



## Village Board Meeting April 23, 2020

### Electronic Attendance Only - 6:00 p.m.

*Note: This meeting will be held remotely. The meeting will be streaming live on the Village's youtube channel:*

*<https://www.youtube.com/VillageofWestmont> Members of the community can participate in the meeting by submitting comments / questions by filling out the online public comment form by visiting*

*<https://westmont.illinois.gov/meetinginfo> or by calling (630) 981-6195. If you are calling in a comment please do so 2 hours prior to the meeting time.*

*If there are questions on how to submit a form please email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)*

#### 1. Call To Order

#### 2. Roll Call

#### 3. Pledge Of Allegiance

#### 4. Open Forum

Citizens can submit public comments by filling out an online form or by phone call.

- The Online Public Comment Form can be found by visiting [HTTPS://WESTMONT.ILLINOIS.GOV/MEETINGINFO](https://westmont.illinois.gov/meetinginfo). A link to the form will be found here.
- By phone: Call 630-981-6195 and leave your full name, address, and comment. Comments made by phone must be submitted 2 hours prior to the Village Board Meeting.
- If there are any questions on how to make public comments, email [clerk@westmont.il.gov](mailto:clerk@westmont.il.gov)

**Background of  
Subject Matter**

\*

**Type**

Discussion Only

#### 5. Reports

##### a. Board Reports

- Mayor
- Clerk
- Trustees

**Background Of  
Subject Matter**

\*

**Type**

Discussion Only

#### 6. Items To Be Removed From Consent Agenda

## 7. Consent Agenda (Omnibus Vote)

### a. Village Board Minutes

#### i. Board Meeting Minutes

Board to consider approving the following Village Board Minutes:

- Village Board Meeting held April 9, 2020
- Special Meeting: Budget Meeting held April 16, 2020

*Background Of Subject Matter* Required Parliamentary Procedure.

*Type* Motion

*Documents:*

[2020-04-09 VILLAGE BOARD MEETING MINUTES \(1\).PDF](#)

[2020-04-16 SPECIAL VILLAGE BOARD MEETING VILLAGE OF WESTMONT BUDGET MEETING \(1\).PDF](#)

### b. Finance Ordinance

#### i. Finance Ordinance #23

Total to be announced at the meeting.

*Background Of Subject Matter* \*

*Type* Motion

### c. Purchase Orders

#### i. PO 20202776

Emergency Telephone System Board \$79,050.00

*Background Of Subject Matter* Fire Station Alerting System

*Type* Purchase Order

*Budgeted* Yes

*Documents:*

[20202776.PDF](#)

### d. Total Of Purchase Orders And Finance Ordinance

Total to be announced at the meeting.

*Background Of Subject Matter* \*

*Type* Motion

### e. Arbor Day Proclamation

Board to consider a proclamation to declare April 24, 2020 as Arbor Day in the Village of Westmont.

**Background Of Subject Matter** \*

**Type** Proclamation

**Documents:**

[2020 ARBOR DAY PROCLAMATION.PDF](#)

**8. Unfinished Business**

**9. New Business**

a. **Extension - Declaration Of The State Of Local Emergency**

Board to consider a motion which extends until May 22, 2020 the Declaration of State of Local Emergency executed by the Mayor on March 20, 2020.

**Background Of Subject Matter** \*

**Type** Ordinance

b. **Mayor Pro Tem And Line Of Succession**

Board to consider an ordinance amending Chapter 2, Section 1-126 of the Westmont Code of Ordinances to provide for presiding officer, mayor pro tem, acting mayor and line of succession.

**Background Of Subject Matter** This proposed ordinance clarifies the various situations in which a village trustee would serve in the absence of the mayor, consistent with the provisions of the Illinois Municipal Code. It also provides for a line of succession.

**Recommendation** Approve

**Type** Ordinance

c. **Fiscal Year 2020-21 Budget**

Board to consider a resolution adopting the Fiscal Year 2020-21 Budget.

**Background Of Subject Matter** The preliminary budget for Fiscal Year (FY) 2020-21 was prepared by staff and presented and discussed with the Village Board and the public at the 4/16/2020 Budget Workshop.

**Type** Resolution

**Budgeted** Other

**Documents:**

[FY 2020-21 DRAFT BUDGET SUMMARY.PDF](#)

d. **1 West Quincy - Final Plat**

Board to consider an ordinance approving the final plat for 1 West Quincy Street.

**Background Of Subject Matter** The final plat for Quincy Station Apartments has been approved by Engineering and is ready for Village Board consideration. The permitting process for the project is underway.

**Recommendation** Approve

**Type** Ordinance

**Documents:**

[1 WEST QUINCY FINAL PLAT AND ENGINEER CERTIFICATION.PDF](#)

[1 WEST QUINCY FINAL PLAT ENGINEERING APPROVAL.PDF](#)

e. **Police Department Agreement With TransUnion**

Board to consider an ordinance approving an agreement with TransUnion for Consumer Reporting and Ancillary Services.

<b>Background Of Subject Matter</b>	The Police Department desires to contract with TransUnion to obtain consumer credit reports related to its background investigations for employment purposes.
<b>Additional Background</b>	This agreement will start on 05/01/20 and can be terminated by either party upon 30 days' notice.
<b>Recommendation</b>	Approve
<b>Type</b>	Ordinance
<b>Budgeted</b>	Yes

**Documents:**

[WESTMONT TRANSUNION AGREEMENT 5 01 20.PDF](#)

[WESTMONT TRANSUNION ADDENDUM 4 16 20 \(1\).PDF](#)

[WESTMONT TRANSUNION PRICING SHEET LAW ENFORCEMENT 2020.PDF](#)

f. **Debt Collection Ordinance Amendment**

Board to consider an ordinance amending Chapter 1, Article I, Section 1-8 of the Westmont Code of Ordinances to authorize the use of private collection agencies and to add collection costs to unpaid fines or penalties.

<b>Background Of Subject Matter</b>	State statute allows municipalities to utilize private collection agencies to collect on any unpaid fine or penalty, and authorizes municipalities to add the costs of collections to any outstanding balance where a collection agency is used.
<b>Additional Background</b>	The proposed amendment authorizes the foregoing consistent with State statute.
<b>Type</b>	Ordinance

g. **Collection Agency Agreement**

Board to consider an ordinance approving an agreement with Municipal Collections of America to perform private collection agency services for the Village for unpaid fines & penalties.

<b>Background Of Subject Matter</b>	The Police Department desires to contract with MCOA to provide private collection agency services for unpaid fines and penalties. MCOA will receive 35% of the debt collected, and the Village can add this 35% cost of collection to the underlying debt.
<b>Recommendation</b>	Approve
<b>Type</b>	Ordinance

**Documents:**

**10. Miscellaneous**

**11. Executive Session**

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

**12. Adjourn**

*Note: Any person who has a disability requiring a reasonable accommodation to participate in the meeting should contact the ADA Compliance Officer, 9:00 A.M. to 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.*



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

MINUTES OF THE VIRTUAL BOARD MEETING HELD **Thursday, April 9, 2020.**

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

**WESTMONT VIRTUAL VILLAGE BOARD MEETING ROLL CALL:**

**PRESENT:** Mayor Gunter P Clerk Szymski P

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

**STAFF:**

<b>May</b> (Village Mgr) <u>P</u>	<b>Parker</b> (Finance Director) <u>P</u>	<b>Sylvester</b> (Community Dev. Director) <u>P</u>
<b>Brainerd</b> (HR Director) <u>P</u>	<b>McIntyre</b> (Communications Director) <u>P</u>	<b>Liljeberg</b> (I.T. Manager) <u>P</u>
<b>Chief Gunther</b> (Police Dept.) <u>P</u>	<b>Dep Chief Thompson</b> <u>A</u>	<b>Dep Chief Gruen</b> <u>A</u>
<b>Chief Riley</b> (Fire Dept.) <u>P</u>	<b>Dep Connelly</b> <u>A</u>	<b>Richards</b> <u>P</u>
<b>Ramsey</b> (P.W. Director) <u>P</u>	<b>Mielcarski</b> (Management Analyst) <u>P</u>	<b>Mulhearn</b> <u>A</u>

**ATTORNEY:** Zemenak P Carrara A

**A QUORUM WAS PRESENT TO TRANSACT BUSINESS.**

**PRESS:**

Bugle A

**CHAMBER OF COMMERCE DIRECTOR:** Forssberg - P

**OPEN FORUM:**

- Nothing has been submitted either by online form, email, or phone message.



