



**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  
February 5, 2026  
6:00 PM**

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

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

**5. REPORTS**

**a. Board Reports**

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

**6. ITEMS TO BE REMOVED FROM CONSENT AGENDA**

**7. CONSENT AGENDA (OMNIBUS VOTE)**

**a. Village Board Minutes**

**i. Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held January 22, 2026.

**Background of Subject Matter**

Required Parliamentary Procedure

Type                      Motion

**b. Finance Ordinance(s)**

**c. Purchase Order(s)**

**i. Atlas Toyota Material Handling, LLC \$45,925.02**

2026 Toyota forklift, plus a five-year or 10,000 hours additional maintenance warranty. This forklift replaces the Village's existing forklift, which will be auctioned off. Budgetary cost savings of \$14,075

will be realized as a result of downsizing the scale of the new forklift compared to the old forklift to better match how the forklift will be used.

**Type** Consent Item

**Budgeted** Yes

ii. **Lithoprint Inc \$57,500.00**

Open purchase order for printing of the Village Community News Magazine throughout 2026.

**Type** Consent Item

**Budgeted** Yes

iii. **Total of Purchase Orders = \$103,425.02**

**Type** Administrative Report

**Budgeted**

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

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

a. **Re-approval of 1 North Cass Avenue Plat of Subdivision and Plat of Vacation**

Board to consider an ordinance approving requests from the Village of Westmont regarding the lots/parcels at: 1 North Cass Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-001); 13-19 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-034); 21 East Burlington Avenue, Westmont, Illinois, 60559 (PIN: 09-10-120-003); Unaddressed Parcel (PIN: 09-10-120-033); Unaddressed Parcel (PIN: 09-10-120-036); and Portions of the Public Right of Way, for the following:

1. A Plat of Vacation of certain portions of the Public Right of Way.
2. Re-approval of the Final Plat of Subdivision to consolidate six (6) lots/parcels into one (1) lot.

**Background of Subject Matter**

This item is to re-approve a final plat of subdivision with minor changes to the legal descriptions of the described parcels and to approve a plat of vacation to certain portion of the Public Right of Way pursuant to 65 ILCS 5/11-91-1.

**Additional Background**

This case was heard at the December 11, 2024, Planning and Zoning Commission meeting and both items received a unanimous recommendation for approval. Additionally, the original Final Plat of Subdivision was originally approved by the Village Board on December 19, 2024.

**Type** Ordinance

**Budgeted**

b. **Exercise of Option Year 3 - Gasoline and Diesel Fuel**

Board to consider an ordinance exercising the third option year of the gasoline and diesel fuel contract with Al Warren Oil Company, Inc.

**Background of Subject Matter**

On May 18, 2023, the Village Board awarded a contract to Al Warren Oil Company, Inc. for the purchase of gasoline and diesel fuel. This fuel purchase was part of a joint bid with DuPage County and various other communities. The original contract was for the period April 1, 2023 - March 31, 2024 with three one-year options to extend. The first option year was awarded by the Village Board at the March 7, 2024 meeting for the period of April 1, 2024 - March 31, 2025. The second option year was awarded by the Village Board at the March 6, 2025 meeting for the period of April 1, 2025 - March 31, 2026.

**Additional Background**

Staff recommends exercising the third option year of the contract for an amount not to exceed \$275,000.00. The new contract will be from April 1, 2026 through March 31, 2027.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted** Yes

c. **Multifamily Recycling Text Amendment**

Board to consider an ordinance amending Chapter 66, Article III "Multi-Family Structure Recycling" of the Village Code of Ordinances to clarify recycling requirements.

**Background of Subject Matter**

This cleans up language in the code to match current practice and the longstanding history of requiring multifamily properties to provide recycling for their residents. The majority of the article, which was written when recycling for multifamily properties could be provided by a variety of vendors, details what that program should include. There is also a section indicating the article would no longer apply if the Village moved to having an exclusive provider for multifamily recycling, which we did with the latest contract.

**Additional Background**

It recently came to our attention that the current wording of the condition indicates the entire article would not apply, which could be interpreted to include removing the requirement for multifamily properties to provide

recycling now that we have a single multifamily recycling provider. This text amendment clarifies that, in this case, multifamily properties must provide recycling through that provider, and that only the sections providing minimums for what a program from a different vendor must include are no longer applicable.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted**

**10. MISCELLANEOUS**

**11. EXECUTIVE SESSION**

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

**12. ADJOURN**

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

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



Clerk's Office  
**Village of Westmont**

MINUTES OF THE BOARD MEETING HELD **Thursday, January 22, 2026.**

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

**WESTMONT VILLAGE BOARD MEETING ROLL CALL:**

**PRESENT:** Mayor Nero P Clerk A. Szymiski P

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

**STAFF:**

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

**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:** None

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

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

**VOTING SUMMARY**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PARRILLI	<u>Y</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>

**REPORTS**

**Mayor Nero**

- Talked about the 3 piece collage that are on display from the Vision and Vibe Festival that was held last September at the Veterans Memorial Park. It was a great event that featured music, and other performances. Thanked Trustee Plowman and Trustee Barker for their support of this event. Thanks to Jenny Babyar who was the Project Manager.
- Talked about the Ribbon Cutting for the new Advocate facility on Ogden Avenue across from Standard Market. It was a well attended event.
- Westmont Restaurant Week is coming up and the Westmont Chamber will be hosting restaurant week which will run from February 21 - March 1.
- PETPAWLOOZA PET OF THE WEEK CONTEST - Louie has hit the big time and is the featured Pet of the Week. The entire community is invited to go to our website and sign up their pet for this weekly contest. All of this effort is to help promote the new PetPawlooza event, which will be at Veterans Memorial Park on May 16th. Details on the Village website - westmont.illinois.gov

**Village Clerk Szymski**

- Village Offices will be closed February 16th. Garbage pickup will not be affected.
- Visit the Chamber website at westmontchamber.com to nominate citizens to be considered for the annual Citizen of the Year Award.

**Trustee Guzzo**

- The next Fire Public Safety Committee meeting is scheduled for March 5th, 4:30pm, at Village Hall.

- The Westmont Fire Department will be offering CPR classes in 2026. For more info, visit the Village Website.
- Cold weather tips and information on warming centers can be found on our Village website. There is information on how to protect your home and your family during the upcoming severe weather.

### **Trustee Scales**

- The next Community Development Committee meeting will be April 16, July 9, and September 17.
- Planning and Zoning recently added a Special Meeting to be held on February 4th at 6pm.
- Planning and Zoning regular February meeting will still occur on February 11th at 6pm.
- Recapped the Community Development Committee meeting that was held earlier in the afternoon.
  - Planner Adam Walsh provided an update on the RFP process for the comprehensive plan update. Submission deadlines are due tomorrow. The contract award is expected by April 2nd. The full plan will be adopted by the Spring of 2028.
  - Planner Scott Williams provided an update on the downtown rezoning, which will include 3 new designations / classifications. Affected residents will be informed of the forthcoming changes to zoning.
    - There will be public hearings for this process.
  - Lot coverage text amendment summary that is intended to address and accommodate residents requesting patios, driveways, etc.
  - Summary reports for 2025 and online permit process that will be re-evaluated.
  - Gave an update on the new Code Enforcement Manager.
  - Many new projects are coming to Westmont.

