



**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 - Amended Agenda
November 20, 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

Westmont Chamber of Commerce - Scarecrow Contest

- ii. Clerk

- iii. Trustees

6. ITEMS TO BE REMOVED FROM CONSENT AGENDA

7. CONSENT AGENDA (OMNIBUS VOTE)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board meeting held October 30, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

ii. Executive Session Minutes

Board to consider a motion to accept, approve and release the following Executive Session minutes with the exceptions as noted:

Meeting Date

March 21, 2024

April 3, 2025

June 26, 2025

Exception Paragraph #

Paragraph 1

Paragraph 2

Background of Subject Matter

The Illinois Open Meetings Act requires that the Village Board periodically review to accept, approve and/or release Executive Session minutes in whole or part.

Type Consent Item

Budgeted

b. Finance Ordinance(s)

i. Total to be announced at the meeting

Type Consent Item

Budgeted

c. Purchase Order(s)

i. Cass Avenue Management Group, LLC \$50,258.00

17 N. Cass Ave. Downtown Incentive Program (DIP) Tier 2 Grant
Payment

Type Consent Item

Budgeted Yes

ii. CDW LLC \$46,075.00

Google Worspace Annual Licensing Renewal

Type Consent Item

Budgeted Yes

iii. Romeoville Fire Academy \$27,300.00

Basic Operations Firefighter Training for 7 Members

Type Consent Item

Budgeted Yes

iv. Total of Purchase Orders = \$123,633.00

Type Consent Item

Budgeted

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

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

Type Consent Item

Budgeted

e. **Community Events**

i. **2026 Westmont Winter Beer Festival**

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

1. Community Event Permit
2. Tent Fee Waiver
3. Food Truck Permit Fee Waivers

Background Of Subject Matter

The Westmont Park District will host its annual Winter Beer Festival, February 14, 2026, at Ty Warner Park from 1pm-6pm. The participants will have access to 2oz. pours of beer to sample. The event is fenced in and will take place in a large tent.

Type Consent Item

Budgeted

ii. **2025 Westmont Holly Days**

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

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

Background of Subject Matter

This is an annual event for the community to celebrate the holiday season. The parade route is similar to past years.

Type Consent Item

Budgeted

f. **Proclamation - Dementia Friendly Awareness Month**

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

Type Proclamation

8. **UNFINISHED BUSINESS**

9. **NEW BUSINESS**

a. **Tanqueria El Ranchito - Class 3 Liquor License**

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

Background of Subject Matter

The owner of Taqueria El Ranchito, Rogelio Perez, is looking to replace their Class 4 liquor license with a Class 3 Liquor License in order to serve a wider variety of alcoholic drinks to customers.

Additional Background

A Class 3 Liquor License authorizes the retail sale of all alcoholic liquors for consumption on the licensed premises as well as for the retail sale of all alcoholic liquors in the original package for off-premise consumption, where the principal business is that of a restaurant with a service bar only. The cost of the change in classification is \$750.

Type Ordinance

Budgeted

b. **Downtown Incentive Program Grant - 212 East Chicago Avenue**

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

Background of Subject Matter

The applicant is proposing an individual letter wall sign with backlit (halo) lighting for a new business.

Additional Background

Application and award request are for a Tier 1 DIP grant, with a total project cost of \$8,049.84. The project is eligible for a grant award of \$1,618.84.

Recommendation

Type Ordinance

Budgeted Yes

c. **Special Counsel Appointment**

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

Background of Subject Matter

Miller Canfield is a respected and knowledgeable law firm regarding the issuance of bonds by municipalities. The Village requires the legal services of specialized bond counsel in relation to its proposed bond issue. The Village has utilized this team for previous bond issues and have been pleased with their services. The quote for this service is approximately \$45,000.00, which is consistent with the rate for other similar issues and considerably less than the quote received from a previous vendor.

Additional Background

The Mayor has the authority to appoint special legal counsel for the Village, but his appointment must be confirmed by the Village Board.

Recommendation

Approve

Type Ordinance

Budgeted

d. **Master License Agreement — Ezee Fiber Texas LLC**

Board to consider an ordinance approving a Master License Agreement between Ezee Fiber Texas LLC and the Village of Westmont.

Background of Subject Matter

This agreement allows Ezee Fiber 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 Ezee Fiber's installations, but it requires Ezee Fiber to apply and pay for permits for each location that it wishes to build-out within the Village. Ezee Fiber must also comply with the Village's ordinances governing construction of utility facilities in ROW's. This Agreement differs from a franchise agreement because Ezee Fiber does not provide cable or video content over its lines to subscribers.

Additional Background

The initial term of the Agreement is 5 years. Ezee Fiber will pay a one-time license fee of \$2,7050.00 and an annual 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 excalation 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 Ordinance

Budgeted

e. **Proposed Aggregate Tax Levy - Village & Library**

Board to consider a motion determining the proposed aggregate property tax levy for 2025.

Background of Subject Matter

State Statute limits the amount of the annual increase to the property tax levy by the CPI index plus the value of new property added to the tax rolls.

The Village and Library's proposed aggregate levy of \$11,299,022 captures this limit with a proposed increase of 4.89%

Type Motion

Budgeted

f. **Proposed Aggregate Tax Levy - Westmont Special Service Area 2**

Board to consider a motion determining the proposed aggregate tax levy for 2025 for the Westmont Special Service Area 2.

Background of Subject Matter

The Village performs fire protection & ambulance service for the area formally served by the North Westmont Fire Protection District and receives compensation for such services from property tax owners through a special service area. Property owners in the service area are not within the Village boundaries.

Additional Background

The proposed aggregate levy of \$118,140 represents an increase of 4.99%

Type Motion

Budgeted

g. **Surplus Property - IT Department**

Board to consider an ordinance declaring certain Village-owned IT equipment as surplus property.

Type Ordinance

Budgeted

h. **Fiscal Year 2026 Village Budget**

Board to consider a resolution adopting the Budget for Fiscal Year 2026 ending December 31, 2026.

Background of Subject Matter

The budget has been prepared by staff and presented, reviewed, and discussed with the Village Board at the 11/13/2025 Budget Workshop

Recommendation

Approve

Type Resolution

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>



Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD Thursday, October 30, 2025.

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

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Nero P Clerk A. Szymiski P

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

STAFF:

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

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

GUESTS:

Kailli Harding P

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Barker welcomed everyone to the meeting.

OPEN FORUM:

- No Open Forum Requests

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

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

VOTING SUMMARY

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

REPORTS

Mayor Nero

- Announced Michael Kwasek's 35th year of public service and retirement. He is receiving a plaque this evening.
 - Invited Director Ries and Mel Brendle to the podium to talk about Michael. The department is excited for him and his new adventure.
 - Michael Kwasek thanked the Village Board and expressed what a pleasure it is to live and work here.
- Congratulations to the Natatorium on a very successful aquatics event. We had 48 countries here in Westmont. All the athletes were kind and we welcome them back.
- The Junior High has their annual trunk or treat and it was a nice event.
- Mayor and Deputy Chief Weibler visited Manning School and met with 3rd and 4th graders.
- The Chamber of Commerce is hosting their annual Winter Ball event on December 12th at the Hilton. Everyone is invited to attend and tickets are available on the Chamber website, westmontchamber.com
- Staff is working hard in trying to get the word out about the strategic plan survey. Community members are asked to visit the website and to take the community survey.

Village Clerk Szyski

- As we are approaching the holidays there have been some changes to the Village Board meeting schedule between now and the end of the year. Please refer to the calendar on the Village website for the most accurate information.
- Village offices will be closed November 11th for Veteran's Day and November 27 &

28 for Thanksgiving.

Trustee Guzzo

- The next Fire Public Safety Committee meeting has been cancelled and the next meeting will be in 2026.
- Reminded everyone to turn their clocks back on Sunday and to change your smoke detector batteries.
- The Village recently published a news release regarding fall safety reminders. Please check it out on the Village website, westmont.illinois.gov
- She wished everyone a safe and happy Halloween tomorrow.

Trustee Scales

- The Community Development Committee met this afternoon and will not meet again until 2026.
- Gave a recap on the comprehensive plan update where staff will begin discussion on the plan document update.
 - Planner Scott Williams also spoke about the downtown rezoning districts and covered the core downtown edge and downtown residential. He presented 3 options for review and discussion. He will make next steps to coordinate and plan for next steps.
 - Director Ries gave an update on stormwater and how we compare to other DuPage County communities.
- The next Planning and Zoning Commission meeting will be November 12th, 6pm at Village Hall.

Trustee Parilli

- There is a Special Public Works Committee meeting on December 11th, 4:30pm, at Village Hall. The meeting starts at 4:30pm.
- Residents are asked to help with keeping leaves away from storm drains because that could create flooding problems.
- Free leaf pick up will be November 3 - 29th. Residents can put out unlimited kraft paper bags free of charge on their regular garbage pick up day. Stickers are not required during this time frame.
- Residents are encouraged to check out the construction updates posted on the Village website.
- The construction on the front entrance to Village Hall is going well. This project should be completed soon.

Trustee Plowman

- The Police Public Safety Committee meeting will be held on November 20th, 4:30pm, and will take place at the Village Hall.
- Recapped the Drug Takeback Day. The Westmont Police Department along with Mariano's collected 260 lbs of prescription drugs last weekend.
- The Village recently published a news release regarding safety tips to prevent vehicle theft. Visit the website for more information.
- Recommended trick-or-treating hours are from 2pm - 7pm on Friday, October 31. More Halloween safety info has been published on the Village website.

Trustee Liddle

- The budget workshop is scheduled for November 13, 4:30pm, at Village Hall.

Trustee Barker

- The Environmental Improvement Committee will meet on Monday, November 3rd, 5:30pm at the Westmont Public Library.
- We promoted pumpkin composting in the Village by having a pumpkin smashing event. The winners of the event are as follows:
 - Pumpkin King: Sam Basalone from the Westmont Fire Department.
 - Honorable Mention: Fire Chief Riley
 - Pumpkin Queen: Jenny Babyar
- Attended the 100 Club of DuPage County, which honors first responders. It was an honor to be there.
- Holiday Lights recycling bins are now in place at the Library and Fire Headquarters for residents to drop off unwanted or broken holiday lights to be recycled.
- Pumpkin Composting will be November 8th at the Westmont Public Library. They must be free of decorations.
- We have an electronics and more recycling event on November 22nd from 8am - 12pm in front of Village Hall. Some items may have a fee.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- No items to be removed from the consent agenda.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager Gunther addressed the Board on this agenda item.

(A) VILLAGE BOARD MINUTES

Board Meeting Minutes

- Board to consider approving the Village Board Meeting held on **October 16, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 22

\$ 2,167,724.56

(C) PURCHASE ORDERS:

West Central Municipal Conference	\$ 42,955.00
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(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): **\$ 2,210,679.56**

Motion by **Trustee Liddle**.

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

VOTE ON MOTION #1

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

Nays: None

Absent: None

UNFINISHED BUSINESS - None

NEW BUSINESS

(2) APPOINTMENT OF COMMISSION MEMBER

Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider a motion approving Mayor reappointment of Larry Babyar to the Police Pension Board.

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

VOTE ON MOTION #2

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

Nays: None

Absent: None

(3) LOT COVERAGE VARIANCE REQUEST - 31 SOUTH GRANT STREET

Community Development Director Hennerfeind addressed the Village Board on this item.

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

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

VOTE ON MOTION #3

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

Nays: None

Absent: None

(4) MUNICIPAL ADVISOR AGREEMENT - RAYMOND JAMES

Finance Director Altic and Raymond James addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving an agreement appointing Raymond James as our municipal advisor for the issuance of General Obligation Alternate Revenue Bonds in the amount of \$34,000,000.00.

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

VOTE ON MOTION #4

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

Nays: None

Absent: None

MISCELLANEOUS

- No miscellaneous items.

(5) REQUEST FOR EXECUTIVE SESSION

Mayor Nero requested a motion to adjourn to Executive Session to review executive session minutes pursuant to section 2(C)(21) of the Open Meetings Act.