- The use of technology to connect with family during this time is encouraged.

#### **Village Clerk Szymski**

- Waste Management will not be picking up large items, such as mattresses or furniture at this time. However, additional bags or cans of garbage less than 45 lbs can be put out for collection as long as they have a sticker. Garbage and recycling will continue to be picked up. Residents should place the bins out the night before pick up.
- Brush & yard waste pick up has begun. There is a different truck that picks up brush and yard waste, so it will be picked up at a different time than the other waste.
- Free leaf pick up is April 13 - 17th, 2020. Leaves must be in craft paper bags and stickers will not be needed during this week. This is for leaves only.
- The Waste Management call center is back up and running.
- The PACE bus service for Westmont routes is temporarily suspended starting April 13th. More Information is on the Village website.
- Electronic recycling has also been cancelled.
- Stay home and stay healthy.

#### **Trustee Addington**

- The Community Development Committee meeting has been cancelled for April 23rd. A detailed written report will be created by Director Sylvester and will be distributed prior to that date.
- The Westmont Lions Club is looking for ways to help in the community during this crisis time.
- Happy Easter to everyone and be safe.

#### **Trustee Barker**

- We are looking to have a virtual meeting for Westmont First to talk about the US Census.
- It takes only a few minutes to get counted for the US Census. It's important to get counted because some of that money goes towards different programs. There is more information on the Village website.
- The next Environmental Improvement Committee meeting is May 4th. However some programs have been cancelled, such as the seedling giveaway.
- Storm Drain stenciling and the river sweep will need to be evaluated to see if that needs to be rescheduled.
- Please make sure not to flush sanitizer wipes or other wipes down the toilet, because it will clog pipes.

#### **Trustee Liddle**

- Recapped the Finance / Administration Committee meeting.
  - The Families First Coronavirus Response Act was discussed.
  - The committee discussed the budget and will continue to do so going forward. The next actual budget meeting will be next Thursday.
  - Thanked Spencer Parker and the Finance Department for the powerpoint that was put together.
- Community Events have been put on hold and we will keep everyone updated for events

going forward.

- The People's Resource Center is looking for donations and volunteers.
- Stay safe out there.

Mayor Gunter mentioned that several events have been postponed including the Red, White, & BBQ & Race to the Flag.

#### Trustee Nero

- The next Public Works Committee meeting is June 18th. Hopefully it will be at Village Hall.
- The Public Works Project is 56% complete. We continue to be on schedule.
- Showed a public service announcement from DuPage County regarding DuPage County evictions. Evictions will be halted for 30 days and will be re-evaluated on April 17th.

#### Trustee Guzzo

- The next Public Safety Committee meeting is going to be May 21st at 4:30pm, hopefully at Village Hall.
- The drug take back day has been cancelled. However, residents can drop off unwanted prescriptions at 1000 Ogden Ave. in Downers Grove.
- Thanked the Fire Department, Police Department and all of our other village employees for all of their hardwork and dedication.

#### Trustee Barry

- Many small businesses are going for the SBA loan. Interested individuals can see any of our local banks to inquire more about that service.
- Stay safe and the more that we abide by these rules the quicker we can get back to our lives.

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

No items to be removed from the consent agenda.

#### (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) BOARD MEETING MINUTES

Board to consider approving the minutes of the **March 26, 2020** Village Board Meeting.

**(B) FINANCE ORDINANCE #22: Dated April 9, 2020** in the amount of **\$ 3,610,877.55.**

#### (C) NATIONAL VOLUNTEER WEEK PROCLAMATION

Board to consider a proclamation declaring April 19 - 25, 2020 as National Volunteer Week.

#### (D) NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK PROCLAMATION

Board to consider a proclamation to declare April 12 - 18, 2020 as National Telecommunicators Week.

**(E) NATIONAL LIBRARY WEEK PROCLAMATION**

Board to consider a proclamation to declare April 19 - 25, 2020 as National Library Week.

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

**VOTE ON MOTION #1**

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

Nays: None

Absent: None

**UNFINISHED BUSINESS**

No unfinished business.

**NEW BUSINESS**

**(2) WINDY CITY CANNABIS, 11 EAST OGDEN**

**Community Development Director Sylvester** addressed the Board on this item.

- Director Sylvester read a letter from Windy City Cannabis.
- Talked about parking and traffic concerns.

Motion by **Trustee Nero** to consider an ordinance approving the following requests from Windy City Cannabis for 11 East Ogden Avenue:

1. Special use to operate an adult-use cannabis dispensary; and
2. Site plan and landscaping plan.

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

**VOTE ON MOTION #2**

Ayes: Addington, Barry, Guzzo, Nero, Liddle

Nays: Barker

Absent: None

**(3) METRO SERVICES PARAMEDIC CONTRACT**

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

Motion by **Trustee Addington** to consider an ordinance approving a contract for paramedic services between Metro Paramedic Services, Inc. and the Village of Westmont.

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

**VOTE ON MOTION #3**

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

Nays: None

Absent: None

**(4) EXTENSION OF EMPLOYMENT AGREEMENT**

**Village Manager May** addressed the Board on this item.

Motion made by **Trustee Nero** to consider an ordinance authorizing an extension of the Employment Agreement with the Police Chief with minor amendments.

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

**VOTE ON MOTION #4**

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

Nays: None

Absent: None

**(5) DECLARATION OF VILLAGE PROPERTY AS SURPLUS**

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

Motion made by **Trustee Nero** to consider an ordinance declaring certain Village owned vehicles and equipment as surplus property to be sold at Obenauf Auctions.

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

**VOTE ON MOTION #5**

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

Nays: None

Absent: None

**(6) FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA) & EMERGENCY RESPONDERS**

**Human Resources Director Brainerd** addressed the Board on this item.

Motion made by **Trustee Nero** to consider a resolution excluding emergency responders from certain provisions of the Families First Coronavirus Response Act (FFCRA).

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

**VOTE ON MOTION #6**

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

Nays: None

Absent: None

**MISCELLANEOUS:**

- Thanked all of the employees that are out there and working hard for us. Thanks to



**Village Clerk's Office**

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

John Zemenak as well for his hard work.

**(7) ADJOURNMENT**

Motion by **Trustee Addington** to adjourn the meeting.

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

**VOTE ON MOTION #7**

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

Nays: None

Absent: None

**MEETING ADJOURNED AT 6:52 P.M.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Virginia Szymiski, Village Clerk

\_\_\_\_\_  
Ronald J. Gunter, Mayor

Dated this 23rd day of April, 2020



## Village Clerk's Office

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

**Special Meeting**  
**Village of Westmont Board of Trustees**  
**Budget Meeting**  
**April 16, 2020**  
**6:00 P.M.**

**Board Members Present:**

Mayor Gunter, Clerk Szymiski, Trustee Addington, Trustee Barker, Trustee Barry, Trustee Guzzo, Trustee Liddle, Trustee Nero

**Board Members Absent**

None

**Staff Present:**

Village Manager May, Finance Director Parker, Fire Chief Riley, Community Development Director Sylvester, Economic Development Director Forssberg, Public Works Director Ramsey, Management Analyst Mielcarski, Human Resource Director Brainerd, CPA Olsen, Deputy Liquor Commissioner Mulhearn, Finance Department Illes, IT Director Liljeberg, and Communications Director McIntyre.

**Pledge of Allegiance was recited**

**Open Forum:**

- Mary Gabryl - Asked if the PDF would be available to the public.

Mayor Gunter explained Finance Director Parker's job tonight.

Finance Director Parker thanked his staff and particularly Ruth Olsen. He also thanked the Village staff, Manager May, Mayor Gunter and the Village Board.

Finance Director Parker started with charting our course and priorities, sales tax-example and revenue assumptions. Revenue and sales tax estimates were discussed for bad case and better case scenarios. He ended with details of our path.

Next Finance Director Parker talked about Shaping a Vibrant Community and Future Through Connection, Service and Leadership.

Finance Director Parker discussed considerations not included in the budget. Then he discussed the following funds: Budget Capital/Project Funds, Budget Specific Use Funds, Budget VRP Revenues, General Fund Operating Considerations, Budget Operating Department Change From Prior Year, Village Wide Personnel-Operating Considerations, General Fund 1-Time Considerations, Budget Debt Service Funds, Water Fund, Water Fund Considerations, Capital Project Status.

