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
September 18, 2025
6:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. OPEN FORUM

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

5. REPORTS

a. Board Reports

i. Mayor

ii. Clerk

iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. **Board Meeting Minutes**

Board to consider approving the minutes of the Village Board meeting held September 4, 2025.

Background of Subject Matter
Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

i. The total of Finance Ordinance #19 will be announced at the meeting.

c. Purchase Order(s)

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

i. The total of the Purchase Orders & Finance Ordinance #19 will be announced at the meeting.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

a. **Strategic Planning Services**

Board to consider an ordinance approving a service agreement with CP2 Consulting, Inc. for strategic planning services.

Background of Subject Matter
The Village of Westmont posted a request for proposals for strategic planning services. Twenty-four proposals were received and reviewed. Four respondents were interviewed by a staff committee and CP2 Consulting was selected.

Additional Background
CP2 Consulting has assisted in creating strategic plans for many municipalities in Illinois, including the Village of Villa Park, City of Geneva, and the Village of Glencoe.

Recommendation
Approve

Type	Ordinance
Budgeted	Yes

b. **Westmont Centre Lease Agreement**

Board to consider an ordinance approving a Westmont Centre lease for Illinois State Senator Suzy Glowiak Hilton.

Background of Subject Matter
The space being leased is suite 203. The terms of the lease match those of Representative Deuter, and will be dated November 1, 2025 through January 13, 2027.

Type	Ordinance
Budgeted	

c. **Master License Agreement - Lumos Fiber of Illinois, Inc.**

Board to consider an ordinance approving a Master License Agreement between Lumos Fiber of Illinois, LLC and the Village of Westmont.

Background of Subject Matter
This agreement allows Lumos to build-out, own, and maintain a fiber optic telecommunications system within the Village's rights-of-way. This Agreement provides for a one-time approval by the Village for all of Lumos' installations, but it requires Lumos to apply and pay for permits for each

location that it wishes to build-out within the Village. Lumos must also comply with the Village's ordinances governing construction of utility facilities in ROW's. This Agreement differs from a franchise agreement because Lumos dos not provide cable or video content over its lines to subscribers.

Additional Background
The initial term of the Agreement is 5 years. Lumos will pay a one-time license fee of $2,750.00, and it will pay an annual license fee of $750.00 in Year 1 and $500.00 in Years 2-5. The Agreement auto-renews for another 5 year term with a slight escalation in the annual license payments. The parties can then agree to renew for subsequent 5 year terms with negotiated annual license payments.

Recommendation
Approval

Type	Agreement/Contract
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, September 4, 2025.

Mayor Pro-Tem Barker called the meeting to order at 6:00 P.M.

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

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

STAFF:

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

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

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:
Bugle A

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

OPEN FORUM:
- James & Nancy Fernandez, 39 E. Quincy Street - Addressed the Village Board regarding the neighbors fence encroaching on their property.
- Rob Obodzinski, 234 W Burlington Ave. - Addressed the Village Board about garbage trucks in the alley.

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

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

VOTING SUMMARY

	1	2	3
TRUSTEE BARKER	Y	Y	Y
TRUSTEE GUZZO	Y	Y	Y
TRUSTEE LIDDLE	Y	Y	Y
TRUSTEE PARRILLI	A	A	A
TRUSTEE PLOWMAN	Y	Y	Y
TRUSTEE SCALES	Y	Y	Y

REPORTS

Mayor Pro-Tem Barker

- Reminded residents to please be patient as the front of Village Hall is still being updated. Visitors can access the building through the back door and parking is available in the back lot.
- A Westmont resident has tested positive for West Nile Virus. Please take precautions when spending time outdoors and some helpful information can be found on our website.

Village Clerk Szymski

- Village offices will also be closed on October 13th.
- The Village has now provided another option for residents to pay their utility bills by phone. More information can be found on the Village website.

Trustee Scales

- The next Community Development Committee meeting will be October 30
- The next Planning and Zoning Commission Meeting will be October 8 and there will not be a meeting in September.

Mayor Pro-Tem Barker gave the report for Trustee Parrilli

- Residents are able to sign up to receive free tree seedlings through a program called OAK-tober. Information can be found on the Village website.
- Free leaf pick-up will be November 3 - 29. Residents can put unlimited craft paper bags on their scheduled garbage day through that time. Stickers are not required.
- Residents are encouraged to check our website for the latest construction updates.

Trustee Plowman

- Recapped the Public Safety Committee Meeting held prior to the Village Board meeting.
  - An award was given to Officer Thomas Carusso for giving First Aid to a stabbing victim and securing the scene while investigating.
  - Officer Sam Salvaio was given an award relating to a felony case that dealt with significant fraud.
  - Went over staffing updates
  - D.C. Weibler gave an update on upcoming Police Department Fundraising Events such as the Special Olympics Golf Outing & Shred Event.
  - There is continued discussion regarding E-bikes & E-Scooters. An ordinance will be forthcoming.
- There are still some spots left for the Citizens Police Academy, which gives an interactive behind the scenes look into different aspects of law enforcement for residents. Classes start September 24th and there is no charge to participate.
- The Papershred Event will be October 4, 2025 at the Police Department. Suggested donation is $10 / box.
- The service organizations are getting together to collect baby items that will be donated to the PRC. There will be collection boxes throughout town and items to be collected are diapers, pullups, wipes, shampoo, etc. This event will conclude at DJ's Sports Bar on October 5th.
- Attended the volunteer dinner for Westmont Special Events and it was a great event. Gave a special recognition to our volunteers.
- Westmont Jr. High was ranked #2 in Illinois and Manning School was ranked #12.

Trustee Guzzo

- The next Fire Public Safety Committee meeting is November 6, 4:30pm at Village Hall.
- Announced that the Fire Department Open House event will be Saturday, September 20th at the Johanik Fire Station, 6015 S. Cass Avenue. The event will feature fun and educational activities for the public as well as offer free hot dogs, hamburgers, chips, and bottled water. More information is on the Village website.
- The silent parade will be October 10 and will start in Hinsdale at 7pm. It will come down to Chicago / Naperville Road. This is to honor fallen firefighters and those who have lost their lives in a fire. Encouraged everyone to bring a flashlight and come out.

Trustee Liddle

- The next Administration Finance Committee meeting will be October 2nd, 4:30pm at Village Hall.
- Wicked West Fest is a month-long celebration in October. Events have been posted on the Village website.

Trustee Barker

- The next EIC (Environmental Improvement Committee) meeting will be held September 8th at the Westmont Library. The meeting begins at 5:30pm.

- The Library is hosting another Monarch Fest September 6th from 10am - 12pm at Ty Warner Park. The EIC will participate in this event and information is on the Westmont Library website.
- Vision and Vibe Fest will be September 13th & 14th from 11am - 7pm. Many artists have applied, several music inquiries, and dance companies are also interested in participating. There will be two Westmont food trucks, as well as beer and wine sales. Please reach out to Jenny Babyar, project coordinator, at jbabyar@westmont.il.gov for any questions.
- Reminded residents to take precautions when outside due to a positive case of West Nile in Westmont. Information regarding mosquito abatement is on the Village website.
- Pumpkin composting will be November 8th at the Westmont Library.
- The next electronic recycling event will be November 22, 2025 from 8am - 12pm.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:
- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:
Village Manager Gunther addressed the Board on this agenda item.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes
- Board to consider approving the Village Board Meeting held on **August 21, 2025.**

(B) FINANCE ORDINANCE

Finance Ordinance # 18	**$ 1,059,626.28**

(C) PURCHASE ORDERS: No Purchase Orders

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): $ 1,059,626.28

(E) PROCLAMATIONS
1) National Payroll Week 2025
2) National Suicide Prevention Week
    a) Manager Gunther read this proclamation.
    b) Bev with *Hope for the Day* addressed the Village Board and talked about the organization and mental health awareness.
3) National Ovarian Cancer Awareness Month
4) National Police Woman Day
    a) Manager Gunther read this proclamation.

(F) COMMUNITY EVENTS
1) **2025 Wicked West Fest Halloween Events**
    a) Board to consider an ordinance approving the following requests from the Westmont Chamber of Commerce for the 2025 West West Event to be held on October 18, 2025:
        i) Community Events Permit
        ii) Amplified Sound Permit
        iii) Street Closure requests from 7:30am - 2:30 p.m.

(1) Cass Avenue between Burlington and Chicago / Naperville Road Cass / Irving Parking lots on Cass Ave
(2) Manning School Parking Lot
(3) Norfolk and Irving Streets from Alley East and West to Cass Ave

iv) Waive restrictions in Chapters 38 and 70 of the Code of Ordinances in order to allow scarecrows to be secured to public utility light poles during the month of October.

(G) JULY 2025 MONTH BOARD TREASURER'S REPORT

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

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

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

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) LOT COVERAGE VARIANCE REQUEST FOR A PATIO - 500 REVERE AVENUE
Community Development Director Hennerfiend addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance approving a request from Ajradin and Ikmet Rizmani, for the property at 500 Revere Avenue, Westmont, Illinois, 60559, for a Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Family Detached Residence District.

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

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

MISCELLANEOUS

- Trustee Plowman reported that Chief Gruen mentioned that a gentleman was here concerned about the noise disturbance from fireworks and future outreach.
- Trustee Plowman reported that Chief Gruen showed a video regarding the brand new crisis center in Wheaton. It is located at 115 N. County Farm Road, Wheaton IL and the phone number is 630-627-1700 for those going through a crisis.

(3) ADJOURNMENT
Motion by **Trustee Liddle** to adjourn the regular meeting.

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

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

MEETING ADJOURNED AT 6:40 P.M.

ATTEST: **APPROVED:**

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

Dated this 18th day of September, 2025

CONSULTING

Services Agreement

This Strategic Planning Services Agreement ("Agreement") is entered into by and between:

CP2 Consulting Inc. ("Consultant"), an Illinois corporation, and
the Village of Westmont ("Client"), an Illinois municipal corporation (Consultant and Village may be referred to individually as a "Party" and collectively referred to as the "Parties").

Effective Date: _______________, 2025

Services by Consultant

Consultant agrees to provide the strategic planning services ("Services") to Client as set forth in and required by the Client's Request for Proposals for Strategic Planning Services ("RFP") and as set forth in Consultant's proposal to Client dated July 14, 2025 (the "Proposal"), including but not limited to the scope of Services, timeline, and cost of Services as set forth in the Proposal. A copy of the Proposal is attached hereto as Exhibit "A", is incorporated herein, and is binding on the Parties. Additionally, this Agreement incorporates the terms and requirements of the Village's Request for Proposals for Strategic Planning Services ("RFP"), and specifically, the General Terms & Conditions attached to the RFP as Appendix A. A copy of the RFP is attached hereto as Exhibit "B", is incorporated herein, and is binding on the Parties. In the event of a conflict between the terms of this Agreement and the terms of the RFP, the terms of the RFP shall control.

