



**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
January 8, 2026
6:00 PM**

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

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

5. REPORTS

a. Board Reports

- i. Mayor

CP2 Consulting Strategic Plan Stakeholder's Report

Type Presentation

Budgeted

- 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 December 11, 2025.

Background of Subject Matter

Required Parliamentary Procedure

Type Motion

b. Finance Ordinance(s)

i. **#26-total to be announced at the meeting**

Type Consent Item

Budgeted

c. **Purchase Order(s)**

i. **Currie Motors \$45,509.00**

FY2026 Ford Utility Interceptor for Police Chief. Item purchased through the Suburban Purchasing Cooperative.

Type Consent Item

Budgeted Yes

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

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

Type Consent Item

Budgeted

8. UNFINISHED BUSINESS

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

1. Board to consider a motion to reconsider the denial of the Zoning Ordinance Special Use permit request from JA RE Enterprises, LLC d/b/a LIT SMOKES and WL Property Acquisitions, LLC, for the property at 101 West Ogden Avenue, Suite B, Westmont, Illinois for a tobacco and vape retail store in the B-2 General Business District.
2. [If motion to reconsider is approved] Board to consider an ordinance approving the above referenced Zoning Ordinance Special Use Permit.
3. [If motion to reconsider and special use are approved] Board to consider an ordinance increasing the number of available Class B tobacco licenses by one for JA RE Enterprises, LLC d/b/a LIT SMOKES.

Background of Subject Matter

The property and building were recently consolidated, improved, and renovated to accommodate the operation of a cannabis dispensary and separate bakery with a drive-through. However, due to difficulties in obtaining the necessary approvals from non-Village agencies for the menu of the bakery, the petitioner has decided to instead request to operate a tobacco and vape retail store. Although the petitioner initially wanted to use the drive-thru window to sell non-tobacco and vape products, the petitioner has now withdrawn this proposal, and it will not utilize the drive-thru window

at all. The petitioner will keep the existing drive drive-thru improvements in place for the potential use of a future tenant.

The requester is asking for the Board to reconsider the denial at the December 11, 2025 meeting. The requester was unable to attend the December 11, 2025 meeting due to an emergency. The Planning & Zoning Commission recommended approval of the special use permit request (6-0, one vacancy) at its meeting on November 12, 2025. No one from the public spoke.

Additional Background

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

Type Ordinance

Budgeted

9. NEW BUSINESS

a. Downtown Incentive Program Grant - 33 North Cass Avenue

Board to consider an ordinance awarding a Downtown Incentive Program (DIP) grant to John and Kimberly Hagedorn to make facade improvements to the building at 33 North Cass Avenue, along with the following waivers from the DIP guidelines and requirements:

- a. Waiver to allow a DIP grant where construction of the improvements has already commenced;
- b. Waiver to allow a 10% increase in eligible funding for this Tier 2 grant; and
- c. Waiver of the 3-year waiting period for future DIP grant requests.

Background of Subject Matter

The property owner has requested DIP funding to assist in reconstruction activities associated with recent vehicle damage to the front facade. In addition to the necessary repairs already covered by insurance, the owner proposes to further improve the new brick facade with higher quality brick, change the second story windows to commercial grade, and add exterior lighting to the building. The request includes additional waivers to some of the DIP standards for approval.

Additional Background

As a Tier 2 grant, the project is eligible for a grant award of \$27,997.11; however, the applicant requests that a 10% increase be considered due to the hardship created by the unanticipated costs. The increase in requested

funds would result in an award of \$33,596.53.

Recommendation

Approve

Type

Ordinance

Budgeted

b. **Award of Bid Proposal - Park, Chicago and Willard Watermain Improvements**

Board to consider an ordinance awarding the bid to Miller Pipeline LLC for the Park, Chicago and Willard Watermain Improvements project, and authorizing a construction contract consistent with the bid documents.

Background of Subject Matter

The Village accepted bids from 16 contractors for the project. The low bidder was Miller Pipeline LLC with a low bid of \$2,960,385.00. The low bid is approximately 10% lower than the Engineer's Estimate of \$3,300,000.

Additional Background

This project includes the installation of watermain, appurtenances and associated restoration for the installation of watermain on Park St from Naperville to Ogden, Chicago Av from Grant to Roslyn, and Willard St from Washington to Park. This project will be constructed during the spring and summer of 2026.

Recommendation

Approve

Type

Agreement/Contract

Budgeted

Yes

c. **Engineering Services Agreement - Construction Engineering for the Park, Chicago and Willard Watermain Improvements Project**

Board to consider an ordinance authorizing an engineering services agreement with Baxter & Woodman, Inc. for Phase 3 construction engineering services for the Park, Chicago and Willard Watermain Improvements project.

Background of Subject Matter

Request to approve the sum of \$250,690.00 for Phase 3 construction engineering services for the Park, Chicago and Willard Watermain Improvements project.

Additional Background

This agreement will include construction administration, shop drawing review, field inspection and documentation of the subject project.

Recommendation

Approve

Type Ordinance

Budgeted Yes

d. **Award of Cooperative Procurement - 328 S Wilmette New Cold Storage Building**

Board to consider an ordinance approving the purchase and construction of a Public Works storage building and foundation for 328 S. Wilmette pursuant to a Cooperative Procurement Program authorized and administered by the State of Illinois.

Background of Subject Matter

The Public Works Department street division previously operated out of the Village's property at 328 S Wilmette. When the new Public Works building on Burlington was constructed in 2020, the old street division building was demolished, and planning began to re-purpose the site with a salt dome, an additional larger storage building and a new water tower. The construction of the larger storage building is now being accelerated to serve as temporary quarters for the Fire Department while the new fire station is being constructed, in order to avoid costly rental of temporary facilities.

Additional Background

Staff has identified an approved cooperative contract, Sourcewell Cooperative Contract 110822-CSS through ClearSpan Structures for the procurement of a 70'x125' steel structure and concrete foundation for a cost not to exceed \$738,014.14. The labor for the construction of the building and concrete foundation will be prevailing wage. Construction of the building will begin in May, weather permitting, with completion in late summer 2026. This purchase is authorized by the Governmental Joint Purchasing Act.

Please note that there are additional site improvements that will also be performed including site excavation and grading, underground utilities, electrical, paving and fencing that will be procured under a separate contract. The total budget approved for this project inclusive of the building and associated site improvements is \$1,500,000.

Recommendation

Approve

Type Ordinance

Budgeted Yes

e. **Code of Ordinance Revisions - Stormwater Management**

Board to consider an ordinance amending Chapter 34 of the Westmont Code of Ordinances to add local amendments to the DuPage County Countywide Stormwater and Floodplain Ordinance regarding stormwater management.

Background of Subject Matter

Staff was asked to review the Village's ordinances related to stormwater regulations, and provide recommendations to streamline and modernize the stormwater regulations to better serve the needs of the Village and its residents. The Village has retained the consulting firm Christopher B. Burke Engineering, LLC (CBBEL) to assist in review of the Village's existing stormwater regulations and provide recommendations.

Additional Background

Chapter 34 of the Village Code of Ordinances will be amended to align with local amendments proposed to the DuPage County Countywide Stormwater and Floodplain Ordinance, with the DuPage County Countywide Stormwater and Floodplain Ordinance being the main governing document for Village stormwater regulations. Local amendments to the DuPage County Countywide Stormwater and Floodplain Ordinance include clarifications to Article VIII: Post Construction Best Management Practices; Article IX: Site Runoff Conveyance, Storage and Field Tiles; Article X- Floodplain Management; Appendix A- Definitions.

Recommendation

Approve

Type Ordinance

Budgeted

f. **Personnel Code Text Amendments**

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

Background of Subject Matter

The revisions are necessary to ensure policy and practice align as well as to comply with recent legislative changes.

Recommendation

Staff recommends approval.

Type Ordinance

Budgeted

g. **Downtown Incentive Program - FY2026 Annual Budget and Activity Targets**

Board to consider an ordinance adopting the FY2026 Downtown Incentive

Program Annual Budget and Activity Targets.

Background of Subject Matter

In accordance with the DIP procedures, the Board defines the program parameters on an annual basis to establish tier funding, eligible activities, incentive bonuses, and any other program specifics. FY2026 will fund all Tiers, 1, 2, and 3.

Additional Background

FY2026 mirrors FY25(B) in that it funds all tiers and duplicates fire life safety targets to encourage the installation of sprinkler systems in the downtown. Application cycles on Tiers 2 and 3 have been removed, which allows for applications to be processed as received on a first come, first served basis.

Recommendation

Approve

Type Ordinance

Budgeted Yes

h. **Ripple Fiber Illinois, LLC - License Agreement**

Board to consider an ordinance approving a master license agreement between Ripple Fiber Illinois, LLC and the Village of Westmont to provide internet and phone services for residents and businesses.

Background of Subject Matter

The terms of the agreement are for five years, \$750.00 for the first year and \$500.00 for each year thereafter, with an initial fee of \$2,750.00 to the Village prior to the issuance of any permits.

Type Administrative Report

Budgeted

i. **UncommonX Security Agreement**

Board to consider an ordinance approving a 3-year agreement with UncommonX for SOC, security operations center, services for the Village of Westmont.

Background of Subject Matter

The purchase order for these services was approved by the Board in December, and the contract is being retroactively approved at this time. These services will be included in the 2026 appropriations ordinance.

Type Ordinance

Budgeted

10. MISCELLANEOUS

11. EXECUTIVE SESSION

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

12. ADJOURN

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

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



Village of Westmont

ADMINISTRATION

Village Clerk

31 West Quincy Street, Westmont, Illinois 60559

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

westmont.illinois.gov | 630-981-6200

Clerk's Office Village of Westmont

MINUTES OF THE BOARD MEETING HELD **Thursday, December 11, 2025.**

Mayor Nero called the meeting to order at **6:04 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>P</u> (Police Department)	D.C Thompson <u>A</u> (Police Department)	Altic <u>P</u> (Finance Director)
Chief Riley <u>A</u> (Fire Dept.)	D.C. Frank <u>P</u> (Fire Department)	Mielcarski <u>A</u> (Gov't Services)
Richards <u>P</u> (Deputy Village Clerk)	McIntyre <u>P</u> (Communications)	Ries <u>P</u> (Public Works Director)

ATTORNEY: Zemenak P Lampariello A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Bugle A

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor Nero welcomed everyone to the meeting.

OPEN FORUM:

- Carla Plowman: Addressed the Village Board on behalf of the Lions Club. She talked about the Gala at the Oak Brook Hills Hilton. The cost is \$50/ person to attend. Tickets must be ordered by January 10th and the event is January 24th at 6pm.

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

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

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</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>N</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>N</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>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</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>N</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
TRUSTEE BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PARRILLI	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>Y</u>
TRUSTEE PLOWMAN	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE SCALES	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
	<u>19</u>								
TRUSTEE BARKER	<u>Y</u>								
TRUSTEE GUZZO	<u>Y</u>								
TRUSTEE LIDDLE	<u>Y</u>								
TRUSTEE PARRILLI	<u>Y</u>								
TRUSTEE PLOWMAN	<u>Y</u>								
TRUSTEE SCALES	<u>Y</u>								

REPORTS**Mayor Nero**

- Gave an update on the Holly Days parade. The weather cooperated and it was a lot of fun. Thanked everyone who helped to make this happen and for all of the people involved. It was a fun family event.
- Gave an update on the Village Social Media contest. The Fire Chief had many "likes" regarding his post.
- Thanked Fire Department Deputy Chief Frank and Police Department Chief Gruen for joining him at Maercker school this week. Together they spoke to all of the 3rd graders and it was a lot of fun.

Village Clerk Szymski

- Village offices will be closed December 24, 25, and 26th, as well as January 1 & 19.
 - Please check the website to confirm if garbage pickup will be affected on specific dates.
- We have severe cold and icy conditions coming over the next few days. Residents are reminded to be patient with their garbage and recycling when it's picked up in case there are delays. If there is ever a question about your pickup status, you can contact Flood at 630-261-0400.

Trustee Guzzo

- The next Fire Public Safety Committee meeting will be 4:30pm, March 5, 2026. The meeting will take place at Village Hall and all are invited to attend.
- Keep the Wreath Red is an annual program aimed at promoting fire safety during the holidays. Outside our fire stations are wreaths with red lights. The wreaths remain lit 24/7 during the holiday season, which runs from December 1 through January 2. A white bulb will replace a red bulb if a fire occurs due to holiday decorations. The wreath serves as a reminder to practice safety while displaying your holiday decorations.
- Reminded residents to keep hydrants free of snow. It is recommended that there should be a three foot clearance is maintained.
- Thanked the Public Works Department for their hard work with snow removal during weather events.
- Wished everyone a safe and healthy holiday season.

Trustee Scales

- The Planning and Zoning Committee meeting will take place January 14, 2026 at 6pm. The meeting will take place in Village Hall.
- The Community Development Committee meeting will be January 22, 2026. will be announced for 2026.

Trustee Parilli

- The next Public Works Committee Meeting will be March 19, 2026.
- Recapped the Public Works Committee meeting that occurred earlier today.
 - Thanked Public Works for their work with snow removal. We got about 9.5 inches of snowfall from November 29th - 30th.
 - A Pavement Management program was discussed.
 - Lead pipe regulations were discussed. In 2027 all lead pipes must be replaced.
 - The new Fire Department building was discussed. The new Fire station is expected to be completed in the fall of 2027.
- If there are any questions regarding snow removal, please go to the Village website.

Trustee Plowman

- Echoed compliments on the snow removal.
- Thanked Trustee Guzzo for covering the committee meeting.
- Graduated from the Citizens Police Academy and thanked the former and current Chief for a great program. It is a great service.
- Announced the Mr. Wayne's Collectibles is now in a new location in the downtown area. There is also Parks Vintage and a new soap shop. Encouraged residents to shop local.

- Westmont Police and Fire encouraged residents to call 911 if there is an emergency.

Trustee Liddle

- The Administration / Finance Committee meeting will be Thursday, January 8, 2026.
- The Park District is hosting a beer fest at Ty Warner Park on Valentine's Day.
- The Westmont Library will host several programs that support people with dementia and their caregivers. For more information please visit the Library website.
- There is a new pet event, Petpalooza. The event will be scheduled in May. Details will be on the WSEC website.

Trustee Barker

- The Environmental Improvement Committee will meet on January 5th, 5:30pm at the Westmont Public Library.
- We are collecting holiday lights. The bins are in place at the library and at the south fire headquarters. Residents can drop off their unwanted or broken holiday lights there to be recycled.
- Flood Brothers will pick up Christmas trees from December 29th - January 30th. They must be free from decorations, tinsel, and lights.
- Salt use in Westmont being looked into. Please use salt responsibly. It can contaminate waterways
- Westmont Stormwater Ordinance is being reviewed to be more in line with the County of DuPage.

PUBLIC HEARINGS

A) PROPERTY TAX LEVY HEARING - VILLAGE OF WESTMONT

a) Public Hearing Opened at 6:20pm

- Finance Director Altic addressed the Village Board and gave information on the proposed tax levy. That total is \$11,299,022. This is an increase of 4.89% and the Village is likely to get CPI which is an inflationary index of 2.9%. Revenues will be captured through new construction. A typical residence will see a \$30 increase to their property tax bill for the Village's share.

B) PROPERTY TAX LEVY HEARING - VILLAGE OF WESTMONT SPECIAL SERVICE AREA 2

a) Public Hearing Opened at 6:23pm

- Finance Director Altic stated that this is for the Liberty Park area so that the Fire Department could provide service to that area. This levy has a proposed increase of 4.99%. This information was published in the newspaper, for transparency.

b) Public Hearing Closed at 6:24pm.

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 **November 20, 2025**.

(B) FINANCE ORDINANCE

Finance Ordinance # 24 **\$ 2,762,581.86**

Finance Ordinance # 25 **\$ 1,621,010.95**

(C) PURCHASE ORDERS:

Thomas Dodge Chrysler Jeep of Highland, Inc	\$90,367.00
Currie Motors	130,742.00
Nextiva	35,000.00
ZAF ACP Holdings	39,000.00
Total of Purchase Orders	\$ 295,109.00

(D) TOTAL OF PURCHASE ORDER(S) AND FINANCE ORDINANCE(S): **\$ 4,588,334.81**

(E) OCTOBER 2025 MONTHLY BOARD TREASURER'S REPORT

Motion by **Trustee Liddle**

Seconded by **Trustee Scales** 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) CP2 CONSULTING STRATEGIC PLAN STAKEHOLDER'S REPORT

Motion by **Trustee Scales** to consider a motion to postpone the strategic plan stakeholder's report to January 8, 2025.

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

VOTE ON MOTION #2

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

Nays: None

Absent: None

(3) LOT COVERAGE VARIANCE REQUEST — 225 SOUTH WILLIAMS STREET

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

Motion by **Trustee Liddle** to consider an ordinance approving a request from Matthew and Karen Robare, for the property at 225 South Williams Street, Westmont for a Zoning Ordinance Variance to the maximum lot coverage in the R-3 Single-Unit Residential District.

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

VOTE ON MOTION #3

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

Nays: None

Absent: None

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

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

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

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

VOTE ON MOTION #4

Ayes: None

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

Absent: None

(5) COMMUNITY EVENT REQUEST - 2026 LIONS CLUB SPRING FLING EVENT

Deputy Village Clerk Richards and Dan B. from Lions Club addressed the Village Board on this item.

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

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

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

VOTE ON MOTION #5

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

Nays: None

Absent: None

(6) PUBLIC/INSTITUTIONAL (P/I) REZONING AND SPECIAL USE PERMIT REQUEST — VILLAGE HALL — 31 WEST QUINCY STREET

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

Motion by **Trustee Scales** to consider two requests from the Village of Westmont for the property at 31 West Quincy Street (Village Hall) for the following:

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

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

VOTE ON MOTION #6

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

Nays: None

Absent: None

(7) PUBLIC/INSTITUTIONAL (P/I) REZONING REQUEST — NORTH WATER TOWER — 925 OAKWOOD DRIVE

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

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

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

VOTE ON MOTION #7

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

Nays: None

Absent: None

(8) VARIOUS ZONING ENTITLEMENTS — PUBLIC WORKS YARD — 328 SOUTH WILMETTE AVENUE

Community Development Director Hennerfeind and Public Works Director Ries addressed the Village Board on this item.

Motion by **Trustee Plowman** to consider requests from the Village of Westmont for the property at 328 South Wilmette Avenue for the following:

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

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

VOTE ON MOTION #8

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

Nays: None

Absent: None

(9) MASTER SERVICES AGREEMENT - CLEARPATHGPS

IT Director Liljeberg addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving a Master Service Agreement between ClearPathGPS and the Village of Westmont.

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

VOTE ON MOTION #9

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

Nays: None

Absent: None

(10) NEXTIVA SERVICE AGREEMENT

IT Director Liljeberg addressed the Village Board on this item.

Motion by **Trustee Scales** to consider an ordinance approving a 3-year agreement with Nextiva for a village-wide phone system.

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

VOTE ON MOTION #10

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

Nays: None

Absent: None

(11) WESTMONT CENTRE LEASE AGREEMENT

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

Motion by **Trustee Scales** to consider an ordinance approving a Westmont Centre lease with the Westmont Special Events Corporation.

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

VOTE ON MOTION #11

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

Nays: None

Absent: None

(12) BOUNDARY LINE AGREEMENT WITH DOWNERS GROVE

Village Attorney Zemenak addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance approving a Boundary Line Agreement between the Village of Westmont and the Village of Downers Grove.

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

VOTE ON MOTION #12

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

Nays: None

Absent: None

(13) FIRE DEPT. LIFT - ASSIST SERVICE FEES

Deputy Fire Chief Thomas Frank addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance approving amendments to Chapter 42, Article IV, Division 2, Section 42-189 to impose lift-assist service fees.

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

VOTE ON MOTION #13

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

Nays: None

Absent: None

(14) ABATEMENT OF PROPERTY TAXES

Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Liddle** to consider an ordinance abating taxes heretofore levied for the 2025 property tax cycle to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2017; its General Obligation Bonds (Alternate Revenue Source), Series 2019A; its General Obligation Bonds (Alternate Revenue Source), Series 2019B; its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A; and its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022B of the Village of Westmont, DuPage County, Illinois.

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

VOTE ON MOTION #14

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

Nays: None

Absent: None

(15) PROPERTY TAX LEVY - VILLAGE OF WESTMONT

Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance adopting the 2025 property tax levy for the Village of Westmont.

