failure of power, facilities, equipment, systems, or connections not provided by NEXTIVA or its designees within the Network Services; (iii) the result of network maintenance activity as set forth in Section 5 of this SLA, or (iv) due to a force majeure.

5. **Planned Network Maintenance Period ("PNMP")**. NEXTIVA shall avoid performing network maintenance between 3:00am to 9:00 pm PT, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Network Service. Service-impacting network maintenance is performed on Saturday evenings between 9:00pm PT and 3:00am PT. If Nextiva deviates from this Saturday evening service-impacting maintenance, Nextiva will provide Customer three (3) business days written notice. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential or other emergency conditions. NEXTIVA agrees that an Outage resulting from PNMP shall not exceed 12 hours in a month. NEXTIVA will use commercially reasonable efforts to notify Customer prior to emergency maintenance. NEXTIVA shall make every effort to provide Customers with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency)

that, in NEXTIVA's reasonable opinion, has a substantial likelihood of affecting the Customers traffic/service. If NEXTIVA's planned activity is canceled or delayed, NEXTIVA shall promptly notify Customer and shall comply with the provisions of this Section to reschedule any delayed activity.

6. **Emergency Maintenance Period ("EMP")**. It may be necessary for NEXTIVA to issue an EMP. EMPs allow NEXTIVA to schedule mandated maintenance with a shorter Customer notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on NEXTIVA's network.

7. **Warranty**. NEXTIVA warrants that Network Services shall conform to the SLO. NEXTIVA shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Network Services and restore such Network Services to comply with the terms hereof.

THE REMEDY(IES) AS SET FORTH IN SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY(IES) OF CUSTOMER IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.

Support Severity Definitions	**Severity 1:** Unplanned Downtime due to Complete System Failure. This issue results in complete system failure, due to the Servers or network on which the Services are accessed not being available to be accessed for a continuous period lasting greater than thirty (30) minutes in length. This excludes the following: (i) any failure by a Customer to access the Services caused by any failure, interruption, outage or other factor outside of Nextiva''s direct control, including without limitation, issues associated with Customer‘s computers, local area networks or internet service providers, any internet connectivity not under Nextiva''s direct control and any Force Majeure event or any event resulting from any actions or inactions of Customer, Customer‘s Agents or any third parties,(ii)unavailability that is caused by any equipment or telecommunications provider that is not within the direct control of Nextiva; (iii) unauthorized use of, or modifications to hardware or software, and (iv) Planned Downtime. Note: Planned downtime is a service interruption, typically during non-business hours in which Nextiva may perform maintenance, patches and upgrades. Customers will be notified of such planned downtime in advance. **Severity 2:** Inoperable Essential Function. This category is characterized by a defect that is not catastrophic as in Severity 1; but impairs an essential business function that is necessary to operate the business. This category is characterized by (i) major functionality loss and/or (ii) more than one important feature is not working. If no immediate remedy is available, Nextiva, at its discretion, may provide a temporary work around until a permanent fix is in place **Severity 3:** Functional Limitation. Narrow functional limitations and situations that do not currently impair the Customer's business activities while using the Services.

	If no immediate remedy is available, Nextiva, at its discretion, may provide a temporary work around until a permanent fix is in place. **Severity 4:** Intermittent or Minor Issue. Specific functions within the Services that do not negatively impact daily operations. These issues are characterized by (i) infrequent occurrence and/or intermittent function.
Response Time (Time allocated to initiate gathering of all necessary information to resolve the issue)	**Severity 1 and 2:** Respond within 15 minutes. **Severity 3:** Respond within two hours. **Severity 4:** Respond within 1 day.
Target Resolution (Estimated time to resolve the issue or provide a workaround)	**Severity 1 and 2 issues:** Target uptime resolution between 30 minutes and 2 hours. **Severity 3 issues:** Target uptime resolution between 1 and 5 business days. **Severity 4 issues:** Nextiva will exercise commercially reasonable efforts to resolve minor issues in periodic system patches. At its discretion, after discussing the issue with the Customer, Nextiva may resolve the issue by changing the feature altogether or providing a workable alternative.
Regular Support Hours	Nextiva Support is staffed 24 hours per day, 7 days per week, via the following channels. Phone -+1.800.285.7995 (Option 1) Email - support@nextiva.com Portal - help.nextiva.com Chat available during business hours
Escalation Procedure	If response times or resolution extend beyond the time frames shown here, customers may escalate the issue: • escalate@nextiva.com • First point of contact: Larry Klein - Sr. Manager Global Support larry.klein@nextiva.com • Second Escalation: Peter Biber - Vice President Global Support peter.biber@nextiva.com • Third Escalation: Ken McMahon - Chief Customer Officer ken.mcmahon@nextiva.com

Quote Number	**CPQ-643560-2**
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

Sales Agent	Erik Richardson erik.richardson@nextiva.com (859) 407-5982
Customer	Village of Westmont
Primary Billing Address	31 W QUINCY ST WESTMONT IL 60559-1865 US
Billing Frequency	MONTH
Contract Term	36 Months
Bill Push Months	3

SIGNUP QUOTE SUMMARY	USD
Due Today Service Charges	$2,858.80
Due Today Taxes & Fees	$869.46
Purchased Hardware	$8,500.00
Implementation Charges	$6,715.00
Shipping	$1,340.00
Subtotal	$20,283.26
DUE TODAY TOTAL	**$20,283.26**
Monthly Recurring Price	$2,858.80
Monthly Recurring Taxes & Fees	$869.46
MONTHLY RECURRING TOTAL	**$3,728.26**

RECURRING SERVICES

Service Address: 31 W QUINCY ST WESTMONT IL 60559-1865 US

PACKAGES & ADDONS	List Price	Discount	Net Price	Quantity	Total Price
Nextiva CX - Core	$35.00	$24.05	$10.95	176	$1,927.20
NextOS Basic Extension	$9.95	$2.00	$7.95	93	$739.35
Vfax	$14.95	$7.00	$7.95	15	$119.25
NextOS Paging Extension	$4.95	$2.00	$2.95	10	$29.50
New Local DID	$9.95	$9.70	$0.25	174	$43.50

LOCATION SUMMARY

Due Today Service Charge (Excludes Taxes & Fees)	**$2,858.80**	**Recurring Price (Excludes taxes & fees)**	**$2,858.80**
Due Today Service Charges	*$2,858.80*	*Packages & Addons Total*	*$2,858.80*
		Rental Device Total	*$0.00*

TAXES & FEES *These are estimated taxes and fees. Actual taxes and fees will be calculated when the invoices are processed.

Due Today Taxes & Fees	**$869.46**	**Recurring Taxes & Fees**	**$869.46**
Federal FCC Regulatory Fee (VoIP)	*$2.62*	*Federal FCC Regulatory Fee (VoIP)*	*$2.62*
Federal FUSF (VoIP)	*$194.34*	*Federal FUSF (VoIP)*	*$194.34*
E911 Fee	*$269.00*	*E911 Fee*	*$269.00*
Regulatory Recovery Fee	*$403.50*	*Regulatory Recovery Fee*	*$403.50*
DUE TODAY SUBTOTAL	**$3,728.26** *Includes taxes & fees*	**RECURRING SUBTOTAL**	**$3,728.26** *Includes taxes & fees*

Quote Number	CPQ-643560-2
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

ONE TIME CHARGES

PURCHASED HARDWARE

Description	List Price	Discount	Net Price	Quantity	One-Time
Cisco ATA 192 Multiplatform Analog Telephone Adapter	$160.00	$0.00	$160.00	3	$480.00
Yealink - W76P	$180.00	$80.00	$100.00	6	$600.00
Poly - Edge E500 Desk Phone w/ PSU	$250.00	$115.00	$135.00	52	$7,020.00
Poly - Edge E300 Desk Phone, PoE	$140.00	$140.00	$0.00	185	$0.00
Poly - Wall Mount for Edge E300 Series	$20.00	$0.00	$20.00	20	$400.00
Total					$8,500.00

SERVICE DELIVERY CHARGES *(Includes Account Activation Fees and Implementation)*

Item Description	List Price	Discount	Net Price	Quantity	One-Time
Nextiva Service Delivery: Elite+	$7,900.00	$1,185.00	$6,715.00	1	$6,715.00
Total					$6,715.00

Please Note:

- The service delivery fees contained herein is a preliminary estimate based on Nextiva's current understanding of customer's needs and is subject to change based on the final scope of work. Pricing excludes taxes, fees, surcharges, usage charges, and one-time charges.

SHIPPING DETAILS SUMMARY *(Charges reflect Rental Devices and Purchased Hardware quantities per Shipping Location.)*

31 W QUINCY ST WESTMONT IL 60559-1865 US

Purchased Hardware	Quantity
Cisco ATA 192 Multiplatform Analog Telephone Adapter	3
Yealink - W76P	6
Poly - Edge E500 Desk Phone w/ PSU	52
Poly - Edge E300 Desk Phone, PoE	185
Poly - Wall Mount for Edge E300 Series	20
Shipping Method	Ground
Total	$1,340.00

Subtotal (Excludes taxes & fees)	**$1,340.00**

Quote Number	**CPQ-643560-2**
Quote Currency	USD
Quote Date	11-21-2025
Quote Expires	12-18-2025
Quote Status	Approved

SERVICE LOCATION SUMMARY

Includes Services, Hardware & Service Delivery Charges (if applicable). Excludes Purchased Hardware & Shipping Charges.

Service Location	Due Today (Includes Taxes & Fees)	Recurring Price (Includes Taxes & Fees)
31 W QUINCY ST WESTMONT IL 60559-1865 US	$18,943.26	$3,728.26

AMOUNT DUE

Includes Services, Hardware, & Implementation Charges (if applicable). Includes Shipping Charges.

Due Today Total (Includes taxes & fees)	Recurring Total (Includes taxes & fees)
$20,283.26	**$3,728.26**

IMPORTANT: We have made changes to our Terms and Conditions Please review at https://www.nextiva.com/legal.html.
Nextiva | http://www.nextiva.com | 9451 East Via de Ventura, Scottsdale AZ 85256

LEASE

THIS LEASE ("Lease") is by and between the Village of Westmont, an Illinois municipal corporation ("Lessor") and **Westmont Special Events Corporation NFP**, an Illinois not-for-profit corporation ("Lessee") and dated this 20th day of November, 2025.

1. PREMISES; PARKING

Lessor is the legal owner of a municipal building located at 1 South Cass Avenue, Westmont, Illinois, commonly known as Westmont Centre. In consideration of the mutual promises, covenants and conditions set forth herein. Lessor hereby lease to Lessee space within the Westmont Centre identified as follows:

Suite 102 ***1,277 sq.ft.***

It is anticipated that Lessee shall have up to four (4) employees utilizing the Premises, with additional volunteers using the premises from time to time. Said employees and volunteers shall be permitted to park in the attached parking lot located to the east of Westmont Centre. Lessor and Lessee shall reasonably agree on appropriate parking locations for any additional employees of Lessee.

2. TERM.

2.1 Initial Term. The initial term ("Term") of this Lease shall be for **One (1)** years, commencing on **December 1, 2025** and ending on **November 30, 2026**. This Lease shall terminate on **November 30, 2026**, unless earlier terminated or extended as provided herein.

2.2 Right To Terminate. Lessee shall have the right to terminate this Lease for any reason upon one-hundred eighty (180) days advance written notice to Lessor of its intention to terminate. Lessor shall likewise have the right to terminate this Lease for any reason upon one-hundred eighty (180) days advance written notice to Lessee of its intention to terminate.

3. RENT.

3.1 Base Rent. Lessee shall pay no base rent to Lessor for its use of the Premises under this Lease. Lessor acknowledges that Lessee provides a valuable public service which will provide valuable exposure for the Village of Westmont and assist in the promotion of commerce and tourism, serving as valuable consideration in lieu of rent payments. However, although Lessee shall pay no Base Rent to Lessor, Lessee shall be responsible for Additional Rent as stated in Section 3.2 below. Additionally, in the event that Lessee fails to timely vacate the Premises after termination of this Lease, Lessee shall be liable to Lessor for its wrongful hold-over in the amount of $100.00 per day.

3.2 Additional Rent. Lessee shall pay as Additional Rent to Lessor its share of common area maintenance ("CAM") expenses, at nine dollars and thirty-five cents ($9.35) per

square foot of Lessee's rentable space per year, payable in equal monthly installments. The CAM expenses cover the Lessor's costs associated with operating the Westmont Centre. The CAM expenses shall be allocated to Lessee as follows: total CAM expenses for Westmont Centre/total rentable square feet in Westmont Centre x 1,277 square feet. Based upon this calculation, Lessee's annual CAM expenses shall be $11,939.95, payable in equal monthly installments of $994.99. Lessee shall pay such Additional Rent to Lessor on or before the first day of the month for each month of the Lease Term. If Additional Rent is not received by Lessor on or before the first day of the month, it is subject to a late payment charge equal to five percent (5%) of such Additional Rent, payable in full within ten (10) days from the first of the month. Payment of such late fee shall not in and of itself cure a Default under this Lease and Lessor retains all relief available, pursuant to the terms of this Lease, and at law and equity.

3.3 Taxes. The underlying property is currently exempt from real estate taxes. In the event that real estate taxes are assessed against all or a portion of the underlying property due to Lessee's use of the Premises, then Lessor shall initially pay such real estate taxes and Lessee shall be responsible for its pro rata share of any and all real estate taxes, assessments or special assessments or other similar charges attributable to the underlying property and/or the Westmont Centre or the Premises, payable upon thirty (30) days written notice from Lessor. Such pro rata share shall be determined by dividing the total leasable square feet of Westmont Centre by the leasable square feet of the Premises. Should the number of leasable square feet increase or decrease during Lessee's Lease Term, Lessee's pro rata share of such real estate taxes, assessments or special assessments or other similar charges shall be adjusted accordingly. Lessee shall also be responsible for payment of its own income taxes, sales taxes and other taxes, if any, attributable to the operation of its business.

3.4 Utilities. Lessor shall be responsible for payment of all utilities for the Premises as the result of the Lessee's use, and Lessee shall have no obligations in this regard. Such utility charges include, but are not limited to, water, gas, sanitary sewer, refuse removal and electricity. Lessee shall be responsible for payment of its own telephone bills, DSL or other cable/modem charges, or other such similar utilities or quasi-utilities services requested specifically by Lessee for the operation of its business. Lessor shall be responsible for maintenance as set forth herein.

4. USE.

Lessee may use and occupy the Premises for general office purposes consistent with Lessee's primary purpose, and for no other reason. Lessee, its Board Members, officers, employees and agents shall operate no other business from the Premises. It is anticipated that Lessee will conduct its customary and usual business between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. To the extent Lessee's employees require use of the Premises during non-business hours, including weekends, Lessee shall be entitled to access the Premises during such times, however, Lessee shall be responsible for coordinating with the Village of Westmont Facilities Manager for Westmont Centre proper security protocol for entering and exiting Westmont Centre during such non-business hours.

Lessee and any of its guests, invitees or agents shall not be permitted to occupy any other

portion of the Westmont Centre other than the Premises and the Conference Rooms.