Costs, Changes & Additional Services

The cost for Consultant's Services are set forth in the Proposal and total $32,175.00. This is a not-to-exceed cost for Consultant's Services, unless Client and Consultant agree to have Consultant provide additional services. Any work requested by the Client that falls outside the scope of Services described in the Proposal shall be considered an additional service. Additional services may include, but are not limited to, expanded stakeholder engagement, supplemental data analysis, or additional planning sessions beyond those listed. Any agreement for additional services (a) shall be in writing, (b) shall describe the additional services, (c) shall include Consultant's costs and timeline to perform the additional services, (d) shall be signed by the Parties, and (e) shall constitute an amendment to this Agreement. All additional services shall be billed at Consultant's standard hourly rate of $225 unless otherwise negotiated.

Consultant shall provide an invoice to Client for each stage of the Services when payment is required that is consistent with the Payment Terms set forth on page 13 of the Proposal.

Cancellation or Termination

Either party may terminate this Agreement as set forth in Appendix A to the RFP. Upon termination, the Client shall compensate the Consultant for all services properly rendered and reasonable expenses incurred up to the date of termination. If a flat fee was agreed upon, fees may be prorated based on the percentage of work completed.

Confidentiality

The Consultant agrees to maintain the confidentiality of all non-public information obtained from the Client in the course of the engagement and will not disclose such information to any third party without the Client's written consent, unless required by law. The Client acknowledges that public sector engagements may involve materials subject to open records laws, which are exempt from this confidentiality clause.

Intellectual Property & Deliverables

All final strategic planning documents and deliverables prepared by the Consultant for the Client shall become the property of the Client upon full payment. All survey data, reports, studies, and other documents (other than the final strategic planning documents and deliverables) prepared by the Consultant shall become the property of the Client upon payment by Client for that phase of the Services. Consultant retains ownership of any proprietary tools, templates, or methodologies used to create the deliverables, and may reuse these in future engagements.

Consultant may reference the project and use non-confidential work samples in future proposals, presentations, or portfolios, provided no confidential or sensitive Client information is disclosed. Client permission will be obtained prior to public use. Consultant shall not use any of Client's logos in its marketing materials or otherwise.

Dispute Resolution

The Parties agree to attempt to resolve any disputes arising out of this Agreement through good faith negotiation. If resolution cannot be reached, any litigation between the Parties regarding this Agreement shall proceed in accordance with the "Laws Governing" section of Appendix A to the RFP.

Force Majeure

Neither party shall be held liable for delays or failure in performance due to causes beyond their reasonable control, including but not limited to natural disasters, pandemics, labor disputes, or government actions.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, and the last date listed below shall be the Effective Date and shall be inserted on page 1 of this Agreement.

CP2 Consulting	Village of Westmont
By: ____________________	By: ____________________
Name: Cory Poris Plasch	Name: James Gunther
Title: President/CEO	Title: Village Manager
Date: __________	Date: __________

<u>EXHIBIT "A"</u>

PROPOSAL

Village of Westmont

Strategic Planning Services

July 14, 2025

Proposal contact:
Cory Poris Plasch, President/CEO
CP2 Consulting, Inc.
cory@CP2-consulting.com
630-476-0763

Cover Letter

July 14, 2025

Selection Committee
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559

RE: Strategic Planning Services

Dear Selection Committee,

CP2 Consulting is pleased to submit our proposal to assist the Village of Westmont with strategic planning services. As a women-owned consulting firm, we focus exclusively on strategic planning and implementation. This is not simply one of our services; it represents the core of our work. We specialize in helping public sector and nonprofit clients develop clear direction, engage stakeholders, and turn goals into measurable outcomes.

Cory Poris Plasch, the lead consultant, has built her career in local government and related roles, starting as a 911 dispatcher and later working in City Manager's offices across several communities. She holds an MPA with a specialization in public leadership and strategic management and is certified in Strategic Planning through George Washington University Center for Excellence in Public Leadership.

We are fully prepared to meet the Village's expectations, including the following scope of work:

- Conduct community outreach through surveys, interviews, focus groups, and media coordination.
- Identify strategic direction and key focus areas in collaboration with Village staff.
- Present findings and submit a final planning report to the Village Board.
- Develop an implementation plan with action steps, timelines, and performance metrics.
- Provide frameworks for budget alignment and ongoing plan evaluation.
- Deliver and present a final implementation report for internal and external use.

As reflected in the attached proposal, we have extensive experience facilitating strategic planning and stakeholder engagement processes like the one envisioned for the Village of Westmont.

Thank you for the opportunity to provide these services to the Village of Westmont.

We look forward to the possibility of working together.

Sincerely,

Cory Poris Plasch

Cory Poris Plasch, President/CEO
CP2 Consulting, Inc.
25 N River Ln, Suite 25431
Geneva, IL 60134
cory@CP2-consulting.com
630-476-0763

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RFP #3. Background and Experience

CP2 Consulting was founded in 2021 by Cory Poris Plasch, an experienced local government and 501(c)3 nonprofit leader passionate about helping the public sector and nonprofits realize measurable impact and results. As a small woman-owned firm, our approach incorporates foundational strategic planning best practices combined with forward-thinking, data-based solutions that enable organizations to actively engage stakeholders, define future outcomes with significant impact and implement result-oriented strategies to meet significant goals. We incorporate leading performance management practices and embrace new approaches to help our clients measure and analyze performance data and implement strategies to achieve results that can be clearly seen in our communities.

Recent Local Government Clients

- Appleton, WI (pop. 75,600)
- Bartlett, IL (pop. 41,105)
- Burlington, IA (pop. 23,320)
- Burlington, WI (pop. 11,043)
- Franklin, TN (pop. 91,494)
- Franklin, WI (pop. 35,045)
- Geneva, IL (pop. 20,98)
- Glencoe, IL (pop. 8,400)
- Little Elm, TX (pop. 66,026) (Stakeholder engagement)
- McMinnville, TN (pop. 13,784)
- Rochelle, IL (pop. 9,243)
- Shorewood Hills, WI (pop. 2,121)
- South Miami FL (pop.12,026)
- Villa Park, IL (pop. 21,407)

CP2 Consulting has extensive experience supporting Illinois municipalities through both the planning and implementation phases of strategic planning engagements. Our work is grounded in practical, actionable frameworks that help communities not only set strategic direction but also follow through with meaningful implementation.

Recent projects include the Village of Villa Park, where CP2 developed a strategic plan that addressed past challenges with vague goals and limited follow-through. The new plan is already being used to guide budget decisions and has helped the Village clarify what data is needed to support progress tracking. In Glencoe, CP2 created a streamlined plan that matched the Village's capacity, with measurable results showing 11% progress toward strategic goals just four months after adoption. For the City of Geneva, we partnered with staff and the Strategic Plan Advisory Committee (SPAC) to ensure the plan reflected community priorities and included clear metrics to guide decision-making.

Across all engagements, we emphasize stakeholder engagement, clear priorities, measurable outcomes, and internal capacity-building—ensuring that the plans we create are not only visionary, but also executable.

Staff Capabilities/Resumes

Cory Poris Plasch, MPA, CEO of CP2 Consulting
President/CEO, CP2 Consulting
Role: Project Lead

Education

- Master of Public Administration, Strategic Public Management and Leadership, Northern Illinois University
- Bachelor of Arts in Political Science, Northern Illinois University
- Certification in Strategic Planning from George Washington University Center for Excellence in Public Leadership
- Certification in Strategic Foresight through the Baldrige Foundation: Institute for Performance Excellence

Experience

- Cory has served in variety of leadership positions in the public and private sector including at Northern Illinois University where she served as the Executive Director of the Wisconsin City/County Management Association (2014-2017); Membership Director for the Alliance for Innovation (2017-2018); and as Vice President of Strategic Development at POLCO/National Research Center (2018-2022).
- Her local government experience ranges from 911 Dispatcher for both a city and a county to the City Manager's Office in several communities. She brings an extensive skill set in training, building rapport with individuals and facilitating groups tackling difficult topics. Cory is a trained facilitator.
- Cory is a sought-after speaker on topics including the use of data, implementation of strategic plans, engaging historically marginalized populations, and innovation in local government. She has spoken at numerous conferences including the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), the Wisconsin City Managers Association (WCMA) and the National League of Cities (NLC) in the last several years.
- While at Polco/National Research Center Cory led a capstone project with the National League of Cities and three local governments (Broadview, IL; Dublin, OH, and New Orleans, LA) to measure and build trust among residents in their local government. This effort has grown to include Arizona State University, ICMA, the Alliance for Innovation, Envisio, and others and continues to collect data on resident trust in local government.
- She has been assisting local governments with stakeholder engagement, developing performance measures, and establishing a learning culture since 2015. She is an active member of several associations including the International Association of Strategy Professionals.

RFP #4. Scope of Required Services

CP2 will support both the planning and implementation phases of this engagement, with all deliverables provided in native and PDF formats. We will ensure full compatibility with Google Suite to align with the Village's day-to-day operations.

Strategic planning, at its core, is establishing a clear direction forward for the organization in alignment with its mission and vision. At CP2 Consulting, our place in the strategic planning ecosystem is clear- our firm is one of the very few that specializes in strategic planning and our time is devoted to the development of excellent strategy and collaboratively creating actionable plans with our clients. The CP2 Consulting strategic planning methodology is based upon leading practices in strategic planning, refined and continually updated based upon emerging industry trends and knowledge gained through client engagements. Our methodology is comprehensive and thorough, while remaining flexible enough to meet the specific needs of our clients.

In the following proposal, CP2 Consulting recommends a multi-phased, participative format to engage the Village Board and staff to shape the desired future direction of the Village.

PLANNING PORTION

Phase 1: Project Launch

This phase involves project start-up activities, including:

- Project review meetings with key Village project staff to confirm the scope of work and expected outcomes.
- Provide an overview of the strategic planning process.
- Review history and current fit of mission and vision.
- Identify and confirm internal and external stakeholder involvement and the overall environmental scanning process elements.
- Discuss current organizational culture.

As part of the project launch, CP2 Consulting will also coordinate with Village staff to understand and align the strategic planning process with any other concurrent long-range planning efforts, such as the Comprehensive Plan and the marketing/branding study. This integration ensures consistency across planning documents, maximizes staff and community input, and prevents duplication of effort. This type of request is not uncommon and can easily be integrated into the process.

The purpose of this phase is to confirm the overall project scope and intended outcomes and make any necessary refinement to the project plan and budget.

Phase 2: Stakeholder Engagement - Includes RFP I. - Community Outreach A through D

Stakeholder engagement is a key component of the strategic planning effort as it allows you to understand your organization from a variety of perspectives. This effort seeks to understand community needs and expectations as well as the needs and expectations of internal stakeholders, who have an "insider view" of the organization.

➢ **Internal stakeholders**—refers to individuals or groups who are within the organization by virtue of being elected to or employed/appointed by the organization. This includes employees or groups at all levels, the governing Board, leadership, and staff. Internal stakeholders are essential to successful implementation of the strategic plan and their input should be considered and incorporated into the strategic planning process.

Feedback from the new Village Manager from interviews with several key stakeholders will be integrated and included.

➢ **External stakeholders**—refers to individuals or groups who are outside the organization but are affected by the actions of the organization and the quality of life in the community. These include, but are not limited to, residents of all ages, historically marginalized populations, special interest groups, educational facilities including K-12 schools and higher education, businesses, and other taxing jurisdictions.

