



Village Board Meeting December 8, 2016 6:00 p.m.

1. Call To Order
2. Roll Call
3. Pledge Of Allegiance
4. Open Forum

Participants are advised that the Open Forum procedure is a privilege and should not be abused. Upon completing an Open Forum request form and submitting it to the Village Clerk before the commencement of the meeting, participants will be recognized and given a chance to speak. The time limit to speak is 3 minutes. If deemed necessary by the Village Board, the matter may be referred to Village Staff or may be placed on a future agenda for Board consideration.

All participants are expected to exercise common courtesy and follow any rules of order established or announced by the Village Board and/or Mayor. Candidates for local public office may not use this forum for campaign purposes.

5. Reports

- a. Board Reports

- Mayor
- Clerk
- Attorney
- Manager
- Trustees

*Background Of
Subject Matter*

*

Type

Discussion Only

6. Public Hearing

- a. Property Tax Levy Hearing

Board to conduct a public hearing regarding the property tax levy.

*Background Of
Subject Matter*

Because the proposed levy is such a small increase, the board is not legally required to publish notice in the paper or hold a public hearing. However, in the interest of transparency the Board chose to publish a notice and hold this hearing.

*Additional
Background*

The proposed total levy is in the amount of \$8,546,430. It is expected this levy will generate closer to \$8,252,643.

Type

Discussion Only

Budgeted

Other

*Budgeted
Explanation*

This levy will impact the FY 2017-18 Budget

Documents:

[2016 SUMMARY - PROPOSED PROPERTY TAX LEVY.PDF](#)

7. Items To Be Removed From Consent Agenda

8. Consent Agenda (Omnibus Vote)

a. Village Board Minutes

i. Board Meeting Minutes

Board to consider approving the minutes of the Village Board Meeting held on November 10, 2016.

<i>Background Of Subject Matter</i>	Required parliamentary procedure
<i>Type</i>	Motion

Documents:

[2016-11-10 VILLAGE BOARD MEETING MINUTES.PDF](#)

b. Finance Ordinance

i. Finance Ordinance #15

Total to be announced at the meeting.

<i>Background Of Subject Matter</i>	*
<i>Type</i>	Ordinance

ii. October Financial Report

Board to consider a motion to accept the financial report submitted for the month of October 2016.

<i>Background Of Subject Matter</i>	*
<i>Type</i>	Motion

Documents:

[OCTOBER 2016 FINANCIAL REPORT MEMO.PDF](#)

[MONTHLY REVENUE AND EXPENSE SUMMARY 2016-10.PDF](#)

c. Purchase Orders

i. PO 11040358

Westmont Fire Department 2% Association \$31,330.30

<i>Background Of Subject Matter</i>	Foreign fire insurance tax passthrough
<i>Additional Background</i>	This is included in the Finance Ordinance, which will be approved simultaneously with the purchase order.
<i>Type</i>	Purchase Order

Budgeted Yes

Documents:

[PO 11040358.PDF](#)

- ii. **PO 11040511**
Identatronics \$24,803.75

Background Of Subject Matter Timeclock Software

Type Purchase Order

Budgeted Yes

Documents:

[PO 11040511.PDF](#)

- iii. **Total Of Purchase Orders**
\$56,134.05

Background Of Subject Matter *

Type Purchase Order

- d. **Total Of Purchase Orders And Finance Ordinance #15**
Total to be announced at the meeting.

Background Of Subject Matter *

Type Motion

9. **Unfinished Business**

10. **New Business**

- a. **8 1/2 N Cass Ave - Clemens Enterprises**
Board to consider an ordinance approving a Development Permit request to allow the operation of an insurance office in the B-1 Limited Business District.

Background Of Subject Matter Applicant requests to operate an insurance office in a tenant space previously used as a book store. Parking has not been an issue at this location & use will fill a downtown vacancy in the Central Business TIF District. Staff recommends approval.

Type Ordinance

Documents:

[CLEMENS SUBMITTAL.PDF](#)

- b. **31 N Cass Ave - Maura's Mediterranean Restaurant**
Board to consider an ordinance approving a Downtown Development Grant request in the amount of \$5000 from Dr. Alhussaini in the B-1 Limited Business District.

Background Of Subject Matter	Property owner requests grant assistance with the cost of replacing storefront doors & glass, & a new awning to identify his restaurant. Exterior facade improvements are eligible for a matching grant of up to \$5000, or 50%, whichever is less.
Recommendation	The facade improvements meet adopted Downtown Design Guidelines and staff recommends approval.
Type	Ordinance

c. **6004B And 6006 S Cass Ave - Sunshine Montessori**

Board to consider an ordinance approving a Special Use permit request to expand an existing school in the B-2 General Business District.

Background Of Subject Matter	Sunshine Montessori requests to expand its existing school into an adjacent tenant space. Landlord is required to install a sprinkler system by 2018 (a previous condition of occupancy). Planning & Zoning Commission unanimously recommended approval.
Type	Ordinance

Documents:

[6004B AND 6006 S CASS SUNSHINE MONTESSORI SPECIAL USE.PDF](#)

d. **1801 35th St - Mayslake Village**

Board to consider an ordinance approving a request for Site and Landscaping Plan approval to allow for additional parking.

Background Of Subject Matter	Mayslake Village is requesting the expansion of 4 parking areas through the site to add 128 parking spaces, using permeable pavers. Board approved temporary pervious parking in 2015, with the understanding that permanent parking would be forthcoming.
Additional Background	Planning & Zoning Commission recommended additional buffering to Tartan Lakes, & noted the site appears over parked & could be better served with a parking garage. Landscaping & curbs have been added to the plans to address Commission & staff comments.
Type	Ordinance

Documents:

[1801 35TH STREET MAYSLAKE PARKING LOT EXPANSION.PDF](#)

e. **4 E Ogden Ave - Catalyst Exhibits**

Board to consider an ordinance approving the following requests for a TCF Bank ATM at 4 East Ogden Avenue:

1. Special use permit request to operate an accessory drive-in facility for an existing TCF bank
2. Special use permit request to operate an on-premise ATM
3. Zoning code variance request to allow an ATM structure within the front yard setback
4. Site and landscaping plan approval

Background Of Subject Matter Planning & Zoning Commission held a public hearing regarding this proposal on November 9 & discussed the visibility and location of the ATM, the hardiness of the landscaping, and future snow removal in this section of the parking lot.

Recommendation Commission made a positive recommendation regarding these requests. A landscaping inspection for the existing site will be part of the final approvals process to ensure the Ogden Avenue corridor is maintained with the new development request.

Type Ordinance

Documents:

[4 E OGDEN TCF ATM SPECIAL USES AND VARIANCES.PDF](#)

f. **Establishment Of Sycamore Run Subdivision SSA**

Board to consider an ordinance establishing the Sycamore Run Subdivision Special Service Area in the Village of Westmont.

Background Of Subject Matter In January 2016 the Board adopted an ordinance proposing to create the Sycamore Run SSA to partially fund the St. Joseph's Creek stream bank stabilization & restoration project. A public hearing was held on 3/31/2016. No statutory objections were filed.

Additional Background The next step in this process is to adopt an ordinance which establishes this SSA, & then adopt an ordinance authorizing a tax levy to implement these assessments. 9 properties will be assessed \$1,000.00 per year for 5 years.

Recommendation Approve

Type Ordinance

Documents:

[2016-SYCAMORE RUN SSA.PDF](#)

g. **Tax Levy For Sycamore Run Subdivision SSA**

Board to consider an ordinance adopting a Tax Levy for the Village of Westmont's Sycamore Run Subdivision Special Service Area.

Background Of Subject Matter Once a special service area is established, the next step is to adopt a Tax Levy Ordinance so that the assessments may be levied against the properties within the SSA.

Additional Background The 9 properties will be assessed \$1,000.00 each, and this charge will appear on their real estate tax bill.

Recommendation Approve.

Type Ordinance

Documents:

[2016 - SYCAMORE RUN SSA TAX LEVY.PDF](#)

h. **Property Tax Levy**

Board to approve an ordinance adopting the 2016 Tax Levy Ordinance in the amount of \$8,546,430.

Background Of Subject Matter As discussed previously, the Tax Cap law allows revenues to increase by CPI (0.7%) & new growth, which we expect to capture by levying a 4.29% increase. We expect an increase in police pension expense of \$169,000 and a revenue increase of about \$67,000.

Additional Background This means we expect the general revenues will be cut by approximately \$100,000. The attached shows current levels and 2 sections. The proposal is to levy "2016 Levy" (Green Column), to get "2016 Expected" (Blue Column).

Recommendation Staff recommends approval

Type Ordinance

Budgeted Other

Budgeted Explanation This levy will impact the FY 2017-18 Budget

Documents:

[2016 SUMMARY - PROPOSED PROPERTY TAX LEVY.PDF](#)
[2016 TAX LEVY ORDINANCE.PDF](#)

i. Abatement Of Taxes

Board to consider an ordinance abating the taxes heretofore levied for the year 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2013A and its General Obligation Bonds (Alternate Revenue Source), Series 2013B of the Village of Westmont, DuPage County, Illinois.

Background Of Subject Matter The Village issued alternate revenue bonds in 2013. These bonds are intended to be funded by revenue sources other than property taxes. To keep the bonds off of the property taxes, the Village must abate the debt payments for those bonds each year.

Recommendation Staff recommends approval.

Type Ordinance

Budgeted Yes

Documents:

[2016 ABATEMENT ORDINANCE-MINUTES.PDF](#)

j. 2016 WFD Declare Surplus Property

Board to consider an ordinance declaring Fire Department Tower Ladder Truck 1839 and Engine 1832 as surplus property.

Background Of Subject Matter Tower Ladder Truck 1839, VIN #4P1CT02E22A002737 a 2002 Quantum, and Engine 1832, VIN #4P1CT02U0YA000145 a 1999 Pierce Sabre, have outlived their useful lives, are outdated, pose a risk to use, or are otherwise not economically maintainable.

Additional Background The trucks will be sold, donated, or scraped as appropriate. If sold, the trucks will not be released to a new owner until the Department's new vehicles are received and placed in service. Advertising sale in advance may optimize sale price.

Recommendation Approve.
Type Ordinance

k. **Amend Sec.54-32 Of The Code Of Ordinances**

Board to consider an ordinance to amend Sec.54-32. of the Westmont Code of Ordinances to increase the number of sergeants by one to total eight, and decrease the number of patrol officers by one to total 33.

Background Of Subject Matter *
Type Ordinance

l. **East Richmond Water Main Project Phase 2**

Board to consider an ordinance authorizing an Engineering Service Agreement from Baxter and Woodman for the East Richmond Water Main Project Phase 2 and Street Improvement Project.

Background Of Subject Matter The agreement is for both Design & Construction Engineering Services. This phase of the project is from Wilmette Street to Cass Avenue on East Richmond.
Additional Background Request to appropriate \$76,800 for design services and \$78,750 for construction services for a total engineering cost of \$155,500.
Type Ordinance
Budgeted Yes

Documents:

[2016-11-30 BAXTER WOODMAN EAST RICHMOND PHASE 2.PDF](#)

m. **Village Of Westmont In Lieu Of Surety Bond For IDOT**

Board to consider a resolution to the Illinois Department of Transportation for the years 2017 and 2018 that the Village of Westmont hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of all permits granted by the department.

Background Of Subject Matter This resolution is acceptable in lieu of surety bond for municipal employees to perform permit work in the State rights-of-way.
Recommendation Approval of the IDOT Resolution
Type Resolution
Budgeted Other

Documents:

[2016-12-08 - IDOTRESOLUTION.PDF](#)

n. **Hand Held Power Tools Agreement**

Board to consider an ordinance authorizing a Participation Addendum for Hand Held Power Tools and Accessories.

Background Of Subject Matter This Addendum allows the Village to participate in a multi-state purchasing agreement for hand held power tools & accessories.

Additional Background	The State of Oklahoma organized this purchasing program & allows multiple states & local jurisdictions to participate for advantageous pricing. The primary supplier is Snap-On Tools, with whom the Village already has a positive vendor relationship.
Recommendation	Approve. This Addendum will result in better pricing for the Village for this equipment.
Type	Ordinance

Documents:

[2016-12-8 NASPO PARTICIPATING ADDENDUM.PDF](#)

o. **Paid Time Off (PTO) Bank - Part Time Employees Policy**

Board to consider an ordinance adding Section 62-105 - Paid Time Off (PTO) Bank - Part Time Employees Policy to the Personnel Code of Ordinances.

Background Of Subject Matter	Staff presented research to the Administration Committee and recommended that some portion of paid time off be offered to part-time employees. The committee supported staff's recommendation.
Additional Background	This policy explains who is eligible and how the PTO will be administered.
Type	Ordinance

Documents:

[2016 PAID TIME OFF POLICY - PART TIME EMPLOYEES.PDF](#)

p. **Holiday Policy - Revised**

Board to consider an ordinance approving revisions to Section 62-95 - Holidays of the Personnel Code of Ordinances.

Background Of Subject Matter	Staff presented research to the Administration Committee and recommended to provide a portion of paid holiday time off for part-time employees. The committee supported staff's recommendation.
Additional Background	Language was added to this policy to address the recommendation. The additional revision is a correction to accurately reflect practice.
Type	Ordinance

Documents:

[2016 DRAFT SEC 62-95 HOLIDAYS.PDF](#)

q. **P-Card / Credit Card Policy**

Board to consider an ordinance approving the following:

1. Amending the special uses under which a corporate credit card or purchasing card may be used.
2. Authorizing the staff to approve future changes to the credit card/purchasing card policy.

Background Of Subject Matter In 2007 the Village Board approved by motion, a recommendation to obtain a corporate credit card for approved special use purposes which were presented at that time. Due to a changing business climate and new technologies, those purposes have changed.

Additional Background This ordinance would amend that policy and treat it like most other policies where staff is authorized to amend the policy in the future. Of course, like all finance-related policy, policy changes would be discussed with the Finance Committee.

Type Ordinance

Budgeted N/A

Documents:

[CORPORATE CREDIT AND PURCHASING CARD POLICY 2016-12-08.PDF](#)

r. **Travel And Expense Policy**

Board to approve an ordinance adopting the amended travel and expense policy.

Background Of Subject Matter The Local Government Travel Expense Control Act, Public Act 99-604, requires specific items be added into the Village's travel and expense policy including a specific exclusion of entertainment expenses and a threshold for Village Board approval.

Additional Background The Finance Committee of the Village Board discussed the issue and identified additional items to be included in the policy to mirror our current practices.

Type Ordinance

Budgeted N/A

Documents:

[DRAFT TRAVEL EXPENSE POLICY 2016-12-08.PDF](#)

s. **Time Clock And Scheduling System Agreement**

Board to approve an ordinance approving an agreement with Identatronics to purchase a replacement time clock and scheduling system for all Village Departments.

Background Of Subject Matter This vIDix LABOR & vIDix SCHEDULER Cloud-SaaS will replace a 10 year old time clock system that is at the end of its useful life.

Type Ordinance

Budgeted Yes

Documents:

[BKC CLOUD SERVICES-SAAS BACKUP PROCEDURES.PDF](#)

[DATABANK GAP LETTER CONS.PDF](#)

[SOC 1 TYPE 2 REPORT DFWMSP1 2015 FINAL.PDF](#)

[VILLAGE OF WESTMONT VIDIX LABOR AND VIDIX SCHEDULER CLOUD SAAS](#)

t. **Scheduling System For Fire Department**

Board to approve an ordinance approving an agreement with PACE Systems to provide a scheduling system for Westmont Fire Department.

Background Of Subject Matter	This system will replace a system that is over 20 years old and is no longer supported.
Type	Ordinance
Budgeted	Yes

Documents:

[PRIVACY POLICY.PDF](#)

[SECURITY STATEMENT.PDF](#)

[TERMSCONDITIONS.PDF](#)

[UPTIMERELIABILITY.PDF](#)

[WESTMONT FD ONLY PACE SCHEDULER QUOTE FP 112916.PDF](#)

11. **Miscellaneous**

12. **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.

13. **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 5:00 P.M. Monday through Friday, Village of Westmont, Illinois, 60559; or telephone (630) 981-6210 voice, within a reasonable time before the meeting.

Village Proposed Aggregate Levy Summary

Levy Line Item	2015 Levy		2016 Levy (6% Increase in EAV)		2016 Expected (6% Increase in EAV)	
	Rate	Extension	Rate*	Levy	Rate*	Extension
IMRF	0.1031	774,977	0.0827	663,000	0.0811	650,000
Police Pension	0.2741	2,060,341	0.2837	2,274,600	0.2782	2,230,000
Liability	0.0459	345,019	0.0439	351,900	0.043	345,000
Social Security	0.0533	400,643	0.0856	686,154	0.0839	672,700
Ambulance	0.2087	1,568,746	0.1854	1,486,462	0.1746	1,400,000
Medicare	0.0160	120,268	0.0200	160,548	0.0196	157,400
Fire	0.1442	1,076,876	0.1302	1,036,642	0.1205	959,000
Total Village	0.8453	6,346,869	0.8315	6,659,306	0.8009	6,414,100
% Increase				104.92%		101.06%
Library	0.2414	1,814,543	0.2354	1,887,124	0.2293	1,838,543
Grand Total	1.0867	8,161,412	1.0669	8,546,430	1.0302	8,252,643
Net General Fund Change		0		(115,636)		(286,641)
% Increase				104.72%		101.12%
Impact to Average Household						
House Value		300,000		300,000		300,000
EAV		100,000		100,000		100,000
Total Village Cost		845		832		801
Annual Change				-\$14		-\$44

* Rates are estimates only. Actual rates will not be available until March

Clerk's Office
Village of Westmont

MINUTES OF THE BOARD MEETING HELD **Thursday, November 10th, 2016.**

Mayor Gunter called the meeting to order at **6:01 P.M.**

WESTMONT VILLAGE BOARD MEETING ROLL CALL:

PRESENT: Mayor Gunter P Clerk Szymiski P

TRUSTEES: Addington P Barker P
Barry P Guzzo P
Liddle P Nero P

STAFF:

May (Village Mgr) <u>P</u>	Parker (Finance Director) <u>P</u>	Ziegler (Community Development Director) <u>P</u>
Crane (H.R. Director) <u>A</u>	McIntyre (Communications Director) <u>P</u>	Liljeberg (I.T. Manager) <u>P</u>
Chief Gunther (Police Dept.) <u>P</u>	Dep Chief Brenza (Police Dept.) <u>A</u>	Dep Chief Gruen (Police Dept.) <u>P</u>
Chief Weiss (Fire Dept.) <u>A</u>	Dep. Chief Riley (Fire Dept.) <u>A</u>	Dep. Chief Connelly (Fire Dept.) <u>P</u>
Ramsey (P.W. Director) <u>P</u>	Noriega (P.W. Asst Director) <u>A</u>	Hennerfeind (Village Planner) <u>A</u>

ATTORNEY: Zemenak P Perez A

A QUORUM WAS PRESENT TO TRANSACT BUSINESS.

PRESS:

Chicago Tribune A Independent: Daniel Smrokowski A
Bugle A

CHAMBER OF COMMERCE DIRECTOR: Forsberg - A

VISITORS: None

THOSE PRESENT RECITED THE PLEDGE OF ALLEGIANCE.

Mayor welcomed everyone to the meeting

OPEN FORUM:

- Frank Trout, 328 North Wilmette Street, invited everyone to the American Legion Veterans Memorial Service at Ty Warner Park on November 11, 2016 at 11:00 a.m.

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

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

VOTING SUMMARY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
TRUSTEE ADDINGTON	<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 BARKER	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE BARRY	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
TRUSTEE NERO	<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>9</u>	<u>10</u>	<u>11</u>					
TRUSTEE ADDINGTON	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE BARKER	<u>Y</u>	<u>A</u>	<u>A</u>					
TRUSTEE BARRY	<u>Y</u>	<u>A</u>	<u>A</u>					
TRUSTEE GUZZO	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE LIDDLE	<u>Y</u>	<u>Y</u>	<u>Y</u>					
TRUSTEE NERO	<u>Y</u>	<u>Y</u>	<u>Y</u>					

REPORTS

Mayor Gunter

- First report item announced that the last item on the agenda is the kick off for the 95th anniversary, unveiling the 1st mural honoring the Village incorporation.
- Invited Police Chief Gunther to give out the Customer Service Award to Sergeant Gomorzak for his community outreach.
- Chief Gunther returned to the podium to swear in Sergeant Gruen to Deputy Chief and Officer Borgardt to Sergeant. Deputy Chief Gruen thanked his family, Chief Gunther, the men and women of the Westmont Police Department, retired Chief Mulhearn, Manager May, Mayor Gunter, and the Board. Sergeant Bogardt thanked his family, all the officers who have helped him during his training, and the Board of Fire and Police Commission.
- Showed the plaques, personal and traveling, that Clerk Szyski was presented with by the Municipal Clerks of Illinois for the Ilion Crabel Member of the Year award as the best professional clerk in the State of Illinois. Mayor again congratulated Clerk Szyski.

Clerk Szymski

- 5K race sponsored by the Rotary during Holly Days Small Business Saturday, has sign up on the Rotary website and the Park District website.
- Deputy Clerk Alicja Richards gave birth to a baby boy, Benjamin, on her due date of November 1st.
- Village Hall will be closed to the public tomorrow for Veterans Day.

Attorney Zemenak

- Nothing

Village Manager May

- Nothing

Trustee Barry

- Reviewed the Public Works meeting that was held earlier in the day.
- Environmental Improvement Commission programs are ongoing.
- Downers Grove Township will continue their recycling program on the third Saturday of the month.

Trustee Liddle

- Reminded everyone of the Holly Days events, check out the events on the Park District website.
- Invited Steve Golembiewski of the Park District to present the Westmont Chamber of Commerce and Tourism Scarecrow Contest:
 - Record breaking year with 1200 votes and 24 entries
 - People's Choice Award - 1st Midwest Bank
 - Expression Dance Studio
 - Westmont Fire Department
 - Prizes donated by L&F Pizza
- Steve announced all the Park District's Holly Days Events and the Small Business Saturday events between the Chamber of Commerce and Tourism Bureau and the Westmont Park District: performances, parade, and tree lightening in Mary Egan Park.
 - Trustee Addington remarked that the kick off is Sunday, November 20th with the Craft Show and Lion's Pancake Breakfast.
 - The Mayor remarked that this was a true community event between all members of the Village: various departments, the Library, the community groups, and the Park.

Trustee Addington

- Strategic Plan Implementation is being tied into the 2017/18 budget.
- Economic Development Committee is scheduled for December 7th at 9:00a.m.
- Winners of the Peace Poster Contest, 1st place winners received \$50.00:
 - Abby, 6th grade at Westmont Junior High School
 - Ken, 6th grade at Holy Trinity
 - Samara, second time winner

Trustee Nero

- Next Public Safety Committee meeting is schedule for December 8th.

Trustee Barker

- Westmont First meeting is at the Library on November 21st.

- Food Bags passed out for the PRC has been outstanding. Bags can be returned to the PRC or at the Holly Days Parade.

Trustee Guzzo

- Reviewed today's Finance Committee meeting.

ITEMS TO BE REMOVED FROM CONSENT AGENDA:

- Item E, the World Pancreatic Cancer Proclamation was requested to be removed by Trustee Addington.

(1) CONSENT AGENDA [Omnibus Vote]:

Village Manager May addressed the Board on this agenda item.

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

(A) VILLAGE BOARD MINUTES:

Board to consider approving the minutes of the Village Board Meeting held on October 27, 2016.

(B) FINANCE ORDINANCE # 14: Dated **November 10, 2016**, in the amount of **\$ \$ 1,318,370.55**

(C) PURCHASE ORDERS:

11040354	TKB Associates	28,800.00
11040268	Public Safety Direct	32,000.00
11040298	Preon Power	43,978.00
11040325	Compass Minerals America	110,000.00
11040284	Christopher B Burke Engineering West LTD	114,000.00
	Total of Purchase Orders	\$ 328,778.00

(C) COMMUNITY EVENTS

2016 Holly Days 5K & Parade

Board to consider an ordinance approving the following requests for the Westmont 2016 Holly Days celebration on November 26, 2016:

- Permit amplified sound in the downtown business district from 8:30am-8pm.
- Close the first block of West Quincy Street from 2p.m. to 9p.m. and Cass Avenue from Traube to 55th Street from 4:45 p.m. to 7:00 p.m. for the Frosty and Friends Night Parade and Tree Lighting Ceremony.

- Close off sections of several streets between Burlington Avenue and Traube, west of Cass Avenue from 8 a.m. to 10:30 a.m. for the Holly Days 5K Family Run/Walk.

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

VOTE ON MOTION #1

Ayes: Addington, Barry, Liddle, Barker, Guzzo, and Nero.

Nays: None.

Absent: None.

Present: None.

REMOVED FROM CONSENT AGENDA:

(2) PROCLAMATION - WORLD PANCREATIC CANCER DAY:

Consent agenda Item E was removed and voted on as #2; the World Pancreatic Cancer Proclamation was read by Manager May.

Motion by **Trustee Liddle** to approve the World Pancreatic Cancer Day Proclamation.

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

VOTE ON MOTION #2

Ayes: Liddle, Barry, Addington, Nero, Guzzo, and Barker

Nays: None.

Absent: None.

Present: None.

The Mayor invited resident Claudia Trapp, a volunteer for Pancreatic Cancer Awareness, to speak.

UNFINISHED BUSINESS

NEW BUSINESS

(3) RESOLUTION SUPPORTING THE RICHMOND EDUCATION GARDENS AND APIARY.

Board to consider a resolution supporting the Richmond Education Gardens and Apiary.

Community Development Director Ziegler and Arborist Jon Yeater addressed the Board on this item.

Motion by **Trustee Addington** to consider approving a resolution in support of the Richmond Education Gardens and Apiary.

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

VOTE ON MOTION #3

Ayes: Addington, Guzzo, Barker, Liddle, Barry, and Nero.

Nays: None.

Absent: None.

Present: None.

Westmont resident Erin, from Washington Street spoke in support of the project.

(4) AMENDED LICENSE AGREEMENT FOR WIDE OPEN WEST

Village Attorney John Zemanek addressed the Board on this item.

Motion by **Trustee Guzzo** to consider an ordinance authorizing an amended agreement with Wide Open West, LLC.

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

VOTE ON MOTION #4

Ayes: Guzzo, Addington, Liddle, Barker, Nero, and Barry.

Nays: None.

Absent: None.

Present: None.

(5) ENGINEERING AGREEMENT - NORTH WARWICK 400 BLOCK STORMWATER MANAGEMENT :

Public Works Director Mike Ramsey addressed the Board on this item.

Motion by **Trustee Nero** to consider an ordinance authorizing an engineering agreement with Christopher B. Burke Engineering for Design (Phase 1 & 2) Engineering Services for the North Warwick (400 block) Stormwater Management Project.

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

VOTE ON MOTION #5

Ayes: Nero, Barry, Liddle, Barker, Guzzo and Addington

Nays: None.

Absent: None.

Present: None.

(6) PROPOSED AGGREGATE PROPERTY TAX LEVY.

Finance Director Spencer Parker addressed the Board on this item.

Motion by **Trustee Addington** to consider a motion determining the proposed aggregate tax levy.

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

VOTE ON MOTION #6

Ayes: Addington, Guzzo, Barker, Liddle, Barry, and Nero

Nays: None.

Absent: None.

Present: None.

(7) 2015-16 COMPREHENSIVE ANNUAL FINANCE REPORT

Finance Director Spencer Parker addressed the Board on this item.

Motion by **Trustee Addington** to consider an ordinance accepting the FY 2015-16 Comprehensive Annual Financial Report (CAFR).

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

VOTE ON MOTION #7

Ayes: Addington, Nero, Barker, Liddle, Barry, and Guzzo

Nays: None

Absent: None.

Present: None.

(8) 95TH ANNIVERSARY CELEBRATION:

Mayor Ron Gunter addressed the Board on this item.

- Communications Director Larry McIntyre was invited forward to give an introduction to the incorporation and the anniversary committee.
- Amy Quattrone of Community Unit School District 201 and Sandy Henricksen of Maercker School District 60 were introduced to present the Essay Contest winners:
 - Jackson Cossairt - Westmont Junior High School
 - Eileen Wisniowicz - Nazareth Academy
 - Natasha Shamarina-Ege - Miller Elementary School
 - Heather Sledzinski - Holy Trinity Catholic School
 - Samyuktha Viswanath - Miller Elementary School
 - Aryan Bahi - Westview Hills Middle School
 - Keshav Viswanath - Miller Elementary School
 - Sebrina Sebastian - Maercker Elementary School
 - Pranav Viswanath - Westmont Junior High School
- Communications Director Larry McIntyre announced that the first installment of the Westmont Historical Video Series will be posted on the Village website for viewing.



westmont.il.gov

Village Clerk's Office

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6220 Fax: 630-829-4441

- Trustee Bruce Barker was invited forward to discuss the mural project and unveil the first completed mural, featuring the years prior to incorporation. Artist Fanny ?????? discussed her work.
- Mayor Gunter asked everyone to enjoy refreshments in the community room.

MISCELLANEOUS:

(9) REQUEST FOR A MOTION FOR AN EXECUTIVE SESSION TO DISCUSS THE FOLLOWING MATTERS:

1. Meeting with an external auditor to discuss internal controls pursuant to Section 120/2(c)(29) of the Open Meetings Act; and
2. To discuss the purchase of real estate for the use of the Village pursuant to Section 2(c)(5) of the Open Meetings Act

Motion by **Trustee Nero** to consider a motion for the executive session.

Attorney Zemanek asked if there would be a recess first?
Mayor Gunter stated that there would be a recess first.

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

VOTE ON MOTION # 9

Ayes: Nero, Guzzo, Barker, Liddle, Barry and Addington

Nays: None.

Absent: None

Present: None.

MEETING RECESSED AT 7:40 P.M.

(10) ADJOURNMENT: Motion by **Trustee Addington** to adjourn the executive session.

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

VOTE ON MOTION # 10

Ayes: Nero, Guzzo, Liddle, and Addington

Nays: None.

Absent: Barry, Barker

Present: None.

(11) ADJOURNMENT: Motion by **Trustee Addington** to adjourn the meeting. Seconded by **Trustee Guzzo** and the motion passed.

VOTE ON MOTION # 11

Ayes: Nero, Guzzo, Liddle, and Addington



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Nays: None.
Absent: Barry, Barker
Present: None.

MEETING ADJOURNED AT 8:47 P.M.
ATTEST:

APPROVED:

Virginia Szymski, Village Clerk

Ronald J. Gunter, Mayor

Dated this 8th day of December, 2016.



FINANCE

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6230 Fax: 630-829-4440
westmont.il.gov | finance@westmont.il.gov

MEMORANDUM

DATE: November 30, 2016
TO: Westmont Village Board
FROM: Spencer Parker, Finance Director
SUBJ: October 2016 Financial Report

Based on our auditor's recommendation, we are including monthly financial reports as part of our consent agenda, so it is formally accepted by the Village Board. I have attached the monthly financial report for the prior month, and wanted to point out a few items of interest as you review the report.

In summary, we are in good financial shape, and are tracking about where we would expect to be at this point in the fiscal year.

At the end of October we are 6 months through the fiscal year, so our General Fund revenues and expenditures should be tracking about 50% of the budget.

As you can see from the top line, revenues in the general fund are currently at 45% of budget. As we have discussed previously, there are several sources of revenue including Sales and Income Tax which are paid in arrears, and we receive most property tax revenue in June and September. Additionally, some of our revenues are transfers or passthroughs that have not yet been booked. The last line on the report adjusts for all of these factors, and you can see that we are tracking at about 51% of our fiscal year operating budgeted revenues.

Our general fund expenditures total 42% of the budget, which is a little under our expected percentage. You will see that most of the departments are at or under 50%. The Police Department's total is a little overstated due to the police pension pass through; operating expenditures of the Police are about 44% of budget.

Our bond funds are 100% expended because of our planned work. Capital, and Stormwater funds have only expended a small amount this fiscal year due to timing of projects, and revenues are low because they are funded by transfers which have not been made, or taxes which are received in arrears. IMRF Fund revenue is at about 86% because it is funded by property taxes. Our SWBD and CBD TIF have brought in about \$63,310 and \$103,595 respectively, which is more than initially anticipated.

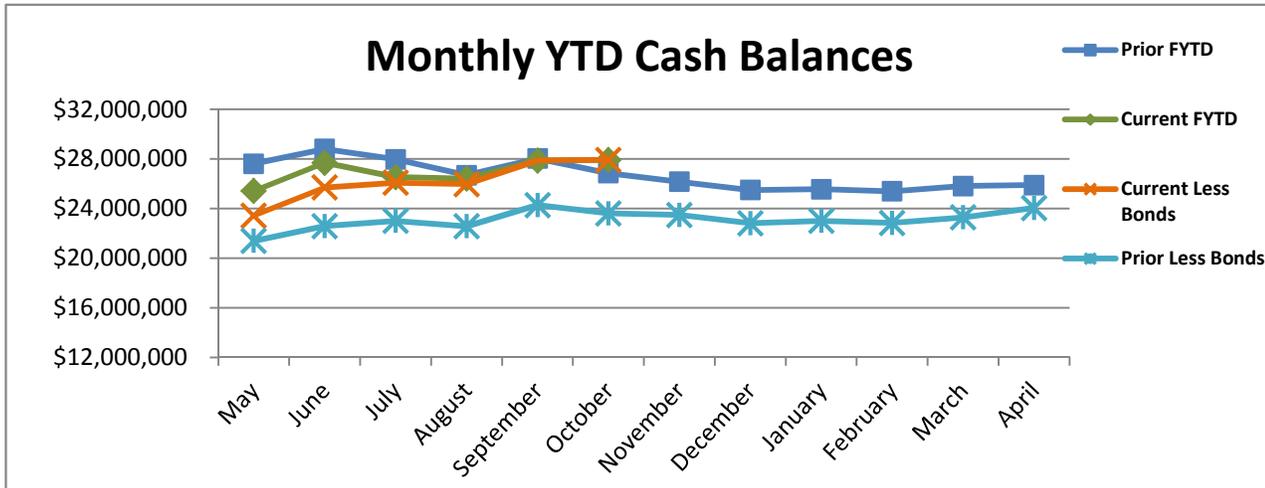
In the Treasurer's report you will notice that we have about \$1 million more than we had last year at this same time. As you can see from the chart, excluding the bonds, we are about \$4.3 million over where we were last year. Our general fund has about \$214,000 more than last year, and when this is combined with our Excess General Fund Balance, we are up about \$2.7 million. Our Bond funds are down from last year because of planned purchases, and our IMRF balance is less than last year due to the ERI payment.

Village of Westmont
Monthly Revenue & Expense Summary
FYTD October 31, 2016

	REVENUES		EXPENSES		NET	
	YTD	% Bud	YTD	Bud	Budgeted	YTD
01 GENERAL FUND	\$ 11,896,761	45%	\$ 11,074,524	42%	\$ 3,565	\$ 822,238
General & Administration	\$ 5,439,058	30%	\$ 2,106,179	27%	\$ 10,577,466	\$ 3,332,879
51111 Legislation	\$ 4,780,178	32%	\$ 157,728	19%	\$ 13,984,010	\$ 4,622,450
51116 Information Technology	\$ 107,128	25%	\$ 397,352	32%	\$ (811,272)	\$ (290,224)
51117 Community Development	\$ 475,845	71%	\$ 452,495	36%	\$ (583,749)	\$ 23,350
51210 Administration			\$ 290,623	43%	\$ (680,790)	\$ (290,623)
51127 Voluntary Committees			\$ 296	5%	\$ (6,500)	\$ (296)
51410 Finance	\$ 75,908	47%	\$ 267,686	50%	\$ (373,574)	\$ (191,778)
51213 Transfers	\$ -	0%	\$ 540,000	17%	\$ (950,660)	\$ (540,000)
Commissions	\$ -		\$ 15,347	27%	\$ (56,950)	\$ (15,347)
51122 Fire & Police Commission			\$ 6,333	18%	\$ (34,500)	\$ (6,333)
51123 Planning/Zoning Commission			\$ 9,014	40%	\$ (22,450)	\$ (9,014)
Police Department	\$ 2,582,864	88%	\$ 4,947,673	57%	\$ (5,814,897)	\$ (2,364,809)
52110 Administration	\$ 60,573	28%	\$ 604,146	46%	\$ (1,102,958)	\$ (543,573)
52121 Patrol	\$ 262,577	47%	\$ 1,887,373	44%	\$ (3,771,942)	\$ (1,624,796)
52130 Investigations	\$ 254,034	238%	\$ 450,474	43%	\$ (939,997)	\$ (196,439)
52190 Police Pension Pass Through	\$ 2,005,680	97%	\$ 2,005,680	97%	\$ -	\$ -
Fire Department	\$ 3,133,563	86%	\$ 2,241,486	44%	\$ (1,469,310)	\$ 892,077
52210 Fire Protection	\$ -	0%	\$ -	0%	\$ -	\$ -
52220 Suppression & Control	\$ 1,180,079	85%	\$ 1,002,496	42%	\$ (978,230)	\$ 177,584
52510 Ambulance & Paramedic	\$ 1,953,484	88%	\$ 1,237,654	47%	\$ (448,880)	\$ 715,830
52610 EMA			\$ 1,336	8%	\$ (17,200)	\$ (1,336)
52291 Fire Pension			\$ -	0%	\$ (25,000)	\$ -
Public Works	\$ 741,276	53%	\$ 1,763,839	38%	\$ (3,232,744)	\$ (1,022,564)
54210 Administration	\$ 1,210	101%	\$ 101,836	42%	\$ (244,105)	\$ (100,626)
54211 Facilities Maintenance			\$ 272,794	45%	\$ (607,996)	\$ (272,794)
54230 Street Operations	\$ 173,317	99%	\$ 723,277	34%	\$ (1,967,299)	\$ (549,959)
54240 Fleet Maintenance	\$ 107,274	32%	\$ 218,012	32%	\$ (348,744)	\$ (110,738)
54250 Health & Sanitation	\$ 459,474	53%	\$ 447,921	48%	\$ (64,600)	\$ 11,552
05 CONVENTION & TOURISM	\$ 436,655	64%	\$ 229,183	30%	\$ (90,451)	\$ 207,471
51112 Convention & Tourism	417,821	65%	217,325	34%	\$ 4,192	\$ 200,496
51113 Westmont Centre	18,834	50%	11,858	9%	\$ (94,643)	\$ 6,975
17 EMPLOYEE BENEFIT SICK TIME	\$ 8		\$ -		\$ -	\$ 8
20 DOWNTOWN PARKING FUND	\$ 14	1%	\$ -		\$ 1,930	\$ 14
25 VEHICLE REPLACEMENT FUND	\$ 4,824	1%	\$ 188,637	33%	\$ 301,790	\$ (183,813)
30 CAPITAL PROJECTS	\$ 178,635	8%	\$ 723,398	23%	\$ (729,010)	\$ (544,763)
31 BOND 2013 A (\$8.5 Million)	\$ 1,801		\$ 2,483,809	100%	\$ (2,493,756)	\$ (2,482,008)
32 BOND 2013 B (\$1.5 Million)	\$ -		\$ -	0%	\$ (36,273)	\$ -
33 STORMWATER INFR. FUND	\$ 418,030	32%	\$ 443,285	25%	\$ (468,037)	\$ (25,255)
41 WATER OPERATING FUND	\$ 3,757,420	46%	\$ 2,815,674	34%	\$ (212,659)	\$ 941,746
50 DEBT SERVICE FUND	\$ 991,086	100%	\$ 255,918	26%	\$ 885	\$ 735,168
61 MOTOR FUEL TAX FUND	\$ 252,047	33%	\$ 595,678	69%	\$ (87,100)	\$ (343,631)
62 IMRF/SOCIAL SECURITY FUND	\$ 1,261,536	86%	\$ 754,916	34%	\$ (787,075)	\$ 506,620
68 EXCESS GENERAL FUND BAL	\$ 5,374	3%	\$ -	0%	\$ (1,997,570)	\$ 5,374
82 TIF SWBD (1)	\$ 63,310	754%	\$ -	0%	\$ (1,600)	\$ 63,310
83 TIF CBD (2)	\$ 103,595	493%	\$ -	0%	\$ (14,000)	\$ 103,595
TOTAL	\$ 17,793,251	41%	\$ 16,382,011	33%	\$ (6,609,361)	\$ 1,411,240
Adjusted General Fund	\$ 11,017,600	51%	\$ 8,798,794	36%	\$ 3,565	\$ 2,218,807

**Village of Westmont
Treasurer's Report As of October 31, 2016**

Account Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
CASH	\$ 7,286,428	\$ 10,346,020	\$ (3,059,592)
CDs	\$ 2,476,000	\$ 130,552	\$ 2,345,448
POOLED INVESTMENTS	\$ 10,595,290	\$ 9,286,127	\$ 1,309,163
MONEY MARKET	\$ 3,500,000	\$ 3,500,000	\$ -
OTHER INVESTMENTS	\$ 4,064,602	\$ 3,586,118	\$ 478,484
TOTAL	\$ 27,922,320	\$ 26,848,818	\$ 1,073,502



Fund Name	Current FYTD Balance	Prior FYTD Balance	Increase/ (Decrease)
GENERAL	\$ 9,631,503	\$ 9,417,027	\$ 214,477
CONVENTION/TOURISM	\$ 1,601,641	\$ 1,254,230	\$ 347,410
EBST	\$ (71,740)	\$ (135,852)	\$ 64,112
DOWNTOWN PARKING	\$ 13,717	\$ 11,826	\$ 1,891
VRP	\$ 1,595,130	\$ 1,147,265	\$ 447,865
CAPITAL PROJECTS	\$ 2,473,252	\$ 2,783,818	\$ (310,565)
WATER	\$ 2,290,806	\$ 1,942,162	\$ 348,644
DEBT SERVICE	\$ 1,477,002	\$ 1,299,943	\$ 177,059
MFT	\$ 1,055,222	\$ 844,963	\$ 210,259
IMRF	\$ 2,197,385	\$ 3,253,136	\$ (1,055,750)
PERFORMANCE BOND	\$ 767,247	\$ 649,993	\$ 117,254
EXCESS GENERAL FUND BAL	\$ 3,506,278	\$ 950,481	\$ 2,555,797
BOND 2013A (\$8.5 Million)	\$ -	\$ 2,993,476	\$ (2,993,476)
BOND 2013B (\$1.5 Million)	\$ -	\$ 247,930	\$ (247,930)
STORMWATER	\$ 1,172,080	\$ 135,619	\$ 1,036,461
TIF SWBD (1)	\$ 75,558	\$ 12,246	\$ 63,313
TIF CBD (2)	\$ 137,237	\$ 40,556	\$ 96,681
TOTAL	\$ 27,922,320	\$ 26,848,818	\$ 1,073,502



CLEMENS ENTERPRISES, INC.
Health, Life, Dental and Vision Insurance

November 29, 2016

Mayor Ronald J. Gunter
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

Dear Mayor Gunter and Members of the Westmont Village Board,

My name is Alison Clemens and I am the owner of Clemens Enterprises. Clemens Enterprises is a Health and Life Insurance Agency. We specialize in Medicare Supplements and Prescription Drug Plans in addition to Health insurance for individuals Under 65 and Group. On behalf of Clemens Enterprises, I respectfully am applying for a Development Permit to open my business at 8.5 North Cass Avenue.

This space at 8.5 North Cass Avenue is 700 square feet and lends itself well to this type of business operation. Not only will my business now be consolidated in Westmont (now located in both Westmont and Elmhurst), I am also a rather new resident of Westmont having moved to Westmont from Downers Grove in 2015. In addition, Clemens Enterprises has been very involved in the Westmont Business Community, having served on the Westmont Chamber of Commerce and Tourism Bureau Board of Directors in the past as a Board Member-at-large and then as the Board Secretary. Alison also chairs the Senior Resource Committee, is active in the Downtown Business Group, and the President of the Condo Association at 210 N Cass Ave.

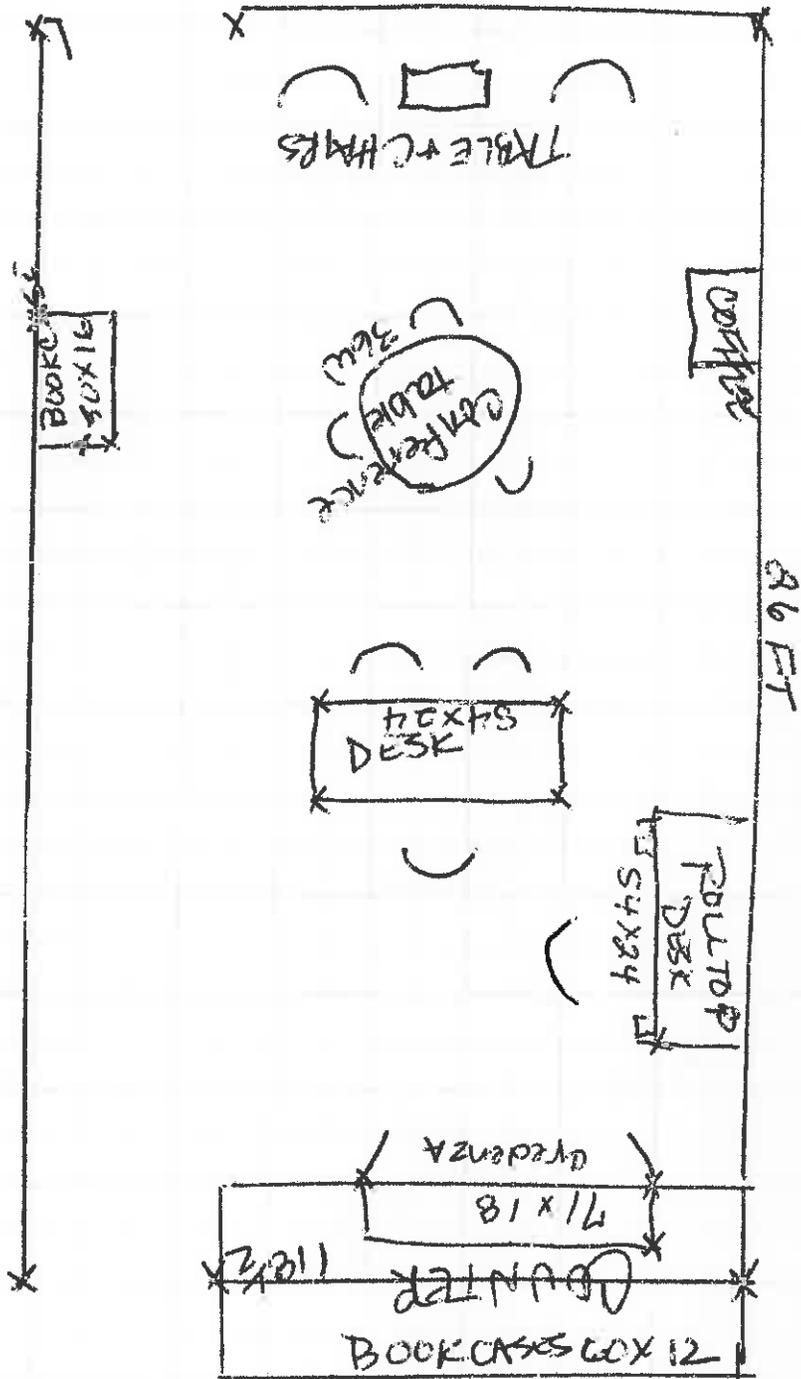
Clemens Enterprises is proud to select Westmont as the home of our business. We will work in support of the community and you will see me at Westmont Community events and very involved with the Westmont Chamber. It has been a pleasure to work with the Village of Westmont on site selection and submitting the Development Permit, thank you for all of your help and support in this process.