5. MAINTENANCE, REPAIRS, ALTERATIONS.

5.1 Lessor's Obligations. Lessor shall provide for all maintenance of Westmont Centre, including the Premises, except as otherwise specifically provided herein. Such maintenance shall include, but is not limited to, maintenance of the physical building structure, roof, HVAC systems, electrical system and plumbing system. Janitorial services shall be provided by Lessor, excluding the Premises, and shall be performed on a daily basis. Lessor shall provide the Premises to Lessee in broom-clean condition, but shall perform no specific alterations, painting or other maintenance to the Premises for Lessee's use, except as specifically stated herein. Lessor shall be responsible for maintenance of the parking lot and exterior grounds of Westmont Centre.

5.2 Lessee's Obligations. Lessee shall be obligated to keep and maintain the Premises in a neat and orderly condition. Upon termination of this Lease, Lessee shall vacate the Premises in broom clean condition, normal wear and tear excepted. On the occasions that Lessee utilizes the Conference Rooms as permitted by this Lease, it shall be Lessee's obligation at its sole cost and expense to thoroughly clean said spaces and restore them to their condition prior to Lessee's use. In the event Lessee fails to properly maintain the Conference Rooms after their use, such maintenance shall be performed by Lessor and chargeable to Lessee at the rate of $30.00 per hour.

Lessee shall not perform any alterations to the Premises without the express written consent of the Facilities Manager. Lessee shall not permit any liens to attach to the Westmont Centre property. In the event Lessee permits such a lien to attach, it shall take all actions necessary to remove such lien within sixty (60) days from the notice such lien is recorded against the property.

Lessee shall be responsible to repair or replace any damage caused to the Premises or Westmont Centre as a result of its use, or the use by its guests, invitees and agents.

Lessor shall be permitted to inspect the Premises from time to time upon advance notice to Lessee. Such inspection shall not interfere with Lessee's business operations.

Except as provided herein, Lessee shall be responsible for performing all renovations to the spaces leased hereunder, at its own costs and expense. Lessee may utilize third party contractors to perform such work. The plans for such renovations shall require the advance written approval of Lessor, and no renovation work shall occur until proper building and related permits are obtained by Lessee from Lessor. All renovation work shall be performed in accordance with all codes and ordinances of Lessor.

6. INSURANCE: INDEMNITY.

6.1 Lessee's Insurance. During the term of this Lease and any extension thereof, Lessee shall obtain and keep in full force and effect liability insurance protecting against personal injury, bodily injury and property damage, naming Lessor as an additional insured as its

interests may appear from time to time, against liability arising out of Lessee's use, occupancy, or maintenance of the Premises and Westmont Centre. Such insurance shall provide coverage for and shall be in an amount of not less than one million dollars ($1,000,000.00). Lessee's insurance shall be primary with respect to any claim arising out of any such injury or property damage due to Lessee's use. If required by State law, Lessee shall provide worker's compensation insurance covering its employees. Lessee shall also be responsible, at its option, for providing commercial property insurance covering Lessee's fixtures, equipment and inventory in the Premises.

6.2 Lessor's Insurance. During the term of this Lease and any extension thereof, Lessor shall obtain and keep in full force and effect similar Liability Insurance as stated above insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Lessor's activities upon, in or about Westmont Centre, including the Premises in the minimum amount of one million dollars ($1,000,000.00). Lessor's Liability Insurance shall be primary with respect to any claim arising out of Lessor's use of Westmont Centre or the Premises.

6.3 Indemnification by Lessee. Lessee shall defend, indemnify, and hold Lessor and Lessor's agents, officers, directors and employees harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorney's fees) arising in or in connection with any and all third party claims arising out of (a) injuries occurring on Westmont Centre property, including the Premises, arising out of Lessee's use of Westmont Centre under this Lease; (b) any intentional acts or negligence of Lessee or Lessee's agents, employees, invitees, guests or contractors; (c) any breach or default in the performance of any obligation on Lessee's part to be performed under this Lease. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of the Lease.

6.4 Indemnification by Lessor. Lessor shall defend, indemnify, and hold Lessee and Lessee's agents, officers, directors and employees harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorney's fees) arising in or in connection with any and all third party claims arising out of (a) injuries occurring on Westmont Centre property, including the Premises, arising out of Lessor's use of Westmont Centre under this Lease; (b) any intentional acts or negligence of Lessor or Lessor's agents, employees, invitees, guests or contractors; (c) any breach or default in the performance of any obligation on Lessor's part to be performed under this Lease. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of the Lease.

7. ASSIGNMENT AND SUBLETTING.

Lessee shall not be permitted to assign or sublet this Lease at any time.

8. DEFAULTS; REMEDIES

8.1 Lessee's Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee;

(a) The failure to pay Additional Rent as required by this Lease, after five-days written notice from Landlord.

(b) The holding over and wrongful possession of the Premises, or any portion thereof, by Lessee after termination of this Lease.

(c) The failure of Lessee to maintain insurance as required by this Lease, where such failure shall continue for a period of seven (7) business days after Lessor notifies Lessee in writing of such failure.

(d) The failure of Lessee to maintain the Premises, including the Conference Rooms, in a neat and orderly condition, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

(e) The failure by Lessee to observe or perform any of the covenants, conditions and provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

(f) Making by Lessee of any general assignment for the benefit of creditors, filing of a petition or adjudication of bankruptcy or a petition for reorganization, appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located in the Premises, judicial seizure of substantially all of Lessee's assets located on the Premises, Lessee's insolvency or admission of an inability to pay its debts as they mature; or the formal dissolution of Lessee's corporation, where such condition shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

8.2 Remedies in Default. In the event of any such uncured default, Lessor may in accordance with procedures required by law, pursue the following remedies:

(a) Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall surrender possession of the Premises to Lessor within thirty (30) days after written notice from Lessor to Lessee. Such termination shall not preclude Lessor from seeking any damages from Lessee caused by Lessee's use of the Premises. Lessee shall be responsible in the amount of $100.00 per day for each day that Lessee wrongfully holds over possession after termination of this Lease for any reason.

(b) Take any other legal action, including a lawsuit in law or equity, for damages or possession caused by Lessee's breach.

8.3 Lessor Defaults and Remedies. In the event Lessor fails to do, serve, keep and perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done, observed, kept or performed by Lessor, within thirty (30) days after written notice by Lessee to Lessor of said failure (except when the nature of Lessor's obligation is such that more than thirty (30) days are required for its performance, than Lessor shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion), then Lessee shall have the right to terminate this Lease and/or pursue any other legal remedies available in law or equity.

9. SIGNAGE. Lessee may place lettering on the door to the Premises listing its corporate name only, at its own expense. The Facilities Manager shall approve in advance any such lettering. Otherwise, Lessee shall have no right to install or place signs, awnings, or other advertising materials in or about the interior or exterior of the Premises or Westmont Centre. In the event that Lessee desires to install or place such signs, awnings or other advertising materials in or about the Premises, Lessee shall be required to obtain the advance, written consent by motion of the Village of Westmont Board of Trustees, which may be denied for any reason. The denial of such a request by Lessee shall not entitle Lessee to pursue any legal action against Lessor, its officers, employees, or agents. In the event such permission is granted by the Village of Westmont Board of Trustees, all such signs, awnings and/or advertising materials shall comply with all applicable laws, regulations and rules, as well as any additional restrictions imposed by the Board of Trustees. Lessee shall remove any such lettering or signage at its own expense upon termination of the Lease by either party for any reason.

10. POST-TERM TENANCY.

Upon expiration of the initial term of this Lease, the tenancy shall automatically continue on a month-to-month basis, subject to all terms and conditions of this Lease.

11. MISCELLANEOUS.

11.1 Severability. The invalidity of any portion of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

11.2 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Lessor specifically acknowledges that Lessee's employees at the Premises do not have the authority to modify the Lease or to waive Lessee's rights hereunder.

11.3 Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or subsequent breach by Lessee of the same or any other provision. No waiver shall be effective unless it is in writing, executed on behalf of Lessor.

11.4 Cumulative Remedies. Except or otherwise expressly provided in this

Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or inequity.

11.5 Binding Effect; Choice of Law. This Lease shall be binding upon and benefit to the parties, their personal representatives, successors and assigns and shall survive any transfer of the subject real estate, whether by sale or otherwise. The Lease shall be governed by the Laws of the State of Illinois and any lawsuit concerning this Lease shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

11.6 Attorney's Fees. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the court.

11.7 Destruction of Premises. In the event of the destruction of the Premises, or a destruction of Westmont Centre or any part thereof which renders Lessee's use of the Premises impossible or impracticable, Lessee shall have the right to immediately terminate this Lease.

11.8 Quiet Enjoyment. Lessor covenants and agrees that Lessee may peaceably and quietly enjoy the Premises hereby demised.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR:

VILLAGE OF WESTMONT,

an Illinois municipal corporation

By:_____
Ronald J Gunter, Mayor

ATTEST:

_____
Virginia Szymski, Village Clerk

LESSEE:

Board of Education Of COMMUNITY UNIT
SCHOOL DISTRICT NO. 201,
a body corporate and politic

_____
Signature

_____
Printed Name

_____
Title

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (hereinafter called "Downers Grove"), and the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter called "Westmont"),

WITNESSETH:

WHEREAS, Westmont and Downers Grove are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves in order to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/Art. 11 Div. 12) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and,

WHEREAS, Westmont and Downers Grove have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and,

WHEREAS, said Division (65 ILCS 5/11-12-9) authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and,

WHEREAS, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Westmont and Downers Grove; and

WHEREAS, Westmont and Downers Grove recognize the need to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities, in order to plan efficiently for growth and potential development between their communities, and conservation of available resources for their respective citizens; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes

municipalities to enter into contracts or agreements among themselves in order to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Downers Grove and Westmont entered into a certain Boundary Line Agreement, dated August 12, 1991, and amended November 15, 1993; which has since expired; and,

WHEREAS, the corporate authorities of Downers Grove and Westmont have determined that it is in the best interest of each municipality and the citizens thereof to re-enter into a new boundary line agreement establishing a boundary line, pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage and, to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities; and,

WHEREAS, Downers Grove and Westmont have each provided public notice of this Agreement, not less than 30 days and not more than 120 days prior to formal approval of this Agreement by their respective corporate authorities, as required by 65 ILCS 5/11-12-9.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, and pursuant to the authority of said municipalities referred to above, the Villages of Westmont and Downers Grove hereby agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth.

2. The boundary line (the "Boundary Line") legally described in Exhibit "B" attached hereto, and depicted on the map attached hereto as Exhibit "A", is hereby approved and adopted by Downers Grove and Westmont for all purposes of this Agreement, and specifically for municipal government planning, subdivision control, official maps, ordinances and other municipal purposes.

3. Without the prior written consent of the other municipality to the contrary, Downers Grove will not annex any territory within the jurisdiction of Westmont and easterly of the Boundary Line described in paragraph 2 hereof, and Westmont will not annex any territory within the jurisdiction of Downers Grove and westerly of the Boundary Line described in paragraph 2 hereof.

4. Westmont hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have westerly of the Boundary Line, and Downers Grove hereby transfers to Westmont all powers, authority and jurisdiction which it may have easterly of the Boundary Line. For the avoidance of doubt, that portion of the right-of-way along Cumnor Rd. bound at the southern end by Burlington Ave., thence

northerly approximately 900 ft, to Maple Ave., shall be under the power, authority and jurisdiction of Westmont. The existing Downers Grove watermain located within said Westmont right-of-way is a permitted utility facility that Downers Grove can access and maintain. By this Agreement, Westmont exempts Downers Grove from the permitting and other requirements of Chapter 82, "Utilities", Article VIII, "Construction of Utility Facilities In The Rights-of-Way", of the Westmont Code of Ordinances. Notwithstanding this exemption, Downers Grove shall (a) provide courtesy, advance notice to the Westmont Public Works Director of proposed maintenance or other work to this watermain, (b) provide adequate traffic control related to the maintenance or other work to this watermain, if needed based on the nature of the maintenance or other work, (c) provide advance written notice to surrounding residents who may be affected by maintenance or other work to this watermain, and (d) restore the Westmont right-of-way to substantially the same condition that existed prior to maintenance or other work to said right-of-way.

5. It is the intention of both municipalities to honor the Boundary Line in effecting future annexations of territory that is presently unincorporated. Without the prior written consent from the other municipality to the contrary, Westmont will not annex any territory situated westerly of the Boundary Line and Downers Grove will not annex any territory situated easterly of the Boundary Line.

6. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection or to take other lawful action to oppose proposed rezonings within one and one-half miles of its corporate limits or to oppose zoning in any lawful manner within the other municipality.

7. This Agreement shall be binding upon, and shall apply only to relations between Downers Grove and Westmont. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Westmont insofar as such claims shall relate to any municipality which is not a party to this Agreement.

8. This Agreement shall be in full force and effect from and after the copies hereof, certified by the Clerks of the respective municipalities, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each such municipality.

9. This Agreement shall be in full force and effect for a period of twenty (20) years from the

date hereof and shall be automatically renewed thereafter for successive five (5) year terms unless either party serves written notice upon the other party not less than 180 days prior to the scheduled expiration of the initial term or renewal thereof of its desire that this Agreement not be so renewed.

10. Neither Downers Grove nor Westmont shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities, or until the end of its term, as the same may be extended, pursuant to paragraph 9 hereof.