There are several avenues for collecting stakeholder data proposed for this project, including:

➢ **Invitational Focus groups.** These groups are facilitated by the consulting team with groups identified and invited by the client. Focus groups are facilitated by trained facilitators to ensure that they run smoothly and are a positive experience for participants. The sessions run approximately 90 minutes and consist of 8 to 12 individuals from each of the selected stakeholder groups. Groups can be either internal or external stakeholders.

➢ **Online survey of stakeholders.** These surveys can be targeted to internal or external stakeholder groups, a subsection of internal or external stakeholder groups, and/or the entire community. A semi-custom survey is developed collaboratively between the Administrator and/or other key staff and the consultant. The survey is administered by the consultant and the raw data is owned by the consultant but upon request will be anonymized and shared with the client.

➢ **Media.** CP2 Consulting will work with staff to prepare articles for the Village newsletter, website, and social media releases.

➢ **Village Board Interviews.** Individual Interviews with members of the Village Board will be conducted to introduce the consultant(s) and acquire the perspective of the elected officials regarding the current environment, challenges, and issues.

All stakeholder engagement activities include:

- Discussion and finalization of methods to be used (e.g., focus groups – number and types, type of survey, etc.).
- Facilitation of the process with selected approaches.
- Summarization and presentation of thematic results derived from the raw data.

It is the responsibility of the Village to secure any facilities or meeting rooms as well as coordinate invites needed for stakeholder engagement. The Village will coordinate with CP2 Consulting for room arrangements/set-up, participant list, and refreshments for all workshops and project sessions. The Village should check with its legal counsel to make sure all meeting postings are consistent with any open meetings act or similar procedures.

Phase 3: Understanding the Operating Environment - Includes RFP II. - Data Synthesis A.

The introductory step in the strategic planning process is to understand the operating environment. This is accomplished in three ways: (1) an Environmental Scan; (2) an Organizational Profile; and (3) a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.

➢ **Conduct Environmental Scan**. An environmental scan is a thoughtful analysis and evaluation of the strategic environment facing the organization. Environmental factors affecting the organization's operative environment should be reviewed, including financial and economic conditions, demographics, political and intergovernmental relations, citizen and stakeholder issues, technology changes, environmental sustainability, and the regulatory environment. This will be generated by the consultant with guidance from staff.

➢ **Develop Organizational Profile.** An organizational profile is a snapshot of your organization, the key influences on how it operates, and the key challenges it faces. It is prepared by staff with guidance from the consultant as much of the pertinent information is internal to the organization. Specifics regarding governance, organizational structure, work processes, staff capacity and capabilities, and the strategic environment are included.

➢ **SWOT Analysis and Leadership Survey.** A SWOT questionnaire is administered in advance of the strategic planning workshop to all strategic planning participants. This provides a leadership perspective on the current internal and external environments. The SWOT is administered by the consultant to ensure anonymity; candor by participants is encouraged to uncover and understand strategic issues. The data generated is used at the strategic planning workshop (Sessions #2 and #3).

Phase 4: Strategic Planning Workshops – Includes RFP II. - Data Synthesis B.

Phase 4.1 Strategic Planning Session #1 – Review Stakeholder Feedback, Environmental Scan, and Organizational Profile

This session includes the staff leadership team and potentially the governing Board and is dedicated to reviewing the results of internal and external stakeholder feedback, the environmental scan, and the organizational profile. The consultants will present focus group and survey results (if applicable) in addition to the organizational profile and environmental scan. The session concludes with a facilitated discussion amongst the governing Board regarding issues raised. (This session is typically less than an hour in length and can be combined with a regularly scheduled Board meeting or work session)

Phase 4.2 Strategic Planning Session #2 – Facilitate Strategic Discussion of the Future, Mission and Vision Review, and Strategic Goal Development

This session includes the governing Board and potentially the staff leadership team and focuses on examining the operating environment and establishing strategic goals. The draft mission and vision will be presented and discussed. A facilitated process is held to generate a list of organizational challenges and a resulting set of strategic goals. The group's effort will be informed by the results of the information generated by the scan, profile, and results of the SWOT questionnaire. (This session is typically 3.5 hours and is the morning session of a one-day workshop combined with Session #3)

Phase 4.3 Strategic Planning Session #3 – Establish Objectives/Outcomes, Key Indicators, Targets

This session includes the staff leadership and potentially the governing board and is dedicated to defining a set of objectives/outcomes, key performance indicators, and targets to measure progress towards the strategic goals established in Session #2. Measures are established with the priority of establishing clear alignment between all measures, resulting in buy-in throughout all levels of the organization. Work is done in small groups comprised of staff leadership with subject matter expertise and potentially elected officials, guided in a structured manner through the process by the consultant(s). Artificial Intelligence (AI) may be incorporated into the session using consultant-provided laptops. (This session is typically 3.5 hours and is the afternoon session of a one-day workshop, combined with Session #2)

Phase 4.4 Planning Portion – Includes RFP III. - Report of Planning Portion A and B.

A. Presentation to the Board.
B. Provide final report documenting planning portion.

IMPLEMENTATION PORTION

Phase 5: Implementation Strategy and Plan - Includes RFP I. - Assist Staff A through D.

Achieving strategic goals can be challenging without clear deadlines and accountability. To address this, CP2 Consulting, in collaboration with the Village, will focus on fostering buy-in across the organization and developing an implementation strategy that actively engages employees in advancing the strategic plan over the next five-plus years.

CP2 Consulting will assist in forming an Implementation Team with staff from various levels and job functions. While some initiatives may be department-specific, a cross-departmental team ensures better integration, accountability, and sustained momentum. This approach allows for seamless coordination of projects spanning multiple departments while promoting overall organizational alignment.

The Implementation Plan development process will ensure departments work together toward measurable progress on shared goals. Additionally, we will explore resources for tracking progress, from spreadsheets to software, depending on the organization's preferences.

Phase 5.1 Strategic Plan Implementation Session #1 – Develop Strategic Initiatives/Project Plans – RFP II & III. - Provide framework for incorporation.

This session is conducted with the Implementation Team and focuses on cascading the strategic plan throughout the organization through the development of initiatives and project plans. Project plans will be developed to include milestones to measure progress on initiatives, providing accountability. Framework will be provided for incorporation in the budget process and to assist with cost estimates for significant action items, if needed. Options to manage the Strategic Plan progress, including internal tracking or using external software, will be determined with the leadership team. Artificial Intelligence (AI) may be incorporated into the session using consultant-provided laptops.

As part of the implementation process, CP2 Consulting will provide a framework for implementation that enables staff to conduct internal/external scan, including evaluation of performance metrics to determine whether the Village is on track toward its strategic goals. This includes identifying any new factors that may impact progress and determining when a shift in approach may be needed, all while staying aligned with the overall strategic direction. We will guide staff through the first 6–12 months after the implementation plan is finalized to ensure they are confident in applying the process independently moving forward.

A Strategic Plan Final Report that includes an Executive Summary will be submitted to the Administrator once initiatives are established.

Phase 5.2 Strategic Plan Implementation Session #2 – Project Plan refinement and integration

This session is conducted with the Implementation Team and focuses on further cascading of the strategic plan throughout the organization to achieve integration of effort across service areas. It includes the development of the first year's workplan, including deadlines and task responsibilities. Development of a Learning Culture will be introduced via a facilitated conversation and key elements incorporated in the Implementation Plan.

Phase 5.3 Presentation to the Village Board for the Implementation Plan. – RFP IV.

Phase 5.4 Final Report of Implementation Plan, suitable for internal and external audiences. – RFP. V

Phase 5.5 Quarterly Check-ins

Three sessions are conducted remotely with the Implementation Team to discuss progress on strategic goals and building of organizational culture. The sessions are generally 30-60 minutes, conducted remotely via Zoom with the Implementation Team and focus on sharing successes and finding solutions for obstacles. Progress on Strategic Plan Implementation will be discussed.

RFP #5. Proposed Schedule of Consulting Services

The proposed strategic planning process is broken into clearly defined phases, each with detailed methodology, project management steps, and points of interaction with Village staff and elected officials. This approach is described in detail in the Scope of Required Services section. The chart below serves as a visual companion to that narrative, outlining a proposed schedule for key project activities and deliverables.

Strategic planning meeting activities and workshops will be scheduled on dates that are mutually convenient for the Village of Westmont and CP2 Consulting. While the exact timing may be refined during project launch, the following sample timeline outlines the anticipated sequence and duration of each project phase. This schedule aligns with the methodology and deliverables described in the Scope of Required Services.

Sample Project Outline/Time Frame

Phase	Potential Dates*	Task & Activities
1	September 15th	**Project Initiation:** Project planning, kick-off senior management session
2	September 22nd to October 20th	**Stakeholder Engagement**: Internal and external interviews, focus groups, surveys. Village Board individual interviews.
3	September 22nd to October 20th	**Understanding of Operating Environment**: Development of environmental scan, organizational profile, SWOT analysis and leadership survey
4	**Strategic Planning Workshops**	
4.1	October 29th	**SP Session #1**: Review stakeholder feedback, environmental scan, organizational profile
4.2	November 4th	**SP Session #2:** Village Board Workshop. Review and updating of mission, vision, and values as appropriate, determine goals.
4.3 4.4	November 11th	**SP Session #3:** Meeting preparation, strategic planning session including review and updating of establishing outcomes, key indicators, and targets.
5	**Implementation Strategy and Plan**	
5.1	December 4th	**Implementation Session #1**: Meeting preparation, management & staff session, finalize outcomes, key indicators, targets; develop initiatives
5.1	December 4th	**Deliverable:** Summary report including executive summary submitted for client review
5.2 5.3 5.4	December 11th	**Implementation Session #2**: Meeting preparation, project plan refinement
5.5	March, June, September 2026	**Quarterly Check-Ins**: Meeting preparation, consultant-client review, strategy session, follow up.

Dates to be confirmed after initial project meeting between the Village project staff and* CP2 *Consulting.

RFP #6. References

CP2 Consulting has worked with or is currently working with numerous clients on strategic plans and strategic plan implementation. **References include:**

Reference 1 :

Matt Harline
Former Village Manager
Village of Villa Park, IL
matthewcharline@gmail.com
573-682-0891(cell)

Villa Park, IL had struggled with lack of specific performance indicators and clear Objectives/Outcomes in past strategic plans, impacting their ability to implement their plan successfully. The plan is already producing tangible results, informing decisions about the upcoming budget and helping the Village understand what data they need to better understand in order to meet strategic plan goals. (adopted strategic plan attached)

	A strategic plan for the Village of Westmont would share many of the same goals and challenges as Villa Park's, particularly the need for clear performance indicators, budget alignment, and improved use of data to guide decision-making. Like Villa Park, Westmont could benefit from a focused and measurable approach that supports implementation, enhances accountability, and ties strategic priorities directly to resource allocation and community impact. (adopted strategic plan attached)

Reference 2:

Ben McCready Assistant City Administrator City of Geneva, IL bmccready@geneva.il.us 630-938-4540 (O)	Geneva, IL and their resident-led Strategic Plan Advisory Committee (SPAC) needed a strategic plan that reflected current community priorities and was an effective document for guiding policy and budget development. CP2 Consulting worked with staff and SPAC to involve key stakeholder perspectives at multiple points during the process. Easily understood performance metrics clearly measure progress within the updated strategic plan structure. ***Click Here to view Strategic Plan.*** A strategic plan for the Village of Westmont would be similar in its emphasis on aligning community priorities with actionable goals and measurable outcomes. Like Geneva, Westmont could benefit from structured stakeholder engagement and the inclusion of clear performance metrics that guide both policy decisions and budget planning. A collaborative approach would ensure the plan reflects resident values while also serving as a practical tool for governance and implementation.