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

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

VOTE ON MOTION #5

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

Nays: None

Absent: None

(6) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING

Board to consider a motion to adjourn at 7:04 pm.

Motion by **Trustee Liddle**.

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

VOTE ON MOTION #6

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

Nays: None

Absent: None

(7) ADJOURNMENT - 7:05 pm

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

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

VOTE ON MOTION #7

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

Nays: None

Absent: None

MEETING ADJOURNED AT 7:05 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 20th day of November, 2025



Village of Westmont
FY25(A) Downtown Incentive Program
Application

RECEIVED SEP - 4 2024 TIER 2 (page 1 of 2)

APPLICANT INFORMATION			
FULL NAME	LAST	FIRM	
BUSINESS CORP / LLC / DBA	CORP / LLC / DBA Cass Avenue Management Group, LLC		
ADDRESS	Number, Street and Unit 5909 Grand Avenue		
	City	State	Zip Code
	Downers Grove	IL	60516
PHONE	Area	Ext	Cell
	(630) 642-0765		
EMAIL	Martinorris@comcast.net		
PROPERTY OWNER INFORMATION (if not Applicant)			
FULL NAME	LAST	First	
BUSINESS CORP / LLC / DBA	CORP / LLC / DBA		
ADDRESS	Number, Street and Unit		
	City	State	Zip Code
PHONE	Area	Ext	Cell
EMAIL			
PROPERTY ADDRESS	17 N. Cass Avenue Westmont, IL 60559		
PN(s)	09-10-112-012		
ZONING DISTRICT*	B1	B2	M1 Other
*The B1 District is a targeted priority for grant funding; however, existing commercial and mixed-use properties within the Central Business District TIF are eligible to apply.			

FUNDABLE ACTIVITIES		Eligible Match %	
Facade Improvements	☐	20%	base percentage match
Exterior Lighting	☐	+5%	add Bonus Incentive*
Brick/Stone	☐	+10%	add Bonus Incentive*
Architectural Detail	☐	+15%	add Bonus Incentive*
TOTAL REQUESTED MATCH % (sum of all)			BOX1 total match with incentives (sum of all)
Signage	☐	10%	base percentage match
Beckitt Wall	☐	+10%	add Bonus Incentive*
Projecting	☐	+10%	add Bonus Incentive*
TOTAL REQUESTED MATCH % (sum of all)			BOX2 total match with incentives (sum of all)
ADA Accessibility (exterior)	☐	25%	base percentage match
Fire Life Safety (Any)	☐	35%	base percentage match
East Side of Cass	☐	+15%	add Bonus Incentive* (Properties located on east side of Cass Avenue)
TOTAL REQUESTED MATCH % (sum of all)			BOX3 total match with incentives (sum of all)
Water Line	☒	75%	base percentage match (Properties located on east side of Cass Avenue)
ADA Accessibility (interior)	☐	20%	base percentage match
Code Compliance Update	☐	10%	base percentage match
Parking Lot	☐	20%	base percentage match
Landscape Areas	☐	+10%	add Bonus Incentive*
Lighting	☐	+10%	add Bonus Incentive*
Screening	☐	+10%	add Bonus Incentive*
TOTAL REQUESTED MATCH % (sum of all)			BOX5 total match with incentives (sum of all)
Stormwater BMPs	☐	50%	base percentage match

*Incentive activities must be verified to meet minimum standards.

☒	Current photos of any portion of the structure which will receive improvements										
☒	A schematic drawing with enough detail to depict the proposed improvements, and can include: <table border="1"> <tr> <td>☒</td> <td>Site Plans when exterior site work is performed</td> </tr> <tr> <td>☐</td> <td>Building Plans and Elevations for exterior building improvements</td> </tr> <tr> <td>☒</td> <td>Schematic Plans for infrastructure when necessary</td> </tr> <tr> <td>☐</td> <td>Signage Plans and Elevations</td> </tr> </table>	☒	Site Plans when exterior site work is performed	☐	Building Plans and Elevations for exterior building improvements	☒	Schematic Plans for infrastructure when necessary	☐	Signage Plans and Elevations		
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☐	Building Plans and Elevations for exterior building improvements										
☒	Schematic Plans for infrastructure when necessary										
☐	Signage Plans and Elevations										
☐	Signed vendor contract(s) with detailed costs for each proposed improvement: <table border="1"> <tr> <td>☐</td> <td>Exclude or discount any ineligible portions of improvements</td> </tr> <tr> <td>☐</td> <td>All estimated costs must be formatted to the corresponding eligible activity and shall include an itemization of both labor and materials</td> </tr> <tr> <td>☐</td> <td>Permits must be obtained when applicable; permit fees may not be included in project estimates</td> </tr> <tr> <td>☐</td> <td>All contractors must be registered with the Village's Community Development Department before a building permit is issued</td> </tr> <tr> <td>☐</td> <td>All construction estimates will be evaluated for accuracy in accordance with Chapter 18, Sec. 18-487(1)(b)</td> </tr> </table>	☐	Exclude or discount any ineligible portions of improvements	☐	All estimated costs must be formatted to the corresponding eligible activity and shall include an itemization of both labor and materials	☐	Permits must be obtained when applicable; permit fees may not be included in project estimates	☐	All contractors must be registered with the Village's Community Development Department before a building permit is issued	☐	All construction estimates will be evaluated for accuracy in accordance with Chapter 18, Sec. 18-487(1)(b)
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☐	If a Tenant: <table border="1"> <tr> <td>☐</td> <td>Consent from the building owner for proposed improvements</td> </tr> <tr> <td>☐</td> <td>Proof of an executed lease agreement with at least a 3 year duration remaining</td> </tr> </table>	☐	Consent from the building owner for proposed improvements	☐	Proof of an executed lease agreement with at least a 3 year duration remaining						
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☐	Proof of an executed lease agreement with at least a 3 year duration remaining										
☒	Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification										
☒	A narrative as outlined below: <table border="1"> <tr> <td>☒</td> <td>Description of proposed work including information about the proposed building materials and methodology for proposed changes</td> </tr> <tr> <td>☒</td> <td>Description of the business and the related industry</td> </tr> <tr> <td>☒</td> <td>Features and advantages of the project and how improvements sought will improve the business and/or the Downtown</td> </tr> <tr> <td>☒</td> <td>Credentials and experience of business owners and/or a business plan</td> </tr> <tr> <td>☒</td> <td>Any unusual or expected difficulties or hardships in making the proposed improvements</td> </tr> </table>	☒	Description of proposed work including information about the proposed building materials and methodology for proposed changes	☒	Description of the business and the related industry	☒	Features and advantages of the project and how improvements sought will improve the business and/or the Downtown	☒	Credentials and experience of business owners and/or a business plan	☒	Any unusual or expected difficulties or hardships in making the proposed improvements
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☒	Credentials and experience of business owners and/or a business plan										
☒	Any unusual or expected difficulties or hardships in making the proposed improvements										

ELIGIBLE ACTIVITY	\$ Amount (Cash Cost Estimates)	multiply	% percentage match	TOTAL \$ Requested
Facade Improvements		X	BOX1	
Signage		X	BOX2	
ADA (exterior)		X	0.25	
Fire Life Safety	25728	X	BOX4 50	12864
Water Line	48525	X	0.75	36394
ADA (interior)		X	0.2	
Code Compliance Update		X	0.1	
Parking Lot		X	BOX3	
Stormwater		X	0.5	
= Total MATCH Requested* (subject to maximum grant limit)				50258

PRINTED NAME OF APPLICANT	Ronald Martin, Manager - Cass Avenue management Group	
SIGNATURE OF APPLICANT	<i>Ronald Martin</i>	
DATE	09-02-2024	
PRINTED NAME OF PROPERTY OWNER (when not Applicant)		
SIGNATURE OF PROPERTY OWNER		
DATE		



Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

TO: Village Board of Trustees
FROM: Joseph Hennerfeind, AICP, Community Development Director
DATE: January 23, 2025
RE: **17 North Cass Avenue: West Suburban Insurance Agency: Cass Avenue Management Group LLC Application for Tier 2 Downtown Incentive Program (DIP) Funding**

The owner of 17 North Cass Avenue has requested DIP grant funding to install a sprinkler system in both the commercial and residential portions of this mixed-use building. The project includes a new water line to be installed under Cass Avenue. The request is exclusive to updating the property to be compliant with the sprinkler requirements, and no other improvements are proposed at this time. The commercial space has been occupied as an insurance office for many years, and all construction will occur while maintaining an open business.

In accordance with the required grant approval procedures, the Westmont Economic Development Partnership reviewed the request and assessed that the sprinkler system was able to be funded as a Fire and Life Safety improvement, and therefore eligible for a 50% reimbursement. Additionally, the water line is eligible as a 75% reimbursement.

The cost of the eligible activities total \$74,253.00, and the corresponding grant award would be \$50,258.00, or 68% of the project. The chart below outlines the activity amount and total grant award to be considered by the Board.

GRANT MATCH REQUEST	FUNDABLE ACTIVITIES		Eligible Match %	\$ Amount (from Cost Estimates)	TOTAL \$ Requested
	Fire Life Safety (Any)	☒	35%		
	East Side of Cass	☒	+15%		adds \$1000 incentive to total
	TOTAL REQUESTED MATCH % (sum of all)		50%	\$25,728	\$12,864
	Water Line	☒	75%		
	TOTAL REQUESTED MATCH % (sum of all)		75%	\$48,525	\$36,394
			Total Project Cost	\$74,253	
	Total Calculated Grant				\$49,258
\$50K Cap Adjusted				N/A	
Incentive Bonus				\$1,000	
Grant Award				\$50,258	

ORDINANCE NO. 25-009

**AN ORDINANCE APPROVING A DOWNTOWN INCENTIVE PROGRAM GRANT
FOR CASS AVENUE MANAGEMENT GROUP, LLC FOR PROPERTY LOCATED AT
17 N. CASS AVENUE, WESTMONT**

WHEREAS, the Village of Westmont is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, Cass Avenue Management Group, LLC ("Applicant") is the owner of property located at 17 North Cass Avenue, Westmont, Illinois (the "Subject Property"), which is zoned B-1 Limited Business District; and

WHEREAS, the Village of Westmont Board of Trustees approved a Downtown Incentive Program which allows the Village Board of Trustees to award grants to businesses in the Central Business District which have completed eligible improvement projects and which are qualified for grant funding; and

WHEREAS, Applicant is proposing to complete an improvement project to the Subject Property (sprinkler system installation) which is eligible for funding from the Downtown Incentive Program, and Applicant has applied for a Downtown Incentive Program grant; and

WHEREAS, the Village of Westmont Board of Trustees desires to approve Downtown Incentive Program grant to the Applicant, finding its improvement project qualifies for grant funding under the terms of the Downtown Incentive Program.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1: The above-stated recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: Applicant's request for a Downtown Incentive Program grant in the amount of \$50,258.00 for its proposed improvement project for the Subject Property, as set forth in the Applicant's grant application and accompanying documents, is hereby approved. The Community Development Director, or his designee, is authorized and directed to administer this grant pursuant to the Downtown Incentive Program policies and procedures.

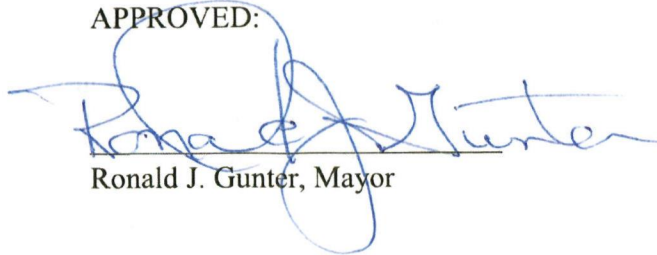
Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

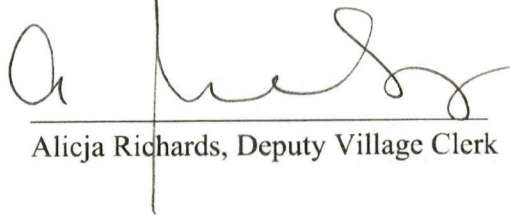
PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 23rd day of January, 2025.

