



**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**  
**April 30, 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 April 2, 2026.

**Background of Subject Matter**

Required Parliamentary Procedure

**Type**                      Motion

**b. Finance Ordinance(s) #8 and #9**

- i. Total to be announced at the meeting

**c. Purchase Order(s)**

- i. **Tyler Technologies - \$88,403.11**  
2026 Licensing and support annual renewal

**Type** Consent Item

**Budgeted** Yes

ii. **Currie Motors \$60,145.00**

F-250 4X4 Super Cab, replacement of truck #604

**Type** Consent Item

**Budgeted** Yes

iii. **CDW, LLC - \$56,500.00**

Replacement CCTB Server Storage Hardware

**Type** Consent Item

**Budgeted**

iv. **DuPage Convention & Visitors Bureau - \$46,123.92**

Municipal Dues for 2026

**Type** Consent Item

**Budgeted** Yes

v. **SB Friedman Development Advisors, LLC - \$50,000.00**

TIF & Development Advisory Services

**Type** Consent Item

**Budgeted**

vi. **SB Friedman Development Advisors, LLC - \$36,628.00**

South TIF Designation

**Type** Consent Item

**Budgeted**

vii. **GPS Insight, Inc. \$26,544.00 - simultaneous payment**

Clearpath GPS Services, Monitoring & Tracking

**Type** Consent Item

**Budgeted**

viii. **Total of Purchase Orders = \$364,993.03**

**Type** Consent Item

**Budgeted**

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

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

**Type** Consent Item

**Budgeted**

**e. Proclamation - DuPage County River Sweep**

- i. Board to consider a proclamation to support the DuPage County River Sweep 2026.

**f. Proclamation - National Library Week**

- i. Board to consider a proclamation declaring April 19-25, 2026 as National Library Week in the Village of Westmont.

**g. Proclamation - Volunteer Week**

- i. Board to consider a proclamation to declare April 19-25, 2026 as National Volunteer Week in the Village of Westmont.

**h. Proclamation - Arbor Day**

- i. Board to consider a proclamation to declare April 24, 2026 as Arbor Day in the Village of Westmont.

**i. Proclamation - Municipal Clerks Week**

- i. Board to consider a proclamation to declare May 3-9, 2026 as Municipal Clerks Week in the Village of Westmont.

**j. Proclamation - Taiwanese Heritage Week**

- i. Board to consider a proclamation to declare May 10-17, 2026 as Taiwanese American Heritage Week in the Village of Westmont.

**k. Proclamation - National Police Week**

- i. Board to consider a proclamation declaring May 10-16, 2026 as National Police Week in the Village of Westmont.

**l. Proclamation - Public Service Week**

- i. Board to consider a proclamation declaring May 3-9, 2026 as Public Service Recognition Week in the Village of Westmont.

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**a. Issuance of a Temporary Class 2 Liquor License**

Board to consider an ordinance approving a temporary Class 2 Liquor License for 15 West Cafe, LLC, d/b/a Dolce's, 13 North Cass Avenue, Westmont, Illinois.

**Background of Subject Matter**

15 West Cafe, LLC is adjusting ownership percentages with a new owner taking over controlling interest. The current owners are requesting a temporary liquor license to complete the ownership change and allow the Village time to complete a background review. The sale is proposed to be finalized on May 1, 2026. Upon finalizing the sale, the new investor will own 94% of the business. The investor currently owns a Downers Grove business and is expanding into Westmont. After the background review is finalized, the new owners will apply for a permanent Class 2 Liquor License.

**Additional Background**

The background review is in process.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted**

b. **42 N Cass Mural Agreement**

Board to consider an ordinance approving an agreement related to a proposed mural at 42 N Cass Avenue with a payment amount not to exceed \$24,000.

**Background of Subject Matter**

Izakayao Tokyo, the business interested in opening at 42 N Cass, has expressed interest in painting a mural on the side of their building. Because this is a key view in our downtown, the Village staff wants to ensure the mural is installed on a proper surface, and is willing to pay for the wall to be improved.

**Additional Background**

The design of the mural will be at the discretion of the business owner, provided it is not offensive and does not violate sign regulations. The agreement will require the business owner to maintain the mural and provide a claw back of funds if a mural is not painted.

**Recommendation**

Approval

**Type** Agreement/Contract

**Budgeted**

c. **4119 N. Lincoln Street - Waiver of Sidewalk Installation**

Board to consider an ordinance approving a request from Fine Home Builders, LLC to waive the sidewalk installation requirement related to the

development of 4119 N. Lincoln Street and to accept a payment in lieu of sidewalk installation.

**Background of Subject Matter**

Chapter 70, Section 70-202 of the Westmont Code of Ordinances requires all new developments to provide a sidewalk in front of the property to be developed where no sidewalks currently exist. However, Section 70-204 provides that a developer may request a waiver of this sidewalk installation requirement from the Village Board of Trustees. If the waiver is approved, the developer must provide a payment to the Village equal to the costs to construct the sidewalk, to partially offset potential future costs if the Village were to install sidewalks along the entire block. Here, the neighboring properties are all located in unincorporated DuPage County and there is no existing sidewalk on this block. Requiring a sidewalk just in front of 4119 N. Lincoln Street would look out of place and would not provide a benefit to the public.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted**

d. **Envisio Software Agreement**

Board to consider an ordinance approving an agreement with Envisio Solutions Inc. for software to monitor the strategic plan analytics that will include a public dashboard.

**Background of Subject Matter**

This system will allow all staff to enter and follow the steps of a project while showing the public the progress. This will be a public dashboard on our website. The agreement for the software, all set-up fees, and unlimited licenses per the approved contract totaling \$23,275.00 for the first year.

**Recommendation**

Approve

**Type** Ordinance

**Budgeted** Yes

e. **Personnel Code Text Amendments**

Board to consider an ordinance approving text amendments to Chapter 62 - Personnel of the Westmont Code of Ordinances.

**Background of Subject Matter**

The modifications to Sec. 62-98 and Sec. 62-105 are employee benefit

enhancements intended to support the recruitment and retention of new employees and Department Heads by providing paid time off proportionate to the job responsibilities and expectations.

**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**

---

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

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



**Village of Westmont  
ADMINISTRATION**

**Village Clerk**  
31 West Quincy Street, Westmont, Illinois 60559

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

**Clerk's Office**  
**Village of Westmont**

**MINUTES OF THE BOARD MEETING HELD Thursday, April 2, 2026**

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

**WESTMONT VILLAGE BOARD MEETING ROLL CALL:**

<b>PRESENT:</b>	Mayor Nero	<u>P</u>	Clerk A. Szymiski	<u>A</u>
<b>TRUSTEES:</b>	Barker	<u>P</u>	Parrilli	<u>P</u>
	Guzzo	<u>P</u>	Plowman	<u>P</u>
	Liddle	<u>P</u>	Scales	<u>A</u>

**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>A</u>	<b>Liljeberg</b> (I.T.)	<u>P</u>
<b>Chief Gruen</b> (Police Department)	<u>P</u>	<b>D.C. Thompson</b> (Police Department)	<u>A</u>	<b>Altic</b> (Finance Director)	<u>P</u>
<b>Chief Riley</b> (Fire Dept.)	<u>P</u>	<b>D.C. Frank</b> (Fire Department)	<u>A</u>	<b>Mielcarski</b> (Gov't Services)	<u>A</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

**Westmont Chamber President:** 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**

	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>
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>	<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>	<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>	<u>Y</u>
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<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>	<u>Y</u>
TRUSTEE SCALES	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
	<b><u>10</u></b>	<b><u>11</u></b>							
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>							
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>							
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>							
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>							
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>							
TRUSTEE SCALES	<u>A</u>	<u>A</u>							

**REPORTS**

**Mayor Nero**

- ***Downtown Parking Opportunities*** - The Village has published updated information regarding downtown parking. New opportunities as well as a plan for temporary village-sponsored valet service while the Cass and Burlington parking lot is affected due to construction. We are always looking for feedback.

**Deputy Clerk Richcards**

- Village Hall will be closed April 3rd and May 25th.
- New sticker prices go in effect May 1st for yard waste & bulk items. Residents are also allowed to trade in last year's sticker for this year through May 29th.
- Chamber Community Awards Dinners is April 27th. Tickets are available through the Chamber website: westmontchamber.com

**Trustee Guzzo**

- Reminded everyone that tomorrow is the Knights of Columbus last fish fry of the Lenten season. The dinner is at 25 N. Cass Ave from 5 - 8pm.
- The next Fire Public Safety Committee meeting is May 28, 2026 at 4:30pm
- The Fire Department is currently vacating the 6015 S. Cass Ave location and moving to their temporary facility at 328 S. Wilmette. The Fire Department Administration will have a temporary location at 39 E. Burlington during the construction of the new fire facility.

### Trustee Parilli

- The next Public Works committee meeting will be June 11th at 4:30pm.
- Volunteers are still needed for this year's River Sweep, which will be April 18th. Residents are encouraged to sign up online by April 5th.
- The brush, yard waste & compost programs will resume. Flood Brothers will resume their brush, yard waste and compost programs on April 6th. Free leaf pick up begins the week of April 6-10. Please see the website for complete details.
- **Construction Projects** - Residents are reminded that they can look up construction projects on the Village website for the most current updates.
- **Adopt-a-Planter** - Residents, businesses and organizations can sign up for this year's Adopt-A-Planter program. Information can be found on the website.

### Trustee Plowman

- The next Police Public Safety Committee meeting will be May 14th, at Village Hall, starting at 4:30pm.
- Recapped the E-bike / E-scooter presentation that was held on March 25th by the Police Department. Deputy Chief Thompson gave a very detailed explanation that was helpful. Residents can visit [westmont.illinois.gov/ebikes](http://westmont.illinois.gov/ebikes) for specific information regarding the ordinances.
- There will be a Papershred fundraiser for the Special Olympics on April 18th.
- Drug Take Back Day will take place on April 25th at Mariano's and 500 N. Cass Ave.

### Trustee Liddle

- We had an Administration Finance Committee meeting earlier at 4:30pm.
  - Video gaming in the downtown area was discussed. Assistant Village Manager Parker provided an overview of the current regulations.
  - Discussed allowing 18 year old's to serve alcohol as long as there is a manager that is over 21. They would not be able to pour, just to serve at a table.
  - Report on software to enable public communications on the strategic plan. Board and staff have worked very hard to build this strategic plan. We spent a couple days working at evening workshops discussing and working on this. Information will be on the website.
  - The Environmental Improvement Committee annual report was presented by Communications Director McIntyre and that will also be added to our website.
- **Petpawlooza Pet Of The Week Contest** - The entire community is invited to go to our website and sign up their pet for this weekly pet of the week contest. Details on the village website - [westmont.illinois.gov](http://westmont.illinois.gov)
- **Spring Window Murals** - A few windows have been painted, but there is still time for businesses to sign up for Spring Windows through [westmontevents.com](http://westmontevents.com)

### Trustee Barker

- The Westmont Environment Improvement Committee will have their next meeting Monday, April 6th, 5:30pm at the Westmont Library.
- The Electronics and More Recycling event will be this Saturday in front of Village Hall. This is run by some businesses and volunteers at EIC. More information can be found on the website. There may be charges for certain items to be recycled.
- **Dark Sky Lighting Project** - Several projects are scheduled for the downtown area. Please see the recent news release for a listing of these projects.

- **Protect Our Pollinators Program** - Sign up through the village website to be a part of this program this spring.
- **Tree Seedling Giveaway** - Residents can sign up thru the Village website to receive up to 3 free tree seedlings on Arbor Day - April 24th. This is a Public Works initiative.
- **Call For Artists** - A call for artists for the Vision & Vibe Fest has been published. Please see the website for more information and to sign up. The event will be at Veterans Memorial Park.

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

- No items to be removed from the consent agenda.

**\*Mayor commented that there are proclamations on the agenda for Westview Middle School and Westmont Junior High. They are up for approval tonight. However, Mayor Nero will be presenting them at the schools at a later date. Date and Time to be announced at a later time and will be shared with the Village Board.**

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

**Village Manager Gunther** addressed the Board on this agenda item.

**(A) VILLAGE BOARD MINUTES**

**Board Meeting Minutes**

- Board to consider approving the following:
  - Minutes of the Village Board held on **March 19, 2026**.
  - Amended Village Board meeting minutes of the meeting held **March 5, 2026**.