### **Trustee Parilli**

- The next Public Works Committee will be March 19, 2026, 4:30pm in Village Hall.
- Just a reminder for water rate updates: the previously approved annual water rate adjustment went into effect this month. Please check the website for more details. The updated rates will be reflected on the upcoming billing cycle.
- Reminded residents about the extreme cold weather forecast for the next several days. Please be sure to prepare in advance and review the village website for helpful information.

### **Trustee Plowman**

- The next Police Public Safety Committee meeting will be February 5th.
- Metra has announced that there will be reduced rail service during the severe weather. More information can be found on the Village website.
- There have been many ribbon cuttings. Mentioned the soap and candle shop and the Diva Dance Studio.
- Thanked the Public Works Department for all of the work during the snow storms.

### **Trustee Liddle**

- The next Administration / Finance Committee meeting will be February 19, 4:30pm, at Village Hall. Everyone is invited to attend.

- The Westmont Park District will host its annual Winter Beer Fest on Saturday, February 14, 2026, 2:00-6:00 p.m. at Ty Warner Park in Westmont. Tickets can be purchased through the Park District website.

**Trustee Barker**

- The Environmental Improvement Committee will meet February 2nd.
- The date for Vision & Vibe 2026 has been set for this year. It will be held on September 12 - 13, 2026 at Veterans Memorial Park. Gave a shout out to the Westmont Park District for their co-operation and assistance with that event.
- Holiday Lights recycling bins will be in place until January 31st. Bins are located at the Library and Fire Headquarters for residents to drop off unwanted or broken holiday lights to be recycled.
- Christmas trees are still being picked up by Flood Brothers. The pick up will be available until January 30th. Trees must be free of decorations, tinsel and lights.
- Residents and businesses are encouraged to use salt responsibly at their homes and businesses. Only 12oz is needed to cover a 250 square foot driveway or about 10 sidewalk squares.
- Details for the 2026 Dark Sky Grant program have been released, please visit the website for details and to sign up.

**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 **January 8, 2026**.

**(B) FINANCE ORDINANCE**

Finance Ordinance # 1	1,218,344.89
Finance Ordinance # 2	4,696,423.38
<b>TOTAL OF FINANCE ORDINANCES</b>	<b>\$ 5,914,768.26</b>

**(C) PURCHASE ORDERS:**

Patson	108,250.00
Infosend	35,000.00
Atlas Bobcat, LLC	51,925.25
Suburban Labs	30,000.00
Allied Garage Door	37,049.06
Currie Motors	56,396.00

Imperial Service Systems, Inc.	61,600.00
Currie Motors	63,050.00
Meade, Inc.	140,000.00
Al Warren Oil Company, Inc.	250,000.00
Westmont Park District	50,000.00
<b>Total of Purchase Orders</b>	<b>\$ 883,270.31</b>

**(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): \$ 6,798,038.58**

**(E) LIONS CLUB 90TH ANNIVERSARY PROCLAMATION**

**(F) REDUCE THE NUMBER OF AVAILABLE CLASS 4 LIQUOR LICENSES**

Board to consider an ordinance reducing the number of available Class 4 liquor licenses by one (1) due to the closure and sale of Shri Bistro, LLC, 655 N. Cass Avenue, Westmont, Illinois.

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

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

**VOTE ON MOTION #1**

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

Nays: None

Absent: None

**UNFINISHED BUSINESS**

**(2) SPECIAL USE PERMIT REQUEST — TOBACCO AND VAPE RETAIL STORE —  
101 WEST OGDEN AVENUE, SUITE B**

**8.a.1**

**Community Development Director Hennerfeind** addressed the Village Board.

Motion by **Trustee Liddle** to consider an ordinance approving a Zoning Ordinance special use permit to JA RE Enterprises, LLC, d/b/a Lit Smokes (Applicant/Tenant) for the property at 101 West Ogden Avenue, Suite B, Westmont, Illinois for a tobacco and vape retail store in the B-2 General Business District.

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

**VOTE ON MOTION #2**

Ayes: Barker, Guzzo, Liddle, Plowman

Nays: Parrilli, Scales

Absent: None

**(3) SPECIAL USE PERMIT REQUEST — TOBACCO AND VAPE RETAIL STORE —  
101 WEST OGDEN AVENUE, SUITE B**

**8.a.2**

**Deputy Tobacco Commissioner Mulhearn** addressed the Village Board

Motion by **Trustee Guzzo** to consider an ordinance increasing the number of available Class B tobacco licenses by one for JA RE Enterprises, LLC d/b/a LIT SMOKES.

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

**VOTE ON MOTION #3**

Ayes: Barker, Guzzo, Liddle, Plowman

Nays: Parrilli, Scales

Absent: None

**NEW BUSINESS**

**(4) INCREASE IN CLASS 2 LIQUOR LICENSES BY ONE**

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

Motion by **Trustee Barker** to consider an ordinance increasing the number of available Class 2 liquor licenses by one for Belly Delhi LLC, 655 N. Cass Avenue, Westmont, Illinois.

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

**VOTE ON MOTION #4**

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

Nays: None

Absent: None

**(5) BOND ISSUANCE AUTHORIZATION - VILLAGE OF WESTMONT**

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

Motion by **Trustee Liddle** to consider an ordinance authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Westmont, DuPage County, Illinois, in an aggregate principal amount not to exceed \$35,000,000.

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

**VOTE ON MOTION #5**

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

Nays: None

Absent: None

**MISCELLANEOUS - None**

**(6) REQUEST FOR EXECUTIVE SESSION**

Mayor Nero requested a motion to adjourn to Executive Session for the purchase of real estate for the use of the Village pursuant to section 2(C)(5) of the Open Meetings Act.

Motion by **Trustee Barker** to adjourn to executive session

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

**VOTE ON MOTION #6**

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

Nays: None

Absent: None

**(7) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING**

Board to consider a motion to adjourn at 7:10 pm.

Motion by **Trustee Liddle**

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

**VOTE ON MOTION #7**

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

Nays: None

Absent: None

**(8) ADJOURNMENT - 7:10 pm**

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

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

**VOTE ON MOTION #8**

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

Nays: None

Absent: None

**MEETING ADJOURNED AT 7:10 P.M.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Amanda Szymiski, Village Clerk

\_\_\_\_\_  
Steven T. Nero, Mayor

Dated this 5th day of February, 2026



# Village of Westmont

# Purchase Order

PO Date: 2026-01-21

Page: 1 of: 1

### Bill To:

PUBLIC WORKS  
155 E. BURLINGTON  
WESTMONT, IL 60559

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

Purchase Order # **26200207 - 01**

### Vendor:

Atlas Toyota Material Handling, LLC  
1815 Landmeier Road  
Elk Grove Village, IL 60007

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101737	763-315-9273					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	2026 Toyota Model # 50-8FGCU25 Forklift GL Account: 2552525 - 57096 - 1GOV Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559	1.0	EACH	\$45,925.02	\$45,925.02	

By: Spencer Parkes  
Authorized Signature

**PO Total \$45,925.02**

\*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.