Finance Director Parker went over items for consideration from the Board. Moving forward included balances left after budget, requests not included with budget, recommendation, consider community assistance and review any decisions.

Finance Director Parker went over recommendations, assistance, decisions/changes.



**Village Clerk's Office**

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He ended with Sister City expenses.

The Mayor had Fire Chief Riley update the Board on the COVID-19 pandemic.

Mayor Gunter, Manager May, Finance Director Parker, and the Village Board discussed a stimulus program.

Mayor Gunter thanked Finance Director Parker and Ruth Olsen for all their hard work. He also thanked village staff for also working a lot of hours to get this budget together.

Trustee Addington made a motion to adjourn the meeting.  
Trustee Liddle seconded the motion.

Ayes: Addington, Barker, Guzzo, Liddle, Nero  
Nays: None  
Absent: Barry

The meeting adjourned at 8:00 P.M.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Virginia Szymiski, Village Clerk

\_\_\_\_\_  
Ronald J. Gunter, Mayor

Dated this April 23, 2020



# Village of Westmont

# Purchase Order

PO Date: 2020-04-17

Page: 1 of 1

**Bill To:**

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

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

Purchase Order # **20202776**

**Vendor:**

EMERGENCY TELEPHONE SYSTEM  
421 COUNTY FARM ROAD  
WHEATON, IL 60187

**Ship To:**

See Shipping Information Below

Vendor Number	Vendor Phone Number	Vendor Fax Number	Delivery Reference			
100490						
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price	
1	STATION ALERTING COSTS; CAPITAL PROJECT FY20 FIRE STATION ALERTING OPTIONAL EQUIPMENT COSTS Project initially budgeted at \$75,000; carried over from previous fiscal year. Actual cost now \$79,050.00. GL Account: 3053030 - 57062 - 1GOV \$79,050.00  Ship To: FIRE DEPARTMENT - HQ 6015 S CASS AVE WESTMONT, IL 60559 Email: <a href="mailto:lbrady@westmont.il.gov">lbrady@westmont.il.gov</a>	1.0	EACH	\$79,050.00	\$79,050.00	

By: *Spencer Parkes*  
Authorized Signature

**PO Total \$79,050.00**

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

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

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

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



P20- \_\_\_\_\_

# Proclamation



**Whereas,** In 1872, J. Sterling Morton proposed to the National Board of Agriculture that a special day be set aside for planting trees, and

**Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and

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

**Whereas,** trees are a renewable resource, reduce erosion, cut heating costs, moderate the temperature, clean the air, provide habitat for wildlife, increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Whereas,** the Village of Westmont has been recognized for planting over 100 trees annually; and,

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

**Whereas,** the Village of Westmont has been recognized as a Tree City USA for twenty three (24) consecutive years.

Now, therefore, I, Ronald J. Gunter, Mayor of the Village of Westmont, do hereby proclaim **April 24, 2020** as Arbor Day in the Village of Westmont, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees, woodlands, and urban forest.

Passed and approved by the Mayor and Board of Trustees of the Village of Westmont, DuPage County, Illinois, on this **23rd day of April 2020.**

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

Approve: \_\_\_\_\_  
Ron Gunter, Mayor

Attest: \_\_\_\_\_  
Virginia Szymski, Clerk

Shaping a Vibrant Community and Future Through Connection, Service and Leadership		FY 2020-21 Budget Strategic Plan Summary						
		General	Excess General Fund Balance	Capital / Project Funds	Specific Purpose Funds	Debt Service Fund	Water Fund	Grand Total
<b>Estimated Beginning Available Balance*</b>		<b>(5,613,688)</b>	<b>(11,491,674)</b>	<b>(23,598,299)</b>	<b>(5,943,014)</b>	<b>(1,814,418)</b>	<b>(4,968,995)</b>	<b>(53,430,087)</b>
<b>Sources of Funds</b>								
<b>Revenues</b>		(21,885,184)	(2,021,230)	(2,890,093)	(2,335,200)		(8,680,750)	(37,812,457)
<b>Operating Transfers</b>		(312,100)	-	(584,160)	(1,329,090)	(2,638,110)		(4,863,460)
<b>Other Transfers</b>		(3,295,830)	-	-	(5,816,000)	-	-	(9,111,830)
<b>Bond Proceeds</b>		-	-	-	-	-	-	-
<b>Total Sources</b>		<b>(25,493,114)</b>	<b>(2,021,230)</b>	<b>(3,474,253)</b>	<b>(9,480,290)</b>	<b>(2,638,110)</b>	<b>(8,680,750)</b>	<b>(51,787,747)</b>
<b>Uses of Funds</b>								
<b>GOVERNANCE</b>	Visionary leadership and partnership position us to elevate our quality of life.	<b>5,219,167</b>	-	<b>12,360,090</b>	<b>4,140,890</b>	-	-	<b>21,720,147</b>
<b>IDENTITY &amp; IMAGE</b>	Westmont exemplifies beautiful, dynamic, cohesive community life.	<b>16,255,105</b>	-	<b>1,153,535</b>	<b>212,769</b>	-	-	<b>17,621,409</b>
<b>DOWNTOWN</b>	Our celebrated Downtown is the cornerstone of our community, and inspires, attracts and pulses with vitality.	-	-	<b>71,930</b>		-	-	<b>71,930</b>
<b>ECONOMIC DEVELOPMENT</b>	<b>Vibrant business corridors generate superior economic performance.</b>	<b>918,870</b>	-	-	<b>6,131,000</b>	-	-	<b>7,049,870</b>
<b>INFRASTRUCTURE</b>	Seamless integration of facilities and systems optimize our mobility and utility management.	<b>3,887,665</b>	-	<b>9,581,400</b>		<b>2,637,762</b>	<b>9,038,160</b>	<b>25,144,987</b>
<b>Transfers Out</b>		2,059,080	9,111,830	1,323,500		-	551,000	13,045,410
<b>Total Uses</b>		<b>28,339,887</b>	<b>9,111,830</b>	<b>24,490,455</b>	<b>10,484,659</b>	<b>2,637,762</b>	<b>9,589,160</b>	<b>84,653,753</b>
<b>Net Change</b>		<b>2,846,773</b>	<b>7,090,600</b>	<b>21,016,202</b>	<b>1,004,369</b>	<b>-348</b>	<b>908,410</b>	<b>32,866,006</b>
<b>Estimated Ending Balance</b>		<b>(2,766,915)</b>	<b>(4,401,074)</b>	<b>(2,582,097)</b>	<b>(4,938,645)</b>	<b>(1,814,766)</b>	<b>(4,060,585)</b>	<b>(20,564,080)</b>
<b>Recommended Minimum Balances</b>		<b>(5,613,688)</b>	<b>(3,000,000)</b>	<b>(2,381,527)</b>	<b>(2,755,234)</b>	<b>(2,637,762)</b>	<b>(1,427,950)</b>	<b>(17,816,160)</b>
<b>Under/(Over) Recommended Minimum Balances</b>		<b>2,846,773</b>	<b>(1,401,074)</b>	<b>(200,570)</b>	<b>(2,183,411)</b>	<b>822,997</b>	<b>(2,632,635)</b>	<b>(2,747,920)</b>

\*Amounts were estimated prior to Board approval of the budget. Available balance excludes balances that are non spendable, on deposit with insurance pools, or are restricted because they were generated through foreign fire insurance payments. Additionally, for the TIFs, amounts due to other funds are excluded.