Respectfully submitted,

Alison Clemens

Alison Clemens, President
Clemens Enterprises, Inc
210 N Cass Ave #9 Westmont IL 60559
630-971-8090

CLEMENS ENTERPRISES OFFICE LAYOUT



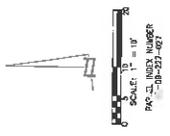
Scale 1/8" = 1'

ed especially for:

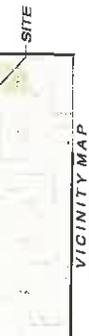
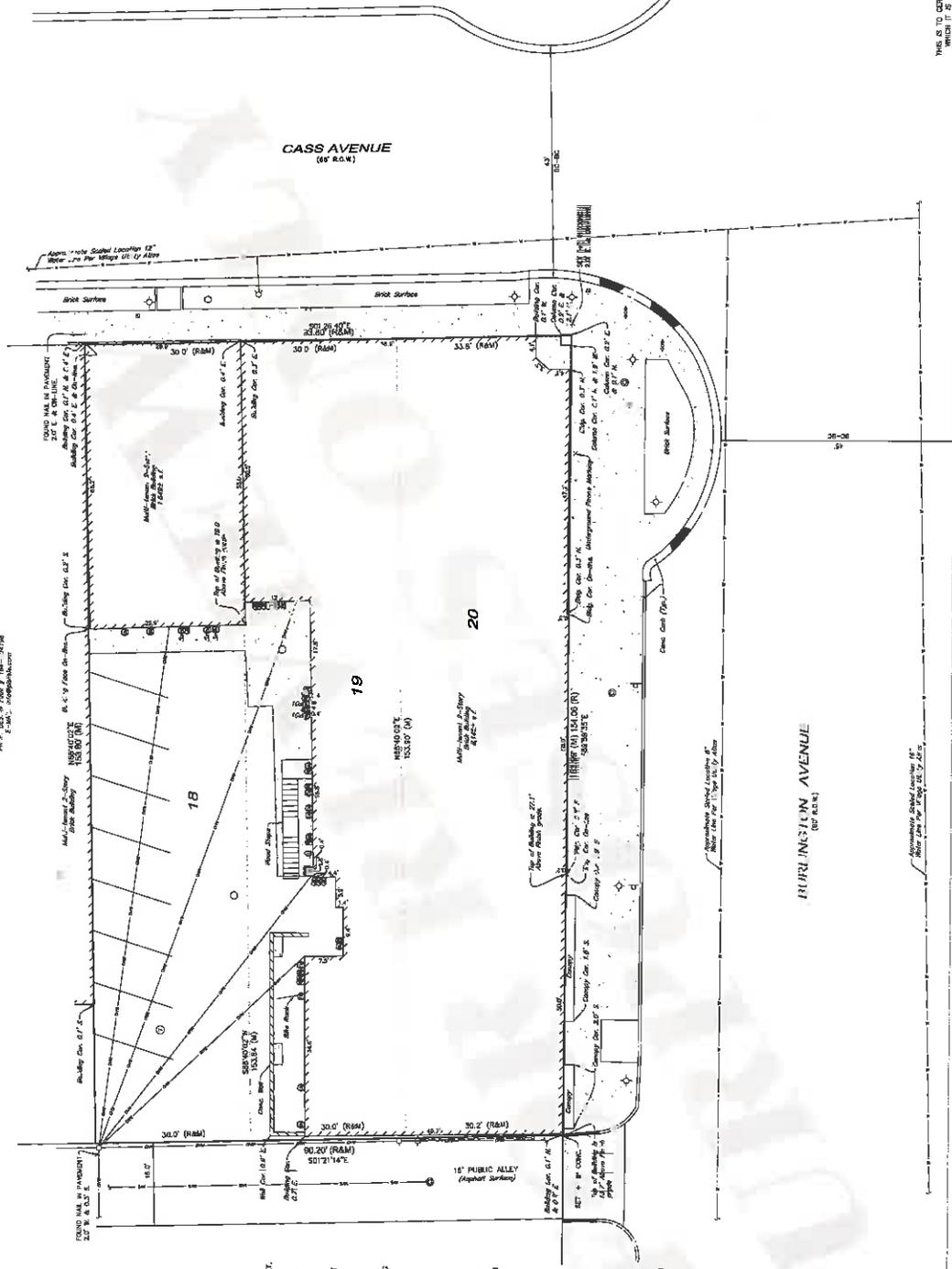
Date	
set Specifications	
ft. Door Ht.	
X 1/4R Yes No	
t: No L M H W	
DW PL CM BR	
Crpt Wd Tile Cmmt	
h Bsq Candl Sienna Mpl Pear Mah	
Stnd 3MM	
chrome Brass White Br.Chirm	
Sind Raised Flat Contemp	
: std crst knb trad	
brch brbr blk	
e Shelving: Yes No	

ALTA/CSM LAND TITLE SURVEY

PROFESSIONAL LAND SURVEYING, INC.
 3886 COLUMBIAN AVENUE, SUITE 117
 PHOENIX, ARIZONA 85018
 PHONE: 602-778-1757
 FAX: 602-778-1758
 www.altacsm.com



- ### SYMBOL LEGEND
- - MANHOLE
 - - CATCH BASIN
 - - MANHOLE
 - - WATER VALVE (EXCEPT OTHERWISE NOTED)
 - - HYDRANT
 - - VALVE & WALK
 - - 3/4" - 1/2" JUNE
 - - UTILITY POLE W/BOX
 - - STREET SIGN
 - - TRAFFIC SIGNAL
 - - MANHOLE
 - - ELECTRIC CONTROL BOX
 - - JUNCTION BOX
 - - GAS METER
 - - ELECTRIC METER
 - - WATER METER
 - - BEULFORD BOX
 - (R) - RECORD DATA
 - (M) - MEASURED DATA
 - - SWAMPY SPOTS
 - - STONE BARRIER
 - - WOODEN
 - - ALUMINUM
 - - CONCRETE SURFACE
 - - PAVING SURFACE
 - - CLEAN OUT
 - - BACK OF CURB



VICINITY MAP

NO SCALE

BLANK AND DEVELOPMENT STANDARDS FOR ZONE B-1	
MIN. LOT AREA	MIN. EXCEPT SPECIAL USES
MIN. LOT WIDTH	NONE (EXCEPT SPECIAL USES)
MIN. FLOOR AREA RATIO	0.30
MIN. SETBACK FRONT	20 FEET
MIN. SETBACK SIDE	5 FEET
MIN. SETBACK REAR	5 FEET
MIN. FRONT YARD	5 FEET
MIN. REAR YARD	5 FEET
MIN. SIDE YARD	5 FEET
MIN. FRONT SETBACK	5 FEET
MIN. REAR SETBACK	5 FEET
MIN. SIDE SETBACK	5 FEET

THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.

SURVEYOR'S NOTES

- THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD MARKS ON THE GROUND. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.
- THE SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE IN BLUE INK AND DAMPENED SEAL.
- PROPERTY CONTAINS 7 REGULAR PARKING SPACES.
- PROPERTY BOUNDARY SHOWN IS BASED UPON A TITLE SURVEY DATED MARCH 15, 2018. SURVEY INFORMATION WAS NOT PROVIDED TO THE SURVEYOR BY THE SURVEYOR'S RECORDS. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.
- NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.
- PARCEL BOUNDARY SHOWN IS BASED UPON A TITLE SURVEY DATED MARCH 15, 2018. SURVEY INFORMATION WAS NOT PROVIDED TO THE SURVEYOR BY THE SURVEYOR'S RECORDS. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.
- NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.
- PARCEL BOUNDARY SHOWN IS BASED UPON A TITLE SURVEY DATED MARCH 15, 2018. SURVEY INFORMATION WAS NOT PROVIDED TO THE SURVEYOR BY THE SURVEYOR'S RECORDS. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.

LEGAL DESCRIPTION

LOT 18, 19 AND 20 IN BLOCK 12 IN ARTHUR T. SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 8, T12N, R12E, S12E, MARICOPA COUNTY, ARIZONA. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARICOPA AND HAS DETERMINED THAT THE RECORDS CONTAIN THE NECESSARY INFORMATION TO COMPLETE THIS SURVEY.

PROVIDED FOR RECORDER

ALTA/CSM LAND SURVEYING, INC.
 3886 COLUMBIAN AVENUE, SUITE 117
 PHOENIX, ARIZONA 85018
 PHONE: 602-778-1757
 FAX: 602-778-1758
 www.altacsm.com

DATE: 11/20/2018
 TIME: 10:00 AM
 SURVEYOR: [Signature]
 CHECK BY: [Signature]

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 NATIONAL STANDARD FOR PROFESSIONAL LAND SURVEYING AND SURVEYORS' JOURNAL ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 3, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

THE FIELD WORK WAS COMPLETED ON NOVEMBER 8, 2018 DATED THIS 15TH DAY OF NOVEMBER, 2018.
 SURVEYOR: [Signature]
 DATE: 11/20/2018



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: November 09, 2016

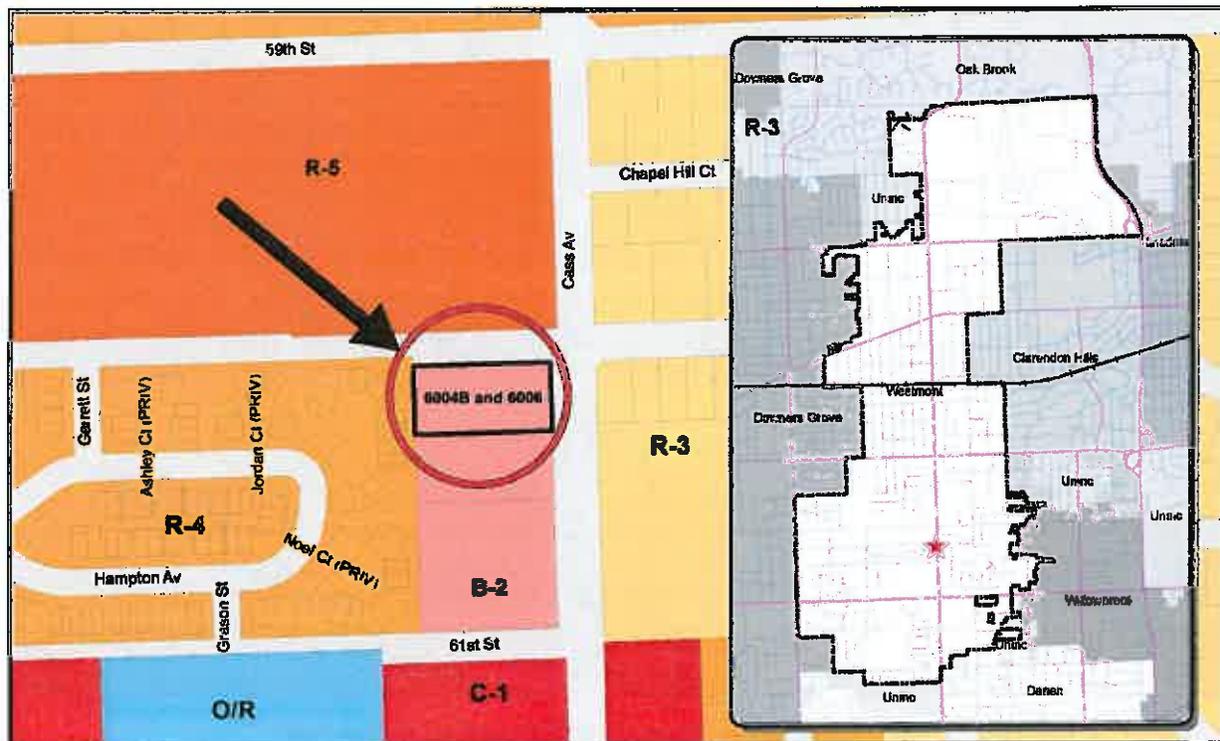
P/Z 16-023

TITLE: Sunshine Montessori LLC regarding the properties at 6004B and 6006 South Cass Avenue, Westmont, IL 60559 for the following:

- (A) Special Use permit request to operate a Montessori school in the B-2 General Business District.

BACKGROUND OF ITEM

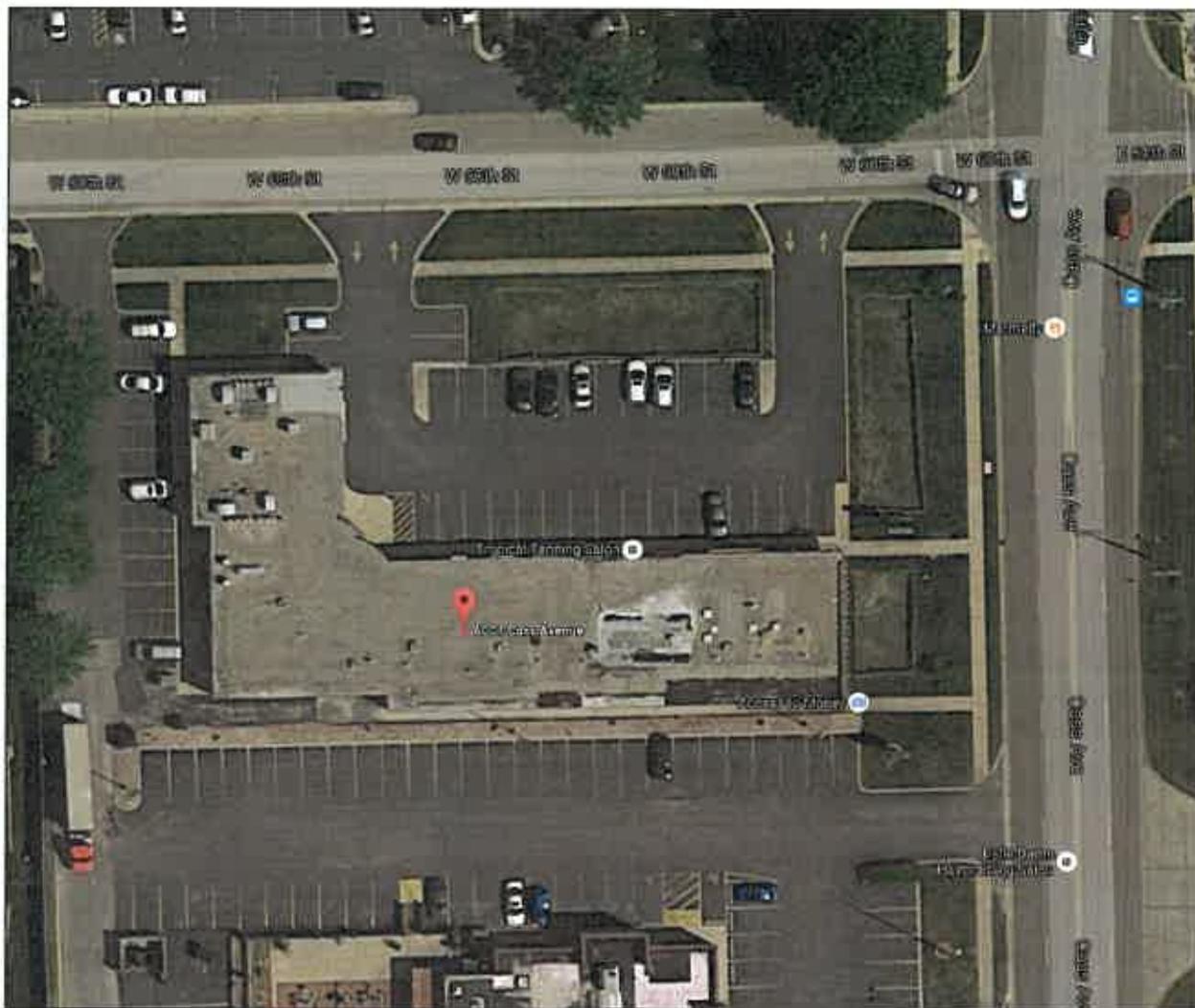
The subject lot is located on the southwest corner of South Cass Avenue and 60th Street. It is known as Lot 1 in the Cass Lake Commercial Subdivision, which was recorded on January 13, 1982.



Zoning Map - 6004B and 6006 South Cass Avenue

The applicant has operated a Montessori school at 6006 South Cass Avenue since June of 2015. The school had previously been located at 6424 South Cass Avenue in Falcon Plaza with an approved Special Use permit that had been obtained in 2011. When relocating in 2015, the applicant received administrative approval as it met the condition of Ordinance 15-109 and occupied less than 1000 square feet of space. Now looking to expand into the adjacent unit of 6004B and doubling in size from 900 square feet to 1800 square feet, an approved Special Use permit is required.

Students range from 2 to 6 years in age, and classes are conducted between 9 a.m. and 1 p.m. The applicant anticipates a maximum of 30 students at any one time.



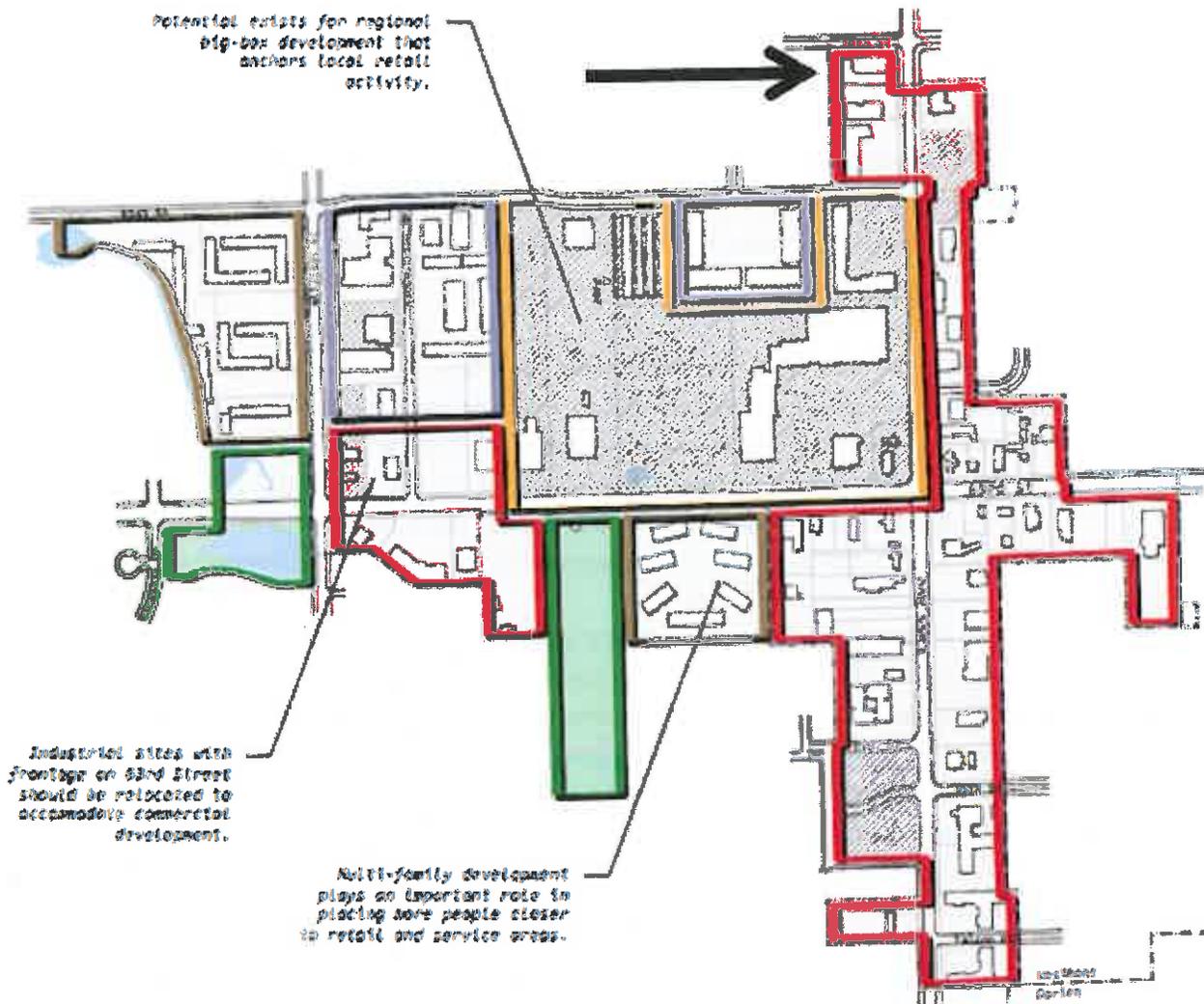
Aerial Map - 6004B and 6006 South Cass Avenue

ZONING ANALYSIS

The subject property is located in the B-2 General Business District, as is the property immediately adjacent to the south. Properties to the north, east and west are all residential in nature, but diverse in building types. The apartments to the north property are zoned R-5 General Residence District, condominiums to the west are zoned R-4 General Residence District, and a single-family home sits across Cass Avenue in an R-3 Single Family Detached Residence District.

Comprehensive Plan, Economic Development and Design Guidelines

The school is located in an existing strip retail center within the boundaries of the **South Westmont Business Center TIF**, and the building is not currently planned for redevelopment. The proposed use is located within the **Comprehensive Plan** designated as a Commercial Infill / Improvement Area of the 63rd and Cass subarea, which is denoted as a mix of multi-tenant commercial centers, small-lot retail, office and restaurant, office and distribution campuses, and manufacturing.



While retail and restaurants are preferred uses and benefit the Tax Increment Financing District, this shopping center has struggled to find quality tenants due to poor tenant visibility to Cass Avenue traffic. It is also located on the north end of the TIF District, and would likely not be the first shopping center to redevelop in the area.



60th & Cass retail center street view

Special Use Request

Appendix "A", Section 7.03(A)(115) requires that all schools in the B-2 General Business District receive a special use permit and abide by the special condition that there will be no appreciable traffic congestion or hazard to pedestrian safety.

The applicant has stated that students typically are dropped off and picked up by parents, and that existing school hours do not conflict with any other uses within the shopping center. Staff notes that no complaints about congestion have been received in the past, including when the school operated at the former location. The use appears to meet all other Special Use standards, which are noted below.

Standards. 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.

PARKING ANALYSIS

Private school parking requirements are found within Appendix A, Section 10.06(K)(2)(h)(3) of the Village Code:

(3) Nursery, elementary or junior high, public or private: one parking space for each faculty member and each other full-time employee.

The applicant has indicated that at peak 3 staff members would be on site, and may increase if an afternoon session is warranted. Based on anticipated staffing, 3-4 parking spaces would be required.

Staff notes that the parking demand of this use would be less than that of a moderate volume commercial based business. The shopping center has additional spaces located behind the building to the west which could be utilized by employees if the main parking lot is significantly impacted during drop off times.



6004B and 6006 South Cass Avenue - existing space on left, expansion to right

STAFF COMMENTS

Fire Department

When permitting the use to move into the property in 2015, the Fire Department had agreed with the property owner that a compliant sprinkler system would be installed in prescribed amount of time. As this timeline is quickly approaching, the business license would be approved provisionally based on this installation.

SUMMARY

A Special Use permit is required to operate the expansion of this school in the B-2 General Business District. While the Village's desire is to situate restaurants and retail businesses within the district, the proposal would expand a successful Westmont business in an underutilized strip center with limited commercial visibility. It is anticipated that the use will have minimal impact to the adjacent land uses.

DOCUMENTS ATTACHED

1. Publication notice appearing in the October 26, 2016 edition of Westmont Suburban Life.
2. Plat of Survey, as prepared by Certified Survey, Inc., undated.
3. Administrative approval letter, dated June 29, 2015.
4. Staff review comments from Fire Prevention Bureau Director Larry Kaufman dated October 10, 2016.
5. Application for public hearing dated September 22, 2016, and associated attachments.
 - a. Floor Plan, prepared by applicant, undated.



June 29, 2015

Dear Ms. Haider,

This letter grants an administrative Special Use permit to operate a Montessori School at 6006 South Cass Avenue, pursuant to Ordinance No. 15-109, approved on June 25, 2015. The administrative approval is for the business details that have been submitted to staff, and the permit could be revoked if the use changes and/or expands beyond the limits of the administrative approval. The attached floor plan is part of the administrative approval and the business may not expand into an adjacent tenant space without a public hearing and Village Board approval. The property owner has also agreed to install a NFPA 13 compliant automatic sprinkler system within 36 months, by May 28, 2018 (see attached letter). If the system is not installed by the agreed upon deadline, the business occupancy could be revoked.

The standards used to approve a Special Use are listed below as follows:

- (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.

Best wishes in continuing to operate a successful business in our community!

Sincerely,

Jill H. Ziegler, AICP
Community Development Director

Attachments



Westmont Fire Department
HEADQUARTERS
6015 South Cass Avenue • Westmont, IL 60559



Main Office (630) 981-6400
FPB Director (630) 981-6402
Fax (630) 829-4486

Date: October 10, 2016
To: Jill Zeigler - Community Development
Joe Hennerfeind – Community Development
From: Larry Kaufman, Director
Fire Prevention Bureau
Subject: Preliminary review

The following comments are being made regarding the proposed expansion of the Sunshine Montessori School located at 6004B S. Cass Ave, Westmont, IL

As requisite for occupancy in May 2015, for this Montessori School, the property owner had to agree to the requirement of installing an NFPA 13 compliant sprinkler system. Because the extent of this work presented a significant expense, time was granted to allow the property owner to comply.

A compliance agreement (attached) with the owner, with specific benchmarks, was agreed upon.

Ultimately, the property owner is expected to have a compliant, active sprinkler system installed no later than May 28, 2018. The first "benchmark" for compliance is on March 30th, 2017.

In order to approve this latest expansion proposal;

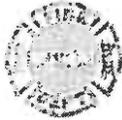
- The business owner will need to agree, in writing, that they understand their business license is only provisional and will be revoked if any of the agreed upon benchmarks are not met by the property owner.
- The fire alarm system in the expansion space shall be brought into standard.
- Any type of construction requires plan submittal and approval.

As further assurance for compliance, I recommend a cash bond be considered to compel this property owner to proceed towards compliance.

Please contact me with any additional questions.

Submitted,
Larry Kaufman – MCP, CFM
Director, Westmont FPB

Attached: - Letter of Understanding
Letter for owner of Montessori school to acknowledge provisional occupancy



Westmont Fire Department
 HEADQUARTERS
 6015 South Cass Avenue • Westmont, IL 60559

Administration (630) 981-6400
 Fire Prevention (630) 981-6402
 Fax (630) 829-4486



Committee on
 Fire Protection
 Department

I.S.O. 2

Letter of Understanding

By agreeing to the provisions of this Letter of Understanding, Mr. George Angelos (OWNER), represents that he is the owner of the property located at 6006-6012 S. Cass Ave in Westmont, IL (PROPERTY aka Rent Roll 60th and Cass).

The OWNER agrees to install a NFPA 13 compliant automatic sprinkler system within 36 months, by ~~May 28, 2018~~ (DEADLINE). The OWNER further agrees to meet the specified timeline benchmarks, noted as follows, to ensure that a compliant sprinkler system will be installed and operational prior to the noted DEADLINE.

The Village of Westmont (VILLAGE) agrees to grant Provisional Occupancy's to new tenants contingent upon meeting timeline benchmarks and installing the required sprinkler system. Failure to meet benchmarks or installation deadlines will result in the revocation of any granted Provisional Occupancies.

If the noted PROPERTY is sold. The requirement to sprinkle this property is not waived nor are the timeline benchmarks. If this property is sold, it is the OWNERS responsibility to assure that the new owners are aware of the requirement to sprinkle.

Timeline Benchmarks;

1. Prior to ~~March 30, 2017~~ -- provide at least three (3) written quotations from qualified sprinkler contractors to install a NFPA 13 compliant sprinkler system at this property.
2. Prior to ~~October 30, 2017~~ -- provide a copy of signed contract, with qualified sprinkler contractor. Contract must indicate that sprinkler system will be installed no later than May 28, 2018.
3. Prior to ~~January 30, 2018~~ -- sprinkler plans must be submitted to the Westmont Fire Prevention Bureau for review and approval.
4. Prior to ~~May 21, 2018~~, sprinkler system hydrostatic test must be completed.
5. ~~May 28, 2018~~ -- Compliant sprinkler system installed

By signing below, I agree to the terms of this Letter of Understanding:

x George Angelos
 George Angelos - OWNER

05/29/18
 Date

Dal R Weiss
 Fire Chief Weiss

6/2/18
 Date



Westmont Fire Department

HEADQUARTERS

6015 South Cass Avenue • Westmont, IL 60559

Administration (630) 981-6400

Fire Prevention (630) 981-6402

Fax (630) 829-4486



Commission on
Fire Accreditation
International

LS.O. 2

October 10, 2016

To: Niger Haider – Sunshine Montessori
6438 St. James Court, Burr Ridge, IL 60527

From: Larry Kaufman, Westmont Fire Prevention, Director

RE: Provisional Occupancy agreement, Sunshine Montessori, 6004B S. Cass Ave

Mr. Haider:

The initial occupancy granted to Sunshine Montessori in 2015 was provisional contingent upon the owner of the property, Mr. George Angelos agreeing to install a compliant sprinkler system by May 28, 2018.

As part of this agreement, "benchmarks" were set to ensure that an effort to compliance was being made on the part of Mr. Angelos.

Attached is a copy of the agreement between Mr. Angelos and the Village requiring that the property have a compliant sprinkler system no later than May 28, 2018.

The established "benchmarks" are important to you, in that, failure of Mr. Angelos to meet any of these "benchmarks" by the prescribed date, will result in the revocation of the Sunshine Montessori business license, and subsequently require your business to close pending compliance.

The purpose of this letter is twofold;

1. Inform you, the business owner, of the current status of your business license.
2. Require you, the business owner, to sign this informational letter and attest to the fact you understand the possibility that your business license would be revoked if the property owner fails to comply with this requirement.

Please sign below, and return as soon as possible.

Larry Kaufman

Niger Haider
Mr. Niger Haider

10/12/2016
date

By signing, you are agreeing that you understand this letter and all provisions set forth in it.

September 19, 2016

Sunshine Montessori
6438 St. James Court
Burr Ridge, IL 60527
630-734-3171

Joseph Hennerfeind
Planner
Community Development Dept.
Village of Westmont, IL.

Subject: Special Use Permit Request—6004B S. Cass Ave, Westmont.

Dear Mr. Hennerfeind:

We are planning to add another section to Sunshine Montessori School at 6004B S. Cass Ave in Westmont, IL and integrate it with the existing school currently operating at 6006 S. Cass Ave in Westmont, IL.

Sunshine Montessori LLC is a registered corporation in the State of Illinois. Our School is approved by International Montessori Society (IMS) to educate children between ages of 2.8 and 6 years. I personally hold a diploma from North American Montessori Center to educate children of this age group in the Montessori system of education.

At this combined location, we will conduct classes for a maximum of 30 children at a time between 9AM-1PM, Monday thru Friday. We will accept children who are at least 3 years old and totally independent at the time of registration. Initially we plan to add one teacher aid on full time basis and another one on part time basis. We will increase employees if the enrollment increases and we may start an afternoon session.

Please note that the proposed location has an active fire alarm system which is connected directly to the local fire station. We will maintain portable fire extinguishers as needed within the premises.

There are sufficient parking spots at the shopping center to meet our need for parking. Normally we will need a maximum of 2 to 3 parking spots on a daily basis for our staff. Parents will drop off their children in the morning and pick up at the dismissal time in the afternoon. No parking space is routinely needed for parents.

We will be in full compliance with Zoning Ordinance. Please see another letter on this subject.

We hope that our application for a business license is favorably considered. Please contact us if there are any questions.

With Regards,

A handwritten signature in black ink that reads "Nigar Haider". The signature is written in a cursive, slightly slanted style.

Nigar Haider
Director, Sunshine Montessori School.

September 19, 2016

Sunshine Montessori
6438 St. James Court
Burr Ridge, IL 60527
630-734-3171

Joseph Hennerfeind
Planner
Community Development Dept
Village of Westmont, IL.

Subject: Compliance with Zoning Ordinance
Special Use Permit Request—6004B S. Cass Ave, Westmont.

Dear Mr. Hennerfeind:

We are planning to add another section to Sunshine Montessori School at 6004B S. Cass Ave in Westmont, IL and integrate it with the existing school currently operating at 6006 S. Cass Ave in Westmont, IL.

We confirm that standards and conditions of Zoning Board ordinance will not be adversely affected when we start a new section at this location.

Compliance with Zoning Ordinance:

Please note that there will not be any appreciable increase in traffic and congestion in the vicinity of the proposed location due to our school operation.

Please note the following:

- No parent/child will walk to school. All enrolled students are from locations not walk able to this location.
- There is no outside pedestrian traffic thru the parking lot of this building.
- Parents will drive their children to school in the morning, drop them off and go back. Most of the stores in the shopping center opens later.

- At the time of dismissal around 1PM, parents will come to pick up their children from the school.
- Traffic will be very limited and there will not be any congestion because parents usually show up at staggered times between 1 and 1:30 PM.
- The shopping center has dedicated parking areas with large number of parking spaces in front and also on the west side.
- Therefore, we confirm that pedestrian safety is not an issue. Also, traffic congestion and problem is not foreseen.
- Opening of our school at this location has no adverse impact on operation of other businesses in the vicinity. Our school does not conflict with operation of other existing businesses.
- Presence of our school in no way adversely impacts the safety, morale, and comfort level of the neighborhood and other businesses.
- We feel that value of other properties in the area may increase because of the presence of an education establishment in the neighborhood.

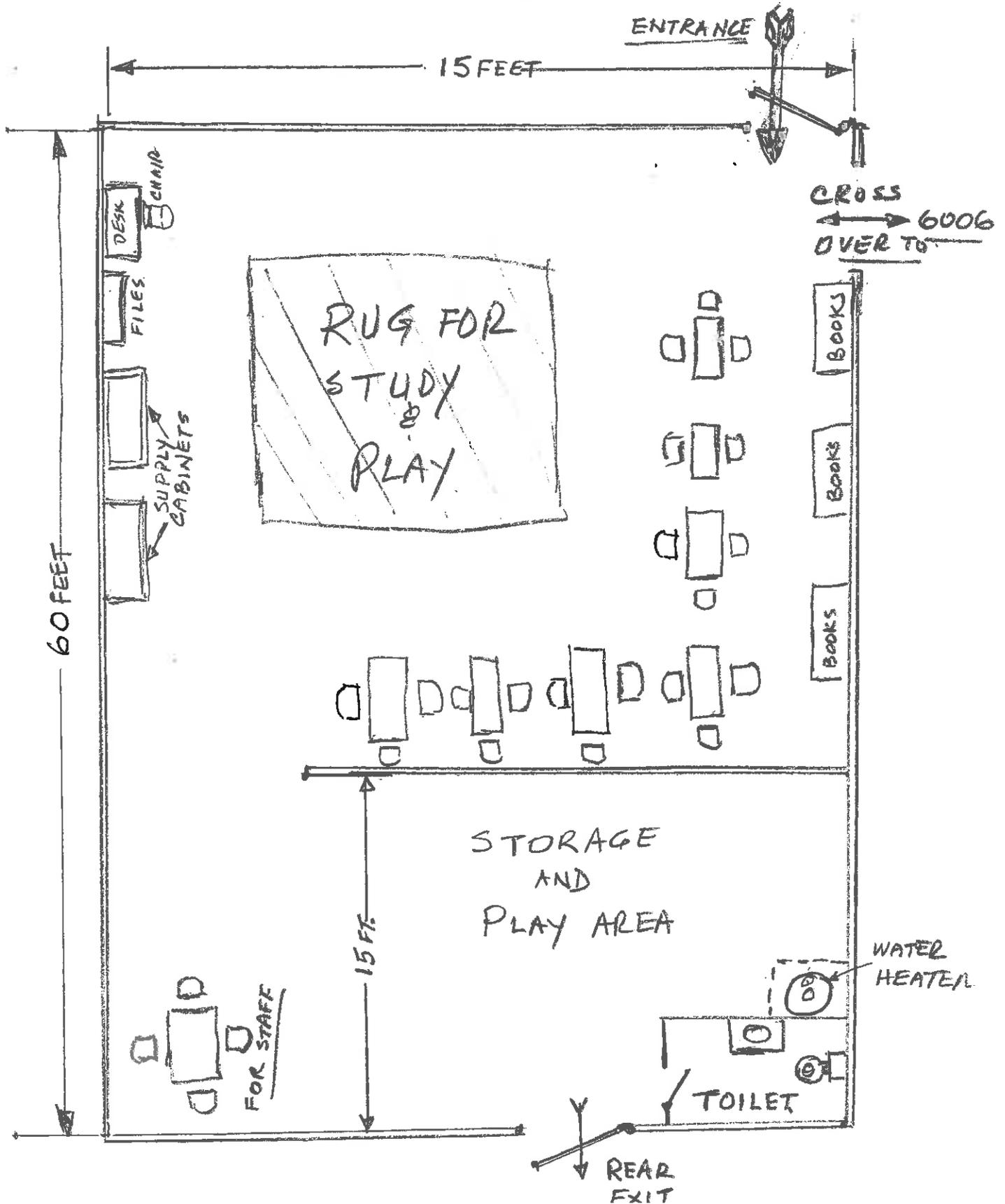
We hope that our business license application is favorably considered.
Please contact us for any further questions.

With Regards,



Nigar Haider
Director, Sunshine Montessori School.

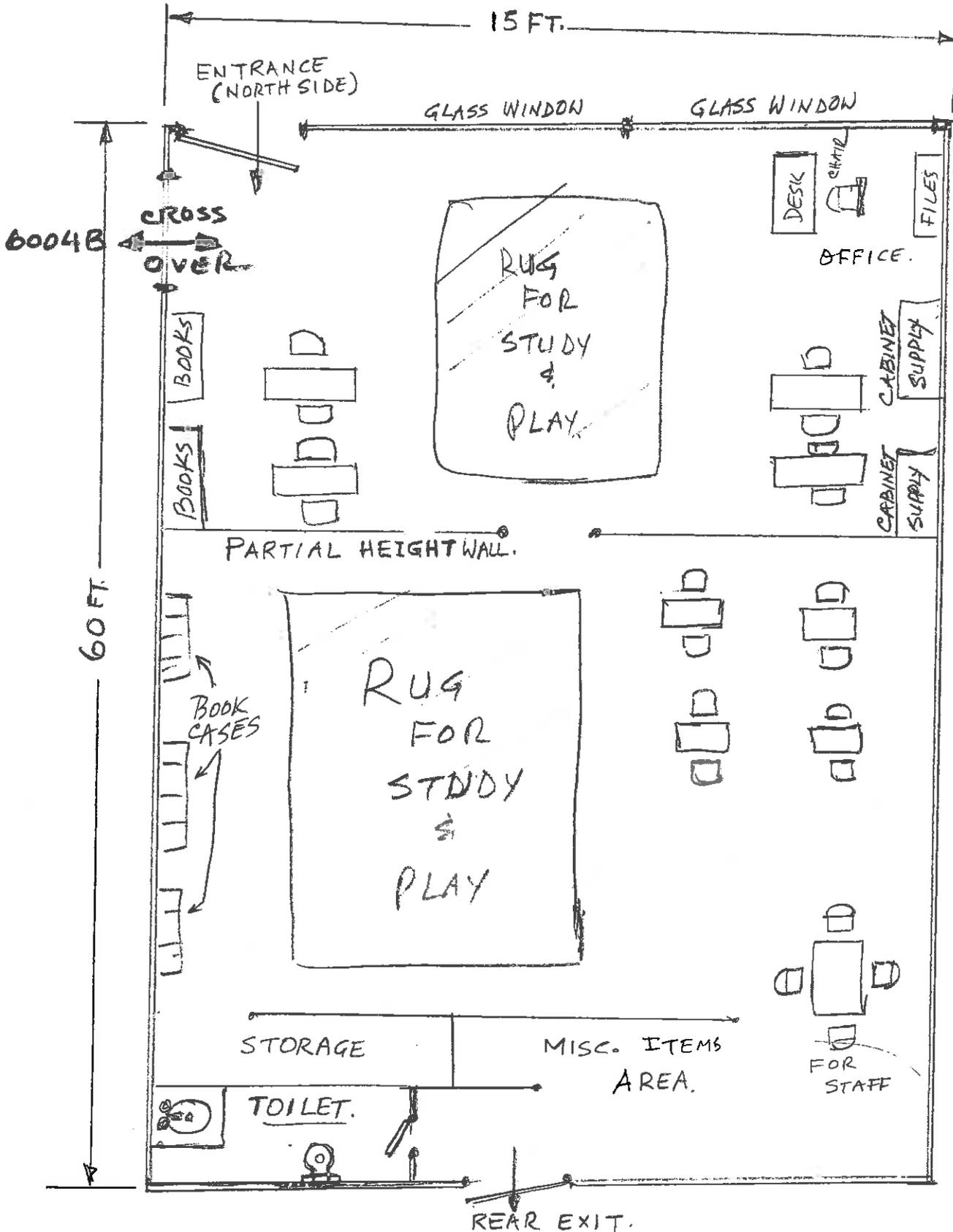
SUNSHINE MONTESSORI
6004B S. CASS AVE.
LAYOUT OF CLASS ROOM.
AREA - 900 SQ. FT. (APPROX)



SUNSHINE MONTESSORI
6006 S. CASS AVE.



LAYOUT OF CLASS ROOM.
AREA - 900 Sq. Feet (Approx.)



VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 9, 2016

P/Z 16-023: Sunshine Montessori, LLC, regarding 6004B and 6006 South Cass Avenue, Westmont

Request for a special use to allow a Montessori school 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 school is a lawful use which will be conducted completely indoors and which will not endanger the public health, safety, morals or welfare.

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 school will be conducted indoors and will not result in adverse noise, traffic, hours of operation or other adverse impacts on surrounding properties. The school currently operates from a smaller tenant space within this shopping center without issue.

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: Surrounding property is fully developed, and allowing this school use within an existing shopping center will not impede future 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 currently served by adequate utilities, parking, means of ingress/egress, etc.

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 currently designed with ingress and egress onto Cass Avenue and 60th Street, and the property contains sufficient parking for this school use.

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: Provided that the tenant space is improved with required fire sprinklers, the proposed use will conform to all other codes and ordinances of the Village

CRITERIA NO. 7: The proposed use meets the special conditions of Special Condition 2.

FINDINGS OF FACT: The proposed use will not cause appreciable traffic congestion or hazard to pedestrian safety. Students will be dropped off and picked up in front of the school. There are sufficient means of ingress and egress on the property. The school's hours of operation are limited, as is the class size, thereby minimizing traffic.

- The Planning and Zoning Commission agrees with the above findings.
- The Planning and Zoning Commission does not agree with the above findings.

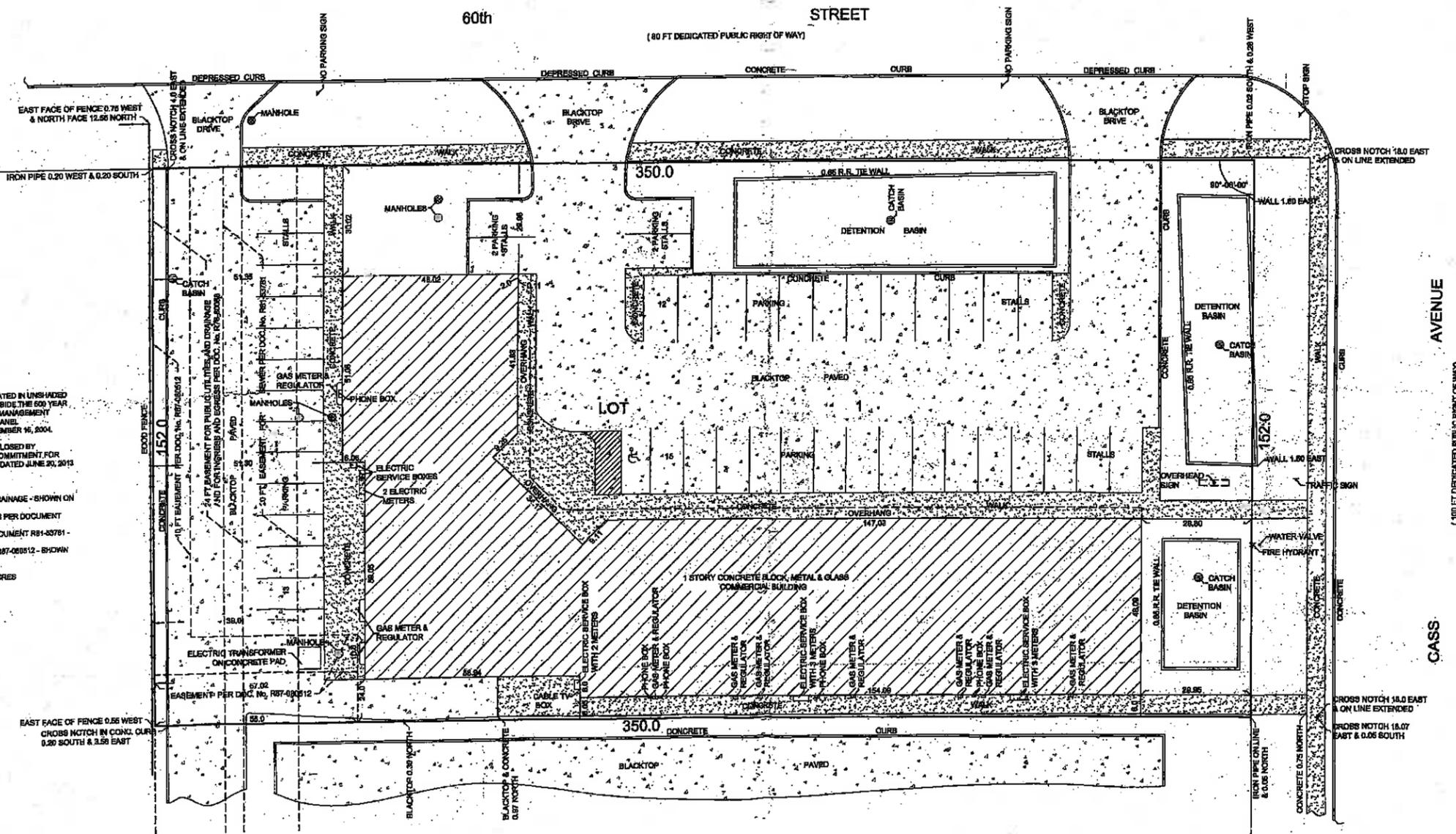
CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

Email: surveys@certifiedsurvey.com

ALTA/ACSM LAND TITLE SURVEY

LOT 1 IN CASS LAKE VILLAGE COMMERCIAL SUBDIVISION OF THE EAST 250.00 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1982 AS DOCUMENT R82-01482, IN DUPAGE COUNTY, ILLINOIS.