11. The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any one or more of such provisions shall not be deemed to impair or affect the validity or enforceability of any other provision hereof.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Downers Grove and Westmont have caused this Agreement to be executed by their respective Mayors, and attested by their respective Village Clerks, with their corporate seals hereunto affixed, as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

_____
Mayor

Attest:

_____
Village Clerk

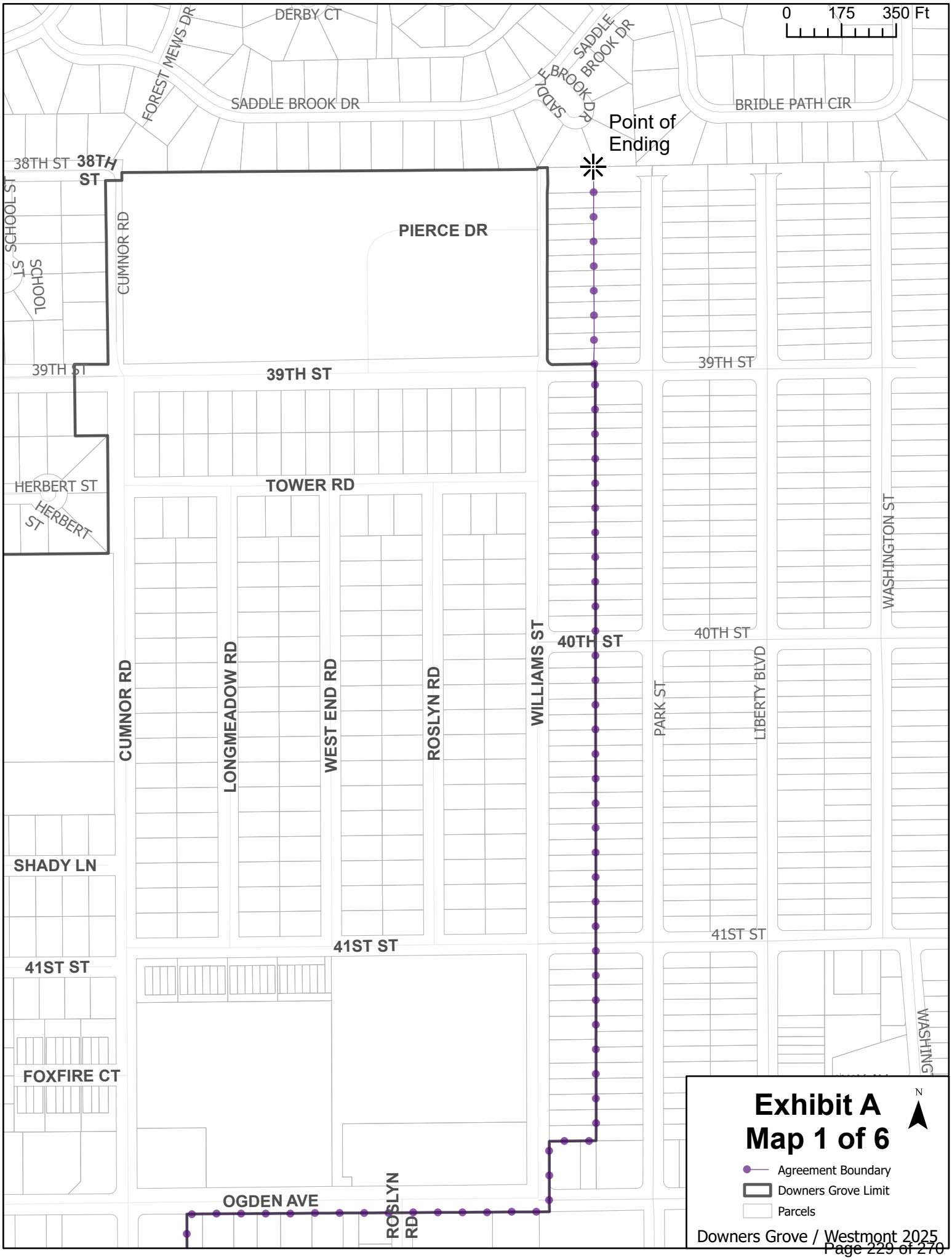
VILLAGE OF WESTMONT

_____
Mayor

Attest:

_____
Village Clerk

EXHIBIT A
MAPS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Point of Ending
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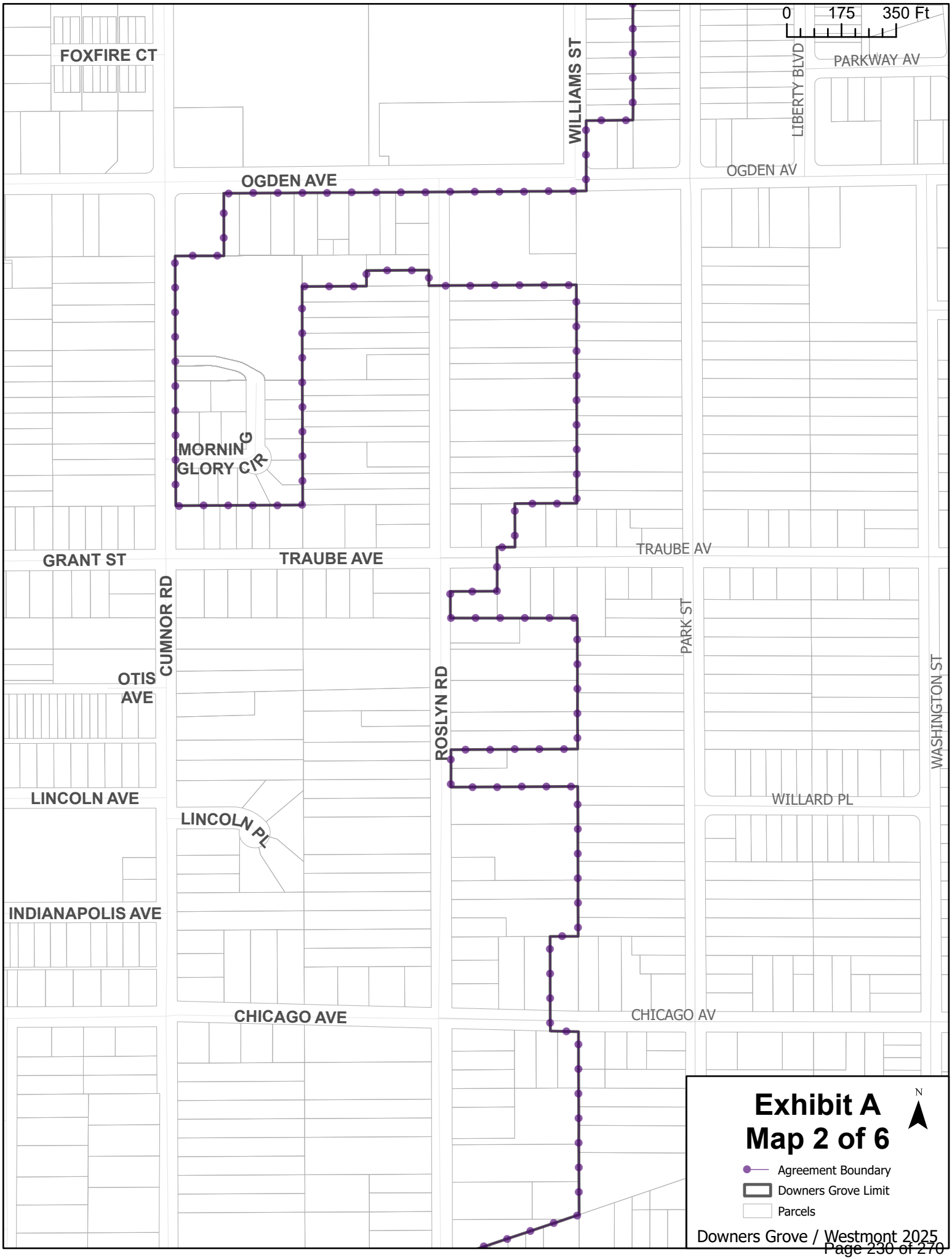
38TH ST
SCHOOL ST
SCHOOL ST
CUMNOR RD
PIERCE DR
39TH ST
39TH ST
39TH ST
HERBERT ST
HERBERT ST
TOWER RD
CUMNOR RD
LONGMEADOW RD
WEST END RD
ROSLYN RD
WILLIAMS ST
40TH ST
40TH ST
PARK ST
LIBERTY BLVD
WASHINGTON ST
SHADY LN
41ST ST
41ST ST
41ST ST
FOXFIRE CT
OGDEN AVE
ROSLYN RD
WASHING
Exhibit A
Map 1 of 6
N
Agreement Boundary
Downers Grove Limit
Parcels
Downers Grove / Westmont 2025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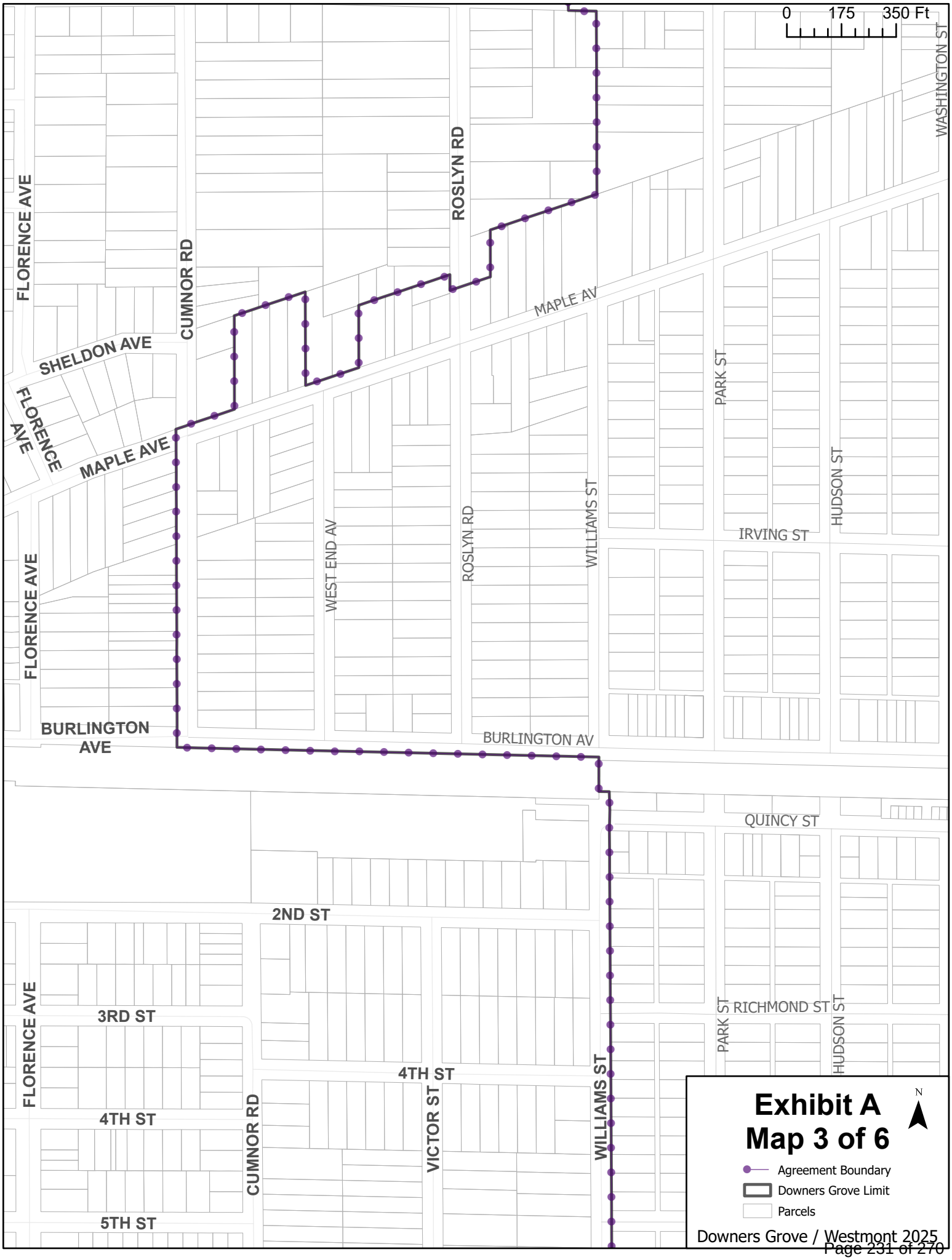
OGDEN AVE
OGDEN AV
MORNING GLORY CIR
GRANT ST
TRAUBE AVE
TRAUBE AV
CUMNOR RD
PARK ST
OTIS AVE
ROSLYN RD
WASHINGTON ST
LINCOLN AVE
WILLARD PL
LINCOLN PL
INDIANAPOLIS AVE
CHICAGO AVE
CHICAGO AV
N
Exhibit A
Map 2 of 6
Agreement Boundary
Downers Grove Limit
Parcels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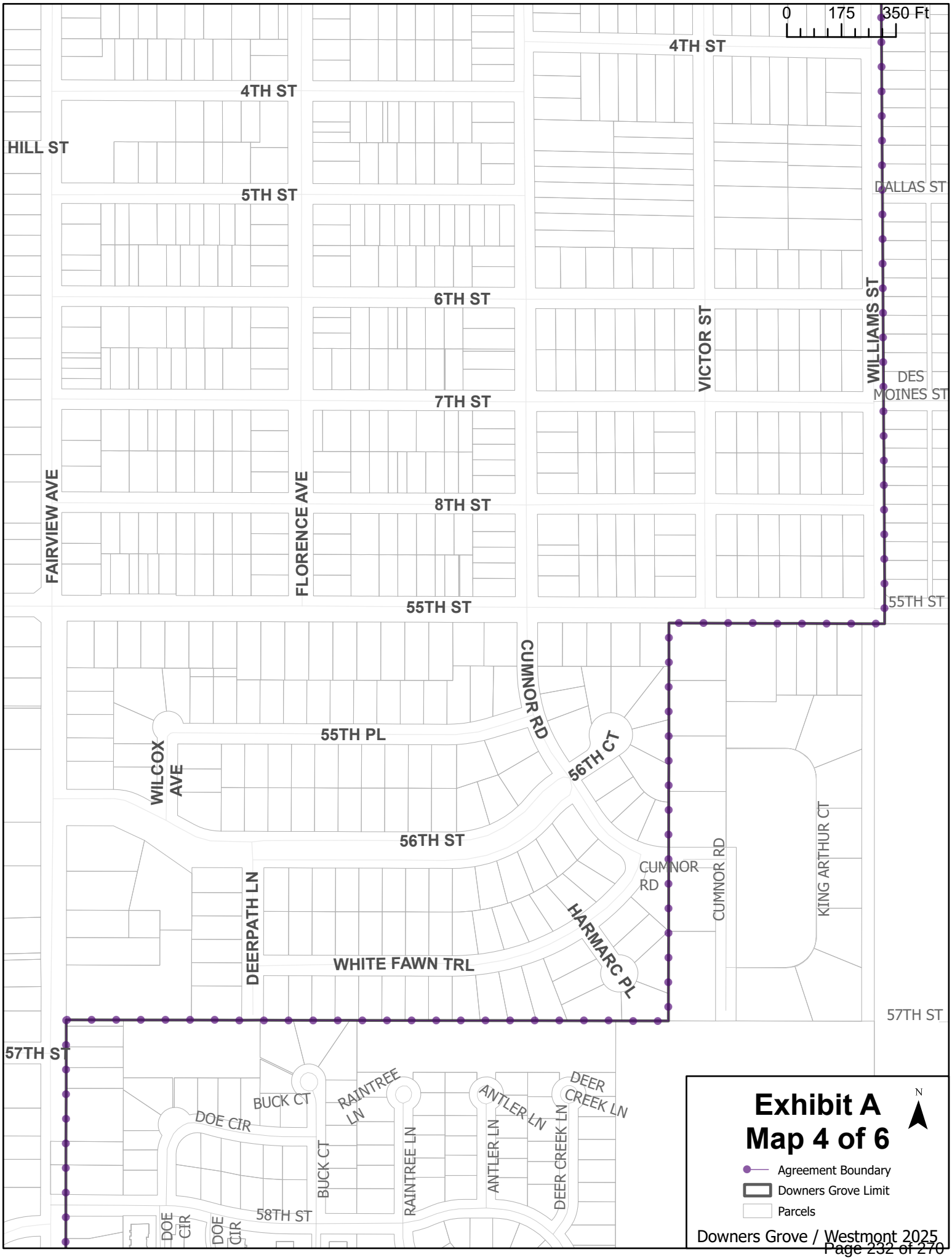
ROSLYN RD
FLORENCE AVE
CUMNOR RD
MAPLE AV
SHELDON AVE
FLORENCE AVE
MAPLE AVE
PARK ST
HUDSON ST
WILLIAMS ST
IRVING ST
WEST END AV
ROSLYN RD
FLORENCE AVE
BURLINGTON AVE
BURLINGTON AV
QUINCY ST
2ND ST
FLORENCE AVE
3RD ST
RICHMOND ST
PARK ST
HUDSON ST
4TH ST
WILLIAMS ST
4TH ST
CUMNOR RD
VICTOR ST
5TH ST
Exhibit A
Map 3 of 6
N
Agreement Boundary
Downers Grove Limit
Parcels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HILL ST
5TH ST
DALLAS ST
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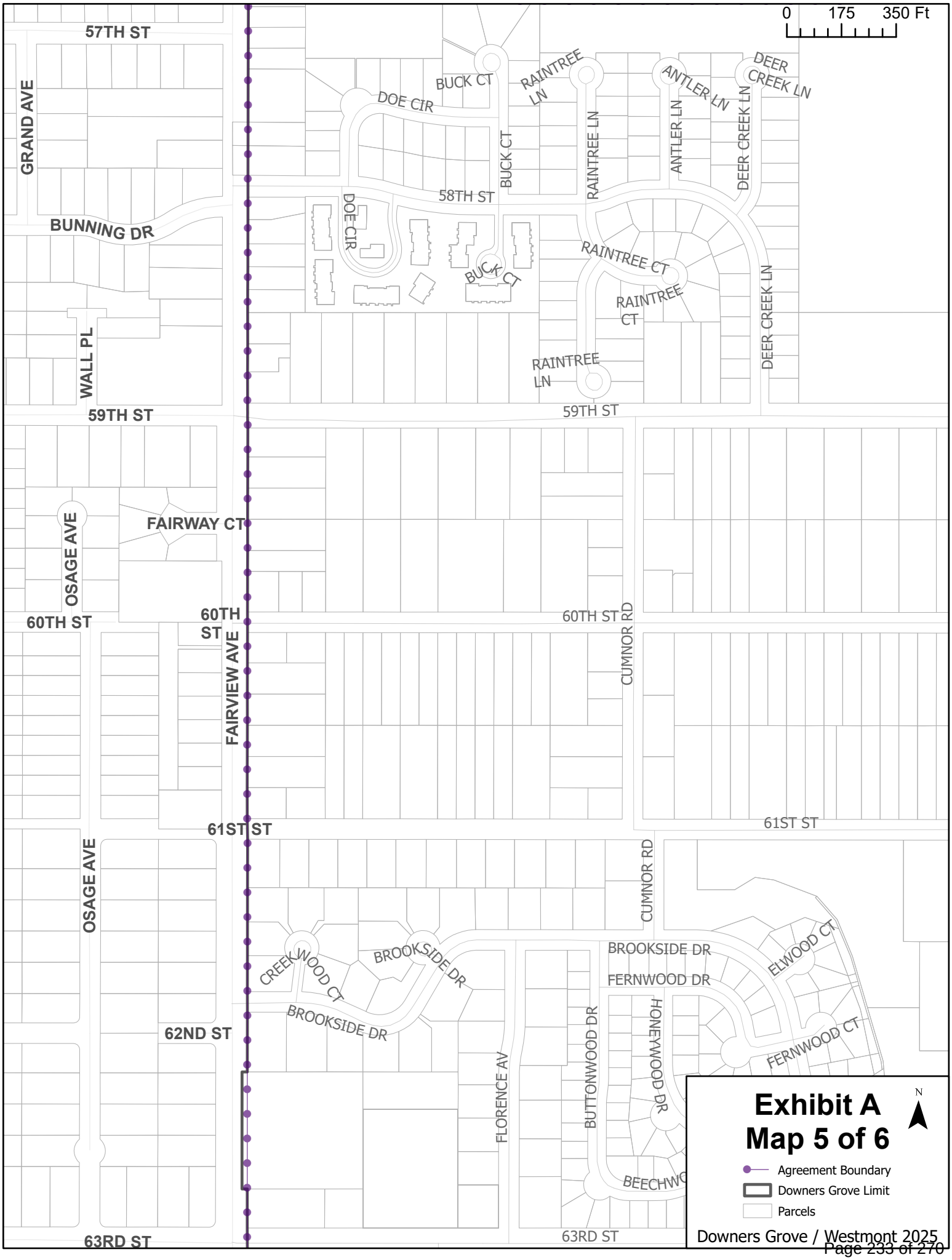
VICTOR ST
WILLIAMS ST
DES MOINES ST
7TH ST
FAIRVIEW AVE
FLORENCE AVE
8TH ST
55TH ST
55TH ST
CUMNOR RD
55TH PL
WILCOX AVE
56TH CT
56TH ST
CUMNOR RD
CUMNOR RD
KING ARTHUR CT
DEERPATH LN
HARMARC PL
WHITE FAWN TRL
57TH ST
57TH ST
BUCK CT
RAINTREE LN
ANTLER LN
DEER CREEK LN
DOE CIR
BUCK CT
RAINTREE LN
ANTLER LN
DEER CREEK LN
58TH ST
DOE CIR
DOE CIR
Exhibit A
Map 4 of 6
N
Agreement Boundary
Downers Grove Limit
Parcels
Downers Grove / Westmont 2025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BUNNING DR
WALL PL
59TH ST
OSAGE AVE
FAIRWAY CT
60TH ST
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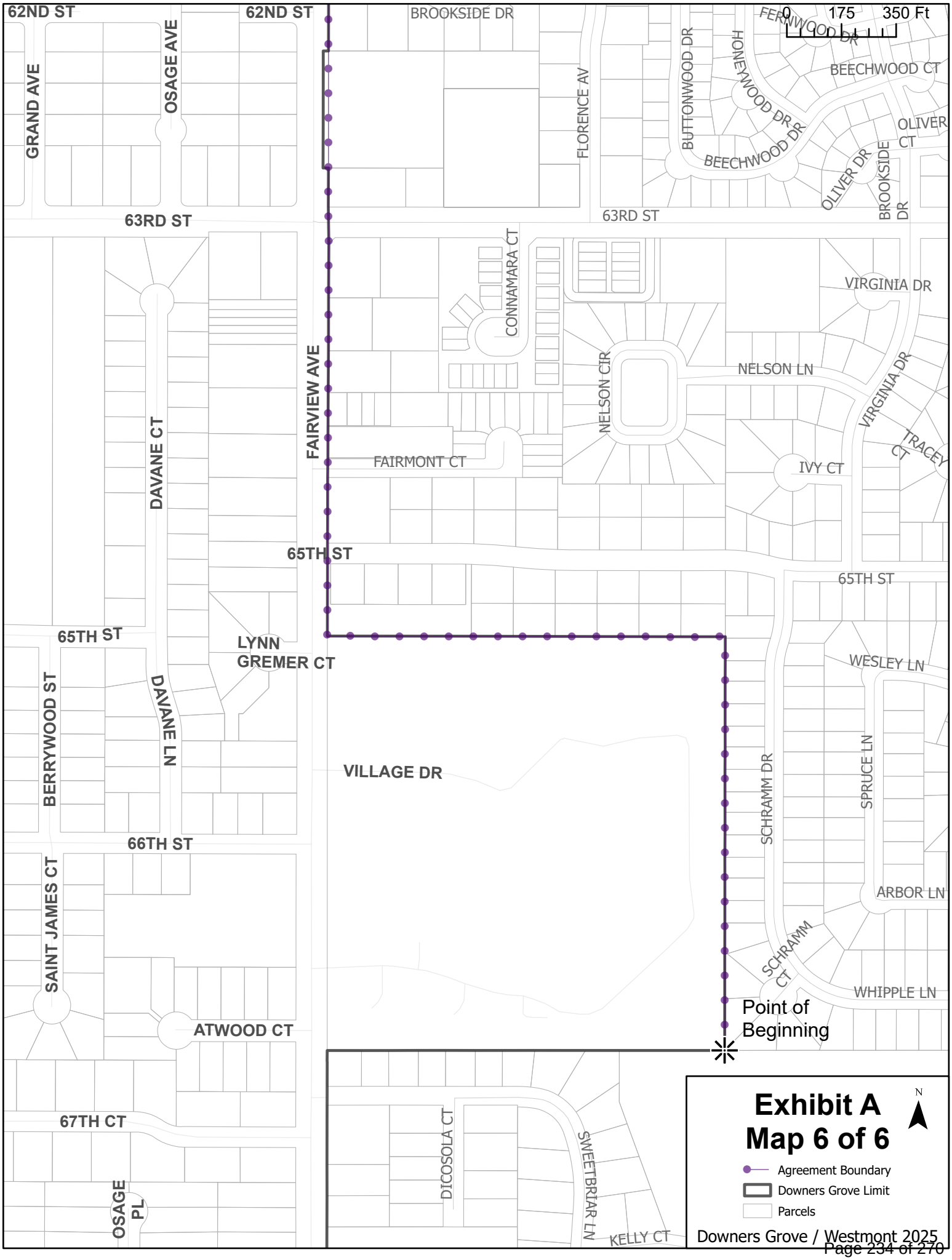
FAIRVIEW AVE
61ST ST
OSAGE AVE
62ND ST
63RD ST
BUCK CT
DOE CIR
RAINTREE LN
ANTLER LN
DEER CREEK LN
BUCK CT
RAINTREE LN
ANTLER LN
DEER CREEK LN
58TH ST
DOE CIR
BUCK CT
RAINTREE CT
RAINTREE CT
RAINTREE LN
DEER CREEK LN
59TH ST
60TH ST
CUMNOR RD
61ST ST
CUMNOR RD
CREEKWOOD CT
BROOKSIDE DR
BROOKSIDE DR
BROOKSIDE DR
FERNWOOD DR
ELWOOD CT
FERNWOOD CT
FLORENCE AV
BUTTONWOOD DR
HONEYWOOD DR
BEECHWO
63RD ST
Exhibit A
Map 5 of 6
N
Agreement Boundary
Downers Grove Limit
Parcels
Downers Grove / Westmont 2025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62ND ST
BROOKSIDE DR
GRAND AVE
OSAGE AVE
FLORENCE AV
BUTTONWOOD DR
HONEYWOOD DR
FERNWOOD DR
BEECHWOOD CT
BEECHWOOD DR
OLIVER CT
OLIVER DR
BROOKSIDE DR
63RD ST
63RD ST
CONNAMARA CT
VIRGINIA DR
NELSON CIR
NELSON LN
VIRGINIA DR
TRACEY CT
FAIRVIEW AVE
FAIRMONT CT
IVY CT
DAVANE CT
65TH ST
65TH ST
65TH ST
LYNN GREMER CT
WESLEY LN
BERRYWOOD ST
DAVANE LN
VILLAGE DR
SCHRAMM DR
SPRUCE LN
66TH ST
ARBOR LN
SAINT JAMES CT
SCHRAMM CT
WHIPPLE LN
Point of Beginning
ATWOOD CT
67TH CT
DICOSOLA CT
SWEETBRIAR LN
KELLY CT
OSAGE PL
Exhibit A
Map 6 of 6
N
Agreement Boundary
Downers Grove Limit
Parcels
Downers Grove / Westmont 2025