Reference 3:

Phil Kiraly Village Manager Village of Glencoe, IL pkiraly@villageofglencoe.org 847-461-1101 (O)	Glencoe, IL is a high-performing local government that adopted an ambitious strategic plan in FY 2019. With their team over-extended, in 2024 they worked with CP2 Consulting to develop a right-sized strategic plan with a clear implementation strategy to ensure successful accomplishment of the Village's long-term goals. (adopted strategic plan attached) A strategic plan for the Village of Westmont would mirror Glencoe's in the need of a practical, right-sized approach that fits the available capacity while still advancing long-term goals. Like Glencoe, Westmont could benefit from a focused implementation strategy that sets realistic priorities, aligns with staff resources, and supports continued progress without overburdening the organization.

RFP #7. Additional Information

CP2 Consulting believes this proposal provides a comprehensive response to the Village's request, and we have no additional information to submit at this time. However, if there are any services or processes not clearly addressed, we welcome the opportunity to provide clarification.

RFP #8. Cost Proposal

CP2 Consulting has provided a detailed cost proposal that breaks out costs by phase aligned with the Scope of Services outlined in this proposal. All costs reflect the work of a single consultant, Cory Poris Plasch, who will be responsible for delivering this engagement. Payment terms and the timing of progress payments are provided below as part of this cost proposal.

Phase	Task	Hours	Cost
1	**Project Launch**	**3**	**$ 675**
2	**Stakeholder Engagement:**	**18**	**$ 4,050**
3	**Understanding of Operating Environment**	**20**	**$ 4,500**
	Data review and synthesis, focus group report; presentation prep	**12**	**$ 2,700**
4.1	**Strategic Planning Session #1**	**5**	**$ 1,125**
	SWOT survey, interviews with City Leadership Team	**5**	**$ 1,125**
4.2	**Strategic Planning Session #2**	**7**	**$ 1,575**
4.3	**Strategic Planning Session #3**	**7**	**$ 1,575**
4.4	**Board Presentation**	**5**	**$ 1,125**
5.1	**Implementation Session #1**	**12**	**$ 2,700**
5.1	**Deliverable: Summary Report**	**15**	**$ 3,375**
5.2	**Implementation Session #2**	**10**	**$ 2,250**
5.3&5.4	**Board presentation and final report**	**15**	**$ 3,375**
5.5	**Quarterly Check-Ins**	**9**	**$ 2,025**
	Total	143	$ 32,175

All proposed costs are inclusive. There are no additional expenses anticipated - travel costs, facilitation materials, and standard project resources are all included in the total project fee.

Any adjustments to scope or cost will be discussed and agreed upon in advance, ensuring full transparency throughout the process.

Payment Terms: Payment Due upon receipt

- 25% due upon execution of this agreement
- 25% due 60 days following the agreement's execution
- 25% due 90 days following the agreement's execution
- 25% due upon submission of the final report

RFP #9. Sample Contract

We have reviewed the RFP's terms and conditions and agree to them as presented; therefore, no sample contract is submitted.

EXHIBIT "B"

RFP

Request for Proposals

for

STRATEGIC PLANNING SERVICES

By

The Village of Westmont

31 W Quincy Street
Westmont IL 60559

PUBLIC NOTICE

The Village of Westmont is soliciting proposals from a qualified and experienced consultant to facilitate a strategic plan process, to include both planning and implementation.

Proposals must be submitted via email to **stratplan@westmont.il.gov with the subject "Strategic Plan Proposal" no later than 4:00 pm on July 18, 2025.**

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BACKGROUND

The Village of Westmont is a non-home rule municipality with a population of just under 25,000 in southeast DuPage County, Illinois. There is generally community support for the Village and a good working relationship with other governmental bodies. Many residents tout our small-town feel and community events, which the Village supports but are generally administered by others.

Westmont is a collar community of Chicago, ideally located “in the middle of it all” being centrally located between 4 major highways, 2 major airports, and being on a rail line. The Village has 3 primary commercial corridors: Ogden Ave, Downtown along Cass Ave, and the South Westmont Business District at 63rd St & Cass Ave . There are also three employment districts: an office park along Pasquinelli Drive just west of Route 83, a manufacturing district on the northside, and a smaller one adjacent to the South Westmont Business District. There are 6 different school districts within the Village, though one district covers about 50% of the Village. The Library and Park District are separate entities that largely share boundaries with the Village.

The Village provides services to its residents through the following Departments: Administration, Community Development, Finance, Fire, Police, and Public Works. The Village has a Mayor-Trustee form of government with an appointed Village Manager, who is responsible for implementing Village Board policies and coordinating the work of all Village departments. The FY2025 approved budget is $84,421,664 in expenditures across all funds, of which $37,146,457 are expenditures from the general operating fund. The Village employs roughly 115 full-time employees and 96 part-time employees, including a primarily part-time fire department.

The Village is currently experiencing a shift in leadership, with both a new Mayor and Manager since May of 2025, though they have been connected with the Village in other roles for 14 years and 28 years respectively. Our recently retired Mayor and Manager had over a decade in their most recent roles and multiple decades of work within the community. Additionally, three of our six Trustees and our elected Clerk have served for less than 6 months. At this time of transition, we are interested in charting a direction for our future. In connection with this, the Village is also working on other long-range plans by moving towards an update to our Comprehensive Plan and establishing a Communications Plan through a Marketing/Branding study. Preference will be given to respondents who can demonstrate their ability to work with these other processes.

The Village has had a series of previous Strategic Plans. The most recent one was adopted in January 2016, and is available on the Village's website. However, while some similar themes may emerge, the Strategic Plan resulting from this process should be viewed as a complete rewrite, rather than an update of the last plan. It is expected this plan will differ from the previous Strategic Plan(s), to be more in keeping with the description in the Scope of Services.

SCOPE OF SERVICES

Respondents will be responsible for assisting the Village in both the planning and implementation portions of this engagement. All deliverables shall be provided in native and pdf format. The Village utilizes google suite for day to day business, and any deliverables shall be compatible with google suite.

PLANNING PORTION

The planning portion will include, but is not limited to:

I. Community Outreach
   - A. Public outreach - including a community survey and other recommendations such as focus groups, social media discussion, and community meeting(s).
   - B. Media - including working with staff to prepare articles for the Village newsletter, website, and social media releases.
   - C. Interviews with stakeholders both internal and external including at a minimum elected officials, staff, contacts from other local governmental entities, chamber of commerce, businesses, residents, and local organizations. The new Village Manager has also conducted interviews with several key stakeholders, and will provide that information as well.
   - D. One workshop with the Village Board.

II. Data Synthesis
   - A. Data collection and analysis by the consultant.
   - B. Working with staff, synthesize the data to identify what direction the Village wants to go, a general statement of how we believe that will be achieved, and a small number of key areas of focus.

III. Report of Planning Portion
   - A. Presentation to the Board.
   - B. Provide final report documenting planning portion.

IMPLEMENTATION PORTION

The implementation portion will include, but is not limited to:

I. Assist staff in identifying the following:
   - A. How individual divisions can contribute towards this direction and areas of focus.
   - B. Specific steps to take to move in the identified direction.
   - C. A proposed timeline for implementation that includes targets/milestones.
   - D. Metrics to measure success, including how to collect and interpret these metrics.

II. Provide a framework for incorporation in the budget process, and assist with cost estimates for significant action items if needed.

III. Provide a framework for a process by which staff can perform both internal and external scans to determine if the methods for moving in the desired direction are still working, if there are other factors that may impact the steps we take, and how to pivot to other methods while still focusing on the overall direction. The consultant will walk staff through the first scan 6-12 months after the Implementation plan is built out.

IV. Presentation to the Village Board for the Implementation Plan.

V. Final report of Implementation Plan, suitable for internal and external audiences.

SELECTION CRITERIA & PROCESS

SELECTION CRITERIA

Proposals will be evaluated by the selection team, a small group of Village staff on the basis of which proposal is most advantageous to the Village. Critical factors include, but are not limited to:

1. **Proposed Project Approach** - including compliance with items outlined in the Scope of Services, timeline, the ability to work with other planning projects (comprehensive plan & marketing/branding study), and work product samples and references from prior clients, especially Illinois municipalities.
2. **Professional and Technical Competence** - including experience and qualifications with preference given to experience with the implementation portion of strategic planning and/or municipal experience.
3. **Compliance** - including adherence to the instructions and submission of all documents in the requested format.
4. **Proposed cost of service -** identify the major tasks and milestones as listed above in an itemized cost proposal which includes the personnel performing the task, their hours and hourly rates. Also identify any optional tasks that are recommended to strengthen the outcome of the project.
5. **Interview** - if invited, including overall professionalism, responses to questions, ability to work effectively with Village staff and elected officials, and ability to connect with the community.

SELECTION PROCESS

The selection process will include a four-phase evaluation process:

1. **Proposal Evaluation** - Proposals will be evaluated by the Selection Team based on criteria 1-4 listed above. This will help identify which proposer(s) enter the interview phase.
2. **Interviews** - If the Village decides to conduct interviews either in person or via video conference, the shortlisted proposers will be scheduled to attend interviews with the selection team. Project managers and lead staff members, as named in the proposals, are required to be in attendance. Other key team members are strongly encouraged to be present as well. Following interviews, the shortlisted candidates may be re-evaluated using the criteria above to finalize selection.
3. **Scope and Contract Negotiations** - The proposer selected with the process above will be invited to enter into negotiations with the Village regarding the scope of services and contract. Failure to reach consensus will result in the proposer not being considered further; the Village may elect to begin negotiations with another selected proposer or conduct a new procurement.
4. **Village Board Approval** - Following completion of Phases 1-3, Village staff will recommend the selected proposer for Village Board approval.

Responses will be evaluated in confidence, but made available to the public after contract award. The Village reserves the right to request additional information during the evaluation period and may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. During such discussions, the selection committee shall not disclose any information derived from one proposer to any other proposer. The Village reserves the right to reject any or all proposals, waive any minor defects, irregularities, or informalities, and select the consultant that best meets the needs of the Village and its employees. The Village reserves the right to select and terminate any consultant as deemed necessary based on the needs of the Village and its employees. The Village also reserves the right to utilize the selected consultant for future phases of the project.

TENTATIVE SCHEDULE

6/6/2025	RFP issued.
6/20/2025	Last day to ask questions. All questions must be received via email to stratplan@westmont.il.gov by 4:00 pm.
7/3/2025	Responses to questions posted.
7/18/2025	**Proposals submitted** to the Village by 4:00 pm. The contents of the response are listed under Submission Instructions.
7/28/2025	Selected proposers will be notified that they have been chosen to be interviewed.
Week of 8/11	Interviews will be conducted with the shortlisted proposers.
8/15/2025	Firm selected for award will be notified to begin negotiations.
8/21 or 9/4	Village Board award.