SURVEY NOTES
 THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 17043C0200 H EFFECTIVE DATE: DECEMBER 16, 2004.
 ALL SURVEY RELATED MATTERS AS DISCLOSED BY QUARANTY NATIONAL TITLE COMPANY COMMITMENT FOR TITLE INSURANCE ORDER NO. 3161900-A DATED JUNE 20, 2013 ARE SHOWN HEREON.
SCHEDULE B EXCEPTIONS:
 9. EASEMENT FOR PUBLIC UTILITIES & DRAINAGE - SHOWN ON SURVEY
 9. EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT R78-0005 - SHOWN ON SURVEY
 10. EASEMENT FOR SEWER LINE PER DOCUMENT R81-03761 - SHOWN ON SURVEY
 11. UTILITY EASEMENT PER DOCUMENT R87-06812 - SHOWN ON SURVEY
 PROPERTY AREA = 46,609 SQ. FT. = 1.05 ACRES

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING
ORDER No. 130375 (Y)
 ORDERED BY: FIRST MIDWEST BANK

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT.
 DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

01'-10"	37'-7 1/8"	50'-0"
02'-10"	38'-1"	50'-0"
03'-10"	37'-2"	49'-0"
04'-10"	35'-0"	46'-0"
05'-10"	34'-4"	45'-0"
06'-10"	45'-0"	52'-11"
		1.0-00"



STATE OF ILLINOIS
 COUNTY OF COCK
 TO: FIRST MIDWEST BANK, 3800 N. QUARANTY NATIONAL TITLE COMPANY.
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, 8, 9, 11b OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 25, 2013.
 DATE OF PLAT: JULY 30, 2013
 PROFESSIONAL LAND SURVEYOR NO. 3408
 LICENSE EXPIRES NOVEMBER 30, 2014



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: November 09, 2016

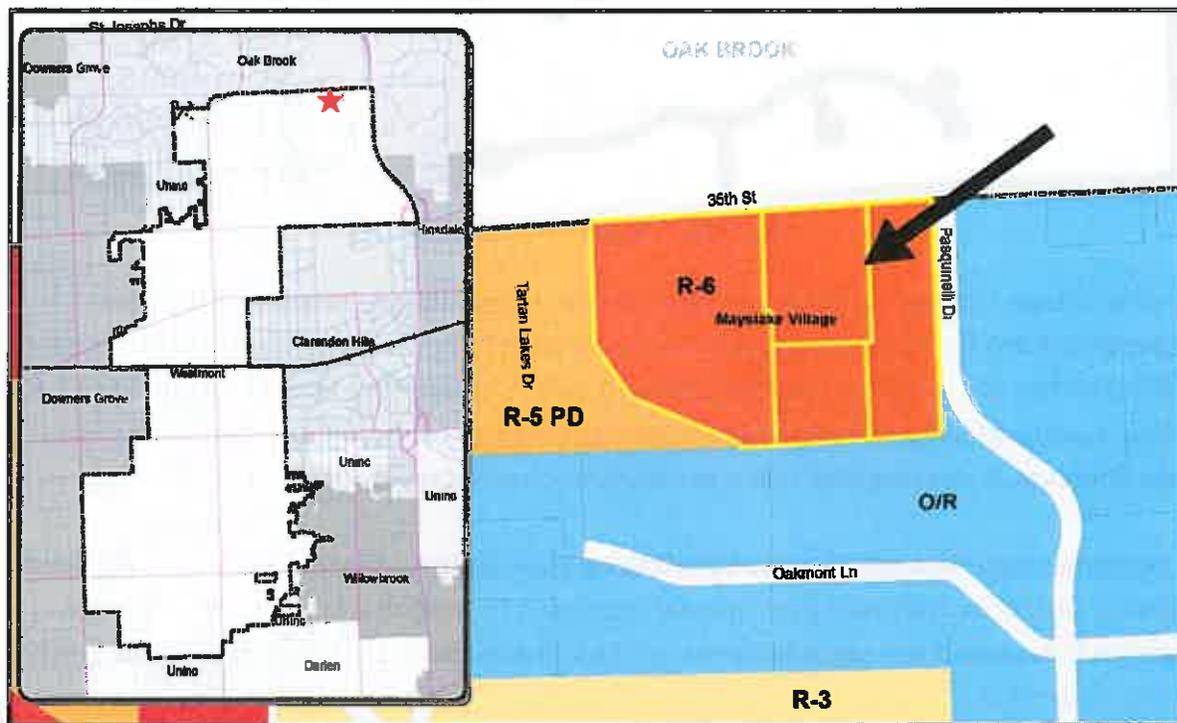
P/Z 16-024

TITLE: Wolf Pack Development, Inc. regarding the properties located at 1801 Midwest Road (Mayslake Village), Oak Brook, IL 60523 for the following:

- (A) Site and Landscaping Plan approval to allow for construction of additional parking in the R-6 Special Residence District.

BACKGROUND OF ITEM

The subject properties are located on the south side of 35th Street, west of Pasquinelli Drive and east of Tartan Lakes Drive.



Mayslake Village - Zoning Map

Located in the R-6 Special Residence District, adjacent properties to the north are located in the Village of Oak Brook, properties to the east and south are zoned O/R Office/Research District, and the Tartan Lakes Subdivision to the west is zoned R-5/PD General Residence District/Planned Development.



Mayslake Village - Aerial Map

Mayslake Village, located in the far northeast corner of the Village, provides affordable independent living for low and moderate income Senior Citizens. As parking has always been a premium on the site, the applicant first approached the Village for a temporary parking solution in 2015. Having added some permeable gravel parking spaces throughout the campus with Village approval, it was required that a permanent solution be determined within 1 year.

The petitioner now requests Site and Landscaping Plan approval as required for the R-6 Special Residence District to construct a permanent expansion of parking lots throughout the site. Expansion is proposed in 4 separate areas, which will add over 100 spaces to ease the existing parking congestion.

All proposed parking areas intend to utilize permeable pavers, which would allow for expansion with no requirements for additional stormwater detention. These expansions will overtake landscaped areas on the site, but will not diminish landscaping requirements below minimum standards.

ZONING ANALYSIS

The subject property is located in the R-6 Special Residence District. The proposed parking lot expansions meets all requirements for setbacks and floor area ratio.

This expansion does not require a full analysis of the parking requirements for the multiple uses on the site as there will be a net increase in parking. Located in 4 separate areas, the expansion will add approximately 128 spaces to the entire site.



Area of proposed WEST Spaces



Area of proposed SOUTH Spaces



Area of proposed NORTH Spaces



Area of proposed EAST Spaces

STAFF COMMENTS

Engineering

Comments from both the Village Engineer Noriel Noriega and ESI Consultants are attached for review. Comments indicate that the layout and number of parking spaces may need to change to accommodate the slopes that are found on site, and could require stormwater detention.

Landscaping

The applicant did not submit a landscape plan for review as initially it was thought that the effect on landscape was nominal. The review comments indicate that a landscape plan will be required to establish tree removal, protection, and additional plantings. Additional buffer landscape will also be needed adjacent the SOUTH parking lot expansion area.

Submitted Revisions to Comments:

The applicant submitted revised drawings on November 04, 2016 to address staff comments. Both sets have been included as attachments. At the date of this report staff had not reviewed these revisions. Comments, as well as a requested landscape plan, will be forwarded if received prior to the public hearing.

SUMMARY

The applicant requests site and landscape approval to construct parking lot expansion in multiple areas of the campus, including the replacement of temporary parking areas that had been approved by the Village in 2015.

DOCUMENTS ATTACHED

1. Agenda publication published in the October 26, 2016 edition of the Westmont Suburban Life.
2. Staff review comments from Village Engineer Noriel Noriega dated October 31, 2016, and Engineering and Landscape consultant Anthony Bryant.
3. Application for Site and Landscaping approval, with associated application materials, dated October 06, 2016.
 - a. ALTA/ACSM Land Title Survey, prepared by Edward J. Molloy & Associates, Ltd., dated January 01, 2016.
 - b. Site Improvement Plans, prepared by Wolf Pack Consultants, LLC, dated October 06, 2016.
 - c. REVISED Site Improvement Plans, prepared by Wolf Pack Consultants, LLC, stamped and received November 04, 2016.

- Civil Engineering
 - Land Surveying
 - Land Planning
 - Stormwater Management
-



October 7, 2016

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

Attn: Mr. Joe Hennerfeind, AICP, Planner

**RE: MAYSLAKE VILLAGE
PERMEABLE PARKING IMPROVEMENTS
1801 35TH STREET**

Dear Mr. Hennerfeind,

On behalf of Mayslake Village please find attached completed application requesting to be placed on the Planning and Zoning Commission Agenda for their November 9th meeting. In addition to the application I have attached:

- One copy of the Legal description emailed to you on 10-6-16.
- Three copies of Site Improvement Plans, 24" x 36", Titled Mayslake Village Improvements, dated 10-6-16.
- Eleven copies of Site Improvement Plans, 11" x17", Titled Mayslake Village Parking Improvements, dated 10-6-16.
- Three copies of ALTA survey, 24" x 36", Prepared by Edward J. Malloy, Associates, Ltd.
- Eleven copies of ALTA, 11" x17"
- One copy of Application and Email correspondence to Mrs. Ashley Curran, Kane DuPage Soil and Water Conservation District, requesting a Land Use Opinion Report.
- One copy of the temporary permit.

As discussed at our meeting of 10-5-16, we have added to our plans a summary of the total number of parking spaces as well as several notes indicating any trees that are removed will be replaced as per the Villages Landscape Ordinance and as approved by the Village Forester. It is the intent of Mayslake Village to additionally add native landscaping in new berms, although I believe that this may not be required.

It is the intention of Mayslake Village to complete as many of the spaces shown as possible, if they can be completed within their budget. In any case they should be able to complete at least as many permanent spaces as were originally approved for temporary use on 11-18-15. Mayslake Village would like to begin the work as soon as possible and requests that the temporary permit be extended as necessary until completion of the permanent spaces.



If you need any additional information please don't hesitate calling me at (630) 935-0847.

**Respectfully Submitted:
Wolf Pack Consulting, LLC**

A handwritten signature in black ink that reads "Philip J. Wolf". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the right.

**Philip J. Wolf, P.E., LEED AP
Managing Partner**



**Public Works Department
Engineering Division**

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6272 Fax: 630-829-4479

Date: October 31, 2016

To: Mrs. Jill Ziegler, AICP
Community Development Director

From: Noriel Noriega, PE, CPESC
Assistant Director of Public Works - Village Engineer

RE: Proposed Mayslake Village Parking Improvement Project
1801 35th Street
Preliminary Review #1

We are in receipt of the following items for the proposed Mayslake Village Parking Improvement Project at 1801 35th Street:

1. Mayslake Village Parking Improvement Plans dated 10/06/2016 prepared by Wolf Pack Consulting, LLC.

A preliminary review of the submitted documents has some items that need a more indepth review that may change the layout of the proposed plans. It should be noted that additional comments should be anticipated when a full Permit Application Review is performed.

Site Plan Comments:

1. Address all comments made by Mr. Anthony Bryant, PE, ESI Consultants Ltd, on his letter titled Preliminary Review #1.
 - a. Referencing Preliminary Review Comment #4: Attached is DuPage County's Water Quality Best Management Practices Technical Guidance March 2008 for your use and reference.
 - b. Referencing Preliminary Review Comment #15: Provide additional information to ensure work is not within the wetland / wetland buffer.
2. In general, all PVC Underdrains shall be connected into the existing storm sewer system of the property. Ideally, the underdrains shall be connected upstream of adjacent Stormwater Orifices.
3. Provide the following Village Details to the plans. Details can be located on the Village's website (www.westmont.il.gov) under Documents & Forms / Community Development / Standard Details.
 - a. Minimum Pavement Cross Sections
 - b. Curb and Gutter
 - c. Sidewalk
 - d. Trench
 - e. Tree Protection

If you have any further questions or concerns, please contact me at 630-981-6295.

Thank you.



ESI Consultants, Ltd.
Excellence. Service. Integrity

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

Attn: Community Development Department

Re: Preliminary Land Development, Stormwater & BMP Review – Site Improvement Plans for Mayslake Village Parking Improvements

We have performed a PRELIMINARY review of the packages sent to us that relate to the above referenced project. This review focuses on the application of Land Development, Stormwater Management and BMP measures to the proposed Site Plan. Documents reviewed:

- Site Improvements Plans, 7 sheets, dated October 6th, 2016, submitted by Wolfpack Consulting, LLC.

After reviewing the plans for compliance with the Westmont and DuPage Countywide Stormwater Ordinance and visiting the site we have the following comments:

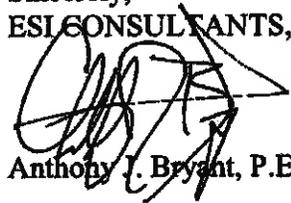
Preliminary Engineering and General Comments

1. Provide an exhibit that depicts existing topography only for each development location.
2. Provide existing versus proposed impervious calculations and development area.
3. Provide structures at connections with existing and proposed sewers. Blind connections are not allowed. Indicate where underdrains discharge on all development areas.
4. Permeable paving is only acceptable on slopes of 5 percent or less. This is an issue with the north development for the proposed and future improvements, as well as the east portion of the south development. Revise any excessively steep portions of pavement to non-permeable and update the pervious/impervious calculations. Provide VCBMP or detention volume as necessary.
5. Provide additional grading details for the north future lot. Where will runoff go? How will detention requirements be addressed? Is permeable paving appropriate considering the slope?
6. How will existing sidewalk and parking spaces be revised within the north and south development areas.
7. Curbs should be shown around all proposed parking lot areas.
8. Provide tree protection fencing for adjacent trees to remain.
9. Provide inlet protection for all existing and proposed inlets adjacent and on the project site.
10. Underdrain and level spreader shown on the south area appears to be draining uphill. Please clarify.
11. Provide auto-turn exhibits for relevant vehicle movements.

12. Provide elevation information for the proposed berm shown with in the South area.
13. In the west area the gas line location and depth should be determined during the design phase so that if relocation is necessary, it can be completed prior to construction.
14. Provide grading information for the landscape buffer shown in the west area.
15. The west area is adjacent to a wetland/pond area and possibly encroaches on the wetland buffer. Coordination with the County is required. A double row of silt fence, at a minimum, is required.
16. Indicate crosswalk and sidewalk revisions on the north portion.
17. Take into account the spaces eliminated by the future parking; it appears that 7 spaces may be eliminated.

If you have any questions, please call me at (630) 420-1700 x2120.

Sincerely,
ESI CONSULTANTS, LTD.



Anthony J. Bryant, P.E.



ESI Consultants, Ltd.
Excellence. Service. Integrity

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

Attn: Community Development Department

Re: Preliminary Landscape Plan Review – Landscape Plans for Mayslake Parking Expansion, 7 sheets, dated October 6th, 2016 and submitted by Wolfpack Consulting, LLC.

We have performed a PRELIMINARY review of the packages sent to us that relate to the above referenced project. This review focuses on the application of Landscape measures to the proposed Site Plan.

After reviewing the plans for compliance with the Westmont Landscape Ordinance we have the following comments:

Landscaping Plan Comments

1. Sec. 80-15. - Tree appraisal. - For the purposes of tree replacement, tree value will be determined on a DBH for DBH basis. Trees that are four inches DBH and smaller may be replaced at the associated cost of replacing a tree of the same DBH. Trees that are greater than four inches DBH may be replaced at the associated cost of replacing a number of trees who's DBH is equal to or greater than that of the DBH of the tree removed or damaged to the point in which removal is warranted. No single replacement tree will have a DBH greater than four inches DBH or less than two and a half inches DBH. [Example: A damaged tree of ten inches DBH can be replaced by four two and a half inch trees, or by two four inch trees and one two and a half inch tree.]

Village Requirement: The proposed plans show paved area over existing trees. If these trees are to be removed, they must be sized on a DBH basis and labeled appropriately on the plans. This sizing will determine the required replacements on site.

2. Sec. 80-16. - Tree maintenance standards.

Village Requirement: Refer to the following standards:

(1). Planting standards.

- a. *Plant material: See all Points*
- b. *Planting requirements: See all Points*
- c. *Planting methods and techniques: See all Points*

(3). Tree preservation standards.

- a. *General requirements: See all Points*
- b. *Tree preservation specifications: See all Points*

3. **Sec. 80-41. - Landscape plan application procedure. - All subdivision, planned unit developments, commercial developments or projects exceeding 5,000 square feet of disturbance shall include the following materials in a form acceptable to the village and as further described herein. The village shall review the application which may include an inspection of the site and referral of the application for recommendation to other appropriate administrative departments or agencies.**

Village Requirement: This parking lot improvement project appears to exceed more than 5,000 square feet of disturbance and shall require the following submittals:

- a. *Tree survey. The tree survey shall include information on all existing trees four inches DBH or larger. Information shall include the location, size, species and condition of each tree, as well as existing and proposed structures, improvements, utilities, driveways, existing and proposed contours at one foot intervals.*
 - b. *Tree preservation plan. The tree preservation plan shall identify those trees to be protected with a tree protection detail labeled on the survey. Village of Westmont Tree Preservation Guidelines are contained in the Village of Westmont Standard Specifications, January 2006, and as they may, from time to time, be amended. Information shall include the location, size, species and condition of each tree, as well as proposed structures, improvements, utilities, driveways, proposed contours at one foot intervals and any protective measures to be taken to avoid construction damage to protected trees (i.e. pumping concrete, crown or root pruning).*
 - c. *Landscape plan. The applicant shall provide the village with a site plan overlaying the locations of existing trees to be preserved, utilities and utility easements, building pads, retention/detention basins, proposed contours and all proposed landscaping. All landscaping plans shall be prepared by a professional landscape architect or landscape designer in accordance with the Village of Westmont requirements.*
4. **Sec. 80-43. - Tree preservation.**
- a. *All trees within construction areas or areas where future construction is expected shall be protected until otherwise stated upon approval of a submitted tree survey, tree preservation plan and landscape plan.*
 - b. *Fifty percent of existing trees of greater than four inch diameter, as shown on the required tree survey, will be required to be replaced within all construction areas. If the property cannot accommodate the replacement tree or trees, then the village may allow payment as approved by the village forester, equal to the cost that would have been incurred, in order to purchase and install the replacement tree or trees elsewhere. The village shall then use such funds to purchase and plant trees elsewhere within the village.*
5. **Sec. 80-47. - Parking lots.**

- a. **Parking lot interior.** At least one tree of not less than three inches DBH shall be planted for every 1,500 square feet of pavement area between zero and 6,000 square feet. For pavement areas exceeding 6,000 square feet at least one tree of not less than three inches DBH shall be planted each additional 3,000 square feet. Fifty percent of tree placement shall be within the pavement area as opposed to perimeter planting.
- b. **Parking lot screening.** All off-street parking areas containing more than four parking spaces and non-residential driveways adjacent to lot lines shall be suitably screened on each side and rear lot line by a screen fence or wall not less than four feet in height plus a planting strip of four feet minimum width in accordance with the following, or on an alternate arrangement as approved by the village board. Suitable landscaping and ground cover shall be provided and maintained on a continuing basis within the planting strip. On the street lot line, a planting screen not less than three feet in height shall be installed, unless said screen interferes with the corner visibility triangle which requires a maximum height of less than 24 inches. Such planting screen shall be adjacent to the parking area. Suitable landscaping and groundcover shall be provided and maintained on a continuing basis between the screen fence and curb line. Planting screens, or hedges, fences or walls shall not exceed two feet in height where location is such that sight lines are necessary for vehicular movement across pedestrian ways.

Village Requirement: Parking lot addition must be sized in order to determine the correct required number of parking lot interior trees and perimeter trees. All parking lot additions will require screening per Sec. 80-47b.

If you have any questions, please call me at (630) 420-1700 x2120.

Sincerely,
ESI CONSULTANTS, LTD.


Anthony J. Bryant, P.E.

- Civil Engineering
- Land Surveying
- Land Planning
- Stormwater Management



November 7, 2016

Village of Westmont
31 W. Quincy Street
Westmont, Illinois 60559
Attn: Mrs. Jill Ziegler

SUBMITTED VIA-EMAIL

**RE: Proposed Mayslake Village Parking Improvement Project
1801 35th Street**

Dear Mrs. Ziegler,

We are in receipt of the Village's Review Letter dated October 31, 2016, related to the above captioned proposed improvements. We offer the following in response:

Public Works Comment 1:

1. Address all comments made by Mr. Anthony Bryant, PE, ESI Consultants Ltd, on his letter titled Preliminary Review #1.

- a. Referencing Preliminary Review Comment #4: Attached is DuPage County's Water Quality Best Management Practices Technical Guidance March 2008 for your use and reference.**
- b. Referencing Preliminary Review Comment #15: Provide additional information to ensure work is not within the wetland / wetland buffer.**

Wolf Pack Response 1:

The following responses address comments as noted. Parking spaces along the west lot in proximity have been listed as alternate. On November 5th Carl Peterson from Gary R. Weber Associates, Inc. inspected the site and determined that the adjoin pond does not meet the criteria to be considered a wetland. The proposed parking spaces would be slightly less than 50 feet from the water's edge however most of the improvements that have been done along the pond including rock stabilization, retaining walls and residential construction are all closer than 50 feet. A memorandum of Carl's findings will be provided under separate cover and submitted to the County.

Public Works Comment 2:

In general, all PVC Underdrains shall be connected into the existing storm sewer system of the property. Ideally, the underdrains shall be connected upstream of adjacent Stormwater Orifices.

Wolf Pack Response 2:

So noted. The drains are shown connected where possible.

Public Works Comment 3:

Provide the following Village Details to the plans. Details can be located on the Village's website (www.westmont.il.gov) under Documents & Forms / Community Development /

Standard Details.

- a. *Minimum Pavement Cross Sections*
- b. *Curb and Gutter*
- c. *Sidewalk*
- d. *Trench*
- e. *Tree Protection*

Wolf Pack Response 3:

The details have been added although they may not all be applicable.

ESI Comment 1:

Provide an exhibit that depicts existing topography only for each development location.

Wolf Pack Response 1:

The Plans have been revised to show just the existing topography.

ESI Comment 2:

Provide existing versus proposed impervious calculations and development area.

Wolf Pack Response 2:

As discussed with Staff the intent is to provide only permeable paver surfaces. New impervious areas would include only the barrier curbs, which we considered incidental.

ESI Comment 3:

Provide structures at connections with existing and proposed sewers. Blind connections are not allowed. Indicate where underdrains discharge on all development areas

Wolf Pack Response 3:

It is our understanding that all proposed underdrains are optional. We have shown them primarily discharging in the vicinity of existing grassed areas to allow for additional infiltration and filtration prior to enter stormwater systems. We have revised them where excessive additional cost are not incurred to connect at existing structures

ESI Comment 4:

Permeable paving is only acceptable on slopes of 5 percent or less. This is an issue with the north development for the proposed and future improvements, as well as the east portion of the south development. Revise any excessively steep portions of pavement to non-permeable and update the pervious/impervious calculations. Provide VCBMP or detention volume as necessary.

Wolf Pack Response 4:

As noted in DuPage County's Water Quality Best Management Practices Technical Guidance March 2008 we have revised the surface slope to 5% where possible. Any place that 5% surface cannot easily be maintained we intend to grade the subbase at 5% or less, as noted in the technical Guidance Manual.

ESI Comment 5:

Provide additional grading details for the north future lot. Where will runoff go? How will detention requirements be addressed? Is permeable paving appropriate considering the slope?

Wolf Pack Response 5:

The future area originally shown at the north has been removed at this time.

ESI Comment 6:

How will existing sidewalk and parking spaces be revised within the north and south development areas.

Wolf Pack Response 6:

The sidewalk has been added to the plans at the north area. The parking spaces have been shown as an alternate and would be constructed only if the adjacent tree can be maintained.

ESI Comment 7:

Curbs should be shown around all proposed parking lot areas.

Wolf Pack Response 7:

As discussed with Staff, the owner has requested that curbing only be provided where it has a drainage purpose or parking blocks are not feasible. Most of the existing parking areas at Mayslake are not curbed, as curbs add another tripping hazard. The owners would prefer to include naturalized plantings in lieu of curbing, adjoining the parking areas wherever possible.

ESI Comment 8:

Provide tree protection fencing for adjacent trees to remain.

Wolf Pack Response 8:

Tree protection has been shown where there trees that can be preserved. There are no trees within the parking areas that can remain.

ESI Comment 9:

Provide tree protection fencing for adjacent trees to remain. Provide inlet protection for all existing and proposed inlets adjacent and on the project site.

Wolf Pack Response 9:

Inlet protection for adjacent structures has been noted on the plans.

ESI Comment 10:

Underdrain and level spreader shown on the south area appears to be draining uphill. Please clarify.

Wolf Pack Response 10:

The level spreader has been (will be) adjusted on the final plans.

ESI Comment 11:

Provide auto-turn exhibits for relevant vehicle movements.

Wolf Pack Response 11:

An auto-turn exhibit has been provided. The owner is not anticipating truck traffic in any of the proposed spaces.

ESI Comment 12:

Provide elevation information for the proposed berm shown with in the South area.

Wolf Pack Response 12:

Elevation information has been added.

ESI Comment 13:

In the west area the gas line location and depth should be determined during the design phase so that if relocation is necessary, it can be completed prior to construction.

Wolf Pack Response 13:

If relocation of the main is required the spaces will most likely not be constructed. JULIE was contacted in design phase to locate the main but nothing has been marked in the area.

ESI Comment 14:

Provide grading information for the landscape buffer shown in the west area.

Wolf Pack Response 14:

Additional grading has been provided.

ESI Comment 15:

The west area is adjacent to a wetland/pond area and possibly encroaches on the wetland buffer. Coordination with the County is required. A double row of silt fence, at a minimum, is required.

Wolf Pack Response 15:

A double row of silt fence has been added in the area adjacent to proposed parking at the west..

ESI Comment 16:

Indicate crosswalk and sidewalk revisions on the north portion.

Wolf Pack Response 16:

The cross-walk and sidewalk revision have been add to the plans.

ESI Comment 17:

Take into account the spaces eliminated by the future parking; it appears that 7 spaces may be eliminated.

Wolf Pack Response 17:

The future parking area has been eliminated from the plans.

ESI Landscape Plan Comment 1:

Sec. 80-15.- Tree appraisal.- For the purposes of tree replacement, tree value will be determined on a DBH for DBH basis. Trees that are four inches DBH and smaller may be replaced at the associated cost of replacing a tree of the same DBH. Trees that are greater than four inches DBH may be replaced at the associated cost of replacing a number of trees who's DBH is equal to or greater than that of the DBH of the tree removed or damaged to the point in which removal is warranted. No single replacement tree will have a DBH greater than four inches DBH or less than two and a half inches DBH. [Example: A damaged tree often inches DBH can be replaced by four two and a half inch trees, or by two four inch trees and one two and a half inch tree.]

Village Requirement: The proposed plans show paved area over existing trees. If these trees are to be removed, they must be sized on a DBH basis and labeled appropriately on the plans. This sizing will determine the required replacements on site.

Wolf Pack Response 1:

The only trees now being removed are the trees along the South parking area. A landscape plan has been added to the plan set.

ESI Landscape Plan Comment 2:

Sec. 80-16. - Tree maintenance standards.

Village Requirement: Refer to the following standards:

(1). Planting standards.

- a. **Plant material: See all Points**
- b. **Planting requirements: See all Points**
- c. **Planting methods and techniques: See all Points**

(3). Tree preservation standards.

- a. **General requirements: See all Points**
- b. **Tree preservation specifications: See all Points**

Wolf Pack Response 2:

A tree preservation plan has been included.

ESI Landscape Plan Comment 3:

Sec. 80-41. -Landscape plan application procedure. - All subdivision, planned unit developments, commercial developments or projects exceeding 5,000 square feet of disturbance shall include the following materials in a form acceptable to the village and as further described herein. The village shall review the application which may include an inspection of the site and referral of the application for recommendation to other appropriate administrative departments or agencies.

Village Requirement: This parking lot improvement project appears to exceed more than 5,000 square feet of disturbance and shall require the following submittals:

- a. **Tree survey. The tree survey shall include information on all existing trees four inches DBH or larger. Information shall include the location, size, species and condition of each tree, as well as existing and proposed structures, improvements, utilities, driveways, existing and proposed contours at one foot intervals.**
- b. **Tree preservation plan. The tree preservation plan shall identify those trees to be protected with a tree protection detail labeled on the survey. Village of Westmont Tree Preservation Guidelines are contained in the Village of Westmont Standard Specifications, January 2006, and as they may, from time to time, be amended. Information shall include the location, size, species and condition of each tree, as well as proposed structures, improvements, utilities, driveways, proposed contours at one foot intervals and any protective measures to be taken to avoid construction damage to protected trees (i.e. pumping concrete, crown or root pruning).**
- c. **Landscape plan. The applicant shall provide the village with a site plan overlaying the locations of existing trees to be preserved, utilities and utility easements, building pads, retention/detention basins, proposed contours and all proposed landscaping. All landscaping plans shall be prepared by a professional landscape architect or landscape designer in accordance with the Village of Westmont requirements.**

Wolf Pack Response 3:

A tree survey has been included.

ESI Landscape Plan Comment 4:

Sec. 80-43.- Tree preservation.

- a. **All trees within construction areas or areas where future construction is expected shall be protected until otherwise stated upon approval of a submitted tree survey, tree preservation plan and landscape plan.**
- b. **Fifty percent of existing trees of greater than four inch diameter, as shown on the required tree survey, will be required to be replaced within all construction areas. If the property cannot accommodate the replacement tree or trees, then the village may allow payment as approved by the village forester, equal to the cost that would have been incurred, in order to purchase and install the replacement tree or trees elsewhere. The village shall then use such funds to purchase and plant trees elsewhere within the village.**

Wolf Pack Response 4:

The trees within the parking lot area must be removed to construct the parking. The tree in the vicinity of the new berm has been preserved. One parking space along the North lot has been removed to preserve the existing tree. Two spaces, shown as alternate will only be constructed if the tree can still be preserved. A final determination will be made when the work in the vicinity is in progress.

ESI Landscape Plan Comment 5:

Sec. 80-47. -Parking lots.

- a. Parking lot interior. At least one tree of not less than three inches DBH shall be planted for every 1,500 square feet of pavement area between zero and 6,000 square feet. For pavement areas exceeding 6,000 square feet at least one tree of not less than three inches DBH shall be planted each additional 3,000 square feet. Fifty percent of tree placement shall be within the pavement area as opposed to perimeter planting.*
- b. Parking lot screening. All off-street parking areas containing more than four parking spaces and non-residential driveways adjacent to lot lines shall be suitably screened on each side and rear lot line by a screen fence or wall not less than four feet in height plus a planting strip of four feet minimum width in accordance with the following, or on an alternate arrangement as approved by the village board. Suitable landscaping and ground cover shall be provided and maintained on a continuing basis within the planting strip. On the street lot line, a planting screen not less than three feet in height shall be installed, unless said screen interferes with the corner visibility triangle which requires a maximum height of less than 24 inches. Such planting screen shall be adjacent to the parking area. Suitable landscaping and groundcover shall be provided and maintained on a continuing basis between the screen fence and curb line. Planting screens, or hedges, fences or walls shall not exceed two feet in height where location is such that sight lines are necessary for vehicular movement across pedestrian ways.*

Village Requirement: Parking lot addition must be sized in order to determine the correct required number of parking lot interior trees and perimeter trees. All parking lot additions will require screening per Sec. 80-47b.

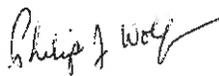
Wolf Pack Response 5:

The landscape plan has been prepared as noted.

Should you have any questions, concerns or require any additional information please do not hesitate to contact me directly at (630) 935-0847 or via email at pwolf@wolfpackdg.com.

Yours truly,

Wolf Pack Consulting, LLC



Philip Wolf, P.E.
Managing Partner

/Encl.

Cc: Thomas Raak – Director of Maintenance



ESI Consultants, Ltd.
Excellence. Service. Integrity

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

Attn: Community Development Department

Re: Preliminary Landscape Plan Review – Landscape Plans for Mayslake Parking Expansion, 7 sheets, dated November 6th, 2016 and submitted by Wolfpack Consulting, LLC.

We have performed a PRELIMINARY review of the packages sent to us that relate to the above referenced project. This review focuses on the application of Landscape measures to the proposed Site Plan.

After reviewing the plans for compliance with the Westmont Landscape Ordinance we have the following comments:

Our general recommendation is to approve this submission as presented.

Status: Approval

Landscaping Plan Comments

1. Sec. 80-15. - Tree appraisal. - For the purposes of tree replacement, tree value will be determined on a DBH for DBH basis. Trees that are four inches DBH and smaller may be replaced at the associated cost of replacing a tree of the same DBH. Trees that are greater than four inches DBH may be replaced at the associated cost of replacing a number of trees whose DBH is equal to or greater than that of the DBH of the tree removed or damaged to the point in which removal is warranted. No single replacement tree will have a DBH greater than four inches DBH or less than two and a half inches DBH. [Example: A damaged tree of ten inches DBH can be replaced by four two and a half inch trees, or by two four inch trees and one two and a half inch tree.]

Village Requirement: The proposed plans show paved area over existing trees. If these trees are to be removed, they must be sized on a DBH basis and labeled appropriately on the plans. This sizing will determine the required replacements on site.

2nd Review: Tree preservation plans with appropriate inventory schedule provided. All trees sized with DBH and have proper replacement calculations to meet requirements.

2. Sec. 80-41. - Landscape plan application procedure. - All subdivision, planned unit developments, commercial developments or projects exceeding 5,000 square feet of disturbance shall include the following materials in a form acceptable to the village and as further described herein. The village shall review the application which may include an inspection of the site and referral of the application for recommendation to other appropriate administrative departments or agencies.

Village Requirement: This parking lot improvement project appears to exceed more than 5,000 square feet of disturbance and shall require the following submittals:

2nd Review: Tree survey/tree preservation plans and landscape plans are provided.

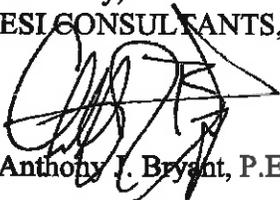
3. Sec. 80-47. - Parking lots.
 - a. Parking lot interior. At least one tree of not less than three inches DBH shall be planted for every 1,500 square feet of pavement area between zero and 6,000 square feet. For pavement areas exceeding 6,000 square feet at least one tree of not less than three inches DBH shall be planted each additional 3,000 square feet. Fifty percent of tree placement shall be within the pavement area as opposed to perimeter planting.
 - b. Parking lot screening. All off-street parking areas containing more than four parking spaces and non-residential driveways adjacent to lot lines shall be suitably screened on each side and rear lot line by a screen fence or wall not less than four feet in height plus a planting strip of four feet minimum width in accordance with the following, or on an alternate arrangement as approved by the village board. Suitable landscaping and ground cover shall be provided and maintained on a continuing basis within the planting strip. On the street lot line, a planting screen not less than three feet in height shall be installed, unless said screen interferes with the corner visibility triangle which requires a maximum height of less than 24 inches. Such planting screen shall be adjacent to the parking area. Suitable landscaping and groundcover shall be provided and maintained on a continuing basis between the screen fence and curb line. Planting screens, or hedges, fences or walls shall not exceed two feet in height where location is such that sight lines are necessary for vehicular movement across pedestrian ways.

Village Requirement: Parking lot addition must be sized in order to determine the correct required number of parking lot interior trees and perimeter trees. All parking lot additions will require screening per Sec. 80-47b.

2nd Review: Adequate parking lot trees and perimeter trees have been provided. Parking lot additions provide adequate vegetative screening.

We hereby recommend approval of this submission, as presented. If you have any questions, please call me at (630) 420-1700 x2120.

Sincerely,
ESI CONSULTANTS, LTD.



Anthony J. Bryant, P.E.

- Civil Engineering
- Land Surveying
- Land Planning
- Stormwater Management



November 18, 2016

Village of Westmont
Ms. Jill H. Ziegler, AICP
Community Development Director
31 W. Quincy Street
Westmont, Illinois 60559

SUBMITTED VIA-EMAIL

**RE: Proposed Mayslake Village Parking Improvement Project
1801 35th Street**

Dear Ms. Ziegler,

On behalf of Mayslake Village and as discussed at the Plan Commission meeting on November 10th and subsequent conversations with staff, I have met with Noriel Noriega onsite and we are in the process of updating the final engineering plans to include curbing around the perimeter of each parking area. We have additionally added landscaping materials to provide a better screening where automobile head lights could shine into windows. The additional landscape materials include:

SOUTH AREA

Added 4 Black Chokeberry, 3 Redtwig Dogwoods, 18 Arrowwood Viburnum and 2 Blackhaw Viburnum

WEST AREA

Added 2 Redtwig Dogwood, 8 Arrowwood Viburnum and 5 Speckled Alder

EAST AREA

Added a partial hedge of 46 Anthony Waterer Spirea

Under separate cover we have provided the updated landscaping plans, Sheets L2.0 and L2.1, dated 11-14-16.

Additionally, under separate cover we have provided a Wetland Determination Report, prepared by Carl Peterson, Gary R. Weber Associates, Inc., dated 11-09-16. The report findings were that there are no regulatory wetlands and therefore no required buffers. The report has been submitted to the County for their concurrence.

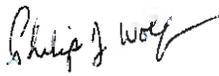
Briefly recapping the project, these parking spaces are primarily intended for staff but also provide much needed spaces for special events. On November 18, 2015 a permit for 36 temporary spaces was issued by the Village. The proposed project will make those spaces permanent as well as provide 89 additional spaces. While the new parking will impact the

amount of green space, the proposed parking will be constructed with permeable pavers to minimize additional runoff and in some cases improve water quality from runoff of adjacent asphalt pavements.

The proposed project is the least cost method to address the need for additional parking. These spaces are not required by Village ordinance. I have attached a budget quote for a multi-story parking garage. Funding of this magnitude is not available to pursue a centralized parking garage. Usually what dictates the need to use multi-level parking is the lack of land and the ability to generate revenues to offset the high cost of these facilities by utilizing the land that is saved for commercial purposes.

Should you have any questions, concerns or require any additional information please do not hesitate to contact me directly at (630) 935-0847 or via email at pwolf@wolfpackdg.com.

Yours truly,
Wolf Pack Consulting, LLC



Philip Wolf, P.E.
Managing Partner

/Encl.

Cc: Thomas Raak – Director of Maintenance



2037 West Carroll Street Chicago, IL 60612
Office: 312 243 3700 Fax: 312 243 3701 www.syr-grp.com

November 16, 2016

Mr. Thomas Raak
Mayslake Village
1801 Thirty-Fifth Street
Oak Brook, IL 60523

RE: Future Parking Structure

Mr. Raak,

We are pleased to submit a Parking Structure budget in the amount of *(\$6,450,000.00) Six Million Four Hundred Fifty Thousand Dollars*. This budget is based on 150 parking spaces, concrete structure, two elevators, emergency stairs, a dry fire protection, entry booth with gate, electrical and minimum mechanical system.

The exclusion to this budget are but not limited to; Permits, architectural, engineering and design fees, unforeseen conditions, environmental work, utility fees or tap fees, and builders risk insurance.

We sincerely hope this budget proposal merits your consideration and we welcome a scope review. If you have any questions or concerns, please contact the undersigned.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'T. Koontz', written over a horizontal line.

Thomas Koontz
Project Manager



ESI Consultants, Ltd.
Excellence. Service. Integrity

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

Attn: Community Development Department

Re: Preliminary Landscape Plan Review – Landscape Plans for Mayslake Parking Expansion, 7 sheets, dated November 9th, 2016 and submitted by Wolfpack Consulting, LLC.

We have performed a PRELIMINARY review of the packages sent to us that relate to the above referenced project. This review focuses on the application of Landscape measures to the proposed Site Plan.

After reviewing the plans for compliance with the Westmont Landscape Ordinance we have the following comments:

Our general recommendation is to approve this submission as presented.

Status: Approval

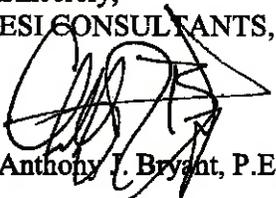
Landscaping Plan Comments

1. Of specific concern was the impact of headlights on the adjacent property.

Review Comment: After reviewing the parking lot configuration and the proposed landscaping, the screening provided is adequate to minimize the impact of headlights on the adjacent properties.

We hereby recommend approval of this submission, as presented. If you have any questions, please call me at (630) 420-1700 x2120.

Sincerely,
ESI CONSULTANTS, LTD.



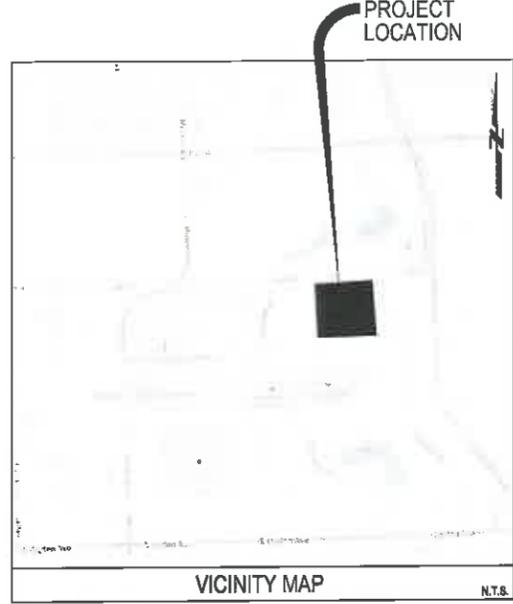
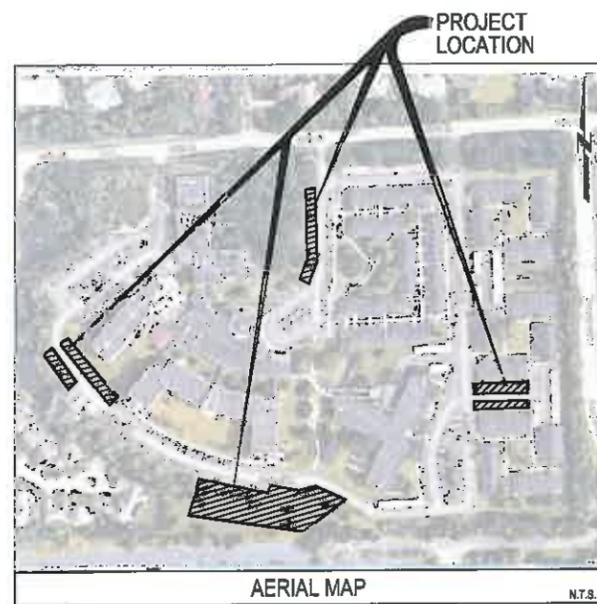
Anthony J. Bryant, P.E.

MAYSLAKE VILLAGE PARKING IMPROVEMENTS

VILLAGE OF OAK BROOK, ILLINOIS

SITE IMPROVEMENT PLANS

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
⊗	* **	LIGHT STANDARD/DOUBLE LIGHT STANDARD
⊕	⊕	WATER VALVE VAULT
⊕	⊕	WATER VALVE BOX
⊕	⊕	FIRE HYDRANT
⊕	⊕	BUFFALO BOX
⊕	⊕	SANITARY MANHOLE
▽	▶	FLARED END SECTION
□	■	STORM INLET
○	●	STORM CATCH BASIN
○	○	STORM MANHOLE
○	○	CLEANOUT
---	---	STORM SEWER PIPE
---	---	SANITARY SEWER PIPE
---	---	WATER MAIN PIPE
---	---	FORCEMAIN PIPE
---	---	STORM SEWER SERVICE
---	---	SANITARY SEWER SERVICE
---	---	WATER MAIN SERVICE
⊕	⊕	SANITARY RIM ELEVATION
⊕	⊕	SANITARY INVERT ELEVATION
⊕	⊕	WATER GRADE RING ELEVATION
⊕	⊕	WATER STATION LOCATION
⊕	⊕	STORM RIM ELEVATION
⊕	⊕	STORM INVERT ELEVATION
⊕	⊕	PROPOSED SANITARY STRUCTURE LABEL
⊕	⊕	PROPOSED WATER STRUCTURE LABEL
⊕	⊕	PROPOSED STORM STRUCTURE LABEL
---	---	PROPOSED RETAINING WALL
---	---	CURB AND GUTTER
---	---	DEPRESSED CURB AND GUTTER
---	---	REVERSE CURB AND GUTTER
---	---	SIDEWALK
---	---	SWALE FLOW ARROW
---	---	DRAINAGE ARROW
---	---	OVERLAND FLOW
---	---	1 FOOT CONTOURS
---	---	ACCESSIBLE CURB RAMP



INDEX OF DRAWINGS	
SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS
C3.0	SITE DIMENSIONAL PLAN - WEST & SOUTH
C3.1	SITE DIMENSIONAL PLAN - NORTH & EAST
C4.0	UTILITY & GRADING PLAN - WEST & SOUTH
C4.1	UTILITY & GRADING PLAN - NORTH & EAST
C5.0	CONSTRUCTION DETAILS

NOTE:
THESE PLANS INCLUDE 128 PERMEABLE PAVER PARKING SPACES PLUS 25 FUTURE SPACES TO REPLACE 36 TEMPORARY SPACES APPROVED 11/18/15.