**(B) FINANCE ORDINANCE**

Finance Ordinance # 7 **\$ 1,895,230.25**

**(C) PURCHASE ORDERS:**

<b>M.E. Simpson Company</b>	<b>\$73,440.00</b>
-----------------------------	--------------------

**(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S):      **\$ 1,968,670.25****

**(E) PETPAWLOOZA - 2026**

Board to consider an ordinance approving the following requests for the 2026 PetPawlooza event hosted by the Westmont Special Events Corporation, May 16, 2026:

1. Community Events Permit
2. Food Truck Fee Waiver
3. Temporary Banner Permit Waiver
4. Street Closure Request — Partial closure of E. Dallas Street from Linden to the closest driveway on East Dallas.

**(F) USA LUGE**

Board to consider an ordinance approving the following requests from USA Luge for their 2026 Slider Search tryouts on August 16, 2026:

1. Street and Public Right of Way Closures: South Cass Avenue between 55th Street and West Dallas Street from 7:00 a.m. to 6:00 p.m.
2. Community Events permit

**(G) PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

Board to consider a proclamation to declare April 12-18, 2026, National Public Safety Telecommunicators Week.

**(H) PROCLAMATION - WESTVIEW MIDDLE SCHOOL WILDCAT CHESS TEAM**

Board to consider a proclamation to honor the Westview Middle School Wildcat chess team on their state championship.

**(I) PROCLAMATION - WESTMONT JUNIOR HIGH SCHOOL PANTHER WRESTLING TEAM**

Board to consider a proclamation to honor the Westmont Junior High School Panther wrestling team on their state championship.

**(J) PROCLAMATION - FMC NATATORIUM GRANT REQUEST - 2026 TYR PRO SERIES**

Board to consider a motion awarding a Hotel/Motel Grant in the amount of \$58,000 to the FMC Natatorium for the TYR Pro Series Event.

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

Nays: None

Absent: Scales

**UNFINISHED BUSINESS - None**

**NEW BUSINESS**

**(2) AWARD OF BID PROPOSAL - RESIDENTIAL ALLEY 7S RECONSTRUCTION**

**Public Works Director Ries** addressed the Village Board.

Motion by **Trustee Liddle** to consider an ordinance awarding the bid to Schroeder Asphalt Services, Inc. for the Residential Alley 7S Reconstruction project and authorizing a construction contract consistent with the bid documents.

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

**VOTE ON MOTION #2**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(3) ENGINEERING AGREEMENT - PHASE 3 CONSTRUCTION ENGINEERING FOR RESIDENTIAL ALLEY 7S RECONSTRUCTION**

**Public Works Director Ries** addressed the Village Board

Motion by **Trustee Liddle** to consider an ordinance authorizing an engineering services agreement with Thomas Engineering Group, LLC for Phase 3 construction engineering services for the Residential Alley 7S Reconstruction Project.

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

**VOTE ON MOTION #3**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(4) A RESOLUTION AUTHORIZING CONSTRUCTION AND MAINTENANCE OF MUNICIPAL FACILITIES BY MUNICIPAL FORCES IN THE STATE RIGHT OF WAY**

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

Motion by **Trustee Plowman** for the Board to consider a Resolution authorizing construction and maintenance of municipal facilities by municipal forces in the State Right of Way.

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

**VOTE ON MOTION #4**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(5) ENGINEERING SERVICES AGREEMENT - CONSTRUCTION ENGINEERING FOR THE WATER TREATMENT CONTROL PLANT SYSTEM (WTCPS) DEMOLITION AND CHLORINATION SYSTEM REPLACEMENT**

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

Motion by **Trustee Liddle** to consider an ordinance authorizing an engineering services agreement with Baxter and Woodman, Inc. for Phase 3 construction engineering services for the Water Treatment Control Plant System (WTCPS) Demolition and Chlorination System Replacement.

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

**VOTE ON MOTION #5**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(6) AGREEMENT FOR CONSULTANT SERVICES - WESTMONT COMPREHENSIVE PLAN & DOWNTOWN STREETScape MASTER PLAN**

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

Motion by **Trustee Plowman** for the Board to consider an ordinance approving an agreement with The Lamar Johnson Collaborative Inc. and sub-consultants Krueck Sexton Partners and Gewalt Hamilton Associates, Inc., to prepare a Comprehensive Plan; and to prepare a Downtown Streetscape Master Plan.

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

**VOTE ON MOTION #6**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(7) SPECIAL COUNSEL APPOINTMENT**

**Attorney Zemenak** addressed the Village Board on this item.

Motion by **Trustee Parrilli** to consider an ordinance confirming the Mayor's appointment of attorney Charles Rohde as special counsel to the Village for criminal appellate court work.

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

**VOTE ON MOTION #7**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(8) AMENDMENT TO AGREEMENT WITH METRO PARAMEDIC SERVICES**

**Fire Chief Riley** addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving a Fourth Amendment to the Public-Private Partnership Agreement for EMS/Firefighting Staffing with Metro Paramedic Services, Inc.

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

**VOTE ON MOTION #8**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(9) LIONS CLUB - SPRING FLING 2026**

**Assistant Village Manager Parker, Dan Buczkowski, and Rick Martin** addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider a motion awarding a Hotel / Motel Grant in the amount of \$2,500 to the Westmont Lions Club for the Spring Fling Event.

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

**VOTE ON MOTION #9**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**(10) LIONS CLUB - ANNIVERSARY FIREWORKS**

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

Motion by **Trustee Liddle** for the Board to consider a motion awarding a Hotel/Motel Grant, in the amount of \$2,500, to the Westmont Lions Club for the Lions Club Anniversary Fireworks Event, in connection with the Spring Fling Event.

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

**VOTE ON MOTION #10**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**MISCELLANEOUS**

- None

**(11) ADJOURNMENT - 6:41 pm**

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

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

**VOTE ON MOTION #11**

Ayes: Barker, Guzzo, Liddle, Parrilli, Plowman

Nays: None

Absent: Scales

**MEETING ADJOURNED AT 6:41 P.M.**

**ATTEST:**

**APPROVED:**

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

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

Dated this 30th day of April, 2026



# Village of Westmont

# Purchase Order

PO Date: 2026-03-27

Page: 1 of 1

### Bill To:

INFORMATION TECHNOLOGY  
31 W QUINCY  
WESTMONT, IL 60559  
Phone: 630-981-6240 EXT 2

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

Purchase Order # **26200764**

### Vendor:

TYLER TECHNOLOGIES, INC.  
P.O. BOX 203556  
DALLAS, TX 75320-3556  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100358	800-772-2260					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	ERP Licensing & Support-2026 (Simultaneous Pymt) ERP Licensing & Support - Calendar Year 2026 GL Account: 0151160 - 58062 - 1GOV Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6240 EXT 2	1.0	EACH	\$88,403.11	\$88,403.11	

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$88,403.11**

\*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.



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# INVOICE

Document No. CI100-00228852	Date 11/01/25	Page 1 of 3
--------------------------------	------------------	----------------

**Questions:**  
 Phone: 1-800-772-2260 Press 2  
 Email: ar@tylertech.com



Bill To: WESTMONT, IL VILLAGE OF  
 ATTN: GLEN RONALD LILJEBERG  
 31 W. QUINCY STREET  
 WESTMONT, IL 60559-1897

Delivery To: WESTMONT, IL VILLAGE OF  
 ATTN: GLEN RONALD LILJEBERG  
 31 W. QUINCY STREET  
 WESTMONT, IL 60559-1897

<b>Cust #</b> 51976	<b>Bill to Address ID</b> LOC000032100	<b>Delivery Address ID</b> LOC000032100	<b>Currency</b> USD	<b>Terms</b> Net45	<b>Due Date</b> 12/16/2025
<b>Cust PO#</b>	<b>Sales Order</b> SBI1000-000000816		<b>Billing Schedule</b> 200-2018102292		

Contract Date	Description	Quantity	Unit Price	Extended Price
08/19/24	Annual Rental, Credit Card Device, Lane 7000 - Chase 12/29/2025 - 12/28/2026	4	\$276.00	\$1,104.00
08/19/24	Payments PCI Service Fee (Per Device) 12/29/2025 - 12/28/2026	4	\$180.00	\$720.00
<del>01/31/24</del>	<del>Payments PCI Service Fee (Per Device)</del> <del>12/29/2025 - 12/28/2026</del> Duplicate Reported to Joe Parent	<del>4</del>	<del>\$180.00</del>	<del>\$720.00</del>
02/26/19	SUPPORT & UPDATE LICENSING - INVENTORY 12/29/2025 - 12/28/2026	1	\$1,758.90	\$1,758.90
01/27/18	SUPPORT & UPDATE LICENSING - CAPITAL ASSETS 12/29/2025 - 12/28/2026	1	\$1,894.19	\$1,894.19
01/27/18	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE 12/29/2025 - 12/28/2026	1	\$1,623.58	\$1,623.58
01/27/18	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING 12/29/2025 - 12/28/2026	1	\$1,475.99	\$1,475.99
01/27/18	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING 12/29/2025 - 12/28/2026	1	\$6,740.34	\$6,740.34
01/27/18	EnerGov Support - IG Workforce Apps 12/29/2025 - 12/28/2026	1	\$2,459.97	\$2,459.97
01/27/18	SUPPORT & UPDATE LICENSING - BID MANAGEMENT 12/29/2025 - 12/28/2026	1	\$811.80	\$811.80
01/27/18	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT 12/29/2025 - 12/28/2026	1	\$1,229.99	\$1,229.99
01/27/18	EnerGov Support - PLM 12/29/2025 - 12/28/2026	1	\$3,542.36	\$3,542.36
01/27/18	SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION 12/29/2025 - 12/28/2026	1	\$676.50	\$676.50
01/27/18	EnerGov Support - Licensing & Regulatory Management Suite 12/29/2025 - 12/28/2026	1	\$4,919.96	\$4,919.96



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# INVOICE

<b>Document No.</b> CI100-00228852	<b>Date</b> 11/01/25	<b>Page</b> 2 of 3
---------------------------------------	-------------------------	-----------------------

**Questions:**  
 Phone: 1-800-772-2260 Press 2  
 Email: ar@tylertech.com

Contract Date	Description	Quantity	Unit Price	Extended Price
01/27/18	SUPPORT & UPDATE LICENSING - UB METER READER INTERFACE 12/29/2025 - 12/28/2026	1	\$676.50	\$676.50
01/27/18	SUPPORT & UPDATE LICENSING - GENERAL BILLING 12/29/2025 - 12/28/2026	1	\$738.00	\$738.00
01/27/18	EnerGov Support- Adv Server Extensions Bundle 12/29/2025 - 12/28/2026	1	\$2,623.98	\$2,623.98
01/27/18	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT 12/29/2025 - 12/28/2026	1	\$1,894.19	\$1,894.19
01/27/18	SUPPORT & UPDATE LICENSING - PURCHASING 12/29/2025 - 12/28/2026	1	\$3,124.18	\$3,124.18
01/27/18	EnerGov Support - Permits & Land Management Suite 12/29/2025 - 12/28/2026	1	\$12,299.91	\$12,299.91
01/27/18	EnerGov Support - IG Workforce 12/29/2025 - 12/28/2026	1	\$1,180.79	\$1,180.79
01/27/18	EnerGov Support - LRM 12/29/2025 - 12/28/2026	1	\$1,771.20	\$1,771.20
01/27/18	SUPPORT & UPDATE LICENSING - PAYROLL W/ESS 12/29/2025 - 12/28/2026	1	\$3,960.57	\$3,960.57
01/27/18	SUPPORT & UPDATE LICENSING - ASSET MAINTENANCE 12/29/2025 - 12/28/2026	1	\$3,935.97	\$3,935.97
01/27/18	EnerGov Report Toolkit - Maintenance 12/29/2025 - 12/28/2026	1	\$656.00	\$656.00
01/27/18	SUPPORT & UPDATE LICENSING - PARKING TICKETS HANDHELD INTERFACE 12/29/2025 - 12/28/2026	1	\$564.43	\$564.43
01/27/18	EnerGov Support - Citizens Self Service - PLM 12/29/2025 - 12/28/2026	1	\$2,623.98	\$2,623.98
01/27/18	EnerGov Support - Citizens Self Service - LRM 12/29/2025 - 12/28/2026	1	\$2,623.98	\$2,623.98
01/27/18	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT 12/29/2025 - 12/28/2026	1	\$1,366.67	\$1,366.67
01/27/18	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE 12/29/2025 - 12/28/2026	1	\$1,623.58	\$1,623.58
01/27/18	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE 12/29/2025 - 12/28/2026	1	\$3,443.98	\$3,443.98
01/27/18	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING 12/29/2025 - 12/28/2026	1	\$2,049.98	\$2,049.98
01/27/18	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP 12/29/2025 - 12/28/2026	1	\$7,133.96	\$7,133.96
01/27/18	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS 12/29/2025 - 12/28/2026	1	\$1,771.20	\$1,771.20