Ayes: 5 Nays: 0 Absent: 1

APPROVED:


Ronald J. Gunter, Mayor

ATTEST:


Alicja Richards, Deputy Village Clerk





Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

TO: Village Board of Trustees
FROM: Joseph Hennerfeind, AICP, Community Development Director
DATE: January 23, 2025
RE: 17 North Cass Avenue: West Suburban Insurance Agency: Cass Avenue Management Group LLC Application for Tier 2 Downtown Incentive Program (DIP) Funding

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The cost of the eligible activities total \$74,253.00, and the corresponding grant award would be \$50,258.00, or 68% of the project. The chart below outlines the activity amount and total grant award to be considered by the Board.

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	East Side of Cass	☒	+15%		adds \$1000 incentive to total
	TOTAL REQUESTED MATCH % (sum of all)		50%	\$25,728	\$12,864
	Water Line	☒	75%	49275 (over)	
	TOTAL REQUESTED MATCH % (sum of all)		75%	\$48,526	\$36,394
			Total Project Cost	\$74,253	
			Total Calculated Grant		\$49,258
			\$50K Cap Adjusted		N/A
			Incentive Bonus		\$1,000
		Grant Award		\$50,258	

\$50,258
OK TO RELEASE
10/24/25



17 North Cass Avenue (street view - Source: Google)

For reference, a scorecard assesses the project for adherence to the Tier 2 goals. If this were a competitive process for funding, this score would help the Board determine the appropriate projects for funding. This would only occur if requests exceed the available budget.

PROJECT SCORE			
BUSINESS TYPE			
New Restaurant / Retail	5	☐	CHECK ONE
Restaurant / Retail Retention	4	☐	
Vanilla Box Vacant Space	3	☐	
Office	2	☐	
Service	2	☒	
Fills historically vacant space (vacant more than 1 year)	1	☐	BONUS
BUSINESS TYPE SUBTOTAL	2		
CORE ACTIVITIES			
Facade Improvements	5	☐	MARK ALL APPLICABLE
add Exterior Lighting*	0.5	☐	
add Brick / Stone*	1	☐	
add Architectural Detailing*	1.5	☐	
ADA (exterior)	3	☐	
Fire Life Safety	5	☒	
Includes water line installation to east side of Cass*	3	☒	
Shared External Common Wall	1	☒	
Mixed-Use Building	1	☒	
ADA (interior)	2	☐	
Code Compliance Updates	2	☐	
Parking Lot Improvements	2	☐	
add Landscape Areas*	1	☐	
add Lighting*	0.5	☐	
add Screening*	0.5	☐	
Stormwater BMPs	2	☐	
CORE ACTIVITIES SUBTOTAL	10		
add subtotals			
PROJECT SCORE TOTAL	12		
*Incentive activities must be verified to meet minimum standards.			

INVOICE

Trusty Plumbing Inc.
205 Washington Ave.,
LaGrange, IL 60525

office@trusty-plumbing.com
+1 (630) 518-2092
trusty-plumbing.com



Bill to
Bryan Dwyer

Invoice details

Invoice no.: 7051
Terms: Due on receipt
Invoice date: 03/31/2025
Due date: 03/31/2025

Project Address: 17 N Cass Ave Westmont,
IL
Project Name: 17 N Cass Ave Westmont, IL

#	Product or service	Description	Qty	Rate	Amount
1.	Water Service	Mobilization Furnish and install 60 linear feet of 4" DIP pipe Remove and restore brick pavers in the sidewalk. Saw-cut, remove and replace one piece of concrete sidewalk Saw-cut asphalt patch in the street 35' x 3' feet for a new tap Saw-cut asphalt patch in the street 4' x 4' feet for a disconnect of the existing service Excavate a trench from the water main to the front side of the building Core a hole through the foundations or go under the footing Tap the main and install roughly 60 feet of DIP pipe (up to 2 feet inside the building) Install water pipe casing where crossing sewer line Install service valve w/ valve box in the street Install flanged tee inside the building (one side will blind flange, other will have 2" tap for domestic water service) Backfill the street, sidewalk Remove leftover spoils from the site. Pour a 10" layer of concrete in the street Restore the asphalt layer in the street openings Pressure test the pipe Chlorinate the pipe Flush the pipe with the fire department	1	\$0.00	\$0.00

INVOICE

Trusty Plumbing Inc.
205 Washington Ave.,
LaGrange, IL 60525

office@trusty-plumbing.com
+1 (630) 518-2092
trusty-plumbing.com



Bill to
Bryan Dwyer

Invoice details

Invoice no.: 7187
Terms: Due on receipt
Invoice date: 06/16/2025
Due date: 06/16/2025

Project Address: 17 N Cass Ave Westmont,
IL
Project Name: 17 N Cass Ave Westmont, IL
Project Scope: Engineered drawings

#	Product or service	Description	Qty	Rate	Amount
1.	Extras	Furnish stamped engineered drawings per Village of Westmont's request	1	\$750.00	\$750.00

Total **\$750.00**

Payment - \$750.00

Balance due **\$0.00**

Ways to pay

BANK

Note to customer

***Permit fees NOT included in the price unless otherwise noted

***Fixtures, such as sinks, toilets, faucets, etc., are NOT included in the price unless otherwise noted.

***The estimate is for installation of basic fixtures only. Any body-sprays, steam or rain showers, electronic valves, concealed rain shower valves, freestanding tubs and etc., will be extra.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Payment to be as follows:

Deposit: 10%
After Rough: 80%
Upon Completion: 10%

Thank you for the opportunity to submit a proposal, we look forward to working with you on this project. Please contact us if you have any questions.

Trusty Plumbing Inc.

Paid in Full

INVOICE

Trusty Plumbing Inc.
205 Washington Ave.,
LaGrange, IL 60525

office@trusty-plumbing.com
+1 (630) 518-2092
trusty-plumbing.com



6

Bill to
Bryan Dwyer

Invoice details

Invoice no.: 7217
Terms: Due on receipt
Invoice date: 07/02/2025
Due date: 07/02/2025

Project Address: 17 N Cass Ave Westmont,
IL
Project Name: 17 N Cass Ave Westmont, IL

#	Product or service	Description	Qty	Rate	Amount
1.	Water Service	Mobilization Furnish and install 60 linear feet of 4" DIP pipe Remove and restore brick pavers in the sidewalk. Saw-cut, remove and replace one piece of concrete sidewalk Saw-cut asphalt patch in the street 35' x 3' feet for a new tap Saw-cut asphalt patch in the street 4' x 4' feet for a disconnect of the existing service Excavate a trench from the water main to the front side of the building Core a hole through the foundations or go under the footing Tap the main and install roughly 60 feet of DIP pipe (up to 2 feet inside the building) Install water pipe casing where crossing sewer line Install service valve w/ valve box in the street Install flanged tee inside the building (one side will blind flange, other will have 2" tap for domestic water service) Backfill the street, sidewalk Remove leftover spoils from the site. Pour a 10" layer of concrete in the street Restore the asphalt layer in the street openings Pressure test the pipe Chlorinate the pipe Flush the pipe with the fire department	1	\$0.00	\$0.00



PLUMBING AND HEATING, INC.
747 Ogden Avenue • Downers Grove, IL 60515
(630) 968-0783 • License No. 058-095878
www.stephenspandh.com

(D)

NAME: Cass Ave Management
17 N Cass Ave
Westmont 60559

JOB NAME: _____

CUSTOMER COMPLAINT: Run water pipe for
new water service at house 3025.00
rec'd deposit of 1175.00 CK #1057
7-27-25

Brian Dwyer 630 825 9446

NO WARRANTY ON MATERIAL SUPPLIED BY CUSTOMER
OR ON LABOR ASSOCIATED WITH THE PRODUCT.

Customer Signature: _____

WORK ORDER #: 281963

CUSTOMER #: 744607

START DATE: 7-9-25

PHONE: 630 825 9446

ALTERNATE PHONE: _____

EMAIL: _____

DESCRIPTION OF WORK

Installed customer's
water pipe, meter &
just check valve
& tied new service
into existing building
water piping
AP has owed 3025.00
less deposit 1175.00

Balance due 2350.00 ☐ DONE

QTY	MATERIAL	PRICE	AMOUNT

QTY	MATERIAL	PRICE	AMOUNT

PAID BALANCE
CK 1066
2350.00

TIME & LABOR RECORD	WORKER	DATE	IN	OUT	IN	OUT	HOURS	RATE	AMOUNT		TOTAL MATERIAL		
	Steve	7-9									TOTAL LABOR		
	D. Z	7-9									SUBCONTRACT		
											MISC		
											TAX		
	SIGNATURE						DATE COMPLETED		Thank You		TOTAL AMOUNT		

TEPHENS PLUMBING & HEATING, INC.
17 OGDEN AVENUE
OWNERS GROVE, IL 60515
PHONE 630-968-0783 FAX 630-968-8023

INVOICE: 281963
INVOICE DATE: 7/09/2025
PAGE: 1

BILL TO:

CASS AVE. MANAGEMENT
17 N. CASS AVE.
WESTMONT IL 60559

JOB LOCATION:

CASS AVE. MANAGEMENT
17 N. CASS AVE.
WESTMONT IL 60559

=====				
CUSTOMER	PURCHASE ORDER #	TERMS	JOB DATE	ORDER #
=====				
044607		DUE UPON RECEIPT	7/09/2025	000000
=====				
DESCRIPTION OF WORK			PRICE	
=====				

INSTALLED CUST'S METER YOKE, METER AND DUAL CHECK VALVE AND
TIED NEW SERVICE INTO EXISTING BUILDING WATER PIPING.
QUOTED JOB: \$3525.00
DEPOSIT: \$1175.00
BALANCE DUE: \$2350.00

C

INVOICE TOTAL: 3525.00
PAYMENT RECEIVED: .00
BALANCE DUE: 3525.00

Cass Avenue Management Group
17 N. Cass Water Line Expansion Project
1/24/25 Westmont Downtown Incentive Program Grant
Amount Approved = \$50,258

<u>Vendor</u>	<u>Date</u>	<u>Payment Information</u>	<u>Reference</u>	<u>Estimate</u>	<u>Actual</u>	<u>Charged to Grant</u>	<u>Amount Projected Covered by Grant @75%</u>	<u>Notes</u>
				25,728.00				Design & Build a complete wet pipe sprinkler system in accordance with NFPA-13 and NFPA-13 R
Metropolitan Fire Protection	2/18/2025	CK#1054	A	Fire	5,000.00	5,000.00	3,750.00	Deposit
	10/17/2025	CK#1073	B		20,728.00	20,728.00	15,546.00	Baance on Contract
				3,525.00				Connect water servicwes being installed by others
Stephens Plumbing	3/25/2025	CK#1057	C		1,175.00	1,175.00	881.25	Deposit
	7/9/2025	CK#1066	D		2,350.00	2,350.00	1,762.50	Baance on Contract
				45,000.00				Excavation of street and Installation of water main in street up through floor of building
Trusty Plumbing	3/25/2025	CK#1058	E	Water	4,500.00	4,500.00	3,375.00	Deposit
	5/30/2025	CK#1063	F		750.00	-	-	Stamped engineering drawings per Village
	7/8/2025	CK#1065	G		40,500.00	40,500.00	30,375.00	Baance on Contract
				10,000.00				
Permits & Fees	4/15/2025	CK#1060	H		297.01	-	-	
Village of Westmont	5/15/2025	CK#1062	I		10,720.79	-	-	
	6/5/2025	paid online	J		304.00	-	-	
	6/25/2025	paid online	K		269.00	-	-	
				-				
Other	6/27/2025	CK#1067	L		28.42	28.42	21.32	LF 2x3/4 BRS Bush
Ferguson Plumbing	6/13/2025	CK#1071	M		1,000.00	1,000.00	750.00	Remove detection devices and cap. Run wire and trimwaterflow and tamper switches
CPS, Inc.					85.38			
Office Restoration								
Total Cost					84,253.00	87,707.60	75,281.42	56,461.07
Grant Total								50,258.00
Amont Paid by Cass Avenue Management Group								37,449.60