ABBREVIATIONS			
ADJ	ADJUST	E	ELECTRIC
AGG	AGGREGATE GRAVEL	E-E	EDGE TO EDGE
BLM	BT. AGG. MIXTURE	ELEV.	ELEVATION
B-B	BACK TO BACK	EP	EDGE OF PAVEMENT
BP	BOTTOM OF PIPE	EX	EXISTING
B/WL	GRIND TO BOTTOM OF WALL	F-E	FIELD ENTRANCE
B.B.	BUFFALO BOX	F-F	FACE TO FACE
BT	BUTYROMIX CONCRETE	F-F	FINISHED FLOOR
BM	BENCHMARK	FB	FLARED END SECTION
B.O.	BY OTHERS	FH	FIRE HYDRANT
C.E.	COMMERCIAL ENTRANCE	FL	FLIGHT LINE
CB	CATCH BASIN	FM	FORCE MAIN
CL	CENTERLINE	G	GROUND
CLD	CLOSED LID	GAS	GAS
CMP	CORRUGATED METAL PIPE	GU	GUTTER ELEVATION
CNTRL	CONTROL	G.W.	GUY WIRE
C.D.	CLEAN OUT	H.C.	HANDICAP
CONC.	CONCRETE	H/WL	HIGH WATER LEVEL
C/V	CURB YARD	H	HANDHOLE
D	DITCH	H/WL	HIGH WATER LEVEL
DA	DIAMETER	INL	INLET
DR	DUCTILE IRON PIPE	INVERT	INVERT
D/W	DUCTILE IRON WATER MAIN	IP	IRON PIPE
DT	DRINKING TILE	MAX	MAXIMUM
D.S.	DOWN SPOUT	MB	MAIL BOX
M-L	MANHOLE	RR	RAILROAD
INCL.	NORMAL WATER LEVEL	SAW	SAW-RY SEWER
OLD	OPEN LID	SF	SQUARE FOOT
P.E.	PRIVATE ENTRANCE	SHLD	SHOULDER
PERF.	PERFORATED	SL	STREET LIGHT
PC	POINT OF CURVE	S/M	SANITARY MANHOLE
P.C.C.	PORTLAND CEMENT CONCRETE	ST	STORM SEWER
PCC	POINT OF COMPOUND CURVE	STL	STATION
PGL	PROFILE GRADE LINE	STD	STANDARD
P.I.	POINT OF INTERSECTION	SW	SIDEWALK
PL	PROPERTY LINE	SY	SQUARE YARD
PP	POWER POLE	TBR	TO BE REMOVED
PROP.	PROPOSED	T	TELEPHONE
PT	POINT OF TANGENCY	T.A.	TYPE A
P.V.C.	POLYVINYL CHLORIDE PIPE	T.C.	TOP OF CURB
P.V.C.	POINT OF VERTICAL CURVE	T.F.	TOP OF FOUNDATION
P.V.I.	POINT OF VERTICAL INTERSECTION	TP	TOP OF PIPE
PVT	POINT OF VERTICAL TANGENCY	T/W	TOP OF WALK
P	PAVEMENT	T/WALL	TOP OF WALL
R	RADIUS	TEMP	TEMPORARY
R.C.W.	RIGHT-OF-WAY	TRANS	TRANSFORMER
RCF	REINFORCED CONCRETE PIPE	V.B.	VALVE BOX
REM	REMOVE	V.V.	VALVE VAULT
RR	RAILROAD	WL	WATER LEVEL
		WM	WATER MAIN

NOTE:
THE LOCATION, ELEVATION, SIZE, AND TYPES OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, ELEVATION, SIZE AND TYPES OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONTACT JULIE AT 811
OR 800-892-0123
48 HOURS (2 working days) BEFORE YOU DIG

REVISIONS

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 1612 Ogden Avenue, Suite 202, Ursa, IL 60539
 Office: (830) 964-3117 • wolfpack.com

COVER SHEET
MAYSLAKE VILLAGE PARKING IMPROVEMENTS
VILLAGE OF OAK BROOK, ILLINOIS
PENDING APPROVAL - NOT FOR CONSTRUCTION
 PROJ. MGR.: P/W
 PROJ. ENG.: KM
 DRAWN BY: KM
 DATE: 10-08-16
 SCALE: N.T.S.
SHEET NO. C1.0
 PROJ. NUMBER:



PROJ. MGR.: PJW
 PROJ. ENG.: KM
 DRAWN BY: KM
 DATE: 10-05-16
 SCALE: 1"=50'

SHEET NO.
C2.0

PROJ. NUMBER:

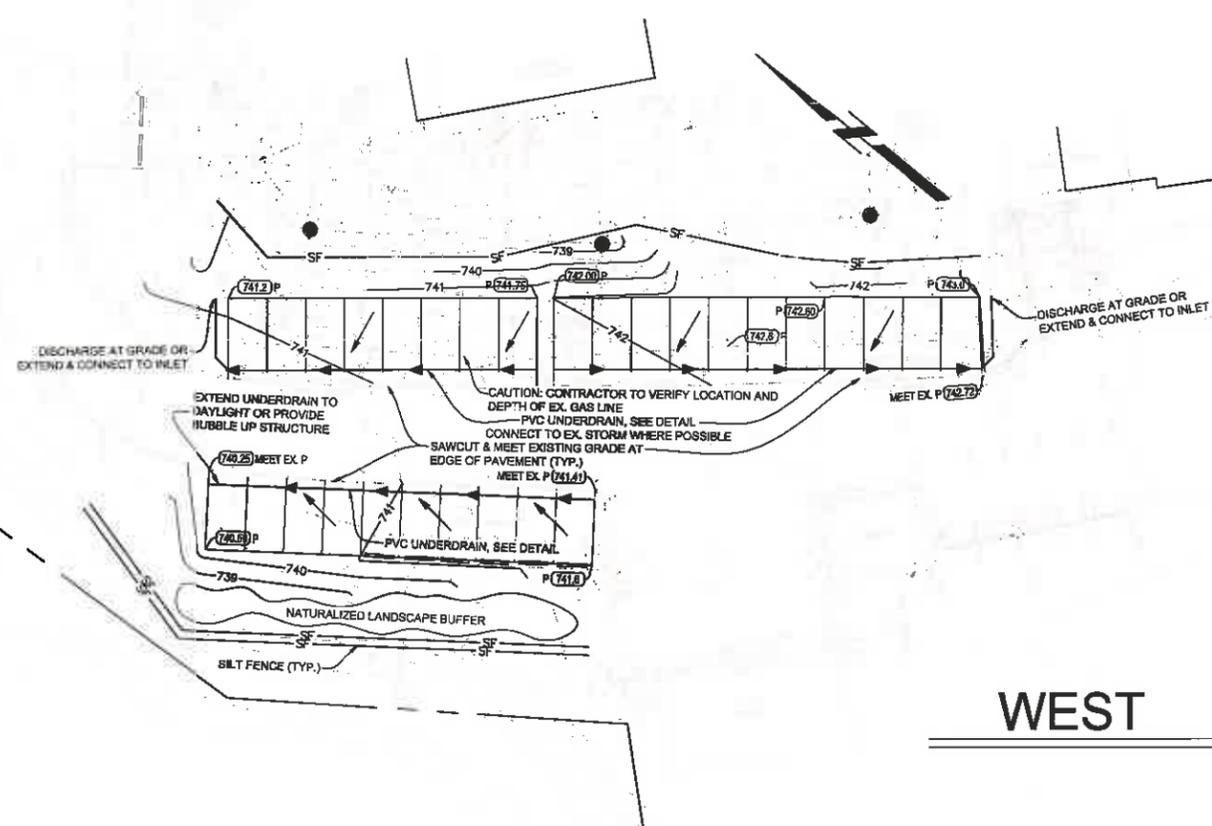
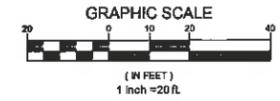
OVERALL LAYOUT
 MAYS LAKE VILLAGE PARKING IMPROVEMENTS
 VILLAGE OF OAK BROOK, ILLINOIS



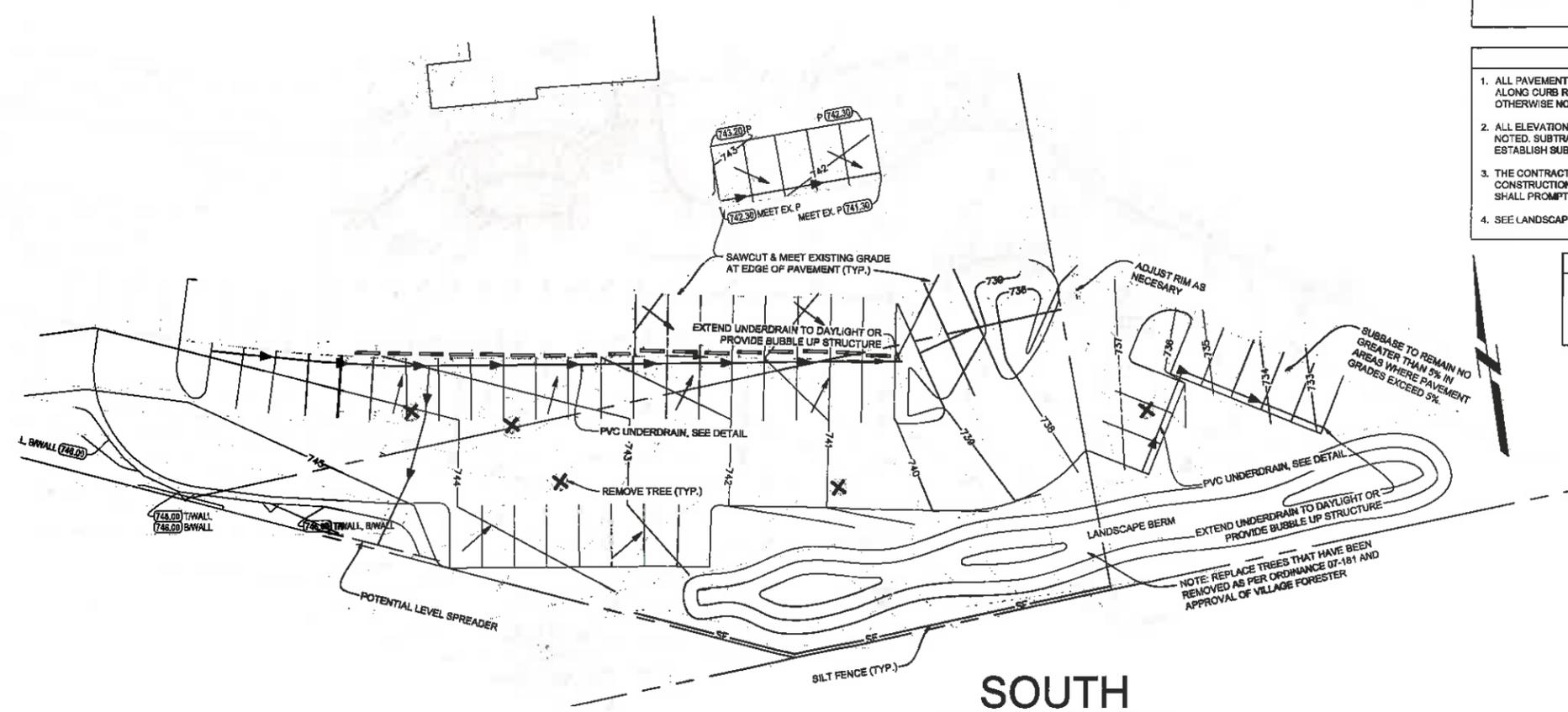
SUSTAINABLE DESIGN | SUSTAINABLE LIVING
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 Summer Management
Wolf Pack CONSULTING, LLC
 1612 Ogden Avenue, Suite 202, Lake, IL 60152
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NO.	REVISIONS

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WEST



SOUTH

- EROSION AND SEDIMENT CONTROL NOTES**
- CONTRACTOR TO INSTALL SILT FENCE PRIOR TO COMMENCEMENT OF ANY EARTHWORK. CONTRACTOR TO MAINTAIN SILT FENCE AS SHOWN AND INSTALL ADDITIONAL SILT FENCE WHERE NECESSARY THROUGHOUT CONSTRUCTION ACTIVITIES TO MINIMIZE SOIL EROSION.
 - ALL EROSION AND SEDIMENT CONTROL MEASURES IN AND AROUND THE PROPOSED IMPROVEMENTS ARE TO REMAIN IN PLACE AND TO BE MAINTAINED THROUGHOUT CONSTRUCTION ACTIVITIES UNTIL THE PROPOSED IMPROVEMENTS ARE COMPLETED AND THE SITE ADEQUATELY STABILIZED PER TEPA STANDARDS.
 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE FUNCTIONAL BEFORE LAND IS OTHERWISE DISTURBED ON THE SITE.
 - THE SURFACE OF STRIPPED AREAS SHALL BE PERMANENTLY OR TEMPORARILY PROTECTED FROM SOIL EROSION WITHIN 14 DAYS AFTER FINAL GRADE IS REACHED. STRIPPED AREAS NOT AT FINAL GRADE THAT WILL REMAIN UNDISTURBED FOR MORE THAN 14 DAYS AFTER INITIAL DISTURBANCE SHALL BE PROTECTED FROM EROSION.
 - IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 5 DAYS, THEN SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSTALLED DURING CONSTRUCTION.
 - OFF-SITE STORM SEWER INLETS SHALL BE PROTECTED WITH SEDIMENT TRAPPING OR FILTER CONTROL DEVICES DURING CONSTRUCTION.
 - WATER PUMPED OR OTHERWISE DISCHARGED FROM THE SITE DURING CONSTRUCTION DEWATERING SHALL BE FILTERED.
 - ANY SOIL, MUD OR DEBRIS WASHED, TRACKED, OR DEPOSITED ONTO THE STREET SHALL BE REMOVED PRIOR TO THE END OF EACH WORK DAY.
 - VEHICULAR ACCESS TO THE SITE SHALL BE RESTRICTED TO A GRAVEL DRIVE (AND GRAVEL DRIVE SHALL BE INSTALLED WITHIN 5 DAYS OF EXISTING PAVEMENT REMOVAL AND BEFORE ANY NEW CONSTRUCTION BEGINS AT THE SITE).
 - ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE MUNICIPALITY AS CONSTRUCTION PROGRESSES.
 - ALL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF STABILIZATION.

- SUGGESTED CONSTRUCTION SEQUENCE**
- INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
 - SITE DEMOLITION/EXISTING PAVEMENT REMOVAL AND EXCESS MATERIAL HAUL OFF.
 - CUT AND FILL PARKING TO SUB-GRADE.
 - CONSTRUCT UNDERGROUND IMPROVEMENTS: STORM SEWER, ETC. INSTALL INLET PROTECTION IN AND AROUND DRAINAGE STRUCTURES AS THEY ARE CONSTRUCTED.
 - INSTALL PERMEABLE PAVERS PER PLAN.
 - COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING/SODDING AND LANDSCAPING.
 - REMOVE AND PROPERLY DISPOSE OF TEMPORARY EROSION CONTROL MEASURES.

- GRADING NOTES**
- ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
 - ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
 - THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND BEFORE ORDERING MATERIALS. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE CIVIL ENGINEER OF ANY DISCREPANCIES.
 - SEE LANDSCAPE PLANS FOR MORE INFORMATION ON SITE LANDSCAPING.



REVISIONS

NO.	DATE	DESCRIPTION

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

Wolf Pack CONSULTING, LLC

Civil Engineering
Land Planning
Land Surveying
Project Estimation
Stormwater Management

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UTILITY & GRADING PLAN - WEST & SOUTH

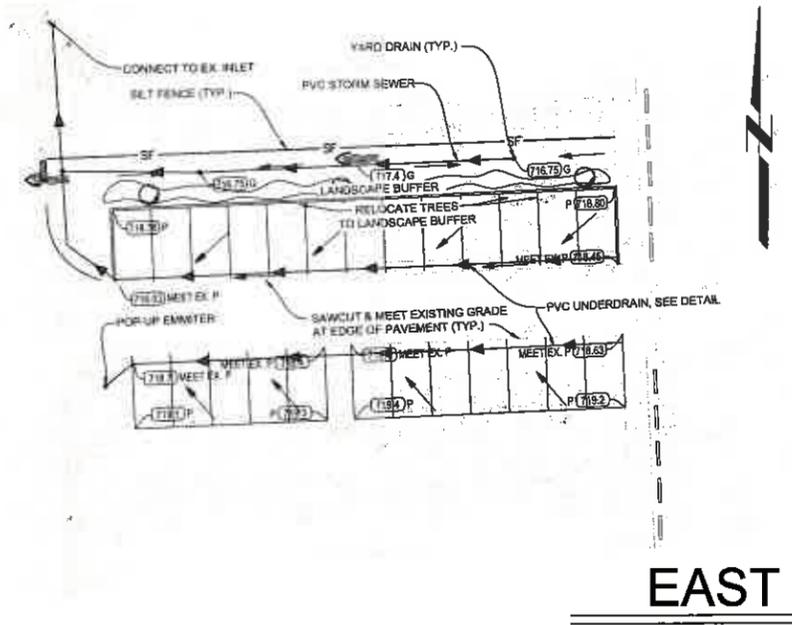
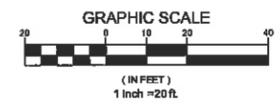
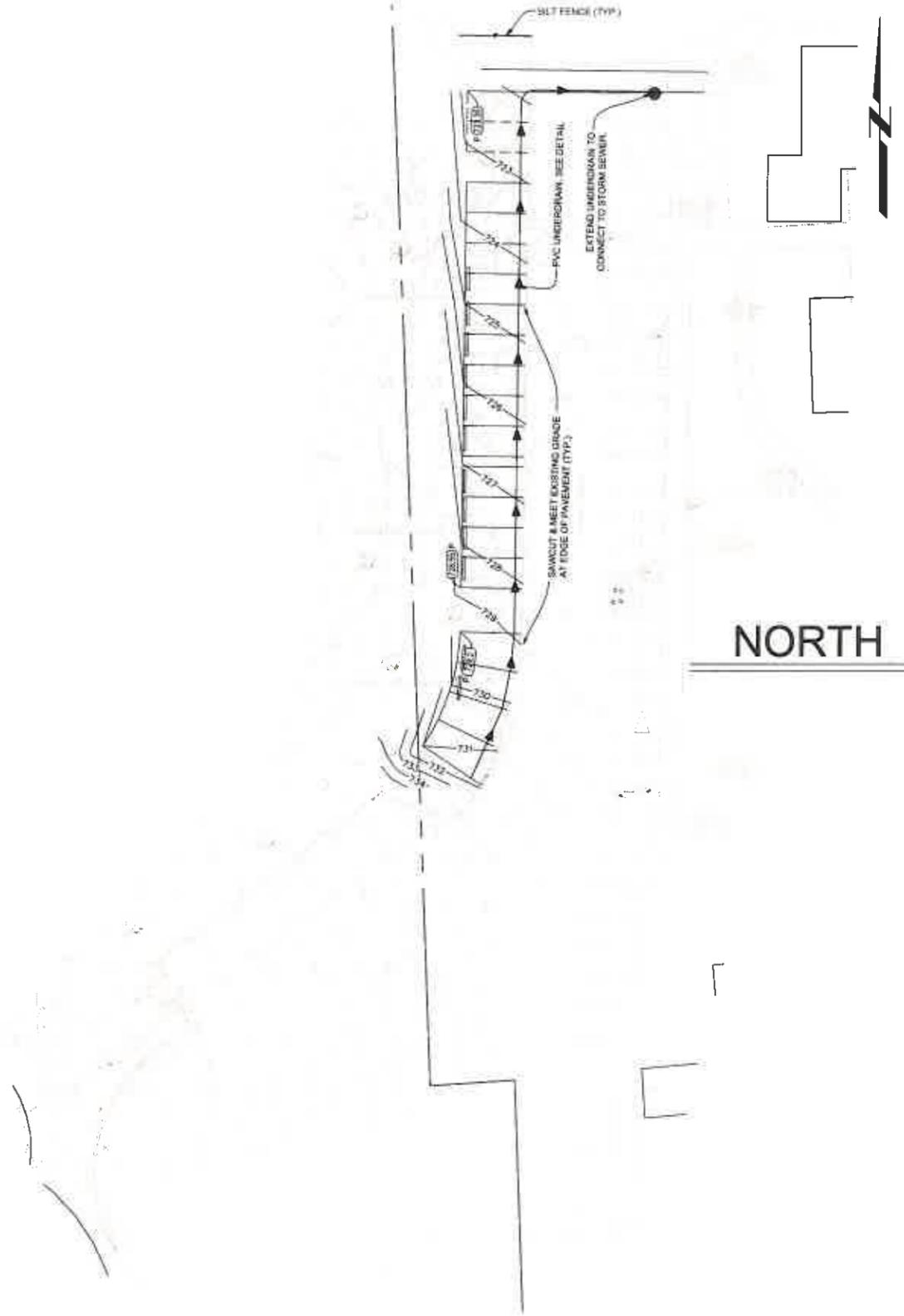
MAYSLAKE VILLAGE PARKING IMPROVEMENTS

VILLAGE OF WESTMONT, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	10-06-18
SCALE:	1"=20'
SHEET NO.	C4.0
PROJ. NUMBER:	

11-03-18 REVISED PER VILLAGE COMMENTS DATED 10-31-18

PENDING APPROVAL - NOT FOR CONSTRUCTION



EAST

NORTH

NO.	REVISIONS
1	REVISED PER VILLAGE COMMENTS DATED 10-31-16

SUSTAINABLE DESIGN | SUSTAINABLE LIVING
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 Stormwater Management

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UTILITY & GRADING PLAN - NORTH & EAST
MAYSLAKE VILLAGE PARKING IMPROVEMENTS
VILLAGE OF WESTMONT, ILLINOIS

PROJ. MGR.:	PJW
PROJ. ENG.:	KM
DRAWN BY:	KM
DATE:	10-06-16
SCALE:	1"=20'

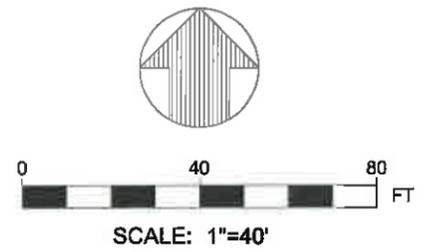
SHEET NO.
C4.1

PROJ. NUMBER:

PENDING APPROVAL - NOT FOR CONSTRUCTION



P - Passenger Car	19.00ft
Overall Length	7.00ft
Overall Width	4.30ft
Overall Body Height	1.115ft
Min Body Ground Clearance	6.00ft
Track Width	4.00s
Lock-to-lock time	31.60°
Max Steering Angle (Virtual)	



REVISIONS	

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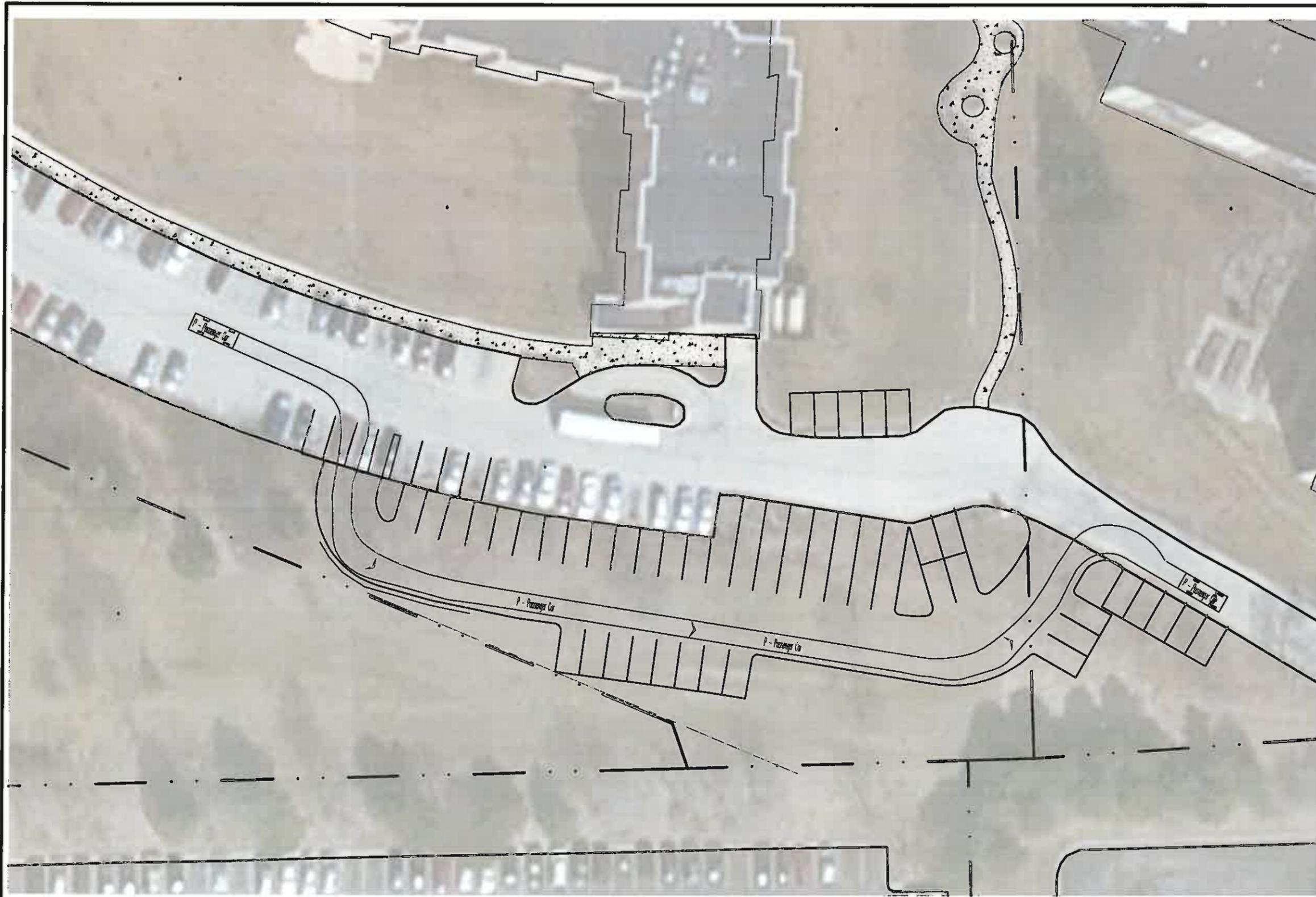
Civil Engineering
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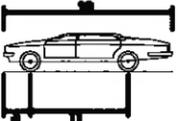
MAYSLAKE VILLAGE PARKING IMPROVEMENTS

VILLAGE OF OAK BROOK, ILLINOIS

AUTOTURN EXHIBIT

DRAWN BY:	KM	DATE:	11/03/2106	SCALE:	1"=40'	PROJ. MGR.:	PJW	PROJECT #:	
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P - Passenger Car	
Overall Length	19.000ft
Overall Width	7.000ft
Overall Body Height	4.300ft
Min Body Ground Clearance	1.115ft
Track Width	6.000ft
Lock-to-lock time	4.00s
Max Steering Angle (Virtual)	31.60°



SCALE: 1"=40'

REVISIONS



SUSTAINABLE DESIGN | SUSTAINABLE LIVING

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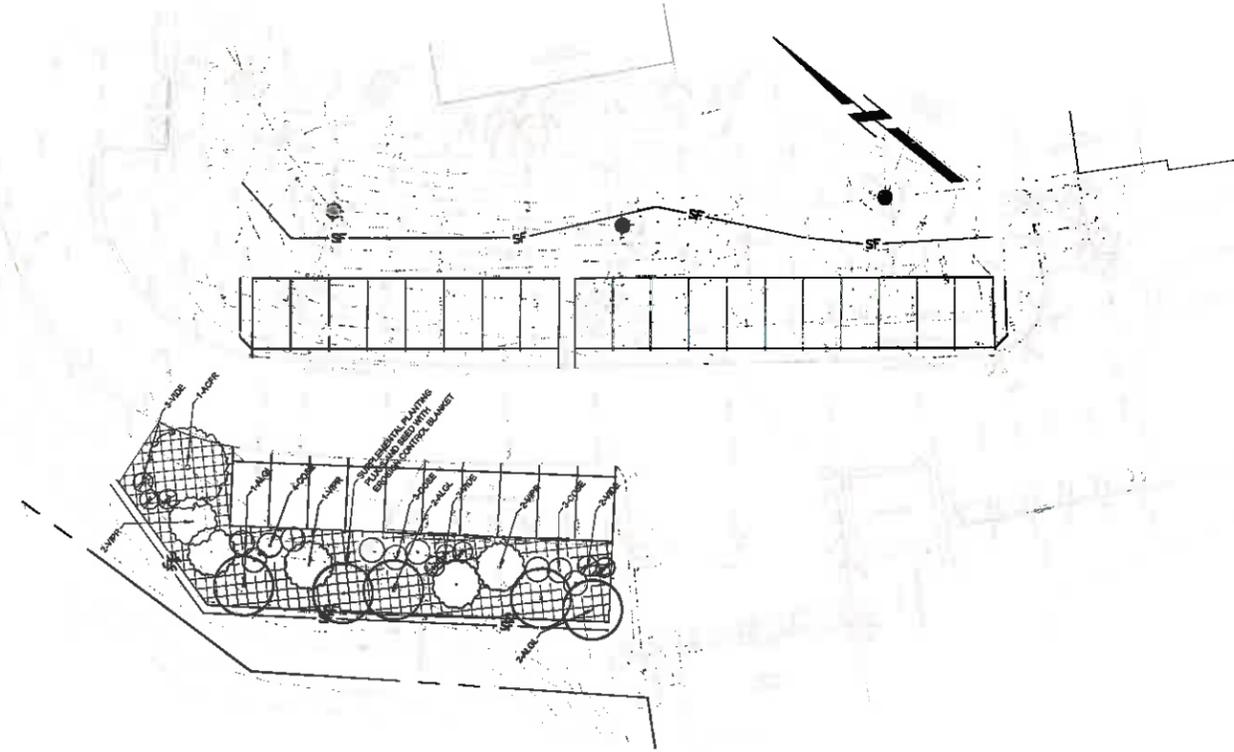
Civil Engineering
Land Planning
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Project Entitlements
Stormwater Management

MAYSLAKE VILLAGE PARKING IMPROVEMENTS

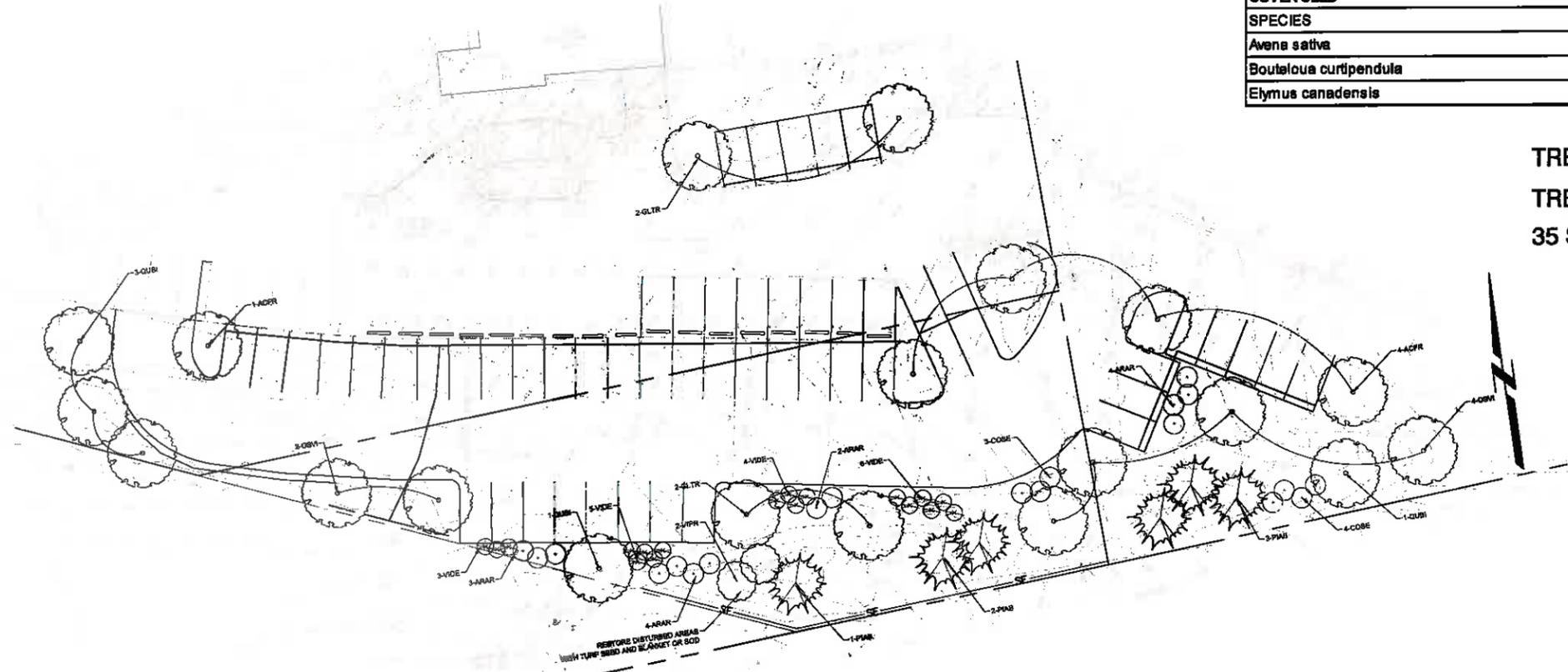
VILLAGE OF OAK BROOK, ILLINOIS

AUTOTURN EXHIBIT

DRAWN BY:	KM	DATE:	11/03/2106	SCALE:	1"=40'	PROJ. MGR.:	PJW	PROJECT #:	
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WEST LANDSCAPE PLAN
SCALE 1" = 20'



SOUTH LANDSCAPE PLAN
SCALE 1" = 20'

PLANT SCHEDULE					
SHADE TREES					
KEY	QTY	SPECIES	COMMON	SIZE	NOTES
ACFR	8	Acer x freemanii 'Armstrong'	Armstrong Freeman Maple	3" cal.	B&B
GLTR	4	Gleditsia triacanthos var. inermis 'Skycole'	Skyline Honeylocust	3" cal.	B&B
OSVI	6	Ostrya virginiana	Ironwood	3" cal.	B&B
QURU	5	Quercus rubra	Red Oak	3" cal.	B&B
QUBI	6	Quercus bicolor	Swamp White Oak	3" cal.	B&B
CAOV	3	Carya ovata	Shagbark Hickory	3" cal.	B&B
JUNI	3	Juglans nigra	Black Walnut	3" cal.	B&B
EVERGREEN TREES					
PIAB	0	Picea abies	Norway Spruce	8' ht.	B&B
ORNAMENTAL TREES					
ALGL	5	Alnus glutinosa	Speckled Alder	8' ht.	#5
DECIDUOUS SHRUBS					
ARAR	11	Aronia arbutifolia 'Brilliantissima'	Red Chokeberry	36" ht.	#5
COSE	17	Cornus sericea 'Isanti'	Isanti Redtwig Dogwood	36" ht.	#5
SPAW	46	Spiraea japonica 'Anthony Waterer'	Anthony Waterer Spirea	24"	#3
VIDE	26	Viburnum dentatum 'Christom'	Blue Muffin Arrowwood Viburnum	24"	#5
VIPR	7	Viburnum prunifolium	Blackhaw Viburnum	36" ht.	#5
SUPPLEMENTAL PLANTING					
PLUGS - DISTRIBUTE THROUGHOUT DISTURBED AREAS AS INDICATED ON PLAN					
QTY	SPECIES	COMMON			
96	Allium cernuum	Nodding Wild Onion			
192	Asclepias syriaca	Common Milkweed			
288	Carex pensylvanica	Common Oak Sedge			
96	Geranium maculatum	Wild Geranium			
192	Polemonium reptans	Jacob's Ladder			
96	Symphotrichum ericoides	Heath Aster			
96	Symphotrichum oolentangiense	Sky Blue Aster			
192	Veronicastrum virginicum	Culver's Root			
COVER SEED					
SPECIES	COMMON	OZ / ACRE			
Avena sativa	Seed Oats	200			
Bouteloua curtipendula	Side Oats Gramma	160			
Elymus canadensis	Canada Wild Rye	20			

TREE REPLACEMENT INCHES REQUIRED = 105
 TREE REPLACEMENT INCHES PROVIDED = 105
 35 SHADE TREES X 3" CAL = 105



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 418 South Cass Avenue, Westmont, IL 60559
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REVISIONS

11-14-16	REVISED PER PLAN & ZONING COMMISSION 11-9-16
11-03-16	REVISED PER VILLAGE COMMENTS DATED 10-31-16

SUSTAINABLE DESIGN | SUSTAINABLE LIVING

LANDSCAPE PLAN - WEST & SOUTH
MAYSLAKE VILLAGE PARKING IMPROVEMENTS
VILLAGE OF WESTMONT, ILLINOIS

PROJ. MGR.: PJW
 PROJ. ENG.: KZ
 DRAWN BY: ND
 DATE: 11-05-16
 SCALE: 1"=20'

SHEET NO. L2.0

PROJ. NUMBER:

PENDING APPROVAL - NOT FOR CONSTRUCTION



**VILLAGE OF WESTMONT
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

MEETING DATE: November 09, 2016

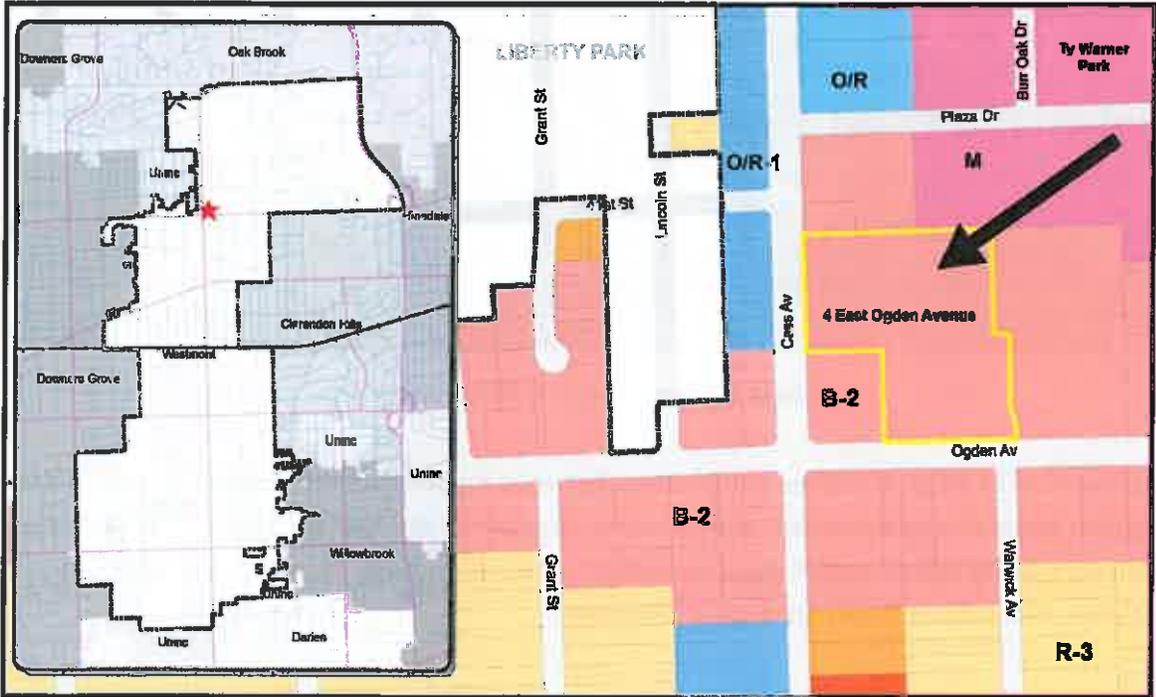
P/Z 16-026

TITLE: Catalyst Exhibits, Inc. regarding the property located at 4 East Ogden Avenue, Westmont, IL 60559 for the following:

- (A) Special Use permit request to operate an accessory drive-in facility for an existing bank in the B-2 PD General Business District.
- (B) Special Use permit request to operate an on-premise ATM in the B-2 PD General Business District.
- (C) Zoning Code Variance request to allow an ATM structure within the front yard setback.
- (D) Zoning Code Variance request to increase the number of allowable signs.
- (E) Site and Landscaping Plan approval.

BACKGROUND OF ITEM

The subject property is located on the northeast corner of Ogden Avenue and Cass Avenue, with frontage to both streets. It is known as Lot 1 in the Jewel 3068 Subdivision, which was recorded on November 08, 2011.

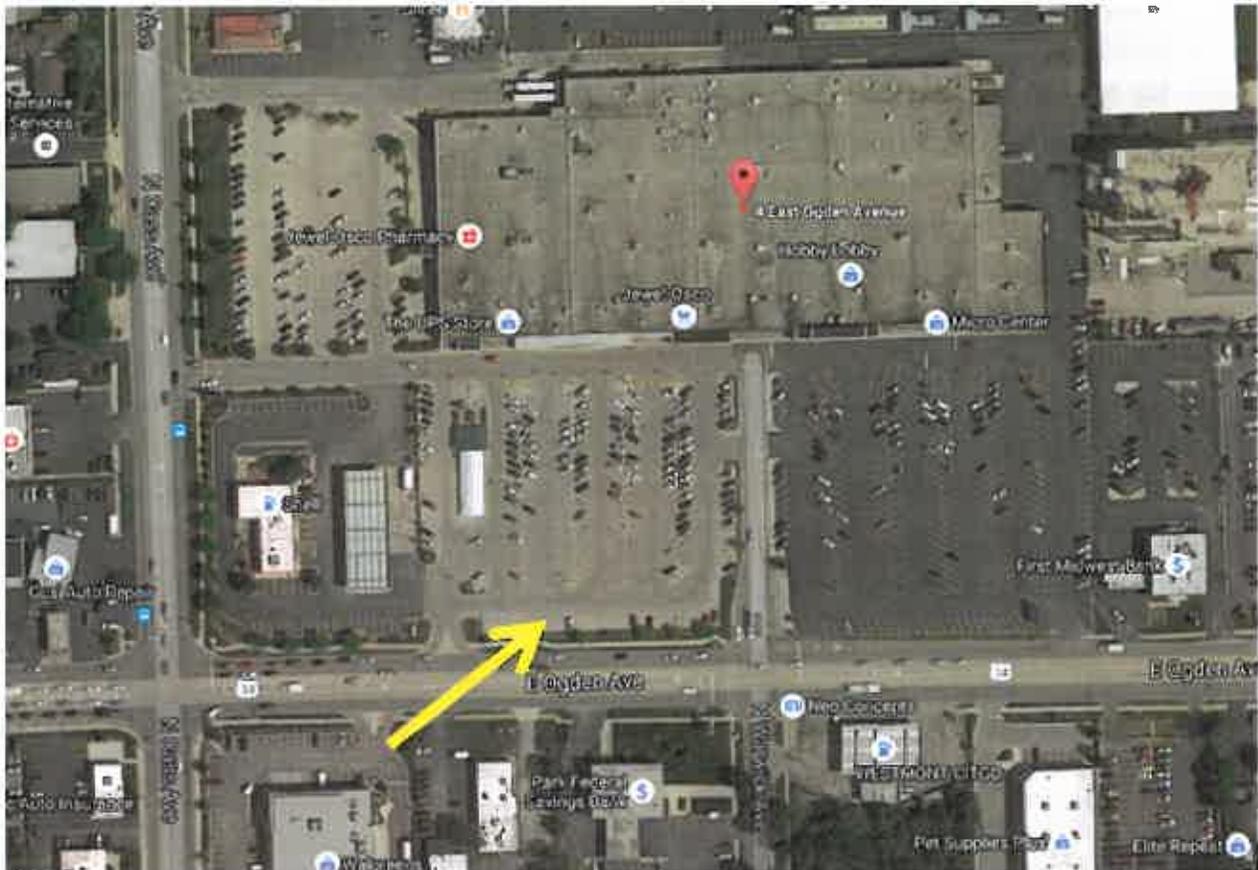


4 East Ogden Avenue - Zoning Map

TCF Bank currently operates a banking location within the existing Jewel Osco as one of many secondary leased spaces accessed through the grocery store.

The applicant requests to install drive-thru ATM facilities located adjacent the Ogden Avenue frontage to provide its customers with better service and gain visibility to Ogden Avenue.

These requests require multiple approvals including a special use for the drive-thru, special use for an ATM, and variances to both front yard setbacks and additional signage on the site.



4 East Ogden Avenue - Aerial Map

The proposed ATM kiosk would be constructed between Ogden Avenue and the southern drive aisle for the Jewel Osco parking lot, with a lane accessible to the east of the right in/right-out that also serves the corner outlet gasoline station. It would occupy 18 existing parking spaces. The kiosk is proposed to have a canopy and signage.