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

VOTE ON MOTION #15

Ayes: Barker, Guzzo, Liddle, Plowman, Scales

Nays: Parrilli

Absent: None

(16) PROPERTY TAX LEVY - SPECIAL SERVICE AREA 2

Finance Director Altic addressed the Village Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance adopting the 2025 property tax levy for the Village of Westmont's Special Service Area 2.

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

VOTE ON MOTION #16

Ayes: Barker, Guzzo, Liddle, Plowman, Scales

Nays: Parrilli

Absent: None

MISCELLANEOUS

- Mayor wished everyone a Merry Christmas and Happy Holidays.

(17) REQUEST FOR EXECUTIVE SESSION

Mayor Nero requested a motion to adjourn to Executive Session to set the price of property owned by the village pursuant to section 2(C)(6) of the Open Meetings Act.

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

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

VOTE ON MOTION #17

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

Nays: None

Absent: None

(18) ADJOURN EXECUTIVE SESSION TO RECONVENE REGULAR MEETING

Board to consider a motion to adjourn at 8:25 pm.

Motion by **Trustee Plowman**.

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

VOTE ON MOTION #18

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

Nays: None

Absent: None

(19) ADJOURNMENT - 8:25 pm

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

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

VOTE ON MOTION #19

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

Nays: None

Absent: None

MEETING ADJOURNED AT 8:25 P.M.

ATTEST:

APPROVED:

Amanda Szymiski, Village Clerk

Steven T. Nero, Mayor

Dated this 8th day of January, 2026



Village of Westmont

Purchase Order

PO Date: 2025-12-15

Page: 1 of: 1

Bill To:

POLICE DEPARTMENT
500 N CASS
WESTMONT, IL 60559

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

Purchase
Order #

25204705

Vendor:

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

Ship To:

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100409	815-464-9200	815-469-9700				
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	FY2026 Police Chief Vehicle from DEA Fund					
1	2025 Ford Utility Interceptor per Suburban Purchasing Cooperative Delivery after 1/1/26 GL Account: 6656666 - 57093 - 2I&I		1.0	EACH	\$45,509.00	\$45,509.00
	Ship To: POLICE DEPARTMENT 500 N CASS WESTMONT, IL 60559					

By: Spencer Parker
Authorized Signature

PO Total **\$45,509.00**

*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.



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With!

Order Cut-Off: 05/23/25

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL • 3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard • AWD Drivetrain Transmission – 10-speed automatic, police calibrated • Lithium-Ion Battery Pack • Brakes – Police calibrated high-performance regenerative braking system (Hybrid Only) • 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers • Brake Rotors – large mass for high thermal capacity and calipers with large swept area. • Electric Power-Assist Steering (EPAS) – Heavy-Duty • DC/DC converter – 220-Amp • Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler • Engine Idle Hour Meter • Powertrain mounts – Heavy-Duty • Class III Trailer Hitch Receiver and (2) recovery hooks • Class III Trailer Tow Lighting Package • Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS • 50-State Emissions System • H8 AGM Battery • **Engine Idle Control** • Manual Police Pursuit Mode

EXTERIOR • Antenna, Roof-mounted • Cladding – Lower body-side cladding • Door Handles – Black • Exhaust, True Dual • **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** • Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) • Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass • Grille – Black • Headlamps – Automatic, LED Low-and-High-Beam • Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder • Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** • Spare – Full size 18" Tire w/TPMS • Spoiler – Painted Black • Lift-gate Handle • Tail lamps – LED • Tires – 255/60R18 A/S BSW • Wheel-Lip Molding – Black • Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated • **Rear Tail Light Housing**

INTERIOR/COMFORT • Cargo Hooks in cargo area • Climate Control – Dual-Zone Electronic Automatic Temperature Control • Door-Locks— Power • Fixed Pedals (Driver Dead Pedal) • Floor – Heavy-Duty Thermoplastic Elastomer • Glove Box – Locking/non-illuminated • Grab Handles • Heated Sanitization Solution • **Lift gate Release Switch located in overhead console (45 second timeout feature)** • Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light • Mirror – Day/night Rear View • Particulate Air Filter • Power points – (1) First Row • Rear-door closeout panels • Rear-window Defrost • Scuff Plates – Front & Rear • Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) • Speed (Cruise) Control • Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature • **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light •Aux. Rear A/C**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles



Models

☒	K8A	2025 Utility Interceptor Hybrid	47,615.00
☐			
☐			
☐			
☐			
☐			
☐			
☐			
☐			
☐			

OPTIONS-Mechanical/Functional

☒	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
☐	99C-3.0L Eco boost-NA w/ 65U	893.00
☐	76D-Deflector Plate (engine and transmission shield)	320.00
☐	41H-Block Heater	179.00
☐	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
☒	60R-Noise Suppression	94.00
☐	67U-Ultimate Wiring Kit	602.00
☐	67V-Connector Kit	188.00
☐	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
☐	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
☐	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
☒	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

☒	16P Rear Bumper Step Pad	94.00
☐	65L 18" Wheel Covers	65.00
☐	Keyed Alike CODE _____	47.00
☐	942-Daytime Running Light-Cannot be Reprogrammed	47.00
☐	68G- Rear Door Locks Inoperable	N/C
☐	52P-Hidden Door Lock Plunger Includes 68G	150.00
☐	43A-Rear Auxiliary Lights	376.00
☐	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
☐	51P-Drivers Side Spot Light Prep	132.00
☐	51S-Dual Spot Lights-Unity	582.00
☐	51T-Drivers Spot Light-Whelen	394.00
☐	51V-Dual Spot Lights-Whelen	629.00
☐	51W-Dual Spot Prep	264.00
☐	51R-Drivers Side Unity Spot Light	N/C
☐	63B-Side Marker Lights	320.00
☐	63L-Quarter Glass Lights	546.00
☐	66A-Front Headlamp Package	846.00
☐	66B-Tail Lamp Package	405.00
☐	66C-Rear Light Package	432.00
☒	16D-Badge Delete	N/C
☐	21L Front Auxiliary Light	546.00

Options-Interior

☐	47E 12.1" Integrated Computer Screen	3,478.00
☐	63V Cargo Vault (Lockable Small Compartment)	253.00
☒	65U Interior Upgrade Package-Includes Civilian-Style Console /Carpet	367.00
☐	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
☐	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
☐	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C
☐		

☐	16C Carpet Floor Covering	141.00
☐	FW Ebony Cloth Seating	51.00
☐	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
☐	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
☐	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
☐	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00
☐		
☐		

Exterior Colors

☐	E4-Vermillion Red	
☐	JS-Iconic Silver	
☐	LK-Dark Blue	
☐	LM-Royal Blue	
☐	M7-Carbonized Gray	
☐	TN-Silver Grey Metallic	
☐	UJ-Sterling Gray	
☐	UM-Agate Black	
☒	YZ-Oxford White	
☐		

Miscellaneous Options

☐	4-Corner LED Amber Strobes	1,395.00
☐	Rustproofing (Does Not Include Undercoating)	395.00
☐	Delivery Over 75 Miles	250.00
☐	Certificate of Origin (Customer to Complete Licensing)	N/C
☐	License and Title- Municipal Municipal Police	203.00
☐	Passenger Title and Plates	351.00
☐		

Title Name	BLOOMINGDALE FIRE
Title Address	
Title City	
Title Zip Code	
Contact Name	
Phone Number	
PO Number	
FIN CODE	
Tax Exempt Number	
Total Dollar Amount	45,509.00
Delivery Address	

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815)464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery



VILLAGE OF WESTMONT
Board of Trustees Memorandum
December 11, 2025

Item for Board of Trustees Consideration:

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

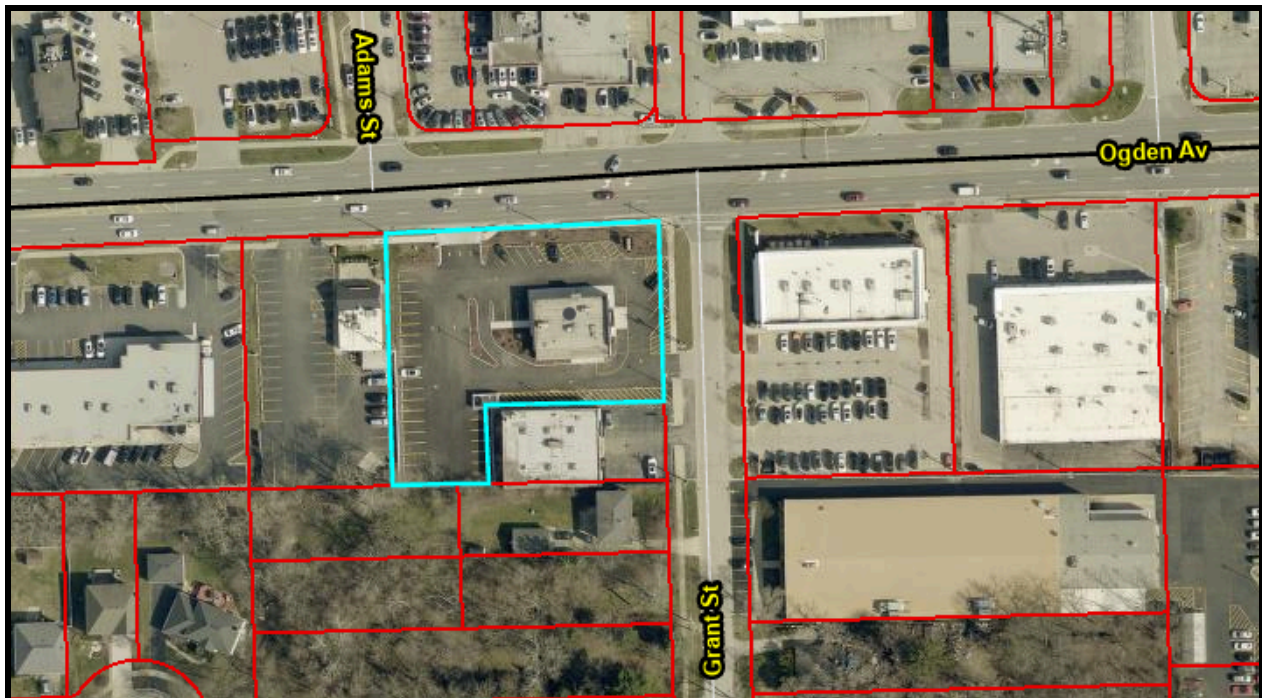
1. Special Use Permit request for a tobacco and vape retail store in the B-2 General Business District.

Planning & Zoning Commission recommendation:

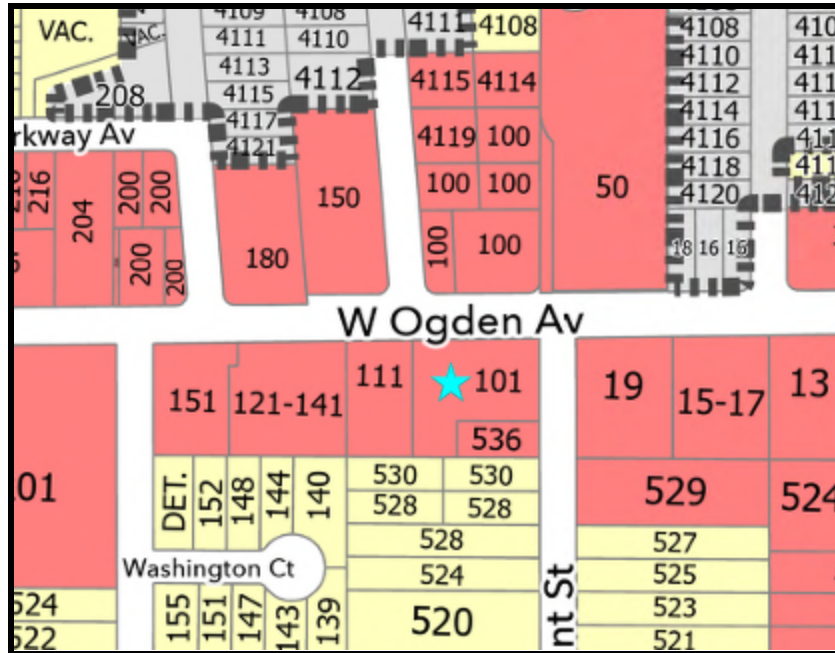
At its meeting on November 12, 2025, the Planning & Zoning Commission recommended approval of the special use permit request (6-0, one vacancy). No one from the public spoke.

I. BACKGROUND OF ITEM

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



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



Zoning Map - 101 West Ogden Avenue

B. Zoning Designations:

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

C. Neighborhood Characteristics

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



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

II. PETITIONER REQUEST:

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

III. ZONING ANALYSIS

A. Zoning and Comprehensive Plan Designations

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

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

B. Entitlement Requests

The petitioners have provided project narratives and supporting documentation for the following request, including the necessary responses to the Special Use Standards and special conditions. Any corresponding standards for entitlement approval consideration can be referenced in item V(B).

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

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

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

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

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

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

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

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

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

Standards for Special Uses Sec. 13.09(D):

A proposed special use shall substantially meet the following standards in order to obtain the recommendation of the planning and zoning commission and approval of the board of trustees:

- (1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
- (2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.*
- (3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
- (4) That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.*
- (5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
- (6) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.*

IV. SUMMARY

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

V. LEGAL

- A. Notification: A legal notice was published in Westmont Suburban Life on September 18, 2025
- B. Code References: Appendix A, Sections 7.03(A)(125b), 7.04(6) and 13.09*

**This application was received and processed prior to the comprehensive text amendments to the Village's zoning ordinance, which went into effect on August 25, 2025. Code references are to sections prior to the reorganization of the zoning ordinance.*

VI. DOCUMENTS ATTACHED:

1. Publication notice appearing in the September 18, 2025 Westmont Suburban Life.
2. Findings of Fact
3. Petitioner Attachments (Edited for PZC):
 - a. Planning and Zoning Development Application, received August 13, 2025
 - b. Narrative and responses to the Special Use Standards
 - c. Existing Site by BR Design Architecture
 - d. Proposed Floor Plan by BR Design Architecture
 - e. Proposed Signage Location by BR Design Architecture
 - f. Property Owner Authorization Letter
 - g. Plat of Consolidation

PUBLIC NOTICES

IN THE CIRCUIT COURT
FOR THE 18TH JUDICIAL
CIRCUIT
DUPAGE COUNTY -
WHEATON, ILLINOIS
RESIDENTIAL
Old Second National Bank
PLAINTIFF
Vs.

Nicole G. Irlon, et. al.
DEFENDANTS

No. 2025FC000139
NOTICE OF SHERIFF'S SALE
OF REAL ESTATE

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

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

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

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

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

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

If the sale is set aside for any
reason, the Purchaser at the
sale shall be entitled only to
a return of the deposit paid.

PUBLIC NOTICES

The Purchaser shall have no
further recourse against the
Mortgagor, the Mortgagee or
the Mortgagee's attorney.
Upon payment in full of the
amount bid, the purchaser
shall receive a Certificate of
Sale, which will entitle the
purchaser to a Deed to the
real estate after Confirmation
of the sale. The successful
purchaser has the sole
responsibility/expense of
evicting any tenants or other
individuals presently in
possession of the subject
premises.

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

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

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

13272758

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

PUBLIC NOTICE

LEGAL NOTICE / PUBLIC
NOTICE VILLAGE OF
WESTMONT PLANNING
AND ZONING COMMISSION
NOTICE OF PUBLICATION

NOTICE IS HEREBY GIVEN
that a public hearing has
been scheduled before the
Westmont Planning and
Zoning Commission to be
held on Wednesday, October
8, 2025 at 6:00 P.M. in the
Westmont Village Hall, 31
W. Quincy St., Westmont,
Illinois 60559.

The purpose of the hearing
is to consider a request from
JA RE ENTERPRISES, LLC
d/b/a LIT SMOKE
(Petitioner) and WL Property
Acquisitions, LLC (owner),
for the property at 101 West
Ogden Avenue, Suite 8,
Westmont, Illinois, 60559,
for the following:

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

PIN: 09-04-402-059
More Common Location:
101 West Ogden Avenue,
Suite 8, Westmont, Illinois,
60559

Village Code(s) Applicable:
Appendix A, Sections 7.03
(A)(125b), 7.04(6) and
13.09* *This application
was received and processed
prior to the comprehensive
text amendments to the
Village's zoning ordinance,
which went into effect on
August 25, 2025. Code
references are to sections
prior to the reorganization
of the zoning ordinance.

Note: Any person who has
a disability requiring a
reasonable accommodation
to participate in the meeting
should contact the ADA
Compliance Officer, 8:00
A.M. to 4:00 P.M. Monday
through Friday, Village of
Westmont, Illinois, 60559;
or telephone (630) 981-
6210 voice, within a
reasonable time before the
meeting. All interested

PUBLIC NOTICES

persons in attendance will be
allowed to express their
views.
WESTMONT PLANNING AND
ZONING COMMISSION
Doug Carmichael,
Chairperson
(Published in Westmont
Suburban Life Sep. 18,
2025) 2272486

PUBLIC NOTICE

LEGAL NOTICE / PUBLIC
NOTICE VILLAGE OF
WESTMONT PLANNING
AND ZONING COMMISSION
NOTICE OF PUBLICATION

NOTICE IS HEREBY GIVEN
that a public hearing has
been scheduled before the
Westmont Planning and
Zoning Commission to be
held on Wednesday, October
8, 2025 at 6:00 P.M. in the
Westmont Village Hall, 31
W. Quincy St., Westmont,
Illinois 60559.

The purpose of the hearing
is to consider a request from
Amibloom Florals LLC, d/b/a
Gather and Bloom
(Petitioner), and Hinsdale
Barber Properties Inc.
(Owner), for the property at
13 West Quincy Street,
Westmont, Illinois, 60559,
for the following:

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

PIN: 09-09-407-004
More Common Location:
13 West Quincy Street,
Westmont, Illinois, 60559

Village Code(s) Applicable:
Appendix A, Sections 7.03
(A), 7.04, 13.09* *This
application was received
and processed prior to the
comprehensive text
amendments to the Village's
zoning ordinance, which
went into effect on August
25, 2025. Code references
are to sections prior to the
reorganization of the zoning
ordinance.

Note: Any person who has
a disability requiring a
reasonable accommodation
to participate in the meeting
should contact the ADA
Compliance Officer, 8:00
A.M. to 4:00 P.M. Monday
through Friday, Village of
Westmont, Illinois, 60559;
or telephone (630) 981-
6210 voice, within a
reasonable time before the
meeting. All interested
persons in attendance will be
allowed to express their
views.

WESTMONT PLANNING AND
ZONING COMMISSION
Doug Carmichael,
Chairperson

(Published in Westmont
Suburban Life Sep. 18,
2025) 2272490

PUBLIC NOTICE

LEGAL NOTICE / PUBLIC
NOTICE VILLAGE OF
WESTMONT PLANNING
AND ZONING COMMISSION
NOTICE OF PUBLICATION

NOTICE IS HEREBY GIVEN
that a public hearing has
been scheduled before the
Westmont Planning and
Zoning Commission to be
held on Wednesday, October
8, 2025 at 6:00 P.M. in the
Westmont Village Hall, 31
W. Quincy St., Westmont,
Illinois 60559.

The purpose of the hearing
is to consider a request from
Ellen Bomba and Eugene
Hong, for the property at 31
South Grant Street,
Westmont, Illinois, 60559,
for the following:

1. Zoning Ordinance
Variance to the maximum lot
coverage in the R-3 Single-

PUBLIC NOTICES

Family Detached Residence
District for a patio.
PIN: 09-09-406-013
More Common Location:
31 South Grant Street,
Westmont, Illinois, 60559
Village Code(s) Applicable:
Appendix A, Sections 6.04
(D); 13.07* *This
application was received
and processed prior to the
comprehensive text
amendments to the Village's
zoning ordinance, which
went into effect on August
25, 2025. Code references
are to sections prior to the
reorganization of the zoning
ordinance.

Note: Any person who has
a disability requiring a
reasonable accommodation
to participate in the meeting
should contact the ADA
Compliance Officer, 8:00
A.M. to 4:00 P.M. Monday
through Friday, Village of
Westmont, Illinois, 60559;
or telephone (630) 981-
6210 voice, within a
reasonable time before the
meeting. All interested
persons in attendance will be
allowed to express their
views.