SUBMISSION INSTRUCTIONS

Submit responses via email to: stratplan@westmont.il.gov with the **subject "Strategic Plan Proposal"** no later than **4:00 pm** local time on **July 18, 2025**.

Submissions should contain the following:

1. **Cover Letter** - including name of proposing consultant, address of respondent, and contact information (email & phone number) for those authorized to answer technical, price, and contract questions.
2. **Table of Contents**
3. **Consulting Firm Background and Experience** - including information on the team who will service the contract, the range of services previously performed and relevant experience of staff and the firm, especially highlighting experience in both the Planning and Implementation portions and with Illinois municipalities.
4. **Scope of Required Services** - including the firm's approach to accomplishing the services described in the Scope of Services section. This should include a description of the proposed methodology for each service and a reference to how you would be able to integrate with other long-range planning processes that may be ongoing around the same time (comprehensive plan & marketing/branding study).
5. **Proposed Schedule of Consulting Services** - including a timeline for the project based on services listed. Include a detailed discussion of the approach, methodology, project management, and how the consultant will interact with the Village, broken into phases.
6. **References** - including a list of municipalities in Illinois for which you performed a similar service and a minimum of three specific references with examples of work provided for review. For each specific reference, provide a contact person including email and telephone number.
7. **Additional Information** - including anything else that is important for the Village to know to gain a better understanding of the proposed services and/or your capabilities.
8. **Cost Proposal** - including all the required components referenced above, detailing personnel and all other costs associated with the project. Each individual component in the Scope of Services should be broken out separately. Respondents should include payment terms as part of the cost proposal, including the timing of any progress payments.
9. **Sample Contract**

APPENDIX A - Village General Terms & Conditions

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR. THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASES OF WORK BY OR ON BEHALF OF THE VILLAGE OF WESTMONT UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE PURCHASE ORDER.

INDEMNIFICATION:

Vendor shall indemnify and hold harmless and defend the Village, its officers, employees, and agents from any and all claims, suits, actions, costs, regulatory fines and liability and fees, including attorney fees, because of any negligent act or omission, or misconduct of the Vendor, its employees and agents, or its subcontractor(s) connected with the performance of this Contract. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing contained herein shall be constructed as prohibiting the Village, its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. Vendor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

PATENTS AND COPYRIGHTS:

If an article sold and delivered to the Village hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the Village, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the Village in violation or right under such patent or copyright.

NON-WAIVER OF RIGHTS:

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

COMPLIANCE WITH LAWS:

The Vendor certifies that in performing this Contract they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

LAWS GOVERNING:

This Contract shall be governed by and construed according to the laws of the State of Illinois. Venue for any action related to this Contract shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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

TERMINATION:
This Contract may be terminated at any time upon thirty (30) days written notice by either party. In addition, the Village shall have the right to terminate this contract upon 30 days written notice for any reason. Mailing of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

DATA AND DOCUMENTS:
Any survey data, reports, studies, and other documents required to be prepared by Vendor for the Project shall be the property of the Village. In the event of a Freedom of Information Action (FOIA) request to the municipality for documents in the Vendor's possession, Vendor agrees to provide requested information to the Village within 4 business days for noncommercial requests and 18 business days for commercial requests.

SUCCESSORS AND ASSIGNS:
The Village and Vendor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Contract and to the partners, successors, executors administrators and assigns of such other party in respect to all covenants of this Contract. Except as above, neither the Village nor the Vendor shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Vendor.

FORCE MAJEURE:
Neither the Vendor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, fires, natural calamities, riots or demands or requirements of governmental agencies other than the Village.

NON-APPROPRIATIONS CLAUSE:
The terms of any contract resulting from the solicitation and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being approved by the Village Board. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the Village may terminate its obligations under the contract if sufficient appropriations are not approved by the Village Board to pay amounts due for multiple year contracts. The Village's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final.

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between

____

("LESSOR") (Name, Address, Zip Code)

and the Illinois Senate ("LESSEE") by its agent, State Senator ferw ______________________________ ("SENATOR"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

1. From ____________________ until ____________________, LESSOR agrees to lease to LESSEE, for use as a state legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

   ____

   ____

2. Square Footage __________

ARTICLE II. RENT

1. LESSEE agrees to pay LESSOR as rent $ _________________________ dollars per month, mailed to LESSOR at the above address. Payments to be made ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually, in advance.

2. Any additional expenses if applicable ____

3. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

ARTICLE III. USE

1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a legislative district office.

ARTICLE IV. POSSESSION

1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

1. Utilities are the responsibility of ☐ LESSOR or ☐ LESSEE.
   Additional details if applicable ____

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.

2. LESSOR shall provide and maintain air conditioning and heating systems.

3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises, except for repairs to and maintenance of the LESSEE's personal property.

4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises.

5. LESSOR is responsible for ensuring that the premises complies with all Federal and State laws and local codes and ordinances.

ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the lease.

2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the lease.

ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

ARTICLE IX. TERMINATION

1. LESSEE/LESSOR may terminate the Lease by giving LESSOR/LESSEE thirty (30) days' written notice of intention to terminate the Lease.

ARTICLE X. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XI. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.

ARTICLE XIII. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XIV. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than $2,000,000 per occurrence.

ARTICLE XV. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.

2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this lease, LESSOR certifies that the premises and services provided under this lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.

3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.

4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.

5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(c).

6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.

7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.

8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/2-105

9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.

10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.

11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.

12. Disclosure and Potential Conflicts of Interest Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or SENATOR of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. *Include name, address, and proportionate or dollar amount of share, as applicable.*

    ____
    ____
    ____

13. Real Estate Lease Form Disclosure Statement. **Attached form (2 pages) must be completed and notarized.**

14. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is ________________________.

15. Legal Status Disclosure. LESSOR is doing business as (please check one):

- ☐ Individual
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Governmental Entity
- ☐ Estate or Legal Trust
- ☐ Limited Liability Company **(Must check one of the boxes below)**
  - ☐ S-Corporation ☐ C-Corporation ☐ Partnership
- ☐ Tax-Exempt Hospital or Extended Care Facility
- ☐ Corporation Providing or Billing Medical and/or Health Care Services
- ☐ Corporation NOT Providing or Billing Medical and/or Health Care Services
- ☐ Nonresident Alien Individual
- ☐ Foreign Corporation, Partnership, Estate or Trust
- ☐ Other______________

NOTE: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is NOT disregarded from the owner for US federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

ARTICLE XVI. GENERAL PROVISIONS

1. This lease is subject to all applicable laws of the State of Illinois.

2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.

3. This person or agent is not my spouse, parent, grandparent, child, grandchild, aunt, uncle, niece, nephew, brother, sister, first cousin, brother-in-law, sister-in-law, mother or father-in-law, son-in-law or daughter-in-law. *See* 25 ILCS 115/4.2. The services performed were not in connection with any political campaign but were in connection with my legislative duties and responsibilities.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: ____________________	LESSEE: *Illinois Senate*
BY: ____________________ Signature of LESSOR's authorized agent	BY: *State Senator*____________________ Signature of SENATOR
BY: ____________________ Printed Name of LESSOR's authorized agent	BY: *State Senator* ____________________ Printed Name of SENATOR
DATED: ____________________	DATED: ____________________

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 l/2% of the total distributable income of any corporation with an interest in the lease. **FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.**

I A. Address of Premises ____

II **INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.**

☐

FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)
INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.

☐

LEASE HOLDER OR SUBLESSEE
INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.

☐

LAND TRUST OR OTHER TRUST
INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.

☐

OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST
INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.

☐

OTHER (PLEASE DESCRIBE)
INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY.

III **IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH**

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: ______________________________
2. The name and address of the registered agent: ______________________________

________ ______________________________

3. The names of all shareholders entitled to receive more than 7 l/2% of the total distributable income of the corporation:____________ ______________________________

________ ______________________________

4. The name of the person (s) authorized to execute the contracts on behalf of the corporation : ________________

________ ______________________________

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST

1. The names of all partners (include limited partners if applicable):______________________________

________ ______________________________

2. If limited partnership, the names and addresses of all general partners: ______________________________

________ ______________________________

IV **THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

☐ NO ☐ YES If "YES", explain employment and/or relationship.

V **THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

I, ______________________________, state on oath or affirm that I am (title) ______________________________ of (firm/name) ______________________________and that the disclosure made above is true and correct. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

____
Signature Date

____
Title

NOTARY:

STATE OF ILLINOIS
COUNTY OF ______________________________

I, ______________________________, certify that on ______________________________, 20 25 **______________________________, personally appeared before me and swore or affirmed that he/she signed this document as ______________________________ of ______________________________ and that the information provided was true and correct.**

______________________________ ______________________________
Notary Public **Commission Expires**

IL. 401-1035 (Revised l/95)

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (the Lease and this Addendum are referred to herein collectively as the "Lease") is by and between the Village of Westmont, an Illinois municipal corporation ("Lessor") and the Illinois Senate and its agent, Senator Suzy Glowiak Hilton, ("Lessee") and dated this ___2nd______ day of September, 2025.

1. PREMISES; PARKING

Lessor is the legal owner of a municipal building located at 1 South Cass Avenue, Westmont, Illinois, commonly known as Westmont Centre in consideration of the mutual promises, covenants and conditions set forth herein, Lessor hereby leases to Lessee space within Westmont Centre identified as follows: Second floor office space consisting of approximately 840 square feet and commonly referred to as Suites 203 (hereinafter the "Premises").

Lessee shall also have the non-exclusive right to use the Basement Meeting Room of Westmont Centre as forth in more detail herein.

It is anticipated that Lessee shall have no more than three employees utilizing the Premises. Said employees shall be permitted to park in the attached parking lot located to the east of Westmont Centre. Lessor and Lessee shall reasonably agree on appropriate parking locations for any additional employees of Lessee, which may be located off-site due to parking shortages. If Lessee conducts special events in the Basement Meeting Room, Lessee shall coordinate with the Village of Westmont Facilities Manager for Westmont Centre and the Village of Westmont Police Department for appropriate parking locations for Lessee's invitees and guests attending such seminars, classes or special events. Under no circumstances shall Lessee's guests and invitees at such special events be permitted to park in the attached parking lot of Westmont Centre.

2. TERM.

2.1 Initial Term. The initial term ("Term") of this Lease shall commence on November 1, 2025 and ending on January 13, 2027, unless earlier terminated or extended as provided herein.

2.2 Right To Terminate. Lessee shall have the right to terminate this Lease for any reason upon thirty (30) days advance written notice to Lessor of its intention to terminate. Lessor shall likewise have the right to terminate this Lease for any reason upon sixty (60) days advance written notice to Lessee of its intention to terminate.

3. RENT.

3.1 Base Rent. Lessee shall pay no base rent or other rental charges to Lessor for its use of the Premises under this Lease. Lessor acknowledges that Lessee provides a valuable public service which will provide valuable exposure for the Village of Westmont and attract potential business to Westmont businesses, serving as valuable consideration in lieu of rent payments. However, although Lessee shall pay no Base Rent to Lessor, Lessee shall be responsible for Additional Rent as stated in Section 3.2 below.