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# INVOICE

<b>Document No.</b> CI100-00228852	<b>Date</b> 11/01/25	<b>Page</b> 3 of 3
---------------------------------------	-------------------------	-----------------------

**Questions:**  
 Phone: 1-800-772-2260 Press 2  
 Email: ar@tylertech.com

Contract Date	Description	Quantity	Unit Price	Extended Price
01/27/18	SUPPORT & UPDATE LICENSING - RECRUITING 12/29/2025 - 12/28/2026	1	\$676.50	\$676.50
01/27/18	SUPPORT & UPDATE LICENSING - TYLER CASHIERING 12/29/2025 - 12/28/2026	1	\$2,705.98	\$2,705.98
05/15/25	<del>e-Reviews Maintenance</del> <del>12/29/2025 - 12/28/2026</del> <span style="color: red;">Not implemented; removal requested.</span>	1	<del>\$3,767.40</del>	<del>\$3,767.40</del>

<p align="center"><b>**ATTENTION**</b></p> <p align="center">Order your checks and forms from          Tyler Business Forms at 877-749-2090 or          Tylerbusinessforms.com to guarantee          100% compliance with your software.</p>	<b>Subtotal</b>	\$ <del>92,890.51</del>
	<b>Sales Tax</b>	\$0.00
	<b>Approved for Payment: \$ 88,403.11</b>	
	<b>Total</b>	\$ <del>92,890.51</del>



# Village of Westmont

# Purchase Order

PO Date: 2026-04-06

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 # **26200805**

**Vendor:**

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

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100409	815-464-9200	815-469-9700				
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	2026 F-250 4x4 SD Super Cab - Replacing #604 2026 F-250 4x4 SD Super Cab - Replacing #604 GL Account: 2552525 - 57096 - 1GOV Ship To: PUBLIC WORKS 155 E. BURLINGTON WESTMONT, IL 60559	1.0	EACH	\$60,145.00	\$60,145.00	

By: Spencer Parkes  
Authorized Signature

**PO Total \$60,145.00**

\*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.

Prepared for: , Village Of Westmont

---

2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 645

---



**Client Proposal**

Prepared by:  
THOMAS SULLIVAN  
Office: 815-464-9200  
Quote ID: westf250  
Date: 03/31/2026



**Prepared for:**

Village Of Westmont  
 Prepared by: THOMAS SULLIVAN  
 03/31/2026



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

**2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)**

Price Level: 645 | Quote ID: westf250

Major Equipment

(Based on selected options, shown at right)

- TorqShift 10-speed automatic
- \* Running boards
- \* Class V tow rating
- \* Front tires LT load rating: E
- \* Lock-up transmission
- \* Alternator Amps: 250A
- \* All-speed ABS and driveline traction control
- \* Battery rating: 750CCA
- \* Battery run down protection
- \* Fuel tank capacity: 34.00 gal.
- \* 8 inch primary display
- \* AM/FM
- \* SYNC 4 external memory control
- \* Wheelbase: 148.0"
- \* Axle capacity rear: 7,280 lbs.
- \* Axle capacity front: 6,000 lbs.
- \* Firm ride suspension
- \* Power door mirrors
- \* Manual folding door mirrors
- \* Daytime running lights

- Exterior: Oxford White
- Interior: Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat
- \* 17 x 7.5-inch front and rear argent steel wheels
- \* LT245/75RS17 AT BSW front and rear tires
- \* Overdrive transmission
- \* Transmission electronic control
- \* Stainless steel single exhaust
- \* Driver selectable rear locking differential
- \* Dual lead acid battery
- \* Injection Type: sequential MPI
- \* Steering wheel mounted audio controls
- \* AM/FM stereo radio
- \* Seek scan
- \* Vehicle body length: 238.2"
- \* Cab to axle: 39.9"
- \* Tire/wheel capacity rear: 6,390 lbs.
- \* Spring rating front: 5,990 lbs.
- \* Trip computer
- \* Heated driver and passenger side door mirrors
- \* DRL preference setting
- \* Light tinted windows

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$51,325.00
Order Code 600A	N/C
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift-G 10-Speed Automatic	Included
GVWR: 10,000 lb Payload Package	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
148" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
Ford Connectivity Package (1-Year Included)	Included
SYNC 4	Included
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Tires: LT245/75Rx17E BSW A/T	\$165.00
Electronic-Locking w/3.73 Axle Ratio	\$430.00
Platform Running Boards	\$445.00

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  
03/31/2026



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

**2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)**

Price Level: 645 | Quote ID: westf250

Major Equipment

- \* Variable intermittent front windshield wipers
- \* Rear under seat climate control ducts
- \* Seat mounted side impact driver airbag
- \* Seat mounted side impact front passenger airbag
- \* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- \* Fixed rear seats
- \* Front facing rear seat
- \* Height adjustable rear seat head restraints
- \* 3 rear seat head restraints
- \* 40-20-40 split-bench front seat
- \* Front passenger seat with 4-way directional controls
- \* Manual front seat head restraint control
- \* Front seat center armrest
- \* Manual reclining driver seat
- \* Manual reclining passenger seat
- \* Vinyl front seat upholstery
- \* Manual driver seat lumbar
- \* 4-wheel antilock (ABS) brakes
- \* Hill Start Assist
- \* Manual climate control
- \* Driver front impact airbag
- \* Cancellable front passenger air bag
- \* 6 airbags
- \* SecuriLock immobilizer
- \* 60-40 folding rear seats
- \* Fold-up rear seat cushion
- \* Manual rear seat head restraint control
- \* Split-bench rear seat
- \* Driver seat with 4-way directional controls
- \* Height adjustable front seat head restraints
- \* Split-bench front seat
- \* Front seat armrest storage
- \* Manual driver seat fore/aft control
- \* Manual passenger seat fore/aft control
- \* Vinyl front seatback upholstery
- \* 4-wheel disc brakes
- \* Brake assist system

As Configured Vehicle

	MSRP
Snow Plow Prep Package	\$350.00
Trailer Brake Controller	\$300.00
Upfitter Switches (6)	\$250.00
410 Amp Dual Alternators	\$215.00
Dual AGM 68 AH Battery	\$210.00
XL Chrome Package	\$425.00
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included
Chrome Rear Step Bumper	Included
Halogen Fog Lamps	Included
Tough Bed Spray-In Bedliner	\$625.00
<hr/>	
SUBTOTAL	\$54,740.00
Destination Charge	\$2,795.00
<hr/>	
<b>TOTAL</b>	<b>\$57,535.00</b>

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  
03/31/2026



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

2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 645 | Quote ID: westf250

*Fuel Economy*

**City**  
N/A



**Hwy**  
N/A

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

03/31/2026

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

**2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)**

Price Level: 645 | Quote ID: westff250

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
X2B	Base Vehicle Price (X2B)	\$51,325.00
<b>Packages</b>		
600A	<b>Order Code 600A</b> <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot. 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 50GB 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.</i> - SYNC 4 <i>Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	N/C
<b>Powertrain</b>		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included

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

03/31/2026

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

**2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)**

Price Level: 645 | Quote ID: westf250

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
<b>Other Options</b>		
148WB	148" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>  <i>Includes:</i> <i>- Ford Connectivity Package (1-Year Included)</i> <i>Includes unlimited Wi-Fi hotspot. 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 50GB 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.</i> <i>- SYNC 4</i> <i>Includes 8" center display, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	Included
96V	XL Chrome Package <i>Includes 4 pickup box tie-down plates.</i>  <i>Includes:</i> <i>- Bright Chrome Hub Covers &amp; Center Ornaments</i> <i>- Chrome Front Bumper</i> <i>- Chrome Rear Step Bumper</i> <i>- Halogen Fog Lamps</i>	\$425.00
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application. Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow. Note 3: Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details. Note 4: Tailgate removal kit with protective caps can be provided free of charge by your authorized dealer. Failure to install the protective caps results in damage to the electrical system not covered by the vehicle warranty. See owner's manual for details.</i>	\$350.00
86M	Dual AGM 68 AH Battery	\$210.00
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$215.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector.</i>	\$300.00
18B	Platform Running Boards	\$445.00

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

03/31/2026

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

**2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)**

Price Level: 645 | Quote ID: westff250

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$625.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$250.00

**Fleet Options**

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
--------	--	-----

Requires valid FIN code.

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

**Emissions**

425	50-State Emissions System	STD
-----	---------------------------	-----

**Exterior Color**

Z1_01	Oxford White	N/C
-------	--------------	-----

**Interior Color**

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
-------	---	-----

**Upfit Options**

2026-0012	8' Western Snow Plow <i>8' Western Snow Plow Pro Plus-Contractor Grade Hand Held Controller Snow Deflector</i>	\$9,487.00
2026-005	Title and Municipal Plates	\$203.00

SUBTOTAL	\$64,430.00
Destination Charge	\$2,795.00
<b>TOTAL</b>	<b>\$67,225.00</b>

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  
03/31/2026

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

2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 645 | Quote ID: westf250

# 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

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  
03/31/2026

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

2026 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 645 | Quote ID: westf250

## Pricing Summary - Single Vehicle

**MSRP**

*Vehicle Pricing*

Base Vehicle Price	\$51,325.00
Options	\$3,415.00
Colors	\$0.00
Upfitting	\$9,690.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
<b>Subtotal</b>	<b>\$67,225.00</b>

*Discount Adjustments*

Discount Adjustments	-\$7,080.00
<b>Total</b>	<b>\$60,145.00</b>

\_\_\_\_\_  
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: 2026-04-06

Page: 1 of 1

### Bill To:

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

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

Purchase Order # **26200804 - 01**

### Vendor:

CDW LLC  
230 N. MILWAUKEE AVENUE  
VERNON HILLS, IL 60061  
Email: [jhussein@cdwg.com](mailto:jhussein@cdwg.com) (Jay Hussein)

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100722	312-706-8812					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Replacement CCTV Server Storage Hardware <b>MODIFIED:</b> Replacement CCTV Server Storage Hardware GL Account: 3053011 - 57082 - 1GOV \$56,500.00 Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: <a href="mailto:it@westmont.il.gov">it@westmont.il.gov</a> Phone: 630-981-6240 EXT 2	1.0	EACH	\$56,500.00	\$56,500.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$56,500.00**

\*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.



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

### Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

**FRED STEPHANI,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTSC479	2/26/2026	SUPERMICRO	0419832	<b>\$56,500.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">SUPERMICRO CUST 6505P 4X64GB WRK</a>	1	9090370	\$56,500.00	\$56,500.00

Mfg. Part#: CDW022526-5404  
Contract: OMNIA Mesa 2024056-01 (2024056-01)

<b>SUBTOTAL</b>	\$56,500.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$56,500.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> VILLAGE OF WESTMONT ACCOUNTS PAYABL 31 W QUINCY ST WESTMONT, IL 60559-1897 <b>Phone:</b> (630) 981-6200 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> VILLAGE OF WESTMONT FRED STEPHANI 31 W QUINCY ST WESTMONT, IL 60559-1897 <b>Phone:</b> (630) 981-6200 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	



### Sales Contact Info

**Fede Guerra** | 800.808.4239 | [fede.guerra@cdwg.com](mailto:fede.guerra@cdwg.com)

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



# Village of Westmont

# Purchase Order

PO Date: 2026-04-09

Page: 1 of: 1

### Bill To:

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

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

Purchase Order # **26200828**

### Vendor:

DuPage Convention and Visitors Bureau  
900 Jorie Boulevard  
Suite 122  
Oak Brook, IL 60523

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100179	630-575-8070					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	Membership Dues for 2026 Membership Dues for 2026, calculated on 2025 collections. GL Account: 0550512 - 58048 - 21&I Ship To: ADMINISTRATION 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6216	1.0	EACH	\$46,123.92	\$46,123.92	

By: Spencer Parkes  
Authorized Signature

**PO Total \$46,123.92**

\*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.



**DuPage Convention and Visitors Bureau**  
 900 JORIE BLVD. STE 122  
 OAK BROOK, IL 60523  
 +16305758070  
 www.discoverdupage.com

# INVOICE

**BILL TO**

Village of Westmont  
 attn: Accounts Payable  
 31 W. Quincy Street  
 Westmont, IL 60559

**INVOICE #** 2026-1733  
**DATE** 03/13/2026  
**DUE DATE** 04/12/2026  
**TERMS** Net 30 Days

DESCRIPTION	QTY	RATE	AMOUNT
Municipality Dues - FY26 - (based on Jan 2025 - Dec 2025 collections)	1	46,123.92	46,123.92

Thank you for Supporting the DuPage Convention & Visitors Bureau!