WESTMONT PLANNING AND
ZONING COMMISSION
Doug Carmichael,
Chairperson

(Published in Westmont
Suburban Life Sep. 18,
2025) 2272505

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

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

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

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

Spanish interpretation will
be available at the public in-
formation meeting. Persons
that require special accom-
modations under the Ameri-
cans with Disabilities Act
should contact Eli Cosky, at
ecosky@metrostratgroup.com
or 630-534-6400 ext.
106 for further assistance by
September 10th.

(Published in Grange Sub-
urban Life Aug. 21, Sep. 18,
2025) 2267155

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VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF OCTOBER 8, 2025

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

Request for a special use to allow a tobacco and vape retail store in the B-2 General Business District.

CRITERIA NO. 1: That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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

CRITERIA NO. 2: That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

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

CRITERIA NO. 3: That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

FINDINGS OF FACT: The property's proposed commercial retail use and existing zoning are consistent with the commercial uses and commercial zoning of surrounding properties. Surrounding properties are fully-developed. This approval, which will allow a tenant to operate out of an existing building, will not impede the redevelopment of surrounding properties.

CRITERIA NO. 4: That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.

FINDINGS OF FACT: The property is fully improved and has all necessary utilities, drainage, parking, access ways, or other necessary facilities in place.

CRITERIA NO. 5: That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

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

CRITERIA NO. 6: That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.

FINDINGS OF FACT: The proposed use conforms with all B-2 District regulations and other regulations of the Zoning Ordinance. No variances or waivers are requested or required.

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

FINDINGS OF FACT: The proposed use meets the requirements of Special Condition 6 [Section 7.04(6) of Zoning Ordinance] in that it is located more than 1,000 feet from a school.



Village of Westmont

Planning and Zoning

Application and Instructions

Community Development Department
31 West Quincy Street
Westmont, Illinois 60559
630-981-6260

<i>Office Use Only</i>	
Date Received:	_____
By:	_____

PROJECT NAME: JA RE ENTERPRISES LLC DBA LIT SMOKES

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

PIN Number(s): _____

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

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

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Relationship of Petitioner to Property Owner: Leasee

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

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

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

PROPERTY OWNER INFORMATION (IF DIFFERENT THAN PETITIONER):

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

Address:

Phone:

Email: mi@lovemylincoln.com

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

Property owner(s): Ahmad Joudeh

Address:

Phone:

Email:

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

PETITIONER SIGNATURE:

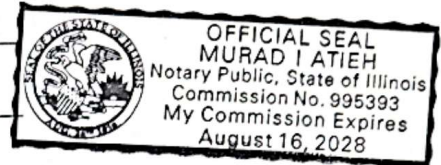
Type or print name: Ahmad Joudeh Manager

Signature: Ahmad Joudeh AJ

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

Murad I. Atieh

Notary Public



OWNER SIGNATURE:

Type or print name: _____

Signature: _____

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

Notary Public

By signing below, the applicant and/or property owner acknowledge that the **Application fees are non-refundable** and that filling out this form is not a guarantee that the item will appear before the Planning and Zoning Commission. The applicant and/or property owner further acknowledge that all items recommended by Village planning staff for consideration by the Planning and Zoning Commission must have received technical approvals from the Consulting Engineer, the Consulting Landscape Architect, the Consulting Architect, the Village Forester and/or other Village staff, as deemed appropriate by the Community Development Department, before being recommended for consideration by the Planning and Zoning Commission. For this reason, while this is not a requirement, it is highly recommended that the applicant/property owner hire licensed professional engineers or architects when preparing their application materials.

PETITIONER SIGNATURE:

Type or print name: _____

Signature: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20 _____

Notary Public

OWNER SIGNATURE:

Type or print name: UP PROPERTY ACQUISITIONS LLC

Signature: [Signature] MANAGER

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5TH DAY OF AUGUST, 20 25

[Signature]
Notary Public



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

Anticipated Staffing

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

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

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

Hours of Operation

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

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

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

Drive-Thru Operations

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

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

compliance with local and state requirements.

Lease Obligations

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

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

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

Commitment to Compliance and Community

Lit Smokes is committed to:

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

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

General Compliance Statement

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

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

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

Sincerely,
Ahmad Joudeh
JAK LLC

- (1) That the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

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

- (2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

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

- (3) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

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

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

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

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

- (5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

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

- (6) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the village board pursuant to the recommendation of the plan commission.

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

Response to Special Condition 6

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

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

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

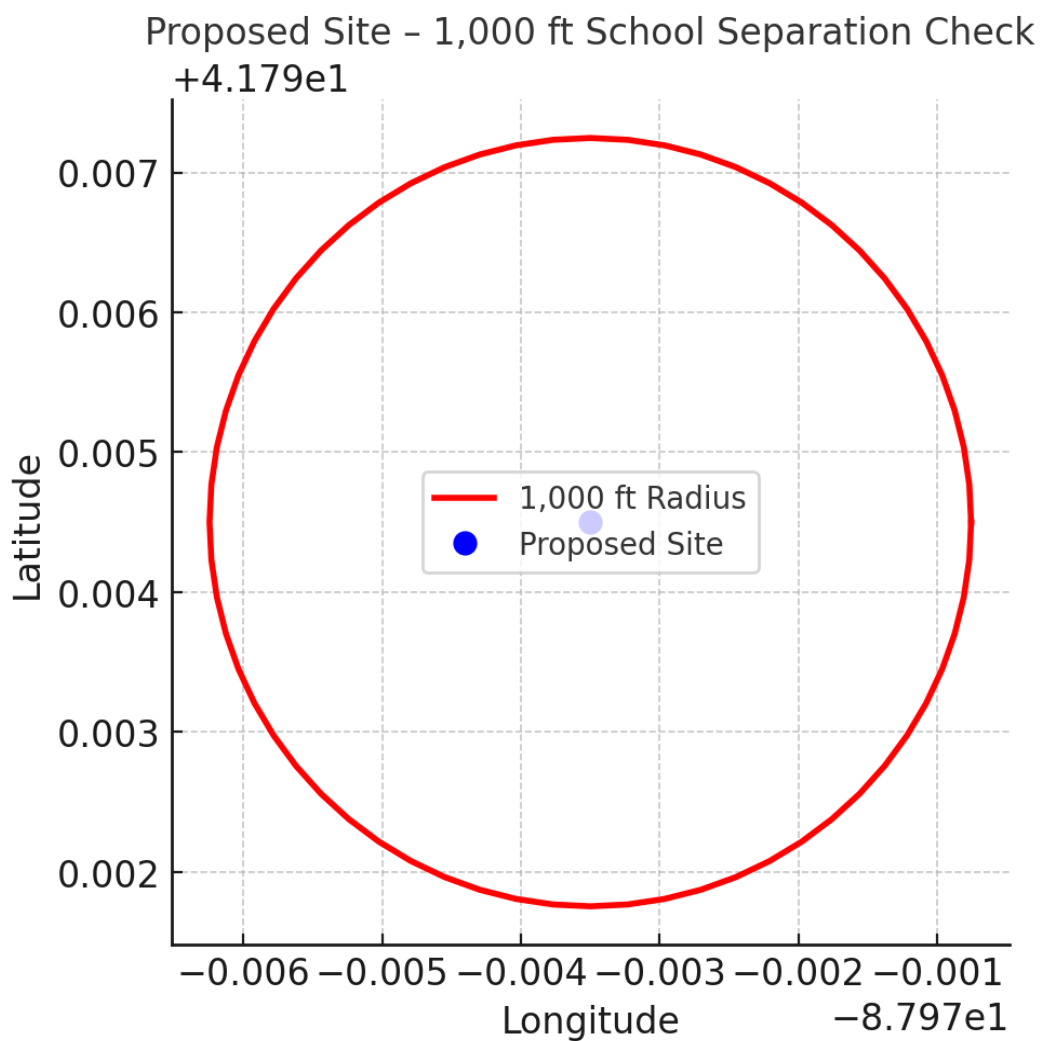
As noted, the adjacent cannabis dispensary underwent the same review and was approved under this condition, further demonstrating that the location complies with the Village's zoning requirements.

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

Sincerely,
Ahmad Joudeh
JAK LLC

Exhibit A – School Separation Verification

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



Property Use Authorization Letter

August 5, 2025

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

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

To Whom It May Concern,

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

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

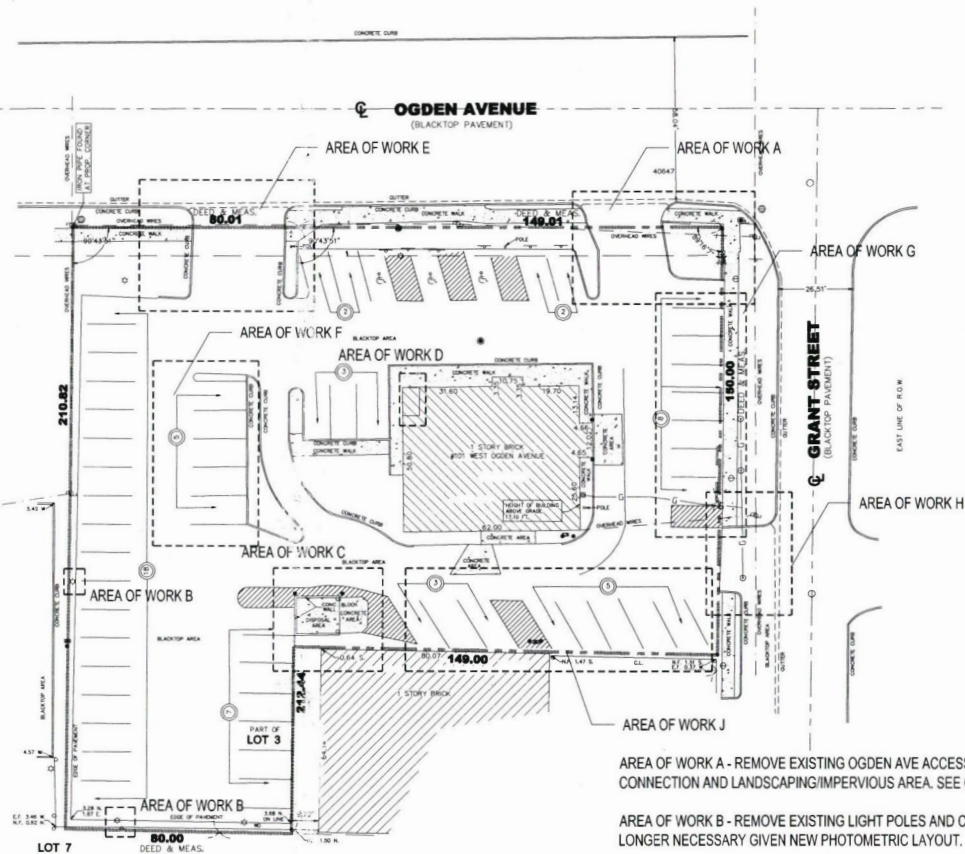
Please feel free to contact attorney Joseph A. Neveril at (630) 670-5412 should you require any further information or documentation in support of this matter.

Sincerely,

Michelle Edmonds
Manager
WL Property Acquisitions LLC – 101 Ogden

Signature: Michelle Edmonds
Michelle Edmonds (Aug 5, 2025 14:08:38 CDT)

Date: Aug 06, 2025



1 EXISTING SITEPLAN

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

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

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

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

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

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

AREA OF WORK F - PARKING AND ISLAND TO BE REMOVED

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

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

AREA OF WORK J - REMOVE PARKING THIS SIDE



2 EXISTING SITE CONDITIONS

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law of the United States and foreign countries, and are to be used only for the
construction and repair and remodeling of the structure or structures defined in the
contract between the Architect and the Owner. Any use of these plans to construct,
rebuild or repair additional structures constitutes a violation of the Architect's
copyright of these plans and is prohibited.

ISSUES AND REVISIONS:

NO.	DATE	DESCRIPTION
1	01/15/24	ISSUE NO. 1
2	01/15/24	ISSUE NO. 2
3	01/15/24	ISSUE NO. 3
4	01/15/24	ISSUE NO. 4
5	01/15/24	ISSUE NO. 5
6	01/15/24	ISSUE NO. 6
7	01/15/24	ISSUE NO. 7
8	01/15/24	ISSUE NO. 8
9	01/15/24	ISSUE NO. 9
10	01/15/24	ISSUE NO. 10

NOTE TO BUILDING
DEPARTMENT:
THESE DOCUMENTS (PLANS &
SPECIFICATIONS) ARE VALID FOR PERMITS
ONLY WHEN THE ARCHITECT'S ORIGINAL
SEAL AND SIGNATURE APPEARS AND IS
APPLIED. ANY ALTERATIONS OR
MODIFICATIONS MUST BE APPROVED AS A
REVISION SUBMITTAL FOR ONE (1) BUILDING
ONLY.

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

**BR DESIGN
ARCHITECTURE**

PROJECT ARCHITECT:
DATE:
DESIGNER:
SCALE:
APPROVED:
AS NOTED

PREPARED FOR:
STARBUDS DISPENSARY
LOCATION:
JOB NUMBER:
SHEET NUMBER:
A-0.1



Copyright, 2024, BR Design & Architecture. These plans are protected under copyright laws of the United States and foreign countries, and are to be used only for the construction and repair and remodeling of the structure or structures defined in the contract between the Architect and the Owner. Any use of these plans to construct, remodel or repair additional structures constitutes a violation of the Architect's copyright of these plans and is prohibited.

PROJECT ARCHITECT: BG DATE: 6-11-24
 DRAFTSPERSON: BG SCALE: AS NOTED
 APPROVED: _____
 PREPARED FOR: STARBURDS DISPENSARY
 UT SMOOKIES
 LOCATION: _____
 JOB NUMBER: _____

SHEET NUMBER :
A-6.0

12/31/2025

Dear Trustees of the Village Board,

On behalf of Star Buds, I am respectfully submitting this letter requesting reconsideration of the Village Board's recent denial of our special use permit request. I appreciate the time and attention given to our application and would welcome the opportunity for further dialogue and clarification on our requested use.

Star Buds came to Westmont with the understanding that the Village supports thoughtful redevelopment and responsible business growth. From the outset, our intent has been to invest significantly in a long-vacant property, improve the aesthetics of the site, and create an operation that generates sustained traffic, tax revenue, and economic activity for the Village. I believe we have delivered on that commitment through substantial capital investment, ongoing compliance, and consistent engagement with Village staff.

I recognize that concerns were raised regarding the proposed use and operational elements, including the drive-through. I would like to clarify that we remain fully open to refining or modifying the proposed business operations to better align with the Board's expectations and the Village's planning objectives. We are open to discussing the operational model, and other conditions that address questions raised during the Board discussion. Our goal has always been to develop a complementary use that supports the existing dispensary, enhances customer experience, and benefits the Village as a whole.

Additionally, as the Board is aware, the drive-through special use permit remains in effect, with a utilization deadline of May 30, 2026. As that date approaches, it is important for us to maintain this use permit and proceed with the business use applied for.

I request that the Board consider one of the following paths forward:

- Granting reconsideration of the application with the opportunity for further clarification and discussion;
- Referring the matter back to us for refinement with guidance on specific operational related concerns; or
- Allowing us to present a modified proposal that directly addresses the Board's feedback.

We would welcome the opportunity to attend an in-person meeting, answer questions, and engage in a constructive dialogue.

Thank you for your time and consideration. We remain committed to working collaboratively with the Village of Westmont to achieve a positive outcome for all parties involved.

Respectfully,

Ahmad Joudeh
708-328-0177
AJoudeh@Starbuds.us



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 8, 2026
RE: **33 North Cass Avenue: Facade Improvements (Uncle Jon's Music Building)**
Application for FY 25(B) Tier 2 Downtown Incentive Program (DIP) Funding

The property owner of the mixed-use building at 33 North Cass Avenue has approached the Village with a request for Tier 2 funds. This property, which housed Uncle Jon's Music up until a car accident in August destroyed much of the first floor facade, is currently undergoing rehabilitation through the insurance claim process. Several expenses have arisen related to facade improvements not covered by insurance, and include:

- Replacement of the brick facade in a higher quality brick than budgeted by insurance: The property owner wishes to make an additional \$20,000 investment in brick better suited to the building and downtown;
- Replacement of the old residential-style 2nd story windows: These windows are not broken and are an elective replacement at a cost of \$28,600. The property owner feels that they will be out-of-place in the new facade and are proposing commercial grade windows;
- The addition of goose-neck lighting to the front of the building: The property owner has proposed lighting compliant with the dark-sky tenets including downward-cast and 3000K color temperature lighting at a cost of \$7,394.22.

All three of these improvements qualify as an incentive to an eligible activity, and increase the minimum 20% reimbursement rate to the eligible 50% reimbursement rate.

The cost of the eligible activities are \$55,994.22, and the corresponding 50% grant award would be \$27,997.11. 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
	Facade Improvements	☒	20%		Base
	Exterior Lighting	☒	+5%	\$7,394.22	incentive
	Brick/Stone	☒	+10%	\$20,000.00	incentive
	Architectural Detail	☒	+15%	\$28,600.00	incentive
	TOTAL REQUESTED MATCH % (sum of all)		50%	\$55,994.22	\$27,997.11
				Total Project Cost	
	Total Calculated Grant				\$27,997.11
\$20K Cap Adjusted				N/A	
Incentive Bonus				N/A	
Grant Award				\$27,997.11	

To make this request, the applicant also petitions for the following waivers to the DIP minimum requirements:

- **Schedule for Completion of Project:** The DIP requires that no work start prior to grant awards. This case is unique in that the necessity of repair is already in process. Formally, the windows, bricks and lighting have not been initiated, although the project has commenced.
- **Frequency of Applications:** At the recommendation of staff, the applicant requests that the 3 year time restriction on additional funding be waived, as the accident created the need for funding, and only the reimbursement for higher quality materials has been requested. This allows for future applications if needed;
- **Percentage % Cap Match:** The award is limited to 50% of the eligible activities which total \$55,994.22, and a corresponding grant award of \$27,997.11. This does not represent the total building improvements of over \$540,000 or a potential out-of-pocket between \$60,000 and \$200,000 to complete the project. The applicant has requested that the match be increased by 10% to 60%, or a grant award of **\$33,596.53**.



33 North Cass Avenue (street view - Source: Google - prior to destruction)

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 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		4	
CORE ACTIVITIES			
Facade Improvements	5	☒	MARK ALL APPLICABLE
<i>add Exterior Lighting*</i>	0.5	☒	
<i>add Brck / Stone*</i>	1	☒	
<i>add Architectural Detailing*</i>	1.5	☒	
ADA (exterior)	3	☐	
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 (interior)	2	☐	
Code Compliance Updates	2	☐	
Parking Lot Improvements	2	☐	
<i>add Landscape Areas*</i>	1	☐	
<i>add Lighting*</i>	0.5	☐	
<i>add Screening*</i>	0.5	☐	
Stormwater BMPs	2	☐	
CORE ACTIVITIES SUBTOTAL		8	
<i>add subtotals</i>			
PROJECT SCORE TOTAL		12	

*Incentive activities must be verified to meet minimum standards.



Village of Westmont
FY25(B) Downtown Incentive Program
Application

(page 1 of 2)

TIER 2

1		APPLICANT AND PROPERTY INFORMATION			
APPLICANT AND PROPERTY INFORMATION	FULL NAME	Last: HAGEDORN		First: JOHN and KIM	
	BUSINESS CORP / LLC / DBA	CORP / LLC / DBA:			
	ADDRESS	Number, Street and Unit: [REDACTED]			
		City: [REDACTED]	State: IL	Zip Code: [REDACTED]	
	PHONE	Main:	Ext:	Cell: [REDACTED]	
	EMAIL	[REDACTED]			
	PROPERTY OWNER INFORMATION (when not Applicant)				
	FULL NAME	Last:		First:	
	BUSINESS CORP / LLC / DBA	CORP / LLC / DBA:			
	ADDRESS	Number, Street and Unit:			
City:		State:	Zip Code:		
PHONE	Main:	Ext:	Cell:		
EMAIL					
PROPERTY INFORMATION					
PROPERTY ADDRESS	33 NORTH CASS AVENUE				
PIN(s)	09-10-112-005				
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)		50%	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)			BOX2 total match with incentives (max 30%)
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)			BOX4 total match with incentives (max 50%)
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)			BOX8 total match with incentives (max 50%)
Stormwater BMPs	☐	50%	base percentage match
*Incentive activities must be verified to meet minimum standards.			