3.2 Additional Rent. Lessee shall pay as Additional Rent to Lessor its share of common area maintenance ("CAM") expenses, which shall be calculated at nine dollars and thirty-five cents ($9.35) per square foot of Lessee's rentable space per year, payable in equal monthly installments. Based upon this calculation, Lessee's annual CAM expenses shall be $7,854, payable in equal monthly installments of $654.50. Lessee shall pay such Additional Rent to Lessor on or before the first day of the month for each month of the Lease term.

3.3 Taxes. The underlying property is currently exempt from real estate taxes. In the event that real estate taxes are assessed against all or a portion of the underlying property due to Lessee's use of the Premises, then Lessor shall pay such real estate taxes and Lessee shall have no obligation in this regard.

3.4 Utilities. Lessor shall be responsible for payment of all utilities for the Premises as the result of the Lessee's use, and Lessee shall have no obligations in this regard. Such utility charges include, but are not limited to, water, gas, sanitary sewer, refuse removal and electricity. Lessee shall be responsible for payment of its own telephone bills, DSL or other cable/modem charges, or other such similar utilities or quasi-utilities services requested specifically by Lessee for the operation of its business. Lessor shall be responsible for maintenance as set forth herein.

4. USE.

Lessee may use and occupy the Premises for general office purposes consistent with Lessee's primary purpose, and for no other reason. Lessee, its employees and agents shall operate no other business from the Premises. It is anticipated that Lessee will conduct customary and usual business between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. To the extent Lessee's employees require use of the Premises during non-business hours, including weekends, Lessee shall be responsible for coordinating with the Village of Westmont Facilities Manager for Westmont Centre proper security protocol for entering and exiting Westmont Centre during such non-business hours. Lessee shall permit no persons other than its employees to use the Premises during the non-business hours set forth above.

4.1 Use of Basement Meeting Room. Lessee shall be entitled to use the Basement Meeting Room for the purpose of conducting special events and similar functions from time to time as needed. Lessee shall provide a schedule of all such events in the Basement Meeting Room at least seven (7) days in advance to the Facilities Manager. Lessee shall have priority use of the Basement Meeting Room provided this advance notice is given. Lessee understands that its right to use the Basement Meeting Room in non-exclusive and Lessor may authorize other persons to utilize said space at times when not utilized by Lessee.

Lessee shall be permitted to provide or cater in food and beverages to the Basement Meeting Room for such events. Lessee shall not be permitted to sell or serve alcohol in the Basement Meeting Room or anywhere in the Premises under any circumstances.

Lessee shall only use and occupy the Basement Meeting Room between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday. Lessee must secure advanced written permission from the Facilities Manager if it desires to use the Basement Meeting Room during any other hours. Lessee shall abide by all reasonable restrictions imposed by the Facilities Manager regarding such after-hours use, and consent for such use shall not be unreasonably withheld by the Facilities Manager.

Lessee shall not be permitted to use or occupy any other portion of the Westmont Centre other than the Premises and the Basement Meeting Room. No guests, invitees or agents of Lessee shall be permitted to use or occupy any space of the Westmont Centre other than the Premises or the Basement Meeting Room.

5. MAINTENANCE, REPAIRS, ALTERATIONS.

5.1 <u>Lessor's Obligations.</u> Lessor shall provide for all maintenance of Westmont Centre, including the Premises and Basement Meeting Room, except as otherwise provided herein. Janitorial services shall be provided by Lessor to the common areas of Westmont Centre and the Premises, and shall be performed on a daily basis. The pro-rata cost of such janitorial service is included as part of Lessee's Additional Rent. Lessor shall provide the Premises to Lessee in broom-clean condition, but shall perform no specific alterations, painting or other maintenance to the Premises for Lessee's use. Lessor shall be responsible for maintenance of the parking lot and exterior grounds of Westmont Centre at no charge to Lessee. Lessor shall be responsible for maintenance of all mechanical systems of Westmont Centre which serve the Premises.

5.2 <u>Lessee's Obligations.</u> Lessee shall be obligated to keep and maintain the Premises in a neat and orderly condition. Upon termination of this Lease, Lessee shall vacate the Premises in broom clean condition, normal wear and tear excepted. On the occasions that Lessee utilizes the Basement Meeting Room for seminars, classes or any other use permitted by this Lease, it shall be Lessee's obligation at its sole cost and expense to thoroughly clean the Basement Meeting Room and restore it to its condition prior to Lessee's use. In the event Lessee fails to properly maintain the Basement Meeting Room after its use, such maintenance shall be performed by Lessor and chargeable to Lessee at the rate of $30.00 per hour.

Lessee shall not perform any alterations to the Premises without the express written consent of the Facilities Manager. Proposed material alterations (other than painting of walls in a neutral color, e.g.) may be refused for any reason by Lessor. Lessee shall not permit any liens to attach to the Westmont Centre property. In the event Lessee permits such a lien to attach, it shall take all actions necessary to remove such lien within sixty (60) days from the notice such lien is recorded against the property.

Lessee shall be responsible to repair or replace any material damage caused to the Premises or Westmont Centre as a result of its use, or the use by its guests, invitees and agents, but excluding ordinary wear and tear.

Lessor shall be permitted to inspect the Premises from time to time upon advance notice to Lessee. Such inspection shall not interfere with Lessee's business operations.

6. INSURANCE: INDEMNITY.

6.1 [INTENTIONALLY DELETED]

6.2 Lessor' Insurance. During the term of this Lease and any extension thereof, Lessor shall obtain and keep in full force and effect similar Liability Insurance as stated above insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Lessor's activities upon, in or about Westmont Centre, including the Premises in the minimum amount of two million dollars ($2,000,000.00). Lessor's Liability Insurance shall be primary with respect to any claim arising out of Lessor's use of Westmont Centre or the Premises.

6.3 [Intentionally omitted.]

6.4 Indemnification by Lessor. Lessor shall defend, indemnify, and hold Lessee and Lessee's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorney's fees) arising in or in connection with any and all third party claims arising out of (a) injuries occurring on Westmont Centre property, including the Premises, arising out of Lessor's use of Westmont Centre under this Lease; (b) any intentional acts or negligence of Lessor or Lessor's agents, employees, invitees, guests or contractors; (c) any breech or default in the performance of any obligation on Lessor's part to be performed under this Lease. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of the Lease.

7. ASSIGNMENT AND SUBLETTING.

Lessee shall not be permitted to assign or sublet this Lease at any time.

8. DEFAULTS; REMEDIES

8.1 Lessee's Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee;

(a) The failure to pay Additional Rent as required by this Lease, after thirty-days written notice from Landlord.

(b) [Intentionally omitted.]

(c) The failure of Lessee to maintain the Premises, including the Basement Meeting Room, in a neat and orderly condition, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

(d) The failure by Lessee to observe or perform any of the covenants, conditions and provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

(e) [Intentionally omitted.]

The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

8.2 Remedies in Default. In the event of any such uncured default, Lessor may in accordance with procedures required by law, pursue the following remedies:

(a) Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall surrender possession of the Premises to Lessor within thirty (30) days after written notice from Lessor to Lessee. Such termination shall not preclude Lessor from seeking any damages from Lessee cause by Lessee's use of the Premises.

(b) Take any other legal action, including a lawsuit in law or equity, for damages or possession caused by Lessee's breach.

8.3 Lessor Defaults and Remedies. In the event Lessor fails to do, serve, keep and perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done, observed, kept or performed by Lessor, within thirty days after written notice by Lessee to Lessor of said failure (except when the nature of Lessor's obligation is such that more than thirty days are required for its performance, than Lessor shall not be deemed in default if it commences performance within the thirty day period and thereafter diligently pursues the cure to completion), then Lessee shall have the right to terminate this Lease as its sole remedy.

9. SIGNAGE.

Lessee shall have no right to install or place signs, awnings, or other advertising materials in or about the interior or exterior of the Premises. In the event that Lessee desires to install or place such signs, awnings or other advertising materials in or about the Premises, Lessee shall be required to obtain the advance, written consent by motion of the Village of Westmont Board of Trustees, which may be denied for any reason. The denial of such a request by Lessee shall not entitle Lessee to pursue any legal action against Lessor, its officers, employees, or agents. In the event such permission is granted by the Village of Westmont Board of Trustees, all such signs, awnings and/or advertising materials shall comply with all applicable laws, regulations and rules, as well as any additional restrictions imposed by the Board of Trustees.

10. OPTION TO RENEW.

Lessee shall have the option to renew this Lease for one additional two (2) year term, subject to all terms and conditions contained in this Lease, except that Lessee agrees to pay any Additional Rent, to be determined by Lessor's recalculation of its actual CAM expenses per Lessee's rentable space per year, payable in equal monthly installments. Lessee shall serve written notice of its intention to renew this Lease to Lessor no later than 45 days prior to the termination of this Lease.

11. MISCELLANEOUS.

11.1 Severability. The invalidity of any portion of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

11.2 Incorporation of Prior Agreements; Amendments. The Lease plus this Addendum contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Lessor specifically acknowledges that Lessee's employees at the Premises do not have the authority to modify the Lease or to waive Lessee's rights hereunder.

11.3 Waivers. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or subsequent breach by Lessee of the same or any other provision. No waiver shall be effective unless it is in writing, executed on behalf of Lessor.

11.4 Recording. Neither party may record this Lease or a short form or memorandum of this Lease.

11.5 Cumulative Remedies. Except or otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or inequity.

11.6 Binding Effect; Choice of Law. This Lease shall be binding upon and benefit to the parties, their personal representatives, successors and assigns. The Lease shall be governed by the Laws of the State of Illinois.

11.7 [INTENTIONALLY DELETED]

11.8 Destruction of Premises. In the event of the destruction of the Premises, or a destruction of Westmont Centre or any part thereof which renders Lessee's use of the Premises impossible or impracticable, Lessee shall have the right to immediately terminate this Lease.

11.9 Conflicts. In the event any provision herein conflicts with any provision in the Lease for Legislative District Office Space, the term or provision contained in the Lease for Legislative District Office Space shall prevail.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR:	**LESSEE:**
VILLAGE OF WESTMONT:	ILLINOIS SENATE, BY ITS AGENT, SENATOR SUZY GLOWIAK HILTON

MASTER LICENSE AGREEMENT BETWEEN

LUMOS FIBER OF ILLINOIS. LLC AND THE VILLAGE OF WESTMONT

This LICENSE AGREEMENT ("Agreement") made this _____ day of _____ 2025, between the Village of Westmont, an Illinois municipal corporation, with its principal offices located at 31 W. Quincy Street Westmont, Illinois 60559, hereinafter designated "Village", and Lumos Fiber of Illinois, LLC, an Illinois limited liability company, whose principal place of business 4100 Mendenhall Oaks Parkway, Suite 300, High Point, North Carolina, hereinafter designated "Licensee." Village and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for the construction of facilities on the public right-of-way; and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation, and maintenance of telecommunications facilities upon public property and in the public rights-of-way within its municipal boundaries; and

WHEREAS, the Licensee desires to construct, install, attach, operate, repair, maintain, and remove fiber telecommunications facilities in and/or upon the Village's public rights-of-way (the "ROWs") within the Village's boundaries, subject to the provisions of this Agreement and the applicable section(s) of the Village Code of the Village of Westmont ("Village Code"); and

WHEREAS, in consideration of the payment of license fees, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement and the applicable section(s) of the Village Code; and

WHEREAS, the Village Board of Trustees ("Village Board") has determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring a telecommunications company to come before the Village Board each time it seeks approval of a site specific permit for a facility within the ROW; and

WHEREAS, regulation of the deployment of telecommunication facilities within Village ROWs can be accomplished through the use of site specific permitting, managed and controlled by the Village, but only after a telecommunications company agrees to the terms of this Agreement; and

WHEREAS, Section 253 of the Federal Communications Act of 1934, as amended, including 47 U.S.C. Section 253, and Illinois 220 ILCS 5/21-1001, provides that the Village has the authority, subject to certain limitations, to control access to and use of the ROWs within the Village; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article XI, Division 80, Section 11-80-2 of the Illinois Municipal Code and Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, the Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1) <u>RECITALS:</u> The foregoing recitals are incorporated herein as definitions, substantive provisions and as representing the intent of the Parties.