**BALANCE DUE**

**\$46,123.92**

To pay via ACH, please use the following details:  
 Routing Number: 071025661  
 Account Number: 4834827216  
 Include the Invoice number with your payment  
 Email Remittance to: [accounting@discoverdupage.com](mailto:accounting@discoverdupage.com)



# Village of Westmont

# Purchase Order

PO Date: 2026-04-24

Page: 1 of: 1

### Bill To:

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

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

Purchase Order # **26200960**

### Vendor:

SB Friedman Development Advisors, LLC  
70 W. Madison Street  
Suite 3700  
Chicago, IL 60602  
Email: [info@sbfriedman.com](mailto:info@sbfriedman.com)

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101734	312-384-2403					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	TIF Advisory Services TIF & Development Advisory Services GL Account: 8258282 - 55031 - 4EDV GL Account: 8358383 - 55031 - 4EDV  Ship To: ADMINISTRATION 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6216	1.0	EACH	\$50,000.00	\$50,000.00	
				\$10,000.00		
				\$40,000.00		

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$50,000.00**

\*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.

March 18, 2025

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

**Re: Request for Hourly Fee Authorization –TIF & Development Advisory Services**

SB Friedman Development Advisors, LLC (“SB Friedman”) is pleased to continue to support the Village of Westmont (the “Village”) on economic development matters. SB Friedman requests fee authorization to continue to provide tax increment financing (“TIF”) and development advisory services (“DAS”) to the Village on an hourly basis related to the Village’s central and south business districts. Key areas of work could include:

- Analyzing equalized assessed value (“EAV”) trends
- Evaluating financial performance of TIF districts
- Forecasting tax revenue scenarios
- Providing guidance to optimize TIF resources
- Preparing amendment documents for existing TIF districts
- Providing term sheet and/or redevelopment agreement negotiation support
- Evaluating additional developer proposals
- Documenting our findings
- Participating in calls and/or meetings with Village staff, the Village attorney, developers and others
- Presenting to the Village Board

We will work with the Village to define specific work plans in ways that are most useful to Village staff and elected officials. Professional fees for these services will be based on the time required at our current billing rates and will not exceed **\$50,000** without your prior authorization.

The following 2026 hourly DAS rates apply to this assignment:

- |                          |       |                      |       |
|--------------------------|-------|----------------------|-------|
| • Partner                | \$460 | • Project Manager    | \$285 |
| • Senior Vice President  | \$440 | • Senior Associate   | \$245 |
| • Vice President         | \$335 | • Associate          | \$225 |
| • Senior Project Manager | \$305 | • Research Associate | \$205 |

These rates will be in effect until December 31, 2026. Out-of-pocket expenses such as publications, outside data, use of owned or licensed databases, report production, and travel costs for field work, are included in this estimate and will be billed as incurred without markup.

This engagement would not be conditioned upon or subject to any other services that SB Friedman may be providing to the Village. Payment of the professional fees herein is not dependent on the content of our findings or the success of any specific project.

Invoices will be rendered no more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days. If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

## Acceptance Procedures

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

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

Sincerely,



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

**Accepted:**

_____	
Signature	Date
_____	
Name / Village of Westmont	Title

## Limitations of Engagement

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

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

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

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



# Village of Westmont

# Purchase Order

PO Date: 2026-04-24

Page: 1 of 1

### Bill To:

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

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

Purchase Order # **26200934**

### Vendor:

SB Friedman Development Advisors, LLC  
70 W. Madison Street  
Suite 3700  
Chicago, IL 60602  
Email: [info@sbfriedman.com](mailto:info@sbfriedman.com)

### Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101734	312-384-2403					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	South TIF Designation South TIF Designation GL Account: 8258282 - 55031 - 4EDV Ship To: ADMINISTRATION 31 W QUINCY WESTMONT, IL 60559 Phone: 630-981-6216	1.0	EACH	\$36,628.00	\$36,628.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total** **\$36,628.00**

\*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.

March 18, 2025

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

**Re: Proposal – S. Cass TIF Designation**

Pursuant to our recent discussions, SB Friedman Development Advisors, LLC (SB Friedman) is pleased to present this proposal to the Village of Westmont (Village) to provide tax increment financing (TIF) consulting services related to a proposed TIF district. This letter outlines our proposed scope of services, timeframe and fees to determine the eligibility of a potential TIF district centered around the intersection of S. Cass Avenue and 63rd Street in the village. Pending confirmation of eligibility, we will then prepare a redevelopment plan and provide designation support for the TIF district.

## Background and Approach

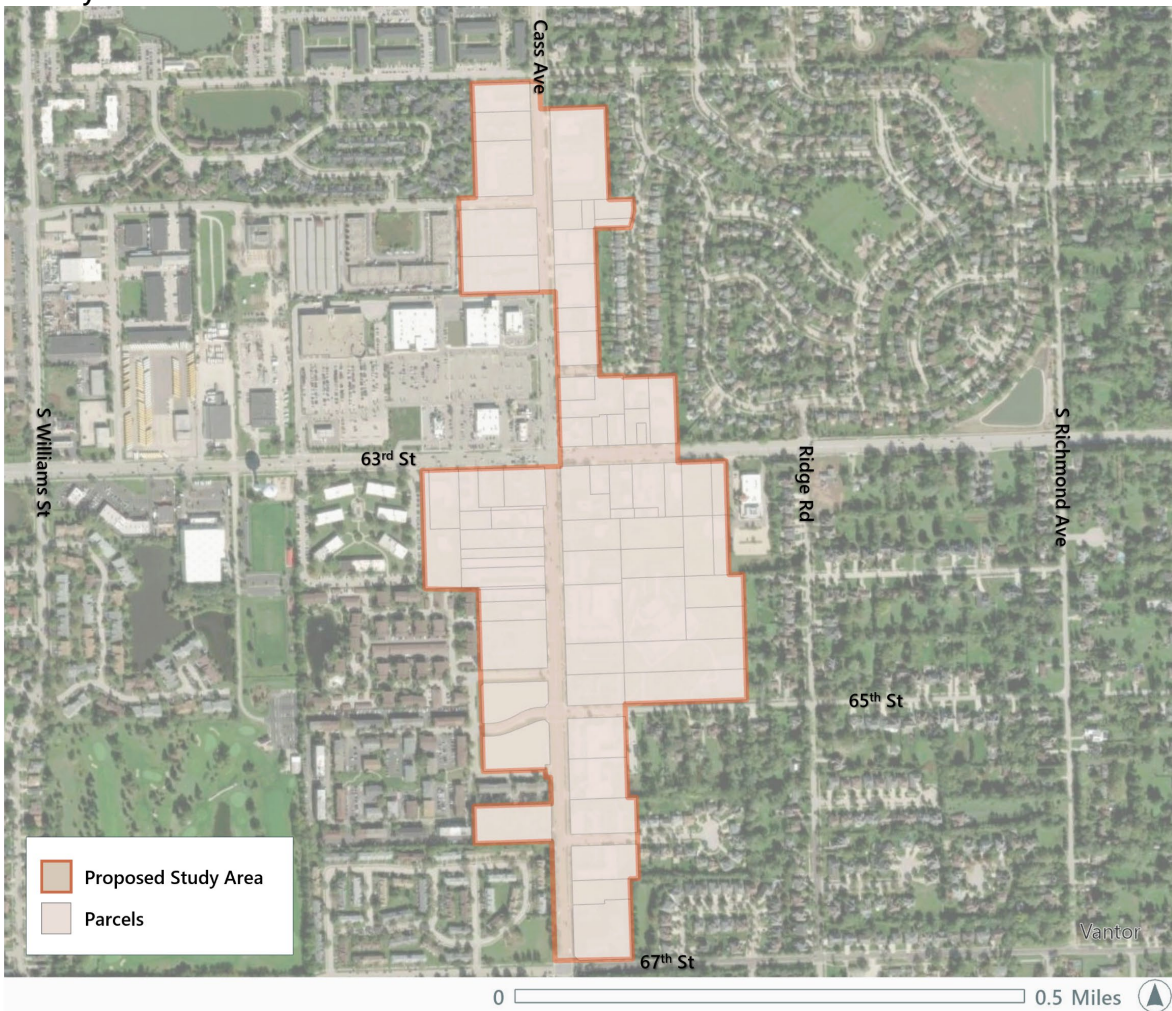
It is our understanding the Village seeks to encourage private investment and support development around the intersection of South Cass Avenue and 63<sup>rd</sup> Street in the Village (the “Study Area”). The Study Area comprises 87 parcels on approximately 85 acres, as shown on **Figure 1** on the following page. It is our understanding that a portion of the proposed Study Area is located within the South Westmont Business District TIF District (“SWBD TIF District”), established in 2013, and that the Village intends to amend the SWBD TIF District to remove those parcels prior to establishing the proposed Study Areas as a TIF district.

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

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

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

Figure 1. Study Area



## Scope of Services

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

### PHASE 1. CONDUCT TIF ELIGIBILITY RECONNAISSANCE STUDY

#### 1) Conduct Project Kickoff Call

We will conduct a call with the Village and legal counsel to:

- Confirm the Study Area boundary;
- Review existing documents compiled by the Village, including the first and current comprehensive plans and current zoning map;
- Identify additional key sources of data that we will need for our analysis;
- Confirm the assumptions to be used in developing the TIF budget, goals and objectives, and the projections of future incremental property taxes; and
- Confirm SB Friedman, Village staff and legal counsel responsibilities.

#### 2) Obtain and Review Background Data. We will pursue key data to determine whether the Study Area qualifies for TIF district designation under the Illinois TIF Act. To complete our eligibility analysis, we will:

- Obtain current GIS parcel shape files and/or existing base maps from the Village and/or Cook County, and prepare internal base maps;
- Obtain and review building age data (if any);
- Obtain and review five-year history of building permit data for parcels within the Study Area;
- Obtain information about infrastructure age and condition from Village staff and others;
- Conduct preliminary research regarding flooding in and around the Village and coordinate with an engineer to request a formal flooding study;
- Prepare property identification number (PIN) list, and order and enter taxpayer and six-year history of equalized assessed value (EAV) for the Study Area and Village; and
- Enter, proof and map eligibility criteria, as required.

#### 3) Prepare Preliminary Study Area Map and PIN List. We will prepare a map and PIN list of the proposed Study Area identifying improved, vacant and residential parcels. We will conduct up to two calls with the Village to discuss the optimal preliminary boundary of the proposed TIF district accounting for redevelopment goals, contiguity and other considerations.

#### 4) Conduct Fieldwork. We will conduct field research for the Study Area to document field-observable eligibility factors. We anticipate one full day of field research in the Village for two staff members, including travel time and collection of addresses that will be needed for required noticing.

#### 5) Analyze EAV Growth. We will analyze the growth in EAV over the past six years (five year-to-year periods) and compare Study Area growth to Village growth and Consumer Price Index (CPI) growth over those periods.

- 6) **Analyze Additional Eligibility Factors/Required Findings and Tests.** Based on our field research and other data, we will assess the presence and distribution of factors to establish eligibility and to meet the “but for” and “lack of growth through private investment” requirements, as outlined in the Illinois TIF Act. The eligibility findings and boundaries will be documented in a series of maps for the Study Area.
- 7) **Prepare Eligibility Study Summary.** We will prepare an Eligibility Study summary documenting the findings of our eligibility research, including maps and tables.
- 8) **Conduct Call with Village to Discuss Findings and Boundary.** We will conduct a call with the Village to discuss our findings from previous tasks and provide recommendations.

## PHASE 2. FINALIZE ELIGIBILITY RESEARCH AND PREPARE DOCUMENTATION

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

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

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

### PHASE 3. SUPPORT PUBLIC APPROVAL PROCESS

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

13) **Create Mailing Lists for Noticing.** The Illinois TIF Act requires that municipalities make a good faith effort to provide notice of the availability of the plan and how to obtain it by mail to all residential addresses within 750 feet of the boundary of any proposed TIF district. We will prepare a map identifying this buffer area. Our initial fieldwork (step 4) will inform this process. Additionally, we will prepare other mailing lists for noticing, as required by the Illinois TIF Act. Our proposed scope includes preparation of the following mailing lists:

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

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

14) **Support Noticing Process.** We assume that the Village will print and prepare the mailings and publish required notices in local newspapers. We will coordinate with the Village to ensure all mailing addresses are provided in a timely fashion.

We assume that the Village's legal counsel will establish and manage a timeline for mailings, meetings and noticing based on the Illinois TIF Act, the overall project timeline, newspaper publishing dates, and the Village Board meeting schedule.