3	SUBMITTAL REQUIREMENTS	Required submittals with the application:	
		☒	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
		☒	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
		☐	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	\$55,994.22	X	50%	\$27,997.11
		Signage		X	BOX2	
		ADA (exterior)		X	0.25	
		Fire Life Safety		X	BOX4	
		Water Line		X	0.75	
		ADA (interior)		X	0.2	
		Code Compliance Update		X	0.1	
		Parking Lot		X	BOX8	
		Stormwater		X	0.5	
= Total MATCH Requested* (subject to maximum grant limits)						\$27,997.11

5	SIGNATURES	PRINTED NAME OF APPLICANT	X	John Hagedorn	X		
		SIGNATURE OF APPLICANT	X	[Signature]	X		
		DATE	X	12/29/2025			
		PRINTED NAME OF PROPERTY OWNER (when not Applicant)					
		SIGNATURE OF PROPERTY OWNER					
		DATE					

December 29th, 2025

Village of Westmont:

We are writing this letter in request for funds from the Downtown Incentive Program.

These funds will be used for new front windows, upgraded masonry and Outdoor Dark Sky Lighting .

We have included a detailed list of costs incurred . Including Insurance payments , outstanding claims from the contractor to Insurance Company and out of pocket expenses.

The total cost is \$544,420.26

The building has not been occupied since August 22nd , 2025 (the date of the accident) and the repairs are expected to be completed sometime in March of 2026- (per the contractor.)

The insurance is not willing to cover the costs on 2nd Floor Front Windows, the masonry, and outdoor lighting.

If possible we are asking at this time for an additional 10% of the initial 50% to help offset costs in this project .

We are requesting to waive the grant requirement of restricting funding on projects that have already commenced. The start of the project was not in our control.

We also request the option to ask for additional funds in the future because this was an accident . The insurance may not cover all of the outstanding repair requests by the contractor.

Thank you for considering our requests.

Respectfully yours:

John and Kim Hagedorn

EMC Insurance CHECKS RECEIVED

9/19/25 EMC Insurance CHECKS RECEIVED	\$	62,298.00
##### EMC Insurance CHECKS RECEIVED	\$	115,732.40
12/1/25 EMC Insurance CHECKS RECEIVED	\$	6,000.00
11/7/25 EMC Insurance CHECKS RECEIVED	\$	90,944.18
##### EMC Insurance CHECKS RECEIVED	\$	61,445.68
	\$	336,420.26

Outstanding EMC	\$150,000.00
Out of Pocket	\$58,000.00
Total	\$544,420.26

Per Contractor about \$150,000.00 still outstanding

Plus out of pocket \$58,000.00 -

**Plumbing,HVAC,move heat vents from center of floor to walls,
relocating inventory,painting,vanities,bathroom fixtures
tile,framing,drywall, flooring**

Requesting assistance for:

Windows \$28,600.00

Masonry \$20,000.00

Lighting \$7,394.22

Dark Sky

Richard Baker Masonry
PO Box 312, Sycamore, IL 60178
630-962-1440



11/04/2025

Ref: Increased cost for masonry upgrades to the building located in Westmont, IL at 33 N Cass

To: Eduard Fretueg - Servpro of LaGrange Park

The proposed masonry upgrades will increase the cost of repairs by \$20,000.

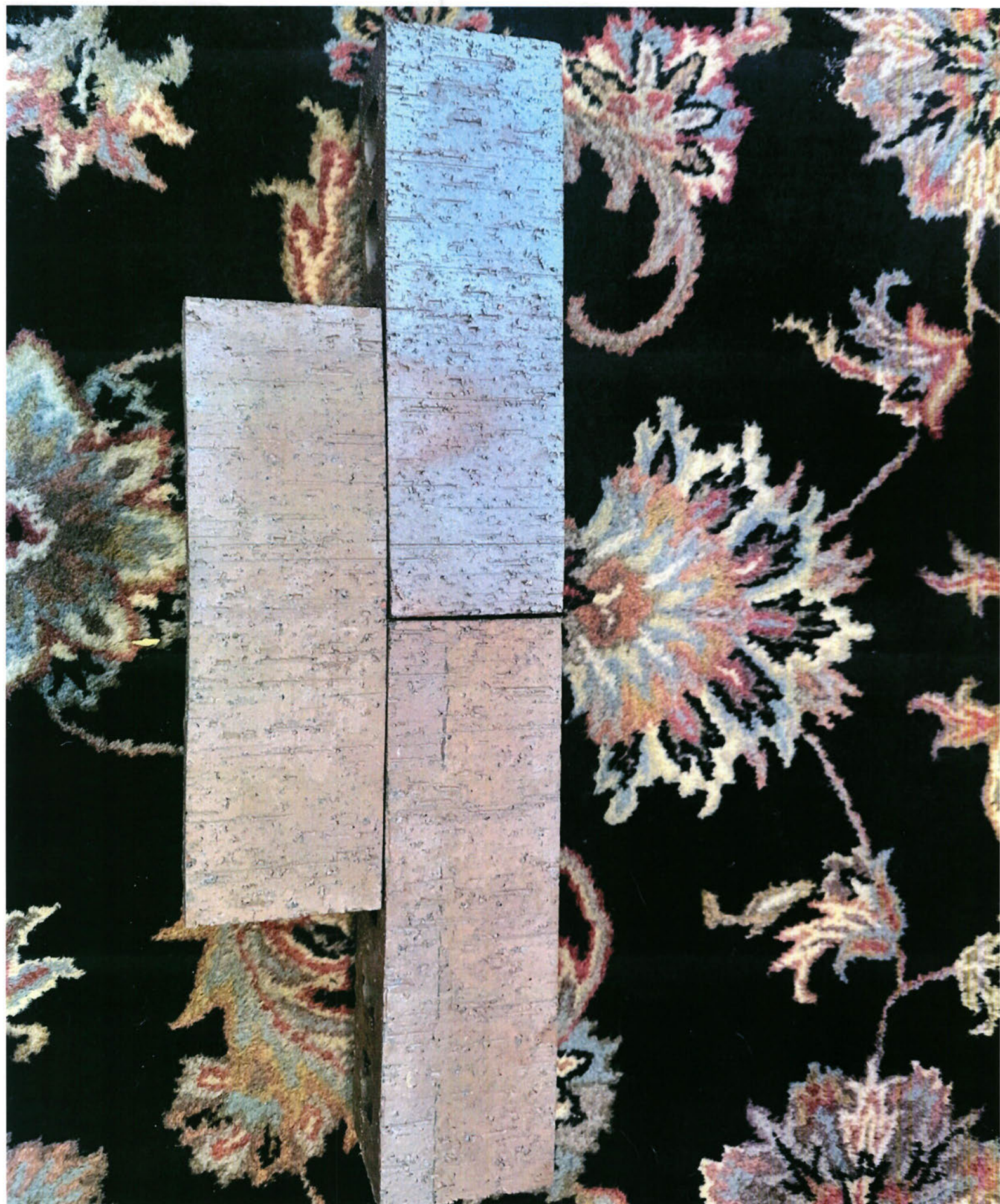
Cost must be approved before work begins.

Please contact me with any questions.

Sincerely,

Richard Baker - Owner







0 W. NORTH FRONTAGE RD., BOLINGBROOK, IL. 60440 (630) 633-2800 - FAX: (630) 633-28

PROPOSAL

11/4/2025

PROPOSAL TO:

SERVPRO
2737 S 12TH AVENUE
BROADVIEW, IL 60155

PHONE: 630-201-6851

FAX:

CONTACT: ED FRETUEG

EMAIL ADDRESS: ED@SERVPRO9781.COM

SITE OF PROPOSED WORK:

33 N CASS
SECOND FLOOR
WINDOWS

REVISED 11/07/25

2" X 4 1/2" CLEAR ANODIZED ALUMINUM

1 (ONE) 180" X 62" WINDOW OPENING WITH 1"OA LOW E TEMPERED GLAZING
WITH 2 (TWO) CASEMENT STYLE VENTS

INSTALLED: \$28,600.00

All materials are guaranteed to be as specified and the above work to be performed and completed in a substantial workmanlike manner for the sum of: **\$28,600.00**

NOTE: WAIVERS WILL NOT BE FURNISHED UPFRONT.

Any alterations or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance pertaining to above work. Workmens' Compensation and Public Liability Insurance on the above work to be taken out by BOLINGBROOK GLASS & MIRROR

**RESPECTFULLY SUBMITTED
BOLINGBROOK GLASS & MIRROR**

JOHN LACHOWIEZ

**DATE OF ACCEPTANCE _____
SIGNATURE OF ACCEPTANCE _____**



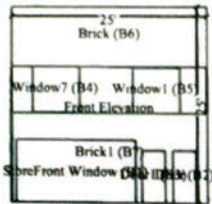
ServPro

Servpro of La Grange Pk/ North Riverside
2737 S 12th Ave, Broadview IL, 60155
(708)240-4873

UNCLEJOHN-LIGHTS

Source - DocuSketch

Elevations



Front Elevation

Height: 4"

33.33 SF Walls
658.33 SF Walls & Ceiling
8.76 SY Flooring
100.00 LF Ceil. Perimeter

625.00 SF Ceiling
78.87 SF Floor
100.00 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
16. Exterior light fixture	4.00 EA	0.00	892.37	334.13	780.72	4,684.33
18. 110 volt commercial wiring/conduit, box, outlet, switch	4.00 EA	0.00	345.09	18.25	279.74	1,678.35
22. Switch	1.00 EA	0.00	23.75	0.30	4.82	28.87
23. Rigid conduit, 1"	40.00 LF	0.00	20.16	29.15	167.12	1,002.67
Totals: Front Elevation				381.83	1,232.40	7,394.22
Total: Elevations				381.83	1,232.40	7,394.22
Total: Source - DocuSketch				381.83	1,232.40	7,394.22
Line Item Totals: UNCLEJOHN-LIGHTS				381.83	1,232.40	7,394.22

Grand Total Areas:

2,118.67 SF Walls	4,724.50 SF Ceiling	6,843.18 SF Walls and Ceiling
3,899.72 SF Floor	433.30 SY Flooring	765.52 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	838.39 LF Ceil. Perimeter
3,899.72 Floor Area	4,795.88 Total Area	2,118.67 Interior Wall Area
2,183.46 Exterior Wall Area	703.59 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

List By Category	Gooseneck Lighting	Indoor Lighting	Globe Pages	Pendant & Ceiling	Bullet Lighting	Cast Lanterns	Patio, Deck, and Garden	Wall Bracket	Industrial Farmhouse	Post Lighting	LED
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[Home](#) >> [LED Gooseneck New Shades and Arms](#) >> LED Step Shade on Small Loop Gooseneck

LED Step Shade on Small Loop Gooseneck



[Article: Comprehensive Guide to LED Lighting](#)



Click on Picture to Enlarge

Illustrated Fixture 37/16-874 LED 12

Fixture Color : Hunter_Green
LED Color Temperature : 3000K

Category:
[#Gooseneck-Lighting](#)
[#LED](#)

Model #:37/16-874 LED 22

22 Watt LED 16" Step shade on Short Loop Gooseneck Wall Bracket

\$897.45

5% discount for 5-9
10% discount for 10 or more on this item



Free Shipping on this item within the 48 Continental United States

Base Price	22 Watt LED, 16" Shade :	(\$815.9C	C
Swivel :	Swivel	(+\$ 17.30)	C
Dawn to Dusk Sensor with Junction Box:	No Sensor		C
Shade Cover: (when pointing the fixture up)	No Cover		C
LED Color Temperature:	3000K		C
Heavy Duty Wall Canopy:	Heavy Duty Die Cast Canopy	(+ \$€	C
Fixture Color :	Matte Black		C



If you have any special requests please write them in the box below

Quantity: 1 [C](#)



VILLAGE BOARD AWARD OF BID PROPOSAL

ACTION REQUESTED:

Approve the award of the bid proposal for the Park, Chicago and Willard Watermain Improvements, to Miller Pipeline for an amount not to exceed \$2,960,385.00

DEPARTMENT: Department of Public Works

SUBMITTED BY: Amy N. Ries

BACKGROUND:

The Department of Public Works initiated a bid for the 2026 Watermain Improvements Project to upgrade aging infrastructure. The proposed construction involves the installation of approximately 6,630 linear feet of new water main, consisting of 100 linear feet of 6-inch, 6,400 linear feet of 8-inch, and 130 linear feet of 12-inch main. This work will be completed using a combination of open cut and horizontal directional drilling methods. The project scope is comprehensive, including new valves, hydrants, and public side water services, as well as the crucial replacement of all found lead or galvanized water services in their entirety. All work will strictly comply with all applicable Village, County, and State requirements.

The improvements will be concentrated on N. Park St. (from Naperville Rd to Ogden Ave), E. Chicago Ave (from Grant St to Roslyn Rd), and Willard St. (from Washington St to Park St). All construction and restoration, including the return of pavement and parkways to pre-construction quality,

DISCUSSION:

Advertisement Date: 11/25/2025

Notices Sent: 59

Opening Date: 12/16/2025

Planholders: 20

Proposals Received: 16

Bids were received from the following vendors:

Vendor Name	Proposed Cost
Miller Pipeline	\$2,960,385.00
A Lamp Concrete Contractors Inc.	\$2,998,990.50
Bluewater Construction LLC	\$3,025,000.00
Trine Construction Corp.	\$3,117,500.00
Cerniglia Company	\$3,164,560.50
H. Linden & Sons Sewer and Water Inc.	\$3,343,757.00
Mauro Sewer Construction Inc.	\$3,378,810.00

Acqua Contractors Corporation	\$3,450,000.00
Performance Construction & Engineering LLC	\$3,587,888.00
Millennium Contracting Company	\$3,588,256.00
Unique Plumbing Company	\$3,742,427.77
Gerardi Sewer & Water Company	\$3,746,722.00
Everlast Blacktop	\$3,766,610.57
D'Land Construction LLC	\$3,824,081.50
Martam Construction Inc.	\$3,913,096.00
PirTano Construction Company Inc.	\$3,979,787.00

The Village has worked with this contractor in the past and the work was satisfactory. Staff believes the low bid submitted is reasonable for performing the work as specified. If approved, the work under this contract is expected to begin in Spring 2026 with a completion date of August 31, 2026.

January 8, 2026

Mayor and Board of Trustees
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Subject: Village of Westmont-Park, Chicago, and Willard Water Main Improvements – Bid Results

Dear Mayor and Board of Trustees:

The following bids were received for the subject project on December 16, 2025, at 10:00 A.M.:

<u>Bidders</u>	<u>Amount of Bid</u>
Miller Pipeline, LLC Mt. Prospect, IL	\$2,960,385.00
A Lamp Concrete Contractors, Inc. Schaumburg, IL	\$2,998,990.50
Bluewater Construction LLC Wauconda, IL	\$3,025,015.00 ¹
Trine Construction Corp. St. Charles, IL	\$3,117,500.00
Cerniglia Co. Melrose Park, IL	\$3,164,560.50
H. Linden & Sons Sewer and Water, Inc. Plano, IL	\$3,343,757.00
Mauro Sewer Construction, Inc. Des Plaines, IL	\$3,378,810.00
Acqua Contractors Corporation Elmhurst, IL	\$3,450,000.00
Millennium Contracting Co. Chicago, IL	\$3,588,256.00
Performance Construction & Engineering, LLC Plano, IL	\$3,587,888.00

Bidders**Amount of Bid**

Unique Plumbing Co., Inc. Brookfield, IL	\$3,742,427.77
Gerardi Sewer & Water Co. Addison, IL	\$3,746,722.00
Everlast Blacktop, Inc. St. Charles, IL	\$3,766,610.57
D'Land Construction LLC Algonquin, IL	\$3,824,081.50
Martam Construction, Inc. Elgin, IL	\$3,913,096.00
PirTano Construction Company, LLC Addison, IL	\$3,979,787.00

¹ Corrected Amount

Our pre-bid opinion of probable cost for this project was \$3,300,000.00.

We have analyzed each of the bids and find Miller Pipeline, LLC to be the lowest responsive bidder. Based on our prior experience with his bidder, we believe that Miller Pipeline, LLC is qualified to complete the project. We recommend award of the contract to Miller Pipeline, LLC in the amount of \$2,960,385.00. A copy of our Bid Tabulation is enclosed for your records.

Please advise me of your decision.

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



William J. Worsham, PE
Project Manager

P:\WMNTV\2500343-Park Chicago and Willard Water M\00-Design\12-Bidding\Park, Chicago, and Willard Letter of Recommendation_2025.12.31.docx