EXHIBIT "B"

WESTMONT/DOWNERS GROVE BOUNDARY AGREEMENT LINE

Commencing at a point 1,330 feet east of the southwest corner of the Northwest Quarter of Section 21 of Downers Grove Township, Township 38 North, Range 11 East of the Third Principal Meridian as a point of beginning; thence north a distance of approximately 1,325 feet to the southeast corner of Lot 15 of the Willowview Subdivision (R1976-085872); thence westerly to the east line of Fairview Avenue a distance of approximately 1,275 feet; thence northerly along said east line a distance of approximately 5300 feet to the south line of the north half of the Northwest Quarter of Section 16; thence easterly along said line a distance of approximately 1935 feet to a point, such point also being the southeast corner of the west half of the Northeast Quarter of the Northwest Quarter of Section 16; thence north to the south line of 55th Street, a distance of approximately 1276 feet; thence east along said south line a distance of approximately 690 feet to the east line of Williams Street; thence north along said east line, to the south line of the Burlington Northern Railroad right of way, a distance of approximately 2760 feet; thence westerly along said south line to the centerline of Quarter Section 9 a distance of approximately 33 feet, thence northerly 110 feet to the north line of the Burlington Northern Railroad right of way; thence westerly along said north line to the extension of the west line of Cumnor Road as extended from the north, a distance of approximately 1350 feet, thence north along said line and said line extended for a distance of approximately 1020 feet to the north right of way line of Maple Avenue (Naperville Road); thence northeasterly along said line a distance of approximately 200 feet to the southwest corner of Lot 19 of Block 3 of Arthur T. McIntosh & Company's East Grove Acres Subdivision (R1920-144980); thence northerly along the west line of said Lot 300 feet to the northwest corner; thence northeasterly along the north lines of Lots 19 through 16 in the aforedescribed subdivision a distance of 240 feet; thence southerly along the east line of Lot 16 a distance of 300 feet to the north right of way line of Maple Avenue; thence northeasterly along the south line of Lots 15 through 13 a distance of 180 feet; thence northerly along the east line of Lot 13, 200 feet; thence northeasterly and easterly along a line 200 feet north and parallel to the northern right-of-way of Maple Ave (Naperville Rd) to the west line of Roslyn Road at a point approximately 200 feet north of the north line of Naperville Road; thence southerly along said west line a distance of approximately 50 feet to a point 150 feet north of the southeast corner of Lot 8 of Block 3 of the aforedescribed subdivision; thence northeasterly approximately 137 feet to a point 150 feet south of the northeast corner of Lot 13 of Block 4; thence northerly 150 feet along the east line of said lot to the northeast corner of said Lot 13; thence northeasterly along the northerly lines of Lots 12 through 7 of Block 4 a distance of approximately 360 feet to the northeasterly corner of Lot 7 also being the east line of the Northwest Quarter of Section 9; thence northerly along said line, said line also being the easterly line of Lots 5 through 1 a distance of approximately 590 feet to the south line of Chicago Avenue; thence westerly along said south line a distance of approximately 90 feet to the point of intersection with the extension of the west line of Lot 6 of the Lillian Share Resubdivision (R1960-975090), being a subdivision of the Southwest Quarter of Section 4, and the south line of Chicago Avenue; thence northerly along such extended westerly line of Lot 6 and along the westerly line of said Lot 6 a distance of approximately 305 feet to the south line of Lot 7 of Block 1 of Arthur T. McIntosh & Company's East Grove Acres Subdivision (R1920-144980); thence easterly a distance of approximately 90 feet to the east line of the Southwest Quarter of Section 4; thence northerly along said east line a distance of approximately 480 feet to the northeast corner of Lot 4 of Block 1 of said aforedescribed subdivision; thence westerly along said north line of Lot 4 a distance of approximately 405 feet to the east line of Roslyn Road; thence northerly 120 feet to the southwest corner of Lot 2 in Block 1 of the aforedescribed subdivision; thence easterly approximately 405 feet along the south line of said lot to the southeasterly corner also being the east line of the northwest quarter of Section 9; thence northerly approximately 420 feet to the southeast corner of Lot 1 of Block 8 of Arthur T. McIntosh & Company's Ogden Avenue Subdivision (R1923-172336); thence westerly along the south line of said lot approximately 405 feet to the east line of Roslyn Road; thence northerly approximately 85 feet to a point 75 feet south of the northwest corner of said lot; thence easterly 150 feet to a point 75 feet south of the north line of said lot; thence northerly 141 feet to the north line of Traube Avenue; thence easterly

along said north line approximately 57 feet to a point 207 feet east of the southwest corner of Lot 17 of Block 1 of the aforedescribed subdivision; thence northerly along said line a distance of 139 feet to the north line of said lot 17 then 200 feet east to the northeast corner of said Lot 17 on the east line of the Southwest Quarter of Section 4; thence northerly along said line a distance of approximately 700 feet to the south line of Lot 9 Block 1 of the aforedescribed Subdivision; thence westerly along the southerly line of said Lot 9 approximately 472 feet to the west line of Roslyn Road; thence northerly 50 feet to a point 50 feet south of the northeast corner of Lot 34 of Block 2 of the aforedescribed subdivision; thence westerly 200 feet to a point 50 feet north of the south line of said lot; thence southerly 50 feet to the south line of said lot; thence westerly approximately 206 feet to the southwest corner of said lots; thence southerly along the west line of Lots 33 through 27 a distance of 700 feet to the southwest corner of Lot 27 of Block 2 also being the northeast corner of Lot 25 of Block 2 of said subdivision; thence westerly a distance of approximately 406 feet to the east line of Cumnor Road, thence north along said line a distance of approximately 800 feet to a point on said east line being the intersection of the extended south line of Lot 16 of Block 2 of the northwest quarter of Section 9 thence easterly along said line and along the southerly line of Lots 16, 15 and 14 of Block 2 of said subdivision for approximately 156 feet; thence northerly along the east line of said Lot 14 to the south line of Ogden Avenue; thence easterly along said south line a distance of approximately 1160 feet to the east line of Williams Street; thence north along said east line, a distance of approximately 225 feet to the south line of Lot 3 of Block 77 of Liberty Park Subdivision (R1924-182542); thence east along said south line of Lot 3 to the southeast corner of said Lot 3, being the center line of Block 77 of said subdivision, a distance of 150 feet; thence northerly along the center line of Blocks 77 through 105 of said Liberty Park Subdivision approximately 3119 feet to the south line of Saddle Brook Unit No. 3 Subdivision (R1977-065388) to a point of ending.