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2719 1063
5909 GRAND AVE
DOWNERS GROVE, IL 60516-2044 DATE 6-20-25

PAY TO THE ORDER OF Trusty Plumbing \$ 750.00
Seven hundred fifty and 00/100 DOLLARS

BankFinancial
www.bankfinancial.com

MEMO # 4791 Donald R. Harte, Manager

⑆271972899⑆ 7190017240⑆ 01063

(F)

WATERLINE

Acct # 7190017240, Ck # 1063, 06/20/2025, \$750.00

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1057
3909 GRAND AVE
DOWNERS GROVE, IL 60516-3044
DATE 3-25-2025

PAY TO: Stephens Plumbing and Heating, Inc \$ 1,175.00
IN ORDER OF One thousand one hundred seventy five and 00/100 DOLLARS

BarkFinancial
www.barkfinancial.com

MEMO: Sport Rackwork *Ronald Nute*

⑆271972899⑆ 7190017240⑆ 01057

(C)

WATERLINE DEP

Acct # 7190017240, Ck # 1057, 04/03/2025, \$1,175.00

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1058
3909 GRAND AVE
DOWNERS GROVE, IL 60516-3044
DATE 02-25-2025

PAY TO: Trinity Plumbing \$ 4,500.00
IN ORDER OF Four thousand five hundred and 00/100 DOLLARS

BarkFinancial
www.barkfinancial.com

MEMO: Deposit *Ronald Nute*

⑆271972899⑆ 7190017240⑆ 01058

(E)

WATERLINE DEP

Acct # 7190017240, Ck # 1058, 04/01/2025, \$4,500.00

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1060
3909 GRAND AVE
DOWNERS GROVE, IL 60516-3044
DATE 4/14/25

PAY TO: Village of Westmont \$ 297.01
IN ORDER OF Two hundred ninety seven and 01/100 DOLLARS

BarkFinancial
www.barkfinancial.com

MEMO: *Ronald Nute, Mayor*

⑆271972899⑆ 7190017240⑆ 01060

(H)

Acct # 7190017240, Ck # 1060, 04/17/2025, \$297.01

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1061
3909 GRAND AVE
DOWNERS GROVE, IL 60516-3044
DATE 4-25-2025

PAY TO: [REDACTED] \$ 238.09
IN ORDER OF [REDACTED] DOLLARS

BarkFinancial
www.barkfinancial.com

MEMO: [REDACTED] *Ronald Nute*

⑆271972899⑆ 7190017240⑆ 01061

Acct # 7190017240, Ck # 1061, 04/29/2025, \$238.09

G

CASS AVENUE MANAGEMENT GROUP LLC
5909 GRAND AVE
DOWNERS GROVE, IL 60516-2044

70-7288/2718

1065

DATE 7/8/25

PAY TO Trusty Plumbing
THE ORDER OF Fifty thousand five hundred and $\frac{00}{100}$

\$ 40,500.00

WATER LINE

DOLLARS

BankFinancial
www.bankfinancial.com

MEMO

Ronald North, Manager

⑆271972899⑆ 7190017240⑆ 01065

FOR DEPOSIT ONLY

JPMorgan Chase Bank 070805 750052 916120146195

CASS AVENUE MANAGEMENT GROUP LLC
5909 GRAND AVE
DOWNS GROVE, IL 60516-2044

70-7298/2719

1066

(D)

DATE 7/8/25

PAY TO THE ORDER OF Stephen's Plumbing \$ 2350.00
TWO THOUSAND THREE HUNDRED FIFTY no/100 DOLLARS A

WATER LINE

BankFinancial
www.bankfinancial.com

MEMO

Road Note, Manager

⑆271972899⑆ 7190017240⑈ 01066

MPIC 15 517

ENDORSE HERE
PAY TO THE ORDER OF
The Community Bank of Downers Grove
FOR DEPOSIT ONLY **0719254024**
0650004574
☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

DATE
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
THE BANK OF AMERICA WILL NOT CASH CHECKS

HBT Downers Grove 289 6 60

00650004574 7/10/25 3:45 PM 0060006289173

010057749110025

289 07/10/25 01:57:4911-25

RECEIVED BY THE BANK OF AMERICA
FOR DEPOSIT ONLY
MPIC 15 517
DATE 07/10/25 01:57:4911-25
010057749110025
00650004574
7/10/25 3:45 PM
0060006289173
HBT Downers Grove 289 6 60

Metropolitan
Fire Protection, Inc.
847.758.9820
175 Gordon Street
Elk Grove Village
Illinois, 60007



WEST SUBURBAN INSURANCE AGENCY
17 NORTH CASS AVE

WESTMONT, IL 60559

Invoice Number : 65488
Invoice Date : 05/21/2025
Customer Number : WESTSU
Job Number : 350272
Due Date : 06/20/2025

4A

INVOICE

WEST SUBURBAN INSURANCE
17 N. CASS
WESTMONT, IL
WET PIPE SPRINKLER SYSTEM

DESCRIPTION	AMOUNT	
ORIGINAL CONTRACT :	25,728.00	
APPROVED CHANGE ORDERS :		
REVISED CONTRACT:	25,728.00	
EARNED TO DATE :	10,000.00	38.87%
TOTAL EARNED TO DATE :	10,000.00	
RETAINAGE TO DATE :		
TOTAL EARNED LESS RETAINAGE :	10,000.00	
PREVIOUS INVOICES :	5,000.00	
CURRENT BILLING AMOUNT :	5,000.00	
UNPAID INVOICE AMOUNT :		
TOTAL AMOUNT DUE :	5,000.00	

Thank You for your business!

(B)

Metropolitan
Fire Protection, Inc.
847.758.9820
175 Gordon Street
Elk Grove Village
Illinois, 60007



SPRINKLER & FIRE SUPPRESSION SYSTEMS

CASS AVENUE MANAGEMENT GROUP
C/O RONALD MARTIN
5909 GRAND AVENUE
DOWNERS GROVE, IL 60516

Invoice Number : 66821
Invoice Date : 09/17/2025
Customer Number : CASSAV
Job Number : 350272
Due Date : 10/17/2025

INVOICE

WEST SUBURBAN INSURANCE
17 N. CASS
WESTMONT, IL
WET PIPE SPRINKLER SYSTEM

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT :	25,728.00
APPROVED CHANGE ORDERS :	
REVISED CONTRACT:	25,728.00
EARNED TO DATE :	25,728.00 100.00%
TOTAL EARNED TO DATE :	25,728.00
RETAINAGE TO DATE :	
TOTAL EARNED LESS RETAINAGE :	25,728.00
PREVIOUS INVOICES :	23,155.20
CURRENT BILLING AMOUNT :	2,572.80
UNPAID INVOICE AMOUNT :	18,155.20
TOTAL AMOUNT DUE :	20,728.00

Paid
CK # 1073

Thank You for your business!

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1050
3909 GRAND AVE
DOWNERS GROVE, IL 60516-2044
DATE 2-11-25
PAY TO THE ORDER OF [REDACTED]
BarkFinandal
MEMO [REDACTED] Ronald Rosta, Manager

Acct # 7190017240, Ck # 1050, 02/18/2025, \$223.11

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1052
3909 GRAND AVE
DOWNERS GROVE, IL 60516-2044
DATE 1/31/25
PAY TO THE ORDER OF [REDACTED]
BarkFinandal
MEMO 308914 Ronald Rosta, Manager

Acct # 7190017240, Ck # 1052, 02/10/2025, \$250.00

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1053
3909 GRAND AVE
DOWNERS GROVE, IL 60516-2044
DATE 12/31/24
PAY TO THE ORDER OF [REDACTED]
BarkFinandal
MEMO [REDACTED] Ronald Rosta, Manager

Acct # 7190017240, Ck # 1053, 02/18/2025, \$200.00

CASS AVENUE MANAGEMENT GROUP LLC 70-7286/2718 1054
3909 GRAND AVE
DOWNERS GROVE, IL 60516-2044
DATE 2/18/25
PAY TO Metropolitan Fire Protection \$5,000.00
THE ORDER OF Five Thousand and 00/100
BarkFinandal
MEMO Springfield Deposit Ronald Rosta, Manager
4377197289912 7190017240001054

A

FIRE DEP

Acct # 7190017240, Ck # 1054, 02/24/2025, \$5,000.00

CASS AVENUE MANAGEMENT GROUP LLC
5909 GRAND AVE
DOWNERS GROVE, IL 60516-2044

70-7289/2719

1073

DATE 10/1/25

PAY TO THE ORDER OF Metropolitan Fire Protection

\$ 20,728.00

Twenty thousand seven hundred twenty eight and 00/100

DOLLARS

BankFinandal

www.bankfinandal.com

MEMO INV # 6692/350333

Scott Smith, Manager

⑆271972899⑆ 7190017240⑈ 01073

(B)

Fice

Photo Fraud

ENDORSE HERE

PAY TO THE ORDER OF
LAKE FOREST BANK & TRUST COMPANY
FOR DEPOSIT ONLY

METROPOLITAN FIRE PROTECTION, INC.

☐ CHECK IN GENERAL ACCOUNT REMOTE DEPOSIT ONLY

0000410837

DATE OF DEPOSIT 10/1/25

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
POST-MARKED BY FINANCIAL INSTITUTION

LFBI West Lake Forest 919 7 314

10/8/25 3:47 PM 0314007919142

010071261440016

919 10/08/25 01-7126144-16

Features like:
- As well as those
- Result to
- Current allocation
- All other things
- That are not
- Included in the
- General account
- Of the bank
- Of the bank



Village of Westmont

Purchase Order

PO Date: 2025-11-07

Page: 1 of: 1

Bill To:

COMMUNITY DEVELOPMENT
31 W QUINCY
Westmont, IL 60559

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

Purchase
Order #

25204425

Vendor:

Cass Avenue Management Group, LLC
5909 Grand Avenue
Downers Grove, IL 60516
Email: martinorris@comcast.net

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
101706	630-642-0765					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	17 N Cass Ave - DIP Tier 2		1.0	EACH	\$50,258.00	\$50,258.00
	17 N Cass Ave - DIP Tier 2					
	GL Account: 8358383 - 58090 - 4EDV \$50,258.00					
	Ship To: COMMUNITY DEVELOPMENT 31 W QUINCY Westmont, IL 60559					

By: *Spencer Parker*
Authorized Signature

PO Total **\$50,258.00**

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

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

REMIT PAYMENT TO:

INVOICE



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
AG64D8W	10/29/25	0419832
SUBTOTAL	SHIPPING	SALES TAX
\$46,075.00	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
11/28/25		\$46,075.00

VILLAGE OF WESTMONT
ACCOUNTS PAYABL
31 W QUINCY ST
WESTMONT IL 60559-1897
USA

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
10/29/25	AG64D8W	Net 30 Days				11/28/25
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
10/29/24	ELECTRONIC DISTRIBUTION	25200955				0419832
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6310914	GOOGLE WORKSPACE ENT STD 1Y 1U Manufacturer Part Number: GAPPS-ENT-STD-1USER-12MO Start Date: 10/09/2025 End Date: 10/08/2026 Electronic distribution - NO MEDIA	300	300	0	127.00	38,100.00
6459363	GOOGLE WS ENT STD ARCHVD USER RNW Manufacturer Part Number: GAPPS-AU-ENT-STD-1USER-12MO Start Date: 10/09/2024 End Date: 10/08/2025 Electronic distribution - NO MEDIA	275	275	0	29.00	7,975.00

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	\$46,075.00
FEDE GUERRA 847-465-6000 fede.guerra@cdw.com	VILLAGE OF WESTMONT ACCOUNTS PAYABL 31 W QUINCY ST WESTMONT IL 60559-1897	SHIPPING	\$0.00
SALES ORDER NUMBER		SALES TAX	\$0.00
PDQJ139		AMOUNT DUE	\$46,075.00



Cage Code Number 1KH72
DUNS Number 02-615-7235
Unique Entity ID (SAM): PHZDZ8SJ5CM1
ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com
VISIT US ON THE INTERNET AT www.cdwg.com