**Above: Looking west on Ogden, gasoline facility in background.
Below: Looking east on Ogden, Jewel Osco in background.**



Historically, Jewel Osco received approvals in 2004 of a drive-thru installation for the pharmacy adjacent the building and an automobile fueling facility on the corner with an attached car wash. Although the gasoline facility is formally an outlot, multiple vehicle/drive-thru facilities exist at this intersection.

The Jewel Osco received signage approvals through a Planned Development process, and exceeds the code in the number of signs on the building. Entry pole/monument signs exist on both Cass and Ogden Avenues, and although considered legal non-conforming, exceed the current height permitted. The TCF facility has signage on each of these signs.

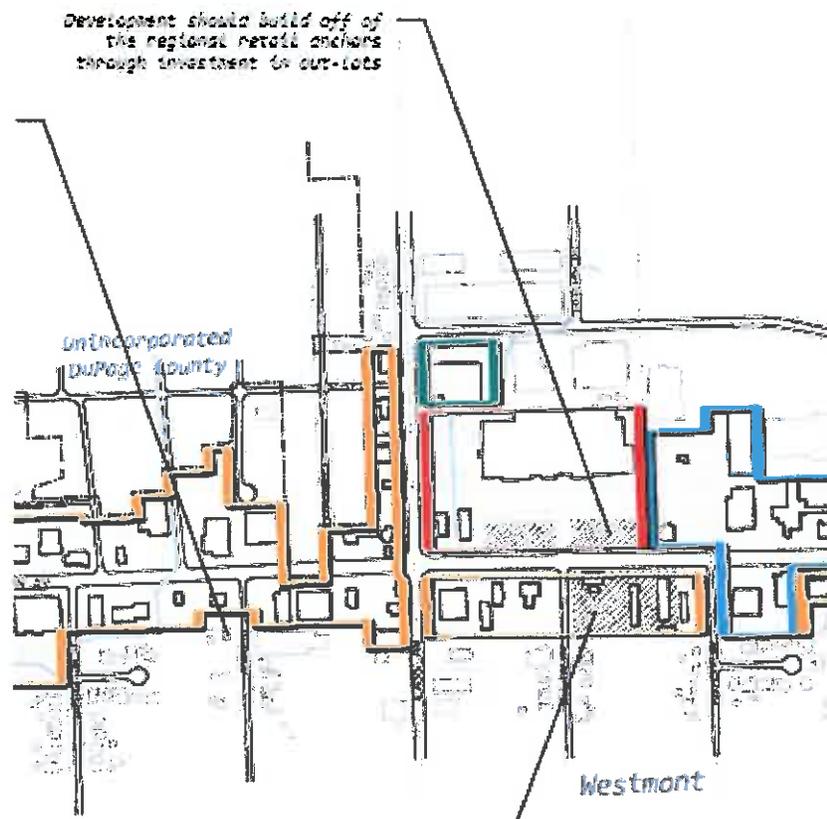
ZONING ANALYSIS

The subject property is located in the B-2 General Business District. Properties to the north, south and east are similarly zoned, and properties to the west are zoned Office/Research-One District. To install an ATM at this location, Special Uses are required for both the drive thru and ATM, and Variances for signage and encroachment into the front yard setback are required and will be discussed below.

Based on a high volume commercial use, the existing building requires 360 spaces. Installation of this ATM would result in a net loss of 18 spaces, or a remaining 376 spaces and does not require any parking variances.

Comprehensive Plan, Economic Development and Design Guidelines

The subject property is located in the "Ogden and Cass" boundary of the Ogden Avenue Subarea within Westmont. The Ogden and Cass character district, centered around the intersection of two of Westmont's most prominent corridors, is home to the largest commercial development lots in this portion of the Village. The centerpiece of the district is a multi-tenant shopping center that includes a Jewel-Osco, Hobby Lobby, and Micro Center electronics retailer. To the north is a strip center hosting local restaurants and retailers. The primary goal of this character district is to strengthen the presence of the main shopping center.



The Comprehensive Plan further states “additional out-lot development is possible along the Ogden Avenue frontage of the primary commercial center. Such development should result in buildings and sites that benefit from a high level of visibility and establish an attractive character for the district.” In particular, the map above indicates this area as one preferred as a future outlot.

Regarding drive thrus, the adopted Commercial Area Design Guidelines state “any business permitted to have a “drive-thru” facility should be sited so that drive-thru lanes and pickup windows are not prominently featured. Any canopies over drive-thru windows or lanes should match the material and architectural character of the primary building. Drive-thrus on outlots should face the interior of the development lot whenever possible, and should be screened with low masonry walls or landscaping when visible from the street.”

The applicant presented this project proposal to the Economic Development Committee on November 02, 2016, and received a unanimous positive recommendation. The committee did hesitate on the variance for the additional sign, and the applicant indicated that the structure was fully customizable and could be modified. In the most recent drawings that have been submitted, an alternate drawing showing a reduced pole with no signage is included in the event the sign variance is not supported.

Special Use Requests

ATM and Drive-Thru

Appendix “A”, Sections 7.03(A)(7A) and (35) require that the applicant satisfactorily establishes that there will be no appreciable traffic congestion or hazard to pedestrian safety. The applicant has indicated the ATM will have 1200 transactions per month (40 per day) and that the location selected will have minimal impact on congestion. Additionally, the ATM must address security measures as determined by the Chief of Police. The Chief has indicated that all security concerns have been addressed and his comments are attached. The use must also be considered against all other Special Use standards, which are noted below.

The **Special Use standards** are:

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.

Variances

Front Yard Setback

The applicant is requesting two variances related to the installation. First, a setback variance would be required to allow the structure approximately 17' from the front property line which is adjacent Ogden Avenue. Code requires a 30' front setback as a supplemental setback specific to Ogden Avenue, although the current parking spaces exist just 8' from the property line. No screening with either vegetation or a low wall as recommended by the Design Guidelines has been included as a part of the proposal.

Permitted Number of Freestanding Signs

A sign variance is also being requested due to signage on the structure which would be considered a pole sign. Indicated at 16' in height, the pole sign is the maximum height permitted for all pole signs, as Village code does not have stricter requirements for any signage that would be considered a secondary use on the site. This signage, while only 16 square feet in size, is in addition to TCF signage on the ATM itself, and bank signage on the building and existing shopping center monument signs.

SITE PLAN COMMENTS

Landscape has been provided in the narrow island that separates the aisle leading to the ATM, as well as the entry and exit. Although requested by staff, no additional landscape has been provided adjacent Ogden Avenue. Staff encouraged the applicant to take this buffer area into consideration area as the Village has recently held many other businesses along the corridor to make substantial improvements. Additionally, the existing landscape has suffered losses from lack of maintenance. Staff would hold any final construction approvals as an opportunity to ensure the entire site was in compliance with approved landscape plans.

The applicant has indicated that the ATM placement along Ogden Avenue is at the preference of Jewel Osco, and while not typically parked with vehicles, this area is historically used for snow storage in the winter months. Locating the ATM further in the site or along Cass Avenue could remedy screening issues for the drive-thru. The Comprehensive Plan considers this area prime real estate for future outlots.

STAFF COMMENTS

Engineering and Landscape

Comments from both the Village Engineer Noriel Noriega and ESI Consultants are attached for review. Comments indicate no significant issues.

Submitted Revisions to Comments:

The applicant submitted revised drawings on November 04, 2016 to address staff comments. Both sets have been included as attachments. At the date of this report staff had not reviewed these revisions. Comments will be forwarded if received prior to the public hearing.

SUMMARY

The applicant seeks approval of a special uses for both an ATM and a drive-thru, and variances to both signage and setback to allow for the construction of a drive-thru ATM in front of Jewel Osco adjacent Ogden Avenue.

DOCUMENTS ATTACHED

1. Agenda publication published in the October 26, 2016 edition of the Westmont Suburban Life.
2. Staff review comments from Chief of Police Jim Gunther dated October 24, 2016, Village Engineer Noriel Noriega dated October 31, 2016, and Engineering and Landscape consultant Anthony Bryant.
3. Application for Site and Landscaping approval, with associated application materials, dated October 07, 2016.
 - a. Plat of Survey and Topographic Survey of site.
 - b. Site Improvement Plans (remote ATM Installation, canopy renderings and photos), prepared by Huron Design Group, dated September 09, 2016.
 - c. **REVISED Site Improvement Plans, prepared by Huron Design Group, stamped and received November 04, 2016.**



POLICE DEPARTMENT
500 North Cass Avenue, Westmont, Illinois 60559-1503



Main: 630-981-6300 Records: 630-981-6303
Investigations: 630-981-6302 Administration: 630-981-6363
westmont.il.gov | police@westmont.il.gov

To: Jill Ziegler, Community Development Director - Village of Westmont
From: James Gunther, Chief of Police
Date: October 24, 2016
RE: Security audit/review of proposed ATM for Hinsdale Bank and Trust

As requested, I conducted a security audit/review of the proposed site for an ATM machine located at the Jewel Food Store, 4 East Ogden Avenue, Westmont.

The following security issues were reviewed which are required by Zoning Ordinance Appendix A, Section 7.04 Special Condition #8:

Use of the host premises: The proposed freestanding ATM will be located on the southern most section of the property, closest to Ogden Avenue.

Material and design constituting the facility: Standard metal construction.

Lighting & Alarm systems: Dedicated lighting will illuminate the ATM during the overnight hours. The proposed ATM is alarmed.

Personal or mechanical surveillance: A security camera will be positioned at the ATM.

Visibility from rights-of-way: Abundance of ambient light from surrounding businesses and streetlights.

Crime Rates in the vicinity: Crime rates in the area is of little concern for this location. Crime rates in the area are low.

Limitations upon access to the facility: This is a drive-up ATM with automobile access entering from west to east.

Pedestrian and traffic flow in the vicinity: A heavy flow of vehicular traffic will be in the vicinity of the ATM during the morning and evening rush hours. The proposed ATM location will have minimal to no impact on the flow of vehicular and/or foot traffic.

Number of facilities of like being located nearby: Numerous ATM's are located within the immediate area, however very few drive-up ATM's exist.

Availability of access by residents and employees: Access and use will be possible 24 hours a day.



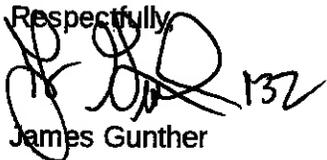
POLICE DEPARTMENT
500 North Cass Avenue, Westmont, Illinois 60559-1503



Main: 630-981-6300 Records: 630-981-6303
Investigations: 630-981-6302 Administration: 630-981-6363
westmont.il.gov | police@westmont.il.gov

It is my opinion that all security concerns have been addressed. Customers using this ATM, as with any ATM located throughout the Village, should exercise caution and care when using the device. The time of day, proximity to other people, and protection of personal information should always be a concern to anyone wishing to use an ATM.

Respectfully


James Gunther
Chief of Police



**Public Works Department
Engineering Division**

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6272 Fax: 630-829-4479

Date: October 31, 2016

To: Mrs. Jill Ziegler, AICP
Community Development Director

From: Noriel Noriega, PE, CPESC
Assistant Director of Public Works - Village Engineer

RE: Proposed TCF ATM Drive-Thru
4 E Ogden, Westmont
Preliminary Review #1

We are in receipt of the following items for the proposed TCF ATM Drive-Thru at 4 E. Ogden Avenue:

1. Topographic Survey dated 04/24/2003 prepared by Webster, McGrath, & Ahlberg Ltd.
2. Plat of Easement Grant dated 10/27/2004 prepared by Webster, McGrath, & Ahlberg Ltd.
3. Plat of Survey dated 08/26/1970 prepared by Greeley Howard Norlin, Not Inc.
4. TCF Bank Remote ATM Installation Architect Plans dated 07/21/2016 prepared by Huron Design Group.

A preliminary review of the submitted documents has no significant issues that we feel would prevent the project from continuing. Our listed comments below can be addressed during the Permit Application Process. It should be noted that additional comments should be anticipated when a full Permit Application Review is performed.

Site Plan Comments:

1. Address all comments made by Mr. Anthony Bryant, PE, ESI Consultants Ltd, on his letter titled Preliminary Review #1.
 - a. Referencing Preliminary Review Comment #6: Use B6.12 curb and gutter.
 - b. Referencing Preliminary Review Comment #7: Disregard comment.
 - c. Referencing Preliminary Review Comment #12: Include a Tree Survey with the requested updated survey.
2. The amount of disturbance for this project is insignificant where much of the work is removing asphalt parking area and replacing with landscaping islands. We will not require detention for the disturbed area; however, we will request additional landscaping to be provided.
3. Review and approvals will be required from Mr. Jon Yeater, Public Works Foreman - Village Forester, regarding any tree requirements. If you have any specific questions, Mr. Yeater can be contacted at 630-981-6285.
 - a. Clarify which parkway tree shall be removed, if any.
 - b. Provide tree protection for the existing trees adjacent to the construction site.
4. Provide the following Village Details to the plans. Details can be located on the Village's website (www.westmont.il.gov) under Documents & Forms / Community Development / Standard Details.
 - a. Minimum Pavement Cross Sections
 - b. Curb and Gutter



**Public Works Department
Engineering Division**

31 West Quincy Street • Westmont, Illinois 60559
Tel: 630-981-6272 Fax: 630-829-4479

c. Tree Protection

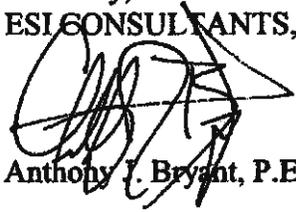
If you have any further questions or concerns, please contact me at 630-981-6295.

Thank you.

**Cc: Mr. Mike Ramsey, PO - Director of Public Works (via email)
Mr. Jim Cates - Public Works Supervisor, Water Operations / Facilities Manager (via email)
Mr. Jon Yeater - Public Works Foreman, Village Forester (via email)
Ms. Melissa Brendle - Municipal Services Office Supervisor (via email)
Mr. Joe Hennerfeind - Planner II (via email)
Mrs. Rose Gross - Municipal Services (via email)
Mr. Anthony Bryant, PE - ESI Consultants (via email)**

If you have any questions, please call me at (630) 420-1700 x2120.

Sincerely,
ESI CONSULTANTS, LTD.

A handwritten signature in black ink, appearing to read 'Anthony J. Bryant', is written over the company name.

Anthony J. Bryant, P.E.



ESI Consultants, Ltd.
Excellence. Service, Integrity

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

Attn: Community Development Department

Re: Preliminary Land Development, Landscape Review – Landscape Plans for ATM #232 – 4
E. Ogden Ave., Westmont, IL

Plans provided by Huron Design Group, dated 7/21/2016

We have performed a **PRELIMINARY** review of the packages sent to us that relate to the above referenced project. This review focuses on the application of Landscaping measures to the proposed Landscape Plan.

After reviewing the plans for compliance with the Westmont Landscape Ordinance we have the following comments:

Landscape Design Comments

Sec. 80-41. - Landscape plan application procedure.

All subdivision, planned unit developments, commercial developments or projects exceeding 5,000 square feet of disturbance shall include the following materials in a form acceptable to the village and as further described herein. The village shall review the application which may include an inspection of the site and referral of the application for recommendation to other appropriate administrative departments or agencies.

This project does not exceed the 5,000 square feet of disturbance to require submission of a tree survey, tree preservation plan or landscape plan.

Due to Westmont Landscape Ordinance requirements not pertaining to this project, there is no overall violations or discrepancies presented on the proposed landscape plan. Our general recommendation is to approve this submission as provided, advising caution to protect existing landscaping.

Status: **Approval**



Special Use Standards

- 1) That the established, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
We feel that there is no adverse effect to the public. All maintenance to the Pavilion itself will be visited quarterly.

- 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.
This will not be injurious to the use and enjoyment of other properties in the immediate vicinity nor depreciate the property values in 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.
This will not impede the normal/orderly development/improvement of surrounding properties.

- 4) That adequate utilities, access ways, drainage and/or other necessary facilities have been or are being provided.
There is adequate utilities, access roads and necessary drainage 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.
Adequate measures have been taken to provide the best location to minimize traffic congestion in 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.
The install of the pavilion is conform to the applicable land use regulation and does not violate any other applicable law, ordinance or regulations.

1/2

- 7) Special use may be permitted provided the owner of the facility and the host premises provide for adequate security as determined prellminarily by the chief of police for the Westmont Police Department with such determination to address all relevant factors, including but not limited to the use of the host premises, the use of parcels adjacent to and nearby the host premises, the materials and design constituting the facility, lighting, alarm system, personal or mechanical surveillance, visibility from rights-of-way, crime rates in the vicinity, limitations upon access to the facility, pedestrian and traffic flow in the vicinity of the facility, and the number of facilities of like kind located nearby the proposed facility and available to the residents of the village and the customers and employees of businesses in the village.

We feel that adequate security has been provided to the ATM pavilion to ensure banking customers can conduct their business in a safe and secure environment. No incidents have been reported from any of the 6 ATM pavilions installed in towns nearby (Darien, Palos Park, Alsip, Franklin Park, and 2 locations in Naperville). A security camera is installed at the ATM pavilion and adequate lighting will be provided to ensure a well-lit environment for banking customers conducting their business at any time of day or night. We feel that there is sufficient space provided (approx. 5 cars; 1 car at ATM and 4 waiting in line) to avoid a situation where traffic flow is hindered, either coming into the parking or traffic flow within the parking lot.



FINDING OF FACTS FOR VARIANCE

PROJECT: TCF BANK ATM PAVILION IN JEWEL-OSCO PARKING LOT
COMMON ADDRESS: 4 EAST OGDEN AVENUE, WESTMONT, IL 60559
PIN: 09-03-105-051
PROPERTY ZONE: B-2 BUSINESS DISTRICT – 13.07 VARIATIONS

- A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located. **The proposed ATM Pavilion is sought to be installed to provide convenience to the banking customer. The same level of customer convenience and care cannot be offered without this new install.**
- B) The plight of the owner is due to unique circumstances. **We feel it is of utmost importance to offer this drive-thru ATM Pavilion as a high level convenience to banking customer. The same customer service and convenience cannot be offered with the traditional banking option.**
- C) The variation, if granted, will not alter the essential character of the locality. **The proposed ATM Pavilion has a minimalist/clean design and is esthetically appealing and with the proposed landscaping it will further beautify the new install. We feel that, if the variation is granted, it will not alter the essential character of the locality.**

Westmont Design Guidelines

6. Any business permitted to have a "drive-thru" facility should be sited so that drive-thru lanes and pickup windows are not prominently featured. Any

canopies over drive-thru windows or lanes should match the material and architectural character of the primary building. Drive-thrus on outlots should face the interior of the development lot whenever possible, and should be screened with low masonry walls or landscaping when visible from the street. **We feel the ATM pavilion would be approx. the same distance to the roadways as the gas station across the street. Also, with a masonry wall or covering landscaping the security of the banking customer would be compromised and would not serve the public safety the bank is aiming to provide with the open features of this ATM pavilion.**



CITCO gas station – Corner of Warwick Ave. & E. Ogden Ave.



4 East Ogden Ave. – proposed location for the TCF ATM pavilion (drive-thru)



Similar/comparable distance from street to drive-up at CITCO & proposed ATM Pavilion (see yellow boxes)

7. Required setback from Ogden Avenue is 30'. **We feel that it is in the best interest for the banking customer to install the proposed ATM Pavilion closest to Ogden Avenue so that the customers can be directed quickly in- and out of the parking lot. This location has also been preferred by Jewel-Osco and TCF in order to maintain the current daily traffic**

pattern for Jewel-Osco customers and to utilize the least parking spots.

8. Excess pole height

Based on the information provided and in order to comply with the village code, we will reduce the pole height of the proposed ATM Pavilion by 6 inches. The new height of the pole will not exceed 16 feet.

9. Additional freestanding sign on property.

We feel it is necessary to install additional signage on the ATM Pavilion in order to inform and direct banking customers. The total amount of signage on the proposed ATM Pavilion is 16 3/4 sq.ft.:

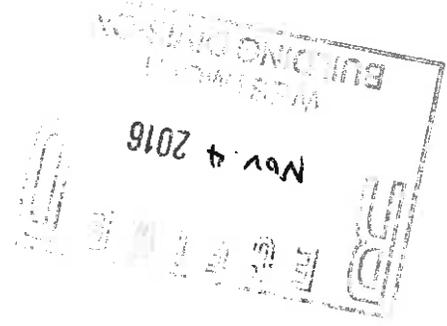
2 signs (front and back) on the ATM machine - each 40" x 16"

2 signs (front and back) on Pole - each 24" x 24"

To comply with the village requests, we will omit the backlit ad panel on the pole.



REVISED



November 3, 2016

Mrs. Jill Ziegler
Director Community Development
Village of Westmont
31 West Quincy Street
Westmont, IL 60559

RE: Special Use Permit Application – TCF ATM Pavilion at 4 E. Ogden Ave.

Hi Jill,

It was great meeting with you and the Board of Economic Development yesterday.

We have also received the review report from the Engineering Department from Public Works and ESI and are pleased to send you attached the revised drawings based on their comments 1-4 and 1-11. To #12 of ESI's report, we have included the latest topographic survey Jewel/Albertson was able to provide us. It is dated 3/24/2004.

Based on your comments in our meeting yesterday, we have provided an Alternative Construction Plan A-3 (page 5 of the drawing set) showing the pole (pylon) reduced to 9'10" to serve only as support to the canopy. In this Alternative there will be no TCF logos except for the front and back of the ATM machine itself.

We appreciate your time and efforts in this matter and hope for a favorable decision at the next Planning and Zoning Commission Meeting on Wednesday, November 9, 2016.

Sincerely,

Ken Kahle
CATALYST EXHIBITS, Inc.
Vice President, Project Management
kkahle@catalystexhibit.com
C: 847.912.4217

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 9, 2016

P/Z 16-026: Catalyst Exhibits, Inc., regarding 4 East Ogden Avenue, Westmont

Request for a special use to allow an accessory drive-in facility for an existing bank in the B-2 PD 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 drive-in facility will have a dedicated traffic lane with safe means of ingress and egress, thus minimizing traffic conflicts. The drive-in will contain sufficient lights, security and will not result in an adverse loss of parking spaces for the adjacent shopping center. As a result, the proposed use will not endanger the public health, safety or welfare.

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 drive-in facility will be located in a heavily-trafficked commercial corridor and is consistent with surrounding uses. The property currently contains a drive-in pharmacy which operates without incident. The establishment of this use will not adversely impact surrounding properties.

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: Surrounding properties are fully-developed and the establishment of this drive-in facility will not impair redevelopment opportunities for 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 currently improved with adequate utilities,

access ways, drainage and other necessary facilities. The Applicant can bring electric power to the drive-in facility with minimal effort and disruption.

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 proposed drive-in facility will contain adequate and safe drive-in lanes and exit lanes to reduce conflicts with existing vehicles on the property. It is expected that this use will draw from traffic already in the area and will not create new traffic congestion.

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: Except for Zoning Code variances sought for the front yard setback and signage, the proposed use as shown will comply with all other Village codes and ordinances.

CRITERIA NO. 7: The proposed use meets the special conditions of Special Condition 2.

FINDINGS OF FACT: The proposed use will have dedicated drive aisles to safely route traffic into and out of the ATM facility, thereby minimizing traffic and pedestrian conflicts. The proposed use will draw from existing traffic in the area and will not add further significant traffic congestion to the site.

6 The Planning and Zoning Commission agrees with the above findings.

8 The Planning and Zoning Commission does not agree with the above findings.

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 9, 2016

P/Z 16-026: Catalyst Exhibits, Inc., regarding 4 East Ogden Avenue, Westmont

Request for a special use to allow an ATM for an existing bank in the B-2 PD 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 ATM will have a dedicated traffic lane with safe means of ingress and egress, thus minimizing traffic conflicts. The ATM will contain sufficient lights, security and will not result in an adverse loss of parking spaces for the adjacent shopping center. As a result, the proposed use will not endanger the public health, safety or welfare.

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 ATM will be located in a heavily-trafficked commercial corridor and is consistent with surrounding uses. The property currently contains a drive-in pharmacy which operates without incident. The establishment of this use will not adversely impact surrounding properties.

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: Surrounding properties are fully-developed and the establishment of this ATM will not impair redevelopment opportunities for 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 currently improved with adequate utilities, access ways, drainage and other necessary facilities. The Applicant can bring electric power to

the ATM with minimal effort and disruption.

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 proposed ATM will contain adequate and safe drive-in lanes and exit lanes to reduce conflicts with existing vehicles on the property. It is expected that this use will draw from traffic already in the area and will not create new traffic congestion.

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: Except for Zoning Code variances sought for the front yard setback and signage, the proposed use as shown will comply with all other Village codes and ordinances.

CRITERIA NO. 7: The proposed use meets the special conditions of Special Condition 2.

FINDINGS OF FACT: The proposed use will have dedicated drive aisles to safely route traffic into and out of the ATM, thereby minimizing traffic and pedestrian conflicts. The proposed use will draw from existing traffic in the area and will not add further significant traffic congestion to the site.

CRITERIA NO. 8: The proposed use meets the special conditions of Special Condition 8.

FINDINGS OF FACT: Pursuant to the review and memorandum from the Chief of Police, the proposed ATM will provide adequate security measures, including a video camera within the ATM.

6 The Planning and Zoning Commission agrees with the above findings.

8 The Planning and Zoning Commission does not agree with the above findings.

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 9, 2016

P/Z 16-026 -- Catalyst Exhibits, Inc., regarding 4 East Ogden Avenue, Westmont

Request for a variance to allow an ATM structure within the front-yard setback.

***CRITERIA NO. 1:** The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

FINDINGS OF FACT: In order to minimize traffic conflicts, in order to minimize potential conflicts with the existing drive-in facility, and in order to maintain the prime parking spaces on the property close to the existing retail grocery store, the proposed location of the ATM represents the highest and best location which will allow the owner to yield a reasonable return.

***CRITERIA NO. 2:** The plight of the owner is due to unique circumstances.*

FINDINGS OF FACT: Without this variance, the ATM would result in the loss of key parking spaces closer to the retail center and may result in more traffic conflicts.

***CRITERIA NO. 3:** The variation, if granted, will not alter the essential character of the locality.*

FINDINGS OF FACT: The surrounding area is heavily commercial and the proposed use is consistent with surrounding uses. The proposed use will occur on existing impervious surface and will not result in the loss of green space.

6 The Planning and Zoning Commission agrees with the above findings.

0 The Planning and Zoning Commission does not agree with the above findings.

VILLAGE OF WESTMONT PLANNING AND ZONING COMMISSION
FINDINGS OF FACT

PUBLIC HEARING OF NOVEMBER 9, 2016

P/Z 16-026 – Catalyst Exhibits, Inc., regarding 4 East Ogden Avenue, Westmont

Request for a variance to increase the number of allowable signs.

***CRITERIA NO. 1:** The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.*

FINDINGS OF FACT: The property is currently improved with multiple uses, all of which contain approved signage which exceeds the Village's sign regulations. As the proposed use is a stand-alone ATM facility, additional signage on this facility is required to alert customers of this use and in order to yield a reasonable return.

***CRITERIA NO. 2:** The plight of the owner is due to unique circumstances.*

FINDINGS OF FACT: The Applicant could not adequately inform customers of this ATM facility without this variance to allow signage. The proposed signage is modest in size.

***CRITERIA NO. 3:** The variation, if granted, will not alter the essential character of the locality.*

FINDINGS OF FACT: The surrounding area is heavily commercial and the proposed signage is consistent with surrounding signs and will not adversely impact the aesthetics of the area.

0 The Planning and Zoning Commission agrees with the above findings.

6 The Planning and Zoning Commission does not agree with the above findings.



REMOTE ATM INSTALLATION
4 E. Ogden Ave
Westmont, IL. 60559
Project Number 3539

Permit Application No. xxx

RECEIVED
 NOV 04 2016
 COMMUNITY DEVELOPMENT
 DEPARTMENT
 VILLAGE OF WESTMONT, ILLINOIS

REVISED

Huron Design Group
 180 N. LaSalle St. Ste 2210
 Chicago, Illinois 60601
 Tel/Fax : 312.844.3295 Cell : 773.618.1888

Permit Statement
 I hereby certify that these plans have been prepared under my personal supervision and to the best of my knowledge conform to the State of Illinois Accessibility Standards and to all applicable local Building Codes.

Peter Eckert, AIA
 Registered Architect
 Occupation No. 610421

Scope Statement

Work to be done under this statement:
 Permit for remote ATM installation.
Architectural:
 Installation of remote ATM.
Structural:
 Existing structure to remain, no structural work required for this project.
Electrical:
 The ATM existing building service panel and line capacity for the bank location, meter, conduit and electrical work shall be as required. All electrical work shall be installed in accordance with the applicable code.
Mechanical:
 No HVAC work is required for this project.
Life Safety:
 No modifications to existing building for this project.
Preparations:
 No site preparation, grading or work is required for this project.

Accessibility Notes

ATM to comply with ANSI A117.1-2008 section 707, Automatic Teller Machines and Fire Machines, except sections 707.2 and 707.3.

All New or Altered space shall comply as follows:

1. Installation will meet requirements of IAC 400.310, controls, except sections 400.310.2 and 3.
2. All environmental controls and operation mechanisms will comply with IAC 400.310(f) (Front reach between 15" and 48" AFF).
3. All emergency warning alarms where provided shall be both audible and visual and comply with IAC 400.310 (g). In addition, all visual alarms to be properly synchronized.
4. All new signage in contract shall be installed as required per IAC 400.310(j).
5. ATM Machine shall fully comply with IAC 400.320.b, except section 400.320.b.3

Vicinity Map



Exiting Requirements

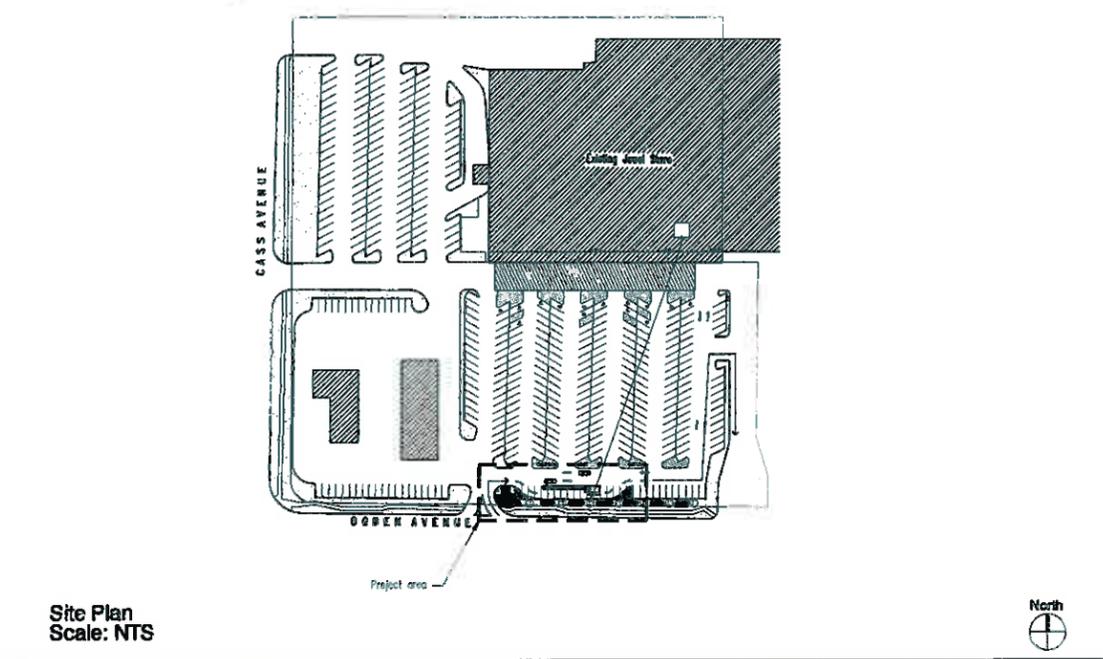
Free-standing ATM does not require exits.

- Project design based on the following codes:
- 2012 INTERNATIONAL BUILDING CODE
 - 2012 INTERNATIONAL MECHANICAL CODE
 - 2012 INTERNATIONAL PLUMBING CODE/PRIVATE SEWAGE
 - 2012 INTERNATIONAL FIRE CODE
 - 2011 NATIONAL ELECTRICAL CODE
 - 2012 INTERNATIONAL ENERGY CONSERVATION CODE
 - 2014 ILLINOIS PLUMBING CODE
 - 2014 ILLINOIS ACCESSIBILITY CODE

Drawing Index

- Architectural**
- C-0 Cover Sheet
 - A-1 Site Plan
 - A-2 Enlarged Plan
 - A-3 Construction Plan & Details

Enlarged Site Plan



Project Team

Owner	Architect of Record	Contractor
TCF Bank 500 East Ridge Parkway East Ridge, Illinois 60127	Huron Design Group 180 North LaSalle Street, Suite 2210 Chicago, IL 60601 312.844.3295	Catalyst Exhibits 7509 100th Street Fisacart, Franklin, Wisconsin 53158 1.202.764.5454

No.	Description	Date
2	Released for Review	11.3.16
1	Issued for Permit	9.8.16

Revision

Date	By	Check
21 July 2016	AK	BD
		PSE

Project No. 3539
 Project: **TCF ATM #232**
 4 E. Ogden Ave
 Westmont, Illinois

Drawing Name: **Cover Sheet**

Seal: _____ Drawing #: **C-0**

When this drawing is plotted full size this square is 1" x 1"

Huron Design Group
 180 N. LaSalle St. Ste 2210
 Chicago, Illinois 60601
 Tel/Fax : 312.944.3295 Cell : 773.616.1888

CASS AVENUE

Existing Jewel Store

OGDEN AVENUE

1 SITE PLAN
 SCALE: NTS



Line of underground conduit run for power and communication run conduit up inside building above ceiling to existing TCF branch location. Location of conduit run is schematic only.
 Line of area of work.

TOTAL DECREASE IN IMPERVIOUS AREA: 753 SF

No.	Description	Date
2	Reissued for Review	11.3.16
1	Revised per Village comments	11.3.16
1	Issued for Permit	9.9.16

Revision

Date	21 July 2016
Scale	As noted
Drawn	BD
Checked	PE
Project No.	3539
Project	TCF ATM #232 4 E. Ogden Ave Westmont, Illinois

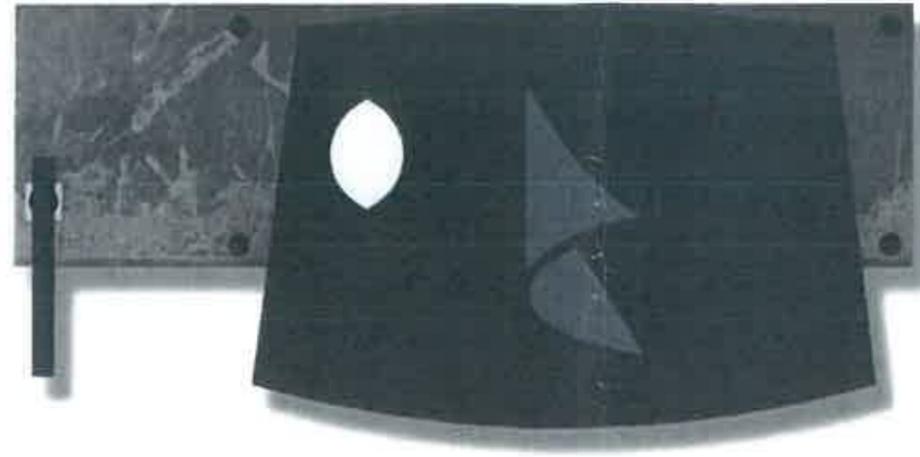
Drawing Name
 Site Plan

Seal Drawing #

A-1

REVISION **A-1**

Top View



This design is subject to engineering changes needed for manufacturability that could change the appearance of the concept.



Side View



Front View



Perspective

- ① White
- ② Cool Grey 11
- ③ Cool Grey 2



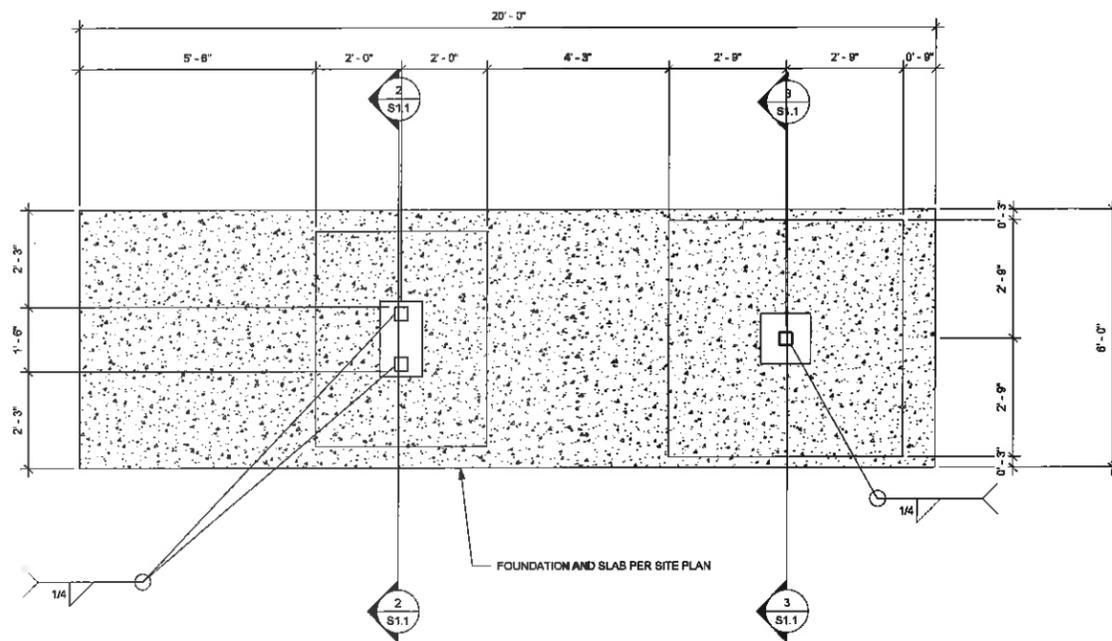
TCF Bank

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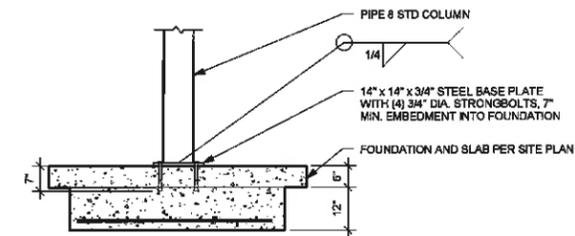
6030.01 Canopy
6020.08 Enclosure
6638

Rendered: CA
Approved:

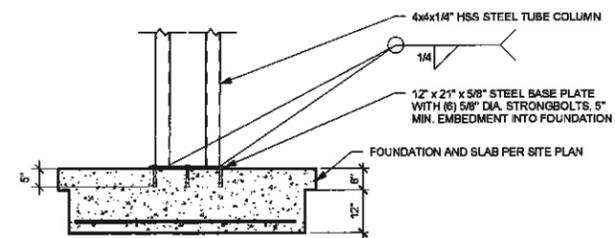
Rev- 1
04/02/2015



1 COLUMN TO BASE PLATE PLAN VIEW
NOT TO SCALE



2 COLUMN TO BASE PLATE SECTION
NOT TO SCALE



3 COLUMN TO BASE PLATE SECTION WITH EXTRA TOP PIECE
NOT TO SCALE

CONSTRUCTION NOTES

- FOUNDATION NOTES:**
1. ALLOWABLE SOIL PRESSURE USED IN DESIGN = 1000 PSF
 2. ALL FOOTINGS SHALL BEAR 12" MINIMUM INTO ORIGINAL UNDISTURBED EARTH OR ON ENGINEERED FILL COMPACTED TO 95% OF MAXIMUM RELATIVE DENSITY BASED ON ASTM 1587. EACH FILL SHALL BE PLACED IN LAYERS NOT TO EXCEED 8 INCHES IN DEPTH AFTER COMPACTION.
 3. NO FOOTINGS SHALL BE PLACED IN WATER OR ON FROZEN GROUND.
 4. EXTERIOR WALL FOOTINGS SHALL BEAR AT A MINIMUM DEPTH OF 30 INCHES BELOW FINISHED EXTERIOR GRADE UNLESS NOTED OTHERWISE.
 5. DO NOT PLACE BACKFILL AGAINST FOUNDATION WALLS UNTIL BRACING FLOOR IS IN PLACE OR ADEQUATE SHORING IS INSTALLED.
 6. ALL FOUNDATION WALLS SHALL FOLLOW THE CONSTRUCTION DETAILS SHOWN ON PLAN. REFER TO CONCRETE NOTES AND PLANS FOR WALL REINFORCEMENT, TYPE AND SIZE OF ATTACH ANCHORS REQUIRED.
- CONCRETE NOTES:**
1. PERFORM ALL CONCRETE WORK IN ACCORDANCE WITH ACI 301-05.
 2. ALL CONCRETE SHALL BE STONE AGGREGATE AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI TYPICAL. 4000 PSI AT SLAB OR CURB, WITHIN 28 DAYS AFTER POUR. COMPRESSIVE STRENGTH (P) WAS ASSUMED IN THE CALCULATIONS. PLACING AND SUPPLEMENT (P) IS GRADE 60 WITH A MINIMUM YIELD STRENGTH OF 60 KSI.
 3. ALL REINFORCING BARS SHALL BE DETAILED, BOLTERED AND SUPPORTED IN ACCORDANCE WITH ACI 315, 318, AND PUBLICATION SP-19.
 4. ALL REINFORCEMENT BARS SHALL BE SECURELY ANCHORED TO THE FORMS AND SPACED FROM THEM AS FOLLOWS: (A) FOR CONCRETE NOT EXPOSED DIRECTLY TO THE GROUND OR WEATHER, 4" IN SLABS, JOISTS AND WALLS, 1" IN BEAMS, COLUMNS, BEAMS AND GIRDERS; (B) FOR CONCRETE EXPOSED TO THE GROUND OR WEATHER, 2" IN WALLS, BEAMS AND COLUMNS, 1" ABOVE BOTTOM OF FOOTINGS.
 5. ALL REINFORCING BARS SHALL BE LAP SPACED 30 BAR DIAMETERS. ALL LAP JOINTS SHALL BE MADE IN A REGION OF COMPRESSION UNLESS SHOWN OTHERWISE.
 6. PROVIDE 1" MINIMUM AMPLITUDE ROUGHENED JOINT IN TOP OF ALL FOOTINGS.
 7. LARGER AREAS OF SLAB ON GRADE SHALL BE PLACED IN CHECKERBOARD PATTERN UNLESS NOTED TO EXCEED 5'0" IN ANY DIRECTION.
 8. PLACE CONTROL JOINTS IN SLABS AT 12' 0" O.C. IN EACH DIRECTION BY SAW CUTTING OR PREMOULDED STRIP, WITH THE SLAB THICKNESS.
 9. REINFORCE ALL CONCRETE WALLS AS SHOWN ON THE PLAN.
 10. USE 2" IN ALL TOP, BOTTOM AND SIDES OF ALL CORNERS.
 11. ALL CORNERS SHALL HAVE AT LEAST 30 BAR DIAMETER REINFORCEMENT ANCHOR HOOK AT CORNER.
 12. PROVIDE STD. CORNER BARS AT ALL INTERSECTING CORNERS OF WALLS AND FOOTINGS. USE SAME SIZE AND SPACING AS HORIZONTAL REINFORCEMENT.
 13. CONTRACTOR IS RESPONSIBLE FOR ALL FORMING AND BRACING REQUIREMENTS TO ENSURE THAT THE FORMS ARE STABLE AND PLUMB DURING CONCRETE PLACEMENT.
 14. ALL FOOTINGS TO BE A MINIMUM OF 5" BELOW FINISHED GRADE.
 15. PROVIDE CONCRETE MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI.
 16. TOP OF FOUNDATION WALL TO BE A MINIMUM OF 6 INCHES ABOVE ADJACENT FINISH GRADE.