Sec. 42-189. Additions, insertions and changes.

(a) [*International Fire Code/2021 Edition.*] The following sections of the International Fire Code/2021 Edition, are hereby revised as follows:

Fire Department Personnel access to Protected Premises 506 General; rapid entry key box - "Knox Box"

Section 101.1, Title. Insert: "The Village of Westmont."

Section 104 Add; Right of entry 104.3.2.

The fire chief or designee shall be allowed to enter any building or premises, except one- and two-family dwellings, at all reasonable hours, for the purpose of making an inspection or investigation. No person shall in any manner interfere with the Fire Chief or his/her designee while he is engaged in the investigation, inspection or examination of any building in the village, and no person shall prevent such investigation, inspection or examination.

Section 107.2.1. Add: Fees.

Plan review and/or inspection on site for plan review purposes:

Fees include one inspection of each required inspection. Subsequent inspections $100.00/per inspection

(1) Building plan review$400.00 Each additional
..... 10,000 sf
..... or portion thereof...$300.00

(2) Fire Alarm System review first 10,000 sf$300.00 Each additional
..... 10,000 sf
..... or portion thereof...$300.00

(3) Sprinkler System plan review 1—50 Sprinklers (includes 2 risers; each additional riser incurs an additional $100.00 fee per riser)$300.00

51 - 300 Sprinklers$600.00

301 - 500 Sprinklers$900.00

Over 500 Sprinklers$1,200.00

Per Sprinkler over 500 Sprinklers$3.00

(4) Hood & Duct System plan review$300.00

(5) Underground Storage Tank plan review$300.00

Aboveground storage tank permit (including plan review)$300.00

(6) Fire Pump plan review$300.00

(7) Fire Prevention Bureau fees not noted above$200.00/hours

(8) Motor vehicle incidents and other emergency services:

a. Motor vehicle incidents:

Level 1: Basic response - $536.00 per hour. Hazardous materials assessment and scene stabilization.

Level 2: Intermediate response - $623.00 per hour. Includes Level 1 services, plus clean up and material used (sorbents) for hazardous fluid clean up and disposal.

Level 3: Advanced response - $760.00 per hour. Car fire services, including one or more of the following: provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip

use, foam, structure protection, and cleanup of gasoline or other automotive fluids that are spilled as a result of the accident/incident.

b. Add-on services:

Extrication: $1,641.00 per hour. Includes heavy rescue tools, ropes, airbags, cribbing, etc.

Create a landing zone: $502.00 per hour. Includes air care (multi-engine company response, mutual aid, helicopter).

Itemized response: The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will billed with an itemized bill per apparatus, per personnel, plus products and equipment used.

c. Additional time on scene:

Engine billed at $503.00 per hour.

Truck billed at $629.00 per hour.

Miscellaneous equipment billed at $378.00.

(9) Fire Investigation: $346.00 per hour. Includes scene safety, investigation, source identification, K-9/arson dog unit, identification equipment, mobile detection unit and fire report.

(10) Water Incidents:

Level 1: Basic response - $502.00 per hour, plus $62.00 per hour per rescue person. Includes engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control).

Level 2: Intermediate response - $1,006.00 per hour, plus $62.00 per hour per rescue person. Includes Level 1 services, plus clean up and material used (sorbents), minor hazardous clean up and disposal.

Level 3: Advanced response - $2,489.00 per hour, plus $62.00 per hour per rescue person, plus $126.00 per hour per HAZMAT team member. Includes Level 1 and Level 2 services, plus D.A.R.T. activation, donning breathing apparatus and detection equipment, set-up and removal of decon center, detection equipment, recovery and identification of material, disposal and environment clean-up, plus any disposal rates of material and contaminated equipment and materials used at scene.

Level 4: Itemized response. The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will be billed with an itemized bill per apparatus, per personnel, plus products and equipment used.

(11) Back country or special rescue:

Itemized response: The fire department reserves the right to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). Such incidents will be billed with an itemized bill per apparatus, per hour, per trained rescue person per hour, plus rescue products and equipment used. The minimum billed is $503.00 for first response vehicle plus $62.00 per rescue person. Additional rates of $503.00 per hour per response vehicle and $62.00 per hour per rescue person.

(12) Chief Response: $315.00 per hour - Includes set-up of command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

(13) Miscellaneous: Engine billed at $503.00 per hour; truck billed at $629.00 per hour; miscellaneous equipment billed at $378.00.

(13a) Hazmat incidents:

Level 1: $881.00 for basic response involving engine response, first responder assignment, perimeter establishment, evacuations, and set-up and command.

Level 2: $3,146.00 for intermediate response involving engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center.

Level 3: $7,426.00 for advanced response involving engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean-up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on-scene time. Each additional hour - $356.00 per hour per Hazmat team.

(13b) Illegal fires - $503.00 per hour, per engine/$629.00 per hour, per truck. When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

(14) Late fees: If the invoice for fire department services is not paid within 90 days, a late charge of ten percent of the invoice amount will be charged, along with interest on the unpaid balance in the amount of 1.5 percent per month, as well as the actual costs of collection.

Section 107.2.2. Add: Other Fees.

Where in the judgment of the fire official an outside fire protection consultant is required because of the uniqueness or complexity of a requested installation, the consultant's time will be charged at the prevailing rate with the minimum rate of three hundred dollars ($300.00) per hour.

One (1) free re-inspection will be given within thirty (30) days, and if current violations are not corrected, the owner or his authorized agent will be issued a warning notice to have these violations corrected within a time period specified on the notice and signed by the Authority having jurisdiction.

A second free re-inspection will be given within fifteen (15) days of the first re-inspection, and if current violations are not corrected, the owner or his authorized agent will again be issued a warning notice to have these violations corrected within a time period specified on the notice and signed by the Authority having jurisdiction.

Once a second re-inspection has been conducted, if there is a need for more re-inspections, there will be a re-inspection fee of one-hundred dollars ($100) per re-inspection, and/or at the discretion of the Fire Prevention Bureau, there may be a citation for court appearance issued, with possible fines not to exceed Seven hundred and fifty dollars ($750/day) per day per violation.

Each person having an approved alarm, automatic protection device or signaling device shall be responsible for any false "true" or "trouble" alarm transmitted by the device they operate or maintains. Transmission of false alarms constitutes a deterrent to the overall effective operation of the system. A person owning or leasing an alarm device shall be charged a fee of One Hundred Dollars ($100) for each false alarm in excess of two (2), in one six-(6) month period transmitted by any automatic protection device or signaling device. This charge shall be remitted to the village upon receipt of a statement for such charge.

All inspections and maintenance reports shall be forwarded to the Westmont Fire Department using appropriate reporting platform within thirty (30) days of service. Fire protection systems shall include but not limited to sprinkler systems, fire pumps, fire alarms, hood and duct systems, CO2 monitoring systems. Failure to submit reports within thirty days will result in fees of one hundred dollars ($100), with each additional thirty days or portion thereof shall continue in force and effect until full compliance.

Failure to comply with notice to repair. The failure of any person to comply with the requirements contained in a written notice of a malfunction of equipment within three (3) days of receipt of such notice shall constitute an offense punishable by a fine of not more than One Hundred Dollars ($100). Such notice shall continue in force and effect until full compliance with the requirements stated therein and each and every failure to comply with such notice within twenty-four (24) hours after the three (3) days allowed for compliance constitute a separate offense.

Tampering with, or destroying components of fire alarm system, sprinkler system or fire and life safety equipment is strictly prohibited. Any person or facility who tampers with or destroys components of fire alarm system, sprinkler system or fire and life safety equipment at the discretion of the Fire Prevention Bureau may be have fines issued, with possible fines not to exceed seven hundred and fifty dollars ($750).

Lift-assist service fees:

(a) As used in this section, "lift-assist service" means a response to an assisted living facility or nursing home facility by personnel of the fire department, an emergency response unit of the village, or a unit of another public safety department providing automatic or mutual aid to the village, in order to lift a patient or other individual from the individual's current position to a desired position. "Lift-assist service" does not include lifting a patient or other individual during a response to a request for transportation to a health care facility such as a hospital or emergency room.

(b) After the sixth (6th) lift-assist service provided to an assisted living facility or nursing home facility within a calendar year by the fire department, firefighter, emergency response unit, or public safety employee, the fire department will impose a charge of $250.00 to said assisted living facility or nursing home facility for each lift-assist service provided thereafter within the calendar year. The assisted living facility or nursing home facility is responsible for payment of these charges. This lift-assist service fee was calculated based on the actual personnel and equipment costs that the village will incur in providing lift-assist service to a patient or individual, and this fee is authorized by 65 ILCS 5/11-6-12.

Section 111, Board of appeals. Delete in its entirety and replace with:

. . . . .

MINUTES of a regular public meeting of the Board of Trustees of the Village of Westmont, DuPage County, Illinois, held at the Village Hall, 31 West Quincy Street, Westmont, Illinois, at 6:00 o'clock P.M., on the 11th day of December, 2025.

* * *

The Mayor called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, _____, the Mayor, and the following Trustees at said location answered present:

_____

_____

The following Trustees were absent from the meeting: _____

_____

* * *

The Mayor announced that the next item of business before the Board of Trustees was the consideration of an ordinance abating the taxes heretofore levied for the year 2025 to pay debt service on the 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

Whereupon Trustee _____ presented and the Mayor read by title an ordinance as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE abating the taxes heretofore levied for the year 2025 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.

* * *

WHEREAS, the Mayor and the Board of Trustees (the *"Corporate Authorities"*) of the Village of Westmont, DuPage County, Illinois (the *"Village"*), by ordinance adopted on the 22nd day of June, 2017, and Bond Orders executed on the 31st day of August, 2017 (collectively, the *"2017 Ordinance"*), did provide for the issue of not to exceed $7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, the Mayor and the Board of Trustees (the *"Corporate Authorities"*) of the Village of Westmont, DuPage County, Illinois (the *"Village"*), by ordinance adopted on the 23rd day of May, 2019, and Bond Orders executed on the 20th day of June, 2019 (collectively, the *"2019 Ordinance"*), did provide for the issue of not to exceed $10,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A, and $7,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, the Mayor and the Board of Trustees (the *"Corporate Authorities"*) of the Village of Westmont, DuPage County, Illinois (the *"Village"*), by ordinance adopted on the 19th day of May, 2022, and Bond Orders executed on the 6th day of October, 2022 (collectively, the *"2022 Ordinance"*), did provide for the issue of not to exceed $5,700,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A, and $1,200,000 General Obligation

Refunding Bonds (Alternate Revenue Source), Series 2022B and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, pursuant to the 2017 Ordinance, the 2019 Ordinance, and the 2022 Ordinance the Village has heretofore issued $7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017 (the "*Series 2017 Bonds*") dated August 31, 2017; its $9,455,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A (the *"Series 2019A Bonds"*); its $7,100,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B (the *"Series 2019B Bonds*"), dated June 20, 2019 (together with the *"Series 2019A Bonds,"* the *"2019 Bonds"*); its $5,575,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A (the *"Series 2022A Bonds"*); its $995,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B (the *"Series 2022B Bonds*"), dated October 6, 2022 (together with the *"Series 2022A Bonds,"* the *"2022 Bonds"*), and

WHEREAS, the Village has Pledged Revenues (as defined in each Ordinance) on deposit in the Bond Fund available for the purpose of paying debt service on the Bonds heretofore imposed by the 2025 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the taxes heretofore levied for the year 2025 to pay the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Corporate Authorities of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1. Abatement of Taxes. The taxes heretofore levied for the year 2025 in the 2017 Ordinance is hereby abated in their entirety of $483,000 for the series 2017 Bonds, the 2019

Ordinance is hereby abated in its entirety of $702,050 for the Series 2019A Bonds and $508,200 for the Series 2019B Bonds, and the 2022 Ordinance is hereby abated in its entirety of $583,315 for the Series 2022A Bonds and $105,550 for the Series 2022B Bonds.

Section 2. *Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the Village Clerk of the Corporation Authorities shall file a certified copy hereof with the DuPage County Clerk (the *"County Clerk"*) and it shall be the duty of the County Clerk to abate said taxes levied for the year 2025 in accordance with the provisions hereof.

Section 3. *Effective Date.* This ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED this 11th day of December, 2025 by a roll call vote as follows:

AYES: _____.

NAYS: _____.

ABSENT: _____.

APPROVED this 11th day of December, 2025.

_____
Mayor

ATTEST:

_____
Village Clerk

C\1183510.3

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in the records of the Corporation Authorities of the Village of Westmont, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
Village Clerk

C\1183510.3

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Westmont, DuPage County, Illinois (the *"Village"*), and as such official I am the keeper of the records and files of the Village and the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 11th day of December, 2025, insofar as same relates to the adoption of an ordinance entitled:

> ORDINANCE abating the taxes heretofore levied for the year 2025 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.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 11th day of December, 2025.