Shaping a Vibrant Community and Future Through Connection, Service and Leadership		FY 2020-21 Budget Strategic Plan Summary									
		General	Excess General Fund Balance	C/T	Capital	Bond PW Facility Non Water	Bond PW Facility - Water	Stormwater Infr	Stormwater Bond	MFT	Capital / Project Funds
<b>Estimated Beginning Available Balance*</b>		(5,613,688)	(11,491,674)	(1,088,743)	(4,571,056)	(6,522,000)	(4,975,000)	(4,558,472)		(1,883,028)	(23,598,299)
<b>Sources of Funds</b>											
<b>Revenues</b>		(21,885,184)	(2,021,230)	(389,033)	(397,060)	-	-	(1,473,000)	-	(631,000)	(2,890,093)
<b>Operating Transfers</b>		(312,100)	-	-	(539,160)	-	-	(45,000)	-	-	(584,160)
<b>Other Transfers</b>		(3,295,830)	-	-	-	-	-	-	-	-	-
<b>Bond Proceeds</b>		-	-	-	-	-	-	-	-	-	-
<b>Total Sources</b>		(25,493,114)	(2,021,230)	(389,033)	(936,220)	-	-	(1,518,000)		(631,000)	(3,474,253)
<b>Uses of Funds</b>											
<b>GOVERNANCE</b>	Visionary leadership and partnership position us to elevate our quality of life.	5,219,167	-	-	1,081,280	6,429,050	4,849,760	-	-	-	12,360,090
<b>IDENTITY &amp; IMAGE</b>	Westmont exemplifies beautiful, dynamic, cohesive community life.	16,255,105	-	1,153,535	-	-	-	-	-	-	1,153,535
<b>DOWNTOWN</b>	Our celebrated Downtown is the cornerstone of our community, and inspires, attracts and pulses with vitality.	-	-	71,930	-	-	-	-	-	-	71,930
<b>ECONOMIC DEVELOPMENT</b>	Vibrant business corridors generate superior economic performance.	918,870	-	-	-	-	-	-	-	-	-
<b>INFRASTRUCTURE</b>	Seamless integration of facilities and systems optimize our mobility and utility management.	3,887,665	-	-	3,399,000	-	-	5,031,000	-	1,151,400	9,581,400
<b>Transfers Out</b>		2,059,080	9,111,830	-	350,000	-	-	663,500	-	310,000	1,323,500
<b>Total Uses</b>		28,339,887	9,111,830	1,225,465	4,830,280	6,429,050	4,849,760	5,694,500	-	1,461,400	24,490,455
<b>Net Change</b>		2,846,773	7,090,600	836,432	3,894,060	6,429,050	4,849,760	4,176,500	-	830,400	21,016,202
<b>Estimated Ending Balance</b>		(2,766,915)	(4,401,074)	(252,311)	(676,996)	(92,950)	(125,240)	(381,972)	-	(1,052,628)	(2,582,097)
<b>Recommended Minimum Balances</b>		(5,613,688)	(3,000,000)	(77,807)	(936,220)	-	-	(736,500)	-	(631,000)	(2,381,527)
<b>Under/(Over) Recommended Minimum Balances</b>		2,846,773	(1,401,074)	(174,504)	259,224	(92,950)	(125,240)	354,528	-	(421,628)	(200,570)

\*Amounts were estimated prior to Board approval of the budget. Available balance excludes balances that are non spendable, on deposit with insurance pools, or are restricted because they were generated through foreign fire insurance payments. Additionally, for the TIFs, amounts due to other funds are excluded.

4/16/20 8:40 PM

Shaping a Vibrant Community and Future Through Connection, Service and Leadership		FY 2020-21 Budget Strategic Plan Summary									
		VRP	Downtown Parking	IMRF / SS	DEA	TIF-SWBD	TIF-CBD	Specific Purpose Funds	Debt Service Fund	Water Fund	Grand Total
<b>Estimated Beginning Available Balance*</b>		(4,058,135)	(25,000)	(836,682)	(413,862)	(371,991)	(237,344)	(5,943,014)	(1,814,418)	(4,968,995)	(53,430,087)
<b>Sources of Funds</b>											
<b>Revenues</b>		(40,000)	(3,200)	(1,493,000)	(220,000)	(309,000)	(270,000)	(2,335,200)		(8,680,750)	(37,812,457)
<b>Operating Transfers</b>		(1,126,310)	-	(202,780)	-	-	-	(1,329,090)	(2,638,110)		(4,863,460)
<b>Other Transfers</b>		-	-	-	-	-	(5,816,000)	(5,816,000)	-	-	(9,111,830)
<b>Bond Proceeds</b>		-	-	-	-	-	-	-	-	-	-
<b>Total Sources</b>		(1,166,310)	(3,200)	(1,695,780)	(220,000)	(309,000)	(6,086,000)	(9,480,290)	(2,638,110)	(8,680,750)	(51,787,747)
<b>Uses of Funds</b>											
<b>GOVERNANCE</b>	Visionary leadership and partnership position us to elevate our quality of life.	2,093,110	-	2,047,780	-	-	-	4,140,890	-	-	21,720,147
<b>IDENTITY &amp; IMAGE</b>	Westmont exemplifies beautiful, dynamic, cohesive community life.	-	-	-	212,769	-	-	212,769	-	-	17,621,409
<b>DOWNTOWN</b>	Our celebrated Downtown is the cornerstone of our community, and inspires, attracts and pulses with vitality.	-	-	-	-	-	-	-	-	-	71,930
<b>ECONOMIC DEVELOPMENT</b>	Vibrant business corridors generate superior economic performance.	-	-	-	-	115,000	6,016,000	6,131,000	-	-	7,049,870
<b>INFRASTRUCTURE</b>	Seamless integration of facilities and systems optimize our mobility and utility management.	-	-	-	-	-	-	-	2,637,762	9,038,160	25,144,987
<b>Transfers Out</b>		-	-	-	-	-	-	-	-	551,000	13,045,410
<b>Total Uses</b>		2,093,110	-	2,047,780	212,769	115,000	6,016,000	10,484,659	2,637,762	9,589,160	84,653,753
<b>Net Change</b>		926,800	(3,200)	352,000	(7,231)	(194,000)	(70,000)	1,004,369	-348	908,410	32,866,006
<b>Estimated Ending Balance</b>		(3,131,335)	(28,200)	(484,682)	(421,093)	(565,991)	(307,344)	(4,938,645)	(1,814,766)	(4,060,585)	(20,564,080)
<b>Recommended Minimum Balances</b>		(2,071,455)	-	409,556	(220,000)	(565,991)	(307,344)	(2,755,234)	(2,637,762)	(1,427,950)	(17,816,160)
<b>Under/(Over) Recommended Minimum Balances</b>		(1,059,880)	(28,200)	(894,238)	(201,093)	0	0	(2,183,411)	822,997	(2,632,635)	(2,747,920)

\*Amounts were estimated prior to Board approval of the budget. Available balance excludes balances that are non spendable, on deposit with insurance pools, or are restricted because they were generated through foreign fire insurance payments. Additionally, for the TIFs, amounts due to other funds are excluded.

4/16/20 8:41 PM

FY 2020-21 Budget Operating Department Change From Prior Year		Prior Year	Pre Village Wide Increases / Board Adjustments	Increase / (Decrease)	% Increase / (Decrease)
General	Administration/Legislation	1,599,009	1,689,605	90,596.00	6%
General	Community Development	1,250,070	1,160,640	(89,430.00)	(7%)
General	Finance	602,070	606,547	4,477.00	1%
General	Fire	6,137,984	6,233,170	95,186.00	2%
General	Information Technologies	1,747,566	1,409,255	(338,311.00)	(19%)
General	Police	6,724,660	6,648,275	(76,385.00)	(1%)
General	Public Works	5,106,200	4,891,185	(215,015.00)	(4%)
General	Transfers	2,104,880	2,059,080	(45,800.00)	(2%)
<b>General Total</b>		<b>25,272,439</b>	<b>24,697,757</b>	<b>(574,682.00)</b>	<b>(2%)</b>
Water Fund		6,248,330	6,234,530	(13,800.00)	(0%)
<b>Grand Total</b>		<b>31,520,769</b>	<b>30,932,287</b>	<b>(588,482.00)</b>	<b>(2%)</b>

March 31, 2020

Ms. Nalini Johnson  
Village Planner  
Village of Westmont  
31 West Quincy Street  
Westmont, IL 60559

**RE: 1 West Quincy -Quincy Station Final Plat**

Dear Nalini:

This letter is to confirm and certify the attached Final Plat for Quincy Station is consistent with the Final Site Development Plans dated March 9, 2020 as prepared by Civworks Engineering which were recently reviewed James Patterson of Burns and McDonnell. Further, there are no changes to the Site Development Plans or Final Plat which are foreseen at this time. I have also attached the requested certification by our engineer- Civworks Engineering.

Please proceed to schedule the Plat for approval by the Village Board at your earliest convenience. Feel free to contact me with any questions you may have.

Yours very truly,

HOLLADAY PROPERTY SERVICES, INC.