**Atlas Toyota Material Handling (MN)**  
8601 Xylon Ct  
Minneapolis, MN 55445-1840  
Phone: 763-425-9066  
<https://www.atlastoyota.com/>

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December 23, 2025

Sourcewell Member

Dear Virgil Viscuso

We are pleased to submit the attached Toyota CLASS IV (I.C. FORKLIFT) quotation for your review and approval.

As an authorized Toyota dealer, Atlas Toyota Material Handling can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

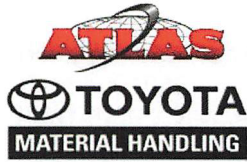
Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Greg Sanders

Phone: 763-425-9066

Email: [GSanders@AtlasToyota.com](mailto:GSanders@AtlasToyota.com)



**Atlas Toyota Material Handling (MN)**  
 8601 Xylon Ct  
 Minneapolis, MN 55445-1840  
 Phone: 763-425-9066  
<https://www.atlastoyota.com/>

To: Sourcewell Member  
 Village of Westmont, IL  
[vviscuso@westmontill.gov](mailto:vviscuso@westmontill.gov)

Date: December 23, 2025  
 Quote No: 0130107652

Attn: Virgil Viscuso

Phone: 630-878-2504

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

***Toyota...Proud to be the world's #1 forklift manufacturer!***

**TOYOTA MODEL 50-8FGCU25**, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Cushion Tires
- LP Gas Powered - UL Type "LP" Rating

This forklift is equipped with a 3-Way Catalytic Muffler System as standard equipment and conforms to current Federal EPA and California ARB regulations for off-road large spark ignited engines.

**SYSTEM OF ACTIVE STABILITY™ (SAS)**

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**  
 Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)
- **Active Mast Function Controller (AMC):**  
 Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



*Photo may portray optional equipment not included in your quotation.*

**AUTOMATIC FORK LEVELING**

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

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**PREMIUM, 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH ORANGE, NON-CINCHING SEAT BELT**

Operator comfort is taken to a new level with Toyota's Premium, 4-way adjustable, full suspension vinyl seat. With lumbar, weight, tilt, and almost 6 inches of fore/aft adjustability, your operators will be comfortable and productive throughout their shift. Standard orange, non-cinching seat belt provides additional comfort in applications requiring frequent reverse travel.

**LCD MULTI-FUNCTION DISPLAY II**

Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

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**Mast** 4-Stage (QFV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.  
Mast Specifications:

- Maximum Fork Height - 241.5"
- Overall Lowered Height - 83.0"
- Over Head Guard Height - 80.70"
- Free Lift - 35.0" with standard Load Backrest

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**Lifting Capacity** **Base Model Capacity – 5,000 lbs @24" load center**  
**Actual Capacity, based on quoted specifications - 3,650 lbs @24.0" load center to 241.5" MFH**  
*Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.*

**Tilt** 6 degrees forward and 5 degrees backwards

**Carriage** ITA Hook Type 36" Carriage

**Forks** Forks 48" x 5" x 1.6" - Class II

**Load Backrest** 48" High Load Backrest

**Attachments** 4 Way Valve (With 3rd & 4th Function Internal Hosing)

**Speeds** Travel Speed: 10.60 mph Lift Speed: 114 fpm

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<b>Engine</b>	2.2L 4Y-US Industrial LP Engine 136 cubic inch displacement, 4 cylinder, overhead valve (OHV) Net Torque Rating: 112 @ 1800 rpm SAE ft-lb Net Horsepower Rating: 51 @ 2570 rpm SAE HP
<b>Transmission</b>	Automatic Transmission
<b>Steering</b>	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
<b>Wheels and Tires</b>	Front Tires: 21x7x15 Rear Tires: 16x5x10-1/2

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<b>Additional Equipment Included</b>	<ul style="list-style-type: none"><li>• <b>UL Approved Model Type "LP" (tank not included)</b></li><li>• <b>Premium Ventilation Package includes Box Fin Radiator, High-Speed Fan Pulley, High CFM Ring Fan, Hood Ventilation and Under Cover with Holes</b></li><li>• <b>LPG Bracket (Swing Down Type)</b></li><li>• <b>Cyclone Air Cleaner - Dual Element</b></li><li>• <b>Steering Wheel with Knob</b></li><li>• <b>Mini-lever Controls with Ergo-Shift</b></li><li>• <b>Synchronized Steering</b></li><li>• <b>Radiator Protection Bar (In Counterweight on 5000 lb. truck only)</b></li><li>• <b>Rear View Mirrors (Left &amp; Right Sides)</b></li><li>• <b>Tilt Cylinder Boots</b></li><li>• <b>Radiator Screen</b></li><li>• <b>Adjustable Volume Back-up Alarm (Smart Alarm)</b></li><li>• <b>Rear Pillar Assist Grip with Horn Button</b></li><li>• <b>Pencil / Tape Holder (Mounted on Overhead Guard Leg)</b></li><li>• <b>Fire Extinguisher</b></li><li>• <b>Operator Cooling Fan</b></li><li>• <b>EZ Control Joystick Upgrade</b></li><li>• <b>LED Strobe Light (Amber)</b></li><li>• <b>LED Rear Working Light</b></li><li>• <b>Wide Tread</b></li><li>• <b>MyInsights Standard</b></li><li>• <b>Toyota Special Design</b><ul style="list-style-type: none"><li>○ <b>integral sideshifting fork positioner</b></li></ul></li></ul>
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<b>Other Outstanding Toyota Features</b>	<ul style="list-style-type: none"><li>• Operator Presence Sensing System (OPSS)</li><li>• Fully Stamped Steel Side Panels</li><li>• Electronic Speed Control</li><li>• Weather Protected Electrical System</li><li>• Unparalleled Fork Tip Visibility</li><li>• Foot Activated Park Brake with High Mount Release</li></ul>
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- Electronic Shift Control
- 7" Cyclone Air Cleaner
- Fully Insulated Stamped Steel Engine Hood
- Dual Operator Assist Grips
- Oversized Cup Holder
- Heavy Duty, Non-Slip Rubber Floor Mat

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Putting technology to work for you.








Scan the QR Code to learn more

\*Not applicable to all models. Click here for more details: <https://www.toyotaforklift.com/sens>

**MyInsights (Telematics)** Standard telematics provided on most Toyota forklifts deliver valuable insights and actionable data for your business. Increase uptime, optimize your fleet, and view detailed analytics by completing your free registration at [my.toyotaforklift.com](http://my.toyotaforklift.com) today!