_____
Village Clerk

C\1183510.3

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of DuPage, Illinois, and as such official I do further certify that on the ____ day of December, 2025, there was filed in my office a duly certified copy of an ordinance entitled:

> ORDINANCE abating the taxes heretofore levied for the year 2025 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.

duly adopted by the Corporate Authorities of the Village of Westmont, Illinois, on the 11th day of December, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2025 for the payment of the $7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2017; $9,455,000 General Obligation Bonds (Alternate Revenue Source), Series 2019A; $7,100,000 General Obligation Bonds (Alternate Revenue Source), Series 2019B; $5,575,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and $995,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B as described in said ordinance will be abated in their entirety as provided in said ordinance.

In Witness Whereto, I hereunto affix my official signature and the seal of said County, this ____ day of December, 2025.

_____
County Clerk

(SEAL)

C\1183510.3

Village of Westmont
Property Tax Levy Proposed
2025 Tax Levy

	Prior Year		Proposed	
Levy Item	2024 Rate	2024 Extension	2025 Rate	2025 Extension
IMRF	0.0615	$ 683,915	0.0614	$ 717,427
POLICE PENSION	0.3036	3,376,207	0.3033	$ 3,541,641
LIABILITY INSURANCE	0.0510	567,149	0.051	$ 594,939
SOCIAL SECURITY	0.0729	810,690	0.0728	$ 850,414
MEDICARE	0.0176	195,722	0.0176	$ 205,312
AMBULANCE	0.1514	1,683,655	0.1513	$ 1,766,154
FIRE	0.0945	1,043,980	0.0944	$ 1,095,135
VILLAGE TOTAL	0.7525	$ 8,361,318	0.7518	$ 8,771,022
LIBRARY	0.2168	2,410,941	0.2165	2,528,000
SSA NORTH FIRE	0.2298	112,525	0.2298	$ 118,140
COMBINED TOTAL	1.1991	$ 10,884,784	1.1981	$ 11,417,162

Levy Item	2025 Proposed Rate	2025 Extension Proposed	% Increase
VILLAGE	0.7518	8,771,022	4.90%
LIBRARY	0.2165	2,528,000	4.86%
Village Total	0.9683	11,299,022	4.89%
SSA NORTH FIRE	0.2298	118,140	4.99%
SSA North Total	0.2298	118,140	4.99%
GRAND TOTAL	1.1981	11,417,162	4.89%

ORDINANCE NO.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE TAX YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 FOR THE VILLAGE OF WESTMONT, COUNTY OF DUPAGE, STATE OF

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

SECTION 1:
That the amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current tax year is hereby ascertained to be the sum of $11,299,022.

SECTION 2:
That the sum of Eleven Million Two Hundred Ninety-Nine Thousand Twenty-Two Dollars $11,299,022, being the total of appropriations for the fiscal year 2025, heretofore legally made which are to be collected from the tax of the current tax year for all corporate purposes of the Village of Westmont for the Fire Protection Fund, the Police Pension Fund, the Ambulance Services Fund, the Library Operations Fund, the Social Security (FICA) Fund, the Illinois Municipal Retirement (IMRF) Fund, the Medicare Fund, and the Public Liability Insurance Fund as appropriated for the current fiscal year by the annual appropriation ordinance for the Village of Westmont passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of March 20, 2025; be and the same is hereby levied upon all property within the Village of Westmont subject to taxation in the current year, the specific amounts indicated under the column "To Be Raised By Tax Levy" for the various funds indicated and heretofore named. The tax so levied for the said appropriation to be collected from said tax levy, the of which has been ascertained, is as follows:

GENERAL CORPORATE FUND	Appropriation	Est. Receipts From Other Sources	To Be Raised by Tax Levy
General Government			
Human Resources	2,246,163	2,246,163	0
Legislation/ Liability Insurance	1,425,441	830,502	594,939
Administration	1,638,656	1,638,656	0
Voluntary Committees	64,000	64,000	0
Fire & Police Commission	100,000	100,000	0
Information Technology	2,408,788	2,408,788	0
Communications	288,943	288,943	0
Finance	1,449,686	1,449,686	0
Transfers	3,093,000	3,093,000	0
Pass Throughs	548,000	548,000	0
Community Development	2,404,445	2,404,445	0
Planning & Zoning	89,000	89,000	0
Public Works			
Public Works Administration	882,297	882,297	0
Underground	257,444	257,444	0
Street Operations	4,332,693	4,332,693	0
Fleet Maintenance	1,376,354	1,376,354	0
Health & Sanitation	1,460,000	1,460,000	0
Facilities Maint.	1,188,828	1,188,828	0
Forestry/Grounds	985,250	985,250	0

GENERAL CORPORATE FUND	Appropriation	Est. Receipts From Other Sources	To Be Raised by Tax Levy
Fire Control			
Fire Protection & Suppression	5,351,648	4,256,513	1,095,135
Ambulance & Paramedics	4,579,539	2,813,385	1,766,154
Emergency Management	44,000	44,000	0
Fire Pension	46,500	46,500	0
Law Enforcement			
Police Administration	2,816,675	2,816,675	
Police Patrol	5,789,000	5,789,000	
Police Investigations	1,443,000	1,443,000	
Police Pension	3,998,000	456,359	3,541,641
TOTAL GENERAL CORPORATE FUND	50,307,350	43,309,481	6,997,869
CONVENTION/ TOURISM			
Convention/ Tourism	1,155,000	1,155,000	0
Westmore Center	253,414	253,414	0
TOTAL CONVENTION/ TOURISM	1,408,414	1,408,414	0
VEHICLE REPLACEMENT	2,932,000	2,932,000	0
CAPITAL PROJECTS	13,904,191	13,904,191	0
STORMWATER INFRASTRUCTURE	7,850,691	7,850,691	0
DEBT SERVICE	2,699,000	2,699,000	0
MORTOR FUEL TAX	2,817,000	2,817,000	0
IMRF, FICA, MEDICARE			
IMRF	1,162,000	444,573	717,427
Social Security/ Medicare	1,697,000	641,274	1,055,726
TOTAL IMRF, FICA, MEDICARE	2,859,000	1,085,847	1,773,153
TIF 1 SWBD	3,993,000	3,993,000	0
TIF 2 CBD	9,999,362	9,999,362	0
DEA PARTNERSHIP	311,979	311,979	0
WATER OPERATIONS	11,269,911	11,269,911	0
WATER CAPITAL	14,915,700	14,915,700	0
LIBRARY OPERATIONS	3,544,180	1,016,180	2,528,000
APPROPRIATIONS ALL FUNDS	128,811,778	117,512,756	11,299,022

SECTION 3:
That the total amount of Eleven Million Two Hundred Ninety-Nine Thousand Twenty-Two Dollars $11,299,022, ascertained as aforesaid, be and the same is hereby levied and assessed on all property subject to taxation within the Village of Westmont according to the value of said property as the same is assessed and equalized for State and County purposes for the current tax year.

SECTION 4:
That this levy is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5:
That there is hereby certified to the County Clerk of DuPage County, Illinois, the sums aforesaid, constituting said total amount of Eleven Million Two Hundred Ninety-Nine Thousand Twenty-Two Dollars $11,299,022, which said total amount the Village of Westmont requires to be raised by taxation for the current fiscal year, and the Village Clerk of Westmont is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

SECTION 6:
That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval, PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois.
Ayes: ____ Nays: _____ Absent: ____

PASSED AND APPROVED this 11th day of December, 2025.

ATTEST: APPROVED:

_____ _____
Amanda Szymski, Village Clerk Steven T. Nero, Mayor

ORDINANCE NO. 25-_____
AN ORDINANCE ADOPTING A TAX LEVY FOR THE VILLAGE OF WESTMONT'S NORTH WESTMONT SPECIAL SERVICE AREA

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

WHEREAS, on December 7, 2017, the Village of Westmont corporate authorities adopted an ordinance entitled "An Ordinance Establishing the North Westmont Special Service Area in the Village of Westmont" (the "Establishing Ordinance"); and

WHEREAS, pursuant to applicable Illinois statutory authority, the Village of Westmont corporate authorities desire to approve this ordinance adopting a tax levy for the North Westmont Special Service Area for Year 2025 with said levy appearing on property tax bills of the affected properties in Year 2026; and

WHEREAS, the Village of Westmont corporate authorities find that this tax levy is consistent with the ordinance establishing the North Westmont Special Service Area, and that the collection of these taxes will serve a public purpose.

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

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

Section 2: There is hereby levied on an ad valorem basis the total dollar amount of One Hundred Eighteen Thousand One Hundred Forty Dollars and No/100's ($118,140.00). The DuPage County Treasurer shall assess this sum on an ad valorem basis against the properties within the North Westmont Special Service Area and which are identified in **Exhibit "A"** attached hereto.

Section 3: The money collected from such levy shall be spent by the Village of Westmont for the objects and purposes set forth in the Establishing Ordinance.

Section 4: The Village of Westmont intends to pass and approve tax levy ordinances in subsequent years on an indefinite basis against properties within the North Westmont Special Service Area to pay for the special services set forth in the Establishing Ordinance.

Section 5: The Village of Westmont Mayor or his designee is authorized and directed to execute a Certificate of Tax Levy corresponding to this Tax Levy Ordinance (along with such other documentation required by DuPage County), and the Village Clerk or her designee is authorized and directed to file said signed Certificate of Tax Levy along with a copy of this certified Ordinance with the DuPage County Clerk.

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

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

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 11th day of December, 2025.

Ayes:_____ Nays:_____ Absent:_____

APPROVED:

_____
Steven T. Nero, Mayor

ATTEST:

_____
Amanda Szymski, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CLERK'S CERTIFICATE

I, Amanda Szymski, certify that I am the Village Clerk of the Village of Westmont, DuPage County, Illinois, and as such officer I am the keeper of records, files and proceedings of the corporate authorities of said municipality.

I certify that:

ORDINANCE NO. 25-____

AN ORDINANCE ADOPTING A TAX LEVY FOR THE VILLAGE OF WESTMONT'S NORTH WESTMONT SPECIAL SERVICE AREA

was adopted by the President and Board of Trustees of the Village of Westmont at a meeting held on December 11, 2025 and approved by the Village President on December 11, 2025. I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all the requirements of the Illinois Open Meetings Act.

I do further certify that the ordinance, of which the attached is a true and correct copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 11th day of December, 2025.

(SEAL)

_____
Amanda Szymski
Village Clerk

Village of Westmont, Illinois

EXHIBIT "A"

LIST OF PROPERTIES WITHIN THE NORTH WESTMONT SPECIAL SERVICE AREA SUBJECT TO TAX LEVY ORDINANCE (IDENTIFIED BY P.I.N. AND ADDRESS)

06-33-300-006	100	39TH ST	DOWNERS GROVE	IL	60515
06-33-401-002	3803	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-003	3805	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-005	3809	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-006	3811	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-007	3813	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-008	3815	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-009	3817	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-010	3819	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-011	3821	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-012	3823	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-014	3802	PARK ST	WESTMONT	IL	60559
06-33-401-018	3810	PARK ST	WESTMONT	IL	60559
06-33-401-019	3812	PARK ST	WESTMONT	IL	60559
06-33-401-020	3814	PARK AVE	WESTMONT	IL	60559
06-33-401-021	3816	PARK ST	WESTMONT	IL	60559
06-33-401-022	3818	PARK ST	WESTMONT	IL	60559
06-33-401-023	3820	PARK ST	WESTMONT	IL	60559
06-33-401-024	3822	PARK ST	WESTMONT	IL	60559
06-33-401-025	3808	PARK ST	WESTMONT	IL	60559
06-33-401-026	3801	WILLIÆMS ST	WESTMONT	IL	60559
06-33-401-027	3800	PARK ST	WESTMONT	IL	60559
06-33-401-028	3807	WILLIAMS ST	WESTMONT	IL	60559
06-33-401-029	3804	PARK ST	WESTMONT	IL	60559
06-33-402-002	3805	PARK ST	WESTMONT	IL	60559
06-33-402-003	3805	PARK ST	WESTMONT	IL	60559
06-33402-004	3807	PARK ST	WESTMONT	IL	60559
06-33-402-005	3809	PARK ST	WESTMONT	IL	60559
06-33-402-006	3811	PARK AVE	WESTMONT	IL	60559
06-33-402-007	3813	PARK ST	WESTMONT	IL	60559
06-33-402-010	3817	PARK ST	WESTMONT	IL	60559
06-33-402-011	3819	PARK ST	WESTMONT	IL	60559
06-33-402-012	3821	PARK ST	WESTMONT	IL	60559
06-33-402-013	3823	PARK AVE	WESTMONT	IL	60559
06-33-402-015	3802	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-016	3804	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-017	3806	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-018	3808	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-019	3810	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-020	3812	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-021	3814	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-022	3816	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-023	3818	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-024	3820	LIBERTY BLVD	WESTMONT	IL	60559

06-33-402-025	3822	LIBERTY BLVD	WESTMONT	IL	60559
06-33-402-026	3815	PARK ST	WESTMONT	IL	60559
06-33-402-027	3801	PARK ST	WESTMONT	IL	60559
06-33-402-028	3800	LTBERTY BLVD	WESTMONT	IL	60559
06-33-403-002	3803	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-003	3805	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-004	3807	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-005	3809	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-006	3811	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-007	3813	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-008	3815	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-009	3817	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-010	3819	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-011	3821	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-012	3823	LIBERTY BLVD	WESTMONT	IL	60559
06-33-403-014	3802	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-015	3804	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-016	3806	WASHNGTON ST	WESTMONT	IL	60559
06-33-403-017	3808	WASHINGTON ST	WESTTMONT	IL	60559
06-33-403-018	3810	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-019	3812	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-020	3816	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-021	3818	WASHINGTON ST	WESTMONT	IL	60559
06-33403-022	3820	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-023	3822	WASHINGTON ST	WESTMONT	IL	60559
06-33-403-024	3801	LIBERTY BLVD	WESTMONT	IL	60559
06-33403-025	3800	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-002	3803	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-003	3805	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-004	3807	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-005	3809	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-006	3811	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-009	3815	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-010	3817	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-011	3819	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-014	3821	WASHNGTON ST	WESTMONT	IL	60559
06-33-404-015	3823	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-016	3813	WASHINGTON ST	WESTMONT	IL	60559
06-33-404-017	3801	WASHNGTON	WESTMONT	IL	60559
09-04-200-017	3900	PARK ST	WESTMONT	IL	60559
09-04-200-018	3900	PARK ST	WESTMONT	IL	60559
09-04-200-019	3906	PARK ST	WESTMONT	IL	60559
09-04-200-020	3906	PARK ST	WESTMONT	IL	60559
09-04-200-021	3908	PARK ST	WESTMONT	IL	60559