15) **Present Findings at Joint Review Board Meeting and Public Hearing.** We will attend and, as appropriate, make presentations at the two key meetings that are part of the review process as outlined in the Illinois TIF Act. These meetings include the Joint Review Board Meeting and the Public Hearing, both of which we assume will be held in person. We are available for additional meetings or public presentations on an hourly basis at the billing rates provided in Section 6.

## Timeline

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

## Professional Fees

Professional fees for our services will be based on the time required at the then-current billing rates of the SB Friedman personnel assigned to the project. The scope of the engagement and our experience with similar services indicate that our professional fees and expenses will total approximately **\$36,628**, as shown in the detailed budget below.

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

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

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

Actual billings will be based on time expended as follows:

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

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

**Detailed Budget**

TASK	TOTAL	Senior Vice President \$386	Senior Project Manager \$284	Associate \$218
<b>Phase 1: Conduct TIF Eligibility Reconnaissance Study</b>				
1 Conduct Project Kickoff Call	\$888	1	1	1
2 Obtain and Review Background Data	\$1,633	0.5	2	4
3 Prepare Preliminary Study Area Map and PIN List	\$913	0.5	1	2
4 Conduct Fieldwork	\$4,645	0.5	8	10
5 Analyze EAV Growth	\$1,253	0.25	1	4
6 Analyze Additional Eligibility Factors/Required Findings and Tests	\$3,266	1	4	8
7 Prepare Eligibility Study Summary	\$3,652	2	4	8
8 Conduct Call with Village to Discuss Findings and Boundary	\$888	1	1	1
<b>Phase 2: Finalize Eligibility Research and Prepare Redevelopment Plan and Project</b>				
9 Prepare Maps of the Proposed TIF District	\$2,409	0.25	2	8
10 Prepare TIF Projections	\$1,537	0.25	2	4
11 Obtain and Proof Boundary Legal Description	\$1,101	0.25	2	2
12 Prepare Final Plan Documentation	\$5,092	2	6	12
<b>Phase 3: Support Public Approval Process</b>				
13 Create Mailing Lists for Noticing	\$2,505	0.5	2	8
14 Support Noticing Process	\$888	1	1	1
15 Present Findings at Joint Review Board and Public Hearing	\$5,360	8	8	comp
<b>Total Hours</b>	<b>137</b>	<b>19</b>	<b>45</b>	<b>73</b>
<b>Total Professional Fees</b>	<b>\$36,028</b>	<b>\$7,334</b>	<b>\$12,780</b>	<b>\$15,914</b>
Reimbursable Expense Estimate	\$600			
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$36,628</b>			

*Allowance for Boundary Legal Description  
Mailing Costs and Title Company Tax Delinquency Research*

*Assumed incurred directly by Village  
Assumed incurred directly by Village*

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

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

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

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

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

## Acceptance Procedures

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

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

Sincerely,



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

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Village of Westmont

\_\_\_\_\_  
Title

## Limitations of Engagement

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

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

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

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

**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 # **26200854**

**Vendor:**

GPS Insight, Inc.  
 GPS Insight, Clearpath GPS Inc, ServiceBridge, Rhino  
 Fleet Tracking, Street  
 7201 E Henkel Way  
 Suite 400  
 Scottsdale, AZ 85255

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101751	480-663-9474					
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	ClearPathGPS Services All-in-One Monitoring GL Account: 0151160 - 58061 - 1GOV Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	46.0	EACH	\$504.00	\$23,184.00	
2	Asset Tracking (Wired) + Installation GL Account: 0151160 - 58061 - 1GOV Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2	14.0	EACH	\$240.00	\$3,360.00	

By: Spencer Parkes  
 Authorized Signature

**PO Total \$26,544.00**

\*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.



GPS Insight, Inc  
 7201 E Henkel Way  
 #400  
 Scottsdale AZ 85255

Quote #Q-44750  
 1/8/2026

**Bill To**

Village of Westmont  
 31 W Quincy St,  
 Westmont, Illinois, 60559,  
 United States

**Ship To**

Village of Westmont  
 31 West Quincy Street,  
 Westmont, Illinois, 60559,  
 United States

Sales Rep	Sales Rep Phone	Sales Rep Email	Agreement Term
Alissa Hogan	(480) 663-9474	<a href="mailto:alissa.hogan@gpsinsight.com">alissa.hogan@gpsinsight.com</a>	3 Year
Payment Method Due at Signing	Recurring Payment Method	Shipping Method	Shipping Cost
		FedEx 2Day	USD 0.00

Customer Memo

T-Mobile Discounted rate including Professional Installation. Village of Westmont will be invoiced Monthly on NET60 terms or can be invoiced on an annual basis.

Recurring Charges				
Item	Quantity	Billing Frequency	Rate	Amount
<b>All-In-One Monitoring</b>	46	Annually	USD 504.00	USD 23,184.00
All-In-One Monitoring				
<b>Asset Tracking (Wired) + Installation</b>	14	Annually	USD 240.00	USD 3,360.00
Asset Tracking (Wired) + Installation				
	Subtotal			USD 26,544.00
	Total			

Hardware and Other Charges			
Item	Quantity	Rate	Amount
<b>All-In-One Dashcam and GPS Tracker (OBD)</b>	46	USD 0.00	USD 0.00
All-In-One Dashcam and GPS Tracker (OBD)			
<b>Asset Tracker (Wired)</b>	14	USD 0.00	USD 0.00
Asset Tracker (Wired)			
<b>Tariff: Asset Tracker</b>	14	USD 0.00	USD 0.00
Tariff Pass-through			
	Subtotal		USD 0.00



GPS Insight, Inc  
 7201 E Henkel Way  
 #400  
 Scottsdale AZ 85255

Quote #Q-44750  
 1/8/2026

Subtotal USD 0.00

**Billed Upon Signing**

	Amount
Hardware and Other Charges	USD 0.00
Total Due	USD 0.00

**Install Estimate**

Estimated fees for professional installation to be invoiced as work is completed. Additional fees, including any service, trip, or other fee as described in the Requirements section of Professional Installation Terms and Conditions, may be charged as required. GPS Insight reserves the right to charge for fees designated as "Waived" if Requirements are not followed. See Standard Installation Fees for rates.

Based on a standard 8 hour workday, it's estimated that your project will take **0** days to complete.

Item	Quantity	Rate	Amount
<b>Onsite Installation</b>	60	USD 0.00	USD 0.00
Onsite Installation			



GPS Insight, Inc  
7201 E Henkel Way  
#400  
Scottsdale AZ 85255

Quote #Q-44750  
1/8/2026

## GPS Insight Monitoring Agreement

Prior to order being shipped, the following information is required to be completed. Please fill out the appropriate information on the secure following link: [Credit Card Information](#)

### Versapay Customer Portal Guide

**BY SIGNING BELOW, EACH PARTY HERETO ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ABOVE REFERENCED MONITORING AGREEMENT AND TERMS AND CONDITIONS ASSOCIATED THEREWITH, AND FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE STRICTLY BOUND THEREBY.**

Name James Gunther  
Title Westmont Village Manager  
Date Jan 9, 2026

Signature James Gunther

## 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"), 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. In addition, either party may terminate this Agreement due to a breach of this Agreement. Prior to terminating the Agreement due to a breach, the non-breaching party must provide thirty (30) days' advance written notice to the other party which identifies the breach and which provides the other party with thirty (30) days to cure the breach. If the breach is uncured by the end of this thirty (30) day period, the termination shall automatically become effective. Upon such termination for cause, any prepaid fees by Customer shall be returned, prorated to the effective date of termination.

**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, except as otherwise provided herein. 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. Prior to disabling access, ClearPathGPS must comply with the notice of breach provisions set forth above in the section titled "Termination for Cause."

## 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.



**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

P26\_\_\_\_\_, Village of Westmont  
**DuPage County River Sweep  
PROCLAMATION**  
DuPage County River Sweep,

**WHEREAS**, the Village of Westmont recognizes that ongoing stream cleaning is essential to preserve the waterways of DuPage County and Northeastern Illinois; and

**WHEREAS**, the DuPage County River Sweep is a countywide stream cleanup held just prior to American Rivers Month, in June; and

**WHEREAS**, the purpose of the River Sweep is to encourage citizens and volunteer groups to “sweep our rivers clean” by picking up debris in and along our waterways; and

**WHEREAS**, stream cleaning efforts have been highly successful with more than 8,180 volunteers removing more than 210 tons of solid waste from DuPage County streams since 1991; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Westmont congratulate The Conservation Foundation on the 34 successful years for this event; and

**NOW, THEREFORE Be It Proclaimed**, that all the residents of the Village of Westmont are encouraged to make a difference in the quality of water in the area, and are further urged to support and participate in the DuPage County River Sweep 2026 on Saturday, April 18, 2026.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village to be affixed this 16th day of April, 2026.

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

Attest: \_\_\_\_\_  
Amanda Szynski  
Village Clerk



**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

P26\_\_\_\_\_, Village of Westmont  
**DuPage County River Sweep  
PROCLAMATION**  
DuPage County River Sweep,

**WHEREAS**, the Village of Westmont recognizes that ongoing stream cleaning is essential to preserve the waterways of DuPage County and Northeastern Illinois; and

**WHEREAS**, the DuPage County River Sweep is a countywide stream cleanup held just prior to American Rivers Month, in June; and

**WHEREAS**, the purpose of the River Sweep is to encourage citizens and volunteer groups to “sweep our rivers clean” by picking up debris in and along our waterways; and

**WHEREAS**, stream cleaning efforts have been highly successful with more than 8,180 volunteers removing more than 210 tons of solid waste from DuPage County streams since 1991; and

**WHEREAS**, the Mayor and Board of Trustees of the Village of Westmont congratulate The Conservation Foundation on the 34 successful years for this event; and

**NOW, THEREFORE Be It Proclaimed**, that all the residents of the Village of Westmont are encouraged to make a difference in the quality of water in the area, and are further urged to support and participate in the DuPage County River Sweep 2026 on Saturday, April 18, 2026.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village to be affixed this 16th day of April, 2026.

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

Attest: \_\_\_\_\_  
Amanda Szynski  
Village Clerk

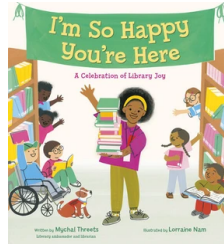


**Village of Westmont  
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**P26 \_\_\_\_\_, Village of Westmont  
Proclamation-National Library Week**



**Find Your Joy!  
April 19-25, 2026**

**WHEREAS**, Millions of people across the country visit their libraries every week. What’s the draw? Everything!; and,

**WHEREAS**, libraries are at the heart of cities, towns, and schools; the cornerstone of democracy; and,

**WHEREAS**, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

**WHEREAS**, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression;

**WHEREAS**, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

**NOW, THEREFORE**, be it resolved that I, Steven T. Nero, Mayor of Westmont, do hereby proclaim in the Village of Westmont, National Library Week, April 19-25, 2026. I encourage all residents to visit the Westmont Public Library and explore the services and collections that are offered. Don’t forget to thank a librarian!

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of April 2026.

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

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

Attest: \_\_\_\_\_  
Amanda Szymiski, Village Clerk



**Village of Westmont  
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**P26-\_\_\_\_\_, Village of Westmont  
National Volunteer Week Proclamation**

**VOLUNTEER**



**April 19-25, 2026**

**Whereas**, the Village of Westmont is home to an amazing group of volunteers; and,

**Whereas**, Westmont volunteers are the greatest assets, building a stronger community; and,

**Whereas**, Westmont, has numerous community organizations run by volunteers: Friends of the Library, Westmont Lions Club, Westmont Rotary Club, Westmont Special Events Corporation, Westmont Chamber of Commerce and Tourism Bureau, People’s Resource Center, American Legion, Scouting Troops and more; and,

**Whereas**, the Westmont Emergency Management Agency (EMA's), Citizens Police Academy Alumni, and the Citizens Fire Academy Alumni are organizations that thrive on volunteerism and directly help the residents; and,

**Whereas**, volunteers will always be the heart of our community, making Westmont a great place to live, work, and play; and,

**NOW THEREFORE, I**, Steven T. Nero, by virtue of the authority vested in me as **Mayor of the Village of Westmont** do hereby announce and proclaim to all citizens and set seal hereto, declare April 19-25, 2026 as **National Volunteer Week** in the Village of Westmont.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 16th day of April, 2026.