Standard Insights:

- Hour Meters, Error Codes, Impact Detection, Location Tracking

**Warranty**

12 Months or 2,000 hours whichever occurs first: Basic  
 36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

**We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.**

**Investment**

Price-Toyota Model 50-8FGCU25 as specified above:	\$44,626.02		Each
Net Price including delivery:	\$44,626.02		Each

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**Financing and  
Maintenance**

Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

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**Terms and Condi-  
tions**

Payment: Net 10 days / Cash or Financed  
Delivery: Will advise at time of order.

F.O.B.: Delivered

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Cancellation:

Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement.

Reasonable and proper cancellation charges (minimum of 20% of purchase price per unit) will apply and which shall take into account expense already incurred and commitments made by Seller and shall indemnify Seller against any loss.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors. Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

**PRE-SHIPMENT PRICE INCREASES**

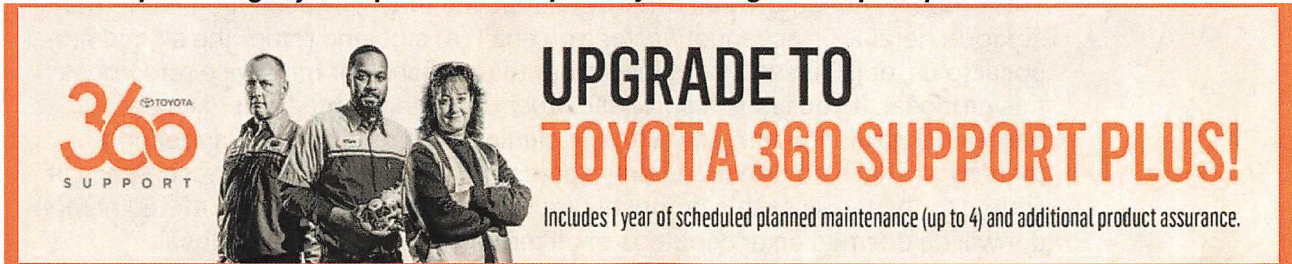
**We are working to have this removed from our government proposal templates.**

We may, on one or more occasions, increase the price of the ordered equipment, and you shall pay the increased prices, if up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

**Toyota 360 Support Options**  
 (not included in this quotation)

Item	Price	Accepted*
1. Toyota 360 Support Plus 3 36 Months/6,000 Hrs Carriage to Counterweight Warranty 60 Months/6,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$899	<hr/>
2. Toyota 360 Support Plus 4 48 Months/8,000 Hrs Carriage to Counterweight Warranty 60 Months/8,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$1099	<hr/>
3. Toyota 360 Support Plus 5 60 Months/10,000 Hrs Carriage to Counterweight Warranty 60 Months/10,000 Hrs Major Parts and Component Warranty Up to First (4) PM's Included (Parts and Labor)	\$1299	<hr/>

\* Customer: please signify acceptance of an option by initialing in the space provided.



\*Not applicable to all models. See here for more details: [www.ToyotaForklift.com/360-support](http://www.ToyotaForklift.com/360-support) encl

**TELEMATICS AND DATA COLLECTION**

The equipment in this proposal is enabled with the MyInsights system ("System"), which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. Your use of the System is subject to the MyInsights Master Agreement or other written agreement explicitly governing your use of the System between you and Toyota Material Handling, Inc. (the "System Master Agreement"). If you and Toyota Material Handling, Inc. are not parties to a System Master Agreement, your use of the System is subject to the MyInsights Telematics Terms and Conditions found at <https://www.toyotaforklift.com/myinsights-legal> ("System Terms"), which are incorporated herein by reference. Your acceptance of this proposal (as provided in the following paragraph), or otherwise using the equipment, constitutes your acceptance of the System Terms and the formation of an agreement between you and Toyota Material Handling, Inc. based on the System Terms. You may opt out of data collection features for the System as provided in, as applicable, the System Master Agreement and System Terms. Failure to opt out signifies your consent and agreement to the collection and usage of data in accordance with, as applicable, the System Master Agreement and System Terms.

**QUOTE ACCEPTANCE**

This proposal constitutes an offer by us that you may only accept on the terms set forth herein. To accept our offer, you shall (a) sign and return the signed proposal to us; or (b) issue a purchase order that attaches or otherwise references this proposal. If you issue a purchase order under the preceding sentence, the parties acknowledge that any terms (including pre-printed terms) appearing thereon will have no effect and are expressly disclaimed and your acceptance is limited to the terms of this proposal. Your acceptance of any item offered hereunder will be deemed an acceptance of all terms set forth in this proposal.

**Servicing Dealer** Atlas Toyota Material Handling

Sincerely,  
Atlas Toyota Material Handling (MN)

Accepted:  
Sourcewell

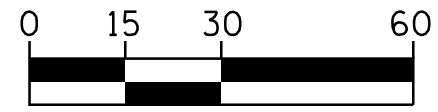
Cash Price \$ \_\_\_\_\_  
Financed Payment\* \$ \_\_\_\_\_ Per Month \_\_\_\_\_ Months

By: \_\_\_\_\_  
Name: Greg Sanders  
Title:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