Village of Westmont, Illinois
Park, Chicago, and Willard Water Main Improvements

Bid Date/Time: December 16, 2025 at 10:00 AM
Engineer's Job No. 2500343.00

				Engineer's Estimate		Miller Pipeline, LLC Mt. Prospect, IL		A. Lamp Concrete Contractors, Inc. Schaumburg, IL		Bluewater Construction, LLC Wauconda, IL		Trine Construction Corp. St. Charles, IL		Cerniglia Co. Melrose Park, IL		H. Linden & Sons Sewer and Water, Inc. Plano, IL		Mauro Sewer Construction, Inc. Des Plaines, IL	
No.	Item	QTY	Unit	Unit Price	Total Price	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PRECONSTRUCTION VIDEO RECORDING	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,100.00	\$ 2,100.00	\$ 3,235.00	\$ 3,235.00	\$ 66,041.00	\$ 66,041.00	\$ 3,095.00	\$ 3,095.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
2	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 645,750.00	\$ 645,750.00	\$ 150,000.00	\$ 150,000.00	\$ 50,612.20	\$ 50,612.20	\$ 75,545.00	\$ 75,545.00	\$ 280,000.00	\$ 280,000.00	\$ 84,000.00	\$ 84,000.00
3	GRANULAR TRENCH BACKFILL	5,000	CUYD	\$ 50.00	\$ 250,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 0.01	\$ 50.00	\$ 92.52	\$ 462,600.00	\$ 40.00	\$ 200,000.00	\$ 45.00	\$ 225,000.00	\$ 32.00	\$ 160,000.00
4	WATER MAIN (OPEN CUT), 6-INCH, RJT	101	FOOT	\$ 150.00	\$ 15,150.00	\$ 105.00	\$ 10,605.00	\$ 128.00	\$ 12,928.00	\$ 50.00	\$ 5,050.00	\$ 70.23	\$ 7,093.23	\$ 106.35	\$ 10,741.35	\$ 125.00	\$ 12,625.00	\$ 110.00	\$ 11,110.00
5	WATER MAIN (OPEN CUT), 8-INCH	4,810	FOOT	\$ 135.00	\$ 649,350.00	\$ 130.00	\$ 625,300.00	\$ 122.00	\$ 586,820.00	\$ 175.00	\$ 841,750.00	\$ 86.17	\$ 414,477.70	\$ 132.00	\$ 634,920.00	\$ 140.00	\$ 673,400.00	\$ 106.00	\$ 509,860.00
6	WATER MAIN (OPEN CUT), 8-INCH, RJT	972	FOOT	\$ 140.00	\$ 136,080.00	\$ 140.00	\$ 136,080.00	\$ 134.00	\$ 130,248.00	\$ 180.00	\$ 174,960.00	\$ 80.50	\$ 78,246.00	\$ 143.25	\$ 139,239.00	\$ 155.00	\$ 150,660.00	\$ 120.00	\$ 116,640.00
7	WATER MAIN (OPEN CUT), 12-INCH, RJT	127	FOOT	\$ 200.00	\$ 25,400.00	\$ 235.00	\$ 29,845.00	\$ 241.00	\$ 30,607.00	\$ 280.00	\$ 35,560.00	\$ 235.67	\$ 29,930.09	\$ 186.00	\$ 23,622.00	\$ 200.00	\$ 25,400.00	\$ 225.00	\$ 28,575.00
8	WATER MAIN (DIRECTIONALLY DRILLED), 8-INCH	625	FOOT	\$ 175.00	\$ 109,375.00	\$ 170.00	\$ 106,250.00	\$ 162.00	\$ 101,250.00	\$ 250.00	\$ 156,250.00	\$ 155.19	\$ 96,993.75	\$ 190.20	\$ 118,875.00	\$ 195.00	\$ 121,875.00	\$ 200.00	\$ 125,000.00
9	CASING PIPE (TUNNELING UNDER SEWER), 16-INCH	25	FOOT	\$ 850.00	\$ 21,250.00	\$ 135.00	\$ 3,375.00	\$ 284.00	\$ 7,100.00	\$ 72.00	\$ 1,800.00	\$ 182.37	\$ 4,559.25	\$ 181.40	\$ 4,535.00	\$ 129.00	\$ 3,225.00	\$ 500.00	\$ 12,500.00
10	CASING PIPE (TUNNELING UNDER SEWER), 20-INCH	22	FOOT	\$ 1,000.00	\$ 22,000.00	\$ 175.00	\$ 3,850.00	\$ 354.00	\$ 7,788.00	\$ 93.00	\$ 2,046.00	\$ 205.79	\$ 4,527.38	\$ 206.90	\$ 4,551.80	\$ 148.00	\$ 3,256.00	\$ 600.00	\$ 13,200.00
11	ADDITIONAL FITTINGS	7,000	POUND	\$ 5.00	\$ 35,000.00	\$ 2.50	\$ 17,500.00	\$ 1.00	\$ 7,000.00	\$ 0.01	\$ 70.00	\$ 0.01	\$ 70.00	\$ 0.01	\$ 70.00	\$ 1.00	\$ 7,000.00	\$ 10.00	\$ 70,000.00
	WATER SERVICE REPLACEMENT AND RECONNECTION – FROM WATER MAIN TO CURB STOP INCLUDING CURB STOP, 1.5-INCH, SHORT SIDE	65	EACH	\$ 3,500.00	\$ 227,500.00	\$ 4,850.00	\$ 315,250.00	\$ 4,475.00	\$ 290,875.00	\$ 4,500.00	\$ 292,500.00	\$ 3,596.67	\$ 233,783.55	\$ 4,585.00	\$ 298,025.00	\$ 4,000.00	\$ 260,000.00	\$ 5,000.00	\$ 325,000.00
12	WATER SERVICE REPLACEMENT AND RECONNECTION – FROM WATER MAIN TO CURB STOP INCLUDING CURB STOP, 1.5-INCH, LONG SIDE	69	EACH	\$ 4,000.00	\$ 276,000.00	\$ 5,850.00	\$ 403,650.00	\$ 5,550.00	\$ 382,950.00	\$ 6,000.00	\$ 414,000.00	\$ 5,011.16	\$ 345,770.04	\$ 5,551.50	\$ 383,053.50	\$ 5,000.00	\$ 345,000.00	\$ 6,000.00	\$ 414,000.00
13	LEAD OR GRR WATER SERVICE REPLACEMENT – FROM CURB STOP TO WATER METER	4	EACH	\$ 6,000.00	\$ 24,000.00	\$ 7,500.00	\$ 30,000.00	\$ 9,275.00	\$ 37,100.00	\$ 7,500.00	\$ 30,000.00	\$ 7,971.33	\$ 31,885.32	\$ 9,000.00	\$ 36,000.00	\$ 10,000.00	\$ 40,000.00	\$ 10,000.00	\$ 40,000.00
14	WATER SERVICE CASING PIPE, 3-INCH	960	FOOT	\$ 60.00	\$ 57,600.00	\$ 5.00	\$ 4,800.00	\$ 25.00	\$ 24,000.00	\$ 3.00	\$ 2,880.00	\$ 32.64	\$ 31,334.40	\$ 12.75	\$ 12,240.00	\$ 10.00	\$ 9,600.00	\$ 50.00	\$ 48,000.00
15	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 6-INCH	1	EACH	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,100.00	\$ 4,100.00	\$ 4,500.00	\$ 4,500.00	\$ 5,120.00	\$ 5,120.00	\$ 3,556.50	\$ 3,556.50	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
16	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8-INCH	8	EACH	\$ 7,000.00	\$ 56,000.00	\$ 8,500.00	\$ 68,000.00	\$ 4,200.00	\$ 33,600.00	\$ 5,500.00	\$ 44,000.00	\$ 5,120.00	\$ 40,960.00	\$ 3,556.50	\$ 28,452.00	\$ 4,000.00	\$ 32,000.00	\$ 6,500.00	\$ 52,000.00
17	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12-INCH	2	EACH	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00	\$ 4,600.00	\$ 9,200.00	\$ 6,500.00	\$ 13,000.00	\$ 6,826.67	\$ 13,653.34	\$ 5,056.50	\$ 10,113.00	\$ 7,000.00	\$ 14,000.00	\$ 10,000.00	\$ 20,000.00
18	GATE VALVE, 8-INCH	10	EACH	\$ 3,500.00	\$ 35,000.00	\$ 3,500.00	\$ 35,000.00	\$ 2,575.00	\$ 25,750.00	\$ 3,500.00	\$ 35,000.00	\$ 5,024.18	\$ 50,241.80	\$ 3,520.65	\$ 35,206.50	\$ 4,000.00	\$ 40,000.00	\$ 4,000.00	\$ 40,000.00
19	GATE VALVE, 12-INCH	2	EACH	\$ 4,000.00	\$ 8,000.00	\$ 7,000.00	\$ 14,000.00	\$ 4,900.00	\$ 9,800.00	\$ 5,500.00	\$ 11,000.00	\$ 7,357.26	\$ 14,714.52	\$ 5,985.00	\$ 11,970.00	\$ 8,000.00	\$ 16,000.00	\$ 8,500.00	\$ 17,000.00
20	VALVE BOX	11	EACH	\$ 500.00	\$ 5,500.00	\$ 1,000.00	\$ 11,000.00	\$ 835.00	\$ 9,185.00	\$ 1,000.00	\$ 11,000.00	\$ 517.97	\$ 5,697.67	\$ 858.00	\$ 9,438.00	\$ 500.00	\$ 5,500.00	\$ 1,500.00	\$ 16,500.00
21	VALVE VAULT, 4-FOOT	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,875.00	\$ 4,875.00	\$ 2,500.00	\$ 2,500.00	\$ 5,228.80	\$ 5,228.80	\$ 4,063.25	\$ 4,063.25	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
22	FIRE HYDRANT	16	EACH	\$ 9,000.00	\$ 144,000.00	\$ 9,400.00	\$ 150,400.00	\$ 9,650.00	\$ 154,400.00	\$ 10,500.00	\$ 168,000.00	\$ 9,879.04	\$ 158,064.64	\$ 8,444.70	\$ 135,115.20	\$ 8,000.00	\$ 128,000.00	\$ 10,000.00	\$ 160,000.00
23	FIRE HYDRANT BARREL EXTENSION	5	VFT	\$ 1,000.00	\$ 5,000.00	\$ 1,750.00	\$ 8,750.00	\$ 2,200.00	\$ 11,000.00	\$ 1,150.00	\$ 5,750.00	\$ 1,945.60	\$ 9,728.00	\$ 1,928.00	\$ 9,640.00	\$ 1,200.00	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00
24	LINE STOP, 6-INCH	1	EACH	\$ 7,600.00	\$ 7,600.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 100.00	\$ 100.00	\$ 1.00	\$ 1.00	\$ 8,940.00	\$ 8,940.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00
25	LINE STOP, 8-INCH	1	EACH	\$ 9,100.00	\$ 9,100.00	\$ 8,500.00	\$ 8,500.00	\$ 6,250.00	\$ 6,250.00	\$ 100.00	\$ 100.00	\$ 1.00	\$ 1.00	\$ 9,465.00	\$ 9,465.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
26	LINE STOP, 12-INCH	1	EACH	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 100.00	\$ 100.00	\$ 1.00	\$ 1.00	\$ 12,407.00	\$ 12,407.00	\$ 7,000.00	\$ 7,000.00	\$ 16,000.00	\$ 16,000.00
27	ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,753.85	\$ 15,753.85	\$ 15,072.50	\$ 15,072.50	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
28	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 8-INCH	55	FOOT	\$ 200.00	\$ 11,000.00	\$ 95.00	\$ 5,225.00	\$ 129.00	\$ 7,095.00	\$ 80.00	\$ 4,400.00	\$ 79.25	\$ 4,358.75	\$ 81.70	\$ 4,493.50	\$ 120.00	\$ 6,600.00	\$ 125.00	\$ 6,875.00
29	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 10-INCH	22	FOOT	\$ 210.00	\$ 4,620.00	\$ 130.00	\$ 2,860.00	\$ 137.00	\$ 3,014.00	\$ 85.00	\$ 1,870.00	\$ 90.49	\$ 1,990.78	\$ 92.50	\$ 2,035.00	\$ 128.00	\$ 2,816.00	\$ 175.00	\$ 3,850.00
30	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 12-INCH	200	FOOT	\$ 225.00	\$ 45,000.00	\$ 150.00	\$ 30,000.00	\$ 138.00	\$ 27,600.00	\$ 90.00	\$ 18,000.00	\$ 95.98	\$ 19,196.00	\$ 110.40	\$ 22,080.00	\$ 150.00	\$ 30,000.00	\$ 210.00	\$ 42,000.00
31	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 15-INCH	33	FOOT	\$ 250.00	\$ 8,250.00	\$ 230.00	\$ 7,590.00	\$ 147.00	\$ 4,851.00	\$ 95.00	\$ 3,135.00	\$ 117.82	\$ 3,888.06	\$ 119.80	\$ 3,953.40				

				Acqua Contractors Corporation Elmhurst, IL		Millennium Contracting Co. Chicago, IL		Performance Construction & Engineering, LLC Plano, IL		Unique Plumbing Co., Inc. Brookfield, IL		Gerardi Sewer & Water Co. Addison, IL		Everlast Blacktop, Inc. St. Charles, IL		D'Land Construction LLC Algonquin, IL		Martam Construction, Inc. Elgin, IL		PirTano Construction Company, LLC Addison, IL	
No.	Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	PRECONSTRUCTION VIDEO RECORDING	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 14,414.00	\$ 14,414.00	\$ 5,000.00	\$ 5,000.00	\$ 8,625.00	\$ 8,625.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00
2	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 221,600.00	\$ 221,600.00	\$ 115,036.00	\$ 115,036.00	\$ 360,864.00	\$ 360,864.00	\$ 190,396.35	\$ 190,396.35	\$ 325,000.00	\$ 325,000.00	\$ 224,822.57	\$ 224,822.57	\$ 240,000.00	\$ 240,000.00	\$ 150,000.00	\$ 150,000.00	\$ 245,000.00	\$ 245,000.00
3	GRANULAR TRENCH BACKFILL	5,000	CUYD	\$ 25.00	\$ 125,000.00	\$ 1.00	\$ 5,000.00	\$ 15.00	\$ 75,000.00	\$ 40.00	\$ 200,000.00	\$ 20.00	\$ 100,000.00	\$ 69.50	\$ 347,500.00	\$ 48.00	\$ 240,000.00	\$ 68.00	\$ 340,000.00	\$ 27.00	\$ 135,000.00
4	WATER MAIN (OPEN CUT), 6-INCH, RJT	101	FOOT	\$ 178.00	\$ 17,978.00	\$ 160.00	\$ 16,160.00	\$ 120.00	\$ 12,120.00	\$ 101.64	\$ 10,265.64	\$ 180.00	\$ 18,180.00	\$ 138.00	\$ 13,938.00	\$ 165.00	\$ 16,665.00	\$ 188.00	\$ 18,988.00	\$ 208.00	\$ 21,008.00
5	WATER MAIN (OPEN CUT), 8-INCH	4,810	FOOT	\$ 135.00	\$ 649,350.00	\$ 171.00	\$ 822,510.00	\$ 180.00	\$ 865,800.00	\$ 109.82	\$ 528,234.20	\$ 200.00	\$ 962,000.00	\$ 94.00	\$ 452,140.00	\$ 157.00	\$ 755,170.00	\$ 141.00	\$ 678,210.00	\$ 241.00	\$ 1,159,210.00
6	WATER MAIN (OPEN CUT), 8-INCH, RJT	972	FOOT	\$ 145.00	\$ 140,940.00	\$ 171.00	\$ 166,212.00	\$ 185.00	\$ 179,820.00	\$ 125.03	\$ 121,529.16	\$ 220.00	\$ 213,840.00	\$ 105.00	\$ 102,060.00	\$ 165.00	\$ 160,380.00	\$ 172.00	\$ 167,184.00	\$ 250.00	\$ 243,000.00
7	WATER MAIN (OPEN CUT), 12-INCH, RJT	127	FOOT	\$ 300.00	\$ 38,100.00	\$ 185.00	\$ 23,495.00	\$ 230.00	\$ 29,210.00	\$ 160.91	\$ 20,435.57	\$ 275.00	\$ 34,925.00	\$ 137.00	\$ 17,399.00	\$ 241.00	\$ 30,607.00	\$ 244.00	\$ 30,988.00	\$ 325.00	\$ 41,275.00
8	WATER MAIN (DIRECTIONALLY DRILLED), 8-INCH	625	FOOT	\$ 215.00	\$ 134,375.00	\$ 162.00	\$ 101,250.00	\$ 180.00	\$ 112,500.00	\$ 178.28	\$ 111,425.00	\$ 300.00	\$ 187,500.00	\$ 177.00	\$ 110,625.00	\$ 162.00	\$ 101,250.00	\$ 223.00	\$ 139,375.00	\$ 240.00	\$ 150,000.00
9	CASING PIPE (TUNNELING UNDER SEWER), 16-INCH	25	FOOT	\$ 175.00	\$ 4,375.00	\$ 250.00	\$ 6,250.00	\$ 170.00	\$ 4,250.00	\$ 270.88	\$ 6,772.00	\$ 150.00	\$ 3,750.00	\$ 720.00	\$ 18,000.00	\$ 226.00	\$ 5,650.00	\$ 1,120.00	\$ 28,000.00	\$ 110.00	\$ 2,750.00
10	CASING PIPE (TUNNELING UNDER SEWER), 20-INCH	22	FOOT	\$ 200.00	\$ 4,400.00	\$ 500.00	\$ 11,000.00	\$ 190.00	\$ 4,180.00	\$ 353.27	\$ 7,771.94	\$ 175.00	\$ 3,850.00	\$ 920.00	\$ 20,240.00	\$ 292.00	\$ 6,424.00	\$ 1,480.00	\$ 32,560.00	\$ 169.00	\$ 3,718.00
11	ADDITIONAL FITTINGS	7,000	POUND	\$ 0.01	\$ 70.00	\$ 8.00	\$ 56,000.00	\$ 0.10	\$ 700.00	\$ 8.28	\$ 57,960.00	\$ 1.00	\$ 7,000.00	\$ 16.00	\$ 112,000.00	\$ 8.40	\$ 58,800.00	\$ 7.50	\$ 52,500.00	\$ 0.01	\$ 70.00
12	WATER SERVICE REPLACEMENT AND RECONNECTION – FROM WATER MAIN TO CURB STOP INCLUDING CURB STOP, 1.5-INCH, SHORT SIDE	65	EACH	\$ 4,500.00	\$ 292,500.00	\$ 4,230.00	\$ 274,950.00	\$ 3,400.00	\$ 221,000.00	\$ 6,615.70	\$ 430,020.50	\$ 4,600.00	\$ 299,000.00	\$ 4,900.00	\$ 318,500.00	\$ 4,610.00	\$ 299,650.00	\$ 4,170.00	\$ 271,050.00	\$ 3,840.00	\$ 249,600.00
13	WATER SERVICE REPLACEMENT AND RECONNECTION – FROM WATER MAIN TO CURB STOP INCLUDING CURB STOP, 1.5-INCH, LONG SIDE	69	EACH	\$ 6,000.00	\$ 414,000.00	\$ 7,250.00	\$ 500,250.00	\$ 6,900.00	\$ 476,100.00	\$ 7,925.70	\$ 546,873.30	\$ 5,000.00	\$ 345,000.00	\$ 5,900.00	\$ 407,100.00	\$ 6,531.00	\$ 450,639.00	\$ 5,050.00	\$ 348,450.00	\$ 6,380.00	\$ 440,220.00
14	LEAD OR GRR WATER SERVICE REPLACEMENT – FROM CURB STOP TO WATER METER	4	EACH	\$ 12,000.00	\$ 48,000.00	\$ 9,500.00	\$ 38,000.00	\$ 10,200.00	\$ 40,800.00	\$ 12,814.80	\$ 51,259.20	\$ 9,000.00	\$ 36,000.00	\$ 8,900.00	\$ 35,600.00	\$ 5,555.00	\$ 22,220.00	\$ 8,460.00	\$ 33,840.00	\$ 12,000.00	\$ 48,000.00
15	WATER SERVICE CASING PIPE, 3-INCH	960	FOOT	\$ 2.00	\$ 1,920.00	\$ 10.00	\$ 9,600.00	\$ 2.00	\$ 1,920.00	\$ 46.10	\$ 44,256.00	\$ 20.00	\$ 19,200.00	\$ 45.00	\$ 43,200.00	\$ 28.00	\$ 26,880.00	\$ 41.00	\$ 39,360.00	\$ 8.00	\$ 7,680.00
16	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 6- INCH	1	EACH	\$ 12,000.00	\$ 12,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 7,815.45	\$ 7,815.45	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	\$ 8,200.00	\$ 8,200.00	\$ 3,670.00	\$ 3,670.00	\$ 6,250.00	\$ 6,250.00
17	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8- INCH	8	EACH	\$ 14,000.00	\$ 112,000.00	\$ 9,900.00	\$ 79,200.00	\$ 9,500.00	\$ 76,000.00	\$ 7,907.45	\$ 63,259.60	\$ 5,500.00	\$ 44,000.00	\$ 9,900.00	\$ 79,200.00	\$ 7,264.00	\$ 58,112.00	\$ 3,940.00	\$ 31,520.00	\$ 8,650.00	\$ 69,200.00
18	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12- INCH	2	EACH	\$ 16,000.00	\$ 32,000.00	\$ 12,000.00	\$ 24,000.00	\$ 10,000.00	\$ 20,000.00	\$ 8,282.35	\$ 16,564.70	\$ 6,000.00	\$ 12,000.00	\$ 12,500.00	\$ 25,000.00	\$ 8,555.00	\$ 17,110.00	\$ 5,580.00	\$ 11,160.00	\$ 8,900.00	\$ 17,800.00
19	GATE VALVE, 8-INCH	10	EACH	\$ 3,500.00	\$ 35,000.00	\$ 4,000.00	\$ 40,000.00	\$ 3,100.00	\$ 31,000.00	\$ 3,453.60	\$ 34,536.00	\$ 3,000.00	\$ 30,000.00	\$ 5,100.00	\$ 51,000.00	\$ 1,605.00	\$ 16,050.00	\$ 3,320.00	\$ 33,200.00	\$ 3,200.00	\$ 32,000.00
20	GATE VALVE, 12-INCH	2	EACH	\$ 5,250.00	\$ 10,500.00	\$ 5,600.00	\$ 11,200.00	\$ 4,600.00	\$ 9,200.00	\$ 5,501.75	\$ 11,003.50	\$ 4,500.00	\$ 9,000.00	\$ 6,900.00	\$ 13,800.00	\$ 4,530.00	\$ 9,060.00	\$ 6,480.00	\$ 12,960.00	\$ 6,035.00	\$ 12,070.00
21	VALVE BOX	11	EACH	\$ 800.00	\$ 8,800.00	\$ 560.00	\$ 6,160.00	\$ 371.00	\$ 4,081.00	\$ 390.75	\$ 4,298.25	\$ 1,500.00	\$ 16,500.00	\$ 850.00	\$ 9,350.00	\$ 1,003.00	\$ 11,033.00	\$ 450.00	\$ 4,950.00	\$ 636.00	\$ 6,996.00
22	VALVE VAULT, 4-FOOT	1	EACH	\$ 2,500.00	\$ 2,500.00	\$ 9,600.00	\$ 9,600.00	\$ 3,000.00	\$ 3,000.00	\$ 4,764.75	\$ 4,764.75	\$ 3,500.00	\$ 3,500.00	\$ 5,150.00	\$ 5,150.00	\$ 4,180.00	\$ 4,180.00	\$ 4,820.00	\$ 4,820.00	\$ 5,200.00	\$ 5,200.00
23	FIRE HYDRANT	16	EACH	\$ 12,000.00	\$ 192,000.00	\$ 11,856.00	\$ 189,696.00	\$ 9,100.00	\$ 145,600.00	\$ 8,634.00	\$ 138,144.00	\$ 9,000.00	\$ 144,000.00	\$ 10,500.00	\$ 168,000.00	\$ 9,430.00	\$ 150,880.00	\$ 11,260.00	\$ 180,160.00	\$ 11,200.00	\$ 179,200.00
24	FIRE HYDRANT BARREL EXTENSION	5	VFT	\$ 1,500.00	\$ 7,500.00	\$ 1,250.00	\$ 6,250.00	\$ 1,300.00	\$ 6,500.00	\$ 1,752.85	\$ 8,764.25	\$ 1,500.00	\$ 7,500.00	\$ 2,200.00	\$ 11,000.00	\$ 1,790.00	\$ 8,950.00	\$ 2,480.00	\$ 12,400.00	\$ 1,400.00	\$ 7,000.00
25	LINE STOP, 6-INCH	1	EACH	\$ 4,500.00	\$ 4,500.00	\$ 11,000.00	\$ 11,000.00	\$ 9,300.00	\$ 9,300.00	\$ 9,827.50	\$ 9,827.50	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 12,700.00	\$ 12,700.00	\$ 6,820.00	\$ 6,820.00	\$ 6,500.00	\$ 6,500.00
26	LINE STOP, 8-INCH	1	EACH	\$ 4,700.00	\$ 4,700.00	\$ 12,000.00	\$ 12,000.00	\$ 9,700.00	\$ 9,700.00	\$ 10,172.50	\$ 10,172.50	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 13,120.00	\$ 13,120.00	\$ 7,760.00	\$ 7,760.00	\$ 10,000.00	\$ 10,000.00
27	LINE STOP, 12-INCH	1	EACH	\$ 6,500.00	\$ 6,500.00	\$ 13,333.00	\$ 13,333.00	\$ 13,600.00	\$ 13,600.00	\$ 12,300.00	\$ 12,300.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,510.00	\$ 15,510.00	\$ 9,820.00	\$ 9,820.00	\$ 12,500.00	\$ 12,500.00
28	ABANDONMENT OF EXISTING WATER MAINS AND APPURTENANCES	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 21,000.00	\$ 21,000.00	\$ 13,875.00	\$ 13,875.00	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 10,500.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00
29	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 8- INCH	55	FOOT	\$ 165.00	\$ 9,075.00	\$ 155.00	\$ 8,525.00	\$ 90.00	\$ 4,950.00	\$ 97.75	\$ 5,376.25	\$ 80.00	\$ 4,400.00	\$ 149.00	\$ 8,195.00	\$ 166.00	\$ 9,130.00	\$ 96.00	\$ 5,280.00	\$ 176.00	\$ 9,680.00
30	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 10- INCH	22	FOOT	\$ 195.00	\$ 4,290.00	\$ 175.00	\$ 3,850.00	\$ 100.00	\$ 2,200.00	\$ 104.16	\$ 2,291.52	\$ 90.00	\$ 1,980.00	\$ 179.00	\$ 3,938.00	\$ 193.00	\$ 4,246.00	\$ 112.00	\$ 2,464.00	\$ 240.00	\$ 5,280.00
31	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 12- INCH	200	FOOT	\$ 200.00	\$ 40,000.00	\$ 175.00	\$ 35,000.00	\$ 110.00	\$ 22,000.00	\$ 111.47	\$ 22,294.00	\$ 100.00	\$ 20,000.00	\$ 170.00	\$ 34,000.00	\$ 158.00	\$ 31,600.00	\$ 133.00	\$ 26,600.00	\$ 224.00	\$ 44,800.00
32	REPLACEMENT OF STORM SEWER (WATER MAIN QUALITY), 15- INCH	33	FOOT	\$ 250.00	\$ 8,250.00	\$ 200.00	\$ 6,600.00	\$ 120.00	\$ 3,960.00	\$ 119.38	\$ 3,939.54	\$ 140.00	\$ 4,620.00	\$ 185.00	\$ 6,105.00	\$ 192.00	\$ 6,336.00	\$ 161.00	\$ 5,313.00	\$ 240.00	\$ 7,920.00
33	REPLACEMENT OF DRAIN TILES, 6-INCH THROUGH 12-INCH	140	FOOT	\$ 10.00	\$ 1,400.00	\$ 110.00	\$ 15,400.00	\$ 40.00	\$ 5,600.00	\$ 83.16	\$ 11,642.40	\$ 40.00	\$ 5,600.00	\$ 175.00	\$ 24,500.00	\$ 130.00	\$ 18,200.00	\$ 88.00	\$ 12,320.00	\$ 20.00	\$ 2,800.00
34	SANITARY SERVICE LINE RELOCATION	15	EACH	\$ 1,000.00	\$ 15,000.00	\$ 3,600.00	\$ 54,000.00	\$ 1,400.00	\$ 21,000.00	\$ 74.50	\$ 1,117.50	\$ 2,000.00	\$ 30,000.00	\$ 6,900.00	\$ 103,500.00	\$ 3,435.00	\$ 51,525.00	\$ 1,160.00	\$ 17,400.00	\$ 2,800.00	\$ 42,000.00
35	INLET PROTECTION FILTER	60	EACH	\$ 180.00	\$ 10,800.00	\$ 333.00	\$ 19,980.00	\$ 232.00	\$ 13,920.00	\$ 221.00	\$ 13,260.00	\$ 175.00	\$ 10,500.00	\$ 160.00	\$ 9,600.00	\$ 225.00	\$ 13,500.00	\$ 300.00	\$ 18,000.00	\$ 280.00	\$ 16,800.00
36	DITCH CHECK	61	EACH	\$ 83.00	\$ 5,063.00	\$ 600.00	\$ 36,600.00	\$ 50.00	\$ 3,050.00	\$ 252.45	\$ 15,399.45	\$ 175.00	\$ 10,675.00	\$ 450.00	\$ 27,450.00	\$ 168.00	\$ 10,248.00	\$ 220.00	\$ 13,420.00	\$ 78.00	\$ 4,758.00
37	RESTORATION OF LAWNS AND PARKWAYS	2,600	SQYD	\$ 15.00	\$ 39,000.00	\$ 36.00	\$ 93,600.00	\$ 12.00	\$ 31,200.00	\$ 29.90	\$ 77,740.00	\$ 30.00	\$ 78,000.00	\$ 6.50	\$ 16,900.00	\$ 14.25	\$ 37,050.00	\$ 15.70	\$ 40,820.00	\$ 21.00	\$ 54,600.00
38	TEMPORARY HOT-MIX ASPHALT PAVEMENT	250	SQYD	\$ 30.00	\$ 7,500.00	\$ 100.00	\$ 25,000.00	\$ 22.00	\$ 5,500.00	\$ 69.00	\$ 17,250.00	\$ 40.00	\$ 10,000.00	\$ 645.00	\$ 161,250.00	\$ 59.00	\$ 14,750.00	\$ 26.00	\$ 6,500.00	\$ 42.00	\$ 10,500.00
39	CLASS B PATCH SPECIAL, 10-INCH	100	SQYD	\$ 205.00	\$ 20,500.00	\$ 300.00	\$ 30,000.00	\$ 200.00	\$ 20,000.00	\$ 230.63	\$ 23,063.00	\$ 225.00	\$ 22,500.00	\$ 110.00	\$ 11,000.00	\$ 145.00	\$ 14,500.00	\$ 244.00	\$ 24,400.00	\$ 150.00	\$ 15,000.00
40	CLASS D PATCH SPECIAL, 8-INCH	4,000	SQYD	\$ 83.00	\$ 332,000.00	\$ 72.00	\$ 288,000.00	\$ 68.00	\$ 272,000.00	\$ 122.24	\$ 488,960.00	\$ 80.00	\$ 320,000.00	\$ 79.40	\$ 317,600.00	\$ 81.75	\$ 327,000.00	\$ 133.00	\$ 532,000.00	\$ 75.00	\$ 300,000.00
41	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 3- INCH	600	SQYD	\$ 40																	