Page 1 of 1



Village of Westmont

Purchase Order

PO Date: 2025-11-07

Page: 1 of: 1

Bill To:

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

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

Purchase
Order #

25204424

Vendor:

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

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100722	312-706-8812					
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Google Workspace Licensing Renewal					
	Google Workspace Licensing Renewal - User Licenses Year 1 of 3: 10/09/2024-10/08/2025		300.0	EACH	\$127.00	\$38,100.00
	GL Account: 0151160 - 58061 - 1GOV \$38,100.00					
	Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2					
2	Google Workspace Licensing Renewal - Archived User Licenses Year 1 of 3: 10/09/2024-10/08/2025		275.0	EACH	\$29.00	\$7,975.00
	GL Account: 0151160 - 58061 - 1GOV \$7,975.00					
	Ship To: INFORMATION TECHNOLOGY 31 W QUINCY WESTMONT, IL 60559 Email: it@westmont.il.gov Phone: 630-981-6240 EXT 2					

By: Spencer Parks
Authorized Signature

PO Total \$46,075.00

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

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



Village of Westmont

Purchase Order

PO Date: 2025-11-04

Page: 1 of: 1

Bill To:

FIRE DEPARTMENT - HQ
6015 S CASS AVE
WESTMONT, IL 60559

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

Purchase
Order #

25204368

Vendor:

ROMEOVILLE FIRE ACADEMY
18 MONTROSE DRIVE
ROMEOVILLE, IL 60446
Fax: 815-886-3546

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100597	815-372-4042	815-886-3546				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
1	Training Class Basic Operations Firefighter; August 4 - October 3, 2025; Dain Bennett, Daniel Bianchi, Darren Burrows, Shaemus Murphy, Ivan Salgado, Julian Vega and Krystal Mezyk GL Account: 0155222 - 58046 - 2I&I Ship To: FIRE DEPARTMENT - HQ 6015 S CASS AVE WESTMONT, IL 60559 Email: jsaldivar@westmont.il.gov		7.0	EACH	\$3,900.00	\$27,300.00

By: Spencer Parks
Authorized Signature

PO Total **\$27,300.00**

*All vendors must comply with applicable regulations of the Illinois Department of Human Rights.

*This order is exempt from Federal Excise Tax under title 25 USCA, and from Illinois Sales Use and Service Taxes. E9997-4320-07.

*Acceptance of this Purchase Order constitutes agreement by vendor that any action arising out of this Agreement may be commenced only in the State or Federal courts located in DuPage County and/or the Northern District of Illinois. The prevailing party shall have their attorney's fees and court costs paid by the losing party.

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

Village of Westmont

Community Event Permit Application

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 90 DAYS PRIOR TO THE EVENT

Village of Westmont Clerk's Office, 31 W Quincy St. Westmont, IL 60559 Fax: 630-829-4441

INSTRUCTIONS: PLEASE READ THE GUIDE TO SPECIAL EVENTS PLANNING BEFORE COMPLETING APPLICATION

GENERAL EVENT INFORMATION

Name of Event

Winter Beer Festival

Exact Address of Event

800 Blackhawk Dr. Westmont, IL 60559

Type of Event (Check all applicable)

☐ Festival ☐ Run/Walk ☐ Parade ☐ Car Show ☐ Carnival ☐ Fireworks *For Government Entities Only* ☒ Other: **Beer Fest**

Date(s) of Event

2/14/2026

Hours of Event

1pm-6pm

Set Up Date

2/12/2026

Rain Date (If Applicable)

NA

Estimated Attendance

750

Description/Purpose of Event (Be as detailed as possible)

The Westmont Park District looks to host the Winter Beer Festival again in 2025. This fenced in event, showcases local breweries. Participants will have access to 2 oz pours of beer to sample throughout the event. The event will be fenced in and take place in a large tent.

SPONSORING ORGANIZATION INFORMATION

Name of Sponsoring Organization

Westmont Park District

Contact Person from Sponsoring Organization

Luke Wyss

Sponsoring Organization Address

55 E Richmond St

City

Westmont

Zip

60559

Phone Number

331-230-0964

E-Mail

lwys@westmontparks.org

Website

westmontparks.org

ORGANIZER/COORDINATOR INFORMATION

Name of Organizer/Coordinator

Luke Wyss

E-mail

lwys@westmontparks.org

Organizer/Coordinator Address

75 E Richmond St.

City

Westmont

Zip

60559

Phone Number

331-230-0964

Cell Phone Number

331-230-0964

Fax Number

Village of Westmont

Community Event Permit Application

Continued

Event Overview

EVENT LAYOUT & SET-UP (describe complete site plan of event with location of tent(s), tables, chairs, generator(s), layout of power cables, stage, sound system, lighting, food and beverage service, fencing, water hook-up location, port-a-potties, waste receptacles, etc.) **A site plan that includes the information listed above is REQUIRED.**

Attached

Is this site plan attached?

☒ Yes ☐ No

Note: Layout must include public street and parking lot closures, barricades, placement of stage and tents, location of water hook-ups, placement waste receptacles, placement of tents-tables-chairs, location of food and beverage service, location of information tent, etc.

Will you be using a tent?

☒ Yes ☐ No

If Yes, a tent permit application will need to be completed and approved. Please see Community Dev.

Have you submitted and obtained a Temporary Sign Permit for your event signs/banners posting permit from the Westmont Building & Zoning Division?

☒ Yes ☐ No

Have you made arrangements with the Westmont Communications Director to have the Village hang/place signs and/or banners in the right-of-way?

☒ Yes ☐ No

Has an Event Proximity Notice been prepared?

☒ Yes ☐ No

If Yes, please attach a copy for review.

Note: Minimally, the Village of Westmont requires the sponsoring organization to provide hand delivered notification regarding this event to all businesses and residences within one block of the event at least 7 days prior to the event. The Village may require a wider area of distribution depending on the size, scope and community impact of the event. This notice must include general information regarding the event including event hours, street & parking lot closures, sound amplification, special uses that may affect neighbors, event chair contact information including name and phone number, and more. This notice must be approved by the Westmont Media Relations Coordinator and a copy must be submitted with this application.

Will your event serve alcohol?

☒ Yes ☐ No

If Yes, in order to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the Illinois Liquor Control Commission and the Village. If your event includes the use of alcohol, you will need to provide liquor liability coverage on your Certificate of Insurance

Note: A Westmont Police Officer(s) will need to be hired for the event, as required by ordinance if an event serves alcohol.

Will your event serve food?

☒ Yes ☐ No

If Yes, who will be responsible for preparing/serving food and meeting all County and State Health Codes?

If Yes, a DuPage County Health Department temporary food service and/or mobile vending permit is required. No food or beverage can be sold or given away at events open to the public, unless authorized by the County.

Will your event require Police, Fire, or Public Works support?

☒ Yes ☐ No

☒ Police ☐ Fire ☒ PW (check all that apply)

Note: The Village will provide limited support to public events on a case-by-case basis and pending staff availability. This includes the availability of additional police services (i.e. traffic control, officer presence at event, etc.); public works services (i.e. road closures, street sweeping, provision of barricades, etc.) and fire services (i.e. medics or ambulance on standby). Additionally, during the Special Event application review, the Village may require Police or Public Works personnel at the event. The cost for any Village personnel involved during the day(s) of the event and in preparation for the event will be charged back to the sponsoring agency or applicant. The Village will determine the number of personnel necessary to ensure the safety of the participants and spectators, to minimize inconvenience to the residents and to reduce public liability exposure to the sponsoring agency or applicant, as well as to the Village of Westmont. An invoice will be sent to the sponsoring organization after the event has concluded indicating these costs. Failure to pay the invoice within 30 days shall result in a \$50 late fee. A pre-event meeting is required for any event that includes road closures or Village traffic control. At a minimum, the permit applicant's point of contact must be present. This meeting shall occur at least two weeks prior to the event.

Have you secured an appropriate insurance policy?

☒ Yes ☐ No

Note: A Certificate of Insurance showing evidence of a commercial liability policy and additional insured endorsement naming the Village of Westmont, its officials, employees, agents, and volunteers as an additional insured, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, covering any such claims for bodily injury and property damage is required for special events. Coverage to the additional insured shall be provided on a primary and non-contributory basis. In addition, the special event that is covered by the insurance must be named on the certificate. Upon approval of your special event, an original copy of the Certificate of Insurance, and additional insured endorsement is due at least 30 days prior to the event. The Village of Westmont reserves the right to request additional insurance for the event if deemed necessary by the Village staff or the Village Board.

Are you requesting closure of a public right-of-way such as a street or parking lot?

☐ Yes ☒ No

☐ Street ☐ Parking Lot (check all that apply)

If Yes, this requires board action and proof of insurance.

If Yes, list parking lot/street locations and times of closure.

NA

Describe your proposed traffic plan, including all streets and intersections to be closed before, during and after the event. Additionally describe your proposed parking plan including areas designated for public parking, handicap parking, and how this plan will be promoted to the public.

NA

Will your event require a water hook-up?

☐ Yes ☒ No

If Yes, list where and when you would like the water hook-up?

Will food trucks be present?

☒ Yes ☐ No

If Yes, please fill out food truck application

Are there any items that require Board approval?

☒ Yes ☐ No

If Yes, list all items requiring board action (such as but not limited to sound amplification, use of public right-of-way, new event, etc.)

Will you be selling raffle tickets as part of your event?

☐ Yes ☒ No

If Yes, a Village raffle license is required.

Will a Public Address (PA) system or amplified sound be used?

☐ Yes ☒ No

If Yes, a Village Live Amplified Sound Permit is required.

If this is a carnival or circus have you applied and obtained an Amusement License?

☐ Yes ☒ No

If No, The Amusement License will need to be obtained prior to the Special Event Permit being approved.

Village of Westmont

Community Event Permit Application

Continued

Applicant Statement of Agreement

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the by organization to sign and submit this application on their behalf.

Signature of Applicant

Date

Westmont Park District
Organization

10/01/2025

Indemnification and Hold Harmless Agreement

IN CONSIDERATION OF THE UNDERSIGNED ('APPLICANT') REQUESTING TO HOLD THE FOLLOWING SPECIAL EVENT IN THE VILLAGE OF WESTMONT, Westmont Park District, THE UNDERSIGNED HEREBY RECOGNIZES, ACKNOWLEDGES, AND ASSUMES ANY AND ALL RISK PERTAINING TO SAID SPECIAL EVENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE VILLAGE OF WESTMONT, ILLINOIS, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS AGAINST ALL INJURIES, DEATHS, LOSS, DAMAGES, CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), WHICH MAY IN ANY MANNER ACCRUE AGAINST THE VILLAGE OF WESTMONT, ITS OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARISING IN WHOLE OR IN PART OR IN CONSEQUENCE OF SAID SPECIAL EVENT BY THE UNDERSIGNED ORGANIZATION, ITS EMPLOYEES, AGENTS, VOLUNTEERS, GUESTS OR VENDORS, OR WHICH MAY IN ANY MANNER RESULT FROM SAID SPECIAL EVENT, DIRECTLY OR INDIRECTLY, EXCEPT THAT ARISING OUT OF THE SOLE LEGAL CAUSE OF THE VILLAGE OF WESTMONT, ITS AGENTS OR EMPLOYEES.