DATE

5/14/16



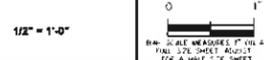
REVISIONS

MARK	DATE	DESCRIPTION

DRAWN: CRB
DESIGNER: CRB
REVIEWED: DHP

PROJECT #
14SM2078

SCALES



PROJECT NAME:
6030.01 ATM CANOPY

PROJECT LOCATION:

SHEET TITLE:
CANOPY FOUNDATION

PLAN SET: PERMIT SHEET
S1.1

Prepared by and after
recording, mail to:

John R. Zemenak
Rathje & Woodward, LLC
300 E. Roosevelt Road, Suite 300
Wheaton, IL 60187

FOR RECORDER'S USE

VILLAGE OF WESTMONT

ORDINANCE NO. 16-_____

**AN ORDINANCE ESTABLISHING THE SYCAMORE RUN SUBDIVISION
SPECIAL SERVICE AREA IN THE VILLAGE OF WESTMONT**

ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF WESTMONT
THIS 8TH DAY OF DECEMBER, 2016

PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE BOARD OF
TRUSTEES OF THE VILLAGE OF WESTMONT, DUPAGE COUNTY, ILLINOIS
THIS 8TH DAY OF DECEMBER, 2016

ORDINANCE NO. 16-_____

**AN ORDINANCE ESTABLISHING THE SYCAMORE RUN SUBDIVISION
SPECIAL SERVICE AREA IN THE VILLAGE OF WESTMONT**

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

WHEREAS, certain properties within the Sycamore Run Subdivision of the Village of Westmont are located adjacent to St. Joseph Creek, a public waterway/watershed, and have experienced significant creek-bank erosion; and

WHEREAS, the Village of Westmont has undertaken or will undertake a public improvement project to stabilize the banks of St. Joseph Creek from erosion, and which will enable St. Joseph Creek to continue to serve as a valuable watershed and which will allow St. Joseph Creek to continue to receive stormwater runoff from surrounding properties; and

WHEREAS, this public improvement project will specifically benefit the properties identified herein; and

WHEREAS, in order to complete this project, the Village negotiated a settlement with the owner of real estate known as Lot 117, which lot ran adjacent to St. Joseph Creek and which was located in a portion of a residential subdivision known as Sycamore Run Subdivision; and

WHEREAS, as part of this settlement, individual identical agreements were signed between the Village of Westmont and nine (9) individual property owners entitled "Agreement Between the Village of Westmont and a Property Owner Whose Land is Adjacent to St. Joseph Creek" (each individual agreement is referred to as the "Agreement"; all nine (9) agreements are referred to as the "Agreements")(each of the nine (9) properties are referred to individually as the "Property"; all nine (9) properties are collectively referred to as the "Properties"); and

WHEREAS, as part of the aforementioned settlement and the Agreements, the owner of Lot 117 deeded portions of Lot 117 to nine (9) individual homeowners who owned Property adjacent to Lot 117; and

WHEREAS, all of Lot 117, prior to said transfer of ownership, contained a Perpetual Temporary Construction Easement granted to the Village of Westmont which would allow the Village of Westmont to perform the public improvement project to stabilize the banks of St. Joseph Creek; and

WHEREAS, as part of the settlement and as set forth in the Agreements, the Village of Westmont received \$80,000.00 from the owner of Lot 117, which money was to be placed into a special fund for the sole purpose of the above-described public improvement project to St. Joseph Creek; and

WHEREAS, as part of the settlement and as set forth in the Agreements, the Village of Westmont received title to a portion of Lot 117, which it had authority to subdivide and sell as a residential lot, with any proceeds from such sale to be deposited into the afore-described special fund; and

WHEREAS, the Agreements provide that consent is given for the Village of Westmont to create a special service area which comprises the nine (9) residential Properties that received a portion of Lot 117 and which abut St. Joseph Creek, for the purpose of performing the St. Joseph Creek bank stabilization project; and

WHEREAS, the Agreements provided that the special service area may generate a total real estate tax liability not to exceed \$10,000.00 per Property, which shall be payable in approximately equal amounts over a five (5) year period; and

WHEREAS, the Village of Westmont has determined that the afore-mentioned \$80,000.00 payment as part of the settlement and the proposed sale of the portion of Lot 117 conveyed to the Village are insufficient to pay for the costs of the St. Joseph Creek bank stabilization project; and

WHEREAS, as a result and in accordance with the Agreements, the Village of Westmont corporate authorities desire by this ordinance to establish a special service area pursuant to 35 ILCS 200/27-5, *et seq.* for the purpose of the St. Joseph Creek bank stabilization project, which project will uniquely benefit the nine (9) Property owners subject to the Agreements; and

WHEREAS, on January 21, 2016, the Village of Westmont adopted an ordinance entitled "An Ordinance Proposing the Establishment of a Special Service Area for a Portion of Sycamore Run Subdivision and Authorizing a Public Hearing," which set a public hearing on the issue of establishing this Special Service Area for March 31, 2016; and

WHEREAS, in accordance with State statute, the Village of Westmont mailed notice of the afore-said ordinance and public hearing to all persons within the proposed special service area in whose name the general taxes for the last preceding year were paid at least ten days prior to the date of the public hearing; and

WHEREAS, the Village of Westmont also published notice of this public hearing in a newspaper of general circulation within the Village of Westmont not less than fifteen days before the public hearing; and

WHEREAS, the afore-mentioned ordinance and notices stated that all interested persons will be given an opportunity to be heard at the public hearing regarding the tax levy and an opportunity to file objections to the amount of the tax levy; and

WHEREAS, the Village of Westmont conducted a public hearing on March 31, 2016;
and

WHEREAS, the Village of Westmont did not receive objections to the creation of this special service area by at least fifty-one percent of the property owners within the proposed special service area; and

WHEREAS, the Village of Westmont Board of Trustees finds that the proposed St. Joseph Creek stream bank and restoration project is for a public purpose and is special in that it constitutes an improvement project for a defined area versus services or improvements rendered generally throughout the Village; and

WHEREAS, the Village of Westmont proposes to levy special non-ad valorem taxes on the Properties as set forth herein to help pay for the design, construction and maintenance of the St. Joseph Creek stream bank stabilization and restoration project; and

WHEREAS, the Village of Westmont finds that this special service area is consistent with the Agreements and will serve a public purpose.

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

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

Section 2: The Village of Westmont hereby establishes the Sycamore Run Subdivision Special Service Area. The nine (9) properties within the Sycamore Run Subdivision Special Service Area are identified in **Exhibit "A"** attached hereto by legal description, P.I.N., and common street address. A map identifying the nine (9) properties which form the boundaries of the Sycamore Run Subdivision Special Service Area is attached hereto as **Exhibit "B."**

Section 3: The special services rendered or to be rendered within the Sycamore Run Subdivision Special Service Area are the design, construction and maintenance of the St. Joseph Creek stream bank and restoration project. This project constitutes a new construction project and a service which was not previously provided by the Village of Westmont to any of its residents.

Section 4: The Village of Westmont will levy non-ad valorem assessments (special taxes) against the properties within the Sycamore Run Subdivision Special Service Area. The annual amount of non-ad valorem assessments will be One Thousand Dollars (\$1,000.00) per year per property. The Village of Westmont will levy these assessments annually for a five (5) year period. Each property owner within the Sycamore Run Subdivision Special Service Area will pay a total of Five Thousand Dollars (\$5,000.00) over the life of the Special Service Area. The total amount of non-ad valorem assessments collected by the Village of Westmont from all properties over this five (5) year period will be Forty-Five Thousand Dollars (\$45,000.00).

Section 5: The Village of Westmont will levy the non-ad valorem assessments on the properties for a maximum period of five (5) years. The Village of Westmont shall approve a

stand-alone tax levy ordinance which authorizes the DuPage County Treasurer to collect said non-ad valorem assessments from the property owners of the properties.

Section 6: There are no proposed bonds to be issued by the Village of Westmont in conjunction with this special service area project.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 8: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 8th day of December, 2016.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

EXHIBIT "A"

**LIST OF PROPERTIES WITHIN THE SYCAMORE RUN SUBDIVISION
SPECIAL SERVICE AREA**

(This Ordinance is to be Recorded Against Title to Each of These Properties)

PIN: 09-16-304-019-0000

Common Address: 303 Elwood Court

Legal: LOT 111 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-018-0000

Common Address: 305 Elwood Court

Legal: LOT 112 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-017-0000

Common Address: 306 Elwood Court

Legal: LOT 113 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-022-0000

Common Address: 302 Fernwood Court

Legal: LOT 108 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-023-0000

Common Address: 304 Fernwood Court

Legal: LOT 107 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-024-0000

Common Address: 305 Fernwood Court

Legal: LOT 106 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-031-0000

Common Address: 303 Beechwood Court

Legal: LOT 99 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-029-0000

Common Address: 304 Beechwood Court

Legal: LOT 101 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-16-304-030-000

Common Address: 305 Beechwood Court

Legal: LOT 100 IN SYCAMORE RUN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1977 AS DOCUMENT R77-40194, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

**MAP/BOUNDARIES OF SYCAMORE RUN SUBDIVISION
SPECIAL SERVICE AREA**

Boundary of Proposed Special Service Area:

The nine (9) properties located in Elwood Court, Fernwood Court and Beechwood Court whose land is adjacent to St. Joseph's Creek and which properties are described by legal description, Permanent Index Number and street address in Exhibit "A" of this ordinance, and which are shown in the attached map.

EXHIBIT "B"

**MAP/BOUNDARIES OF SYCAMORE RUN SUBDIVISION
SPECIAL SERVICE AREA**

Boundary of Proposed Special Service Area:

The nine (9) properties located in Elwood Court, Fernwood Court and Beechwood Court whose land is adjacent to St. Joseph's Creek and which properties are described by legal description, Permanent Index Number and street address in Exhibit "A" of this ordinance, and which are shown in the attached map.

**Eagle Creek
(St. Joseph's Creek)
Stabilization Project:
SSA Sycamore Run**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

ORDINANCE NO. 16-_____

AN ORDINANCE ADOPTING A TAX LEVY FOR THE VILLAGE OF WESTMONT'S SYCAMORE RUN SUBDIVISION SPECIAL SERVICE AREA

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

WHEREAS, on December 8, 2016, the Village of Westmont corporate authorities adopted an ordinance entitled "An Ordinance Establishing the Sycamore Run Subdivision Special Service Area in the Village of Westmont" (the "Establishing Ordinance"); and

WHEREAS, there are nine (9) properties within the Sycamore Run Subdivision Special Service Area; and

WHEREAS, pursuant to applicable statutory authority, the Village of Westmont corporate authorities desire to approve this ordinance adopting a tax levy for the Sycamore Run Subdivision Special Service Area for Year 2016, with said levy appearing on property tax bills for Year 2017.

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

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

Section 2: There is hereby levied upon the nine (9) properties within the Sycamore Run Subdivision Special Service Area within the Village of Westmont, DuPage County, Illinois, the non-ad valorem assessments as set forth in Exhibit "A" attached hereto.

Section 3: The total amount to be levied for the Sycamore Run Subdivision Special Service Area for the 2016 tax levy is Nine Thousand Dollars (\$9,000.00), and said levy shall be apportioned among the nine (9) properties as set forth in Exhibit "A" attached hereto (\$1,000.00 per property).

Section 4: The money collected from such levy shall be spent by the Village of Westmont for the objects and purposes as set forth in the Establishing Ordinance.

Section 5: The Village of Westmont will levy the non-ad valorem assessments on the properties within the Sycamore Run Subdivision Special Service Area for a maximum period of five (5) years, commencing with this 2016 tax levy ordinance.

Section 6: The Village of Westmont Finance Director is authorized and directed to execute a Certificate of Tax Levy corresponding to this Tax Levy Ordinance (along with such other documentation required by DuPage County) and the Village of Westmont Village Clerk is

authorized and directed to file said signed Certificate of Tax Levy along with a copy of this Ordinance with the DuPage County Clerk.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 8: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 8th day of December, 2016.

Ayes: _____ Nays: _____ Absent: _____

APPROVED:

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

EXHIBIT "A"

**VILLAGE OF WESTMONT ASSESSMENT BY P.I.N AND COMMON ADDRESS
FOR THE SYCAMORE RUN SUBDIVISION SPECIAL SERVICE AREA**

<u>Property:</u>	<u>2016 Tax Levy Assessment Per Property:</u>
PIN: 09-16-304-019-0000 303 Elwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-018-0000 305 Elwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-017-0000 306 Elwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-022-0000 302 Fernwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-023-0000 304 Fernwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-024-0000 305 Fernwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-031-0000 303 Beechwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-029-0000 304 Beechwood Court Westmont, IL 60559	\$1,000.00
PIN: 09-16-304-030-0000 305 Beechwood Court Westmont, IL 60559	\$1,000.00

TOTAL AMOUNT OF 2016 TAX LEVY: \$9,000.00

Village Proposed Aggregate Levy Summary

Levy Line Item	2015 Levy		2016 Levy (6% Increase in EAV)		2016 Expected (6% Increase in EAV)	
	Rate	Extension	Rate*	Levy	Rate*	Extension
IMRF	0.1031	774,977	0.0827	663,000	0.0811	650,000
Police Pension	0.2741	2,060,341	0.2837	2,274,600	0.2782	2,230,000
Liability	0.0459	345,019	0.0439	351,900	0.043	345,000
Social Security	0.0533	400,643	0.0856	686,154	0.0839	672,700
Ambulance	0.2087	1,568,746	0.1854	1,486,462	0.1746	1,400,000
Medicare	0.0160	120,268	0.0200	160,548	0.0196	157,400
Fire	0.1442	1,076,876	0.1302	1,036,642	0.1205	959,000
Total Village	0.8453	6,346,869	0.8315	6,659,306	0.8009	6,414,100
% Increase				104.92%		101.06%
Library	0.2414	1,814,543	0.2354	1,887,124	0.2293	1,838,543
Grand Total	1.0867	8,161,412	1.0669	8,546,430	1.0302	8,252,643
Net General Fund Change		0		(115,636)		(286,641)
% Increase				104.72%		101.12%
Impact to Average Household						
House Value		300,000		300,000		300,000
EAV		100,000		100,000		100,000
Total Village Cost		845		832		801
Annual Change				-\$14		-\$44

* Rates are estimates only. Actual rates will not be available until March

ORDINANCE NO.

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE TAX YEAR BEGINNING JANUARY 2016, AND ENDING DECEMBER 31, 2016 FOR THE VILLAGE OF WESTMONT, COUNTY OF DUPAGE, STATE OF ILLINOIS

Be it ordained by the President and Board of Trustees of the Village of Westmont, DuPage County, Illinois as follow:

SECTION 1:

That the amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current tax year is hereby ascertained to be the sum of \$8,546,430.

SECTION 2:

That the sum of Eight Million Five Hundred Forty-Six Thousand Four Hundred Thirty \$8,546,430, being the total of appropriations for the fiscal year 2016-2017, heretofore legally made which are to be collected from the tax of the current tax year for all corporate purposes of the Village of Westmont for the Fire Protection Fund, the Police Pension Fund, the Ambulance Services Fund, the Library Operations Fund, the Social Security (FICA) Fund, the Illinois Municipal Retirement (IMRF) Fund, the Medicare Fund, and the Public Liability Insurance Fund as appropriated for the current fiscal year by the annual appropriation ordinance for the Village of Westmont passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of July 7, 2016; be and the same is hereby levied upon all property within the Village of Westmont subject to taxation in the current year, the specific amounts indicated under the column "To Be Raised By Tax Levy" for the various funds indicated and heretofore named. The tax so levied for the said appropriation to be collected from said tax levy, the of which has been ascertained, is as follows:

<u>GENERAL CORPORATE FUND</u>	<u>Appropriated</u>	<u>Est. Receipts From Other Sources</u>	<u>To be Raised by Tax Levy</u>
<u>General Government</u>			
Legislation/Liability Insurance	1,008,500	656,600	351,900
Information Technology	1,619,000	1,619,000	0
Economic Development	1,631,000	1,631,000	0
Fire & Police Commission	73,500	73,500	0
Planning & Zoning Comm.	31,000	31,000	0
Voluntary Committees	15,000	15,000	0
Administration	887,500	887,500	0
Transfers	3,763,500	3,763,500	0
Finance	918,000	918,000	0
<u>Law Enforcement</u>			
Police Administration	1,874,000	1,874,000	0
Police Patrol	5,274,000	5,274,000	0
Police Investigations	1,436,000	1,436,000	0
Police Communications	0	0	0
Police Pension	2,585,000	310,400	2,274,600
<u>Fire Control</u>			
Fire Suppression	3,134,500	2,097,858	1,036,642
Ambulance & Paramedics	3,200,500	1,714,038	1,486,462
Emergency Management	36,500	36,500	0
Fire Pension	50,000	50,000	0
<u>Public Works</u>			
Municipal Services Administration	314,000	314,000	0
Facilities Maint.	884,000	884,000	0

Streets Operations	2,783,000	2,783,000	0
Fleet Maintenance	955,000	955,000	0
Health & Sanitation	1,128,000	1,128,000	0
<u>TOTAL GENERAL CORPORATE FUND</u>	33,601,500	28,451,896	5,149,604
<u>CONVENTION/TOURISM</u>			
Convention/Tourism	943,500	943,500	0
Westmont Centre	217,500	217,500	0
<u>TOTAL CONVENTION/TOURISM</u>	1,161,000	1,161,000	0
<u>DOWNTOWN PARKING FUND</u>	10,000	10,000	0
<u>VEHICLE REPLACEMENT</u>	2,255,000	2,255,000	0
<u>CAPITAL PROJECTS</u>	4,612,000	4,612,000	0
<u>CAPITAL BOND FUND - 2013A MFT</u>	2,993,000	2,993,000	0
<u>CAPITAL BOND FUND - 2013B NON-MFT</u>	45,000	45,000	0
<u>STORMWATER INFRASTRUCTURE</u>	3,400,000	3,400,000	0
<u>DEBT SERVICE</u>	1,335,500	1,335,500	0
<u>MOTOR FUEL TAX</u>	1,395,000	1,395,000	0
<u>IMRF, FICA, MEDICARE</u>			
IMRF	1,178,000	515,000	663,000
Social Security	1,235,250	549,096	686,154
Medicare	289,750	129,202	160,548
<u>TOTAL IMRF, FICA, MEDICARE</u>	2,703,000	1,193,298	1,509,702
<u>TIF 1 - SWBD</u>	1,575,000	1,575,000	0
<u>TIF 2 - CBD</u>	1,375,000	1,375,000	0
<u>WATER OPERATIONS</u>	12,383,000	12,383,000	0
<u>LIBRARY OPERATIONS</u>	3,013,000	1,125,876	1,887,124
<u>APPROPRIATIONS ALL FUNDS</u>	71,857,000	63,310,570	8,546,430

SECTION 3:

That the total amount of Eight Million Five Hundred Forty-Six Thousand Four Hundred Thirty \$8,546,430, ascertain as aforesaid, be and the same is hereby levied and assessed on all property subject to taxation within the Village of Westmont according to the value of said property as the same is assessed and equalized for State and County purposes for the current tax year.

SECTION 4:

That this levy is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

SECTION 5:

That there is hereby certified to the County Clerk of DuPage County, Illinois, the sums aforesaid, constituting said total amount of Eight Million Five Hundred Forty-Six Thousand Four Hundred Thirty \$8,546,430, which said total amount the Village of Westmont requires to be raised by taxation for the current fiscal year, and the Village Clerk of Westmont is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law a certified copy of this Ordinance.

SECTION 6:

That this Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval. PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois. Ayes: ____ Nays: ____ Absent: ____

PASSED AND APPROVED this _____ day of _____, 2016.

ATTEST:

APPROVED:

Virginia Szymski, Village Clerk

Ronald J Gunter, Mayor

MINUTES of a regular public meeting of the Board of Trustees of the Village of Westmont, DuPage County, Illinois, held at the Village Hall, 31 W. Quincy Street, Westmont, Illinois, at 6:00 P.M., on the 8th day of December, 2016.

* * *

The Mayor called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Ronald Gunter, the Mayor, and the following

Trustees at said location answered present:

The following Trustees were absent from the meeting: _____

* * *

The Mayor announced that the next item of business before the Board of Trustees was the consideration of an ordinance abating the taxes heretofore levied for the year 2016 to pay debt service on the General Obligation Bonds (Alternate Revenue Source), Series 2013A and the General Obligation Bonds (Alternate Revenue Source), Series 2013B of the Village.

Whereupon Trustee _____ presented and the Mayor read by title an ordinance as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE abating the taxes heretofore levied for the year 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2013A and its General Obligation Bonds (Alternate Revenue Source), Series 2013B of the Village of Westmont, DuPage County, Illinois.

* * *

WHEREAS, the Mayor and the Board of Trustees (the "*Corporate Authorities*") of the Village of Westmont, DuPage County, Illinois (the "*Village*"), by ordinance adopted on the 19th day of September, 2013 (the "*Ordinance*"), did provide for the issue of not to exceed \$8,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013A and its \$1,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013B and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, pursuant to the Ordinance, the Village has heretofore issued \$8,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013A (the "Series 2013A Bonds") and its \$1,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013B (the "Series 2013B Bonds, together with the "Series 2013A Bonds"), dated October 10, 2013 (collectively, the "*Bonds*"); and

WHEREAS, the Village has Pledged Revenues (as defined in the Ordinance) on deposit in the Bond Fund available for the purpose of paying debt service on the Bonds heretofore imposed by the 2016 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the taxes heretofore levied for the year 2016 to pay the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Corporate Authorities of the Village of Westmont, DuPage County, Illinois, as follows:

Section 1. Abatement of Taxes. The taxes heretofore levied for the year 2016 in the Ordinance are hereby abated in their entirety of \$630,662.50 for the Series 2013A Bonds and \$112,900.00 for the Series 2013B Bonds.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Corporation Authorities shall file a certified copy hereof with the DuPage County Clerk (the "*County Clerk*") and it shall be the duty of the County Clerk to abate said taxes levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED this 8th day of December, 2016 by a roll call vote as follows:

AYES: _____.

NAYS: _____.

ABSENT: _____.

APPROVED this 8th day of December, 2016.

Mayor

ATTEST:

Village Clerk

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in the records of the Corporation Authorities of the Village of Westmont, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Westmont, DuPage County, Illinois (the "*Village*"), and as such official I am the keeper of the records and files of the Village and the Corporate Authorities.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 8th day of December, 2016, insofar as same relates to the adoption of a ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2013A and its General Obligation Bonds (Alternate Revenue Source), Series 2013B of the Village of Westmont, DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 8th day of December, 2016.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of DuPage, Illinois, and as such official I do further certify that on the _____ day of _____, 2016, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source), Series 2013A and its General Obligation Bonds (Alternate Revenue Source), Series 2013B of the Village of Westmont, DuPage County, Illinois.

duly adopted by the Corporate Authorities of the Village of Westmont, Illinois, on the 8th day of December, 2016, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2016 for the payment of the \$8,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013A and its \$1,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2013B as described in said ordinance will be abated in their entirety as provided in said ordinance.

In Witness Whereunto, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2016.

County Clerk

(SEAL)

November 30, 2016

Mr. Michael Ramsey
Director of Public Works
Village of Westmont
31 W. Quincy Street
Westmont, Illinois 60459

***Subject: Village of Westmont – East Richmond Street Water Main Replacement Phase 2
and Street Improvement Project***

Dear Mr. Ramsey,

Baxter & Woodman is pleased to submit this proposal to complete design services for the East Richmond Street Water Main Replacement and Street Improvement Project. The Project includes approximately 1,600 lineal feet of 8-inch water main replacement, installed by open cut method.

East Richmond Street will be resurfaced from Cass Avenue to Richmond Avenue. Richmond Avenue has a concrete base with an asphalt overlay from Cass to Linden and is full depth asphalt from Linden to Richmond Street. Resurfacing work will include full-width milling and resurfacing, PCC and HMA patching, curb spot repair, sidewalk repair and ADA upgrades, pavement markings, and other miscellaneous items.

The two existing eastbound lanes of East Richmond Street at Cass Avenue are configured as a thru/left and exclusive right turn lane. The Village has found this configuration problematic and desires it be converted to an exclusive left turn lane and a thru/right lane. To accommodate this change the receiving lane on the east leg of Cass/Richmond will need to be widened. This widening will necessitate changes to the traffic signal equipment, adjacent sidewalk, and construction of a small retaining wall.

Topographic survey was completed as part of Phase 1.

The Project will partially utilize Motor Fuel Tax (MFT) funding and be processed through the IDOT District 1 Bureau of Local Roads and Streets.

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

SCOPE OF SERVICES

Design Services

1. **PROJECT MANAGEMENT** - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project team to incorporate Village goals into final project.

2. MEETINGS WITH VILLAGE STAFF - Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will consist of one preliminary “red” line meeting, where the initial layout of the water main is approved by the Village staff prior to insertion into the plans and one meeting to review the 80% complete plans.
3. CADD - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements. Indicate location of utilities that can be obtained from utility company atlases. Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
4. SITE VISITS FOR DESIGNERS – Conduct site visits by designer(s) of water main during the design phase to clarify any discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
5. UTILITIES – CONTACTS AND COORDINATION - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of all utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
6. SPECIAL WASTE - Conduct Special Waste Screening as outlined in Section 20-12.03(b) of the IDOT Bureau of Local Roads and Streets Manual. Screening will include Environmental Regulatory Records Review.

Utilize SEECO Consultants, Inc. to take 4 soil borings to depths up to 10’ below existing ground surface for subsurface exploration, laboratory testing and geotechnical engineering and analysis for the project limits. Based on the findings of the subsurface exploration prepare a CCDD LPC-663 soil certification forms for disposal of excavated soils at a CCDD facility. If regulated soils are encountered which require management as special waste, additional characterization of soils for disposal as non-special waste will be necessary.

7. PLANS – Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Village. Use Village standard details where applicable.
8. SPECIFICATIONS – Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.

9. PEER AND CONSTRUCTABILITY REVIEWS - Conduct QA/QC peer reviews of drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make corrections based upon comments from both engineering and construction department comments.

10. ENGINEER'S OPINION OF PROBABLE COST - Prepare a final opinion of the probable total project cost including construction cost, contingencies, and other costs necessary for completion of the Project.

11. ROADWAY DESIGN – Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, and curb and gutter. Estimate quantities of pavement repair.

Wall Type Study: Determine the structure type and geometry for a proposed retaining wall.

Intersection Design Study: Prepare Truck Turning Movement sheets at a 1" = 50' scale for the design vehicle using Autoturn design software.

Plan and Profile: Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 50' scale.

Typical Sections: Prepare typical sections for the existing and proposed improvements, showing dimensions for roadway surfaces, bases, subbases, subgrade treatments, curb and gutters, medians, sidewalks, and right of way.

Cross Section Design: Design roadway cross sections at 50-foot intervals and all cross streets, and driveways.

Estimate of Cost and Schedule: Develop preliminary cost estimates for the preferred improvement and anticipated schedule for construction.

Environmental Survey: Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Special waste assessment will be performed by Baxter & Woodman.

12. TRAFFIC SIGNAL PLANS- Design traffic signal and cable plans for the relocation of the existing traffic signal equipment located in the Southeast corner of Cass Avenue and East Richmond Street.

13. PLAT OF HIGHWAYS – Perform legal surveys and develop plats, legal descriptions, and title commitments for one (1) adjacent parcel of land to be acquired for R.O.W., permanent easements or temporary construction easements. No time is included for appraisals or negotiations as the Village will perform these tasks.
14. IEPA PERMIT – Submit the design documents to the Illinois Environmental Protection Agency for permit to construct, own, and operate the Project.
15. ASSISTANCE TO BIDDERS – Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and send advertisement to selected prospective bidders. Issue any necessary addenda to all plan holders as needed. Attend bid opening with Village personnel and assist in reviewing and checking of bid package submittal as required. Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible. Issue a Letter of Recommendation to Award the construction contract to the Village for their action.

Construction Engineering Services

Act as the Owner’s representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.

16. PROJECT INITIATION

- Prepare Award Letter, Agreement, Contract Documents, and Notice to Proceed. Review Contractor insurance documents.
- Attend and prepare minutes for the preconstruction conference, and review the Contractor’s proposed construction schedule and list of subcontractors.

17. CONSTRUCTION ADMINISTRATION

- Attend periodic construction progress meetings.
- 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 of precautions. Engineer’s consideration of a component does not constitute acceptance of the assembled item.

- Review construction record drawings for completeness prior to submission to CADD.
- Prepare construction contract change orders and work directives when authorized by the Owner.
- 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.
- Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- Project manager or other office staff visit site as needed.

18. FIELD OBSERVATION

- 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 of 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.
- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

- 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.

19. SUBSTANTIAL COMPLETION OF PROJECT

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

20. PROJECT CLOSEOUT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- 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.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

Engineering Fee

The Owner 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 \$76,800 for Design services and \$78,750 for Construction Engineering services for a total cost of \$155,500.

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. Please contact me if you should have any questions or need additional information.

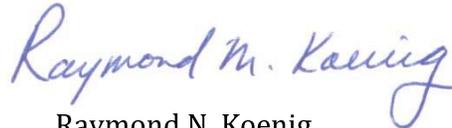
The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



John V. Ambrose, PE
President/CEO



Raymond N. Koenig
Infrastructure Department Manager

C: Sean O'Dell, P.E., Baxter & Woodman, Inc.
Attachment

VILLAGE OF WESTMONT, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor 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 of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work 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 construction documents. Owner further agrees that BW'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. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-604-1250
westmont.il.gov | administration@westmont.il.gov

Resolution No. _____

Resolution of the Village of Westmont in lieu of surety bond

Whereas, the Village of Westmont, hereinafter referred to as Municipality, located in the County of DuPage, State of Illinois, desires to undertake, in the years 2017 and 2018, the location, construction, operation and maintenance of driveways and street returns, water main, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said Municipality, which by law and/or agreement come under the jurisdiction and control of the department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the Municipality or by a private person or firm under contract and supervision of the Municipality.

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

1. That the Village of Westmont hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.
2. That all authorized officials of the Village of Westmont are hereby instructed and authorized to sign said working permit on the behalf of the municipality.

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, this 8th day of December, 2016.

Ayes: ____ **Nays:** ____ **Absent:** ____

Ronald J. Gunter, Mayor

ATTEST:

Virginia Szymiski, Village Clerk

**NASPO ValuePoint/State of Oklahoma
PARTICIPATING ADDENDUM
FOR HAND AND POWER TOOLS AND ACCESSORIES**

Between

The State of Oklahoma and Snap-On Industrial, a Division of IDSC Holdings LLC

This Participating Addendum will add **STATE/POLITICAL ENTITY** as a Participating Entity to purchase from the Oklahoma Price Agreement, SW818, with Snap-On Industrial.

1. Scope: This addendum covers Hand and Power Tools and Accessories for State Agencies, local government entities and political subdivisions.
2. Agreement Period of 09-20-2011 through 09-19-2017
3. Primary Contact: The primary government contact for this participating addendum is as follows:
Contact: **FIRST NAME, LAST NAME**
State/Political Entity: **ENTITY NAME**
Address: **123 STREET**
City, State, Zip: **ANYWHERE, ST 00000**
Phone: **() -**
Email: **@**
4. Contract Number: The contract number for the Participating Entity is: **_____**

This participating addendum and the NASPO/Oklahoma Master Price Agreement, Number SW818 (administered by the State of Oklahoma) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Purchasing Entity:

Contractor: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sec. 62-105. Paid Time Off (PTO) Bank - Part Time Employees

Part-time employees, who work 16 or more hours a week, except part-time sworn police officers and paid-on-call firefighters, shall be eligible for paid time off (PTO) as described in this section.

a.) This policy is in effect for all part-time employees as described above.

b.) No PTO shall be available until the completion of the first anniversary of consecutive regular part-time employment.

b.) Employees requesting to use PTO for a planned absence are required to request PTO from their supervisor as far in advance of the dates requested as practicable, in accordance with Vacation Policy section of the Personnel Policy as applies to full-time employees. All requests shall be tentatively approved by the department head, subject to final approval of the village manager.

c.) Employees who need to use PTO for an unplanned absence, need to give notification to the supervisor at least 30 minutes before the start of their shift. Employees are required to give their supervisor the reason for the unplanned absence, such as illness of themselves, their spouse, or any member of their immediate household. Use of PTO for illness is not to be abused by the employee and excessive absenteeism will not be tolerated. The Village reserves the right to require the employee to verify illness of themselves, their spouse, or any member of their immediate household via a healthcare provider's note or any other communication deemed appropriate by the Village.

d.) Unused PTO from the current year shall be paid to the employee at the time of separation from village service, whether such separation is voluntary or involuntary.

e.) PTO shall not be advanced. PTO awarded in one year shall not carry over to the next anniversary year.

e.) Part-time regular employees will be awarded PTO according to the following schedule:

2 weeks (proportionate to hours worked the previous year) after 1 year consecutive service.

3 weeks (proportionate to hours worked the previous year) after 5 years consecutive service.

DRAFT - FOR DISCUSSION PURPOSES ONLY

Sec. 62-95. - Holidays.

All full-time employees, except police department personnel ~~and employees serving during a qualification period in anticipation of appointment to full-time employment~~, shall receive time off and be paid for the following holidays:

- (1) New Year's Day.
- (2) Martin Luther King, Jr. Day.
- (3) Presidents' Day.
- (4) Good Friday.
- (5) Memorial Day.
- (6) Independence Day.
- (7) Labor Day.
- (8) Thanksgiving Day.
- (9) The day after Thanksgiving Day.
- (10) Christmas Day.
- (11) Three personal days as further described in [section 62-96](#).

When any holiday falls on a Sunday, the following Monday shall be considered a holiday. When a holiday falls on a Saturday, then the preceding Friday shall be considered a holiday. When a holiday falls within an employee's vacation period, the employee's vacation will be extended one day at the end of the vacation period.

Holidays shall not be paid unless the employee shall have worked the scheduled workday immediately before and the scheduled workday immediately after the authorized holiday. An exception may be made for scheduled personal and vacation days, verifiable illness, a death in the immediate family or unforeseen personal misfortune which can be confirmed.

In place of time off for holidays, civilian police employees covered by a collective bargaining agreement and all sworn police employees covered by a collective bargaining agreement will receive additional pay per year as outlined in the applicable collective bargaining agreements. In lieu of time off for holidays, police sergeants, whose schedule is not affected due to holidays, will receive an extra eight hours regular time pay for each holiday that falls within the pay period, regardless of whether they are on duty or not for that holiday. This holiday leave exception for police employees will not affect their receipt of personal days.

~~Part-time employees, who work 16 or more hours per week, except part-time sworn police officers and paid-on-call firefighters, shall receive paid time off (4 hours per holiday) for the holidays listed above excluding (11).~~

(Ord. No. 07-156, 10-15-2007; Ord. No. 16-120, § 1, 7-7-2016)

Village of Westmont

Credit Card/Purchasing Card Policy

The Village of Westmont has initiated a Purchasing Card (P-Card) program, for use by employees purchasing goods and services on behalf of the Village, as detailed below. These procedures have been developed to decrease the times an employee must use a personal credit card in order to make a purchase on behalf of the Village, as well as to eliminate the chance of inappropriate use of the Village P-Card account.

The current corporate credit card will be used by individuals authorized by the Village Manager.

P-Cards will be issued to individuals as authorized by the Village Manager. Each P-Card will include both the individual cardholder and corporate name; however, the purchase card issuer will not maintain individual cardholder credit records. A signed agreement with the Village prior to receiving the P-card makes the cardholder responsible for any misuse of the card. Any P-cards or credit cards must be returned to the Finance Department upon leaving the Village's employment.

The current Village purchasing procedures apply in all cases, i.e. Purchase Orders (P.O.s) will be prepared and approval will be sought as required by the current purchasing procedures before a purchase is made. Purchases should be made by the cardholder, and the Village's tax exempt ID provided as necessary. Each cardholder is responsible for obtaining a credit if sales tax is charged.

The receipt for each transaction is to be printed and submitted along with the approved purchase order, no later than one week after the card purchase was made. For purchases of merchandise, upon receipt of the items, the packing slip should be forwarded to the Finance Department for attachment to the purchase order. A monthly statement will be received and transactions will be verified by the Finance Department. The receipts and approved purchase orders will be reconciled, and payment of the card balance will be made in full, once a month, by the Finance Department.

The Finance Department has set up a vendor number for the P-card issuer and the Credit Card issuer. All purchase orders should be completed using those vendor numbers. The name of the supplier from whom the merchandise/service will be purchased should be noted in memo form directly on the purchase order.

Acceptable use of the P-Card or Credit Card consists of purchases made on behalf of the Village in accordance with the Village purchasing policy, where a check is not an preferred form of payment, including:

- Internet merchandise purchases
- Internet travel purchases
- Internet purchases of recurring software renewals & subscriptions
- Other purchases where a Village check is not a preferred method of payment

The Village reserves the right to expand or limit use of the P-Card program, and to revise these procedures, to ensure compliance with Village purchasing procedures and proper internal accounting controls. Such changes to procedures or policies will be approved by the Village Manager and reported to the Finance Committee of the Village Board.

TRAVEL AND BUSINESS EXPENSE POLICIES AND PROCEDURES

Section 1. PURPOSE

The purpose of the Travel and Business Expense Policy and Procedures (“Expense Policy”) is to effectively regulate reimbursement of all travel, meal and lodging expenses of the Village’s Officials and Employees. The Expense Policy is established pursuant to the Local Government Travel Expense Control Act, Public Act 99-604. Each Public Official and Employee is responsible for assuring that expenditures are prudent and necessary to effectively fulfill their duties to the Village.

Section 2. APPLICABILITY/EFFECTIVE DATE

This Expense Policy shall apply to all Elected Officials, Appointed Officials and Employees of the Village.

This Expense Policy is to be effective: 1/1/2017.

Section 3. DEFINITIONS

“Act” is the Local Government Travel Expense Control Act, Public Act 99-604.

“Authorized Individual” shall mean a public Official or Employee, whether elected, appointed or employed, who is authorized to incur travel and travel related or business expenses in the performance of his or her duties.

“Entertainment” includes, but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose or program or event.

“Public Entity” is the Village of Westmont.

“Travel” means any expenditure directly incident to official travel by Employees and Officers of the Village, involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Section 4. AUTHORITY TO INCUR TRAVEL AND/OR BUSINESS EXPENSES

A. The Village hereby recognizes that certain travel and business expenses are necessary and proper for the efficient conduct of public business. Such travel and business expenses are properly incurred for performing mandated, job-required duties (such as investigating usefulness of equipment or services to a particular government requirement) and/or are related to attendance at schooling, conferences, seminars, meetings and workshops, where such attendance is necessary for continuing education, or is deemed worthwhile for reasons including but not limited to, networking, marketing and/or facilitating the duties of the office or business of the Village.

B. The Village through its budget system, shall maintain control of travel and business expenses for Officials and Employees, which shall provide for the efficient and economical conduct of official business.

C. Prior authorization for travel planned by an Employee during a budget year shall be obtained as part of the approved budget for each department. All travel and business expenses by an Employee must be authorized by the Village Manager.

D. If a member of the Village Board finds it necessary to incur travel and/or business expenses, and when the expenses are within the intent of the annual adopted budget, the expenditures are authorized.

E. Summary reports of travel to conferences, conventions, seminars and/or meetings may be reported, if required, to the Village Board or Department Head.

Section 5. ALLOWABLE EXPENSES

A. Travel and/or business expenses shall be limited to those expenses necessarily incurred by the Official/Employee in the performance of duties related to the functions and responsibilities of the Official/Employee.

Without securing additional approval of the Village Board of Trustees, the maximum allowable expense to be incurred by any Official or Employee in any budget year shall be as \$3,000.

B. Business expenses shall apply to those expenditures which are incurred in the performance of a public purpose, including attending meetings with government officials, seminars and training programs, pick-up and delivery of parts and/or equipment, community programs and any other related purposes.

Section 6. FUNDING

A. All travel requires prior authorization.

B. Except as hereinafter set forth, all travel requires the completion and submittal to the employee's supervisor or the Village Manager of the Expense Request Form, as attached hereto and incorporated herein as Exhibit A. All expenses incurred for which reimbursement is sought must be accompanied by the original receipt for such expenditures.

C. Travel advances may be issued to an Authorized Individual prior to departure on an authorized trip. The advance payment will be predicated on the amount estimated as set forth in the Expense Request Form, attached hereto as Exhibit A. All travel reservations for a common carrier must be made by the Finance Department. If an authorized travel advance is less than the approved actual expense, the difference will be paid to the Authorized Individual following travel, and upon proper receipts being provided. If the travel advance is greater than the actual or allowed travel expense, then the difference shall be reimbursed to the Village within thirty (30) days after return of the Authorized Individual.

D. If common carrier tickets are necessary, issuance of such tickets shall be made only upon receipt of the Expense Form, with proper approval signatures.

E. All Authorized Individuals are required to ensure that vendors are made aware of and provided with the Village tax exemption information whenever applicable.

Section 7. EXPENSE REQUEST FORM

The Finance Department shall provide an Expense Request Form, attached hereto as Exhibit A, to be used by each Authorized Individual for travel requests, expenses and reimbursements and mileage allowances, for use for all expenditures and reimbursements sought in an amount more than Twenty and 00/100 Dollars (\$20.00).

No Expense Request Form shall be required to be submitted for expenses, in connection with travel, that are billed directly to the Village.

The Finance Department shall cause requests for travel expense and reimbursement to be verified before payment is made therefore.

Section 8. MEAL ALLOWANCES AND ACCOMMODATIONS

A. Meals

For the purpose of reimbursements, the maximum allowances for meals shall be based on the schedule set forth by the Internal Revenue Service (IRS) for all cities within the continental United States, and will not exceed the amount provided by actual receipt listing all items purchased as part of the meal. The IRS allowed amounts are established by the U.S. General Services Administration (GSA). These rates are published annually and can be found at www.gsa.gov.

If meals are provided as a part of the registration fee for the authorized travel, no additional meal allowances will be paid or reimbursed.

Meals for guests, which are paid for by the Authorized Individual as part of appropriate conduct of public business, shall be deemed a legitimate expenditure for the Village Officers and Employees, and reimbursement may properly be sought therefore. In such circumstances, the guest's meal is not subject to authorized Internal Revenue Service allowances.

B. Accommodations

Hotel or accommodations allowances will be made when travel extends overnight and requires lodging, at the single occupancy rate (unless an Authorized Individual determines to share accommodation with another Authorized Individual). An Authorized Individual taking a guest shall pay any cost differences for double occupancy. The Government Room Rate shall be sought in all circumstances, unless not available. Room service, and additional room expenses (movie rental, valet, minibar, etc.) will not be paid and/or reimbursed.

E. Exclusions

1. Alcoholic beverages are excluded from reimbursement for any meal and/or accommodation.

2. Expenses related to entertainment are excluded from reimbursement, unless such entertainment is ancillary to the purpose or program or event. For example, "ancillary" means those entertainment events which are included in the registration cost of a convention or seminar.

3. Overnight lodging expenses are excluded from reimbursement for elected officials other than the Mayor, unless those expenses are due to attendance at an event for an organization of which the Village is a member, which is held more than 50 miles from the Village Hall.

4. With the exception of the Mayor, costs associated with the Chamber Winter Activity shall be excluded from reimbursement for elected officials.

F. Exceptions

Given the expectation that the Mayor is the Chief elected official of the community his/her attendance at various functions will be required more often; therefore, the Village may pay for the Mayor's spouse or significant other in some circumstances as determined by the Mayor and reported to the Village Board

Any exceptions to this Policy must be granted in writing by the Village Manager and reported to the Village Board.

Section 9. TRANSPORTATION

A. With the exception of travel to events that are deemed by the Village manager to be required of the position, and the price of train tickets to downtown, the Village will not allow expense reimbursement for travel outside of a village vehicle. If a Village vehicle is unavailable, the person's private vehicle may be used.

A. All travel must be on a convenient and mainly traveled route. If an Authorized Individual travels by an indirect route for his/her convenience, any extra costs shall be borne by the Authorized Individual. Air travel shall be at the coach fare.

B. If a privately owned automobile is used for travel, the Authorized Individual shall be entitled to a mileage reimbursement at a cents-per-mile rate equal to the Internal Revenue Service allowable rate then in effect. When two or more Officers or Employees are attending the same travel related event, carpooling should be practiced whenever possible. For mileage calculation purposes, the shortest distance used will be the shortest distance listed by a common internet search provider. In the event the Authorized Individual shall have departed from home, rather than the Village offices, the shorter of the distances from home to the event or from the Village offices to the event will be used.

C. Transportation by common carrier which has not been prepaid, and for which the Authorized Individual seeks reimbursement, must be substantiated by the original receipt from the common carrier.

D. Transportation by charter vehicle may be authorized when deemed to be the most economical method of travel considering the nature of the business, the number of people making the trip and the most efficient and economical means of travel.

Section 10. REIMBURSABLE INCIDENTAL EXPENSE

An Authorized Individual may be reimbursed for incidental travel expenses incurred during the course of travel. Such incidental travel expenses include, but are not limited to, the following:

1. Registration fees, convention, conference, seminars and/or training fees.
2. Taxi/Rideshare, and airport or hotel limousine fares.
3. Car rentals.
4. Storage or baggage fees.
5. Tolls.
6. Parking fees.
7. Telephone and facsimile charges relating to official business.
8. Tips for parking attendants and baggage handling.
9. Public Transportation.

Any miscellaneous expense over \$20.00 for which reimbursement is being sought shall be accompanied by receipt.

Section 11. EMERGENCIES

In the event of an emergency necessitating travel or the incurrence of a business expense, the requirements of this Expense Policy shall be waived prior to travel or incurring the expense. However, within thirty (30) days of any emergency expenditure, the Expense Request Form shall be completed and filed with the appropriate office for reimbursement and to document the emergency. Report of any emergency expenditure shall be provided to the Corporate Authorities in an open meeting.

Section 12. CREDIT CARD

A Credit or Purchasing Card may be used by the Authorized Individual for the conduct of public business, in regard to charging and payment of travel and/or business expenses that cannot be conveniently paid for by other means.

Use of an authorized card must be in accordance with the policy enacted for same by the Village.

Section 13. AUDITING

All Expense Request Forms shall be submitted to the Finance Director no later than thirty (30) days before travel or the business expense is expected to be incurred for estimated expenses, and within thirty (30) days after the travel or business expense has been incurred for auditing by the Finance Department.

Section 14. OFFICIAL DOCUMENTS

In compliance with the Act, all documents and information submitted in regard to travel and/or business expenses in accordance with these Policies and Procedures are declared to be “public records” and subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Section 15. FRAUDULENT CLAIMS

Claims submitted pursuant to these Policies and Procedures must be signed by the Authorized Individual, which signature shall serve as verification of the true and correct nature of the funds being sought therein. Any individual who makes or aids in the making of a false or fraudulent claim shall be guilty of a violation against the Village and, if found guilty of same, shall be punished as provided in the Village Personnel Rules and Regulations. In addition, any individual who receives an advance or reimbursement by use of a false claim, shall be liable for repayment of the amount.

Section 16. SUPERSEDE/CONFLICT IN POLICIES AND/OR PROCEDURES

These Policies and Procedures supersede any other policy or procedure currently in effect to the extent such policy or procedure is in conflict with that provided herein.

Exhibit A

TRAVEL/BUSINESS EXPENSE REQUEST

_____ Estimate for prior authorization

_____ Actual for audit

NAME _____ SIGNATURE _____ (Note: Your signature serves as verification of the information set forth herein).	TITLE / DEPARTMENT (IF APPLICABLE)
---	------------------------------------

GENERAL DESCRIPTION OF PURPOSE FOR WHICH REIMBURSEMENT IS REQUESTED:

Prior authorization: ___ Currently Requesting ___ Previously Granted ___ Not previously granted due to Emergency

TRAVEL (Actual / Estimate*):

_____ Airfare Airline: _____ Cost: _____

_____ Public Transit Cost: _____

_____ Private Car Mileage _____ x _____ (rate/mile) Total: _____

_____ Other (Description) _____

Note: If reimbursement is sought for actual cost, receipts must be attached for reimbursement.

LODGING (Actual / Estimate*)

Name/Location: _____ Date(s) _____ Cost: _____

Note: If reimbursement is sought for actual cost, receipts must be attached for reimbursement.