November 20, 2025

Ms. Amy Ries, PE
Village of Westmont
31 W Quincy Street
Westmont, Illinois 60559

Subject: Village of Westmont – Park, Chicago, and Willard Water Main Improvements - Construction

Dear Ms. Ries:

Baxter & Woodman, Inc. is pleased to submit this Proposal to complete construction engineering services for the Park, Chicago, and Willard Water Main Improvements project. The Project includes approximately 6,700 lineal feet of water main replacement on N Park Street from W Naperville Road to Ogden Avenue, on Chicago Avenue from Roslyn Road to N Grant Street, and on Willard Place from N Park Street to N Washington Street.

The following outlines our scope of services and our engineering fee:

Scope of Services

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
 - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Receive Contractor insurance documents.
 - B. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
 - A. Attend periodic construction progress meetings.
 - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review the Contractor's submitted construction record drawings for completeness prior to submission to the Owner.
 - D. Prepare construction contract change orders and work directives when authorized by the Owner.
 - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
 - G. Project manager or other office staff visit site as needed.
 - H. Prepare Request for Disbursement from Illinois Water Revolving Loan Fund form and submit to IEPA with required documentation.
4. FIELD OBSERVATION – Full Time
- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
 - B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. COMPLETION OF PROJECT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- D. Review the Contractor's submitted construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with an electronic copy within ninety (90) days of the Project completion.

Fee

The Village shall pay the Engineer for the services performed or furnished, based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$250,690**.

This proposal is valid for 90 days from the date issued.

Schedule

Start Date	March 2026
Completion Date	October 2026

Standard Terms and Conditions

The attached Standard Terms and Conditions apply to this proposal.

Acceptance

We appreciate the opportunity to work with the Village on this important Project and we are available to begin work immediately upon your notice to proceed. If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Jack Worsham at 815-444-3332 or jworsham@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Craig D. Mitchell, PE
Vice President

Village of Westmont

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\WMNTV\2500343-Park Chicago and Willard Water M\Contract\Work\Construction\2500343.01_Proposal_ParkChicagoWillardWM_CS.docx

Client: WMNTV							
Plan Number: 2500343.01							
Plan Name: WMNTV Park Chicago Willard WM CS							
Deliverable	Sub-Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Reimbursable Consultants	Total Compensation
Totals			1,604.00	\$233,520.00	\$17,170.00		\$250,690.00
CS100 - Project Initiation			16.00	\$3,560.00			\$3,560.00
		Eileen Kennedy	8.00				
		Reggie Jansen	8.00				
CS105 - Construction Administration			144.00	\$30,960.00	\$240.00		\$31,200.00
		Eileen Kennedy	16.00				
		Lauren Salem	8.00				
		Reggie Jansen	80.00				
		Rob Petersen	40.00				
CS110 - Field Observation			1,360.00	\$183,600.00	\$16,930.00		\$200,530.00
		Rob Petersen	1,360.00				
CS140 - Project Closeout			84.00	\$15,400.00			\$15,400.00
		Reggie Jansen	20.00				
		Rob Petersen	40.00				
		Tim Bette	24.00				
REIMB - Reimbursable Expenses and Mileage			0.00				
			0.00				
	EXP - Project		0.00				
	EXP		0.00				
	MILES - Mileage		0.00				
	MILES		0.00				



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9206025
Quote Number: 1164466

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS
Page: 1 of 2

Quote To:

Village of Westmont
500 N Cass Ave
Westmont ILLINOIS 60559
UNITED STATES

Phone: (630) 981-6300

Sales Person: BRAD WILLIAMS
Office Phone: 800-603-4445 x1241
BWILLIAMS@CLEARSPAN.COM

Ship To:

Village of Westmont
500 N Cass Ave

Westmont, ILLINOIS 60559

Date: 12/29/2025 Valid for 10 Days

Quote Total 738,014.14

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100110	70W BY 125L PEMB MONOSLOPE W 17' LOW EAVE 2/12 PITCH	1.00	100,000.00	100,000.00
2	700011	CUSTOM BEAM DESIGN AND ENGINEERING BUILDING	1.00	3,750.00	3,750.00
3	100103	R19 INSULATION ON ROOF ONLY	1.00	14,307.00	14,307.00
4	100110	OPTION FOR INTERIOR R PANEL LINER 29G 8' ABOVE GRADE FROM FLOOR	1.00	2,982.00	2,982.00
6	117256LH	3068 ADA PREHUNG DOOR - LEFT HAND PANIC HARDWARE INCLUDED	3.00	3,259.00	9,777.00
7	700007	PREVAILING WAGE RATE INSTALLATION BUILDING	1.00	90,000.00	90,000.00
<i>Installation estimate for a metal clad monoslope beam building that is 70x125. Building to be installed on concrete foundation that is to be prepared by others and ready upon crews' arrival to site. This estimate includes installation of doors and insulation for the roof only. .</i> <i>The installation quote is based on the following assumptions: full and unobstructed access to the site for all crew members and equipment; a clear, open work area free from any obstructions; and sufficient space on-site for unloading and staging materials. No foundation work is included in the quoted price. It is also assumed that the project will adhere to the prevailing wage rate of \$109.04/hour.</i>					
8	700007	PREVAILING WAGE RATE INSTALLATION CONCRETE FOUNDATION	1.00	412,310.00	412,310.00
9	700007	PREVAILING WAGE RATE INSTALLATION RAYNOR DOORS	1.00	47,000.00	47,000.00

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



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p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9206025
Quote Number: 1164466

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS
Page: 2 of 2

10	700014	FOUNDATION ENGINEERING	1.00	4,500.00	4,500.00
11	100103	OHD CO 20W BY 16H SECTIONAL DOOR W WINDOW	5.00	7,650.00	38,250.00
12	100006	PAYMENT AND PERFORMANCE BOND	1.00	8,665.00	8,665.00
13	100006	BUILDERS RISK POLICY	1.00	2,416.00	2,416.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	4,057.14

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Disclaimer: *Payment & Performance Bonds and Builders Risk Insurance are not included in this quote unless explicitly stated otherwise. If required, these items must be requested and will be quoted separately.*

Lines Total	733,957.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	4,057.14
Quote Total	738,014.14



Village of Westmont PUBLIC WORKS

31 West Quincy Street, Westmont, Illinois 60559

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

MEMORANDUM

DATE: DECEMBER 30, 2025

TO: MAYOR AND VILLAGE BOARD

FROM: GREGORY R. ULREICH, VILLAGE ENGINEER

SUBJ: STORMWATER ORDINANCE REVISIONS

Staff was asked to review the Village's Code of Ordinances and provide recommendations to streamline and modernize the stormwater regulations to better serve the needs of the Village and its residents. This memorandum provides a brief history of stormwater management in the Village, as well as the context for the current regulations. Then, in consultation with Christopher B. Burke Engineering, LLC (CBBEL), the following recommendations are hereby set forth.

VILLAGE STORMWATER HISTORY:

Throughout its existence, DuPage County has occasionally experienced major rainfall events that then shapes the region's response to stormwater issues, as well as the public's perception of how stormwater is to be managed. The most recent era began with major flooding in 2008 and 2010, which prompted the Village to develop its 2011 Stormwater Master Plan. This plan proposed solutions to flooding at specific locations identified by staff. The result was nearly \$30 million in potential projects to be publicly-funded, as well as the identification of a few areas where stricter regulations on private Development (i.e. lower release rates) may be warranted because of limitations in the capacity of the downstream storm sewer system.

Following yet another historic flooding event in April of 2013, the Village created the Community Stormwater Committee to review options regarding how to address local problems and concerns regarding stormwater management. The Community

MEMORANDUM (cont.)

Stormwater Committee's conclusions emphasized a community-wide approach in its presentation to the Board of Trustees in October 2013:

- Employ "green" strategies when possible, and
- Employ "conventional" systems as appropriate, and
- Encourage property owners to self-manage stormwater on their properties.

The Community Stormwater Committee also provided a ranking of projects, but unanimously agreed that these rankings are just one tool for reference and that the prioritization may change with new or updated information, such as flooding frequency.

In the Spring of 2015, after much research and community input, Westmont voters approved the Westmont Stormwater-Infrastructure Sales Tax Referendum, thus allowing the Village to collect a 0.5% sales tax on local purchases to generate revenue that is specifically targeted for stormwater and infrastructure improvements. Collection of this sales tax began in July of 2015 and generates approximately \$1 million annually.

DUPAGE COUNTY STORMWATER & FLOODPLAIN ORDINANCE:

The Village has various ordinances related to stormwater and floodplain regulations, dating back to 1972. The Village adopted DuPage County's Countywide Stormwater and Floodplain Ordinance ("County Ordinance") on September 24, 1991, and subsequent amendments, as required by state law. The County Ordinance provides certain minimum standards with regard to the regulation of stormwater and floodplains throughout the County. Among other administrative functions, these regulations cover the following five main technical categories:

1. Soil Erosion & Sediment Control
2. Post Construction Best Management Practices
3. Site Runoff Storage (Detention)
4. Floodplain Management (National Flood Insurance Program; NFIP)
5. Wetlands
6. Buffers (to Wetlands or other Bodies of Water)

If a community desires to perform enforcement at the local level, the County Ordinance offers two tiers from which communities may select: "Partial Waiver" and "Complete Waiver". The Village became a Partial Waiver community in 2002 (Ordinance No. 02-58), which allowed Village staff and its consultants to review Items 1 thru 3 (above) for private Development. However, whenever that Development affects any of Items 4 thru 6, that portion of the work must still be reviewed and approved by DuPage County Stormwater Management's staff. In contrast, a Complete Waiver community reviews all six items and DuPage County's staff is not involved.

MEMORANDUM (cont.)

Most communities have adopted local amendments to the County Ordinance in order to be more restrictive. Following the County's last major revision in 2012, the most common types of amendments deal with the following:

- A. Lower threshold for Post-Construction Best Management Practices (PCBMPs).
- B. Lower threshold for Site Runoff Storage (i.e. Detention).
- C. Increase Fee-in-Lieu for Detention and PCBMP's.
- D. Raise Flood Protection Elevation (FPE) above 1 foot.
- E. Establish a timeframe for Substantial Improvements (floodplain management).

RECOMMENDATIONS:

The following is a brief summary of what is being proposed for those most common amendments listed above, as well as one additional amendment that is more specific to the Village's geography:

A. Post Construction Best Management Practices (PCBMPs):

- Utilize the County Ordinance's threshold: > 2,500 ft² of Net New Impervious.

The large lot sizes that are typically in Westmont provide sufficient pervious area (i.e. green space) that reducing the threshold beyond what the County requires will not measurably improve water quality. In addition, reducing the threshold for areas within the Central Business District would be contrary to the Village's long-term goal of re-development and reduce the potential sales tax revenues that help fund the Village's stormwater management efforts. Utilizing the 2,500 SF of Net New Impervious area in the County Ordinance is the most sensible solution.

B. Site Runoff Storage (i.e. Detention):

- Utilize County Ordinance's threshold: > 25,000 square feet of Net New Impervious.

The County Ordinance considers the state of a property in April 1992 to be the original condition when calculating the need for site runoff storage. The Village currently has a restrictive regulation of 0 SF that will be amended with this change. The Village is effectively fully developed such that large-scale development, where detention is most efficient, is rare. For those few large-scale properties that do remain (i.e. golf courses), the County Ordinance threshold would still be applicable. Reducing the threshold would increase the burden on single-family redevelopment where small-scale detention facilities are neither cost-effective nor easily maintained.

MEMORANDUM (cont.)

C. Fee-in-Lieu:

- Maintain the current fee schedules that are listed in Schedule B of the County Ordinance.
 - The Detention Variance Fee in Salt Creek is \$133,000 per acre-foot.
 - The Detention Variance Fee in East Branch DuPage River is \$106,000 per acre-foot.
 - The [PC]BMP Fee-in-Lieu is \$500 per 1,000 square feet of new impervious area.

For context, one acre-foot is approximately half an Olympic-sized swimming pool. New residential development would require $\frac{1}{8}$ of an Olympic pool for every one acre of land. New commercial / industrial is closer to $\frac{1}{4}$ of an Olympic pool for every one acre of land.

The Detention Variance Fees are over a decade old and need to be updated to reflect current (and post-pandemic) pricing. Detention for private re-development can often exceed \$500,000 per acre-foot when it is in underground chambers. While publicly-owned, regional detention costs are lower due to economies of scale, the economic incentive is currently not in the Village's favor. Over the next year staff will re-examine the assumptions from the 2011 Stormwater Master Plan so that a new range of fees can be provided for the Board of Trustees to consider.

D. Flood Protection Elevation (FPE)

- Raise the Flood Protection Elevation from one to two feet ($FPE = BFE + 2 \text{ feet}$)

For example, this will now require that the first floor of a new home is two feet above the 100-year flood (i.e. Base Flood Elevation or "BFE"). Because we can't completely predict river flooding and because climate change is introducing more uncertainty, we need to add an extra safety margin when designing new homes and other buildings where people live. This only applies to new buildings that are already in the floodplain. However, this will not apply to new buildings that are in a Low Depressional Area (see below).