Michael C. O'Connor  
Vice President- Development & Leasing

**CIVWORKS CONSULTING, LLC  
ENGINEER'S FINAL PLAT OF SUBDIVISION STATEMENT**

March 31, 2020

The Village of Westmont  
31 West Quincy Street  
Westmont, IL 60559

**RE: FINAL PLAT OF SUBDIVISION TO CONSOLIDATE LOTS  
QUINCY STATION  
1 W. QUINCY STREET  
WESTMONT, IL**

Dear Sir or Madame,

As the Civil Engineer of Record on the above reference project, I hereby certify that the Final Plat of Subdivision to Consolidate Lots Quincy Station (Final Plat) with latest revision date of 03-09-2020 is in compliance with the requirements of Appendix B, Article III of the Village of Westmont Municipal Code. I further certify that the Final Plat is consistent with the Proposed Quincy Station Final Site Development Plans (The Engineering Plans) with latest revision date of 03-09-2020.

No major changes to The Engineering Plans that would affect and require changes to the Final Plat. As such, we hereby respectfully request that the Final Plat be recommended for approval by the Village Board.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Yours truly,

CIVWORKS CONSULTING, LLC



Osvaldo Pastrana, P.E.  
Principal



DATE: 03-31-2020  
EXPIRES: 11-30-2021



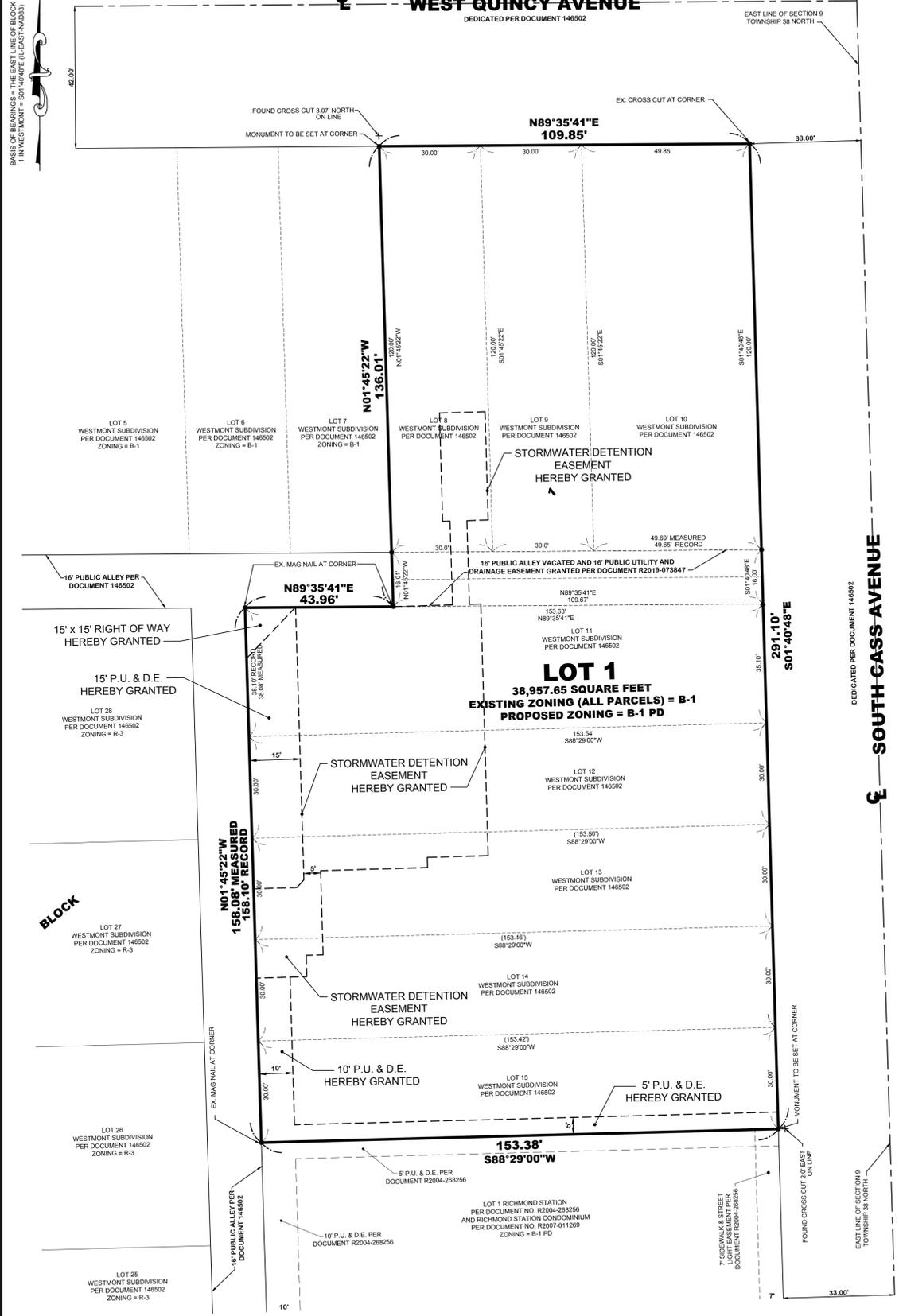
**PROPERTY OWNER**  
 HP QUINCY PARTNERS, LLC  
 6370 AMERIFLEX DRIVE, SUITE 110  
 PORTAGE, INDIANA 46389  
 (219) 764-3104  
 CONTACT: MR. MICHAEL O'CONNOR

**RETURN TO:**  
 VILLAGE OF WESTMONT  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 31 WEST QUINCY STREET  
 WESTMONT, ILLINOIS 60559  
 (630) 981-6250

PIN: 09-09-407-007-0000  
 PIN: 09-09-407-008-0000  
 PIN: 09-09-407-015-0000  
 PIN: 09-09-407-016-0000

# FINAL PLAT OF SUBDIVISION TO CONSOLIDATE LOTS QUINCY STATION

BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



**OWNER'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. FURTHERMORE, PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT, TO THE BEST OF THE OWNER'S KNOWLEDGE, THE TRACT OF LAND DESCRIBED IN THE ATTACHED PLAT LIES IN THE FOLLOWING SCHOOL DISTRICT(S):

SCHOOL DISTRICT NAME AND ADDRESS \_\_\_\_\_  
 SCHOOL DISTRICT NAME AND ADDRESS \_\_\_\_\_  
 SCHOOL DISTRICT NAME AND ADDRESS \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

OWNER \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ AT \_\_\_\_\_, ILLINOIS.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF PLANNING & ZONING COMMISSION**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ CHAIRMAN OF THE VILLAGE OF WESTMONT PLANNING & ZONING COMMISSION, CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ THIS PLAT OF SUBDIVISION WAS DULY APPROVED BY THE PLANNING AND ZONING COMMISSION.

CHAIRMAN \_\_\_\_\_ ATTEST: SECRETARY \_\_\_\_\_

**SANITARY DISTRICT CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ EXECUTIVE DIRECTOR FOR THE \_\_\_\_\_ DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED AT \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

EXECUTIVE DIRECTOR \_\_\_\_\_

**VILLAGE CLERK'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_, 20\_\_\_\_ AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF WESTMONT, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

VILLAGE CLERK \_\_\_\_\_

**CERTIFICATE AS TO SPECIAL ASSESSMENTS**

STATE OF ILLINOIS)  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ VILLAGE TREASURER OF THE VILLAGE OF WESTMONT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPLICABLE AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

VILLAGE TREASURER \_\_\_\_\_

PUBLIC WORKS DIRECTOR \_\_\_\_\_

STATE OF ILLINOIS)  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ PUBLIC WORKS DIRECTOR OF THE VILLAGE OF WESTMONT, ILLINOIS, HEREBY CERTIFY THAT THE IMPROVEMENTS DESCRIBED IN THIS PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WESTMONT, DU PAGE COUNTY, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

PUBLIC WORKS DIRECTOR \_\_\_\_\_

**PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS**

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT, ILLINOIS AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE VILLAGE OF WESTMONT, INCLUDING, BUT NOT LIMITED TO, COMED, SBC, NICOR, AND COMCAST, AND (FLAGG CREEK RECLAMATION DISTRICT OR DOWNERS GROVE SANITARY DISTRICT) AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, OVER ALL OF THE AREAS MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR MARKED "P.U. & D.E." ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, OPERATE, AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, INCLUDING ELECTRICITY, SOUNDS AND SIGNALS, GAS PIPELINES, WATER PIPELINES, STORM AND SANITARY SEWERS, AND STORMWATER DRAINAGE PATHS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY AS NECESSARY, THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, ROOTS, SHRUBS, OR OTHER PLANTS ON SAID INDICATED EASEMENTS, AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, THAT INTERFERE WITH THE OPERATION OF THE DRAINAGE PATH OR UTILITY, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES.

NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SAID EASEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHERE SAID INDICATED EASEMENTS ARE USED BOTH FOR DRAINAGE, SEWERS, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION(S) SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WESTMONT.

NO PERMANENT BUILDINGS OR OBSTRUCTIONS SHALL BE PLACED ON SAID INDICATED EASEMENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SAID EASEMENT SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. WHERE SAID INDICATED EASEMENTS ARE USED BOTH FOR DRAINAGE, SEWERS, AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION(S) SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF WESTMONT.

**STORMWATER DETENTION EASEMENT PROVISIONS**

ALL EASEMENTS INDICATED AS STORMWATER DETENTION EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF WESTMONT FOR THE BENEFIT OF THE PUBLIC.

NO PERMANENT BUILDINGS OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE OR FREE FLOW OF STORMWATER AND THE OPERATION OF THE STORMWATER MANAGEMENT SYSTEM. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE PATHS AND STORMWATER DETENTION APPLICABLE TO HIS LOT AND SHALL NOT MODIFY GRASSES, SLOPES, OR STORMWATER MANAGEMENT FACILITIES WITHOUT HAVING FIRST RECEIVED PRIOR WRITTEN APPROVAL OF THE VILLAGE OF WESTMONT.

IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENTS, THE VILLAGE OF WESTMONT AND ANY OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF) SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON ITS OR THEIR BEHALF, ANY MAINTENANCE WORK TO OR UPON THE DRAINAGE OR STORMWATER DETENTION AREA EASEMENT, THE EXPENSE THEREOF, INCLUDING ANY ADMINISTRATIVE COSTS, SHALL UPON RECORDEMENT OF A NOTICE OF LIEN WITHIN SIXTY (60) DAYS OF COMPLETION OF THE WORK, CONSTITUTE A LIEN AGAINST HIS LOT WHICH MAY BE FORECLOSED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE VILLAGE OF WESTMONT AND/OR OTHER UNIT OF GOVERNMENT HAVING JURISDICTION OVER DRAINAGE ON THE SUBJECT PROPERTY AND/OR ANY OWNER OF RECORD OF THE REAL ESTATE (OR PART THEREOF).

**COUNTY CLERK'S CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_ COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK, AT WHEATON, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COUNTY CLERK \_\_\_\_\_

**COUNTY RECORDER CERTIFICATE**

STATE OF ILLINOIS)  
 COUNTY OF DUPAGE)

THIS INSTRUMENT NO \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK AND WAS RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_.

BY: \_\_\_\_\_ RECORDER OF DEEDS  
 DUPAGE COUNTY



MY LICENSE EXPIRES NOVEMBER 30, 2020

**SURVEYORS CERTIFICATE**

STATE OF ILLINOIS) SS.  
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, MICHAEL NELSON, REGISTERED ILLINOIS LAND SURVEYOR, NO. 035-3095 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 8, 9, 10, 11, 12, 13, 14, 15 IN BLOCK 1 IN WESTMONT, TOGETHER WITH ALL OF THE VACATED 16' WIDE PUBLIC ALLEY LYING ADJACENT TO AND SOUTH OF SAID LOTS 8, 9 AND 10 IN BLOCK 1, LYING EAST OF THE WEST LINE OF SAID LOT 8 AS EXTENDED SOUTH TO THE NORTH LINE OF LOT 11 IN SAID BLOCK 1, (ALSO BEING THE SOUTH LINE OF SAID VACATED PUBLIC ALLEY) AND LYING WEST OF THE EAST LINE OF SAID LOTS 10 AND 11 IN SAID BLOCK 1 AS EXTENDED SOUTH AND NORTH, IN WESTMONT, BEING A SUBDIVISION BY ARTHUR T. MCINTOSH AND COMPANY OF THE SOUTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1921 AS DOCUMENT 146502, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE VILLAGE OF WESTMONT RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

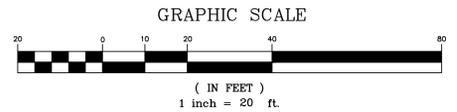
I FURTHER CERTIFY THAT THE PROPERTY IS SITUATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY FLOOD INSURANCE RATE MAP, PER MAP NO. 17043C0186J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

I HEREBY AUTHORIZE AN AGENT OF THE VILLAGE OF WESTMONT, ILLINOIS TO RECORD THIS PLAT OF SUBDIVISION WITH THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 13TH DAY OF DECEMBER, 2019.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095  
 PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007246-0010 EXPIRES 04/30/2021

DATE OF PREPARATION: 12-13-2019  
 REVISED PER VILLAGE REVIEW: 01-02-2020  
 REVISED PER VILLAGE REVIEW: 01-07-2020  
 REVISED PER VILLAGE REVIEW: 03-09-2020





March 28, 2020

Ms. Nalini Johnson  
Village Planner  
Village of Westmont  
31 West Quincy Street  
Westmont, Illinois 60559

Re: Quincy Station – 1 W. Quincy Avenue  
PZC Plat of Subdivision Review #5 (Engineering)  
BMcD Project No. 114307

Status: **Approved**

Burns & McDonnell received the following permit submittal documents on March 11, 2020:

- Final Plat of Subdivision to Consolidate Lots Quincy Station, 1 sheet, prepared by Wolf Pack Consulting, dated March 9, 2020.

The plans have been reviewed for compliance with the Westmont Municipal Code (Village Code). Please consider the following comments:

All comments are made in reference to Appendix B, Article III of the Village Code.

1. No further comment.

The Final Plat of Subdivision is hereby recommended for approval. If you have any questions, please contact me at [jpatterson@burnsmcd.com](mailto:jpatterson@burnsmcd.com) or 630-724-3293.

Sincerely,  
BURNS & McDONNELL ENGINEERING COMPANY, INC.

A handwritten signature in blue ink, appearing to read 'J. L. Patterson'.

James L. Patterson, P.E.

**TRANSUNION MASTER AGREEMENT  
FOR CONSUMER REPORTING AND ANCILLARY SERVICES**

This TransUnion Master Agreement for Consumer Reporting and Ancillary Services ("Agreement") is made and entered as of this 1 date of MAY, 2020 (the "Effective Date"), by and between Trans Union LLC, with its principal place of business at 555 West Adams, Chicago, Illinois 60661 ("TransUnion"), and WESTMONT POLICE DEPARTMENT, with its principal place of business at 500 N. CASS AVENUE, WESTMONT, IL 60559 ("Subscriber"). In consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TransUnion and Subscriber hereby agree as follows:

1. **Scope of Agreement.** This Agreement applies to any of those information services which Subscriber may desire to receive from TransUnion and which TransUnion offers to Subscriber. Such information services shall herein be collectively referred to as "Services" and all information derived therefrom shall be collectively referred to as "Services Information".

Subscriber enters into this Agreement on behalf of itself and its affiliates under common ownership and control, as identified on the attached Exhibit A ("Affiliates"), which may be amended by Subscriber from time to time to add and/or delete Affiliates upon written notice to TransUnion. Subscriber and all said Affiliates shall hereinafter be referred to collectively as "Subscriber".

This Agreement consists of the general terms and conditions set forth in the body of this Agreement ("General Terms"), Exhibit A ("Affiliates") and Exhibit B ("Fair Isaac Scores"). If there is a conflict between the General Terms and the terms of Exhibit A, the General Terms shall prevail; if there is a conflict between the General Terms and the terms of Exhibit B, Exhibit B shall prevail solely with respect to the FICO Scores as defined in Exhibit B.

2. **Subscriber's Business.** Subscriber certifies that the nature of Subscriber's business is as described by Subscriber in Subscriber's customer membership materials. Subscriber certifies that Subscriber is not a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TransUnion for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer.

3. **Consumer Reporting Services.**

- 3.1 **Consumer Report Information.** TransUnion makes certain consumer report information services from its consumer reporting database ("Consumer Report Information") available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA").

- 3.2 **FCRA Penalties.** THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETEXTS SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

- 3.3 **Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information solely for Subscriber's exclusive one-time use and use such information solely for the permissible purpose(s) set forth below in Sections 3.4 – 3.7, and for no other purpose, subject however, to the additional restrictions set forth herein. If requested by TransUnion, and in addition to the general certification set forth herein, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time by TransUnion. For purposes of this Agreement, the term "adverse action" shall have the same meaning as that term is defined in the FCRA.