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

Approve: \_\_\_\_\_

Steven T. Nero, Mayor

Attest: \_\_\_\_\_

Amanda Szymiski, Village Clerk



**Village of Westmont**

**ADMINISTRATION**

Village Clerk

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

P26-\_\_\_\_\_

**Proclamation**



**Whereas,** J. Sterling Morton, in 1872 began planting trees, over 100, in Nebraska to urge Americans to practice conservation.,

**Whereas,** Arbor Day is now observed in the Village of Westmont, throughout the nation and the world; and

**Whereas,** trees are an important infrastructure that are a renewable resource; and

**Whereas,** trees reduce erosion, cut heating costs, moderate the temperature, clean the air, provide habitat for wildlife; and

**Whereas,** Science has found that younger trees are more efficient in sequestering carbon, and trees are a renewable resource; and

**Whereas,** trees in our village increase property values, enhance the economic viability of business areas, and beautify our community; and

**Whereas,** the Village of Westmont has been recognized as a Tree City USA for thirty (30) consecutive years.

Now, therefore, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim **April 24, 2026** as Arbor Day in the Village of Westmont, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees, woodlands, and urban forest.

Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on this **16th day of April 2026.**

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

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

Attest: \_\_\_\_\_  
Amanda Szynski, Clerk



**Village of Westmont  
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

P26-\_\_\_\_ Village of Westmont  
**Proclamation - Municipal Clerks Week**



**May 3-9, 2026**

**WHEREAS**, The Office of the Municipal Clerk, is a time-honored and vital part of local government that exists throughout the world; **and**,

**WHEREAS**, The Office of the Municipal Clerk is the oldest among public servants, **and**,

**WHEREAS**, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, **and**,

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; **and**,

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Village Clerk through participation in educational programs, seminars, workshops and the annual meetings of their county, state, country and international professional association; **and**,

**NOW THEREFORE**, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim:

**May 3-9, 2026 as MUNICIPAL CLERKS WEEK**

In the Village of Westmont and further extend appreciation to our own **Municipal Clerk, Amanda Szynski & Deputy Clerk Alicja Richards** and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 30th day of April, 2026.

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

BY:

ATTEST:

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

\_\_\_\_\_  
Patti Mielcarski, Government Services Director



**Village of Westmont  
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

P26-\_\_\_\_\_

**Village of Westmont  
TAIWANESE AMERICAN HERITAGE WEEK  
May 10-17, 2026**

**WHEREAS**, America has been continually renewed and enriched by the many different people who choose to come here and become our fellow citizens; **and**,

**WHEREAS**, each brought part of their own heritage, which over time became part of our common heritage; **and**,

**WHEREAS**, generations of Asian Americans have helped make America what it is today; **and**,

**WHEREAS**, there are more than 700,000 Taiwanese Americans in the United States, with a significant Taiwanese American population in the Village of Westmont; **and**,

**WHEREAS**, Taiwanese Americans have made enormous contributions to the diversity and prosperity of American society, consistently contributing to the promotion of democracy and security of their homeland; **and**,

**WHEREAS**, Taiwanese Americans have succeeded as notable artists, Nobel Laureate scientists, researchers, scholars, professors, human rights activists, and business leaders; **and**,

**WHEREAS**, Taiwanese Americans are proud of their roots and heritage defined by a quest for freedom, democracy, and self-determination; **and**,

**WHEREAS**, the year of 2026 marks the 47th anniversary of the enactment into law of the 1979 "Taiwan Relations Act," which – together with the 1982 "Six Assurances" – forms the cornerstone of U.S.-Taiwan relations;

**WHEREAS**, this week recognizes the longstanding friendship between the United States and Taiwan and the friendship between the Village of Westmont and Taiwan; **and**,

**THEREFORE**, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim May 10-17, 2026 as **Taiwanese American Heritage Week in the Village of Westmont**.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 30st day of April 2026.

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

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

Attest: \_\_\_\_\_  
Amanda Szymiski  
Village Clerk



# Village of Westmont ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

administration@westmont.il.gov | 630-981-6210

westmont.illinois.gov | 630-981-6200

P26- \_\_\_\_\_

## National Police Week - May 10 thru May 16, 2026



*In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.*

**WHEREAS**, there are over 700,000 sworn law enforcement officers serving all communities across the United States, including the dedicated members of the Westmont Police Department;**and**,

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38<sup>th</sup> Candlelight Vigil, on the evening of May 13, 2026; **and**,

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which will be observed this year from May 10th-16th; **and, and**,

**THEREFORE**, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby proclaim May 10th thru May 16th as Police Week in the Village of Westmont, and May 15th as Peace Officers Memorial Day. We publicly salute the service of the men and women of the Westmont Police Department and those law enforcement officers protecting us in all communities across this great nation.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 30th day of April, 2026.

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

\_\_\_\_\_  
Steven T. Nero - Mayor

\_\_\_\_\_  
Amanda Szymiski - Village Clerk



**Village of Westmont  
ADMINISTRATION**

**Village Clerk**  
31 West Quincy Street, Westmont, Illinois 60559

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

P26-\_\_\_\_\_, Village of Westmont

**PUBLIC SERVICE RECOGNITION WEEK**



**May 3-9, 2026**

**Honoring public servants and connecting citizens with their government**

**WHEREAS**, America’s dedicated public servants are the lifeblood of our democracy. These unsung heroes do the work that keeps our nation working; **and**,

**WHEREAS**, Celebrated since 1985, PSRW is a nationwide public education campaign honoring the men and women who serve our nation as federal, tribal, state, county and local government employees; **and**,

**WHEREAS**, Public employees take not only jobs, but oaths to serve and display resilience and dedication to the community; **and**,

**WHEREAS**, Public servants day in and day out provide the diverse services demanded by the American people of their government with efficiency and integrity; **and**,

**WHEREAS**, We honor all public workers who perform critical roles in our community; **and**,

**THEREFORE**, I, Steven T. Nero, Mayor of the Village of Westmont, do hereby declare and proclaim to all citizens and set seal hereto, that **May 3-9, 2026, is Public Service Recognition Week**. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and local.

**PASSED AND APPROVED** by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 30th day of April, 2026.

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

Approve: \_\_\_\_\_  
Steven T. Nero - Mayor

Attest: \_\_\_\_\_  
Amanda Szymski, Village Clerk

April 22, 2026

Dear Village Board members of the Village of Westmont,

I am the builder of the home at 4119 Lincoln. The home is near complete with the exception of the exterior concrete, landscaping and a round of final inspections.

We have the concrete forms installed and approved to pour. Now that we can visualize the public sidewalk it seems to look very useless and odd as there are no other sidewalks on either side of the street. We feel the sidewalk will look out of place and possibly look like a mistake.

For these reasons we are requesting the village board to grant a waiver of the sidewalk installation under Sec 70-204 and accept a "Cash-In-Lieu-Of" payment for the construction cost of the sidewalk to defray the future costs of installation of the sidewalk. We understand and agree to the current estimated cost at \$10 per square foot as advised to us by Public Works.

Thank you for your consideration,

John Novak  
Fine Home Builders  
630-606-3100



## 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

### VILLAGE BOARD - APPEAL FOR SIDEWALK WAIVER - 4119 N LINCOLN ST

The subject property was annexed in 2024 (per Ordinance 2024-141) and a building permit for a new, single-family residence was issued in 2025 (Res-000017-2025). In accordance with Section 70-202(c) of the Code, construction of a sidewalk was a condition of the permit. It was only after the contractor framed for the concrete pour that they submitted the subject appeal in accordance with the following Code:

*Sec. 70-204. - Exceptions—Appeals.*

- (a) Requirements for a waiver. It is strongly recommended that village requirements for sidewalks be followed, but if a waiver is desired, only the village board can grant a waiver.*
- (b) Cash in-lieu-of payment. If a waiver is granted, the costs for construction of the sidewalk shall be paid to the village to defray the future costs of installation of that sidewalk. The village shall determine the costs using current prices.*

#### **DISCUSSION:**

Staff believe the following supports the appeal. There are only five properties along the three blocks between Ogden Ave and W 39th St that are currently incorporated. Only one, Just Tires (12 W Ogden Ave), has sidewalk along its Lincoln St frontage. With nearly 100 individual lots that remain unincorporated, any sidewalk installed will exist as a fragmented segment for the foreseeable future. In addition, these fragmented segments will be the responsibility of the Village to maintain.

Staff believes that the biggest risk to granting a waiver is if the resident (illegally) encroaches upon the public right-of-way with landscaping in the future. This would have to be removed by the Village when the sidewalk is eventually installed. This removal not only increases the construction cost of the project, but it can also increase the administrative cost if the current resident opposes the project. Any opposition often requires extensive time from staff for negotiations, and may even result in the project being cancelled altogether.

If the waiver is approved, staff recommends that this become the policy for all future permits on at least this block (i.e. Ogden Ave to W 41st St), if not the entire stretch to W 39th St. This will allow for staff to provide a consistent approach and provide certainty for developers. Finally, based on the most recent bid openings, staff recommends the unit price of \$10 per square foot to determine the cash in-lieu-of payment (for this exception only).



ENVISIO SOLUTIONS INC.

## MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT (“**AGREEMENT**”) CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. (“**ENVISIO**”) AND ANY CUSTOMER (THE “**CUSTOMER**”) WHO UTILIZES ENVISIO’S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE “**SERVICE**”), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

### ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### 1 PURCHASED SERVICES

#### 1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer (“**Purchased Services**”) on Envisio’s invoice or quotation form (each a “**Quote**”) during a Subscription Term (as defined below), attached hereto as Appendix A.

The Service is hosted on Envisio’s service provider platform, “Heroku” (owned by Salesforce.com). Heroku’s physical infrastructure is hosted and managed within Amazon’s secure data centers and utilizes the Amazon Web Service (“**AWS**”) technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS’s servers in the USA. The Customer may access the Service but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date ‘browser’ software to access the Service, none of which are Envisio’s responsibility.

#### 1.2 Subscription License

Unless otherwise stated in the applicable Quote, the Purchased Services are purchased as a subscription license (the “**Subscription**”) and non-transferrable to a third party.

### 2 ENVISIO’S RESPONSIBILITIES

#### 2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond Envisio’s reasonable control including but not limited to the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, “**Force Majeure**”), or the activities of third parties not under Envisio’s control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.



## 2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the “Customer Data”) and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer, and it is solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer’s request. This paragraph shall survive any termination or expiration of this Agreement.

As part of Envisio’s standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

## 2.3 Software Uptime Agreement

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio’s reasonable control; and
- (c) downtime related to the Customer’s or third party’s hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in Envisio’s sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month’s fee for the use of the Service (the “Credit”).

## 2.4 Service Level Agreement

There are several ways to get support for using Envisio, including online knowledge base, technical support, consulting support, and community support options.

The Customer Success Team technical and consulting support is available during its regular business hours on weekdays that are not legal Canadian holidays. Regular business hours are listed below for the time zone in which your organization is located:

- >> 9:00 am EST until 8:00 pm EST
- >> 8:00 am CST until 7:00 pm CST
- >> 7:00 am MST until 6:00 pm MST
- >> 6:00 am PST until 5:00 pm PST

The following targets will be used for response to support requests:

Severity	Initial Response	Resolution	Updates
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day
Medium	4 hours	As soon as possible	Every other business day



**Low**      Following business day      Reasonable effort      Weekly

Severity indicators are defined as follows:

- >> *Critical* - Envisio is down and no workaround is available.
- >> *High* - Use of Envisio is impaired but instances are up and running. No workaround is available.
- >> *Medium* - A function of Envisio has failed, but Envisio is still useable. Support is aware of the issue.
- >> *Low* - Envisio functionality is not impaired. This priority also includes feature, information, documentation, how-to, and enhancement requests.

Updates will continue until the issue is resolved or there is a workaround in place. We aim to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, we will provide updates on our progress according to the schedule listed above.

Canadian holidays observed in British Columbia include: New Year's Day (January 1), Family Day (third Monday in February), Good Friday (Friday before Easter), Easter Monday, Victoria Day (Monday before May 25), Canada Day (July 1), British Columbia Day (first Monday in August), Labour Day (first Monday in September), National Day for Truth and Reconciliation (September 30), Thanksgiving (second Monday in October), Remembrance Day (November 11), Christmas Day (December 25) and Boxing Day (December 26).

## 2.5 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email [info@envisio.com](mailto:info@envisio.com) within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

## 3 CUSTOMER'S USE OF THE SERVICE

### 3.1 Authorized Users

The Customer agrees to maintain authorized users purchased under the Subscription as stated in the Quote. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "User" and collectively, the "Users") may use the Account.

### 3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an "Administrator"). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

### 3.3 Users: Passwords, Access and Notifications

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not



to disclose its Users' login information to any third party and will prevent its employees and personnel from sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

### **3.4 Restrictions**

The Customer is responsible for all activities conducted under its' User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

- (a) permit concurrent use of a single User account, or time-sharing of the Service;
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible manner that interferes with the proper working and normal operation of the Service, or detrimentally interferes with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party (other than Users in accordance with Section 3.1).