E. Substantial Improvement:

- Establish a time period of 10 years for resetting the cumulative costs.

This requirement is directly related to the Flood Protection Elevation (FPE) discussed above. If a building is in the floodplain, it cannot be improved more than 50% of its value unless the first floor is also raised to the FPE. Since many homes in the floodplain are below the Base Flood Elevation (BFE), this involves raising them

MEMORANDUM (cont.)

more than two feet. This cost of improvement is a cumulative number that the Village must continuously track and compare to the building's value. Since the costs include repairs to damage caused by flooding, this rule can de-incentivize investment in previously flooded properties. Federal law allows for the cumulative value to be "reset" after a certain period of time, but the County purposefully left this time period to be established by each community. The minimum allowed is one year and the most common among DuPage County communities is ten years.

F. Low Depressional Areas (LDAs):

- Regulate LDA's as a Special Flood Hazard Area (i.e. floodplain).

In the past, Village staff defined and designated various locations that are prone to flooding as Low Depressional Areas ("LDA's"). LDA's are a type of "Urban Flooding" that was recognized by State law in 2014 (PA 098-0858) as being different than the flooding from a creek or river and which is typically not shown on a floodplain map. Urban flooding isn't typically shown on a floodplain map because those maps often focus on flooding caused by a creek or river, but they have the same effect. Staff has been regulating LDA's the same as a floodplain and has not received any push back from the private sector, so this amendment would just establish into law what is already current practice.

The proposed local amendments to the DuPage County Countywide Stormwater and Floodplain Ordinance are below.

LOCAL AMENDMENTS:

ARTICLE VIII. POST CONSTRUCTION BEST MANAGEMENT PRACTICES	
15-63	PCBMPs are required to treat the stormwater runoff for pollutants of concern and reduce Runoff volume for all Developments , with the exceptions and exclusions noted below. Upon a documented finding by the Director or Administrator that providing PCBMPs is impractical, then the appropriate PCBMP fee-in-lieu shall be paid by the Applicant in lieu of providing full or partial PCBMPs .
15-63.A	PCBMPs are waived for the following Developments :
15-63.A.1 ORIGINAL	When comparing the Impervious Area of the Pre-Development Site to the with-development Impervious Area of the same Development Site , excluding any areas of the Development Site for which PCBMPs have already been provided and maintained, and the Net New Impervious Area is less than 2,500 square feet in the aggregate since April 23, 2013; or
15-63.A.1 REVISED	When comparing the Impervious Area of the Pre-Development Site to the with-development Impervious Area of the same Development Site , excluding any areas of the Development Site for which PCBMPs have already been provided and maintained, and the Net New Impervious Area is less than 2,500 square feet in the aggregate since April 23, 2013; or

MEMORANDUM (cont.)

15-63.A.1.a NEW	Except when the Development is a Substantial Improvement to the principal Building (a.k.a. "tear-down"), then PCBMPs will only be waived if the Net New Impervious Area is less than 2,500 square feet when comparing the Impervious Area of the Pre-Development Site to the maximum allowable Lot Coverage (per Sec. 16.08) of the same Development Site ; or
ARTICLE IX. SITE RUNOFF CONVEYANCE, STORAGE & FIELD TILES	
15-71	Site Runoff Conveyance Requirements
15-71.A ORIGINAL	Minor Stormwater Systems shall be sized to convey Runoff from the tributary Watershed under fully developed conditions consistent with the design requirements of the local jurisdiction.
15-71.A REVISED	Minor Stormwater Systems shall be sized to convey Runoff from the tributary Watershed under fully developed conditions consistent with the design requirements of the local jurisdiction. <i>Minor stormwater systems and major stormwater systems shall be designed in accordance with the Illinois Department of Transportation's Drainage Manual, and the materials, installation, and testing shall be in accordance with the Standard Specifications for Water & Sewer Construction in Illinois, 8th Edition, except when modified by either this article or by Appendix D.</i>
15-72.A.2 ORIGINAL	When comparing the highest percentage of Impervious Area of the same Development Site in the 3-years immediately prior to the date of the Stormwater Management Certification application to the with-development Impervious Area the percentage will decrease by a minimum of 5%; or
15-72.A.2 DELETE	When comparing the highest percentage of Impervious Area of the same Development Site in the 3-years immediately prior to the date of the Stormwater Management Certification application to the with-development Impervious Area the percentage will decrease by a minimum of 5%; or [DELETED IN ITS ENTIRETY - NO LONGER APPLICABLE]
15-72.A.3 ORIGINAL	The with-development Impervious Area of the same Development Site is less than or equal to 10%; or,
15-72.A.3 DELETE	The with-development Impervious Area of the same Development Site is less than or equal to 10%; or, [APPLICABLE ONLY TO VERY LARGE EXISTING SITES (I.E. 250,000 SF OF NEW IMPERVIOUS)]
ARTICLE X. FLOODPLAIN MANAGEMENT	
15-80	Determination of Regulatory Floodplain , Base Flood Elevation (BFE) , and Regulatory Floodway
15-80.A ORIGINAL	The BFE for purposes of establishing the low opening on New Construction of Buildings shall be taken from the higher of BFEs established by the current regulatory profile, or elevations established and published by the Director which meet the following conditions:
15-80.A REVISED	The BFE for purposes of establishing the low opening on New Construction of Buildings shall be taken from the higher of BFEs established by the current regulatory profile, <u>or elevations established at Low Depressional Areas (LDA's) and available from the Administrator</u> , or elevations established and published by the Director which meet the following conditions:
15-80.B ORIGINAL	The BFE for purposes of establishing Compensatory Storage will be based on the current regulatory model as determined in 15-80.D.
15-80.B REVISED	The BFE for purposes of establishing Compensatory Storage will be based on the current regulatory model as determined in 15-80.D. <u>For Low Depressional Areas, the BFE will be based on the elevations established by, or agreed to by, the Administrator.</u>
15-81.D	Compensatory Storage Volume Standards

MEMORANDUM (cont.)

15-81.D.1 ORIGINAL	Any placement of fill, Structures , or other materials above grade in the Floodplain shall require Compensatory Storage equal to at least 1.5 times the volume of Floodplain storage displaced. The storage shall be provided incrementally using one of the following methods: i) between the 0 - 10-year and the 10 - 100-year Flood recurrence intervals; or ii) an approved equivalent, at a minimum 1:1 ratio. The remaining 0.5:1 required storage ratio can be provided at any elevation below the BFE. Compensatory Storage for fill in depressional storage areas shall be provided non-incrementally at a ratio of 1:1. Grading in wetland, Floodplain , or Buffer areas shall be done in such a manner that the effective Floodplain storage is maintained at all times. Compensatory Storage is not required for Flood protection of existing Buildings for Floodplain volume displaced by the Building and within the area of 10 feet adjacent to the Building .
15-81.D.1 REVISED	Any placement of fill, Structures , or other materials above grade in the Floodplain shall require Compensatory Storage equal to at least 1.5 times the volume of Floodplain storage displaced. The storage shall be provided incrementally using one of the following methods: i) between the 0 - 10-year and the 10 - 100-year Flood recurrence intervals; or ii) an approved equivalent, at a minimum 1:1 ratio. The remaining 0.5:1 required storage ratio can be provided at any elevation below the BFE. Compensatory Storage for fill in depressional storage areas <u>and Low Depressional Areas</u> shall be provided non-incrementally at a ratio of 1:1. Grading in wetland, Floodplain , or Buffer areas shall be done in such a manner that the effective Floodplain storage is maintained at all times. Compensatory Storage is not required for Flood protection of existing Buildings for Floodplain volume displaced by the Building and within the area of 10 feet adjacent to the Building .
15-81.D.2 ORIGINAL	For areas where there is no defined Regulatory Floodway and a tributary drainage area less than 640 acres, the Compensatory Storage requirements set forth in Section 15-81.D shall be waived for Developments that meet either of the following criteria: 15-81.D.2.a. The cross-sectional Floodplain area, as defined by cross-sections through the Development Site , is not reduced by more than 0.5% at any one cross-section; or 15-81.D.2.b. The total fill volume does not exceed 200 cubic feet.
15-81.D.2 REVISED	For areas where there is no defined Regulatory Floodway , <u>nor Low Depressional Area</u> , and a tributary drainage area less than 640 acres, the Compensatory Storage requirements set forth in Section 15-81.D shall be waived for Developments that meet either of the following criteria: 15-81.D.2.a. The cross-sectional Floodplain area, as defined by cross-sections through the Development Site , is not reduced by more than 0.5% at any one cross-section; or 15-81.D.2.b. The total fill volume does not exceed 200 cubic feet.
15-81.D.4 ORIGINAL	Floodplain fill resulting from public Roadway Developments shall require incremental Compensatory Storage at a 1:1 ratio.
15-81.D.4 REVISED	Floodplain fill resulting from public Roadway Developments , <u>as well as within Low Depressional Areas</u> , shall require incremental Compensatory Storage at a 1:1 ratio.
APPENDIX A - DEFINITIONS	
NEW	<u>Low Depressional Area (LDA) is an area within the Village that historically did not have an overland flow route until the localized water elevation achieved at least three feet. An LDA may now, or in the future, be drained by a storm sewer system. For these, the Base Flood Elevation will take into account the capacity of only the existing sewer system, but may be increased by up to a 1.5 safety factor based on the Administrator's judgement.</u>
ORIGINAL	Flood Protection Elevation (FPE) . The base flood elevation plus one foot of freeboard. If an approved FEQ Watershed Plan Model produces a higher elevation than the regulatory BFE , the FPE shall be the FEQ flood of record elevation plus one foot of freeboard.
REVISED	Flood Protection Elevation (FPE) . The base flood elevation plus one foot <u>two feet</u> of freeboard, <u>except in a Low Depressional Area (LDA) where it shall be the base flood elevation plus one foot of freeboard</u> . If an approved FEQ Watershed Plan Model produces a higher elevation than the regulatory BFE , the FPE shall be the FEQ flood of record elevation plus one foot <u>two feet</u> of freeboard.
ORIGINAL	Substantial Improvement . Any repair, reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which improvement equals or exceeds, individually or in the aggregate, 50 percent of the fair market value of the building, determined from the equalized assessed value of the building, before the start of construction of the improvement or, if the building has been damaged, before the damage occurred. The term "cost of improvement" includes the value of volunteer labor and donated materials. The term "cost of improvement" does not, however, include either (1) any development for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the Appendix A Page 110 of 125 minimum necessary to assure safe living conditions or (2) any alteration of a historic building that will not preclude the building's continued designation as a historic building.

MEMORANDUM (cont.)

REVISED	Substantial Improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building, <u>during a ten year period</u>, the cost of which improvement equals or exceeds, individually or in the aggregate, 50 percent of the fair market value of the building, determined from the equalized assessed value of the building, before the start of construction of the improvement or, if the building has been damaged, before the damage occurred. The term "cost of improvement" includes the value of volunteer labor and donated materials. The term "cost of improvement" does not, however, include either (1) any development for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the Appendix A Page 110 of 125 minimum necessary to assure safe living conditions or (2) any alteration of a historic building that will not preclude the building's continued designation as a historic building.
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The proposed revisions to the Village's Code of Ordinances are below.

CHAPTER 34 - REVISIONS TO CODE OF ORDINANCES

Chapter 34 - Engineering and Flood Control	
ARTICLE I. GENERAL	
Sec. 34-1.	<i>ADOPTION.</i>
ORIGINAL	The village adopts by reference, as though fully set out herein, the DuPage County Stormwater and Floodplain Management Ordinance, approved as amended by DuPage County on May 14, 2019. All development within the village shall meet at least the minimum standards prescribed by the DuPage County Stormwater and Floodplain Management Ordinance, in addition to the requirements of this chapter. In the event that the rules, regulations, terms or conditions of the DuPage County Stormwater and Floodplain Management Ordinance are either more restrictive or less restrictive than the rules, regulations, terms or conditions of this chapter 34, or other rules, regulations, terms, conditions, codes, ordinances or statutes of the village or the state, then the most restrictive rules, regulations, terms or conditions shall govern.
REVISED	The village adopts by reference, as though fully set out herein, the DuPage County <u>Countywide</u> Stormwater and Floodplain Management Ordinance (<u>hereinafter referred to as County Ordinance</u>), approved as amended by DuPage County on <u>May 14, 2019 September 13, 2022</u> . All development within the village shall meet at least the minimum standards prescribed by the <u>DuPage County Stormwater and Floodplain Management Ordinance County Ordinance</u> , in addition to the requirements of this chapter. In the event that the rules, regulations, terms or conditions of the <u>DuPage County Stormwater and Floodplain Management Ordinance County Ordinance</u> are either more restrictive or less restrictive than the rules, regulations, terms or conditions of this chapter 34, or other rules, regulations, terms, conditions, codes, ordinances or statutes of the village or the state, then the most restrictive rules, regulations, terms or conditions shall govern.
Sec. 34-3.	
ORIGINAL	<i>RESERVED.</i>
REVISED	<u>Adoption of Flood Insurance Rate Map and Flood Insurance Study. The Flood Insurance Rate Map ("FIRM") and the Flood Insurance Study ("FIS") approved by the Federal Emergency Management Agency on February 1, 2019 and adopted by DuPage County, effective August 1, 2019, is hereby adopted by reference as the FIRM and FIS for the Village of Westmont.</u>
Sec. 34-3.	
ORIGINAL	<i>RESERVED.</i>
REVISED	<u>Adoption of general certifications. The general certifications, adopted from time to time by the DuPage County Board in accordance with Section 15-32 of the DuPage County Ordinance, are hereby adopted by reference. The full text of each general certification is available from the DuPage County Stormwater Management's website.</u>
Sec. 34-18.	

MEMORANDUM (cont.)

ORIGINAL	RESERVED.
REVISED	RESERVED. <u>LOCAL AMENDMENTS TO ARTICLE VIII. POST CONSTRUCTION BEST MANAGEMENT PRACTICES</u> (SEE PREVIOUS TABLE IN THIS MEMORANDUM)
Sec. 34-19.	
ORIGINAL	RESERVED.
REVISED	<u>LOCAL AMENDMENTS TO ARTICLE IX. SITE RUNOFF CONVEYANCE, STORAGE & FIELD TILES</u> (SEE PREVIOUS TABLE IN THIS MEMORANDUM)
Sec. 34-20.	
ORIGINAL	RESERVED.
REVISED	<u>LOCAL AMENDMENTS TO ARTICLE X. FLOODPLAIN MANAGEMENT</u> (SEE PREVIOUS TABLE IN THIS MEMORANDUM)
Sec. 34-29.	
ORIGINAL	RESERVED.
REVISED	<u>LOCAL AMENDMENTS TO APPENDIX A - ACRONYMS, INITIALISMS AND DEFINITIONS</u> (SEE PREVIOUS TABLE IN THIS MEMORANDUM)
DIVISION 1. - STORMWATER AND FLOOD CONTROL	
Sec. 34-31.	<i>PURPOSE.</i> NO CHANGES.
Sec. 34-32.	<i>DEFINITIONS.</i> DELETE IN ITS ENTIRETY.
Sec. 34-33.	<i>RESPONSIBILITY FOR ADMINISTRATION AND ENFORCEMENT.</i>
ORIGINAL	(a) There is hereby created the office of public works director, an administrative office of the village. The office shall be filled by appointment of a person educated, trained, or experienced in construction practices. The appointment shall be made by the village manager, subject to the approval of the village board. (b) The public works director shall be responsible for the general administration and enforcement of this article, as well as portions of the soil erosion and sedimentation and land development ordinances, including but not limited to the following duties: (1) Review, issue permits for, and inspect all development projects to ensure they comply with the provisions of this article. (2) Ensure that new development and major improvements to existing facilities or buildings will not change the flow of surface water runoff so that properties become more susceptible to damage.
REVISED	REPLACE IN ITS ENTIRETY WITH THE FOLLOWING: <u>(a) The Board of Trustees shall serve as the Oversight Committee of the County Ordinance, whose duties and functions are set forth therein.</u> <u>(b) The public works director, or their authorized designee, shall serve as the Administrator of the County Ordinance, whose duties and functions are set forth therein.</u>
Sec. 34-34.	<i>SURFACE WATER RUNOFF CONTROL.</i> DELETE IN ITS ENTIRETY.
Sec. 34-35.	<i>EXCAVATION, FILLING AND GRADING.</i>
ORIGINAL	(a) Permit required; application. The excavation of land, placement of any fill material, and/or grading of same shall require a permit from the public works director. Minor landscaping improvements are not intended to be included under this section. The following information may be required by the public works director to be submitted with the application for permit:

MEMORANDUM (cont.)

	(1) Topographic survey, showing existing and proposed elevations above mean sea level both on the site and within 50 feet of the site; (2) Erosion control plan, showing proposed temporary erosion control measures in order to avoid sedimentation on adjacent properties or in public storm sewers; and (3) Landscaping plan, showing proposed final landscaping and permanent erosion control. (b) Permit fees. The fees pertaining to this section are as shown in section 34-111. (c) Bond. When done as a separate project, the public works director may require a cash bond be posted to ensure final grading and permanent erosion control in accordance with the approved plan. The standard amount of this cash bond shall be \$500.00, but this amount may be increased or decreased dependent on the public works director's judgment of the costs of the proposed work.
REVISED	EXCAVATION, FILLING AND GRADING. STORMWATER MANAGEMENT CERTIFICATION; PERMIT REQUIRED. (a) Permit required; application. <u>A permit shall be required whenever the conditions for a Stormwater Management Certification, General Certification, or Letter of Permission are met. The excavation of land, placement of any fill material, and/or grading of same shall require a permit from the public works director.</u> Minor landscaping improvements are not intended to be included under this section. The following information may be required by the public works director to be submitted with the application for permit: (1) Topographic survey, showing existing and proposed elevations above mean sea level both on the site and within 50 feet of the site; (2) Erosion control plan, showing proposed temporary erosion control measures in order to avoid sedimentation on adjacent properties or in public storm sewers; and (3) Landscaping plan, showing proposed final landscaping and permanent erosion control. (b) Permit fees. The fees pertaining to this section are as shown in section 34-111 Appendix C. (c) Bond. When done as a separate project, the public works director may require a cash bond be posted to ensure final grading and permanent erosion control in accordance with the approved plan. The standard amount of this cash bond shall be \$500.00, but this amount may be increased or decreased dependent on the public works director's judgment of the costs of the proposed work. (see DCSFPO Article VI).
Sec. 34-36.	DETERMINATION OF REQUIREMENTS; ADMINISTRATIVE PROCEDURES GENERALLY. DELETE IN ITS ENTIRETY; (see DCSFPO Article II).
Sec. 34-37.	DUTIES OF ENFORCEMENT OFFICIAL; DEVELOPMENT PERMIT FEES. DELETE IN ITS ENTIRETY; (see DCSFPO Article II).
Sec. 34-38.	BASE FLOOD ELEVATION. DELETE IN ITS ENTIRETY.
Sec. 34-39.	OCCUPATION AND USE OF FLOOD FRINGE AREAS. DELETE IN ITS ENTIRETY.
Sec. 34-40.	OCCUPATION AND USE OF DESIGNATED FLOODWAYS. DELETE IN ITS ENTIRETY.
Sec. 34-41.	OCCUPATION AND USE OF SPECIAL FLOOD HAZARD AREAS WHERE FLOODWAYS ARE NOT IDENTIFIED. DELETE IN ITS ENTIRETY.
Sec. 34-42.	PERMITTING REQUIREMENTS APPLICABLE TO ALL FLOODPLAIN AREAS. DELETE IN ITS ENTIRETY.
Sec. 34-43.	OTHER DEVELOPMENT REQUIREMENTS. DELETE IN ITS ENTIRETY.
Sec. 34-44.	VARIANCES. DELETE IN ITS ENTIRETY; (see DCSFPO Article XVI).
Sec. 34-45.	DISCLAIMER OF LIABILITY. DELETE IN ITS ENTIRETY; (see DCSFPO 15-26).
Sec. 34-46.	PENALTY. DELETE IN ITS ENTIRETY; (see DCSFPO Article XIV).
Sec. 34-47.	ABROGATION OF EXISTING AGREEMENTS; CONFLICTING REGULATIONS; REPEAL OF PREVIOUS ORDINANCE.

MEMORANDUM (cont.)