- 3.4 **Consumer Report Information - Permissible Purpose(s):**

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.
- In connection with the underwriting of insurance involving the consumer.
- Pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject's name, address, social security number (where available) and signature. Subscriber further agrees to retain copies of all such written authorizations for a minimum of five (5) years from the date of inquiry, and make such written authorizations available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of

selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct.

- For employment purposes, in which case Subscriber shall request only a TransUnion service expressly designed for employment purposes ("Employment Report"). Subscriber further certifies that it shall not request an Employment Report unless and subject to the following conditions:
  - A. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report Information is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
  - B. The consumer has authorized in writing the procurement of the Employment Report;
  - C. Information from the Employment Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
  - D. The Employment Report will only be used once; and,
  - E. Before taking adverse action in whole or in part based on the Employment Report, Subscriber shall provide the consumer with a copy of the Employment Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau ("CFPB"), which form notice shall be supplied to Subscriber by TransUnion either with each report, or one time in print format, in which case Subscriber agrees to duplicate and provide said form notice to the consumer as required hereunder.
- To use the Consumer Report Information as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information in connection with a business transaction that is initiated by a consumer.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account.

**\*\* The following certifications are available for use by Government Agencies only \*\***

- To use the Consumer Report Information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
- Subscriber is the head of a state or local child support enforcement agency (or state or local government official authorized by the head of such an agency), and on each request the Subscriber certifies that:
  - A. The Consumer Report Information is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;
  - B. The paternity of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws);
  - C. The Consumer Report Information will be kept confidential, will be used solely for a purpose described in subparagraph (A) above, and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.
- Subscriber is an agency administering a state plan under Section 454 of the Social Security Act (42 U.S.C. 654) and will use the information to set an initial or modified child support award.

3.5 Account Review/Account Monitoring Certification. In the event that Subscriber requests Consumer Report Information for account review or monitoring purposes, whether batch or on-line, Subscriber shall make such requests solely for review or monitoring of Subscriber's own open accounts and/or closed accounts with balances owing, and for no other purpose. Subscriber shall notify TransUnion in a mutually acceptable format of the review or monitoring methods and criteria desired, and of any desired changes to or deletion of any individual monitoring set, and shall delete individual monitoring sets on any consumers if Subscriber ceases to have a permissible purpose to receive Consumer Report Information on such consumers. When Subscriber requests information as a potential investor or servicer, or current insurer, in connection with a valuation of or an assessment of the credit or prepayment risks associated with an existing credit obligation, Subscriber shall first obtain the prior written consent of the current account owner or servicer of such accounts and make a copy of such consent available to TransUnion.

- 3.6 Prescreening Certifications. Provided that Subscriber meets all TransUnion reporting requirements for prescreening customers as may be established by TransUnion from time to time, TransUnion, upon request by Subscriber, agrees to extract names from TransUnion's central computer file of credit information, or to screen names of individuals contained on a base list mutually acceptable to TransUnion and Subscriber, in accordance with selection criteria as specified by Subscriber and acceptable to TransUnion ("Prescreen Services"). Prescreen Services may include scores, attributes and/or other appends as mutually agreed. Each such request for prescreened names, including, but not limited to, such criteria associated with each such request, is hereby incorporated into this Agreement by reference.
- 3.6.1 Format and Delivery. TransUnion shall supply, and deliver to Subscriber, such Prescreen Services in the form of prescreened lists ("Prescreened Lists"), in a mutually agreed upon format. TransUnion will be responsible for the computer programming of the selection criteria specified by Subscriber.
- 3.6.2 Third Party Processors. Subscriber shall notify TransUnion, in writing, whether it intends to have a designated third party processor ("Processor") perform further processing of Prescreened Lists to further refine the selection. Upon such notification, TransUnion shall deliver such Prescreened Lists to Subscriber's designated Processor provided said Processor has been approved by TransUnion and has executed an agreement for processing with TransUnion. Subscriber shall so notify TransUnion in writing in conjunction with each prescreen request as to whether Subscriber intends to so utilize Processor. Subscriber certifies that neither the criteria used to select the names nor the tape nor media layout description of the attributes will be disclosed by Subscriber to Processor. Subscriber certifies that it will not request or receive from Processor any names of consumers other than those to which it will make a firm offer of credit or insurance, as defined by the FCRA ("Firm Offer"). Moreover, Subscriber shall require that Processor provide to TransUnion, in a mutually agreed upon format, clearly labeled media identifying all consumers on such refined Prescreened List so that TransUnion can post inquiries to its files on such consumers as required by law. Subscriber shall require that Processor provide such media to TransUnion upon completion of such further processing but in no event later than seventy-five (75) days after Processor's receipt of the media from TransUnion.
- 3.6.3 Subscriber Solicitation and Use of the Prescreened Lists. Except as otherwise mutually agreed, Subscriber will be responsible for preparation of solicitation materials and all other communications to be made with prescreened individuals. Subscriber hereby certifies that it will extend a Firm Offer of credit or insurance to each and every individual named on the Prescreened List, or Processor-refined Prescreened List, and that such offer will not be withdrawn or withheld after the offer is made, except as permitted by the FCRA. Subscriber further agrees to make available to TransUnion upon request a sample or draft of the mail piece or telemarketing script in which the Firm Offer will be made, and TransUnion may refuse to provide Prescreened Lists if TransUnion has a good faith belief that the proposed offer is not a Firm Offer of credit or insurance. However, notwithstanding this right to review the mail piece or script, TransUnion shall have no liability for failure of such mail piece or script to comply with applicable law, including, but not limited to, the FCRA.
- 3.6.4 One Time Use. All information received from Prescreened Services is for Subscriber's exclusive one-time use. Such information shall not be revealed or made available, in whole or in part, to any person except employees of Subscriber or Processor who have a need to know as expressly authorized under this Agreement. In no event shall the Prescreened Services be used for the processing of credit applications or underwriting insurance in the normal course of business. Except solely to the extent necessary to utilize such Prescreened Lists pursuant to the terms and conditions of this Agreement, Subscriber shall not copy the Prescreened Lists, or any portion thereof, without TransUnion's prior written consent, nor grant any other person or entity the right to do so. Moreover, Subscriber is not granted any ownership rights or title to the Prescreened Lists or to any information contained in any and all such Prescreened Lists.
- 3.7 Instant Decision Processing. TransUnion offers a suite of automated instant decision processing tools that: (i) determine whether a consumer qualifies for requested products or service, made available subject to the permissible certifications in Section 3.4, above; (ii) reviews existing customers for possible action on an account, made available subject to Section 3.5, above; or, (iii) performs a prescreen of an individual's consumer credit file against pre-determined credit criteria, made available subject to Section 3.6, above (collectively, "Instant Decision Processing").
- 3.7.1 TransUnion has developed a service that allows its customers electing Instant Decision Processing services to retrieve, through the Internet, the instant decision screen and Consumer Report Information, if applicable, generated as a result of a previously processed instant credit decision transaction ("Previous Instant Credit Decision"). Consumer Report Information will be limited for decisions relating to prescreening.

TransUnion may make the Previous Instant Credit Decision available to subscribers electing Instant Decision Processing services. TransUnion, for each individual instant credit decision transaction requested by Subscriber, shall exercise reasonable efforts to retain, on behalf of Subscriber, the Previous Instant Credit

Decision which was originally delivered to Subscriber for a period of thirty-five (35) days from such instant credit decision transaction.

Subscriber hereby represents and warrants that, for each individual instant credit decision transaction for which Subscriber utilized Previous Instant Credit Decision, Subscriber shall use the Previous Instant Credit Decision solely: (i) one time for the specific permissible purpose, pursuant to the FCRA, for which Subscriber requested such individual instant credit decision transaction; and, (ii) solely in conjunction with such particular individual instant credit decision transaction. Subscriber shall not use Previous Instant Credit Decision for any other purpose whatsoever.

3.8 **California Certification.** If Subscriber is a retailer who uses Consumer Report Information in connection with in-person credit applications, subject to the California Consumer Credit Reporting Agencies Act and all amendments thereto, then Subscriber shall instruct its employees responsible for receiving in-person credit applications from California consumers, including point of sale applications, to inspect the applicant's photo identification prior to requesting Consumer Report Information. Subscriber shall identify to TransUnion, either by subscriber code or by flag on the affected inquiry when it requests Consumer Report Information for an in-person credit application.