Agreed this 01 day of October 2025

Luke Wyss

Name of Applicant

Westmont Park District

Organization

Signature of Applicant

****FOR OFFICE USE ONLY****

Application Received On: _____ By: _____

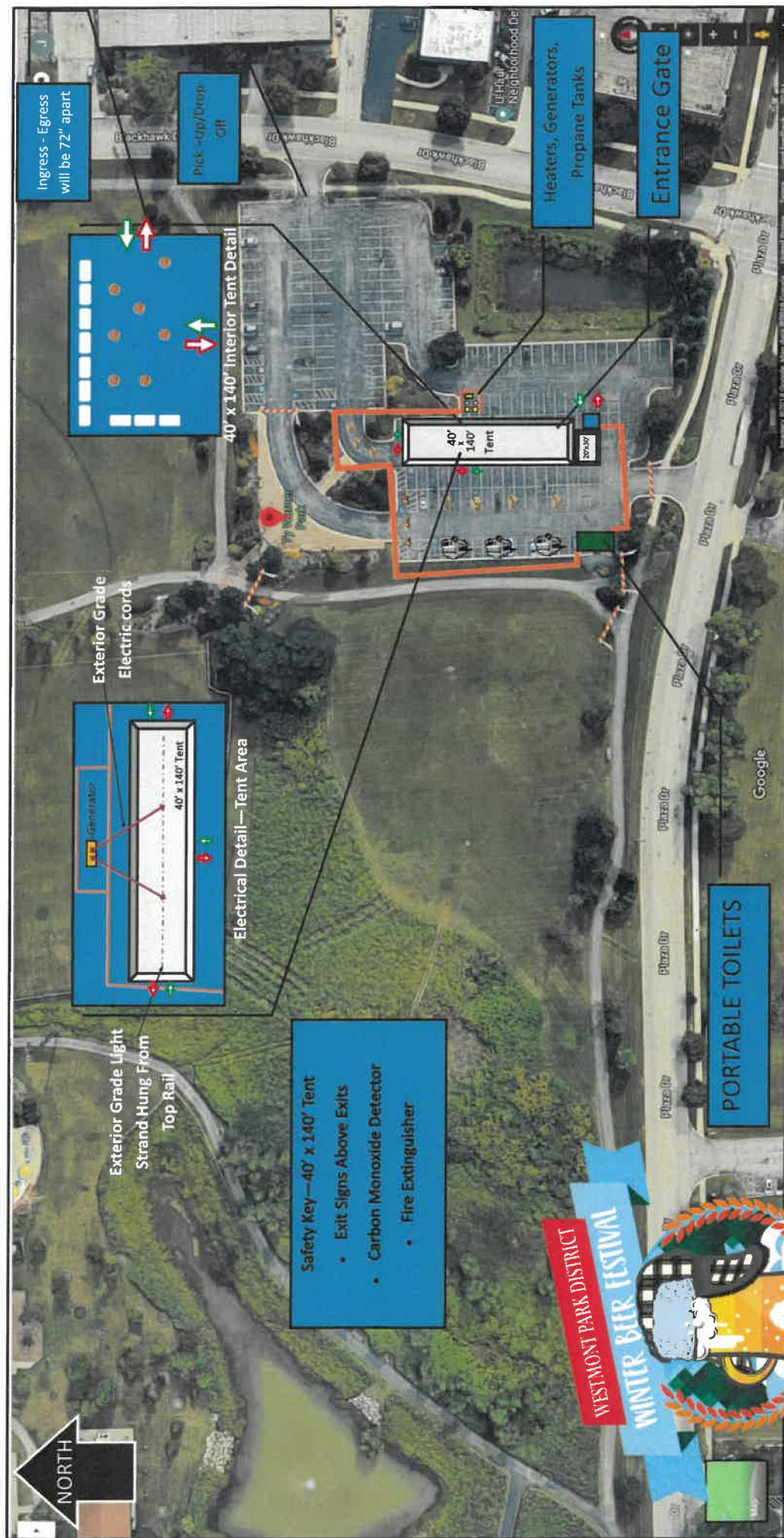
Fees Paid: ☐ Yes ☐ No

Waiver of Fees: ☐ Yes ☐ No

Board Approval Required: ☐ Yes ☐ No

Items Requiring Board Approval: _____

Board Approval Date: _____





**Village of Westmont
VILLAGE BOARD**

31 West Quincy Street, Westmont, Illinois 60559

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

**Proclamation 25-_____
Dementia Friendly Awareness**

Whereas, November is designated as National Alzheimer’s Disease Awareness Month; **and**,

Whereas, more than 6 million Americans are living with Alzheimer’s disease and related dementia; **and**,

Whereas, 1 in 3 older Americans die with Alzheimer’s; it kills more people than breast cancer and prostate cancer combined; **and**,

Whereas, 11 million Americans provide unpaid care for people with Alzheimer’s or other dementias; **and**,

Whereas, in 2024 dementias cost the nation \$360 billion, rising to \$1 Trillion by 2050; **and**,

Whereas, this degenerative brain disorder can strike adults at any age, the lifetime risk for for Alzheimer’s at age 45 is 1 in 5 for women and 1 in 10 for men; **and**,

Whereas, Westmont strives to break the stigma and fear of exclusion attached to Alzheimer’s disease and other dementia; **and**,

Whereas, through education and awareness, our Dementia Friendly Advisory Committee continues to build Westmont into a Dementia Friendly Community that supports those living with dementia and their care partners to maintain an active role in our community; **and**,

THEREFORE, I, Steven T. Nero, Mayor of the Village of Westmont, hereby proclaim November 2025 as **DEMENTIA FRIENDLY AWARENESS DAY in Westmont** and call upon all citizens to continue to work toward becoming a Dementia Friendly Community.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 20th day of November, 2025.

Ayes: _____ Nays: _____ Absent: _____

Steven T. Nero - Mayor

Amanda Szymiski - Village Clerk



Village of Westmont COMMUNITY DEVELOPMENT

31 West Quincy Street, Westmont, Illinois 60559

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

TO: Village Board of Trustees
FROM: Joseph Hennerfeind, AICP, Community Development Director
DATE: November 20, 2025
RE: **212 East Chicago Avenue: TGP Innovations LLC dba That Golf Place**
Application for Tier 1 Downtown Incentive Program (DIP) Funding

The business owner of That Golf Place recently received approval for a Special Use Permit to operate in the retail strip mall located at 212 East Chicago Avenue, and opened the business without signage on the building. The DIP grant can fund signage reimbursement from 10 to 30%, depending on the quality of the design. The applicant is proposing an individual letter sign that has backlit (halo) lighting, and qualifies for 20% with one bonus incentive.

The cost of the eligible activity is \$8,094.19, and the corresponding 20% grant award would be \$1,618.84. The chart below outlines the activity amount and total grant award to be considered by the Board.

GRANT MATCH REQUEST	FUNDABLE ACTIVITIES		Eligible Match %	\$ Amount (from Cost Estimates)	TOTAL \$ Requested
	Signage	☒	10%	\$8,094	\$1,618.84
	Backlit Wall	☒	+10%		incentive
	Projecting	☐	+10%	N/A	N/A
	TOTAL REQUESTED MATCH % (sum of all)		20%	\$8,094.19	\$1,618.84
	Total Project Cost			\$8,094.19	
	Total Calculated Grant				\$1,618.84
	\$20K Cap Adjusted				N/A
Incentive Bonus				N/A	
Grant Award				\$1,618.84	



212 East Chicago Avenue (street view - Source: Google)

For reference, a scorecard assesses the project for adherence to the Tier 1 goals. If this were a competitive process for funding, this score would help the Board determine the appropriate projects for approval. This would only occur if requests exceed the available budget.

PROJECT SCORE			
BUSINESS TYPE			
New Restaurant / Retail	5	☐	CHECK ONE
Restaurant / Retail Retention	4	☐	
Vanilla Box Vacant Space	3	☐	
Office	2	☐	
Service	2	☒	
<i>Fills historically vacant space (vacant more than 1 year)</i>	1	☒	BONUS
BUSINESS TYPE SUBTOTAL	3		
CORE ACTIVITIES			
Facade Improvements	5	☐	MARK ALL APPLICABLE
<i>Exterior Lighting*</i>	0.5	☐	
<i>Brick / Stone*</i>	1	☐	
<i>Architectural Detailing*</i>	1.5	☐	
Fire Life Safety	5	☐	
<i>Includes water line installation to east side of Cass*</i>	3	☐	
<i>Shared External Common Wall</i>	1	☐	
<i>Mixed-Use Building</i>	1	☐	
ADA	3	☐	
CORE ACTIVITIES SUBTOTAL	0		
<i>add subtotals</i>			
PROJECT SCORE TOTAL	3		
*Incentive activities must be verified to meet minimum standards.			



**Village of Westmont
FY25(B) Downtown Incentive Program
Application**

(page 1 of 2)

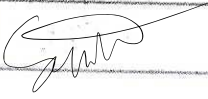
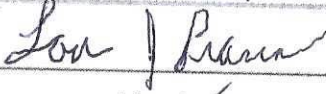
TIER 1

1	APPLICANT INFORMATION				
	FULL NAME	Last: Anumalasetty	First: Sidhardha		
	BUSINESS CORP / LLC / DBA	CORP / LLC / DBA: TGP Innovations LLC dba That Golf Place			
	ADDRESS	Number, Street and Unit: 212 E Chicago Ave			
		City: Westmont	State: IL	Zip Code: 60559	
	PHONE	Main: 630-296-6678	Ext:	Cell:	
	EMAIL	Clubhouse@thatgolfplace.com			
	PROPERTY OWNER INFORMATION (when not Applicant)				
	FULL NAME	Last: Pranno	First: Louis		
	BUSINESS CORP / LLC / DBA	CORP / LLC / DBA: Pranno Corp.			
	ADDRESS	Number, Street and Unit: 6N230 Wheaton Rd,			
		City: Roselle	State: IL	Zip Code: 60172	
	PHONE	Main: +1 (331) 302-6963	Ext:	Cell:	
	EMAIL	louispranno55@gmail.com			
	PROPERTY INFORMATION				
PROPERTY ADDRESS	212 E Chicago Ave Westmont, IL 60559				
PIN(s)					
ZONING DISTRICT*	B1	B2	M1	Other:	
*The B1 District is a targeted priority for grant funding; however, existing commercial and mixed-use properties within the Central Business District TIF are eligible to apply.					

2	GRANT MATCH REQUEST (%)	FUNDABLE ACTIVITIES		Eligible Match %	
		Facade Improvements	☐	20%	base percentage match
		Exterior Lighting	☐	+5%	add Bonus Incentive*
		Brick/Stone	☐	+10%	add Bonus Incentive*
		Architectural Detail	☐	+15%	add Bonus Incentive*
		TOTAL REQUESTED MATCH % (sum of all)			BOX1 total match with incentives (max 50%)
		Signage	☒	10%	base percentage match
		Backlit Wall	☒	+10%	add Bonus Incentive*
		Projecting	☐	+10%	add Bonus Incentive*
		TOTAL REQUESTED MATCH % (sum of all)		20%	BOX2 total match with incentives (max 30%)
		ADA Accessibility (exterior)	☐	25%	base percentage match
		TOTAL REQUESTED MATCH %		25%	no available incentives (max 25%)
		Fire Life Safety (Any)	☐	25%	base percentage match
		East Side of Cass	☐	+25%	add Bonus Incentive* (Properties located on east side of Cass Avenue)
		TOTAL REQUESTED MATCH % (sum of all)			BOX4 total match with incentives (max 50%)
Water Line	☐	75%	base percentage match (Properties located on east side of Cass Avenue)		
TOTAL REQUESTED MATCH % (sum of all)		75%	no available incentives (max 75%)		
*Incentive activities must be verified to meet minimum standards.					