	NO CHANGES.
Sec. 34-48.	SEVERABILITY. DELETE IN ITS ENTIRETY.
Sec. 34-49.	EFFECTIVE DATE. DELETE IN ITS ENTIRETY.
DIVISION 2. - MAINTENANCE OF BYPASS CHANNELS AND STORMWATER STORAGE AREAS	
Sec. 34-61 thru 34-63 NO CHANGES.	
ARTICLE IV. - ENGINEERING FEES AND BONDS	
Sec. 34-110 thru 34-112 NO CHANGES.	



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
FROM: Joseph Hennerfeind, AICP, Community Development Director
DATE: January 8, 2026
RE: **Downtown Incentive Program (DIP)**
ANNUAL BUDGET AND ACTIVITY TARGETS FY2026

Downtown Incentive Program (DIP)

FY25(B): 2025 in Review

- In the FY25(B) budget, a total of \$250,000 was allocated to the program, with the following breakdown at year end:
 - **\$142,670.37** of funds were awarded to 4 projects (two Tier 1, one Tier 2 and one Tier 3)
 - **\$2,455.00** of those funds have paid to completed projects (\$140,215.37 yet to be paid)
 - **\$107,329.63** remained unspent

FY2026: 2026 Proposed

- With each budget cycle, the Board can elect which funding tiers are appropriate and have the ability to adjust the percentage of grant match for certain eligible activities if certain improvements want to be targeted.
- As a refresher, the Tiers are defined as follows:
 - Tier 1 - minimum projects of \$5,000; grants up to \$20,000 (*plus incentives*)
 - Tier 2 - minimum projects of \$25,000; grants up to \$50,000 (*plus incentives*)
 - Tier 3 - minimum projects of \$50,000; grants up to \$100,000 (*plus incentives*)
- For FY2026:
 - Funded Tiers for FY2026
 - Tiers 1, 2 and 3: \$125,000 for all (combined total)
By combining all tiers, awards can be flexible.
 - Funding Cycles
 - *New this year!*
Staff has not seen a rush to obtain funds for Tier 2 and 3 projects as anticipated. If there had been competition for funds, prescribed application windows would manage the process appropriately.

In an effort to expand flexibility, staff proposes that all tiers be on an open funding cycle to allow for applications to be received, reviewed, recommended, and approved in the order received. The advantage of an open funding cycle is that awards can be done timely as applications are made.

- Application Schedules
 - Applications opened immediately and can be awarded through the end of the FY2026 budget.
- Tier Flexibility:
 - The Board may consider any unfunded Tier 3 or Tier 2 application for an alternate Tier award if funds are available.
- **Targets** (duplicated from last grant year):
 - The Board recognizes specific challenges to those properties not in close proximity to the water main, which bear an unbalanced cost when required to install a water line connection under Cass Avenue for sprinkler systems. These properties on the east side of Cass Avenue have previously been accommodated with an increase in available funding match from a base of 25% (Tier 1) ,35% (Tier 2), and 40% (Tier 3) to an amount of 50% for all fire life safety improvements.
 - Specific to the costs related to the water line installation (materials and labor), FY2026 shall target a match at a higher percentage of 75%. The funding of a water line at 75% and other fire life safety improvements at 50% for properties on the east side of Cass Avenue is intended to motivate the installation of sprinkler systems where costs otherwise make projects financially unfeasible.
 - Additionally, coordinating a water line installation between two adjacent properties can promote cost sharing to further reduce the financial burden. Each of the properties may apply for separate grant funding, subject to grant award maximums for each application.
- Approval Procedures
 - Approval procedures will generally follow those as described in the DIP Manual. Funds may be awarded to any Tier on a first come, first served basis.
 - The Board may make conditional awards to any project that must obtain approval by the Planning and Zoning Commission, subject to project revisions in compliance with any corresponding entitlement approval (Site Plan, Variations, Special Uses, etc.).
 - Conditional approval shall include a reasonable approval expiration to complete the entitlement process.

EXHIBIT A

DOWNTOWN INCENTIVE PROGRAM (“DIP”) ANNUAL BUDGET AND ACTIVITY TARGETS FY2026 - FLS (Fire Life Safety Targets)

FY2026:

The funding cycle for the FY2026 DIP shall run from the date of this Annual Budget and Activity Targets adoption to the end of the fiscal year, December 31, 2026.

BUDGETED TIER FUNDING: Total budgeted for Tiers 1, 2 and 3: \$125,000.00

GRANT FUNDING CYCLE:

Tiers 1, 2 and 3: Open funding cycle on a first come, first served basis provided funds are available.

FY2026 TARGETS:

The Board recognizes specific challenges to those properties not in close proximity to the water main, which bear an unbalanced cost when required to install a water line connection under Cass Avenue for sprinkler systems. These properties on the east side of Cass Avenue have previously been accommodated with an increase in available funding match from a base of 25% (Tier 1) ,35% (Tier 2), and 40% (Tier 3) to an amount of 50% for all fire life safety improvements.

Specific to the costs related to the water line installation (materials and labor), FY25(B) shall target a match at a higher percentage of 75%. The funding of a water line at 75% and other fire life safety improvements at 50% for properties on the east side of Cass Avenue is intended to motivate the installation of sprinkler systems where costs otherwise make projects financially unfeasible.

Additionally, coordinating a water line installation between two adjacent properties can promote cost sharing to further reduce the financial burden. Each of the properties may apply for separate grant funding, subject to grant award maximums for each application.

APPLICATION SCHEDULE:

All applications can be accepted and processed immediately.

APPROVAL PROCEDURES:

Approval procedures will generally follow those as described in the DIP Manual. Funds may be awarded to any Tier on a first come, first served basis.

The Board may make conditional awards to any project that must obtain approval by the Planning and Zoning Commission, subject to project revisions in compliance with any corresponding entitlement approval (Site Plan, Variations, Special Uses, etc.).

Conditional approval shall include a reasonable approval expiration to complete the entitlement process.

EXHIBIT A

TIER 1 PROGRAM PARAMETERS:			
Min Project Total Cost	\$5,000	(combined activities)	
Max Grant (per application)	\$20,000		
Repayment/Clawback	None		

Funded Activities	Type	% Base Funded	% Cap Match*
Facade Improvements	Any	20%	50%
Signage	Any	10%	30%
ADA (exterior)	Exterior Entry Accessibility	25%	
Fire Life Safety	Any (excluding water line exception below)	25%	50%
New or Upgraded Water Line Installation when required for sprinkler system	Costs limited to materials and labor for properties on the East Side of Cass Avenue	75%	

Incentive Bonus *	Type	Add % Match
Facade Improvements	Exterior Lighting	5%
	Brick / Stone	10%
	Architectural Detailing (improvements that contribute to a creative design, and higher quality interest in the building façade)	15%
Signage	Backlit Wall	10%
	Projecting	10%
Fire Life Safety (Any)	East Side of Cass	25%

* To achieve the maximum percentage match, the applicant would need to apply for all incentive bonuses. For example, for a façade improvement the maximum grant is 20% of project cost. With all bonuses applied for, the maximum grant will be increased to 50% of the project costs.

EXHIBIT A

TIER 2 PROGRAM PARAMETERS:			
Min Project Total Cost	\$25,000	(combined activities)	
Max Grant (per application)	\$50,000		
Repayment/Clawback	None		

Funded Activities	Type	% Base Funded	% Cap Match*
Facade Improvements	Any	20%	50%
Signage	Any	10%	30%
ADA (exterior)	Exterior Entry Accessibility	25%	
Fire Life Safety	Any (excluding water line exception below)	35%	50%
New or Upgraded Water Line Installation when required for sprinkler system	Costs limited to materials and labor for properties on the East Side of Cass Avenue	75%	
ADA (interior)	Bathrooms	20%	
Code Compliance Update	Electric / Plumbing	10%	
Parking Lot	Any	20%	50%
Stormwater	Best Management Practices	50%	

Incentive Bonus *	Type	Add % Match
Facade Improvements	Exterior Lighting	5%
	Brick / Stone	10%
	Architectural Detailing (improvements that contribute to a creative design, and higher quality interest in the building façade)	15%
Signage	Backlit Wall	10%
	Projecting	10%
Fire Life Safety (Any)	East Side of Cass	15%
Parking Lot	Landscape Areas	10%
	Lighting	10%
	Screening	10%
* To achieve the maximum percentage match, the applicant would need to apply for all incentive bonuses. For example, for a façade improvement the maximum grant is 20% of project cost. With all bonuses applied for, the maximum grant will be increased to 50% of the project costs.		

EXHIBIT A

TIER 3 PROGRAM PARAMETERS			
Min Project Total Cost	\$50,000	(combined activities)	
Max Grant (per application)	\$100,000		
Repayment/Clawback	Guarantee of Improvements (over \$50K)		
Funded Activities	Type	% Base Funded	% Cap Match*
Facade Improvements	Any	20%	50%
Signage	Any	10%	30%
ADA (exterior)	Exterior Entry Accessibility	25%	
Fire Life Safety	Any (excluding water line exception below)	40%	50%
New or Upgraded Water Line Installation when required for sprinkler system	Costs limited to materials and labor for properties on the East Side of Cass Avenue	75%	
ADA (interior)	Bathrooms	20%	
Code Compliance Update	Electric / Plumbing	10%	
Parking Lot	Any	20%	50%
Stormwater	Any	50%	
Rear Entry Facade Improvements	Any	20%	40%
Restaurant and other Food Service or Sales Equipment and Fixtures	Plumbing, HVAC, Refrigeration, and other fixtures that remain with building	50%	
Other Business Equipment	Any	10%	15%
Incentive Bonus *	Type	Add % Match	
Facade Improvements	Exterior Lighting	5%	
	Brick / Stone	10%	
	Architectural Detailing (improvements that contribute to a creative design, and higher quality interest in the building façade)	15%	
Signage	Backlit Wall	10%	
	Projecting	10%	
Fire Life Safety	Water Line / East Side of Cass	10%	
Parking Lot	Landscape Areas	10%	
	Lighting	10%	
	Screening	10%	
Rear Entry Improvements	200' to Public Lot	10%	
	Architectural Facade Detail	10%	
Business Equipment	Remains w/Building	5%	

EXHIBIT A

Sample Tier 1 Scorecard

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			
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	4	☐	
<i>Includes water line installation to east side of Cass*</i>	1	☐	
ADA	3	☐	
CORE ACTIVITIES SUBTOTAL			
<i>add subtotals</i>			
PROJECT SCORE TOTAL			
*Incentive activities must be verified to meet minimum standards.			

MASTER LICENSE AGREEMENT BETWEEN
RIPPLE FIBER ILLINOIS, LLC AND THE VILLAGE OF WESTMONT

This LICENSE AGREEMENT ("Agreement") made this _____ day of _____ 2025, between the Village of Westmont, an Illinois municipal corporation, with its principal offices located at 31 W. Quincy Street Westmont, Illinois 60559, hereinafter designated "Village", and Ripple Fiber Illinois, LLC, whose principal place of business is 6000 Fairview Rd., Suite 300, Charlotte, NC 28210, 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:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
ATTN: Legal Department

Courtesy Copy to:
Ripple Fiber Illinois, LLC
6000 Fairview Rd., Suite 300
Charlotte, NC 28210
ATTN: Government Affairs

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:

Ripple Fiber Illinois, LLC

By: _____

Name:

Title:

Date:



Village of Westmont, IL
Proposal and Agreement for
Managed Security Services
Managed Detection and Response (MDR)
Security Information and Event Management (SIEM)
Security Operations Center (SOC)

Powered by:



October 14, 2025

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

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

Glen,

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

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

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

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

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

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

Best Regards,

Kane Keirnan
Mindsight

Mindsight Overview

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

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

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

UncommonX Overview

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

Unparalleled visibility

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

Hyperconverged cybersecurity

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

Extensive experience

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



Meeting Village of Westmont, IL Requirements

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

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

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

24x7x365 Monitoring and Threat Detection

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

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

Incident Response and Remediation

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

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

Compatibility with All Standard Infrastructure

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

Cloud Detection and Response (CDR)

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

Vulnerability Management

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

Log Ingestion/Log Management and Analysis

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

Endpoint Detection and Response (EDR) Integration

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

Threat Intelligence and Analysis

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

Reporting and Communication

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

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

Data Privacy and Security

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

Solution Description

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

The UncommonX platform and application will provide the following capabilities:

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



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

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

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

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

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

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

TECHNICAL REQUIREMENTS

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

The technical requirements for this appliance are as follows:

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

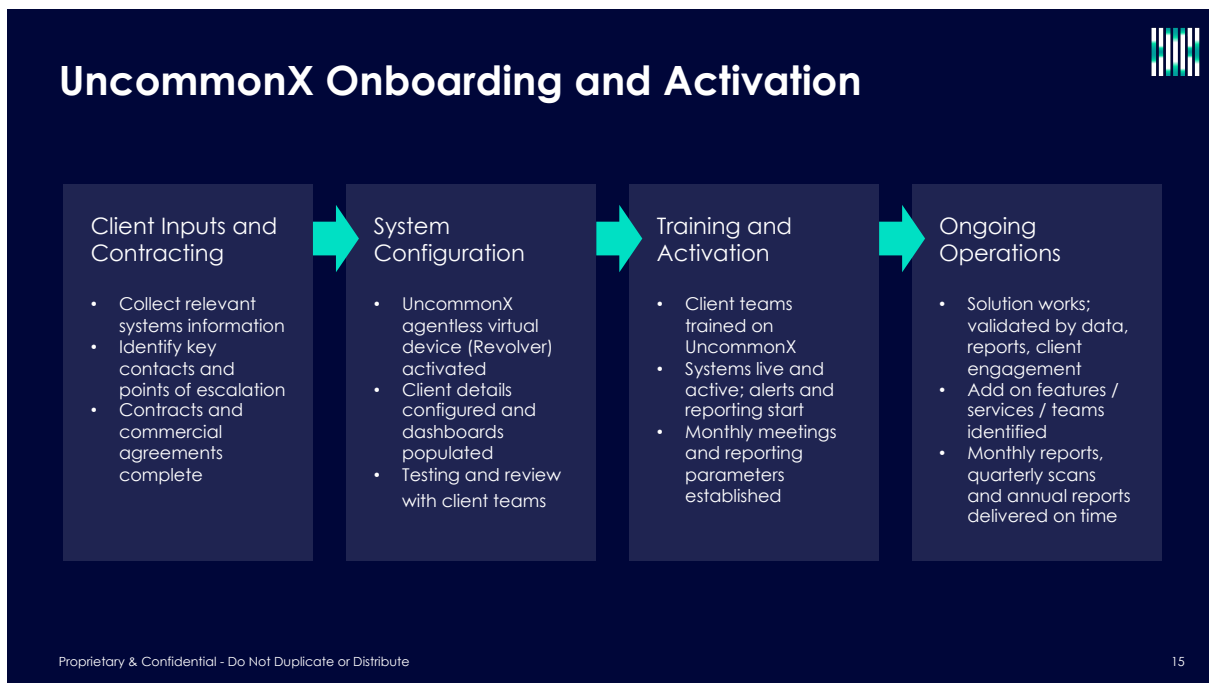
Once installed, the appliance is configured with 140+ standard “out of the box” integrations with existing security, network and cloud tools and applications. A few example integrations include:



Installation and Onboarding

INSTALLATION, CONFIGURATION, ACTIVATION and ONGOING SERVICES

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



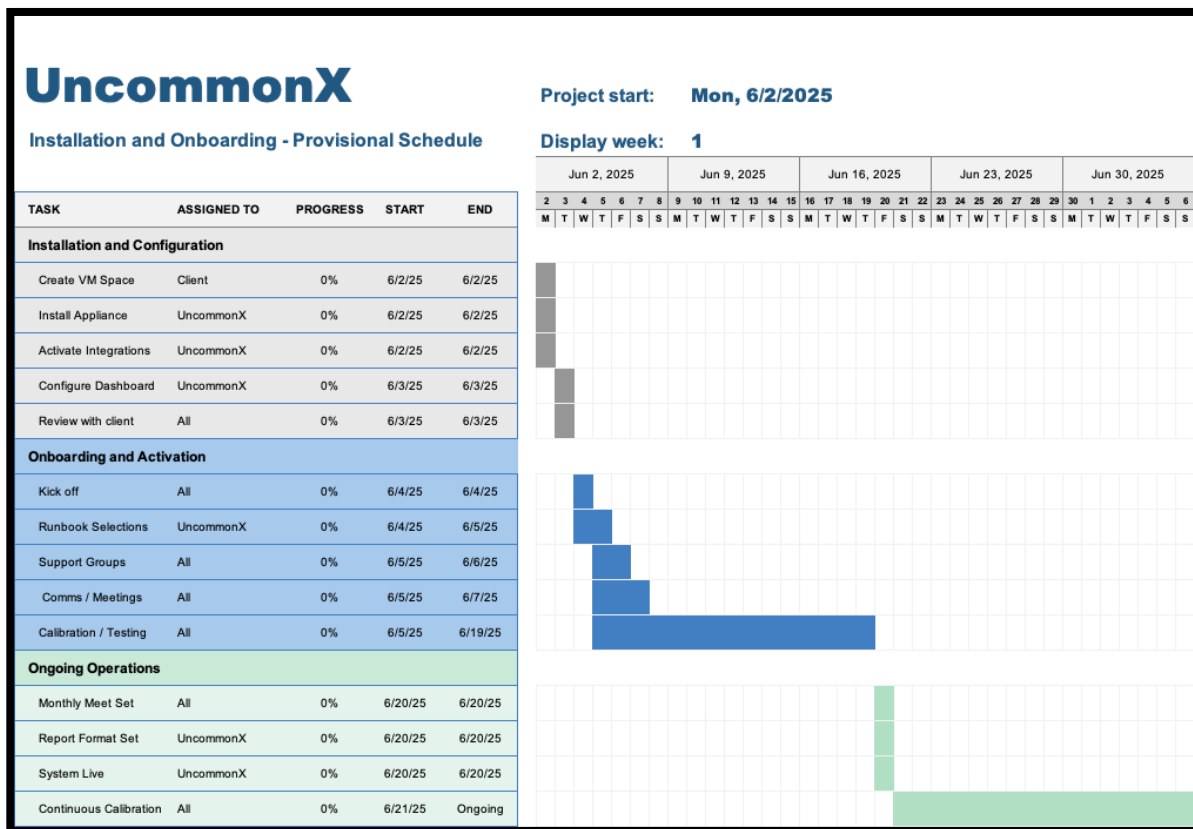
PROVISIONAL SOLUTION DEPLOYMENT SCHEDULE

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

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

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

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



Competitive Differentiators

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

State and Local Government References

ELKHART COUNTY GOVERNMENT, IN

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

BROWN COUNTY GOVERNMENT, WI

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

CITY OF GARY, IN

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

LANGLADE COUNTY, WI

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

KENOSHA COUNTY, WI

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

Order Form

Customer: Village of Westmont, IL

Solution: UncommonX MDR, SIEM, and SOC (Level 1)

Term of Subscription: 36 Months

MANAGED SECURITY SOLUTION – Onboarding, Licenses, and SOC Services

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

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

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

Village of Westmont, IL

Signature	Name	Title	Date
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Mindsight:

Signature	Name	Title	Date
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UncommonX:

Signature	Name	Title	Date
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Terms and Conditions

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

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

EFFECTIVE DATE AND SCOPE

Effective Date

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

Scope of Agreement

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

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

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

ORDER FORM/STATEMENT OF WORK/SCHEDULES

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

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

Order Form

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

Statement of Work

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

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

Change Orders

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

FEES AND PAYMENT TERMS

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

Managed Services

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

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

Payment Terms

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

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

REPRESENTATIONS AND WARRANTIES

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

PERSONNEL

Sub-Contractors

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

Non-Solicitation

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

CONFIDENTIALITY

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

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

The receiving party shall:

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

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

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

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

LIMITS OF LIABILITY

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

MISCELLANEOUS TERMS

Taxes and or Shipping Charges

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

Waiver

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

Force Majeure

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

Severability

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

Entire Agreement

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

Applicable Law

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

Binding Effect

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

Indemnification

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



Business Challenge

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

Business Impact

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



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

Exposure Management

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

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

5 Key Building Blocks

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

Proactive Exposure Management, Powered by AI

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



The Role of AI in Exposure Management

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



Enhances asset discovery and profiling, automating data collection and analysis.



Prioritizes vulnerabilities based on real-world impact.



Detects behavioral anomalies faster, reducing the time to respond.

Delivering Value Through Innovation

Our AI-powered Exposure Management Platform offers clients:

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

NVIDIA Inception Program

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



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

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