This Section shall survive any termination or expiration of this Agreement.

## **4 INTELLECTUAL PROPERTY**

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Envisio or provided to Customer in connection with the Service (the "Envisio Technology"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.

The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

This Section shall survive any termination or expiration of this Agreement.



## 5 PURCHASED SERVICES AND PAYMENT

### 5.1 Term of Agreement

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement (the "**Contract Effective Date**") and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder has expired or been terminated.

### 5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Quote, attached hereto as Appendix A. ~~Unless otherwise set out in the applicable Quote, each Subscription shall automatically renew for one year, unless either party gives the other notice of non-renewal at least 60 days before the end of the Subscription Term. The per-unit pricing during renewal will increase by 10% per annum, unless otherwise agreed to by the parties. This Agreement and Customer's use of the Services will automatically terminate upon expiration of the Subscription Term, unless the parties agree and execute a new quote and a new agreement for a new term.~~

### 5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Quote (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term. This Section shall survive any termination or expiration of this Agreement.

### 5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Quote, invoiced charges are due net ~~30~~60 days from the invoice date (the "**Due Date**") pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. (the "Act"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a ~~2%~~1% per month interest charge pursuant to the Act. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**"). This Section shall survive any termination or expiration of this Agreement.

### 5.5 Applicable Taxes, Duties and Tariffs

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, duties and tariffs, including any retroactive taxes, duties or tariffs on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax, duties or tariffs from the Customer. The Customer shall be responsible for any and all other taxes, duties or tariffs that the Customer is under a legal obligation to pay. This Section shall survive any termination or expiration of this Agreement. If Customer is a tax-exempt governmental entity, Customer shall provide proof of its tax-exempt status to Envisio upon its execution of the Agreement and Quote. Upon Envisio's receipt of Customer's tax-exempt status, Envisio shall not charge the Customer for those taxes, duties and tariffs that Customer is exempt from paying.

## 6 TERMINATION AND SUSPENSION

### 6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:



- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

## 6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Quotes issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 13.10 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

## 6.3 Termination for Non-Appropriation of Funds

If Customer fails to receive sufficient appropriation of funds for continuation of this Agreement or like services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to Envisio. Non-appropriation of funds as used herein means a level of funding that results in less funding than that which was allocated for the Services in the immediately preceding fiscal year. Customer will not be entitled to a refund or offset of previously paid, but unused fees. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

## 6.4 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service on the date the Subscription Term expires. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.4. It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data.

## 7 PRICE AND SERVICE CHANGES

### 7.1 Professional Services Fees

Envisio shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Envisio, the obligation to provide professional services to the Customer expires the earlier of:

- 1) completion of the services described in the SOW



2) 12 months from the effective date of the relevant Quote

Additional Professional Services required as a result of add-on feature purchases or as a result of implementation delays outside Envisio's control will be charged at our then current rate, currently set at \$225 per hour.

## 7.2 Travel Costs

Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Envisio's standard travel and per diem rates shall apply. Envisio must receive pre-approval from Customer prior to incurring travel costs. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Envisio is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

## 8 WARRANTIES

### 8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "Help Documentation"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

### 8.2 Disclaimer of Warranty

THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, ENVISIO EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 8.2, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

## 9 LIMITATION AND EXCLUSION OF LIABILITY

### 9.1 Limitation of Liability

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION,



EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.

- (b) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.
- (c) THE PROVISIONS OF SECTION 9.1(A) AND 9.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:
  - I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR
  - II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 9.1, "PARTY" INCLUDES EACH PARTY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

This Section shall survive any termination or expiration of this Agreement.

## 11 INSURANCE

**11.1 Coverage.** Envisio shall, at its own expense, maintain insurance coverage throughout the term of this Agreement, with limits of liability not less than the following:

- **General Liability Insurance:** \$5,000,000 USD per occurrence for bodily injury, property damage, personal injury and contractual liability.
- **Professional Liability Insurance (Errors & Omissions):** \$5,000,000 USD in the aggregate, covering claims arising out of the performance or failure of the software, including any negligent acts, errors, or omissions.
- **Cyber Liability Insurance:** \$5,000,000 USD in the aggregate for losses due to data breaches, cyber incidents, or unauthorized access.

**11.2 Proof of Insurance.** Upon execution of this Agreement and reasonable request thereafter, Envisio shall provide the Customer with certificates of insurance evidencing the coverage specified in 11.1. Envisio shall provide at least 30 days prior written notice to the Customer of any cancellation, non-renewal, or material change in the policy.



## 12 INDEMNIFICATION

Envisio shall release, defend (at the Customer's option), indemnify and hold harmless the Customer, its agents, officers and employees (collectively the "indemnified parties") against any and all claims, demands, liabilities, judgments, penalties, costs, expenses (including attorneys' fees and experts' fees), and damages ("Claims") based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property, or patent or copyright infringement, that are caused or alleged to be caused, in whole or in part, by, or arising out of the gross negligence or willful misconduct of Envisio, its agents, servants, employees or subcontractors. The Customer agrees to notify Envisio in writing within a reasonable period of time of the assertion of any Claim for which the Contractor has agreed to indemnify the Customer pursuant to this section.

This Section shall survive any termination or expiration of this Agreement.

## 13 GENERAL

### 13.1 Interpretation of this Agreement

The term "including," wherever used in any provision of this Agreement, means "including but without limiting the generality of any description preceding or succeeding such term." Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

### 13.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the "Parties") under this Agreement shall bind and inure to the benefit of the Parties' respective successors, executors, and administrators, as the case may be.

### 13.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

### 13.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

### 13.5 Dispute Resolution

In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory



holiday in British Columbia or the State of Illinois.

<b>Escalation Level</b>	<b>Envisio Management Level</b>	<b>Customer Management Level</b>	<b>Period of Resolution Efforts</b>
First Level	Project Manager	Project Manager	10 Business Days
Second Level	VP, Customer Success	Assistant Manager	10 Business Days
Third Level	CRO	Manager	10 Business Days

**13.6 Severability**

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

**13.7 Independent Contractors**

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer’s relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

**13.8 Injunction**

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio’s rights or the Customer’s use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

**13.9 Cooperative Statement**

Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Envisio also agrees to do so.

**13.10 Notices**

**Notice to Customer**

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account.

**Notice to Company**

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:



Envisio Solutions Inc.  
300-15300 Croydon Drive  
Surrey, BC V3Z 0Z5

Tel: 888-371-4800  
email: info@envisio.com

### 13.11 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

This Section 13 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of each Party hereto as of the Effective Date.

**For Envisio Solutions Inc.**

**For (Customer)**

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



### Appendix A - Quote

Bill To Name Village of Westmont, IL  
 Bill To 31 West Quincy Street  
 Westmont, Illinois 60559  
 United States

Quote Number 1701448  
 Created Date 16/10/2025  
 Expiration Date 28/11/2025  
 Prepared By Laurence Matthews  
 Email lmatthews@envivio.com

Product Description	Quantity	Sales Price	Total Price
Get Started Software Subscription: Envivio Bundle including 1 Plan, Analytics, Public Dashboard and Projects - Annual Subscription with Unlimited Licenses - ENV-GSP-20-49M	1.00	USD 14,500.00	USD 14,500.00
Professional Services: A one-time fixed fee which includes the phases in the attached document entitled "Appendix B - Scope of Work (SOW)" - ENV-PS-01	1.00	USD 8,775.00	USD 8,775.00

Subtotal USD 23,275.00  
 Total Price USD 23,275.00

**Quote Accepted By:**

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

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

Signature: \_\_\_\_\_



**Pricing Term for Quote Number 1701448:**

- Envisio Appendix A - Quote is for a 5-year term
- Envisio will apply a 5% annual increase beginning in Year 2

Year 1 Price <i>Annual Software Subscription + One-time Professional Services</i>	\$23,275 USD
Year 2 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$15,225 USD
Year 3 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$15,986 USD
Year 4 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$16,785 USD
Year 5 Price <i>Annual Software Subscription (includes 5% annual increase)</i>	\$17,624 USD

**Terms of Payment**

**Software:**

- Year 1 due upon the Contract Effective Date (Net ~~30~~60-day payment terms)
- Subsequent subscription fees will be invoiced annually on each anniversary of the Contract Effective Date

**Professional Services:**

- Professional Services due upon the Contract Effective Date (Net ~~30~~60-day payment terms).



# Appendix B - Scope of Work (SOW)

Submitted by:  
Envisio Solutions, Inc.





# Overview of Services Proposed

## Our Unique Process - *Strategy Meets Execution*

### **Implementation Services**

Envisio values ease of onboarding and comprehensive training, and we are dedicated to high-quality service and customer satisfaction. Our Professional Services and Implementation teams will work together to ensure you receive the proper support and training at the right time. Our customer engagements are led by a team of in-house planning, performance management, and local government experts who consult on the best ways to configure Envisio to your unique plans and performance measures. We follow best practices in technology deployment that have been refined over hundreds of successful implementations. We design with the result in mind, ensuring your configuration and training in Envisio meet all of your communication and tracking goals.

### **Consulting Services**

Our professional services are designed for customers who do not have the time and capacity to design and/or build their plan details and performance measures in Envisio. You see the value in communicating planning and performance measure data and are keen to adopt this practice in your organization, but have steps to complete before you can effectively get started. Envisio's Planning and Performance Coaches fill these gaps with our professional services offerings and build that capacity on your team. We know Envisio inside and out; let us take the heavy load off your organization's shoulders to help you design and gather the information you need to use the Envisio platform to its full value.

### **Continued Support**

Your partnership with Envisio is an ongoing one. We will be with you every step of the way on your customer journey as you continue to achieve your goals. Your dedicated Customer Success Manager will guide you through the required business process change, successful rollout, and full solution adoption in Envisio. Once you've achieved your current goals, we will work with you to define new goals, always pushing your organization to expand your sophistication and become a star performer in the planning and performance management space.



## Envisio Implementation Service

**Get started on the right foot, every time, for all of your plans and performance measures.**

Begin your journey with Envisio on a strong path to building your planning, performance, and project management toolkit. Our implementation consultants guide you through a prescriptive, proven process to implement the software and empower your organization for long-term success. We work directly with your team to configure the software, share best practices to enable the organization through change management, and automate reporting to ensure consistent communication on your plan's progress and performance. We host training sessions to ensure all of your users know how, when, and - most importantly - why to input their updates to Envisio, as well as leadership report training to provide your leadership team with direct insight into the results of the plan and understand the importance of regularly scheduled reviews of progress, using Envisio reports.

Our implementation services enable you to build your plan and performance measures in Envisio, to ensure your team can easily provide ongoing updates and share progress with both internal and external stakeholders. We host collaborative weekly consultation sessions as you build and configure the software, and equip you with best practices along the way to ensure your planning and performance remain in focus throughout the organization as time goes on. We develop a reporting framework and automate the delivery of both reminder notifications and results reporting, and set up templates to give your team the guidance they need to input meaningful updates.

At the end of your implementation, your organization will be ready to execute your plan and share performance-proven results with stakeholders to share the story of your success.



# Scope of Work

Envisio implementation follows a prescriptive process to guide your organization to early success using the platform, along with robust reporting and training for your team.

## Plans Implementation

### Project Kick-Off

During this phase of work, we introduce key team players and define project roles, define a work plan to accomplish project deliverables, and take stock of existing plan details to inform subsequent phases of work.

During this phase **Envisio** will:

- Host a partnership kick-off meeting with key stakeholders to get to know your team and define roles, responsibilities, timelines, and communication channels.
- Host an executive leadership meeting to present our partnership journey, an Envisio roll-out plan, and our expectation of their role as the key to success
- Document and define a detailed implementation plan outlining the phases, milestones, and timelines of our implementation process for your organization.
- Review the finalized plan your organization will input to Envisio through the implementation phase, and prepare recommendations surrounding the plan structure.
- Provision your Envisio instance for initial access and provide logins for up to thirty (30) key project participants to access the platform. Your organization will be able to add additional users to the platform without limitation.
- Provide up to four (4) hours of Project Management time throughout implementation. Service is provided until all other services are delivered or ten (10) weeks contiguous from project kick-off, whichever occurs first.

During this phase **You** will:

- Define and share participants for the partnership kick-off meeting
- Confirm your organization's goals and timeline expectations
- Acquaint yourself and your team with our implementation process
- Select the plan for implementation and coach review and share with Envisio

### Key Deliverables



- Detailed implementation project plan tracker with timelines defined, outlining key implementation milestones and deliverables. This tracker will serve as a valuable tool to monitor progress and ensure timely completion of tasks.
- Envisio Instance Provisioned and Logins Created: up to thirty (30) initial users are sent login credentials and your Envisio instance is ready to use.