2) <u>GRANT OF LICENSE:</u> For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and in compliance with all federal, state and local laws and regulations, the Village grants a non-exclusive revocable license ("License") to the Licensee for the use of the ROWs to construct, install, operate, use, own, repair, maintain and remove underground and aerial fiber telecommunications facilities ("Facilities").

   The License granted by this Agreement shall not convey any right, title, or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate the Licensee's rights hereunder. The rights granted to the Licensee by the Village are and shall be at all times subordinate to the Village's right to ingress into, egress out of, use, repair, maintain and otherwise utilize the Village's ROWs. All rights and obligations to the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense.

   This Agreement and the rights granted to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the Village's municipal boundaries or otherwise occupy the Village's ROWs.

3) <u>TERM AND FEES</u>: The term of this Agreement shall be for a period of five (5) years (the “Term”), beginning on the date that this Agreement is approved by the Village Board (the “Effective Date”), unless otherwise sooner terminated as provided for herein. During the Term, the Licensee shall pay a license fee in the amount of Seven Hundred Fifty Dollars ($750.00) for the first year, Five Hundred Dollars ($500.00) for each year thereafter and an initial fee of Two Thousand Seven Hundred Fifty Dollars ($2,750.00) to the Village prior to the issuance of any permits ("License Fee"). This Agreement shall automatically renew for an additional five (5) year term (“First

Renewal Term") provided that the Licensee is in full compliance with this Agreement. During the First Renewal Term, Licensee shall pay a license fee of Five Hundred and Fifty Dollars ($550.00) for each year of the First Renewal Term.

Following the First Renewal Term, this Agreement may be renewed by mutual agreement of the Parties for successive five (5) year terms ("Additional Renewal Terms") provided that the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. The Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to the expiration of the current term.

Unless otherwise provided by law, each Additional Renewal Term shall be subject to a License Fee that will be determined at the time of each renewal but shall not exceed a five percent (5%) increase of the License Fee from the last year of the prior Term. In the event the Licensee chooses not to renew this Agreement or the Parties cannot agree upon an amount for the License Fee for an Additional Renewal Term, the Agreement shall terminate and, if the Village so chooses and notifies the Licensee in writing of the decision, the Licensee shall remove all its Facilities from all Village ROWs and restore all Village ROWs as required herein. The Licensee shall also be required to pay any applicable permit fees, as amended from time to time, for each permit issued hereunder pursuant to Chapter 80, Article VIII of the Village Code.

4) TITLE AND CONDITION OF ROWs: It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the location and condition of the title or any and all boundaries of the ROWs; the location and condition of any and all underground duct or conduit in the ROWs; the location or condition of any and all utilities or facilities in the ROWs; the location or condition of any other improvements or soils located on the ROWs; or the suitability of the ROWs for the Licensee's intended use. The Licensee hereby assumes all risks associated with the placement, construction, installation, operation, use, ownership, repair, maintenance and removal of the Facilities within the ROWs and suitability of the ROWs for its Facilities. The Licensee accepts the ROWs in an "As Is, Where Is" condition, including any and all environmental conditions, and accordingly, the Village shall not be held liable for any damages, liabilities or claims of any kind concerning the title, boundaries, location or condition of the ROWs.

5) LOCATION: The location of the Facilities shall be as reasonably approved by the Village through the issuance of a permit. Such approval by the Village shall not be unreasonably withheld, conditioned, or delayed. The Village shall provide any maps, GIS files, KMZ maps, or similar files to Licensee before Licensee submits its permits for use of the ROWs, if available. The Licensee shall furnish to the Village all "as built" plans upon completion of construction under a permit issued pursuant to this Agreement and for all reconstruction, repair, relocation and other work performed thereon within ninety (90) days after completion of such work. Notwithstanding the foregoing, the Licensee shall not be required to provide "as built" plans for routine maintenance, reconstruction, or repair work performed. Unless otherwise stated on a permit issued by the Village, the Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the Village, by any utility, by the

general public or by any other persons authorized to use or be present in or upon the ROWs. The Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements within thirty (30) days of the Village's written notice to Licensee of such noncompliance.

6) USE OF ROWS: In the Licensee's use of the ROWs and any work to be performed thereon, the Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county, and local regulatory authorities, including the applicable provisions of the Village Code, including but not limited to Chapter 82, Article VIII, as may be amended from time to time ("Village ROW Standards"). In the event of a conflict between this Agreement and the Village ROW Standards, this Agreement shall control.

The Licensee shall use and occupy the ROWs to construct, install, operate, use, own, repair, maintain, and remove the Facilities, which shall be limited to underground conduit and fiber telecommunications cable where existing similar utilities are underground, and aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, for any unsanitary or unhealthful purposes or for any other use not permitted by the Village Code. All parts of the Licensee's Facilities shall be underground where feasible, where required by the Village Code, and as determined by existing conditions. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this Agreement and applicable Village ordinances.

The Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional or missile boring. If boring is not possible for installation of the required Facilities, the Licensee agrees to work with the Village to determine the method of installation to be used, and to obtain the permission of the Village. The Licensee should take all reasonable steps to avoid disturbing pavement for the installation, operation, repair, maintenance, or removal of its Facilities. To the extent that any such disturbance cannot be avoided, the Licensee, at its sole cost and expense, shall restore affected areas to their original condition following the installation of the Facilities. All movement and temporary storage of equipment and materials shall be confined to the area reasonably designated by the Village. The Licensee, at its sole cost and expense, shall promptly remove and dispose of, in accordance with any applicable laws or regulations, all surplus excavated material, tree stump(s) and any other debris resulting from the construction, installation, operation, use, repair, maintenance and removal of Facilities in the ROWs.

If the Facilities to be installed is within the right-of-way of another agency, documentation that a permit has been applied for from the other agency such as IDOT or DuPage County, or other state or county permits may be required.

7) INSTALLATION, OPERATION AND MAINTENANCE: As a condition precedent to its right to access, construct, install, operate, use, repair, maintain or attach any of its Facilities, the Licensee shall, prior to occupying any area in the Village's ROW,

submit a site specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Village a permit for each serving area. The Village may request additional information if necessary to process the application. The Licensee shall also pay any applicable permit fees as required by law and the Village ROW Standards.

Unless otherwise provided by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated by reference into each individual permit obtained for each location. The construction, installation, operation, use, repair, maintenance, and removal of the Facilities shall comply with all applicable ordinances, statutes, laws, or regulations.

The Licensee, in the performance and exercise of any of its authorizations and obligations under this Agreement, shall not obstruct or interfere in any manner with the Village ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and any other existing telecommunications facilities without the express written approval of the Village or the other owners, including franchisees, of the affected property. If the Licensee proposes to install its Facilities on a non-Village owned utility pole in the ROW, the Licensee shall submit its redacted written agreement with the franchisee or licensee which owns the existing utility pole as part of its permit application for the serving area.

The Licensee, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Facilities within the ROWs. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, and local laws, regulations, and policies. The Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROWs. The Licensee shall report any damage it causes to any affected party in writing within twenty-four (24) hours of being made aware of the damage. The Licensee shall reimburse the other party for reasonable damages caused by its employees, contractors, subcontractors, agents, representatives, or its Facilities.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), the Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided the Licensee shall comply with the requirements for Emergency Maintenance as set forth more particularly in the Village ROW Standards.

8) <u>MARKING:</u> Prior to and during any installation, relocation, or removal of any underground cables or utility lines, the Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by the Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The Village shall have no obligation to mark the location of the Licensee's Facilities or any other facilities not owned by the Village. The Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this Agreement and that such a system is designed to alert the Licensee to planned work in the rights-of-way, so that the Licensee can mark the location of its facilities to avoid damage. The Village shall have no obligation to alert the Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

9) PUBLIC SAFETY: The Licensee or other persons acting on its behalf, at its sole cost and expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of any work in or affecting the ROWs or other property. Licensee shall comply with the traffic control requirements set forth in the Village's ROW Standards.

If the Village, in its reasonable discretion, determines that a particular use of the ROWs by the Licensee is, or will be, hazardous to the public or the property, the Licensee, upon written notice from the Village, shall install commercially reasonable safety devices or make commercially reasonable modifications, at the Licensee's sole cost and expense, to render the ROWs safe for, and compatible with, public use. In the event the Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the Village may install such safety devices. In the event the Village installs such safety devices after the notice period has lapsed and without action by Licensee, the Licensee agrees to pay the actual costs of such improvements incurred by the Village, including but not limited to Village staff time, within forty-five (45) days of written demand, or the Village may terminate this Agreement, with all rights of the Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the Village arising out of this Agreement and its termination.

10) RESTORATION OF ROWS: Within ten (10) days after initial construction operations have been completed or after each and every repair, maintenance, relocation, or removal of the Facilities, the Licensee, at its sole cost and expense, shall grade and restore all areas disturbed to a condition substantially similar to that which existed prior to the work. Upon a written request from the Licensee, this time period may be extended by the Village for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, the Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at the Licensee's sole cost and expense and the Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by the Licensee or any person acting on the Licensee's behalf, the Licensee shall, at its sole cost and expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property caused by the Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence or intentional misconduct of the Village. All such restoration shall be performed in accordance with the Village ROW Standards and to the reasonable satisfaction of the Village.

The Licensee, at its sole cost and expense, shall restore any and all disturbed grass areas to a substantially similar condition as the areas were in prior to Licensee's work. The Licensee, at its sole cost and expense, shall properly backfill any and all open excavations necessary for the installation, repair, relocation, maintenance, or removal of the Facilities and shall replace any asphalt pavement or PCC concrete pavement or sidewalk with like-kind and quality of materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by the Licensee at its sole cost and expense in a condition satisfactory to the Village. Upon receipt of notice from the Village indicating that maintenance is required, Licensee will perform the work within a commercially reasonable timeframe. To the extent that maintenance is required within a Village ROW that multiple licensees are under maintenance obligations for, Licensee shall only be obligated to pay its proportionate share of the maintenance costs. The Village shall place in its other license agreements with other licensees the same or substantially similar language to ensure that Licensee is not paying more than its proportional share of the maintenance. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the Village to comply with the Village construction standards. All restoration work shall be completed in accordance with the Village ROW Standards or other Village zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event the Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property as set forth above, the Village may make or cause to be made such restoration or repairs and first demand payment from the Licensee, who agrees to pay the actual costs of such restoration or repairs within forty-five (45) days of written demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village, including but not limited to Village staff time and expense. In the event Licensee fails to make such payment, the Village may demand payment from the security posted by the Licensee, and the Village may take other action as authorized by this Agreement and the Village Code.