MEALS (Circle Actual / Estimate*)

	Date	Breakfast, Lunch, Dinner	IRS Allowed	Actual Cost
1				
2				
3				
4				
5				
6				
7				
8				

(Attach additional sheet as needed for reimbursement)

Total Reimbursement Sought: _____

Note: If reimbursement is sought for actual cost, receipts must be attached for reimbursement.

Supervisor's Approval: _____ Date: _____

Finance Approval: _____ Date: _____

Manager's Approval: _____ Date: _____



Cloud Services/SaaS Backup Procedures

Ban-Koe Companies maintains geographically disparate servers across three states.

These servers receive backups every twelve hours.



D A T A B A N K

Consolidated Communications

November 10, 2016

Re: BRIDGE LETTER

To our Valued Clients and Partners,

Thank you for your request for information regarding internal controls for DataBank Holdings, Ltd. ("DataBank").

Our SSAE 16 ("SOC 1") Type 2, SOC 2 Type 2, HIPAA Security Compliance Assessment, and PCI DSS Assessment reviews of the controls and relevant considerations of DataBank were conducted by 360 Advanced, Inc. in 2015. The SOC 1 Type 2 examination reviews included tests of operating effectiveness for DataBank:

- Dedicated and Cloud Hosting, Co-Location and Managed Service Solutions Services for the two Lenexa, Kansas data center facilities for the period of January 1, 2015 through December 31, 2015. A SOC 2 Type 1, HIPAA Security Compliance Assessment, and a PCI DSS was also completed for the same locations and services, for an as of date of December 31, 2015;
- Data Center (Co-location) Services for the Eagan, Minnesota data center facility for the period of July 1, 2015 through September 30, 2015. A SOC 2 Type 2 was also completed for the same services and time period. A HIPAA Security Compliance Assessment and PCI DSS Assessment was also completed as of September 30, 2015; and
- Data Center (Co-location) Services for the Dallas and Richardson, Texas facilities, and also the Edina, Minnesota facility, for the period of June 1, 2014 to May 31, 2015. A SOC 2 Type 1, HIPAA Security Compliance Assessment, and a PCI DSS was also completed for the same locations and services, for an as of date of May 31, 2015.

DataBank recognizes the need to maintain an appropriate internal control environment and to report upon the effectiveness of these controls in a timely manner. During the interim period of the prior examinations to the present, DataBank continues to operate within the control environment as described in the SOC 1, SOC 2, HIPAA Security Compliance Assessment, PCI DSS Assessment reports.

While DataBank continues to update and enhance services and technology, there have not been any material changes to the described internal control environment or the specific underlying procedures as stated in the last SOC 1 and SOC 2 examinations.

In closing, DataBank is confident that our prior year SOC, HIPAA, and PCI DSS reports document the effectiveness of the internal controls over our Services. In 2016 DataBank

DataBank - 400 S. Akard Street, Suite 100 - Dallas, TX 75202 - (214) 720-2266



D A T A B A N K

is working to bring the SOC examinations under the same services and timeline allowing it to provide (1) SOC 1, type 2, (1) SOC 2, type 2 report which will cover all locations and include the period of November 1, 2015 through October 31, 2016. The scope for the locations for the 2016 reports will include the following:

Lenexa, Kansas data center facilities (2) – Cloud, Managed Services, and Co-location;

Dallas, Texas (1) - Cloud, Managed Services, and Co-location;

Edina and Eagan, Minnesota facilities (2) – Co-location;

Richardson, Texas (1) – Co-location.

Our goal is to provide best-in-class services and we welcome your feedback and suggestions in helping us to achieve that goal.

Very truly yours,

Timothy J. Moore
CEO
DataBank Holdings, Ltd.

DataBank - 400 S. Akard Street, Suite 100 - Dallas, TX 75202 - (214) 720-2266

MINNEAPOLIS | DALLAS | KANSAS CITY
www.databank.com

Hiestand, Brand, Loughran, P.A.

SOC 1 (SSAE No. 16) TYPE 2 REPORT ON CONTROLS
PLACED IN OPERATION FOR DATA CENTER SERVICES

DataBank Holdings, Ltd.

JUNE 1, 2014 TO MAY 31, 2015



D A T A B A N K



DATABANK HOLDINGS, LTD.

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SECTION 1:

INDEPENDENT SERVICE AUDITORS' REPORT

Hiestand, Brand, Loughran, P.A.

INDEPENDENT SERVICE AUDITORS' REPORT ON THE DESCRIPTION OF THE SERVICE ORGANIZATION'S SYSTEM AND THE SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS

To DataBank Holdings, Ltd.:

We have examined DataBank Holdings, Ltd.'s ("DataBank") description of its Data Center Services system for the Dallas, Texas, Richardson, Texas, and Edina, Minnesota facilities throughout the period June 1, 2014 to May 31, 2015 and the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description. The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls contemplated in the design of DataBank's controls are suitably designed and operating effectively, along with related controls at the service organization. We have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

Within Section 2 of this report, DataBank has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. DataBank is responsible for preparing the description and for the assertion, including the completeness, accuracy, and method of presentation of the description and the assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria, and designing, implementing, and documenting controls to achieve the related control objectives stated in the description.

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination. We conducted our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period June 1, 2014 to May 31, 2015.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of the service organization's controls to achieve the related control objectives stated in the description involves performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of those controls to achieve the related control objectives stated in the description. Our procedures included assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description. Our procedures also included testing the operating effectiveness of those controls that we consider necessary to provide reasonable assurance that the related control objectives stated in the description were achieved. An examination engagement of this type also includes evaluating the overall presentation of the description and the suitability of the control objectives stated therein, and the suitability of the criteria specified by the service organization and described within DataBank's assertion within Section 2 of this report. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Because of their nature, controls at a service organization may not prevent, or detect and correct, all errors or omissions in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives is subject to the risk that controls at a service organization may become inadequate or fail.

In our opinion, in all material respects, based on the criteria described in DataBank's assertion in the next section of this report:

- a. the description fairly presents DataBank's Data Center Services system that was designed and implemented throughout the period June 1, 2014 to May 31, 2015;
- b. the controls related to the control objectives of DataBank stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period June 1, 2014 to May 31, 2015, and user entities applied the complementary user entity controls contemplated in the design of DataBank's controls throughout the period June 1, 2014 to May 31, 2015; and
- c. the controls that we tested, which together with the complementary user entity controls referred to in Section 3 of this report, if operating effectively, were those necessary to provide reasonable assurance that the control objectives stated in the description were achieved, operated effectively throughout the period June 1, 2014 to May 31, 2015.

The specific controls tested and the nature, timing, and results of those tests are listed within Section 4 of the report.

This report, including the description of tests of controls and results thereof within Section 4, is intended solely for the information and use of DataBank, user entities of DataBank's Data Center Services system during some or all of the period June 1, 2014 to May 31, 2015, and the independent auditors of such user entities, who have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements. This report is not intended to be and should not be used by anyone other than these specified parties.

Hiestand, Brand, Arghman PA.

July 30, 2015
Tampa, Florida

SECTION 2:

MANAGEMENT'S ASSERTION

MANAGEMENT'S ASSERTION

July 30, 2015

We have prepared the description of DataBank Holdings, Ltd.'s ("DataBank") Data Center Services system for user entities of the system during some or all of the period June 1, 2014 to May 31, 2015 and their user auditors who have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities of the system themselves, when assessing the risks of material misstatements of user entities' financial statements. We confirm, to the best of our knowledge and belief, that

- a. the description fairly presents the Data Center Services system made available to user entities of the system during some or all of the period June 1, 2014 to May 31, 2015 to support the processing of relevant transactions. The criteria we used in making this assertion were that the description:
 - i. presents how the system made available to user entities of the system was designed and implemented to process relevant transactions as they relate to our environment, including when applicable:
 1. the types of services provided;
 2. the procedures, within both automated and manual systems, by which services are provided;
 3. how the system captures and addresses significant events and conditions, other than transactions;
 4. the process used to prepare reports or other information provided to user entities of the system;
 5. the specified control objectives and controls designed to achieve those objectives; and
 6. other aspects of our control environment, risk assessment process, information and communication systems (including the related business processes), control activities, and monitoring controls that are relevant to user entities of the system.
 - ii. does not omit or distort information relevant to the scope of the Data Center Services system, while acknowledging that the description is presented to meet the common needs of a broad range of user entities of the system and their financial statement auditors, and may not, therefore, include every aspect of the Data Center Services system that each individual user entity of the system and its auditor may consider important in its own particular environment.
 - iii. includes relevant details of changes to the service organization's system during the audit period covered by the description.
- b. the controls related to the control objectives stated in the description were suitably designed and operated effectively throughout the period June 1, 2014 to May 31, 2015 to achieve those control objectives. The criteria we used in making this assertion were that:
 - i. the risks that threaten the achievement of the control objectives stated in the description have been identified by management;
 - ii. the controls identified in the description would, if operating as described, provide reasonable assurance that those risks would not prevent the control objectives stated in the description from being achieved; and
 - iii. the controls were consistently applied as designed, including whether manual controls were applied by individuals who have the appropriate competence and authority.

/s/ DataBank Holdings, Ltd.

Timothy Moore – CEO

H. Michael Gentry – VP of Operations

SECTION 3:

DATABANK'S DESCRIPTION OF CONTROLS

SCOPE OF REPORT AND DISCLOSURES

This description of the system of controls provided by DataBank Holdings, Ltd. (“DataBank”) management, as related to Statement on Standards for Attestation Engagements No. 16 ‘Reporting on controls at a Service Organization’ (“SSAE 16” or “SOC 1”), considers the direct and indirect impact of risks and controls that DataBank management has determined are likely to be relevant to its user entities’ internal controls over financial reporting. The scope of management’s description of the system of controls covers the general computer and customer provisioning controls supporting the Data Center Services system, and considers the initiation, authorization, recording, processing and reporting of related transactions. DataBank is responsible for identification of risks associated with the system of controls (defined as control objectives), and for the design and operation of controls intended to mitigate those risks. This includes the applicable information technology infrastructure and the supporting processes related to the Data Center Services system. It does not include any other processes used to initiate, authorize, record, process, or report on the financial transactions of its user entities. Additionally, DataBank does not maintain accountability for any user entity assets, liabilities, or equity.

As part of its overall SOC 1 program, DataBank’s management sets and determines the scope and timing of each report. This report features the Data Center Services system. This description of the system of controls has been prepared by DataBank management to provide information on controls applicable to the Data Center Services system at the headquarters located in Dallas, Texas, as well as the Richardson, Texas, and Edina, Minnesota locations (“data centers” or “facilities”).

Sub-Service Organizations

DataBank does not rely on any sub-service organizations as part of the Data Center Services system included in the scope of this report.

Significant Changes during the Review Period

Management is not aware of any significant changes that occurred during the review period.

Subsequent Events

Management is not aware of any relevant events that occurred subsequent to the period covered by management’s description included in Section 3 of this report through the date of the service auditor’s report that would have a significant effect on management’s assertion.

Using the Work of the Internal Audit Function

The service auditor did not utilize any work of an Internal Audit function in preparing this report.

OVERVIEW OF OPERATIONS AND THE SYSTEM

Company Overview and Background

DataBank is a provider of managed data center space for colocation services headquartered in the Dallas, Texas. DataBank facilities are designed to provide customers with 100% uptime for their critical business IT infrastructure. With redundant power delivery, multi-homed multi-terabyte Internet access hubs, and storage area networks, DataBank's colocation offerings include customized technology solutions designed specifically to help organizations manage their risk and improve their overall business performance.

Overview of the Data Center Services System

DataBank provides data center facilities and infrastructure to protect customers' systems from physical and environmental security threats. DataBank provides customizable space and power solutions to accommodate unique customer requirements within its data halls located throughout the data centers. The data centers, and data halls within, are protected from unauthorized access through the use of card and biometric security access controls restricted to authorized personnel, as well as video surveillance systems. The data centers and data halls within are further secured from environmental threats such as fire, harmful temperature and humidity levels, and power surges or power failures.

Functional Areas of Operations

The following groups are responsible for providing services related to the Data Center Services system:

- Executive management – responsible for overseeing company-wide activities, establishing and accomplishing goals, and overseeing objectives;
- Data center personnel – manages, monitors and supports the data center from unauthorized access and use while maintaining integrity and availability;
- Support operations – monitors the network infrastructure and responds to incidents identified; and
- Accounting and administration – perform reconciliations related to services provided to user entities and provides financial and regulatory reporting and operational quality assurance and compliance.

OVERVIEW OF RELEVANT INFRASTRUCTURE

The Data Center Services system is comprised of the following components:

- Infrastructure (facilities, equipment, and networks);
- Software (systems, applications, and utilities);
- People (developers, operators, users, and managers);
- Procedures (automated and manual); and
- Data (transaction streams, files, databases, and tables).

Infrastructure

The DataBank data centers offer facilities and infrastructure to provide colocation services for its customers. Each facility is designed with multiple data halls within where customer equipment resides. Single racks, cabinets, and / or isolated cages are offered to customers within the several thousand square feet of data hall space at each facilities.

The following describes the in-scope components supporting the Data Center Services system:

System / Application	Description	Infrastructure
Nagios	Network monitoring	GNU / Linux (Nagios Core)
WebCTRL 5.5	Environmental monitoring (Dallas and Richardson)	Automated Logic
TrendPoint	Environmental monitoring (Edina only)	Automated Logic
On Guard	Card access system (Dallas and Richardson)	Lenel / Suprema
System Galaxy	Card access system (Edina only)	Windows 7 / SQL Server 2008

Software

DataBank utilizes Nagios to provide for network monitoring of the data center facilities and services contracted to be provided. Nagios is the primary application used for monitoring services and has been configured with thresholds and alerts designed to provide management notifications with enough time to adjust and make changes prior to an outage or limitation in services being provided.

People

The roles and responsibilities of key functions include the following:

- **Chief Executive Officer (CEO):** Timothy Moore serves as the CEO of DataBank. He provides overall direction for the daily operations as well as the strategic vision of the company. Moore joined DataBank following Avista Capital Partners' acquisition of the company in 2011. He has over 30 years of experience leading large and small companies through significant growth cycles in technology marketplaces. Moore has 12 years of senior management experience in the outsourced data center industry. He has served at the Vice President level for three Fortune 500 companies where he established a successful background in sales, marketing, and business development. He began his career in the computer industry in the 1980's. Moore earned a B.S. in Business Administration from the Fisher Business School at The Ohio State University.

- **Chief Financial Officer (CFO):** Kevin Ooley has served as the CFO of DataBank since 2011. He has over 20 years of extensive experience in delivering shareholder value through the creation and implementation of growth and operational strategies. Prior to joining DataBank, Ooley served as the CFO for the Thompson Media Group and as a Principal at Lovett Miller & Co., a growth capital private equity firm based in Florida. He was also the Director of Strategy for iXL Enterprises and a Manager in Accenture's Strategic Services practice. Ooley holds a Bachelor of Industrial Engineering from the Georgia Institute of Technology.
- **Chief Technology Officer (CTO):** Bryan Porter joined DataBank through the April 2014 acquisition of Arsalon Technologies, where he served as President since he co-founded the company 2001. In his role as DataBank's Chief Technology Officer, Porter is responsible for the direction of the company's overall technology strategies, service philosophy, implementation and management. Porter's experience previous to Arsalon includes management positions at BHA, St. Luke's Shawnee Mission Health System and GeoAccess. He earned his undergraduate degree in Computer Science from Mid-America Nazarene University.
- **Co-Founder & Vice President of Sales:** As Co-Founder, Jerry Blair was instrumental in DataBank's inception in 2005. In his role as Vice President of Sales, Blair is charged with executing the company's sales strategy. With a successful track record spanning more than 20 years in senior sales management, Blair's experience and proven ability to implement results-driven direct and channel-focused sales programs is an asset to the company. Prior to DataBank, Blair was Vice President of Sales for Switch and Data and LayerOne. He has also served as General Manager of Sales for Lucent Technologies, and has held sales management positions with various industry leaders including ICG Communications, Nortel Communications, and Wellfleet Communications.
- **Vice President of Operations:** Michael Gentry joined DataBank management in early 2013, bringing with him a long history of industry success. He provides DataBank with oversight and management on the company's business operations including provisioning, quality assurance, customer service, and new product development. Prior to DataBank, Gentry served as Vice President of Managed Service Operations for SunGard Availability Services where he managed product engineering and the technical support of computer, storage, database and application management services. Before that, he managed VeriCenter's client experience as the Vice President of Customer Service.
- **Vice President of Technical Operations:** Dan Allen joined the DataBank management team in 2011. As the head of technical operations, Allen is responsible for all of DataBank's facility infrastructure and data center operations. With over 28 years of Telecom and management experience, Allen's oversight ensures DataBank customers have the highest levels of security and redundancy in the industry. Prior to DataBank, Allen managed multiple facilities totaling more than 100K square feet of raised floor for Denver-based ViaWest. Before that, he served as the Director of Technical Services for Dallas-based colocation provider Dataside, and spent 16 years with Cable & Wireless managing the company's central US operations. Allen also served in the United States Air Force.
- **Vice President of Marketing:** Aaron Alwell joined the DataBank management team as a consultant in the closing months of 2011. His immediate focus was on enhancing the company's brand image and awareness. Now in his permanent role, Alwell's impact can be felt throughout every facet of DataBank's branding, presence, and messaging. Prior to DataBank, Alwell was the Vice President of Marketing for USAFact, one of the leading corporate background screening agencies. He has also held management-level marketing positions with a number of technology companies, including ViaWest, Dataside, and Internet America.

Procedures

DataBank has developed, and communicated to its users, procedures to restrict physical access to DataBank's facilities and its data halls and critical areas within, as well as procedures to protect the facilities from certain environmental threats. Policies include the following:

- DataBank Data Center Security Policy;
- Information Security Policy;
- Data Center Physical Security;
- Data Center Environmental Security Policy; and
- Incident and Response Policy.

Data

DataBank does not process customer's data. The scope of management's description of the system of controls covers the physical and environmental security supporting the Data Center Services system. This includes the applicable information technology infrastructure and the supporting processes related to the Data Center Services system. It does not include any other processes used to initiate, authorize, record, process, or report on the financial transactions of its user entities.

RELEVANT ASPECTS OF CONTROL ENVIRONMENT, RISK ASSESSMENT, INFORMATION AND COMMUNICATIONS SYSTEMS, MONITORING, POLICIES AND PRACTICES

Control Environment

The control environment sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal controls, providing discipline and structure. Aspects of DataBank's control environment that affect the services provided and / or the system of controls are identified in this section.

Integrity and Ethical Values

The effectiveness of controls is greatly influenced by the level of integrity and ethical values of the people who create, administer, and monitor them. Integrity and ethical values are important elements of DataBank's control environment, affecting the design, administration, and monitoring of other components. The communication and implementation of ethical behavior throughout the organization is designed to reduce the likelihood of personnel to engage in dishonest, illegal, or unethical acts.

DataBank enforces high ethical standards in all levels of communication to and through its employees. DataBank continuously audits its employees' communication with customer and outside resources to ensure compliance with these standards and addresses any issues as soon as they arise. DataBank emphasizes high standards during all of its interpersonal communications via meetings, email and phone calls. Any questionable acts are dealt with immediately and positive acts are recognized and acknowledged in public forums in an effort to reinforce positive / constructive behaviors. Employees who violate these standards are disciplined according to company policies.

Management Committee

DataBank's control consciousness is influenced significantly by its Management Committee. Attributes include the Management Committee's experience and stature of its members, the extent of its involvement and scrutiny of activities, the appropriateness of its actions, the degree to which difficult questions are raised and pursued with management, and its interaction with internal and external auditors. The Management Committee was formed to oversee DataBank's risk management ownership and accountability. The committee consists of members of senior management from different operational areas including finance, executive oversight, engineering and operations, and business development. The committee identifies elements of business risk including threats, vulnerabilities, safeguards and the likelihood of a threat, to determine the actions to be taken.

Commitment to Competence

Management has established a framework for the basic skills necessary to perform each of the jobs at DataBank. This framework is then augmented with more specific requirements for each position and for additional specialization within each position based upon any other skills an employee may have. The job descriptions for each position are descriptive, but remain fairly broad because of the nature of the work for which each position is responsible. The employee understands that there are general skills that all people within their given role must have and that the job description augments those skills. A skills development program is in place that provides technical training for the continued development of information technology and engineering personnel. Training practices include vendor training for support specific hardware and software components, conferences and seminars on industry developments, technical certification courses, and newsletters and discussion forums for certain technologies.

Management's Philosophy and Operating Style

DataBank management philosophy and operating style is ultimately responsible for the system of internal controls. Virtually all employees have some role in controlling the organization. Some controls are established at the organization level, and management of the local unit establishes others. Management has formal policies and procedures in place to guide personnel on specific information processing functions.

Organizational Structure

Management has designed the organizational structure to provide quality service and accountability in support of DataBank's mission. In order to achieve quality in performance, they strive for continuous improvement in all that is done, plan and commit to accomplish targets, and are empowered to perform their duties. DataBank's operations are highly specialized and require the ability to adapt to industry changes and best practices. DataBank has a centralized, flat management framework, which allows them to quickly react to industry changes and have excellent response times to customer needs. In addition, the President is an active participant in day-to-day operations and all managers report directly to him. Organizational charts are in place to communicate key areas of authority, responsibility and appropriate lines of reporting to personnel. These charts are available to personnel via the intranet.

Human Resource Policies and Practices

DataBank's human resource policies and practices are clearly written and communicated where appropriate. Policies and procedures that are listed in the employee handbook include hiring, training, disciplinary actions and termination procedures. Standards for hiring the most qualified individuals with emphasis on educational background, prior work experience, past accomplishments, and evidence of integrity and ethical behavior demonstrate DataBank's commitment to competent and trustworthy people. Training policies that communicate prospective roles and responsibilities and include practices such as training schools and seminars illustrate expected levels of performance and behavior. Promotions driven by periodic performance appraisals demonstrate DataBank's commitment to the advancement of qualified personnel to higher levels of responsibility.

Risk Assessment

DataBank's risk assessment process is designed to identify and consider the implications of external and internal risk factors concurrent with establishing unit-wide objectives and plans. The likelihood of occurrence and potential monetary impact (or publicity risk) has been evaluated to enhance the reliability of management transaction processes. Risks are categorized as tolerable or requiring action, and include the following considerations:

- **Changes in the operating environment** – a change in regulations may necessitate a revision of existing processing. Revisions of existing processing may create the need for additional or revised controls.
- **New personnel** – new personnel who are responsible for overseeing the IT controls may increase the risk that controls will not operate effectively.
- **Rapid growth** – a rapid increase in the number of new customers may affect the operating effectiveness of certain controls.
- **New business models, products, or activities** – the diversion of resources to new activities from existing activities could affect certain controls.
- **Corporate restructuring** – a change in ownership or internal reorganization could affect reporting responsibilities or the resources available for services to user entities.
- **Government and regulatory changes** – the implementation of relevant government and regulatory pronouncements could affect user entities

DataBank's recognition of risks that could affect the organization's ability to provide reliable data center services for its user entities is generally implicit, rather than explicit. Management's involvement in the daily operations allows them to learn about risks related to services provided through direct personal involvement with employees and outside parties. In addition to this, Management undergoes a formal annual risk assessment process to document the risks as well as the mitigating factors for each risk. Residual risk that is determined to be too high, is discussed and an action plan is put in place to ensure the overall risk exposure is reduced to an acceptable level as determined by DataBank Executive Management.

Information and Communication Systems

Information System

DataBank has and maintains an information security policy to help ensure that employees understand their individual roles and responsibilities concerning processing and controls to ensure significant events are communicated in a timely manner. These include formal and informal training programs and the use of email to communicate time sensitive information and processes for security and system availability purposes that notify key personnel in the event of potential security issues or system outages.

Communication System

Management is involved with day-to-day operations and is able to provide personnel with an understanding of their individual roles and responsibilities. This includes the ability to provide necessary training to the extent that personnel understand how their daily activities and roles relate to the overall support of services. DataBank management believes that open communication throughout the organization ensures that deviations from standards are identified, reported and appropriately addressed.

DataBank has implemented an internal corporate network to disseminate information to employees. The network is the central repository for company communications. Individual departments are charged with designing and developing their procedures. Once a procedure is finalized, it is published to the internal network for company-wide distribution. Publishing to the corporate network is performed by information technology personnel who follow a two-step process to help ensure that changes are approved prior to release to the production site. Restrictive access controls are also applied if the material being published is not intended for general viewing (e.g., certain fee structures and management guidelines).

Monitoring

DataBank's management performs monitoring activities in order to assess the quality of internal control over time and monitors activities throughout the year and takes corrective actions to address deviations from company policy and procedures. Management utilizes a risk-based approach to monitor business units and other auditable entities throughout the organization, ensuring that enterprise-wide risks are prioritized and addressed in order of significance.

Management's close involvement in operations helps to identify significant variances from expectations regarding internal controls. Upper management immediately evaluates the specific facts and circumstances related to any suspected control breakdowns. A decision for addressing control's weaknesses is made based on whether the incident was isolated or requires a change in the company's procedures or personnel. Management's ability to actively monitor customer's communications is an integral role in controlling the quality of the services provided.

The CEO holds regular meetings with the team managers to maintain oversight of team activities and company financial positioning.

Weekly operations and senior management meetings are held to discuss monitoring activities, issues, and other relevant topics pertaining to the operation of the data center services. Monitoring activities are used to initiate corrective action through meetings, calls, and informal notifications.

Management has frequent involvement in DataBank's operations to help identify significant variances from expectations regarding internal controls. Controls addressing higher-priority risks and those most essential to reducing a given risk are evaluated more often. Additionally, DataBank's customer care group ensures that customer complaints are brought to management's attention in weekly senior management and operations meetings. Executive management immediately evaluates the specific facts and circumstances related to any suspected control breakdowns. A decision for addressing any controls weakness is made based on whether the incident was isolated or requires a change in the company's procedures or personnel.

Policies and Practices

DataBank security systems include badge access authentication at each data center door, logging of door access attempts, and video surveillance for access to and within the DataBank data centers including the data halls where customer equipment resides. Electronic badge access systems and biometric hand readers provide access controls at each facility's data center entry points. Video surveillance technology has been implemented to monitor and record access to and activity within the facilities.

INFRASTRUCTURE MANAGEMENT

DataBank is responsible for maintaining and implementing information technology general computer controls related to computer processing supporting the Data Center Services system. These controls provide the basis for reliance on information / data from the systems used by user entities.

Physical Security

The properties are constructed of reinforced concrete and structural steel poured in place with concrete decking present between floors. The exterior walls consist of precast concrete panels, and common face brick and limestone. Electronic badge access systems and biometric hand readers provide access controls at data centers' entry points including at each data hall entrance. Certain data halls within the data centers offer raised flooring space for customer equipment. Customer equipment is maintained in separate, secured and locked steel cages and cabinets.

Customers designate two or more persons with the ability to modify an authorized access list and provide the name, driver's license number, e-mail address and phone number of each employee that requires access. Authorized employees with badge access have 24 hour per day access to customer space within their respective data hall only. Customers are required to provide advanced notice of escorted or one-time access for vendors and employees. Visitors are required to check in at the security guard station, sign the visitor log, and exchange a driver's license for a temporary access card or escort. Security personnel are either onsite or video monitoring 24 hours per day. Video surveillance cameras at each location are supported by systems which retain at minimum 90 days of video activity.

Environmental Security

Redundancy

DataBank has many attributes capable of providing complete redundancy in power, cooling, and network infrastructure.

Primary components of the Dallas, Texas data center include:

- Two vaults with Twelve outgoing independent utility feeds;
- 10 generators;
- Seven 500 ton cooling towers;
- Dual closed loop water system;
- 80,000 gallon make-up water tank;
- Dual zero manholes for diverse service provider entry; and
- Utility service built in a 2(N+2) configuration.

Primary components of the Richardson, Texas data center include:

- Dual 10MW feeds in a true 2N configuration;
- Four 2.75MW generators;
- Five 500 ton cooling towers and dual-fed high-efficiency CRAH units;
- 100,000 gallon reserve water tank for cooling on-site; and

- On-site carrier-class redundant Meet-Me-Rooms.

Primary components of the Edina, Minnesota facility's data center include:

- Two 2MW independent utility feed generators;
- Three 240 ton air cooled chillers;
- Dual 2.5MW feeds in a true 2N configuration;
- high-efficiency Computer Room Air Handler (CRAH) units; and
- on-site carrier-class Meet-Me-Room.

Power Capabilities

The aspects and elements of the power delivery system are configured in a redundant design. Two diverse substation feeds deliver power to the facilities. The power is distributed via separate alternate current (AC) transformers feeding automatic switching gear. DataBank has deployed redundant generators to support both uninterruptible power supply (UPS) system loads and the associated cooling loads. IT load is protected by multiple redundant UPS systems. The watts per square foot provided for IT load are based on cooling capacity, and the ability to maintain an acceptable temperature in the event of a computer room air handler (CRAH) unit failure. DataBank installs new generators and UPS systems as customer orders and capacity dictate.

Fire Suppression and Cooling

DataBank employs a double inter-lock, dry-pipe fire suppression system with photoelectric detectors tied to a single fire panel.

The Dallas, Texas facility has a cooling infrastructure comprised of open and closed loop condenser water systems. The system consists of seven 500 ton cooling towers, six 650 ton plate heat exchangers and an 80,000 gallon make-up water tank providing a total of 10.2 MW of cooling.

The Richardson, Texas facility has a cooling infrastructure based on a common header, open loop condenser water, closed loop chilled water system. The system consists of three 500 ton cooling towers, three 500 ton variable speed screw chillers, and four 10,000 gallon make-up water tank providing a total of 3.5 MW of cooling. Cooling is distributed via thirty-seven CRAH units deployed in an N+1 design.

The Edina, Minnesota facility has a cooling infrastructure comprised of open and closed loop condenser water systems. The system consists of three 240 ton air cooled chillers for a total of 480 tons N+1. Cooling is distributed via fourteen CRAH units deployed in an N+1 design.

Monitoring

Environmental monitoring systems are utilized to monitor the environmental conditions and devices throughout each facility. The environmental monitoring systems are configured to notify security and data center personnel through e-mail alerts when predefined thresholds are exceeded on monitored devices. The systems use devices throughout the facility to monitor temperature, humidity, and leak detection.

Customer Provisioning

DataBank utilizes Master Service Agreements (MSAs) and Service Level Agreements (SLAs) to define the terms of services provided by DataBank to each customer. DataBank documents the agreed upon services and communicates these service requirements to customers via a completion letter and a start of service notification. Each customer provides a list of customer contacts to be notified in the event of a networking incident.

Network Monitoring

Network monitoring is performed by DataBank to monitor the availability of network connections to customers hosted in DataBank facilities. DataBank management has documented the incident response policies and procedures in place to guide personnel in network outage response, escalation, and resolution activities.

DataBank utilizes an enterprise monitoring application (primarily Nagios) to monitor the status of the networking systems provided to DataBank customers. The monitoring application monitors considerations such as, availability of the network, host services and ports, IP packet transmissions and loss. The enterprise monitoring application is configured to send e-mail alert notifications to IT personnel when predefined thresholds are exceeded on monitored systems and provides statistical reports to monitoring personnel. The monitoring personnel of DataBank are available 24x7 to monitor and resolve networking issues affecting DataBank customers. A ticketing system is utilized to manage system incidents, response, and resolution.

CONTROL OBJECTIVES AND RELATED CONTROLS

The DataBank control objectives and related controls are included in Section 4 of this report, “Control Descriptions, Related controls and Tests of Operating Effectiveness”, to eliminate the redundancy that would result from listing them in this section and repeating them in Section 4. Although the control objectives and related controls are included in Section 4, they are, nevertheless, an integral part of the service organization’s description of controls.

USER ENTITY CONTROL CONSIDERATIONS

The control activities at DataBank cover only a portion of the overall internal control for each user entity. It is not feasible for the control objectives related to the Data Center Services system to be solely achieved by DataBank. DataBank's controls over the systems and infrastructure supporting the Data Center Services system were designed with the assumption that certain controls would be in place and in operation at user entities. User entity internal controls must be evaluated, taking into consideration DataBank's controls and their own internal controls. DataBank does not represent any responsibility or provide any assurance in regards to the services that it provides in relation to any such internal control or regulatory requirements for which the customer must assess or comply.

This section describes some of the control considerations for user entities, or "complementary user entity controls", which should be in operation at user entities to complement the controls at the service organization. User auditors should determine whether user entities have established controls to ensure that control objectives within this report are met. The "complementary user entity controls" presented below should not be regarded as a comprehensive list of all controls that should be employed by user entities. There may be additional control objectives and related controls that would be appropriate for the processing of user transactions that are not identified in this report.

Control Considerations for User Entities

Physical Security

1. User entities are responsible for determining whether DataBank's security infrastructure is appropriate for its needs and for notifying DataBank of any requested modifications.
2. User entities are responsible for establishing and adhering to security procedures to prevent the unauthorized or unintentional use of information systems and infrastructure.
3. User entities are responsible for providing and maintaining a list of authorized personnel, vendors and contractors as well as changes to technical or administrative contact information.
4. User entities are responsible for notifying DataBank of on-site visits of vendors and contractors prior to their arrival at a data center.
5. User entities are responsible for notifying DataBank of terminated employees with access to the DataBank data centers within a timely manner.
6. User entities are responsible for ensuring their cabinets are locked and their equipment is secured prior to leaving the premises.

Network Monitoring

7. User entities are responsible for creating and communicating specific escalation procedures for problems with their services and for notifying DataBank of changes to their escalation procedures.

Customer Provisioning

8. User entities are responsible for providing and maintaining a list of authorized customer contacts with the ability to initiate changes to subscribed services.

SECTION 4:

**CONTROL DESCRIPTIONS, RELATED CONTROLS AND TESTS OF
OPERATING EFFECTIVENESS**

INFORMATION PROVIDED BY THE SERVICE AUDITOR

Introduction

This report is intended to provide user entities and user auditors with information about controls that may affect the Data Center Services system provided by DataBank and to provide information about the operating effectiveness of controls that were tested. This report, when combined with an understanding of the internal controls in place at user entities, is intended to assist the user auditor in planning the audit of the financial statements of user entities. It may be used in assessing control risk associated with user entity financial statement assertions that could be impacted by the Data Center Services system provided by DataBank.

The scope of our testing of DataBank's controls was limited to the control objectives and the related controls specified by DataBank and contained within Section 4 of this report, which management believes to be the relevant key controls for the objectives stated. Our review was not extended to controls in place at any user entities, sub-service organizations or any other third-party vendors.

The examination was performed in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No. 16 ("SSAE 16"), *"Reporting on controls at a Service Organization"*, as amended. It is each interested party's responsibility to evaluate this information in relation to controls in place at user entities to obtain an overall understanding of internal control and to assess control risk. Controls in place at user entities and DataBank's controls must be evaluated together. A general, but not inclusive, listing of control considerations is provided in Section 3, "User Entity Control Considerations." If an effectively operating user entity internal control is not in place, the controls at DataBank may not sufficiently compensate the deficiency.

Tests of Operating Effectiveness

Our tests of the operating effectiveness of the controls specified by DataBank included such tests as we considered necessary in the circumstances to obtain reasonable, but not absolute, assurance that the controls operated in a manner that achieved the specified control objectives during the period from June 1, 2014 to May 31, 2015. In selecting particular tests of the operating effectiveness of controls we considered 1) the nature of the controls being tested; 2) the types and completeness of available evidential matter; 3) the nature of the control objectives to be achieved; 4) the assessed level of control risk; 5) the expected efficiency and effectiveness of the test; and, 6) the testing of other controls relevant to the stated control objectives.

Testing exceptions, if any, and information about specific tests of the operating effectiveness performed that may be relevant to the interpretation of testing results by user entities or user auditors for the controls specified to achieve the stated objective are presented in this section under the column heading "Results of Testing". Exceptions identified herein are not necessarily considered significant deficiencies or material weaknesses in the total system of internal controls of DataBank, as this determination can only be made after consideration of controls in place at user entities. Control considerations that should be exercised by DataBank's customers in order to complement the controls of DataBank to attain the stated objectives are presented in relation to the nature of services being audited and the controls specified by DataBank.

Types of Tests Performed

The table below describes the nature of our audit procedures and tests performed to evaluate the operational effectiveness of the controls detailed in the matrices that follow:

Test Types	Description of Tests
Inquiry	Inquired of appropriate personnel seeking relevant information or representation to obtain the following information about the control: <ul style="list-style-type: none"> ➤ Knowledge and additional information regarding the policy or procedure; and ➤ Corroborating evidence of the policy or procedure.
Inspection	Inspected documents and records indicating performance of the control. This includes, but is not limited to, the following: <ul style="list-style-type: none"> ➤ Examination / Inspection of source documentation and authorizations to verify transactions processed; ➤ Examination / Inspection of documents or records for evidence of performance, such as existence of initials or signatures; ➤ Examination / Inspection of systems documentation, configurations and settings; and ➤ Examination / Inspection of procedural documentation such as operations manuals, flow charts and job descriptions.
Observation	Observed the implementation, application or existence of specific controls as represented.
Re-performance	Re-performed the control to verify the design and / or operation of the control activity as performed.

Sampling Methodology

The table below describes the sampling methodology utilized in our testing to evaluate the operational effectiveness of the controls detailed in the matrices that follow:

Type of Control and Frequency	Minimum Number of Items to Test (Period of Review Six Months or Less)	Minimum Number of Items to Test (Period of Review More than Six Months)
Manual control, many times per day	At least 25	At least 40
Manual control, daily (Note 1)	At least 25	At least 40
Manual control, weekly	At least 5	At least 10
Manual control, monthly	At least 3	At least 4
Manual control, quarterly	At least 2	At least 2
Manual control, annually	Test annually	Test annually
Application controls	Test one operation of each relevant aspect of each application control if supported by effective IT general controls; otherwise test at least 15	Test one operation of each application control if supported by effective IT general controls; otherwise test at least 25
IT general controls	Follow guidance above for manual and automated aspects of IT general controls	Follow guidance above for manual and automated aspects of IT general controls

Notes: 1.) Some controls might be performed frequently, but less than daily. For such controls, the sample size should be interpolated using the above guidance. Generally, for controls where the number of occurrences ranges from 50 to 250 during the year, our minimum sample size using the above table should be approximately 10% of the number of occurrences.

TESTING MATRICES

Physical Security			
Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.			
#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.1	Documented physical security policies and procedures are in place to guide employees' activities for granting, controlling, monitoring, and revoking physical access.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that documented physical security policies and procedures were in place to guide employees' activities for granting, controlling, monitoring, and revoking physical access.	No relevant exceptions noted.
		Inspected the DataBank Data Center Security Policy to verify that documented physical security policies and procedures were in place to guide employees' activities for granting, controlling, monitoring, and revoking physical access.	No relevant exceptions noted.
1.2	The data halls do not contain any exterior windows.	Inquired of the Provisioning Manager in Dallas, TX; the Director of Facilities in Richardson, TX; and a Sr. Technician in Edina, MN to verify that the data halls did not contain any exterior windows.	No relevant exceptions noted.
		Observed there were no exterior windows within the data halls at each location to verify that the data halls did not contain any exterior windows.	No relevant exceptions noted.
1.3	The entrances to the facilities containing the data halls are monitored and controlled by third-party security personnel.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the entrances to the facilities containing the data halls were monitored and controlled by third-party security personnel.	No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.4	Visitors, vendors, and contractors are required to: <ul style="list-style-type: none"> ➤ Present photo identification; ➤ Sign a visitor sign-in log including name, firm represented, onsite personnel authorizing access; and ➤ Wear a visitor's tag to gain access into the facilities. 	Observed the monitoring activities at each facility to verify that the entrances to the facilities containing the data halls were monitored and controlled by third-party security personnel. Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that visitors, vendors, and contractors were required to: <ul style="list-style-type: none"> ➤ Present photo identification; ➤ Sign a visitor sign-in log including name, firm represented, onsite personnel authorizing access; and ➤ Wear a visitor's tag to gain access into the facilities. Inspected the Visitor sign In Sheets at each location to verify that visitors, vendors, and contractors were required to: <ul style="list-style-type: none"> ➤ Present photo identification; ➤ Sign a visitor sign-in log including name, firm represented, onsite personnel authorizing access; and ➤ Wear a visitor's tag to gain access into the facilities. 	No relevant exceptions noted. No relevant exceptions noted. No relevant exceptions noted.
1.5	Visitors are required to be escorted by an authorized employee when accessing the facilities.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that visitors were required to be escorted by an authorized employee when accessing the facilities. Observed visitors at each location to verify that visitors were required to be escorted by an authorized employee when accessing the facilities.	No relevant exceptions noted. No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.6	A list of authorized customer contacts with the ability to initiate customer modifications to physical access privileges is maintained and reviewed when access requests are received from customers.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that a list of authorized customer contacts with the ability to initiate customer modifications to physical access privileges was maintained and reviewed when access requests were received from customers.</p> <p>Inspected the Authorized Customer Contact listings for a selected sample of new clients to verify that a list of authorized customer contacts with the ability to initiate customer modifications to physical access privileges was maintained and reviewed when access requests were received from customers.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.7	Requests for the modification of badge access privileges are made by management, or an authorized client requestor, utilizing a standardized access request form.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that requests for the modification of badge access privileges were made by management, or an authorized client requestor, utilizing a standardized access request form.</p> <p>Inspected Facility Access Request Forms for the selected sample of new clients to verify that requests for the modification of badge access privileges were made by management, or an authorized client requestor, utilizing a standardized access request form.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.8	Access to and throughout the facilities is controlled through the use of badge access systems	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that access to and throughout the facilities was controlled through the use of badge access systems.	No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.9	Access to the data halls is controlled via two-factor authentication systems that require an electronic badge and biometric scan.	<p>Inspected the badge access systems at each location to verify that access to and throughout the facilities was controlled through the use of badge access systems.</p> <p>Observed the access restrictions throughout each facility to verify that access to and throughout the facilities was controlled through the use of badge access systems.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that access to the data halls was controlled via two-factor authentication systems that required an electronic badge and biometric scan.</p> <p>Observed the requirement for two factor authentication for each data hall entrance at each facility to verify that access to the data halls was controlled via two-factor authentication systems that required an electronic badge and biometric scan.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.10	The doors to the facilities and data halls remain locked at all times.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the doors to the facilities and data halls remained locked at all times.</p> <p>Observed the doors at each facility to verify that the doors to the facilities and data halls remained locked at all times.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.11	The doors to the facilities and data halls are equipped with forced entry sensors and door alarm contact points.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the doors to the facilities and data halls were equipped with forced entry sensors and door alarm contact points.	No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.12	Electronic badges do not contain any markings identifying the data centers or their location.	Observed the forced entry sensors at each location to verify that the doors to the facilities and data halls were equipped with forced entry sensors and door alarm contact points.	No relevant exceptions noted.
		Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that electronic badges did not contain any markings identifying the data centers or their location.	No relevant exceptions noted.
		Observed a sample of access badges from each location to verify that electronic badges did not contain any markings identifying the data centers or their location.	No relevant exceptions noted.
1.13	Predefined physical security zones are utilized to assign role-based access to and throughout the data centers.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that predefined physical security zones were utilized to assign role-based access to and throughout the data centers.	No relevant exceptions noted.
		Inspected the badge access configurations at each location to verify that predefined physical security zones were utilized to assign role-based access to and throughout the data centers.	No relevant exceptions noted.
1.14	The ability to create, modify, and delete user badge access privileges is restricted to administrative user accounts accessible by security and facilities personnel only.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the ability to create, modify, and delete user badge access privileges was restricted to administrative user accounts accessible by security and facilities personnel only.	No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.15	The badge access system is configured to create and store access logs traceable to specific badge holders.	<p>Inspected the badge access system administrators listing for each facility to verify that the ability to create, modify, and delete user badge access privileges was restricted to administrative user accounts accessible by security and facilities personnel only.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the badge access system was configured to create and store access logs traceable to specific badge holders.</p> <p>Inspected the badge access system logs from each location to verify that the badge access system was configured to create and store access logs traceable to specific badge holders.</p> <p>Observed the badge access system log events while on site at each location to verify that the badge access system was configured to create and store access logs traceable to specific badge holders.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.16	Management notifies security personnel of employee terminations. Security personnel are required to revoke badge access privileges assigned to the terminated employee.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management notified security personnel of employee terminations. Security personnel were required to revoke badge access privileges assigned to the terminated employee.	No relevant exceptions noted.