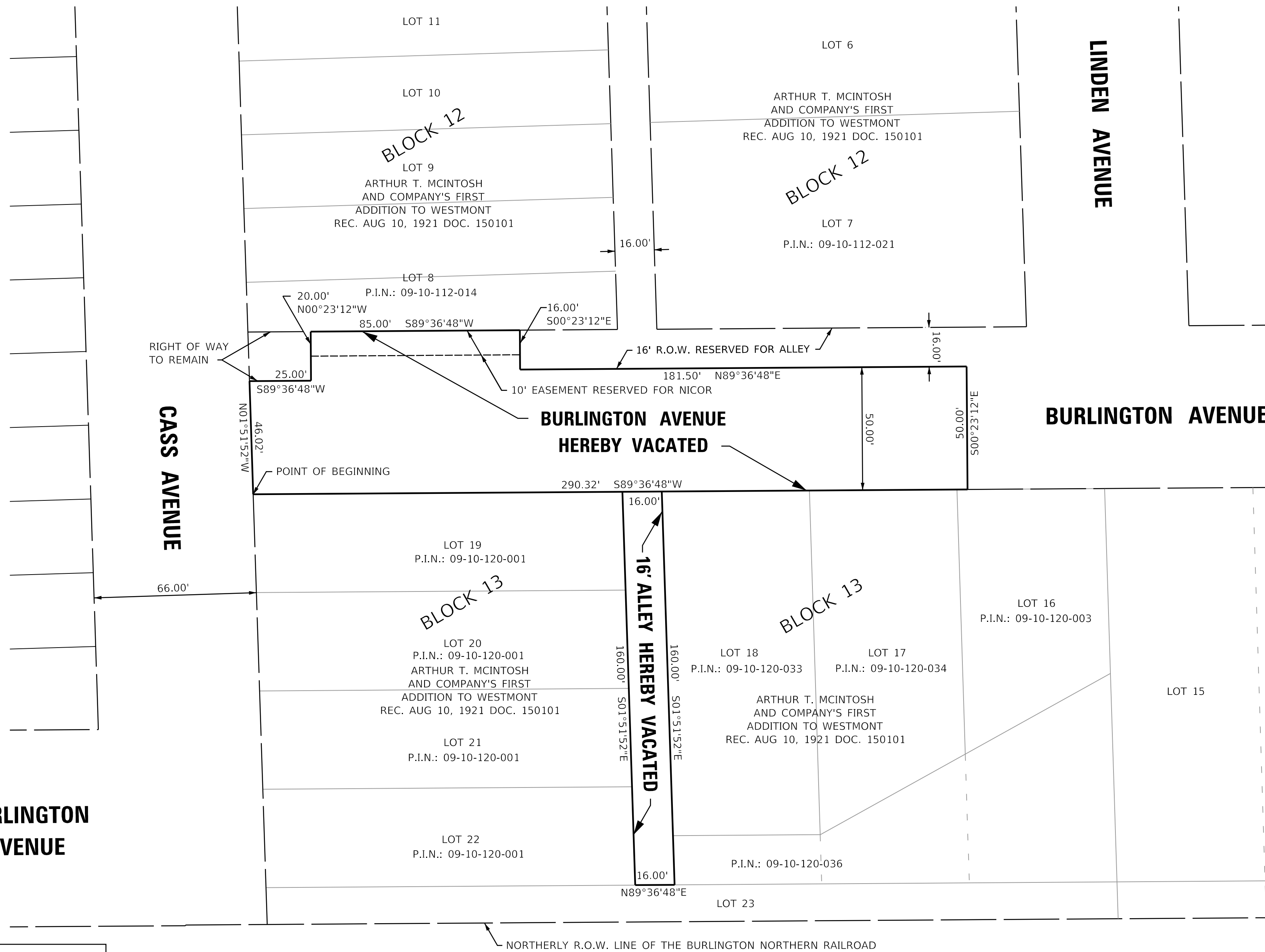
# PLAT OF VACATION OF

THAT PART OF BURLINGTON AVENUE LYING EAST OF CASS AVENUE AND BETWEEN LOTS 7 AND 8 IN BLOCK 12 AND LOTS 16 THRU 19 IN BLOCK 13 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO WESTMONT, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1921 AS DOCUMENT 150101, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19, THENCE NORTH 01 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID CASS AVENUE 46.02 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 25.00 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 20.00 FEET TO THE SOUTH LINE OF SAID LOT 8, THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST 85.00 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST 16.00 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 181.50 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST TO THE NORTH LINE OF SAID LOT 16, THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST ALONG THE NORTH LINES OF SAID LOTS 16 THRU 19 A DISTANCE OF 290.32 FEET TO THE POINT OF BEGINNING, AND ALSO, THE 16 FOOT ALLEY BETWEEN LOT 18 AND LOTS 19 THRU 22 IN AFORESAID BLOCK 13, ALL IN DUPAGE COUNTY, ILLINOIS.



HORIZONTAL SCALE IN FEET  
1" = 30'

BASIS OF BEARINGS ON THIS PLAT ARE BASED ON THE IL STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 AD)



COUNTY CLERK

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE OR NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
COUNTY CLERK

NICOR

STATE OF ILLINOIS )  
) SS  
COUNTY OF \_\_\_\_\_ )

VACATION SHOWN HEREON APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

NICOR:

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

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

COMCAST

STATE OF ILLINOIS )  
) SS  
COUNTY OF \_\_\_\_\_ )

VACATION SHOWN HEREON APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COMCAST:

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

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

AT&T

STATE OF ILLINOIS )  
) SS  
COUNTY OF \_\_\_\_\_ )

VACATION SHOWN HEREON APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

AT&T:

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

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

COMMONWEALTH EDISON

STATE OF ILLINOIS )  
) SS  
COUNTY OF \_\_\_\_\_ )

VACATION SHOWN HEREON APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COMMONWEALTH EDISON:

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

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

RECORDER OF DEEDS

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
AT \_\_\_\_\_ O'CLOCK \_\_M.

\_\_\_\_\_  
RECORDER OF DEEDS

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_ GENERAL MANAGER FOR THE FLAGG CREEK SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT \_\_\_\_\_, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
GENERAL MANAGER

VILLAGE CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, 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 \_\_\_\_\_ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
VILLAGE CLERK

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THE IMPROVEMENTS DESCRIBED IN THIS PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
VILLAGE ENGINEER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
) SS  
COUNTY OF DUPAGE )

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF VACATION, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 27TH DAY OF JANUARY, 2026.

CHRISTOPHER J. DEYOUNG PE, PLS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817  
LICENSE EXPIRES: NOVEMBER 30, 2026  
EMAIL: CHRISD@THOMAS-ENGINEERING.COM

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183



OWNER:  
VILLAGE OF WESTMONT

STREET ADDRESS:  
BURLINGTON AVE.  
WESTMONT, IL

REVISIONS

NO.	DATE	DESCRIPTION
1	11-21-2024	PLAT SUBMITTAL TO WESTMONT
2	08-19-2025	UPDATE DIMENSIONS
3	01-15-2026	UPDATE LEGAL DESCRIPTION / ADD PIN'S