11) ENVIRONMENTAL: The Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without the prior written approval of the Village. The Licensee will take all reasonable steps to assure that the Licensee will not release any regulated material in violation of any federal or state environmental law on the ROWs. The Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with federal or state law, or directives of the appropriate oversight agency, a release of a regulated material in violation of a federal or state law occurring on the ROWs, to the extent such a release was caused by the Licensee. In the event of a release of a regulated material in violation of a state or federal law on the ROWs by the Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 15 shall apply.

12) DAMAGE TO THE LICENSEE'S FACILITIES: The Village shall not be liable for and the Licensee expressly waives any and all damages, liabilities and claims of any kind for any damage to or loss of the Licensee's Facilities within the ROWs except as may be due to the negligence or willful misconduct of the Village, its employees, contractors, subcontractors, agents, or invitees.

13) NO TRANSFER OR ASSIGNMENT: This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns. During the Term (including the First Renewal Term and Additional Renewal Terms, if any) of this Agreement, the Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent and approval of the Village; provided however, that the Licensee shall have the right, without the Village's prior written consent and approval, but with prior written notice to the Village, to assign or otherwise transfer this Agreement to any successor entity or affiliate or subsidiary of the Licensee, or to any entity into which the Licensee may be merged or consolidated or which purchases all or substantially all of the assets of the Licensee. Any such written consent and approval required under this Section may not be unreasonably withheld, conditioned, or delayed. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, the Licensee shall, nevertheless, remain liable to the Village under the provisions hereof, until said Facilities herein authorized are removed or abandoned pursuant to this Agreement, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than the Licensee shall not constitute a waiver of this provision. In all instances a successor Licensee shall notify the Village’s Director of Public Works of its legal identity, address, e-mail address, phone numbers, and the identity of its responsible representative to the Village.

14) INSURANCE.

a) The Licensee shall comply with all applicable insurance provisions of the Village's ROW Standards.

15) INDEMNIFICATION: The Licensee shall defend, indemnify, and hold harmless the Village, its officers, agents, employees, and elected officials as provided in the Village ROW Standards.

16) RESERVATION OF IMMUNITIES: Nothing in this Agreement shall be interpreted or constitute a waiver, release, or to otherwise compromise the Village's common law or statutory privileges or immunities, which are fully reserved.

17) THIRD-PERSON BENEFICIARIES: There are no third-person beneficiaries or parties to this Agreement.

18) SECURITY: Prior to performing any work in the ROWs, the Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars ($25,000), which shall be provided to the Village in the form, at the Licensee's election, of cash, bond, or an

unconditional letter of credit acceptable to the Village. This security fund shall serve as security for Licensee's obligations under this Agreement and for those purposes set forth in the Village ROW Standards, including, but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes, and standards, the proper location of the Facilities as specified by the Village, restoration of the ROWs, and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit, bond, or cash for the reasons set forth in this Agreement and the Village's ROW Standards, and the Village may require replenishment by the Licensee in accordance with the Village ROW Standards.

19) <u>DUTY TO PROVIDE INFORMATION:</u> Within fifteen (15) days of a written request from the Village, the Licensee shall furnish any information requested that is reasonably related to this Agreement, the License granted hereunder, and any business activities related to the License or business operations of the Licensee in the Village.

20) <u>NO ENCUMBRANCES:</u> The Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or be filed against title to the ROWs. The Licensee, at its sole cost and expense, shall be responsible for the satisfaction and removal (including but not limited to any and all attorney's fees incurred by the Village) of any such encumbrance.

21) <u>TAXES:</u> Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities.

22) <u>VIDEO PROGRAMMING:</u> The Licensee shall notify the Village if it intends on providing cable television content over the Facilities to subscribers within the Village. If required by law, the Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event the Licensee does provide cable television content over its Facilities.

23) <u>REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES:</u> Within one hundred and twenty (120) days following written notice from the Village, the Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the Village has determined, in the exercise of its governmental proprietary rights and powers, that such temporary or permanent removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Village improvement in or upon, or the operations of the Village in or upon, the ROWs. In the event that relocation of any or all of the Facilities is required and the Village and the Licensee are unable to identify a feasible alternative to relocation within the one hundred and twenty (120) day period, then the Village may terminate this Agreement, without penalty or payment to the Licensee, solely with respect to the portion of the ROWs required by the Village for the above reasons or other public purposes.

In the event the Licensee is required to disconnect, relocate, remove, change, or alter the position of part or all of its Facilities from the ROWs and fails to do so within the time delineated herein, the Village may make or cause to be made such disconnection, relocation, removal, change, or alteration, and the Licensee shall be liable to the Village for all costs (including but not limited to Village staff time and expense) regarding same. The Village may either demand payment from the Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

(a) Removal of Unauthorized Facilities: Within sixty (60) days following written notice from the Village, the Licensee shall either (i) present evidence that the facilities were indeed authorized, or (ii) at its sole cost and expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs. A facility is unauthorized and subject to removal in the following circumstances:

1) Upon expiration or termination of this Agreement or permit obtained by the Licensee, unless otherwise permitted by applicable law;

2) If the facility was constructed or installed without the prior grant of a license or permit;

3) If the facility was constructed, installed, operated, used, repaired or maintained in violation of this Agreement or the Village ROW Standards and not otherwise approved by the Village in writing; or

4) If the facility was constructed, installed, operated, used, repaired or maintained at a location not permitted by any permit obtained by the Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the Village in the sum of One Thousand Dollars ($1,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed to be a ratification of an unauthorized use. Licensee acknowledges and agrees that the calculation of actual damages to the Village in the event of such an unpermitted installation is difficult to ascertain, and this penalty constitutes a reasonable approximation of the Village’s damages. Licensee further acknowledges and agrees that the Village is not imposing this penalty provision as a threat to secure performance.

(b) Underground Relocation of Facilities: The Licensee shall, within a reasonable amount of time after the issuance of a permit following request of the Village, remove, modify, or relocate to underground all Facilities installed within the ROWs. The Licensee shall bear the sole cost and expense associated with the underground relocation, including but not limited to excavation, installation, maintenance, and restoration of any affected areas. The Licensee shall obtain all necessary permits and adhere to all federal, state, county, and local regulations while implementing the underground infrastructure. The Village retains the right to make such requests for underground relocation when deemed necessary, at the sole discretion of the Village, for aesthetic, safety, or environmental reasons.

(c) Emergency Removal or Relocation of Facilities: The Village retains the right and privilege to disconnect, cut, move, remove, or otherwise alter any part of the Licensee's Facilities located within the ROWs of the Village, as the Village may reasonably determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the Village shall attempt to notify the Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify the Licensee after cutting or removing any part of the Facilities by calling Licensee's contact, whose phone number can be found in Section 26 below.

24) TERMINATION: The Village may terminate this Agreement and the License granted herein for any of the following reasons:

(1) Licensee's failure to cure a breach of this Agreement or noncompliance with the Village ROW Standards or other ordinances and regulations of the Village, or the failure of Licensee to comply with other federal and state laws germane to the subject matter of this Agreement, after receipt of written notice and a thirty (30) day cure period. In instances where a cure has been commenced, but cannot reasonably be completed within the thirty (30) day cure period, the cure period may be extended by mutual agreement of the Parties; or

(2) The Licensee's physical presence or presence of the Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare, as determined by the Village; or

(3) The Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans.

Upon termination of this Agreement for any reason, the Licensee shall, within one hundred and eighty (180) days of written notice from the Village, remove its Facilities from all Village ROWs and restore all ROWs as required herein, other than any Facilities which the Village may permit to be abandoned in place.

The Licensee may terminate one or more of the Facilities' locations pursuant to this Agreement by giving at least thirty (30) days written notice. The Licensee will not be subject to any penalty or fee for terminating such Facilities' location prior to the end of any term of this Agreement.

25) NO WAIVER: The waiver by one Party of any breach of this Agreement or the failure of one Party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

26) NOTICES: All notices hereunder shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

VILLAGE:
Village of Westmont
31 W. Quincy Street
Westmont, IL 60559
Attn: Village Manager

LICENSEE:
Lumos Fiber of Illinois, LLC
4100 Mendenhall Oaks Pkwy, Suite 300
High Point, NC 27265
Attn: Chief Network Officer

Courtesy Copy to:
General Counsel at legal@lumosfiber.com

LICENSEE NOTICE OF CONTACT PHONE NUMBER: (336) 886-3630

Either Party may change the addressee and/or location for the giving of notice to it by providing thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

27) SEVERABILITY: In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

28) LAW AND VENUE: This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois. The exclusive venue for any legal disputes between the Village and Licensee shall be DuPage County, Illinois. The Party that substantially prevails in litigation over the enforcement or interpretation of this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs,

and costs of litigation from the other Party.

29) SECTION HEADINGS: The Section headings and references are for the convenience of the Parties and are not intended to limit, vary, define, or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

30) INTEGRATION: This Agreement together with all exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements, whether oral or written, between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Village or the Licensee, and all amendments hereto must be in writing 3

31) AMENDMENTS: This Agreement represents the entire agreement between the Parties. No oral changes or modifications of this Agreement shall be permitted or allowed. This Agreement, and any exhibit attached hereto, may be modified or amended only by written instrument properly executed by the Licensee and the Village or their successors in interest, except in the limited instances where this Agreement expressly allows minor modifications without the written approval of the Parties. Execution of any amendment by the Village shall first have been authorized by the ordinance or resolution duly adopted by the Board of Trustees of the Village of Westmont.

32) SUCCESSORS AND ASSIGNEES: The terms and conditions of this Agreement shall apply to and bind and inure to the benefit of the Village, the Licensee and Village-approved successors and assignees.

33) **SURVIVAL OF PROVISIONS:** All provisions and obligations of the Parties contained in this Agreement which, by their nature, are intended to survive the termination of this Agreement, including but not limited to, Sections 10, 11, 12, 14, 15, 16, 18, 20, 23, 28, and 32, shall survive the termination of this Agreement.

34) **AUTHORITY TO ENTER INTO AGREEMENT:** Licensee hereby warrants and represents to the Village that: (1) it has the right, power, and authority to enter into this Agreement and to accept the License; (2) the individual executing this Agreement on behalf of Licensee has the power and authority to bind Licensee to this Agreement; and (3) neither the signing of this Agreement nor the performance of the obligations contemplated in this Agreement will result in a breach or default under any agreement to which Licensee is a party nor will violate any restriction, court order, or agreement to which it is subject.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

VILLAGE:

Village of Westmont, an Illinois municipal corporation

By: ____________________________________

Name: ____________________________________

Title: ____________________________________

Date: ____________________________________

LICENSEE:

Lumos Fiber of Illinois, LLC, an Illinois limited liability company

By: ____________________________________

Name: __David Smith____________________

Title: ___Chief Network Officer_____________

Date: ____________________________________