09-04-200-022	3910	PARK ST	WESTMONT	IL	60559
09-04-200-023	3912	PARK ST	WESTMONT	IL	60559
09-04-200-024	3914	PARK ST	WESTMONT	IL	60559
09-04-200-025	3916	PARK ST	WESTMONT	IL	60559
09-04-200-026	3918	PARK ST	WESTMONT	IL	60559
09-04-200-027	3920	PARK ST	WESTMONT	IL	60559
09-04-200-028	3922	PARK ST	WESTMONT	IL	60559
09-04-200-029	3924	PARK ST	WESTMONT	IL	60559
09-04-200-030	3926	PARK ST	WESTMONT	IL	60559
09-04-200-031	3928	PARK ST	WESTMONT	IL	60559
09-04-200-032	3930	PARK ST	WESTMONI'	IL	60559
09-04-201-001	3901	PARK ST.	WESTMONT	IL	60559
09-04-201-002	3903	PARK ST	WESTMONT	IL	60559
09-04-201-003	3905	PARK ST	WESTMONT	IL	60559
09-04-201-004	3907	PARK ST	WESTMONT	IL	60559
09-04-201-005	3909	PARK ST	WESTMONT	IL	60559
09-04-201-006	3911	PARR ST	WESTMONT	IL	60559
09-04-201-007	3913	PARK ST	WESTMONT	IL	60559
09-04-201-008	3915	PARK ST	WESTMONT	IL	60559
09-04-201-009	3917	PARK ST	WESTMONT	IL	60559
09-04-201-010	3919	PARK ST	WESTMONT	IL	60559
09-04-201-011	3921	PARK ST	WESTMONT	IL	60559
09-04-201-012	3923	PARK ST	WESTMONT	IL	60559
09-04-201-013	3925	PARK ST	WESTMONT	IL	60559
09-04-201-014	3927	PARK ST	WESTMONT	IL	60559
09-04-201-015	3929	PARK ST	WESTMONT	IL	60559
09-04-201-016	3931	PARK ST	WESTMONT	IL	60559
09-04-201-017	3900	LBERTY BLVD	WESTMONT	IL	60559
09-04-201-018	3902	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-019	3904	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-020	3906	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-021	3908	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-022	3910	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-023	3912	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-024	3914	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-025	3916	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-026	3918	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-027	3920	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-028	3922	LIBERTY BLVD	WESIMONT	IL	60559
09-04-201-029	3926	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-030	3928	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-031	3930	LIBERTY BLVD	WESTMONT	IL	60559
09-04-201-032	3932	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-001	, 3901	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-002	3903	LIBERTY BLVD	WESTMONT	IL	60559

09-04-202-003	3905	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-004	3909	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-005	3907	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-006	3911	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-007	3913	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-008	3915	LIBERTY BLVD	WESTMONT	IL	60559
09-04002-009	3917	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-010	3921	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-011	3923	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-012	3925	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-013	3927	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-014	3929	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-015	3931	LIBERTY BLVD	WESTMONT	IL	60559
09-04-202-016	3900	WASHNGTON ST	WESTMONT	IL	60559
09-04-202-017	3902	WASHNGTON ST	WESTMONT	IL	60559
09-04-202-018	3904	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-019	3906	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-022	3910	WASHNGTON ST	WESTMONT	IL	60559
09-04-202-023	3912	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-024	3914	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-025	3916	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-026	3918	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-027	3920	WASHNGTON ST	WESTMONT	IL	60559
09-04-202-028	3922	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-029	3924	WASHNGTON ST	WESTMONT	IL	60559
09-04-202-030	3926	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-031	3928	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-032	3930	WASHINGTON ST	WESTMONT	IL	60559
09-04-202-033	3908	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-001	3901	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-002	3903	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-003	3905	WASHNGTON ST	WESTMONT	IL	60559
09-04-203-004	3907	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-005	3909	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-006	3911	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-007	3913	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-008	3915	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-009	3917	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-010	3919	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-011	3921	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-012	3923	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-013	3925	WASHINGTON ST	DOWNERS GROVE	IL	60515
09-04-203-014	3925	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-015	3929	WASHINGTON ST	WESTMONT	IL	60559
09-04-203-016	3931	WASHNGTON ST	WESTMONT	IL	60559

09-04-203-017	3900	ADAMS ST	WESTMONT	IL	60559
09-04-203-018	3902	ADAMS ST	WESTMONT	IL	60559
09-04-203-019	3904	ADAMS ST	WESTMONT	IL	60559
09-04-203-020	3906	ADAMS ST	WESTMONT	IL	60559
09-04-203-021	3908	ADAMS ST	WESTMONT	IL	60559
09-04-203-022	3910	ADAMS ST	WESTMONT	IL	60559
09-04-203-023	3912	ADAMS ST	WESTMONT	IL	60559
09-04-203-024	3914	ADAMS ST	WESTMONT	IL	60559
09-04-203-025	3916	ADAMS ST	WESTMONT	IL	60559
09-04-203-026	3918	ADAMS ST	WESTMONT	IL	60559
09-04-203-027	3920	ADAMS ST	WESTMONT	IL	60559
09-04-203-028	3922	ADAMS ST	WESTMONT	IL	60559
09-04-203-029	3924	ADAMS ST	WESTMONT	IL	60559
09-04-203-032	3928	ADAMS ST	WESTMONT	IL	60559
~~09-04-204-001~~	~~3901~~	~~ADAMS ST~~	~~WESTMONT~~	~~IL~~	~~60559~~
09-04-204-002	3903	ADAMS ST	WESTMONT	IL	60559
09-04-204-003	3905	ADAMS ST	WESTMONT	IL	60559
09-04-204-004	3907	ADAMS ST	WESTMONT	IL	60559
09-04-204-005	3909	ADAMS ST	WESTMONP	IL	60559
09-04-204-006	3911	ADAMS ST	WESTMONT	IL	60559
09-04-204-007	3913	ADAMS ST	WESTMONT	IL	60559
09-04-204-008	3915	ADAMS ST	WESTMONT	IL	60559
09-04-204-009	3917	ADAMS ST	WESTMONT	IL	60559
09-04-204-010	3919	ADAMS ST	WESTMONT	IL	60559
09-04-204-011	3921	ADAMS ST	WESTMONT	IL	60559
09-04-204-012	3923	ADAMS ST	WESTMONT	IL	60559
09-04-204-013	3925	ADAMS ST	WESTMONT	IL	60559
09-04-204-014	3927	ADAMS ST	WESTMONT	IL	60559
09-04-204-015	3929	ADAMS ST	WESTMONT	IL	60559
09-04-204-016	3900	GRANT ST	WESTMONT	IL	60559
09-04-204-017	3902	GRANT ST	WESTMONT	IL	60559
09-04-204-018	3904	GRANT ST	WESTMONT	IL	60559
09-04-204-019	3906	GRANT ST	WESTMONT	IL	60559
09-04-204-020	3908	GRANT ST	WESTMONT	IL	60559
09-04-204-021	3910	GRANT ST	WESTMONT	IL	60559
09-04-204-022	3912	GRANT ST	WESTMONT	IL	60559
09-04-204-023	3914	GRANT ST	WESTMONT	IL	60559
05-04-204-024	3916	GRANT ST	WESTMONT	IL	60559
09-04-204-025	3918	GRANT ST	WESTMONT	IL	60559
09-04-204-026	3920	GRANT ST	WESTMONT	IL	60559
09-04-204-027	3922	GRANT ST	WESTMONT	IL	60559
09-04-204-029	3930	GRANT ST	WESTMONT	IL	60559
09-04-204-030	3930	GRANT ST	WESTMONT	IL	60559
09-04-204-033	3924	GRANT ST	WESTMONT	IL	60559
09-04-205-001	3901	GRANT ST	WESTMONT	IL	60559

09-04-205-002	3903	GRANT ST	WESTMONT	IL	60559
09-04-205-003	3907	GRANT ST	WESTMONT	IL	60559
09-04-205-004	3907	GRANT ST	WESTMONT	IL	60559
09-04-205-005	3909	GRANT ST	WESTMONT	IL	60559
09-04-205-006	3911	GRANT ST	WESTMONT	IL	60559
09-04-205-007	3911	GRANT ST	WESTMONT	IL	60559
09-04-205-008	3915	GRANT ST	WESTMONT	IL	60559
09-04-205-009	3917	GRANT ST	WESTMONT	IL	60559
09-04-205-012	3921	GRANT ST	WESTMONT	IL	60559
09-04-205-013	3923	GRANT ST	WESTMONT	IL	60559
09-04-205-014		GRANT ST	WESTMONT	IL	60559
09-04-205-015	3929	GRANT ST	WESTMONT	IL	60559
09-0+205-016	3900	LINCOLN ST	WESTMONT	IL	60559
09-04-205-017	3902	LINCOLN ST	WESTMONT	IL	60559
09-04-205-018	3904	LINCOLN ST	WESTMONT	IL	60559
09-04-205-019	3906	LINCOLN ST	WESTMONT	IL	60559
09-04-205-020	3908	LINCOLN ST	WESTMONT	IL	60559
09-04-205-021	3910	LNCOLN ST	WESTMONT	IL	60559
09-04-205-022	3912	LINCOLN ST	WESTMONT	IL	60559
09-04-205-023	3914	LNCOLN ST	WESTMONT	IL	60559
09-04-205-024	3916	LINCOLN ST	WESTMONT	IL	60559
09-04-205-025	3918	LINCOLN ST	WESIMONT	IL	60559
09-04-205-026	3920	LINCOLN ST	WESTMONT	IL	60559
09-04-205-027	3924	LINCOLN ST	WESTMONT	IL	60559
09-04-205-028	3926	LINCOLN ST	WESTMONT	IL	60559
09-04-205-029	3928	LINCOLN ST	WESTMONT	IL	60559
09-04-205-030	3930	LINCOLN ST	WESTMONT	IL	60559
09-04-205-031	3919	GRANT ST	WESTMONT	IL	60559
09-04-206-001	3901	LINCOLN ST	WESTMONT	IL	60559
09-04-206-002	3903	LINCOLN ST	WESTMONT	IL	60559
09-04-206-003	3905	LINCOLN ST	WESTMONT	IL	60559
09-04-206-004	3907	LINCOLN ST	WESTMONT	IL	60559
09-04-206-005	3909	LINCOLN ST	WESTMONT	IL	60559
09-04-206-006	3911	LINCOLN ST	WESTMONT	IL	60559
09-04-206-007	3913	LINCOLN ST	WESTMONT	IL	60559
09-04-206-008	3915	LINCOLN ST	WESTMONT	IL	60559
09-04-206-009	3917	LINCOLN ST	WESTMONT	IL	60559
09-04-206-010	3919	LINCOLN ST	WESTMONT	IL	60559
09-04-206-011	3921	LINCOLN ST	WESTMONT	IL	60559
09-04-206-012	3923	LINCOLN ST	WESTMONT	IL	60559
09-04-206-013	3925	LINCOLN ST	WESTMONT	IL	60559
09-04-206-014		LINCOLN ST	WESTMONT	IL	60559
09-04-206-015		LNCOLN ST	WESTMONT	IL	60559
09-04-207-018	4000	PARK ST	WESTMONT	IL	60559
09-04-207-019	4002	PARK ST	WESTMONT	IL	60559

09-04-207-020	4004	PARK ST	WESTMONT	IL	60559
09-04-207-021	4006	PARK ST	WESTMONT	IL	60559
09-04-207-022	4008	PARK ST	WESTMONT	IL	60559
09-04-207-023	4010	PARK ST	WESTMONT	IL	60559
09-04-207-024	4012	PARK ST	WESTMONT	IL	60559
09-04-207-025	4014	PARK ST	WESTMONT	IL	60559
09-04-207-026	4016	PARK ST	WESTMONT	IL	60559
09-04-207-027	4018	PARK ST	WESTMONT	IL	60559
09-04-207-028	4020	PARK ST	WESTMONT	IL	60559
09-04-207-029	4022	PARK ST	WESTMONT	IL	60559
09-04-207-030	4024	PARK ST	WESTMONT	IL	60559
09-04-207-031	4026	PARK ST	WESTMONT	IL	60559
09-04-207-032	4028	PARK ST	WESTMONT	IL	60559
09-04-207-033	4030	PARK ST	WESTMONT	IL	60559
09-04-207-034	4032	PARK ST	WESTMONT	IL	60559
09-04-207-035	4034	PARK ST	WESTMONT	IL	60559
09-04-208-001	4001	PARK ST	WESTMONT	IL	60559
09-04-208-002	4003	PARK ST	WESTMONT	IL	60559
09-04-208-003	4005	PARK ST	WESTMONT	IL	60559
09-04-208-004	4007	PARK ST	WESTMONT	IL	60559
09-04-008-005	4009	PARK ST	WESTMONT	IL	60559
09-04-208-006	4011	PARK ST	WESTMONT	IL	60559
09-04-208-007	4013	PARK ST	WESTMONT	IL	60559
09-04-208-008	4015	PARK ST	WESTMONT	IL	60559
09-04-208-009	4017	PARK ST	WESTMONT	IL	60559
09-04-208-010	4019	PARK ST	WESTMONT	IL	60559
09-04-208-011		PARK ST	WESTMONT	IL	60559
09-04-208-012	4021.	PARK ST	WESTMONT	IL	60559
09-04-208-013	4025	PARK ST	WESTMONT	IL	60559
09-04-208-014	4027	PARK ST	WESTMONT	IL	60559
09-04-208-015	4029	PARK ST	WESTMONT	IL	60559
09-04-208-016	4031	PARK ST	WESTMONT	IL	60559
09-04 208-017	4035	PARK ST	WESTMONT	IL	60559
09-04-208-018	4039	PARK ST	WESTMONT	IL	60559
09-04-208-019	4000	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-020	4002	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-021	4004	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-022	4006	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-023	4008	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-024	4010	LIBERTY BLVT	WESTMONT	IL	60559
09-04-208-025	4012	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-026	4014	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-027	4018	LIBERTY_BLVD	WESTMONT	'IL	60559
09-04-208-028	4020	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-029	4022	LIBERTY BLVD	WESTMONT	IL	60559

09-04-208-030	4024	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-031	4026	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-032	4028	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-033	4030	LIBERTY BLVD	WESTMONT	IL	60559
09-04-208-034	4032	LBERTY BLVD	WESTMONT	IL	60559
09-04-208-035	4034	LIBERTY BLVD	DOWNERS GROVE	IL	60515
09-04-209-001	4001	LBERTY BLVD	WESTMONT	IL	60559
09-04-209-002	4003	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-003	4005	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-004	4007	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-005	4009	LBERTY BLVD	WESTMONT	IL	60559
09-04-209-006	4011	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-007	4013	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-008	4015	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-010	4025	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-011	4027	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-012	4029	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-013	4033	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-014	4031	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-015	4035	LBERTY BLVD	WESTMONT	IL	60559
09-04-209-016	4000	WASHINGTON ST	WESTMONT	IL	60559