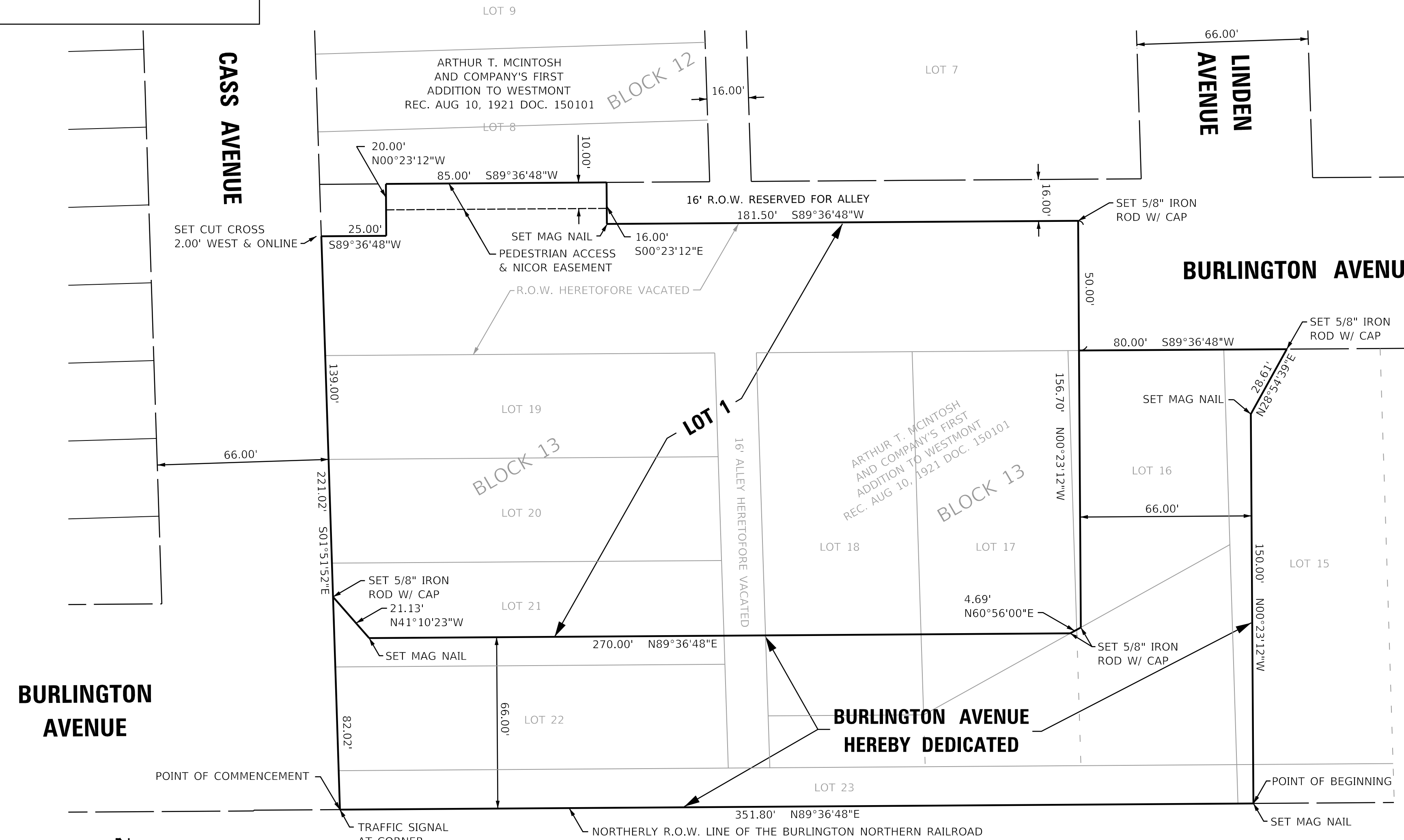
NOTE:  
OWNERSHIP OF THE VACATED RIGHT OF WAY SHALL BE MAINTAINED BY THE VILLAGE OF WESTMONT.

VACATED AREA:  
BURLINGTON AVE: 0.3629 ACRES (15,808 SQ FT)  
ALLEY: 0.0588 ACRES (2,560 SQ FT)

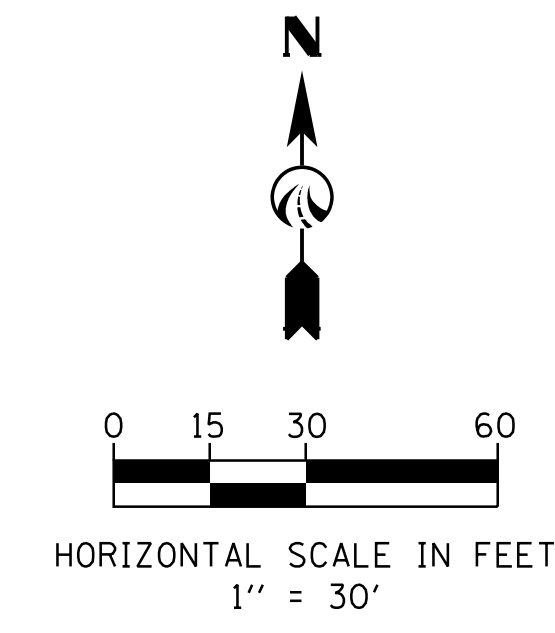
# FINAL PLAT OF BLUE VILLAGE RESUBDIVISION

(SEE BELOW FOR LEGAL DESCRIPTION OF SUBDIVISION)

P.I.N.	LISTED ADDRESS:
09-10-120-001	BURLINGTON AVE
09-10-120-003	21 E BURLINGTON AVE
09-10-120-033	BURLINGTON AVE
09-10-120-034	13-19 E BURLINGTON AVE
09-10-120-035	BURLINGTON AVE
09-10-120-036	BURLINGTON AVE



**BURLINGTON AVENUE**



BASIS OF BEARINGS ON THIS PLAT ARE BASED ON THE IL STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJ)

AREA:  
LOT 1 = 1.0829 ACRE (47,173 SQFT)  
DEDICATED R.O.W. = 0.706 ACRE (30,752 SQ FT)  
OVERALL = 1.7889 ACRES (77,925 SQ FT)

OWNER:  
VILLAGE OF WESTMONT

STREET ADDRESS:  
1 N. CASS AVE.  
WESTMONT, IL

JOB NO. 21-030

REVISIONS		
NO.	DATE	DESCRIPTION
1	11-21-2024	PLAT SUBMITTAL TO WESTMONT
2	11-26-2024	UPDATE PLAT NAME
3	12-18-2024	UPDATE SCHOOL DISTRICT
4	12-19-2024	UPDATE PROPERTY CORNERS SET
5	08-19-2025	UPDATE DIMENSIONS
6	01-15-2026	UPDATE LEGAL DESCRIPTION

**PEDESTRIAN ACCESS EASEMENT**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT AND TO ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ALONG, UNDER, AND THROUGH ALL OF THE AREAS MARKED "PEDESTRIAN ACCESS EASEMENT" AS SHOWN ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE, INSPECT, AND MAINTAIN THE SIDEWALK AS DEEMED NECESSARY BY THE VILLAGE. THE RIGHT IS ALSO GRANTED TO SAID VILLAGE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OR USE OF ITS SIDEWALK. NO PERMANENT STRUCTURES OR BUILDINGS SHALL BE PLACED ON SAID EASEMENT. THE VILLAGE OF WESTMONT SHALL, UPON COMPLETION OF ANY WORK AUTHORIZED BY THIS GRANT, RESTORE THE EASEMENT TO THE SAME OR BETTER SURFACE CONDITION THAN THAT EXISTING PRIOR TO THE BEGINNING OF WORK.

**NICOR EASEMENT PROVISIONS**

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO NICOR AND THEIR SUCCESSORS AND ASSIGNS, OVER THE AREA MARKED "NICOR EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, OPERATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH GAS PIPELINES TOGETHER WITH ANY NECESSARY MANHOLES, CONNECTIONS, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS NECESSARY. NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS.

**RECORDER OF DEEDS**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
AT \_\_\_\_\_ O'CLOCK \_\_M.

**RECORDER OF DEEDS**

**COUNTY CLERK**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE OR NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

COUNTY CLERK

**CERTIFICATE OF PLANNING & ZONING COMMISSION**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, CHAIRMAN OF THE VILLAGE OF WESTMONT PLANNING & ZONING COMMISSION, CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, THIS PLAT OF RESUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
CHAIRMAN SECRETARY

**SANITARY DISTRICT CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_ GENERAL MANAGER FOR THE FLAGG CREEK SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT \_\_\_\_\_, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

GENERAL MANAGER

**VILLAGE CLERK'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, 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 \_\_\_\_\_ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

VILLAGE CLERK

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THE IMPROVEMENTS DESCRIBED IN THIS PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

VILLAGE ENGINEER

**CERTIFICATE AS TO SPECIAL ASSESSMENTS**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, 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 APPOINTED AGAINST ANY PART OF THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

VILLAGE TREASURER

**OWNER CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES (DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WE FURTHER CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE SUBJECT PROPERTY IS LOCATED WITHIN:  
SCHOOL COMMUNITY DISTRICT 201,  
COLLEGE OF DUPAGE DISTRICT 502.