SUBMITTAL REQUIREMENTS		Required submittals with the application:	
3	☒	Current photos of any portion of the structure which will receive improvements	
	☒	A schematic drawing with enough detail to depict the proposed improvements, and can include:	
		☐	Site Plans when exterior site work is performed
		☐	Building Plans and Elevations for exterior building improvements
		☐	Schematic Plans for infrastructure when necessary
	☐	Signage Plans and Elevations	
	☒	Signed vendor contract(s) with detailed costs for each proposed improvement:	
		☐	Exclude or discount any ineligible portions of improvements
		☐	All estimated costs must be formatted to the corresponding eligible activity and shall include an itemization of both labor and materials
		☐	Permits must be obtained when applicable; permit fees may not be included in project estimates
		☐	All contractors must be registered with the Village's Community Development Department before a building permit is issued
		☐	All construction estimates will be evaluated for accuracy in accordance with Chapter 18, Sec. 18-487(1)(b)
	☒	If a Tenant:	
		☐	Consent from the building owner for proposed improvements
	☐	Proof of an executed lease agreement with at least a 3 year duration remaining	
☒	Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification		
☒	A narrative as outlined below:		
	☐	Description of proposed work including information about the proposed building materials and methodology for proposed changes	
	☐	Description of the business and the related industry	
	☐	Features and advantages of the project and how improvements sought will improve the business and/or the Downtown	
	☐	Credentials and experience of business owners and/or a business plan	
	☐	Any unusual or expected difficulties or hardships in making the proposed improvements	

4 \$ REQUEST	ELIGIBLE ACTIVITY	\$ Amount (from Cost Estimates)	multiply	% percentage match	TOTAL \$ Requested*
	Facade Improvements		X	BOX1	
	Signage	\$8,094.19	X	BOX2 .28	\$1,618.84
	ADA Accessibility		X	0.25	
	Fire Life Safety		X	BOX4	
	Water Line		X	0.75	
	= Total MATCH Requested* (subject to maximum grant limit)				\$1,618.84

SIGNATURES		
5	PRINTED NAME OF APPLICANT	Sidhardha Anumalasetty
	SIGNATURE OF APPLICANT	
	DATE	11/09/2025
	PRINTED NAME OF PROPERTY OWNER (when not Applicant)	Louis J Pramo
	SIGNATURE OF PROPERTY OWNER	
	DATE	11-11-25



1245 Humbracht Circle, Suite C
Bartlett, IL 60103
(630) 289-7082

ESTIMATE

EST-12970

www.MarkYourSpaceInc.com

Payment Terms: Cash Customer

Created Date: 11/7/2025

DESCRIPTION: SIGN - (That Golf Place) Exterior LED Sign - Front & Backlit Channel Letters on a Raceway (Overall 292.75"W x 21"H) - U

Bill To: PostNet
36 North Cass Ave
Westmont, IL 60559
US

Installed: PostNet
That Golf Place
212 E Chicago Ave
Westmont, IL 60559
US

Requested By: Joe Jovanovick
Email: Westmont@Postnet.com
Work Phone: (331) 214-8740

Salesperson: Nicole Dahlgren

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Exterior LED Sign - Front & Backlit Channel Letters on a Raceway (Overall 292.75"W x 21"H) - UL Listed Parts - Installed	1	\$7,245.00	\$7,245.00
2	Site Survey Site survey is required to determine if the electrical box will be in the way of sign placement	1	\$420.00	\$420.00

You are welcome to accept this estimate and submit your 50% deposit via the Customer Portal. If you have any questions please don't hesitate to contact us.

The balance of your invoice will be due upon completion of your order. I agree to pay a finance charge of 1.5% per month (18% per annum), or \$2.00 minimum per month, whichever is greater, on the unpaid balance over 30 days. In the event of default of any or all of the agreed upon credit terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency fees of 35%, attorney's fees and court costs as the same are incurred in collecting the undersigned's past due amount.

Subtotal:	\$7,665.00
Taxes:	\$429.19
Grand Total:	\$8,094.19

Client:	That Golf Place (PostNet)	Project:	Exterior Sign	Revision:	2
Address:	212 E Chicago Ave Westmont, IL 60559			Date:	11/6/2025

Artwork and Mockup:



Dimensions

Allowance: **300sqft.**
 Size: 292.75"W x 21"H
 Raceway: 300"W x 3"H
 Letter Heights: 18.5"-21"H

Location



Lit Channel Letters

Sided: Single-Sided
 Illumination: Internally Illuminated
 Fabrication: Channel Letters
 Return: 3" ■ Black
 Trim Cap: 1" ■ Black
 Face Color: ■ TBD Green
 Raceway: 3" ■ TBD Match
 Electric w/in 5ft: **TBD**
 Site Modifications: No
 Remove Existing: No
 LED Color: White
 UL Listed Parts: Yes 
 Access to Rear: Yes
 Notes:
 -

MASTER LICENSE AGREEMENT BETWEEN

EZEE FIBER TEXAS, 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 Ezee Fiber Texas, LLC, whose principal place of business 5959 Corporate Drive, Suite 2000, Houston, Texas 77036, 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) **RECITALS**: The foregoing recitals are incorporated herein as definitions, substantive provisions and as representing the intent of the Parties.
- 2) **GRANT OF LICENSE**: 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) **TERM AND FEES**: 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) **MARKING:** 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) DUTY TO PROVIDE INFORMATION: 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) NO ENCUMBRANCES: 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) TAXES: 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) VIDEO PROGRAMMING: 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) REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES: 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 the 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:
Ezee Fiber Texas, LLC
5959 Corporate Drive
Suite 2000
Houston, TX 77023

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.

- 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. The Parties agree that, notwithstanding the foregoing, Section 18 shall only survive for one (1) year beyond 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: _____

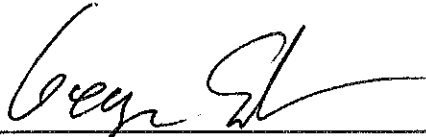
Name: _____

Title: _____

Date: _____

LICENSEE:

Ezee Fiber Texas, LLC

By:  _____

Name: George Salimbas

Title: General Counsel

Date: 10/31/2025

MASTER LICENSE AGREEMENT BETWEEN

EZEE FIBER TEXAS, 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 Ezee Fiber Texas, LLC, whose principal place of business 5959 Corporate Drive, Suite 2000, Houston, Texas 77036, 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) **RECITALS**: The foregoing recitals are incorporated herein as definitions, substantive provisions and as representing the intent of the Parties.
- 2) **GRANT OF LICENSE**: 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) **TERM AND FEES**: 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) **MARKING:** 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) DUTY TO PROVIDE INFORMATION: 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) NO ENCUMBRANCES: 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) TAXES: 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) VIDEO PROGRAMMING: 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) REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES: 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 the 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:
Ezee Fiber Texas, LLC
5959 Corporate Drive
Suite 2000
Houston, TX 77023

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.

- 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. The Parties agree that, notwithstanding the foregoing, Section 18 shall only survive for one (1) year beyond 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: _____

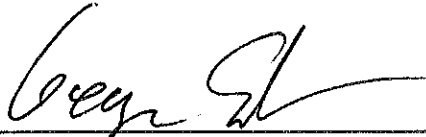
Name: _____

Title: _____

Date: _____

LICENSEE:

Ezee Fiber Texas, LLC

By:  _____

Name: George Salimbas

Title: General Counsel

Date: 10/31/2025

**Village of Westmont
Property Tax Levy
2025**



Tax Levy

The Tax Levy Ordinance is the Village's legal request to receive property taxes levied on parcels within its corporate boundaries. The current tax levy specifies the type and amount of property taxes the Village intends to receive in property tax

LEVY	TAXES EXTENDED	ADJUSTED
NAME	AMOUNT	EXTENSION
IMRF	683,915.47	683,915.47
POLICE PENSION	3,376,207.09	3,376,207.09
TORT JUDGMENTS/LIAB	567,149.41	567,149.41
SOCIAL SECURITY	810,690.04	810,690.04
AMBULANCE	1,683,655.31	1,683,655.31
MEDICARE	195,722.15	195,722.15

revenues from the County's collection of tax payments next year. Concisely, the Village officially requests the tax levy and the County Clerk's Office "extends" it. This 2025 property tax levy must be approved and filed with DuPage County by the last Tuesday in December (December 30, 2025). The

2025 levy is a request for property tax revenue that the Village will receive during FY 2026 (January 1, 2026 – December 31, 2026) but is to support appropriations made for the period January 1, 2025 through December 31, 2025.

PTELL

According to the Illinois Compiled Statutes' Property Tax Code (35 ILCS 200/18-18-195), non-home rule municipalities, are subject to a property tax cap in the amount that it can increase the annual tax levy from the prior year. This is more commonly known as PTELL, or the Property Tax Extension Limit Law. According to PTELL, the Village is limited to an increase of 5% or the actual rate of inflation, whichever is less. For purposes of this 2025 tax levy, the annual increase limit has already been established at 2.90%.

DuPage County could also increase the Village's tax levy by the value of new property added into the Village through new construction, development, or annexation. This amount can be estimated, but will not be known until DuPage County certifies the tax levies next spring. For this 2025 tax levy, the amount of new property value added to the Village is estimated to be \$1.57 million, which would add an additional 0.31% to the annual increase limit.

PTELL LIMIT	
CPI	2.90%
New Construction	0.31%
Expected PTELL Limit Increase	3.21%

Truth-in-Taxation

The Truth-in-Taxation Law establishes procedures taxing districts must follow when adopting levies more than 5% higher than the total amount of taxes in the previous year. The requirements are:

- 1) Publish a required notice in a local newspaper;
- 2) Hold a public hearing;
- 3) At the public hearing, explain the reasons for its levy;
- 4) Allow anyone from the public to present testimony; and
- 5) After the hearing, the taxing district may adopt the tax levy.

Each taxing district must certify to the County Clerk that it has complied with all Truth-in-Taxation publication, notice, and hearing requirements when it certifies its levy to the County Clerk. Under the Truth in Taxation Law (35 ILCS 200/18), if the estimated levy does not exceed 105% of last year's final aggregate levy, a formal hearing with published legal notice in the newspaper is unnecessary.

Levy Request

The Village's 2025 Property Tax levy is made up of three components, Village levy, Library levy and Special Service Area (SSA) levy. The 2025 levy proposal totals \$11,417,162. However, the expected total levy once PTELL is applied is expected to approximate \$11,232,681.

Levy Item	Prior Year		Proposed		Expected	
	2024 Rate	2024 Extension	2025 Rate	2025 Extension	2025 Rate	2025 Extension
IMRF	0.0615	\$ 683,915	0.0614	\$ 717,427	0.0605	\$ 705,871
POLICE PENSION	0.3036	3,376,207	0.3033	\$ 3,541,641	0.2984	3,484,594
LIABILITY INSURANCE	0.0510	567,149	0.051	\$ 594,939	0.0501	585,357
SOCIAL SECURITY	0.0729	810,690	0.0728	\$ 850,414	0.0717	836,716
MEDICARE	0.0176	195,722	0.0176	\$ 205,312	0.0173	202,006
AMBULANCE	0.1514	1,683,655	0.1513	\$ 1,766,154	0.1488	1,737,706
FIRE	0.0945	1,043,980	0.0944	\$ 1,095,135	0.0923	1,077,495
VILLAGE TOTAL	0.7525	\$ 8,361,318	0.7518	\$ 8,771,022	0.7391	\$ 8,629,745
LIBRARY	0.2168	2,410,941	0.2165	2,528,000	0.2128	2,484,796
SSA NORTH FIRE	0.2298	112,525	0.2298	\$ 118,140	0.2298	118,140
COMBINED TOTAL	1.1991	\$ 10,884,784	1.1981	\$ 11,417,162	1.1817	\$ 11,232,681

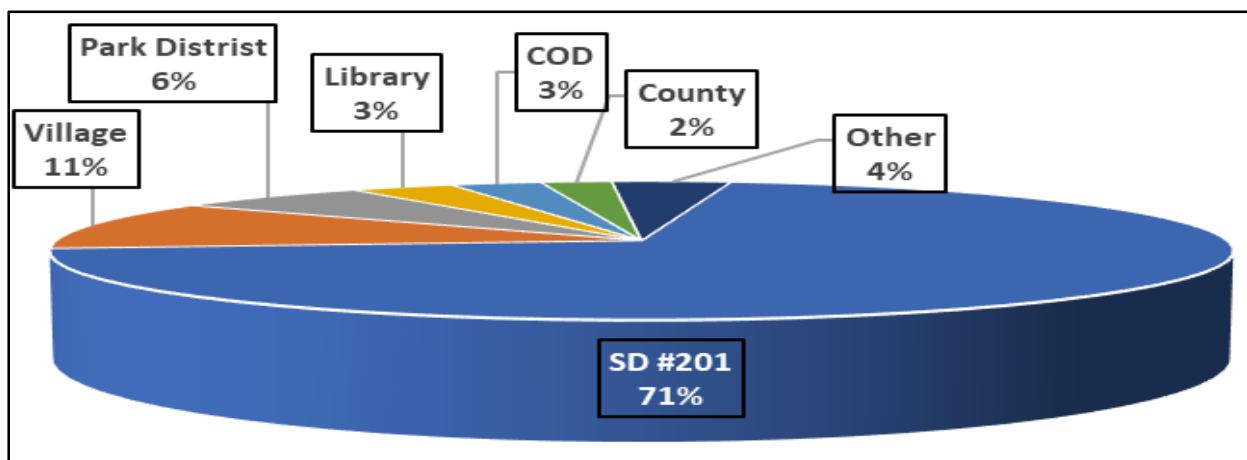
The Village's largest source, Police Pension represents the Village's commitment to police officer retirement benefits. The Village's has hired a qualified independent actuary firm to annually prepare a report on the recommended contribution for the period January 1, 2026 through December 31, 2026, which represents \$3,493,480. This funding will help pay for 45 beneficiaries currently receiving pension benefits and 35 current police officers eligible for future pension benefits at retirement.