## Plans Implementation - Get Started

To implement your priority plan in Envisio, a dedicated implementation consultant will guide your project champion and plan owner/builder through a prescriptive implementation process to ensure the successful launch of your plan in the Envisio platform.

During this phase **Envisio** will:

- Host five (5) weekly, one-hour implementation consultation sessions to train and provide support and guidance as you configure your Envisio instance for optimal use and input your plan into the system.
  - System configuration and plan structure framework consultation
  - Reporting dates and update cadence consultation
  - Internal Reporting framework consultation and build session
  - Public Dashboard consultation and build session
  - Preparation for user and leadership training
- Collaborate with you to build one (1) draft Public Dashboard, which can be shared internally to showcase early successes and milestones achieved through the platform's usage, and published for public consumption later, when appropriate.
- Build five (5) standard, best practice reports and provide support and guidance as you customize these reports to your organization's needs.
- Host one (1) one-hour ad-hoc support session as needed, in case of additional questions throughout building of the plan or public dashboard.
- Host two (2) one-hour training sessions for non-administrative Envisio users:
  - End-user training to teach staff how to input updates to the plan, and set cadence expectations
  - Leadership report training to share built reports with the leadership team and best practices on how to leverage reports to keep the plan in focus

During this phase **You** will:

- Actively participate in implementation consultation sessions: Your active participation in implementation consultation sessions is vital for aligning Envisio's configuration with your organization's specific requirements.



- Familiarize yourself with technical usage: To empower your team with the necessary skills to build plans and other administrative setup, you will watch on-demand learning video courses. These courses provide insights into the technical aspects of the platform, facilitating a smooth onboarding process.
- Dedicate time to building your plan(s): It will be important that you dedicate time to building your plan(s) and completing assigned "homework" assignments after each consultation session with your Implementation Consultant.

### Key Deliverables

- Your operationalized plan entered into Envisio platform, ready to receive updates
- Configured reporting periods and automated update notifications
- Historical updates entered, if applicable (i.e. when entering established plans)
- Draft public dashboard built, ready to be socialized internally
- Five (5) standard, best practice reports configured and scheduled to your organization's needs

## Performance Measures Implementation

In this phase our expert trainers will support as your core team builds up to thirty (30) performance measures to be showcased on your dashboards. If applicable, this implementation portion will be completed after consulting services have been delivered to define your performance measures.

During Performance Measures implementation, **Envisio** will:

- Host three (3) weekly, one-hour consultation/build sessions to train and provide support and guidance as you build your performance measures in Envisio.
  - Envisio Data Source structure
  - Visualizing your data in Envisio
  - Dashboards and plan linking
- Host up to two (2) one-hour support and guidance sessions as you build your data sources, visuals, and dashboards following best practices and tailored to your organization's needs. These sessions are best suited to a group-setting for capacity building.
- Build a sample set of three (3) Data Sources and three (3) Visualizations to optimally showcase the performance measures, while streamlining how to integrate the data.
- Work directly with your IT resources to test the integration functionality, ensuring data successfully reaches the intended data sources and populates the sample set. Through testing, we will ensure that data is seamlessly transferred and appears in the related visuals.

During Performance Measures implementation, **You** will:



- Actively participate in online admin training sessions: Our expert trainers will conduct dedicated online admin training sessions to equip your team with the knowledge and skills required to fully build all features in Envisio's Analytics module. This will require personnel who are system-savvy analytical thinkers.
- Provide a sample set of data: You will provide a sample set of data with up to three (3) Data Sources and three (3) Visualizations to develop a proof of concept for further integration work and your data source framework.
- Build and test integration(s): You will engage your technical resources to build required integrations to support automated data entry into Envisio. Your technical team will also be responsible for working with our integration team to support the testing of integrated data sources. Testing of the integration will include one (1) system, including data sources from the sample set of three (3). This will serve as the basis for you to continue building out the integration, and add to and maintain it in the future.
- Build Data Sources: Following our team's recommendations for data source structure, and with the support of your Implementation Consultant, you will build the data sources required for each performance measure.
- Dedicate Time to Building Visuals - graphs, scorecards, summary labels, etc.: with the support of your Implementation Consultant, you will build visualizations, such as graphs, tables, and scorecards, to present the performance data effectively.
- Build Analytics Dashboards: Your team will construct analytics dashboards, tailored to each department's needs, showcasing performance metrics in a coherent and visually appealing manner.
- Map Visuals to Corresponding Plan Elements (where appropriate): If applicable, you will link visuals to specific plan elements, ensuring accurate representation of performance data.

### Key Deliverables

- Performance measures built in Envisio and aligned to your plan (where appropriate)
- Analytics dashboards built to support tracking of performance measures where applicable
- Integration built by your team and jointly tested to support automated data entry into Envisio

## Projects Implementation

In this phase our expert trainers will equip your team with the capacity to build, manage, and track projects in Envisio.

During this phase, **Envisio** will:

- Host one (1) one-hour session to train and provide guidance as you learn to use your Envisio instance and input your projects into the system.
  - System configuration and project structure setup



- Project and Task build
- Project Reporting and Dashboard build

During this phase, **You** will:

- Actively participate in project admin training session: Your active participation in the training session is vital for aligning Envisio's configuration with your organization's specific requirements.
- Dedicate time to building your project(s): It will be important that you dedicate time to building your project(s) and completing assigned "homework" assignments after the session with your Envisio trainer.

### Key Deliverables

- One Envisio administrative training session for project admins
- Your project(s) entered into the Envisio platform, ready to receive updates

## Implementation Timeline

Implementation phases are flexible and can be adjusted to suit your organization's readiness and needs. Each implementation phase is broken out into its own timeline below.

Envisio and The Customer agree that implementing Envisio is a shared responsibility. Neither Envisio nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

### Plans Implementation Timeline

Our standard timeline to complete Plans Implementation is eight (8) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3	W4	W5	W6	W7	W8
<b>Phase 1: Project Kickoff &amp; Internal Scan</b>								
Task 1.1 - Host partnership kickoff meeting								
Task 1.2 - Host an executive leadership meeting								
Task 1.3 - Document and define a detailed implementation								



plan								
Task 1.4 - Review the finalized plan your organization will input to Envisio								
Task 1.5 - Provision your Envisio instance for initial access								
Task 1.6 - Project Management								
<b>Phase 2: Plans Implementation</b>								
Task 2.1 - Host five (5) weekly, one-hour implementation consultation sessions								
Task 2.2 - Collaborate with you to build one (1) draft Public Dashboard								
Task 2.3 - Build five (5) best practice, standard reports and support customization								
Task 2.4 - Host one (1) one-hour ad-hoc support session								
Task 2.5 - Host two (2) one-hour training sessions								

## Performance Measures Implementation

Our standard timeline to complete Performance Measures Implementation is six (6) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3	W4	W5	W6
<b>Phase 3: Performance Measures Implementation</b>						
Task 3.1 - Host three (3) weekly, one-hour consultation/build sessions						
Task 3.2 - Host up to two (2) one-hour support and guidance sessions						
Task 3.3 - Build a sample set of three (3) Data Sources and three (3) Visualizations						
Task 3.4 - Work directly with your IT resources to test the integration functionality						



## Projects Implementation

Our standard timeline to complete Projects Implementation is three (3) weeks and typically follows the general timeline below. These timelines are subject to tasks and activities assigned to your team being completed on time.

Timeline	W1	W2	W3
<b>Phase 4: Projects Implementation</b>			
Task 4.1 - Host one (1) one-hour consultation/build sessions			
Task 4.2 - Host one (1) ad-hoc support session			

## Customer Support Resources

Envisio’s Customer Success Team and Technical Support is available Monday to Friday, between 8 am and 6 pm EST. We use Google Meet to host video meetings and provide recordings for all consulting & training sessions.

### Online Support – Envisio Help Center

Go to <https://envisio.zendesk.com/hc/en-us/requests/new> or click on “Need Help?” and then “Contact Support” in the lower right-hand corner of your Envisio environment to open a support ticket. Fill out your information and send it our way. Support tickets are addressed during regular business hours.

### Live Agent Phone Support

We prefer help desk tickets to track your support request but you can also email [support@envisio.com](mailto:support@envisio.com) or call (888) 371-4800 and press 1 to access technical support during regular business hours.

### Online Knowledge Base

Our online knowledge base (<https://envisio.zendesk.com/>) is available 24/7 and contains articles explaining Envisio features and step-by-step instructions on how to accomplish common tasks within the software.

### Envisio Academy

Envisio Academy is our one-stop shop for learning how to use Envisio. Register for live online or OnDemand classes through our website (<https://academy.envisio.com/main>), and ask questions of our expert training team in a webinar-like environment. We offer classes across a variety of topics, both tactical how-to within the platform as well as best practice planning and performance-related content. We



also cater to various user roles, from brand-new users to seasoned system admins. Most classes run for about an hour, and the schedule varies monthly.

### **Envisio Envisionary Community**

Our Envisionary Community connects you with like-minded individuals to share experiences, accomplishments, and challenges in a safe and inclusive space. Join webinars co-hosted by our customers who give tactical advice. Be a co-host yourself. Leverage our library of Performance Measures from actual living plans across our community.

---

**Sec. 62-98. Vacation award schedule.**

~~Effective January 1, 2024,~~ Except as in circumstances set forth in sections 62-97(2) and 62-105, vacation time for full-time village employees shall be awarded as follows:

~~Forty Eighty~~ hours upon hire;

~~Eighty hours per year after one year of consecutive year-round employment;~~

One hundred twenty hours per year after five years of consecutive year-round employment;

One hundred sixty hours per year after ten years of consecutive year-round employment; and

Two hundred hours per year after twenty years of consecutive year-round employment.

Department Directors, Assistant Village Manager, Village Manager

Individuals in one of these full-time positions will receive 160 hours of vacation.

Employees with less than 160 hours of vacation who are promoted into one of these full-time positions will have their vacation time increased to 160 hours at their next anniversary date.

Future vacation awards will follow the standard Village Vacation Award Schedule.

(Ord. No. 24-164, § 2, 12-19-2024)

Formatted: Indent: Left: 0", First line: 0.33"

---

## Sec. 62-105. Part-time paid time off.

~~Effective January 1, 2024, p~~Part-time and seasonal employees, except part-time sworn police officers, shall be eligible for paid time off (PTO) as described below:

- (1) PTO shall be available for use 90 days after date of hire for new employees and 90 days after the effective date of this policy for current employees who are new to PTO. Current employees who already receive PTO will continue to utilize their existing PTO allotment. Future PTO will be based on the appropriate employee classification identified in section 5 of this policy.
- (2) Employees requesting to use PTO for a planned absence are required to request PTO from their supervisor as far in advance of the dates requested as practicable; however, a minimum of seven calendar days notice is expected. All requests shall be tentatively approved by the department head, subject to final approval of the village manager, and will depend on the maintenance of adequate staffing levels within the village.
- (3) Employees who need to use PTO for an unplanned absence must give notification to the supervisor at least 30 minutes before the start of their shift. The village reserves the right to address abuse of paid time off and/or excessive absenteeism with the employee.
- (4) PTO shall not be advanced.
- (5) Part-time and seasonal employees will receive PTO according to the following schedule:
  1. Year round, part-time employees with an established schedule set by the village:
    - a. Paid time off award:
      - i. After 90 days of employment, employees will be awarded ~~one~~ two weeks of PTO based on their anticipated schedule, which must be used by their first anniversary date.
      - ii. After one year of consecutive service, employees will be awarded two weeks of PTO proportionate to hours worked the previous year, which must be used by their next anniversary date.
      - iii. After five years of consecutive service, employees will be awarded three weeks of PTO proportionate to hours worked the previous year which must be used by their next anniversary date.
    - b. PTO may be used in increments as small as 15 minutes.
    - c. PTO awarded in one year shall not carry over to the next anniversary year.
    - d. Unused PTO from the current year shall be paid to the employee upon separation.
  2. Year-round, part-time employees with a variable schedule set by the employee (i.e. - part-time firefighters):
    - a. Paid time off accrual:
      - i. Employees will accrue one hour of paid time off for every 40 hours worked, up to a maximum of 40 hours per calendar year.
      - ii. Employees may begin to use accrued leave after 90 days of employment, up to a maximum of 40 hours per calendar year.
    - b. PTO may be used in increments as small as two hours; however, increments of 15 minutes may be used for PTO requests of more than two (2) hours.



---

(Ord. No. 24-164, § 2, 12-19-2024)

---

Created: 2026-01-15 14:48:26 [EST]

(Supp. No. 23, Update 3)