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.17	Management notifies security personnel of customer employee requests for access removal. Security personnel are required to revoke badge access privileges assigned to the customers.	<p>Inspected the access removal notifications for the selected sample of terminated employees during the audit period to verify that management notified security personnel of employee terminations. Security personnel were required to revoke badge access privileges assigned to the terminated employee.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management notified security personnel of customer employee requests for access removal. Security personnel were required to revoke badge access privileges assigned to the customers.</p> <p>Inspected the access removal notifications for the selected sample of access removal requests during the audit period to verify that management notified security personnel of customer employee requests for access removal. Security personnel were required to revoke badge access privileges assigned to the customers.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.18	<p>Surveillance cameras are utilized to record data center activity and are located in the following areas out of the way of easy tampering:</p> <ul style="list-style-type: none"> ➤ Outside the office buildings; ➤ Entrance to the office buildings; ➤ Elevators to the DataBank facilities; and ➤ Entrance to the DataBank facilities. 	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that surveillance cameras were utilized to record data center activity and were located in the following areas, out of the way of easy tampering:</p> <ul style="list-style-type: none"> ➤ Outside the office buildings; ➤ Entrance to the office buildings; ➤ Elevators to the DataBank facilities; and ➤ Entrance to the DataBank facilities. <p>Observed the data centers at each location to verify that surveillance cameras were utilized to record data center activity and were located in the following areas, out of the way of easy tampering:</p> <ul style="list-style-type: none"> ➤ Outside the office buildings; ➤ Entrance to the office buildings; ➤ Elevators to the DataBank facilities; and ➤ Entrance to the DataBank facilities. 	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.19	<p>Surveillance video is retained for a minimum of 90 days.</p>	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that surveillance video was retained for a minimum of 90 days.</p> <p>Inspected the surveillance video systems at each location to verify that surveillance video was retained for a minimum of 90 days.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.20	Customer equipment is maintained in separated environments within the data centers and is secured via locked steel cages and / or cabinets depending on contract.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that customer equipment was maintained in separated environments within the data centers and was secured via locked steel cages and / or cabinets depending on contract.</p> <p>Observed the data halls at each location to verify that customer equipment was maintained in separated environments within the data centers and was secured via locked steel cages and / or cabinets depending on contract.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.21	Customer areas are not identified in any way to help ensure that the client's equipment is not easily distinguishable.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that customer areas were not identified in any way to help ensure that the client's equipment was not easily distinguishable.</p> <p>Observed the data halls at each location to verify that customer areas were not identified in any way to help ensure that the client's equipment was not easily distinguishable.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
1.22	Data hall walls are continuous from floor to ceiling.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the data hall walls were continuous from floor to ceiling.</p> <p>Observed the data hall walls at each location to verify that the data hall walls were continuous from floor to ceiling.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Physical Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that business premises and information systems are protected from unauthorized access, damage and interference.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
1.23	Delivery and loading docks are separated from the data halls. DataBank employees are required to be present within the delivery and loading dock areas to open the door and monitor access while the door remains open.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that delivery and loading docks were separated from the data halls. DataBank employees were required to be present within the delivery and loading dock areas to open the door and monitor access while the door remains open.</p> <p>Observed the separation of loading docks and data halls at each location to verify that delivery and loading docks were separated from the data center floors.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.1	Documented environmental security policies and procedures are in place to govern environmental security practices.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that documented environmental security policies and procedures were in place for each location to govern environmental security practices.</p> <p>Inspected the Emergency Procedures for each location to verify that documented environmental security policies and procedures were in place for each location to govern environmental security practices.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.2	<p>Data hall areas are equipped with the following fire detection and suppression systems:</p> <ul style="list-style-type: none"> ➤ Audible and visual fire alarms; ➤ Dry-pipe water sprinklers; ➤ Automated FM200 extinguisher system; (Edina, MN only) ➤ Hand-held fire extinguishers; and ➤ Fire and smoke detectors. 	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that data hall areas were equipped with the following fire detection and suppression systems:</p> <ul style="list-style-type: none"> ➤ Audible and visual fire alarms; ➤ Dry-pipe water sprinklers; ➤ Automated FM200 extinguisher system; (Edina, MN only) ➤ Hand-held fire extinguishers; and ➤ Fire and smoke detectors. <p>Observed the data centers at each location to verify that data hall areas were equipped with the following fire detection and suppression systems:</p> <ul style="list-style-type: none"> ➤ Audible and visual fire alarms; ➤ Dry-pipe water sprinklers; ➤ Automated FM200 extinguisher system; (Edina, MN only) ➤ Hand-held fire extinguishers; and ➤ Fire and smoke detectors. 	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.3	On an annual basis, Management contracts third-party vendors to complete fire detection and suppression equipment inspections.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management contracted third-party vendors to complete fire detection and suppression equipment inspections on an annual basis.</p> <p>Inspected the fire detection and suppression reports for each location to verify that management contracted third-party vendors to complete fire detection and suppression equipment inspections on an annual basis.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.4	Data hall areas are equipped with multiple dedicated air handling units.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that data hall areas were equipped with multiple dedicated air handling units.</p> <p>Observed the data centers to verify that data hall areas were equipped with multiple dedicated air handling units.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.5	For the Dallas and Richardson locations, the air handling units are supported by multiple cooling towers in a redundant configuration.	<p>Inquired of the Provisioning Manager in Dallas, TX; and Director of Facilities in Richardson, TX to verify that air handling units were supported by multiple cooling towers in a redundant configuration.</p> <p>Observed the air handling units for each location to verify that the air handling units were supported by multiple cooling towers in a redundant configuration.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.6	For the Dallas and Richardson locations, secure water tanks provide cooling towers with water in the event external supply lines are unavailable.	Inquired of the Provisioning Manager in Dallas, TX; and the Director of Facilities in Richardson, TX to verify that secure water tanks provide cooling towers with water in the event external supply lines are unavailable.	No relevant exceptions noted.

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.7	On an annual basis, Management contracts third-party vendors to complete inspections on the air handling units.	<p>Observed the cooling tower water tanks at the Dallas and Richardson facilities to verify that secure water tanks provide cooling towers with water in the event external supply lines are unavailable.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management contracted third-party vendors to complete inspections of the air handling units on an annual basis.</p> <p>Inspected the most recent air handling unit inspection reports and invoices for each location to verify that management retained the inspection reports completed by third-party vendors to evidence completion of the air handling units on an annual basis.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.8	Data hall areas are equipped with water detection devices to detect and mitigate the risk of water damage in the event of a flood or water leak.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that data hall areas were equipped with water detection devices to detect and mitigate the risk of water damage in the event of a flood or water leak.</p> <p>Observed the water detection devices to verify that data hall areas were equipped with water detection devices to detect and mitigate the risk of water damage in the event of a flood or water leak.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.9	Data hall areas are available with raised flooring and/or server racks to elevate equipment and help facilitate cooling.	<p>Inquired of the Facility Directors for each location to verify that data hall areas were available with raised flooring and/or server racks to elevate equipment and help facilitate cooling.</p> <p>Observed the data halls to verify that data hall areas were available with raised flooring and/or server racks to elevate equipment and help facilitate cooling.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.10	The data halls have redundant electrical utility feeds.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the data halls had redundant electrical utility feeds.</p> <p>Observed the data halls at each location to verify that the data centers had redundant electrical utility feeds.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.11	PDUs are in place to mitigate the risk of electrical power issues impacting the data center facility's infrastructure.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that PDUs were in place to mitigate the risk of electrical power issues impacting the data center facility's infrastructure.</p> <p>Observed the data centers at each location to verify that PDUs were in place to mitigate the risk of electrical power issues impacting the data center facility's infrastructure.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.12	Data center infrastructures are configured to be connected to redundant UPS systems.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that data center infrastructures were configured to be connected to redundant UPS systems.	No relevant exceptions noted.

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.13	On an annual basis, Management contracts third-party vendors to complete inspections of the UPS systems.	<p>Observed the data centers at each location to verify that data center infrastructures were configured to be connected to redundant UPS systems.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management contracted third-party vendors to complete inspections of the UPS systems on an annual basis.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.14	UPS breakers protect data center infrastructures from potential electrical issues during UPS system maintenance.	<p>Inspected the most recent UPS inspection reports for each location to verify that management contracted third-party vendors to complete inspections of the UPS systems on an annual basis.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that UPS breakers protected data center infrastructures from potential electrical issues during UPS system maintenance.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.15	The data centers are connected to multiple generators configured to provide electricity in the event of a power outage.	<p>Observed the UPS units at each location to verify that UPS breakers protected data center infrastructures from potential electrical issues during UPS system maintenance.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the data centers were connected to multiple generators configured to provide electricity in the event of a power outage.</p>	<p>No relevant exceptions noted.</p>

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.16	On an annual basis, Management contracts third-party vendors to complete load bank testing of the generators.	<p>Observed the data centers at each location to verify that the data centers were connected to multiple generators configured to provide electricity in the event of a power outage.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that management contracted third-party vendors to complete load bank testing of the generators on an annual basis.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
2.17	The data halls' floor tiles are grounded and covered with an anti-static covering to reduce the occurrence of electro-static buildup.	<p>Inspected the most recent load bank testing reports from each location to verify that management contracted third-party vendors to complete load bank testing of the generators on an annual basis.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the data halls' floor tiles were grounded and covered with an anti-static covering to reduce the occurrence of electro-static buildup.</p> <p>Observed the data halls at each location to verify that the data halls' floor tiles were grounded and covered with an anti-static covering to reduce the occurrence of electro-static buildup.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Environmental Security

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that relevant information technology infrastructure is protected from certain environmental threats.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
2.19	The environmental monitoring system is configured to notify security and data center personnel when predefined thresholds are exceeded on monitored devices.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that the environmental monitoring systems were configured to notify security and data center personnel when predefined thresholds were exceeded on monitored devices. Inspected example email alerts from the environmental monitoring systems of each location to verify that environmental monitoring systems were configured to notify security and data center personnel when predefined thresholds were exceeded on monitored devices.	No relevant exceptions noted. No relevant exceptions noted.

Customer Provisioning

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that new client environments are provisioned according to standardized methodologies and to mutually agreed upon criteria and contractual obligations.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
3.1	<p>Executed MSAs are maintained with customers to define the terms of services provided including, but not limited to, the following:</p> <ul style="list-style-type: none"> ➤ Nature, timing and extent of services provided; ➤ Roles and responsibilities; ➤ Service warranties; and ➤ Intellectual property and confidentiality requirements. 	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that MSAs were maintained with customers to define the terms of services provided including, but not limited to, the following:</p> <ul style="list-style-type: none"> ➤ Nature, timing and extent of services provided; ➤ Roles and responsibilities; ➤ Service warranties; and ➤ Intellectual property and confidentiality requirements. <p>Inspected MSAs for the selected sample of new customers to verify that MSAs were maintained with customers to define the terms of services provided including, but not limited to, the following:</p> <ul style="list-style-type: none"> ➤ Nature, timing and extent of services provided; ➤ Roles and responsibilities; ➤ Service warranties; and ➤ Intellectual property and confidentiality requirements. 	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
3.2	<p>SLAs are maintained for customers that define specific performance metrics and service level requirements.</p>	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that SLAs were maintained for customers that define specific performance metrics and service level requirements.</p> <p>Inspected the DataBank SLA and customer files for the selected sample of new customers to verify that SLAs were maintained for customers that define specific performance metrics and service level requirements.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Customer Provisioning

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that new client environments are provisioned according to standardized methodologies and to mutually agreed upon criteria and contractual obligations.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
3.3	Customers who purchase network services are required to sign an Acceptable Use Policy (AUP) that outlines the prohibited uses of network services.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that customers who purchased network services were required to sign an AUP that outlined the prohibited uses of network services.</p> <p>Inspected the DataBank AUP and customer files for the selected sample of new customers to verify that customers who purchased network services were required to sign an AUP that outlined the prohibited uses of network services.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
3.4	A completion letter and start of service notification are sent to customers upon installation of new services. The letter and notification include a description of services and contact information for reporting problems.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that a completion letter and start of service notification were sent to customers upon installation of a new service. The letter and notification included a description of services and contact information for reporting problems.</p> <p>Inspected Completion Notice / Start of Service Notifications for the selected sample of new clients and client changes during the audit period to verify that a completion letter and start of service notification were sent to customers upon installation of a new service. The letter and notification included a description of services and contact information for reporting problems.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
3.5	A Customer Information Guide is sent to customers upon installation of a new service.	Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that a Customer Information Guide was sent to customers upon installation of a new service.	No relevant exceptions noted.

Customer Provisioning

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that new client environments are provisioned according to standardized methodologies and to mutually agreed upon criteria and contractual obligations.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
3.6	A customer authorized requestor list is maintained for each customer that lists the authorized customer contacts with the ability to initiate changes to subscribed services.	Inspected a New Client Documents email for the sample of new clients to verify that a Customer Information Guide was sent to customers upon installation of a new service.	No relevant exceptions noted.
3.7	DataBank requires all customers to obtain comprehensive general liability insurance coverage.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that an authorized requestor list was maintained for each customer that listed the authorized customer contacts with the ability to initiate changes to subscribed services.</p> <p>Inspected the authorized requestor list for a sample of new customers to verify that an authorized requestor list was maintained for each customer that listed the authorized customer contacts with the ability to initiate changes to subscribed services.</p>	No relevant exceptions noted.
3.8	New client procedures are documented in a new client checklist to guide personnel during the new client process.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that DataBank required all customers to obtain comprehensive general liability insurance coverage.</p> <p>Inspected MSAs for the selected sample of new customers to verify that DataBank required customers to obtain comprehensive general liability insurance coverage.</p>	No relevant exceptions noted.

Customer Provisioning

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that new client environments are provisioned according to standardized methodologies and to mutually agreed upon criteria and contractual obligations.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
3.9	DataBank notifies clients of entry to client areas due to maintenance needs.	<p>Inspected the new client checklists for the selected sample of new clients to verify that new client procedures were documented in a new client checklist to guide personnel during the new client process.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that DataBank notified clients of entry to client areas due to maintenance needs.</p> <p>Inspected a sample of maintenance notifications from each facility to verify that DataBank notified clients of entry to client areas due to maintenance needs.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Network Monitoring

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that network service is monitored and problems are tracked, escalated, and resolved in accordance with service level agreements.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.1	<p>Documented incident response procedures are in place to guide personnel in monitoring, documenting, escalating and resolving problems affecting services provided. The procedures include defined severity levels, escalation procedures and response time requirements for service alerts.</p>	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that documented incident response procedures were in place to guide personnel in monitoring, documenting, escalating and resolving problems affecting services provided. The procedures included defined severity levels, escalation procedures and response time requirements for service alerts.</p> <p>Inspected the Incident Management Process to verify that documented incident response procedures were in place to guide personnel in monitoring, documenting, escalating and resolving problems affecting services provided. The procedures included defined severity levels, escalation procedures and response time requirements for service alerts.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
4.2	<p>Monitoring personnel are available on-site 24 hours a day at the Dallas, Texas and Richardson, Texas facilities. The Edina, Minnesota facility maintains personnel onsite during business hours with remote monitoring from another DataBank location for after hours. Edina personnel are on-call 24 hours per day for resolution of problem.</p>	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that monitoring personnel were available on-site 24 hours a day at the Dallas, Texas and Richardson, Texas facilities. The Edina, Minnesota facility maintained personnel onsite during business hours with remote monitoring provided by another DataBank location after hours. Edina personnel were on-call 24 hours per day for resolution of problem.</p>	<p>No relevant exceptions noted.</p>

Network Monitoring

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that network service is monitored and problems are tracked, escalated, and resolved in accordance with service level agreements.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.3	<p>Monitoring applications are utilized to monitor the following performance, availability, and controlled events for data center infrastructure:</p> <ul style="list-style-type: none"> ➤ Availability of the network, host services and ports; ➤ CPU and hard disk utilization; ➤ Temperature and cooling systems; and ➤ Power supply and voltage. 	<p>Inspected schedules and on-call schedules and the on-call rotation and monitoring tools to verify that monitoring personnel were available on-site 24 hours a day at the Dallas, Texas and Richardson, Texas facilities. The Edina, Minnesota facility maintained personnel onsite during business hours with remote monitoring provided by another DataBank location after hours. Edina personnel were on-call 24 hours per day for resolution of problem.</p> <p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that monitoring applications were utilized to monitor the following performance, availability, and controlled events for data center infrastructure:</p> <ul style="list-style-type: none"> ➤ Availability of the network, host services and ports; ➤ CPU and hard disk utilization; ➤ Temperature and cooling systems; and ➤ Power supply and voltage. <p>Inspected the monitoring applications and their configurations to verify that monitoring applications were utilized to monitor the following performance, availability, and controlled events for data center infrastructure:</p> <ul style="list-style-type: none"> ➤ Availability of the network, host services and ports; ➤ CPU and hard disk utilization; ➤ Temperature and cooling systems; and ➤ Power supply and voltage. 	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Network Monitoring

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that network service is monitored and problems are tracked, escalated, and resolved in accordance with service level agreements.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.4	In the event predefined thresholds are exceeded, monitoring applications are configured to generate automated onscreen and e-mail alert notifications.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that in the event predefined thresholds were exceeded, monitoring applications were configured to generate automated onscreen and e-mail alert notifications.</p> <p>Inspected examples of Nagios Alert Notifications to verify that in the event predefined thresholds were exceeded, monitoring applications were configured to generate automated onscreen and e-mail alert notifications.</p> <p>Observed the Nagios system and on screen alerts to verify that monitoring applications were configured to generate automated onscreen and e-mail alert notifications in the event predefined thresholds were exceeded.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>
4.5	Statistical reports are reviewed on a monthly basis to monitor and gauge the services provided against performance metrics and defined service levels.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that statistical reports were reviewed on a monthly basis to monitor and gauge the services provided against performance metrics and defined service levels.</p> <p>Inspected the recurring Operations Management Meeting calendar invite to verify that statistical reports were reviewed on a monthly basis to monitor and gauge the services provided against performance metrics and defined service levels.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>

Network Monitoring

Control Objective Specified by the Service Organization: Control activities provide reasonable assurance that network service is monitored and problems are tracked, escalated, and resolved in accordance with service level agreements.

#	Control Activity Specified by the Service Organization	Test Applied by the Service Auditor	Test Results
4.6	An incident ticketing system is utilized to document, prioritize, escalate and help resolve problems affecting services provided.	<p>Inquired of the Provisioning Manager in Dallas, TX; Director of Facilities in Richardson, TX; and Sr. Technician in Edina, MN to verify that an incident ticketing system was utilized to document, prioritize, escalate and help resolve problems affecting services provided.</p> <p>Observed the ticketing system to verify that an incident ticketing system was utilized to document, prioritize, escalate and help resolve problems affecting services provided.</p> <p>Inspected incident tickets for the selected sample of incidents during the audit period to verify that an incident ticketing system was utilized to document, prioritize, escalate and help resolve problems affecting services provided.</p>	<p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p> <p>No relevant exceptions noted.</p>



CUSTOMER PO:
 SALESPERSON: Scott Berry SBerry 300 (RMetcalf 126)

JOB NAME:
 DATE: 9/19/2016

SOLD TO:	Village of Westmont	ATTENTION:	Glen Liljeberg
ADDRESS:	31 West Quincy Street	PHONE:	630-981-6241 ext.
CITY, STATE ZIP:	Westmont, Illinois 60559	FAX:	
EMAIL:	gliljeberg@westmont.il.gov	OTHER:	

SHIP TO:	Village of Westmont	ATTENTION:	Glen Liljeberg
ADDRESS:	31 West Quincy Street	PHONE:	630-981-6241 ext.
CITY, STATE ZIP:	Westmont, Illinois 60559	FAX:	
EMAIL:	gliljeberg@westmont.il.gov	OTHER:	

****SYSTEM DESCRIPTION****

vDix LABOR Solution, 220 Employees, 30 Manager Supervisors, Data Bridge Interface With 4 Links (Import Employees, Accruals, Schedules, Export Hours to Harris), Employee Self Service App, Accruals Module, vDix NOTIFY With 10 Standard Notifications, vDix SCHEDULER With 2 Training Tracks, 7 vDix LABOR Maximus Proximity Reader Badge Clock Terminals With PoE (Power Over Ethernet), PIT (Programming, Implementation, & Training)

TERMS OF SALE: 60 Month Rental Payment (ACH) After One Time Fee(s)
Pricing is guaranteed for the Term of the Agreement (no increases)

Card # _____
 Exp. _____ Security Code _____

ITEM PART#	DESCRIPTION	TOTAL EXT.
1	Cloud Services Summary:	
2	Estimated Monthly Recurring Fee Subtotal	\$2,201.75
3	One Time Setup Fee Subtotal	\$13,795.00
4	Estimated Monthly Recurring Fee	
5	CLD_USERS vDix Manager Access, 15 Manager Licenses	
6	CLD_ADDUSER vDix Manager Access, 15 Additional Manager Licenses	
7	CLD_LBR vDix LABOR Cloud, 220 Employees	
8	CLD_LBR-APP vDix LABOR App, 220 Employees	
9	CLD_LBR-ACR vDix Accruals Cloud, 220 Employees, 2 Policies	
10	CLD_LBR-PTS vDix Points Cloud, 220 Employees, 2 Policies	
11	CLD_LBR-QLF vDix Qualifications Cloud, 220 Employees, 2 Policies	
12	CLD_MXS2000/05 vDix Labor Terminal Config A	
13	CLD_MXS-POE/K03 7 MAX Terminal, Proximity Reader	
14	CLD_BRIDGE 7 Power Over Ethernet Kits	
15	CLD_BRIDGE vDix Data Bridge Cloud, 220 Employees, 4 Links	
16	CLD_VSR vDix SCHEDULER Cloud, 220 Employees	
17	CLD_VSR-APP vDix SCHEDULER App, 220 Employees	
18	CLD_NFS vDix NOTIFY Cloud, 10 Standard Notifications, 220 Employees	
19	Estimated Monthly Recurring Fee Subtotal	\$2,201.75
20	One Time Setup Fee	
21	CLD_LBR-PIT PIT for vDix LABOR Cloud, 220 Employees	
22	CLD_LBR-APP-PIT PIT for vDix Labor App	
23	CLD_LBR-ACR2-250-PIT PIT for 2 vDix Accruals Policies	
24	CLD_LBR-PTS2-250-PIT PIT for 2 vDix Points Policies	
25	CLD_LBR-QLF2-250-PIT PIT for 2 vDix Qualifications Policies	
26	TERM-PIT PIT for 7 Terminal	
27	CLD_BRIDGE-PIT PIT for vDix Data Bridge Cloud, 220 Employees, 4 Links	
28	CLD_VSR-PIT PIT for vDix SCHEDULER Cloud, 220 Employees	
29	CLD_VSR-TT 2 Training Tracks for vDix SCHEDULER Cloud	

Continued on Page 2

CUSTOMER PO:
 SALESPERSON: SBerry 300 (RMetcalf 126)

JOB NAME:
 DATE: 9/19/2016

SOLD TO: Village of Westmont
 ADDRESS: 31 West Quincy Street
 CITY, STATE ZIP: Westmont, Illinois 60559
 EMAIL: gliljeberg@westmont.il.gov

ATTENTION: Glen Liljeberg
 PHONE: 630-981-6241 ext.
 FAX:
 OTHER:

SHIP TO: Village of Westmont
 ADDRESS: 31 West Quincy Street
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 EMAIL: gliljeberg@westmont.il.gov

ATTENTION: Glen Liljeberg
 PHONE: 630-981-6241 ext.
 FAX:
 OTHER:

****SYSTEM DESCRIPTION****

viDix LABOR Solution, 220 Employees, 30 Manager Supervisors, Data Bridge Interface With 4 Links (Import Employees, Accruals, Schedules, Export Hours to Harris), Employee Self Service App, Accruals Module, viDix NOTIFY With 10 Standard Notifications, viDix SCHEDULER With 2 Training Tracks, 7 viDix LABOR Maximus Proximity Reader Badge Clock Terminals With PoE (Power Over Ethernet), PIT (Programming, Implementation, & Training)

PAYMENT METHOD:

TERMS OF SALE: 60 Month Rental Payment (ACH) After One Time Fee(s)
Pricing is guaranteed for the Term of the Agreement (no increases)

ITEM	PART#	DESCRIPTION	TOTAL EXT.
30	CLD_NFS-PIT	viDix NOTIFY Cloud, 220 Employees Implementation Services	
31		One Time Setup Fee Subtotal	\$13,795.00

	\$15,996.75
EST. SALES TX	plus tax
EST. FREIGHT	plus shipping
TOTAL	\$15,996.75
DEPOSIT	\$15,996.75
BALANCE	0.00

The attached proposal is valid for thirty (30) Days. After thirty (30) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions on Page 3. IDENTATRONICS will commence final connections, check-out, certification, and training upon receipt of 90% of the total order will apply on any past due amounts at a rate of 1.5% *18% APR or \$25.00 whichever is greater.

IDENTATRONICS CORPORATE APPROVAL:

BY (X): _____
 TITLE: _____
 DATE: _____

CUSTOMER:

BY (X): _____
 TITLE: _____
 DATE: _____

Please Remit Checks to: IDENTATRONICS
 c/o BAN-KOE COMPANIES
 9100 WEST BLOOMINGTON FREEWAY
 BLOOMINGTON, MN 55431

1. All orders are subject to the approval of Identatronics (hereinafter "Identatronics") corporate office in Minneapolis, Minnesota, and are non-cancelable. The Terms and Conditions of this Sales Agreement ("Agreement") shall prevail notwithstanding any variance with the Terms and Conditions of any purchase order or other document submitted by Customer. Customer may continue to purchase products from Identatronics from time to time, in which case the Terms and Conditions of this Agreement shall govern all future sales between the parties.
 2. Terms are net cash. Bills are due when rendered. A 1 1/2% per month service charge is added to all amounts not paid within thirty (30) days of shipping date. Customer is responsible for any sales or similar taxes, however designated, levied or based on the sale price of the product or service sold, or its use (including state and local privilege or excise taxes), unless it provides Identatronics with an exemption certificate. If full payment is not made within ninety (90) days (See Rental terms below, if Customer Sales Agreement is a Rental) of the shipping date, Customer is responsible for all expenses, including legal fees, incurred by Identatronics with regard to collection. Delivery is F.O.B. point of shipment. Risk of loss or damage is passed to Customer upon shipment. Identatronics reserves the right to refuse shipment to a Customer who has an unacceptable outstanding balance overdue with Identatronics; and/or to stop work on a project until payment is made.
 3. Identatronics shall not be liable for delays in delivery due to causes beyond its control. No omission or delay by Identatronics at any time in enforcement of its rights hereunder shall be a waiver of such rights, nor shall it affect the right of Identatronics to enforce such rights thereafter. Customer agrees that if it delays the installation, if any, to focus on another project or to work on an internal issue, or if it delays the installation for any other reason, final payment under the terms of this Agreement is due and payable in full within three (3) weeks of the request for such a delay.
 4. Identatronics warrants that all products shall be free from defects in material and workmanship for a period of ninety (90) days from the shipment date. This warranty is extended to the original end-user purchaser only, and is subject to all the conditions and limitations set forth by the original equipment manufacturer. The above warranty shall not apply to any products or parts thereof in the event of: Damages, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress or from causes other than those relating to normal and intended use. Failure of an end-user to provide and maintain a suitable installation environment. Malfunction resulting from the use of timecards, badges or supplies not approved by Identatronics or the original equipment manufacturer. Specifically excluded from this warranty are inking rollers, ribbons, light bulbs, fuses and other expendable items of like use.
- EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO ANY ITEMS OR SERVICES FURNISHED HEREUNDER. IDENTATRONICS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Repairs or replacements under this warranty may be made only by Identatronics or the manufacturer, and will be made during business hours only after Identatronics is notified of a problem during the warranty period and determines that it results from defective material or workmanship under this warranty. Repair and/or replacement are the exclusive remedies for defective products.
 6. Customer understands that the Agreement may include an estimate of professional services hours that will be used for planning meetings, software configuration (on or off site), documenting surveys, testing parameter setup, etc. These professional services hours are a good faith estimate only, based upon Identatronics's historical implementation data. Customer agrees that if it uses all the estimated hours and the project is not yet completed, it will have the option to purchase additional hours to complete the project at the agreed upon hourly rate charged by Identatronics. Identatronics will inform Customer of the progress of the Project as the estimated hours are used. Additionally, if the Identatronics Project Manager identifies that Customer is requesting services that are "out of scope" or services that were not included in the hourly estimate, the Identatronics Project Manager will bring this to Customer's Project Manager's attention at that time. If the requested services are "out of scope" and Customer agrees to proceed with such services, Customer agrees that it will pay for the additional tasks at the agreed upon hourly rate charged by Identatronics for such service.
 7. If this Agreement includes professional services hours, the following applies: During the term and for a two (2) -year period following expiration or termination of this Agreement: Customer agrees for itself and for its affiliates not to (i) solicit for employment (directly or indirectly) any employee of Identatronics or (ii) solicit for employment any former employee of Identatronics within one (1) year of the former employee's termination from Identatronics. "Employment" is defined to include, but is not limited to, permanent, temporary, full-time and part-time work for the employer, as well as the employer's hiring of the employee as an independent contractor or consultant, or the employer's use of a third party such as an employment agency to obtain the employee's services.
 8. Excess hardware may be returned only with Identatronics's written consent. Prevailing restocking & handling charges will be applied on returns, in addition to any transportation & freight costs. All goods must be returned in saleable condition or additional charges will be applied. Returns will not be honored unless covered by a signed credit memorandum. Return of software is governed by the software license agreement.
- IN NO EVENT SHALL IDENTATRONICS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL IDENTATRONICS'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT PROVIDED UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY WILL SURVIVE EVEN IF ANY OTHER PORTION OF THIS AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE UNDER ANY STATUTE, REGULATION, ORDINANCE, EXECUTIVE ORDER, OR OTHER RULE OF LAW.
9. This Agreement, combined with any applicable license agreements constitutes the entire Agreement between Identatronics and Customer for hardware and software (excluding technical service programs "TSPs"). This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to this Agreement's subject matter. This Agreement may be amended only in writing signed by both parties.
 10. No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has arisen, except that an action for non-payment may be brought by Identatronics within two (2) years after Customer's last payment.
 11. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators shall apply Minnesota substantive law to the proceeding (without regard to the choice of law provisions of any jurisdiction) except to the extent federal law would apply to any claim. Any arbitration proceeding under this Agreement shall be conducted in Minneapolis, Minnesota. Either party also may, without waiving any remedy under this Agreement, seek from any court in Minnesota having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal, or pending the arbitral tribunal's determination of the merits of the controversy. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.
 12. Customer agrees and is contracting for the minimum term (number of monthly payments - term) listed on the Sales Agreement (page 1). If the customer ceases to use the system any time during that term, Customer agrees to continue to make monthly payments until term is satisfied OR make one final payment of monthly payment times the number of months left in the term.
 13. Under a Rental Agreement all equipment, software, remains the property of Identatronics. Any damage or loss due to vandalism, Acts of God (flood, fire, etc.), theft, or intentional misuse is the responsibility of the Customer and/or Customer's insurance company. It is the Customer's responsibility to insure the equipment and/or take responsibility for any replacement costs due to such incidents.
 14. In the case of (Customer) company sale, acquisition, or merger Customer agrees to notify Identatronics, protect Identatronics property for proper and timely return to Identatronics, and/or be responsible for the replacement costs and satisfaction of payment obligation.

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS (DEBIT)

DATE Monday, September 19, 2016

BUSINESS NAME Village of Westmont

ADDRESS 31 West Quincy Street

Westmont, Illinois 60559

I (we) hereby authorize Identatronics to initiate debit entries to my (our) checking account indicated below and the financial institution (bank, savings & loan, or credit union) named below, hereinafter called FI, to debit the same to such account.

INVOICES FOR ALL SERVICES RENDERED WILL BE DIRECT DEBITED FROM THIS DESIGNATED ACCOUNT.

FINANCIAL INSTITUTION

BANK NAME _____

ADDRESS _____

FI TRANSIT/ABA # _____

ACCOUNT # _____

** Note to customer: Please attach a voided check or deposit slip to verify all information. Identatronics will complete missing items from either document. This authority is to remain in effect until FI has received

This authority is to remain in effect until FI has received written notification from me (or authorized person(s) of its termination within 72 hours. I (we) have the right to stop payment of a debit entry by notification to FI prior to charging account. After account has been charged, I (we) have the right to have the amount of an erroneous debit immediately credit to my (our) account by FI up to 15 days following issuance of my (our) FI statement or 45 days after posting, whichever occurs first. This signed original must be returned.

NAME(S) _____

SIGNATURE(S) _____

DATE 09/19/16

CLIENT # _____

SALES PERSON SBerry 300 (RMetcalf 126)



PACE Scheduler Privacy Policy

Last updated: August 1st, 2016.

We recognize that your privacy is very important and take it seriously. This Privacy Policy describes PACE Scheduler's policies and procedures on the collection, use and disclosure of your information when you use the PACE Scheduler Service, via the PACE Scheduler website, your mobile phone, or through one of PACE Scheduler's applications for mobile devices. We will not use or share your information with anyone except as described in this Privacy Policy. This Privacy Policy does not apply to information we collect by other means (including offline) or from other sources. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Service.

Information Collection and Use

PACE Scheduler uses information we collect to analyze how the Service is used, diagnose service or technical problems, maintain security, personalize content, remember information to help you efficiently access your account, monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns, and track User Content and users as necessary to comply with the Digital Millennium Copyright Act and other applicable laws.

User-Provided Information: You provide us information about yourself, such as your name and e-mail address, if you register for a member account with the Service. We will not display your email address publicly. Your name and other information you choose to add to your profile will be available for public viewing on the Service. We may use your email address to send you Service-related notices (including any notices required by law, in lieu of communication by postal mail). You can control receipt of certain Service-related messages on your Settings page. We may also use your contact information to send you marketing email messages. If you do not want to receive such messages, you may opt out by following the instructions in the message. If you correspond with us by email, we may retain the content of your email messages, your email address and our responses.

You also provide us information in User Content you post to the Service. Your questions, answers, and other contributions on the Service, and metadata about them (such as when you posted them), are publicly viewable on the Service, along with your name (unless the Service permits you to post anonymously). This information may be searched by search engines and be republished elsewhere on the Web in accordance with our Terms of Service.

Information Collected Automatically: When you use the Service, we use persistent and session cookies and other tracking technologies to: (a) store your username and password; (b) analyze the usage of the Service; (c) customize the Service to your preferences; and (d) control the advertising displayed by the Service. A persistent cookie remains on your computer after you close your browser so that it can be used by your browser on subsequent visits to the Service. Persistent cookies can be removed by following your web browser's directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Service may not function properly if the ability to accept cookies is disabled.



We may also use other Internet technologies, log files, clear GIFs, Flash technologies, and other similar technologies, to deliver or communicate with cookies and track your use of the Service. We also may include clear GIFs in HTML-based emails sent to our users to determine whether the message has been opened. As we adopt additional technology, we may also gather additional information through other methods.

We use these automated technologies to collect and analyze certain types of information we consider to be non-personal information, including: (a) information related to the devices you use to access or interact with the Service, such as: IP addresses, geolocation information, unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language; and (b) information related to the ways in which you interact with the Service, such as: referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Service, and other similar information. We may also capture other data, such as search criteria and results.

We may collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Service), and may use that information to customize the Service with location-based information and features. If you access the Service through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this.

PACE Scheduler may allow third parties to serve advertisements on the Service and use other third parties to help us collect and analyze information about your use of the service, generate aggregate site usage statistics and provide content sharing services to support the Service. These third parties may also use cookies and similar technologies to collect similar non-personal information about your use of the Service. PACE Scheduler does not control the third parties' use of such technologies and their use is governed by those parties' privacy policies. For more information about third-party ad networks that use these technologies, and to opt-out of their collection of information, see http://www.networkadvertising.org/managing/opt_out.asp.

How We Share Your Information

Personally Identifiable Information: PACE Scheduler may share your personally identifiable information with third parties for the purpose of providing the Service to you or with third parties offering combined services with PACE Scheduler. If we do this, such third parties' use of your information will be bound by this Privacy Policy. We may store personal information in locations outside the direct control of PACE Scheduler (for instance, on servers or databases co-located with hosting providers).

As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer or assign such information in the course of corporate divestitures, mergers, or dissolution.

We may share or disclose your information with your consent, such as if you choose to sign on to the Service through a third-party service. We cannot control third parties' use of your information.



PACE Scheduler may disclose your personal information if required to do so by law or subpoena or if we believe that it is reasonably necessary to comply with a law, regulation or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect PACE Scheduler's rights or property.

Non-Personally Identifiable Information: We may aggregate and/or anonymize information collected through the Service so that the information does not identify you. We may use aggregated, anonymized, and other non-personally identifiable information for any purpose, including for research and marketing purposes, and our use and disclosure of such information is not subject to any restrictions under this Privacy Policy.

PACE Scheduler may allow third-party ad servers or ad networks to serve advertisements on the Service. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on PACE Scheduler. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or web beacons) to measure the effectiveness of their advertisements and to personalize the advertising content. PACE Scheduler does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent. However, please note that if an advertiser asks PACE Scheduler to show an advertisement to a certain audience and you respond to that advertisement, the advertiser or ad server may conclude that you fit the description of the audience they are trying to reach. The PACE Scheduler Privacy Policy does not apply to, and we cannot control the activities of, third-party advertisers. Please consult the respective privacy policies of such advertisers for more information.

How We Protect Your Information

PACE Scheduler uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to PACE Scheduler or guarantee that your information on the Service may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

In the event that personal information is compromised as a result of a breach of security, PACE Scheduler will promptly notify those persons whose personal information has been compromised, in accordance with the notification procedures set forth in this Privacy Policy, or as otherwise required by applicable law.

Your Choices About Your Information

You may, of course, decline to submit personally identifiable information through the Service, in which case PACE Scheduler may not be able to provide certain services to you. You may update or correct your account information and email preferences at any time by logging in to your account.

Children's Privacy

Protecting the privacy of young children is especially important. PACE Scheduler does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register with the Service. If we become aware that we have collected personal information from a child under age 13 without verification of parental consent, we take steps to remove that information.



Links to Other Web Sites

We are not responsible for the practices employed by websites linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

Changes to Our Privacy Policy

If we change our privacy policies and procedures, we will post those changes on this page to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page.

If you have any questions about our practices or this privacy policy, please contact us at contact@pacescheduler.com, or send mail to:

PACE Scheduler
Attn: Privacy
2040 Corporate Lane
Naperville, IL 60563



Pace Scheduler Security

The Pace Scheduler is a cloud based software solution which therefore poses no risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers. All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.



Pace Scheduler
scheduling, simplified

SOLUTIONS since 1983



PACE Scheduler Terms & Conditions

Last updated: August 1st, 2016.

These Terms of Service ("Terms") govern your access to and use of the services, websites, and applications offered by PACE Scheduler (the "Service"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

Use of the Service

You may use the Service only if you can form a binding contract with PACE Scheduler, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. You must provide us accurate information, including your real name, when you create your account on PACE Scheduler.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (that use a combination of upper and lower case letters, numbers and symbols) with your account. PACE Scheduler will not be liable for any loss or damage arising from your failure to comply with this instruction.

User Content

"Content" means any information, text, graphics, or other materials uploaded, downloaded or appearing on the Service. You retain ownership of all Content you submit, post, display, or otherwise make available on the Service.

Your License to PACE Scheduler

By submitting, posting or displaying Content on or through the Service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for other users of the Service to modify your Content, and for PACE Scheduler to make your Content available to others for the publication, distribution, syndication, or broadcast of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by PACE Scheduler or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Service.



We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

Additionally, by uploading content to the site, you warrant, represent and agree that you have the right to grant PACE Scheduler the license described above. You also represent, warrant and agree that you have not and will not contribute any Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party, (b) reveals any trade secret, unless the trade secret belongs to you or you have the owner's permission to disclose it, (c) infringes any intellectual property right of another or the privacy or publicity rights of another, (d) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (e) creates an impression that you know is incorrect, misleading, or deceptive, including by impersonating others or otherwise misrepresenting your affiliation with a person or entity; (f) contains other people's private or personally identifiable information without their express authorization and permission, and/or (g) contains or links to a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information. PACE Scheduler reserves the right in its discretion to remove any Content from the Site, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law.

PACE Scheduler's Licenses to You

Subject to these Terms, PACE Scheduler gives you a worldwide, royalty-free, non-assignable and non-exclusive license to re-post any of the Content accessible from your PACE Scheduler account anywhere on the rest of the web provided that the user who created the content has not explicitly marked the content as not for reproduction, and provided that you: upon request, either by PACE Scheduler or by a user who contributed to the Content, make a reasonable attempt to delete Content that has been deleted or marked as not for reproduction on pacescheduler.com.

You may only use the attribution required by this Section in the manner set out above. In exercising these rights, you may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by PACE Scheduler, or any PACE Scheduler user of you or your use of the work, without the separate, express prior written permission of PACE Scheduler or the PACE Scheduler user.

If you operate a search engine or robot, or you republish a significant fraction of all PACE Scheduler Content accessible from your account (as we may determine in our reasonable discretion), you must additionally follow these rules:

You must use a descriptive user agent header.

You must follow robots.txt at all times.

You must make it clear how to contact you, either in your user agent string, or on your website if you have one. Subject to these Terms, PACE Scheduler gives you a personal, worldwide, royalty-free, revocable, non-assignable and non-exclusive license to use the Service as it is provided to you by PACE Scheduler.

All Content, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Service. Any use of or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or



guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. Under no circumstances will PACE Scheduler be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Service or broadcast elsewhere.

You are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third party partners. You understand that your Content may be republished by users who have permissions to access or moderate your content, and if you do not have the right to submit Content for such use, it may subject you to liability. PACE Scheduler will not be responsible or liable for any use of your Content by PACE Scheduler in accordance with these Terms.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Service and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of PACE Scheduler, its users and the public.

Rules

You must not do any of the following while accessing or using the Service: (i) use the Service for any unlawful purposes or for promotion of illegal activities; (ii) upload or post any Content (as defined above) in violation of the provisions contained in the "Your License to PACE Scheduler" section of these terms; (iii) use the Service for the purpose of spamming anyone; (iv) access or tamper with non-public areas of the Service, PACE Scheduler's computer systems, or the technical delivery systems of PACE Scheduler's providers; (v) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (vi) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through the currently available, published interfaces that are provided by PACE Scheduler (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with PACE Scheduler (crawling the Service is permissible in accordance with these Terms, but scraping the Service without the prior consent of PACE Scheduler except as permitted by these Terms is expressly prohibited); (vii) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (viii) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service.

We may make available one or more APIs for interacting with the Service. Your use of any PACE Scheduler API is subject to these terms and the PACE Scheduler API Rules, which will be posted before we make these APIs available (as part of these Terms).



Proprietary Rights

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of PACE Scheduler and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly provided herein, nothing in the Terms gives you a right to use the PACE Scheduler name or any of the PACE Scheduler trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

The Service may include advertisements, which may be targeted to the Content or information on the Service, queries made through the Service, or other information. The types and extent of advertising by PACE Scheduler on the Service are subject to change. In consideration for PACE Scheduler granting you access to and use of the Service, you agree that PACE Scheduler and its third party providers and partners may place such advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others.

Copyright Policy

PACE Scheduler respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent for notice of alleged copyright infringement or other legal notices regarding Content appearing on the Service is:

PACE Scheduler, Inc.
Attn: Copyright Agent
2040 Corporate Lane
Naperville, IL 60563
Email: contact@pacescheduler.com

Please note that in addition to being forwarded to the person who provided the allegedly illegal content, we may send a copy of your notice (with your personal information removed) to Lumen (<https://www.lumendatabase.org/>) for publication and/or annotation. A link to your published notice will be displayed on PACE Scheduler in place of the removed content.



We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, PACE Scheduler will also terminate a user's account if the user is determined to be a repeat infringer.

Privacy

PACE Scheduler values your privacy. Please review our Privacy Policy to learn more about how we collect and use information about you via the Service. By using the Service you consent to the transfer of your information to the United States and/or other countries for storage, processing and use by PACE Scheduler.

Links

The Service may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by PACE Scheduler of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Disclaimers; Indemnity

Your access to and use of the Service or any Content is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, PACE Scheduler AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. PACE Scheduler will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service, or any Content. You also agree that PACE Scheduler has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from PACE Scheduler or through the Service, will create any warranty not expressly made herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PACE SCHEDULER AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PACE



SCHEDULER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

If anyone brings a claim against us related to your actions or Content on the Service, or actions or Content by or from someone using your account, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

General Terms

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under these Terms where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

These Terms are the entire and exclusive agreement between PACE Scheduler and you regarding the Service (excluding any services for which you have a separate agreement with PACE Scheduler that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between PACE Scheduler and you regarding the Service.

The failure of PACE Scheduler to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

We may revise these Terms from time to time. The most current version will always be on this page (or such other page as the Service may indicate). If the revision, in our sole discretion, is material we will notify you via posting to our website or e-mail to the email associated with your account. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised Terms.

The Service is operated and provided by PACE Scheduler, Inc., 2040 Corporate Lane, Naperville IL 60563. If you have questions about these Terms, please contact us at contact@pacescheduler.com.



PACE Scheduler Uptime & Availability

Last updated: August 1st, 2016.

The PACE Scheduler application is hosted on Amazon Web Services servers, which guarantee a 99.95% uptime. The possible exceptions to this uptime are scheduled maintenance and new feature releases.

Uptime Analytics

So far, we've kept a 99.99% uptime over the last year, while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When we release new functionality, update existing features, or need to bring the website down for maintenance, we try to schedule these outages between 11PM and 5:30AM to avoid possible issues you may encounter during the day in the scenario where the website is down.



Pace Scheduler
scheduling, simplified

SOLUTIONS since 1983



November 29, 2016

Pace Scheduler Quotation #WES11292016

Westmont Fire Department

ATTN: Deputy Chief James Connolly

6015 S Cass Ave.

Westmont, IL 60559

Pace Systems is pleased to provide this quotation for the Pace Scheduler Software. The software was designed to minimize both scheduling time and errors, while at the same time providing a software that is simple to use and manage. Since the software resides online, users and administrators will have access from anywhere there is a device with an active internet connection (PC, Laptop, Tablet, Smartphone, etc.)

Some of the beneficial features of the software are:

Feature	Benefit
Cloud based	Accessible anywhere and no Impact on IT resources
Audit Trail of all requests, approvals and denials	Reports at your fingertips for evaluations and verifications
Fire Fighters can submit times available on-line	Eliminate paperwork, capture electronically
Totally Configurable to meet your needs	Name assignments or details to fit your departments terms
Multiple Level Approval, real time	Email notification to multiple Supervisors
Notify of late arrival or request hold over	Approve or deny and record immediately
Manage OT to multiple budgets	Ability to assignee OT to different budgets
Manage Trading Shifts	Quick, simple, approved and recorded
Reporting customizable and detailed	Supplement your current payroll backup calculations
Request partial shift off	Ability to request time off mid-shift
Identify Future Staffing Deficits	Better forecasting for holidays and events
Email and Text Notifications	Quickly send messages for meetings, open-shift requests and announcements
On-line Automated day-off request	Increase efficiency and ease of use for users and administrators
Average man hours saved per month 22	ROI is clear plus increase accuracy and efficiency

Pace Systems will provide the Pace Scheduling software for an annual fee of: **\$3,600.00 per year for up to 100 users.**

One Time charge for the following option:

Assigning shifts in waves - Improvement to the schedule generator to assign shifts in waves by seniority order.

Delivery date: March 15, 2017

Cost: \$3,000

* Pricing includes hosting, site setup with client data, all updates, fixes, support, training, and any new features that may be added throughout the year that are not qualified new modules.



Agreement

Customer Signature

Pace Systems Signature

Title

Title

Date

Date

Customer PO #

Submitted By:
Steve Mancione
630-395-2191

CC: Mark Liu
CC: Frank Provenzano