09-04-209-018	4004	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-019	4006	WASHD.IGTON ST	WESTMONT	IL	60559
09-04-209-020	4008	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-021	: 4010	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-022	4012	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-023	4016	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-024	4016	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-025	4018	WASHNGTON ST	WESTMONT	IL	60559
09-04-209-026	4020	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-027	4022	WASHNGTON ST	WESTMONT	IL	60559
09-04-209-028	4024	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-029	4026	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-030	4028	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-031	4030	WASHNGTON ST	WESTMONT	IL	60559
09-04-209-032	4032	WASHNGTON ST	WESTMONT	IL	60559
09-04-209-033	4034	WASHINGTON ST	WESTMONT	IL	60559
09-04-209-034	4019	LIBERTY BLVD	WESTMONT	IL	60559
09-04-209-035	4021	LIBETY BLVD	WESTMONT	IL	60559
09-04-209-036	4023	LIBERTY BLVD	WESTMONT	IL	60559
09-04-210-001	4001	WASHNGTON ST	WESTMONT	IL	60559
09-04-210-002	4003	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-003	4003	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-004	4007	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-005	4009	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-006	4011	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-007	4013	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-008	4015	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-009	4017	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-012	4023	WASHNGTON ST	WESTMONT	IL	60559
09-04-210-013	4025	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-014	4027	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-015	4029	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-016	4031	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-017	4033	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-018	4035	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-019	4000	ADAMS ST	WESTMONT	IL	60559
09-04-210-020	4002	ADAMS ST	WESTMONT	IL	60559
09-04-210-021	4004	ADAMS ST	WESTMONT	IL	60559
09-04-210-022	4006	ADAMS ST	WESTMONT	IL	60559
09-04-210-025	4010	ADAMS ST	WESTMONT	IL	60559
09-04-210-026	4012	ADAMS ST	WESTMONT	IL	60559
09-04-210-027	4014	ADAMS ST	WESTMONT	IL	60559
09-04-210-028	4016	ADAMS ST	WESTMONI'	IL	60559
09-04-210-029	4018	ADAMS ST	WESTMONT	IL	60559
09-04-210-030	4020	ADAMS ST	WESTMONT	IL	60559
09-04-210-031	4022	ADAMS ST	WESTMONT	IL	60559
09-04-210-032	4024	ADAMS ST	WESTMONT	IL	60559

09-04-210-033	4026	ADAMS ST	WESTMONT	IL	60559
09-04-210-034	4028	ADAMS ST	WESTMONT	IL	60559
09-04-210-035	4030	ADAMS ST	WESTMONT	IL	60559
09-04-210-036	4032	ADAMS ST	WESTMONT	IL	60559
09-04-210-037	4034	ADAMS ST	WESTMONT	IL	60559
09-04-210-038	4019	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-039	4021	WASHINGTON ST	WESTMONT	IL	60559
09-04-210-040	4008	ADAMS ST	WESTMONT	IL	60559
09-04-211-001	4001	ADAMS ST	WESTMONT	IL	60559
09-04-211-002	4003	ADAMS ST	WESTÜONT	IL	60559
09-04-211-003	4005	ADAMS ST	WESTMONT	IL	60559
09-04-211-004	4007	ADAMS ST	WESTMONT	IL	60559
09-04-211-005	4009	ADAMS ST	WESTMONT	IL	60559
09-04-211-006	4011	ADAMS ST	WESTMONT	IL	60559
09-04-211-007	4013	ADAMS ST	WESTMONT	IL	60559
09-04-211-008	4015	ADAMS ST	WESTMONT	IL	60559
09-04-211-009	4019	ADAMS ST	WESTMONT	IL	60559
09-04-211-010	4021	ADAMS ST	WESTMONT	IL	60559
09-04-211-011	4023	ADAMS ST	WESTMONT	IL	60559
09-04-211-012	4023/2	ADAMS ST	WESTMONT	IL	60559
09-04-211-013	4025	ADAMS ST	WESTMONT	IL	60559
09-04-211-014	4027	ADAMS ST	WESTMONT	IL	60359
09-04-211-015	4000	GRANT ST	WESTMONT	IL	60559
09-04-211-016	4000	GRANT ST	WESTMONT	IL	60559
09-04-211-017	4002	GRANT ST	WESTMONT	IL	60559
09-04-211-019	4008	GRANT ST	WESTMONT	IL	60559
09-04-211-020	4010	GRANT ST	WESTMONT	IL	60559
09-04-211-021	4012	GRANT ST	WESTMONT	IL	60559
09-04-211-022	4014	GRANT ST	WESTMONT	IL	60559
09-04-211-023	4016	GRANT ST	WESTMONT	IL	60559
09-04-211-024	4018	GRANT ST	WESTMONT	IL	60559
09-04-211-025	4020	GRANT ST	WESTMONT	IL	60559
09-04-211-026	4022	GRANT ST	WESTMONT	IL	60559
09-04-211-027	4026	GRANT ST	WESTMONT	IL	60559
09-04-211-028	4030	GRANT ST	WESTMONT	IL	60559
09-04-211-029	4034	GRANT ST	WESTMONT	IL	60559
09-04-211-030	4006	GRANT ST	WESTMONT	IL	60559
09-04-211-031	4S152	GRANT ST	WESTMONT	IL	60559
09-04-212-001	4001	GRANT ST	WESTMONT	IL	60559
09-04-212-002	4005	GRANT ST	WESTMONT	IL	60559
09-04-212-003	4007	GRANT ST	WESTMONT	IL	60559
09-04-212-004	4009	GRANT ST	WESTMONT	IL	60559
09-04-212-005	4011	GRANT ST	WESTMONT	IL	60559
09-04-212-006	4015	GRANT ST	WESTMONT	IL	60559
09-04-212-007	4017	GRANT ST	WESTMONT	IL	60559

09-04-212-008	4019	GRANT ST	WESTMONT	IL	60559
09-04-212-009	4021	GRANT ST	WESTMONY	IL	60559
09-04-212-010	4023	GRANT ST	WESTMONT	IL	60559
09-04-212-013	4027	GRANT ST	WESTMONT	IL	60559
09-04-212-014	4029	GRANT ST	WESTMONT	IL	60559
09-04-212-015	4031	GRANT ST	WESTMONT	IL	60559
09-04-212-016	4033	GRANT ST	WESTMONT	IL	60559
09-04-212-017	4035	GRANT ST	WESTMONT	IL	60559
09-04-212-018	4000	LINCOLN ST	WESTMONT	IL	60559
09-04-212-019	4002	LINCOLN ST	WESTMONT	IL	60559
09-04-212-020	4004	LINCOLN ST	WESTMONT	IL	60559
09-04-212-021	4006	LINCOLN ST	WESTMONT	IL	60559
09-04-212-022	4008	LINCOLN ST	WESTMONT	IL	60559
09-04-212-023	4010	LINCOLN ST	WESTMONT	IL	60559
09-04-212-024	4012	LINCOLN ST	WESTMONT	IL	60559
09-04-212-025	4014	LINCOLN ST	WESTMONT	IL	60559
09-04-212-026	4016	LINCOLN ST	WESTMONT	IL	60559
09-04-212-027	4018	LINCOLN ST	WESTMONT	IL	60559
09-04-212-028	4020 -	LINCOLN ST	WESTMONT	IL	60559
09-04-212-029	4022	LINCOLN ST	WESTMONT	IL	60559
09-04-212-030	4024	LINCOLN ST	WESTMONT	IL	60559
09-04-212-031	4026	LINCOLN ST	WESTMONT	IL	60559
09-04-212-032	4028	LINCOLN ST	WESTMONT	IL	60559
09-04-212-033	4030	LINCOLN ST	WESTMONT	IL	60559
09-04-212-034	4032	LINCOLN ST	WESTMONT	IL	60559
09-04-212-035	4034	LINCOLN ST	WESTMONT	IL	60559
09-04-212-037	4023	1/2 GRANT ST	WESTMONT	IL	60559
09-04-212-038	4025	GRANT ST	WESTMONT	IL	60559
09-04-213-001	4001	LINCOLN ST	WESTMONT	IL	60559
09-04-213-002	4003	LINCOLN ST	WESTMONT	IL	60559
09-04-213-003	4005	LINCOLN ST	WESTMONT	IL	60559
09-04-213-004	4007	LINCOLN ST	WESTMONT	IL	60559
09-04-213-005	4009	LINCOLN ST	WESTMONT	IL	60559
09-04-213-006	4011	LINCOLN ST	WESTMONT		60559
09-04-213-007	4013	LINCOLN ST	WESTMONT	IL	60559
09-04-213-008	4015	LINCOLN ST	WESTMONT	IL	60559
09-04-213-009	4017	LINCOLN ST	WESTMONT	IL	60559
09-04-213-010	4019	LINCOLN ST	WESTMONT	IL	60559
09-04-213-011	4021	LINCOLN ST	WESTMONT	IL	60559
09-04-213-012	4023	LINCOLN ST	WESTMONT	IL	60559
09-04-213-013	4025	LINCOLN ST	WESTMONT	IL	60559
09-04-213-016	4031	LINCOLN ST	WESTMONT	IL	60559
09-04-213-017	4035	LINCOLN ST	WESTMONT	IL	60559
00-04-213-036	4027	LINCOLN ST	WESTMONT	IL	60559
09-04-214-012	4100	PARK ST	WESTMONT	IL	60559

09-04-214-013	4102	PARK ST	WESTMONT	IL	60559
09-04-214-014	4104	PARK ST	WESTMONT	IL	60559
09-04-214-015	4106	PARK ST	WESTMONT	IL	60559
09-04-214-016	4108	PARK ST	WESTMONT	IL	60559
09-04-214-017	4110	PARK ST	WESTMONT	IL	60559
09-04-214-018	4112	PARK ST	WESTMONT	IL	60559

09-04-214-020	4116	PARK ST	WESTMONT	IL	60559
09-04-214-021	4118	PARK ST	WESTMONT	IL	60559
09-04-214-022	4120	PARK ST	WESTMONT	IL	60559
09-04-214-023	4122	PARK ST	WESTMONT	IL	60559
09-04-214-026	318	OGDEN AVE	WESTMONT	IL	60559
09-04-214-027	310	OGDEN AVE	WESTMONT	IL	60559
09-04-215-001	4101	PARK ST	WESTMONT	IL	60559
09-04-215-002	4103	PARK ST	WESTMONT	IL	60559
09-04-215-003	4105	PARK ST	WESTMONT	IL	60559
09-04-215-004	4107	PARK ST	WESTMONT	IL	60559
09-04-215-005	4109	PARK ST	WESTMONT	IL	60559
09-04-215-006	4111	PARK ST	WESTMONT	IL	60559
09-04-215-007	4113	PARK ST	WESTMONT	IL	60559
09-04-215-008	4115	PARK ST	WESTMONT	IL	60559
09-04-215-009	4117	PARK ST	WESTMONT	IL	60559
09-04-215-010	4119	PARK ST	WESTMONT	IL	60559
09-04-215-011	4121	PARK ST	WESTMONT	IL	60559
09-04-215-012	4123	PARK ST	WESTMONT	IL	60559
09-04-215-013	4100	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-014	4102	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-015	4104	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-016	4106	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-017	4108	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-018	4110	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-019	4112	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-020	4114.	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-021	4116	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-022	4118	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-023	4120	LIBERTY BLVD	WESTMONT	IL	60559
09-04-215-024		LIBERTY BLVD	WESTMONT	IL	60559
09-04-216-004	203	41ST ST	WESTMONT	IL	60559
09-04-216-005		WASHINGTON ST	WESTMONT	IL	60559
09-04-216-009	205	41ST ST	WESTMONT	IL	60559
09-04-216-018	4104	WASHNGTON ST	WESTMONT	IL	60559
09-04-216-020		PARKWAY	WESTMONT	IL	60559
09-04-217-003		PARKWAY AVE	WESTMONT	IL	60559
09-04-219-001		WASHINGTON ST	WESTMONT	IL	60559
09-04-219-002	4105	WASHNGTON ST	WESTMONT	IL	60559
09-04-219-003	4107	WASHINGTON ST	VÆSTMONT	IL	60559
09-04-219-004	4109	WASHNGTON ST	WESTMONT	IL	60559
09-04-219-005	4111	WASHINGTON ST	WESTMONT	IL	60559
09-04-219-006	4113	WASHNGTON ST	WESTMONT	IL	60559
09-04-219-007	4115	WASH"NGTON ST	WESTMONT	IL	60559
09-04-219-008	4117	WASHNGTON ST	WESTMONT	IL	60559
09-04-219-009	4121	WASHNGTON ST	WESTMONT	IL	60559
09-04-219-011	4100	ADAMS ST	WESTMONT	IL	60559
09-04-219-012	4104	ADAMS ST	WESTMONT	IL	60559

09-04-219-013	4104	ADAMS ST	WESTMONT	IL	60559
09-04-219-014	4106	ADAMS ST	WESTMONT	IL	60559
09-04-219-015	4108	ADAMS ST	WESTMONT	IL	60559
09-04-219-016	4110	ADAMS ST	WESTMONT	IL	60559
09-04-219-017	4112	ADAMS ST	WESTMONT	IL	60559
09-04-220-001	4103	ADAMS ST	VYESTMONT	IL	60559
09-04-220-002	4107	ADAMS ST	WESTMONT	IL	60559
09-04-220-003	4111	ADAMS ST	WESTMONT	IL	60559
09-04-220-007	4100	GRANT ST	WESTMONT	IL	60559
09-04-220-008	4104	GRANT ST	WESTMONT	IL	60559
09-04-221-007	4100	LINCOLN ST	WESTMONT	IL	60559
09-04-221-008	4102	LINCOLN ST	WESTMONT	IL	60559
09-04-221-009	4104	LINCOLN ST	WESTMONT	IL	60559
09-04-221-010	4106	LINCOLN ST	WESTMONT	IL	60559
09-04-221-011	4108	LINCOLN ST	WESTMONT	IL	60559
09-04-221-012	4110	LINCOLN ST	WESTMONT	IL	60559
09-04-221-013	4112	LINCOLN ST	WESTMONT	IL	60559
09-04-221-014	4114	LINCOLN ST	WESTMONT	IL	60559
09-04-221-015	4116	LINCOLN ST	WESTMONT	IL	60559
09-04-221-016	4118	LINCOLN ST	WESTMONT	IL	60559
09-04-221-017	4120	LINCOLN ST	WESTMONT	IL	60559
09-04-221-018	16	OGDEN AVE	DOWNERS GROVE	IL	60515
09-04-221-019	16	OGDEN AVE	DOWNERS GROVE	IL	60515
09-04-221-020	16	OGDEN AVE	DOWNERS GROVE	IL	60515
09-04-222-001	4101	LINCOLN ST	WESTMONT	IL	60559
09-04-222-002	4173	LINCOLN ST	WESTMONT	IL	60559
09-04-222-003	4105	LINCOLN ST	WESTMONT	IL	60559
09-04-222-004	4107	_LINCOLN ST	WESTMONT	IL	60559
09-04-222-005	4109	LINCOLN ST	WESTMONT	IL	60559
09-04-222-006	4111	LINCOLN ST	WESTMONT	IL	60559
09-04-222-007	4113	LINCOLN ST	WESTMONT	IL	60559
09-04-222-008	4115	LINCOLN ST	WESTMONT	IL	60559
09-04-222-009	4117	LINCOLN ST	WESTMONT	IL	60559
~~09-04-222-010~~	~~4119~~	~~LINCOLN ST~~	~~WESTMONT~~	~~IL~~	~~60559~~
09-04-222-011	4121	LINCOLN ST	WESTMONT	IL	60559
09-09-105-034	138	MAPLE AVE	DOWNERS GROVE	IL	60515
09-09-106-018	336	NAPERVLLE RD	WESTMONT	IL	60559

December 6, 2017