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

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

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

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

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

**NOTARY PUBLIC CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ WHO IS (ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE (SHE) (THEY) SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS (HER) (THEIR) OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

BY: \_\_\_\_\_  
NOTARY PUBLIC

**MY COMMISSION EXPIRES**

\_\_\_\_\_, A.D. 20\_\_

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT THOMAS ENGINEERING GROUP, LLC, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:  
LOTS 16 THRU 22 IN BLOCK 13 IN ARTHUR T. MCINTOSH AND COMPANY'S FIRST ADDITION TO WESTMONT, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1921 AS DOCUMENT 150101, AND ALSO, THE VACATED 16 FOOT ALLEY BETWEEN LOT 18 AND LOTS 19 THRU 22 IN AFORESAID BLOCK 13, AND ALSO, THAT PART OF BURLINGTON AVENUE LYING EAST OF CASS AVENUE AND BETWEEN LOTS 7 AND 8 IN BLOCK 12 AND LOTS 16 THRU 19 IN SAID BLOCK 13 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19, THENCE NORTH 01 DEGREES 51 MINUTES 52 SECONDS WEST ALONG THE EAST LINE OF SAID CASS AVENUE 46.02 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 25.00 FEET, THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 20.00 FEET TO THE SOUTH LINE OF SAID LOT 8, THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST 85.00 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST 16.00 FEET, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 181.50 FEET, THENCE SOUTH 00 DEGREES 23 MINUTES 12 SECONDS EAST TO THE NORTH LINE OF SAID LOT 16, THENCE SOUTH 89 DEGREES 36 MINUTES 48 SECONDS WEST ALONG THE NORTH LINES OF SAID LOTS 16 THRU 19 A DISTANCE OF 290.32 FEET TO THE POINT OF BEGINNING, AND ALSO, THAT PART OF LOTS 15 AND 23 IN AFORESAID BLOCK 13 LYING WEST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 23, THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 351.80 FEET FOR THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS WEST 150.00 FEET, THENCE NORTH 28 DEGREES 54 MINUTES 39 SECONDS EAST 28.61 FEET TO THE NORTH LINE OF SAID LOT 15, ALL IN DUPAGE COUNTY, ILLINOIS.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

WE FURTHER CERTIFY THAT THIS SUBDIVISION LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WESTMONT, WHICH HAS ADOPTED A MUNICIPAL PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY ARTICLE 11, DIVISION 12 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 17043C0186J FOR DUPAGE COUNTY, ILLINOIS, AND INCORPORATED AREAS WITH AN EFFECTIVE DATE OF AUGUST 1, 2019, THE SUBJECT PROPERTY LIES WITHIN ZONE "UNSHADED X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

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

DATED THIS \_\_\_\_\_ 27TH DAY OF \_\_\_\_\_ JANUARY, 2026.

CHRISTOPHER J. DEYOUNG  
035-003817  
OAK BROOK IL  
STATE OF ILLINOIS

CHRISTOPHER DEYOUNG PE, PLS  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817  
LICENSE EXPIRES: NOVEMBER 30, 2026  
EMAIL: CHRISD@THOMAS-ENGINEERING.COM  
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183

SHEET 1 OF 1

FUEL PURCHASE CONTRACT BETWEEN AL WARREN OIL CO., INC.  
AND THE VILLAGE OF WESTMONT

THIS AGREEMENT is entered as of January 21st, 2026 between the Village of Westmont, Illinois a body corporate and politic, located at 31 W. Quincy St. Westmont, IL 60559 (hereinafter referred to as the VILLAGE), and Al Warren Oil Co., Inc., licensed to do business in the State of Illinois, located at 1646 Summer Street, Hammond, IN 46320 (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the VILLAGE requires the goods and/or services specified in the attached DuPage County Gasoline and Diesel Fuel bid (opened February 28,2023) for the VILLAGE, located at 6015 S. CASS AVENUE, WESTONT, IL 60559; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract. The CONTRACTOR will provide 87 octane unleaded gas at \$.045/gal over the Oil Price Information Service (OPIS) Chicago region Low Rack on the day of delivery and B20 bio-diesel fuel at \$.045/gal over the OPIS Chicago region Low Rack on the day of delivery.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Project Information
  - 1.1.b Instructions to Bidders
  - 1.1.c General Conditions
  - 1.1.d Special Conditions
  - 1.1.e Insurance/Bonding Requirements and Certificates
  - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.h Exhibits
  - 1.1.i Village Purchase Order
- 1.2 All documents are or will be on file in the office at Village Hall located at 31 W. Quincy St. Westmont, IL 60559.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on 04/01/2026 and continuing through 03/31/2027.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, THE VILLAGE shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the VILLAGE. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The Village shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and Village procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

- 6.1 If the Village is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the Village is required to use the services of an attorney, including the States Attorney, then the Village shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the Village pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**VILLAGE OF WESTMONT, IL**

**AL WARREN OIL CO. INC.**

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

SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE

By: Arnie Berg

SIGNATURE

Arnie Berg  
PRINTED NAME

Business Development Mang.  
PRINTED TITLE

1/21/26  
DATE

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## Sec. 66-67. Applicability and definitions.

(a) *Applicability.* With the exception of Section 66-67 and Section 66-68 which apply in all cases, ~~the~~ the provisions and requirements of the remainder of this article *only* apply in the event that the village's exclusive provider is not contractually obligated to serve as the exclusive provider for collection of recyclable materials from multi-family properties.

(b) *Definitions.*

*Multi-family property* is defined for purposes of this article as a property consisting of one or more multi-family structures.

*Multi-family structure* is defined for the purposes of this article as a building with more than one residential living unit which is not included in a curbside refuse, recyclables, and landscape waste collection service.

*Owner* shall mean any persons, corporation, partnership, or entity such as a condominium or homeowners association, jointly or severally having an ownership interest in a multi-family property or otherwise being responsible for solid waste collection for said multi-family property.

*Private scavenger* shall mean any person, firm or corporation engaged in the removal of solid waste, compostable materials and/or recyclable material from any location within village not covered by either an exclusive collection contract between the village and a contracted hauler, or a franchise agreement between the village and a franchised hauler.

*Recyclable material* is a material which would otherwise be abandoned or discarded but which can be utilized in the secondary material market.

*Recycling* shall mean the process by which materials that would otherwise be disposed of or discarded are collected, separated or processed and returned to the economic mainstream in the form of raw materials or products.