The Village's total expected levy of \$8,629,745 represents an increase of 3.21% from the prior year tax levy final extension. It is worth noting that the Village's expected levy rate of 0.7391 represents a decrease of 2% from the prior year rate of 0.7525. The decrease in property tax rates is attributable to Increases in property values that are outpacing increases in property taxes extended. The Property Tax Assessor for both York Township and Downers Grove Township expect property values to increase approximately 5% this year within their respective boundaries.

Market Value	\$	362,200
Taxable EAV	\$	112,733.33
Village Rate, 0.7391	\$	833.21
Proposed Increase	\$	30

The expected levy increase of 3.21% is estimated to impact the average taxpayer by approximately \$30 with a median house

value of \$362,200. For the current 2024 tax levy, the Village's tax levy makes up approximately 11% of the typical taxpayer's overall property tax bill. A similar representation is expected for the 2025 tax levy. The graph below represents an illustration of the typical Westmont taxpayer's tax bill allocation.



Library Levy

The Village approves and files the Westmont Public Library property tax levy. The Library's 2025 tax levy totals \$2,528,000, which represents a 4.63% increase from the prior final tax extension. Once PTELL is applied, the expected levy extension is expected to approximate \$2,484,796

SSA North Fire Levy

The Village has one current Special Service Areas (SSAs) where taxes are levied from the properties within the SSA to pay for fire and ambulance service to households within the area. As part of the tax levy process, the Village must levy taxes for this SSA. The Village has historically chosen to lev a property tax at the same rate as Village residents for fire and ambulance service. The proposed SSA levy of \$118,140 meets this philosophy, while staying below a 5% increase. Special Service Areas are not subject to PTELL but are subject to Truth in Taxation requirements.

Total Aggregate Extension

Levy Item	2025 Rate	2025 Extension Proposed	% Increase
VILLAGE	0.7518	8,771,022	4.90%
LIBRARY	0.2165	2,528,000	4.86%
Village Total	0.9683	11,299,022	4.89%
SSA NORTH FIRE	0.2298	118,140	4.99%
SSA North Total	0.2298	118,140	4.99%
GRAND TOTAL	1.1981	11,417,162	4.89%

**Village of Westmont
Property Tax Levy
2025**



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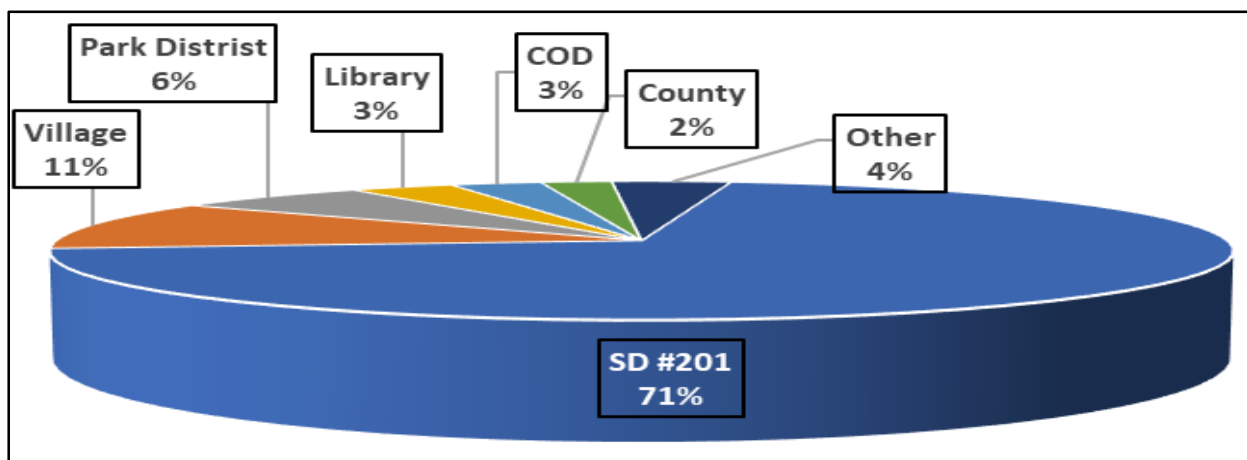
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Village of Westmont ADMINISTRATION

Information Technology

31 West Quincy Street, Westmont, Illinois 60559

it@westmont.il.gov | 630-981-6240

westmont.illinois.gov | 630-981-6200

The Westmont Information Technology Department requests that the following unused and/or non functioning items be declared as surplus. Surplus items are to be removed from Village inventory and disposed of with the Board of Trustee's authority by the Village Manager in the manner determined to be the most appropriate.

Model	Serial number	Description
0556-001-01	ACCC8E1F35C0	Axis camera
0556-001-01	ACCC8E1F35D1	Axis camera
0482-001-01	ACCC8E15655A	Axis camera
0482-001-01	ACCC8E156E4A	Axis camera
0516-001-03	ACCC8E16CFCD	Axis camera
0482-001-01	ACCC8E156559	Axis camera
0516-001-03	ACCC8E16CEB7	Axis camera
0511-001-01	00408CFCC3F8	Axis camera
0482-001-01	ACCC8E156626	Axis camera
0511-001-01	00408CFC88CD	Axis camera
0511-001-01	00408CFCC3F7	Axis camera
0516-001-03	ACCC8E16CDF8	Axis camera
0482-001-01	ACCC8E156E5A	Axis camera
0516-001-03	ACCC8E15BC21	Axis camera
0516-001-03	ACCC8E0A681E	Axis camera
0516-001-03	ACCC8E16CDE7	Axis camera
0516-001-03	ACCC8E16CE00	Axis camera
0482-001-01	ACCC8E156673	Axis camera
0516-001-03	ACCC8E16CE34	Axis camera
0482-001-01	ACCC8E283B60	Axis camera
0482-001-01	ACCC8E15666C	Axis camera
0285-001-04	00408CC3763D	Axis M3014 Camera

0285-001-04	00408CC3763A	Axis M3014 Camera
0547-001	00408CFFA59D	Axis M3026 Camera
	H2MSCX002168	Asus ChromeBox
	H1MSCX004315	Asus ChromeBox
	HAMSCX004161	Asus ChromeBox
	HAMSCX004273	Asus ChromeBox
	H2MSCX002455	Asus ChromeBox
	N3MSCX0063656DV	Asus ChromeBox
	N3MSCX006546WNZ	Asus ChromeBox
	HY3A91KD106027Z	ChromeBook
	1BEF9FAFB09473A	ChromeBook
	LRNXB670100J	ChromeBook
	LR-0742WY	ChromeBook
	LR-05YTWG	ChromeBook
	LR-051RXL	ChromeBook
	LR-074UV3	ChromeBook
	LR-0742WZ	ChromeBook
	LR-074UV4	ChromeBook
	LR-05YT2U	ChromeBook
	109E9FBF604178V	ChromeBook
	109E9FBF603884W	ChromeBook
	109E9FBF603899E	ChromeBook
	109E9FAF600779R	ChromeBook
	5CD4021SCX	ChromeBook
	ZF173790C	ChromeBook
	LR-043PYC	ChromeBook
	LR-043PSG	ChromeBook
	LR-05YTW7	ChromeBook
	1G175928C	ChromeBook
	LR-05YTU6	ChromeBook
	LR-043PVD	ChromeBook
	LR03GVJL	ChromeBook
	LR03GVAS	ChromeBook
	3F134694C	ChromeBook

	3F1635323	ChromeBook
	3F135004C	ChromeBook
	3F134987C	ChromeBook
	3F134680C	ChromeBook
	3F135020C	ChromeBook
	3F135022C	ChromeBook
	3F183204C	ChromeBook
	ZF173929C	ChromeBook
	ZF173932C	ChromeBook
	ZF173909C	ChromeBook
	3F134677C	ChromeBook
	ZF173981C	ChromeBook
	ZF173878C	ChromeBook
	ZF164303C	ChromeBook
	3F183191C	ChromeBook
	I2IA11698	Panasonic VCR
	DDNN036847CC	Amplifier
DVP-NC6555P	1027318	DVD Player
	665606021e12625	Amplifier
	205107	Amplifier
	402225	Pre amp
	D10252T04208L1	Toshiba TV
	Z49HHCLD400150F	Samsung Monitor
	CN0G435H-72872-86G-0C KU-A00	Dell Monitor
	CN-0MM226-73731-859-4U KU	Dell Monitor
	CN-0MM226-73731-859-4 WLU	Dell Monitor
	CN-0MM226-73731-859-4T KU	Dell Monitor
	CN-0D176P-64180-99S-0L 5S	Dell Monitor
	109TPCA0W555	LG Monitor

	G5LMTJ029126	Asus Monitor
CR359A	CN4CJ9H03Y	HP Designjet T2500 PostScript Large-format printer
	F2LMTF046090	24" Asus Monitor
	F2LMTF045149	24" Asus Monitor
	FCLMTF237949	24" Asus Monitor
	J5LMTF080945	24" Asus Monitor
	LWJMNGAN4001714	Vizio TV
	QBR070921020	ViewSonic TV
	401MXBP3L109	LG TV
	1S5033A1UMJGWRZC	Lenovo desktop
	1S5033A1UMJLZMXG	Lenovo desktop
	8GPGV21	Dell server
	5FK7XH1	Dell laptop

	Fund Name	Total Revenues	Total Expenses	Change in Fund Balance	Fund Balance 12/31/2026
1	(01) General Fund	\$ 39,704,101	\$ 39,631,790	\$ 72,311	\$ 26,898,025
2	(05) Convention & Tourism Fund	\$ 1,049,139	\$ 1,943,000	\$ (893,861)	\$ 1,733,522
3	(25) Vehicle Replacement Fund	\$ 1,171,768	\$ 1,334,548	\$ (162,780)	\$ 4,318,804
4	(30) Capital Projects Fund	\$ 822,954	\$ 3,322,665	\$ (2,499,711)	\$ 1,163
5	(33) Stormwater Fund	\$ 2,560,821	\$ 4,076,900	\$ (1,516,079)	\$ 5,762,093
6	(36) Infrastructure Fund	\$ 32,501,686	\$ 31,985,809	\$ 515,877	\$ 1,490,164
7	(41) Water Fund	\$ 17,589,754	\$ 16,641,976	\$ 947,778	\$ 4,109,322
8	(50) Debt Fund	\$ 4,575,072	\$ 4,443,439	\$ 131,633	\$ 2,610,846
9	(61) MFT Fund	\$ 1,311,660	\$ 2,325,000	\$ (1,013,340)	\$ 453,337
10	(62) IMRF / Social Security Fund	\$ 1,989,227	\$ 2,446,910	\$ (457,683)	\$ 371,627
11	(66) DEA Fund	\$ 218,200	\$ 730,440	\$ (512,240)	\$ 750,956
12	(68) Long Range Planning Fund	\$ 244,982	\$ 4,598,149	\$ (4,353,167)	\$ 6,138,363
13	(82) TIF SWBD Fund	\$ 818,911	\$ 1,256,240	\$ (437,329)	\$ 326,102
14	(83) TIF CBD Fund	\$ 5,313,411	\$ 5,313,411	\$ -	\$ -
	GRAND TOTAL	\$ 109,871,688	\$ 120,050,278	\$ (10,178,590)	\$ 54,964,323