*Source separation* shall mean a process that separates recyclable material from other refuse prior to collection for the purpose of recycling such materials.

(Ord. No. 00-121, § 1, 9-18-2000; Ord. No. 24-045, § 2, 3-21-2024)

## Sec. 66-68. Multi-family recycling program requirements.

All multi-family properties, as defined above, shall be required to institute an on-site recycling program, with collection of recyclable materials to be no less than one pickup per week. If the village's contract with its exclusive provider designates the exclusive provider as the exclusive company to collect recyclable materials from multi-family properties, all multi-family properties must contract with the village's exclusive provider for the collection of on-site recyclable materials pursuant to the terms of village's contract.

(Ord. No. 00-121, § 1, 9-18-2000)

## Sec. 66-69. Commencement date.

Said program shall be instituted by all multi-family properties as defined above on or before January 1, 2001.

(Ord. No. 00-121, § 1, 9-18-2000)

## Sec. 66-70. Private scavenger services.

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Multi-family property owners may contract for recycling and refuse services with a private scavenger, duly licensed by the village. Multi-family property owners shall be billed for recycling and refuse services directly by the private scavenger.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-71. Acceptable recycling program.**

An acceptable recycling program shall include, but is not limited to, the following components:

- (1) Siting and design of common area collection locations for recyclable materials;
- (2) Recyclable materials collection;
- (3) Provision of common area recycling containers;
- (4) Data collection and reporting;
- (5) Educational campaign and materials; and
- (6) Recycling program administration and maintenance.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-72. Recycling collection areas.**

- (a) Recycling collection areas for residents shall be conveniently located and maintained within common areas in or near the buildings, and consist of separate containers for the purposes of temporary storage of recyclables. Whenever possible, recycling containers should be placed adjacent to common area solid waste collection containers.
- (b) Indoor common area collection/storage areas shall be established in accordance with village fire or safety codes.
- (c) Exterior recyclables storage areas shall be established in accordance with village requirements for solid waste enclosures.
- (d) The multi-family property owner shall maintain all recycling areas, including the containers, in a clean, sanitary, and litter-free manner.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-73. Types of recyclable materials collected.**

On-site multi-family structure recycling programs are required to offer collection of the same recyclable materials collected through the village residential recycling program as contained in the exclusive contract or franchise agreement.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-74. Recycling containers.**

- (a) Recyclable materials must be source separated from other solid waste prior to collection for the purpose of recycling such materials. Separate collection containers and collection vehicles shall be employed.

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- (b) The minimum gallon amount of recycling container capacity (base capacity) an owner shall provide weekly for each structure shall be based on the following formula:

$$\begin{aligned} & 7 \text{ gallons} \times \text{number of 1 bedroom units} + \\ & 8 \text{ gallons} \times \text{number of 2 bedroom units} + \\ & 9 \text{ gallons} \times \text{number of 3 bedroom units} + \\ & = \text{total base weekly recycling container capacity (base capacity)} \end{aligned}$$

- (c) The weekly base recycling container capacity may be met by any combination of container sizes and number of pick-ups, such as containers totaling half the base capacity picked up twice a week. Capacity per structure may be shifted within the multi-family property if necessary so long as the total required capacity is met.

(Ord. No. 00-121, § 1, 9-18-2000)

### **Sec. 66-75. Hauler responsibilities.**

The licensed private scavenger providing the on-site recycling collection service shall be responsible for furnishing, maintaining, and replacing all common area recycling containers and collection vehicles which are deemed necessary in the recycling program. The private scavenger shall be responsible for the collection, intermediate storage, or transfer, transportation, and sale of recyclable materials to a processor, broker, or market desired for reuse of materials.

(Ord. No. 00-121, § 1, 9-18-2000)

### **Sec. 66-76. Multi-family owners responsibilities.**

Multi-family property owners shall notify residents of the availability of recycling services through a formal and ongoing educational campaign, and shall use their best efforts to gain and maintain participation in the program.

(Ord. No. 00-121, § 1, 9-18-2000)

### **Sec. 66-77. Ownership of recyclable materials.**

It shall be unlawful for any unauthorized persons to remove or damage any recyclable materials placed in designated containers, or the containers themselves. Title to recyclable material shall pass to the private scavenger when the materials are placed into the collection vehicle.

(Ord. No. 00-121, § 1, 9-18-2000)

### **Sec. 66-78. License requirements.**

- (a) All private scavengers desiring to receive a scavenger license to collect recyclable material from multi-family properties in the village, must comply with all applicable federal, state, county and local laws, ordinances, rules and regulations. As a condition of receiving, renewing and maintaining a scavenger license to collect recyclable material from multi-family properties within the village, each licensee or applicant for such license shall:

- (1) Obtain all permits and licenses required by federal, state and county laws, ordinances, rules and regulations and maintain the same in full force and effect.
- (2) Submit to the village a list of the multi-family properties it serves within the village's jurisdiction.

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- (3) Provide collection and recycling services for any multi-family property owner that requests such services in accordance with the on-site multi-family structure recycling program requirements set forth herein.
  - (b) Failure to comply with the above provisions shall result in a denial of receiving, renewing or maintaining a scavenger license until such time as the applicant complies with all provisions set forth in this section.
- (Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-79. Reporting requirements.**

- (a) Each licensed private scavenger shall submit quarterly reports to both the multi-family property owners or their designee and the village and/or its designee that contains the following information:
  - (1) Total weight or volume of refuse collected from multi-family properties it serves within the village;
  - (2) Total weight or volume of yard waste collection from multi-family properties it serves within the village;
  - (3) Total weight or volume of recyclable materials collected from multi-family properties it serves within the village;
  - (4) A summary of recycling services provided to each multi-family property (to be submitted only on an annual basis with the last quarter report).
- (b) Quarterly reports submitted to the multi-family property by the licensed private scavenger shall only pertain to that property's activity.
- (c) Quarterly reports submitted to the village shall contain aggregate totals concerning the information listed above for all multi-family properties the licensed private scavenger serves within the village's jurisdiction.
- (d) Reports shall be due no later than 15 calendar days after the close of each quarter. Quarters are defined as follows:
  - First quarter: January 1 through March 31;
  - Second quarter: April 1 through June 30;
  - Third quarter: July 1 through September 30; and
  - Fourth quarter: October 1 through December 31.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-80. Implementation of program.**

Implementation of on-site multi-family structure recycling programs shall be required as stated in section 66-68 of this article. Such recycling programs shall be maintained in effect regardless of any change of building ownership or private scavenger service. Multi-family property owners shall be required to notify the village in writing within 30 days after a change in their choice of private scavenger.

(Ord. No. 00-121, § 1, 9-18-2000)

**Sec. 66-81. Violation of article.**

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Any person, firm or corporation guilty of violating any of the provisions of this article shall be fined not less than \$100.00 nor more than \$750.00 for each offense. Each day that a violation occurs shall continue shall constitute a separate offense.

(Ord. No. 00-121, § 1, 9-18-2000; Ord. No. 24-045, § 2, 3-21-2024)