3.9 **Vermont Certification.** Subscriber agrees to comply with Vermont law when requesting a consumer report on a Vermont resident. Subscriber expressly agrees to obtain the consumer's consent before requesting a consumer report to the extent and in the manner required by Vermont law.

#### 4. **Ancillary Services.**

4.1 **Fraud Prevention Services.** TransUnion offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TransUnion in conjunction with Consumer Report Information or as a stand-alone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, employment, or for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the fraud prevention services. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual, which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this Section 4.1.

#### 4.2 **Reference Services.**

4.2.1 TransUnion offers a suite of reference services from sources other than its Consumer Reporting Database ("Non-CRD Reference Services"), which it may make available to Subscriber under the terms of this Agreement. Subscriber shall not use Non-CRD Reference Services for marketing purposes without the prior written consent of TransUnion.

4.2.2 TransUnion also offers the suite of reference services from its Consumer Reporting Database ("CRD Reference Services"). If Subscriber desires to receive CRD Reference Services, Subscriber hereby certifies that the specific purpose(s) for which the CRD Reference Services will be requested, obtained and used by Subscriber is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLB") and the United States Federal Trade Commission rules promulgated thereunder. Subscriber shall not request, obtain or use such CRD Reference Services for any other purpose.

- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer;
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with maintaining or servicing the consumer's account with Subscriber and Subscriber is a financial institution;
- With the consent or at the direction of the consumer;
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;

- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer; or,
  - For use solely in Subscriber's fiduciary or representative capacity on behalf of the consumer.
- 4.2.3 For purposes of this Agreement, the term "Reference Services" shall be deemed to include both Non-CRD Reference Services and CRD Reference Services. Subscriber shall not take any adverse action against any consumer that is based in whole or in part on the Reference Services.
- 4.3 Depersonalized Data Services. From time to time, Subscriber may desire to obtain depersonalized data ("Data Services") identified in a Data Services request form or other mutually agreed upon document signed by an authorized representative of Subscriber ("Data Services Request" or "DSR"). Subscriber represents and warrants that Subscriber shall use any and all Data Services received pursuant to this Agreement solely for one or more of the following purposes:
- A. Determination of the validity of an existing risk score model or of certain data attributes, when such model or attributes will be used in conjunction with the evaluation of consumer credit information received and used under this Agreement;
  - B. Building Subscriber's own consumer credit information-based model which model shall be used solely in conjunction with the evaluation of consumer credit information received and used under this Agreement;
  - C. Review and validation of Subscriber's policies relating to credit eligibility or any other permissible purpose under the FCRA, which policies Subscriber shall use in conjunction with evaluating consumer credit information received and used under this Agreement;
  - D. Determination of the qualitative value of consumer credit information TransUnion provides under this Agreement; or,
  - E. Other appropriate purpose as agreed to by TransUnion and Subscriber in an applicable DSR.
- 4.3.1 Subscriber shall not use Data Services for any other purpose and shall take no action as to any individual consumer as the result of the Data Services received under this Agreement. With respect to each request for Data Services, Subscriber represents and warrants that: (i) it does not have the ability to match the Data Services to the identity of any consumer; (ii) it shall make no attempt to obtain data permitting it to match the Data Services to the identity of any consumer; (iii) it will not accept any information from any third party that permits such a match; and, (iv) it will make no such match.
- 4.4 TransUnion Scores. Subscriber may request, in writing, that TransUnion provide certain TransUnion scores to Subscriber, which shall include the VantageScore (collectively, "TransUnion Score(s)"), in connection with the delivery of a consumer report obtained hereunder or in connection with the delivery of Data Services under Section 4.3. TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use TransUnion Scores provided in connection with the delivery of a consumer report only in accordance with its permissible purpose under the FCRA certified at the time of its request for such TransUnion Scores. Subscriber will request TransUnion Scores only for Subscriber's exclusive use. Subscriber may store TransUnion Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the TransUnion Scores
- 4.4.1 Adverse Action Factors. Subscriber recognizes that factors other than the TransUnion Score may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TransUnion may provide score reason codes to Subscriber which are designed to indicate the principal factors that contributed to the TransUnion Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). The TransUnion Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the TransUnion Score. However, the TransUnion Score itself may not be used as the reason for adverse action under Reg. B.
- 4.4.2 Use of TransUnion Scores for Model Development or Model Calibration. TransUnion Scores obtained in conjunction with Data Services under Section 4.3 for the purpose of model development or model calibration, may be used for model development or model calibration in compliance with the following conditions: (i) the TransUnion Scores may only be used as an independent variable in custom models; (ii) only the raw depersonalized TransUnion Score and TransUnion Score segment identifier may be used in modeling (i.e. no other TransUnion Score information may be used, including, but not limited to, adverse action reasons, documentation, or scorecards); and, (iii) Subscriber's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Subscriber, using TransUnion Scores, will be kept confidential and not disclosed to any third party except to: (a) Subscriber's third party processing agents and

other contractors of Subscriber who have executed an agreement that limits the use of the TransUnion Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (b) to governmental regulatory agencies; and/or, (c) as required by law. In no event may Subscriber reverse engineer the TransUnion Scores.

- 4.4.3 Confidentiality of TransUnion Scores. The TransUnion Score is proprietary to TransUnion and shall not be disclosed to any other third party without TransUnion's prior written consent, except as expressly permitted herein or where clearly required by law. All TransUnion Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person (as defined herein), except: (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those agents and contractors of Subscriber who have a need to know in connection with Subscriber's use of the TransUnion Scores as permitted hereunder and who have executed a written agreement that limits the use of the TransUnion Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the TransUnion Score, when in connection with an adverse action notice; (iv) to governmental regulatory agencies; (v) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g., securities) containing or based on obligations of the consumers to which the TransUnion Scores apply (e.g., mortgages, student loans, auto loans, credit cards), provided that (a) Subscriber may disclose TransUnion Scores only in aggregated formats (e.g., averages and comparative groupings) that do not reveal individual TransUnion Scores, (b) Subscriber shall not provide any information that would enable a recipient to identify the individuals to whom the TransUnion Scores apply, and (c) Subscriber shall enter into an agreement with each recipient that limits the use of the TransUnion Scores to evaluation of such assets or investments; or, (vi) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations and/or other reports derived from the TransUnion Scores without TransUnion's prior written consent. For the purpose of this Section 4.4.3, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section 4.4.3, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.
- 4.4.4 TransUnion Scores without score factors / adverse action codes. TransUnion Scores without score factors / adverse action codes may be made available to Subscriber in conjunction with Subscriber's request for Consumer Report Information. Subscriber hereby represents and warrants that when Subscriber requests TransUnion Scores without score factors / adverse action codes, Subscriber shall not use such TransUnion Scores, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or, (ii) except for prioritization of collection of a credit account, in connection with the collection of a credit account, where such use is consistent with the permissible purpose certified by Subscriber to obtain such TransUnion Score(s).
- 4.4.5 TransUnion Score Performance. Certain TransUnion Scores are implemented with standard minimum exclusion criteria. TransUnion shall not be liable to Subscriber for any claim, injury, or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such TransUnion Scores. TransUnion warrants that the scoring algorithms used in the computation of the scoring services provided under this Agreement ("Models"), are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the TransUnion Scores when applied to the population for which they were developed, and that no scoring algorithm used by a TransUnion Score uses a "prohibited basis" as defined in ECOA and Reg. B promulgated thereunder. The TransUnion Score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 4.5 Third Party Scores and Other Third Party Services. TransUnion has the capability to offer certain non-TransUnion owned scores derived from models built jointly with third parties, and other services provided by third parties, which are subject to separate warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to a separate agreement or pursuant to an addendum or Exhibit to this Agreement. For the avoidance of doubt, those FICO Scores provided by TransUnion to Subscriber pursuant to Exhibit B are third party scores and do not constitute TransUnion-owned Services.
- 4.6 OFAC Name Screen. TransUnion, as a stand-alone service, in conjunction with Consumer Report Information or as an append to an ancillary service, has the capability to offer an indicator in the event a

consumer's name, as supplied by Subscriber to TransUnion on input and not as may be found on TransUnion's database(s), appears on the United States Department of Treasury Office of Foreign Asset Control File ("OFAC File"). In the event Subscriber obtains OFAC Name Screen services from TransUnion in conjunction with Consumer Report Information or as an append to an ancillary service, Subscriber shall be solely responsible for taking any action that may be required by federal law as a result of a potential match to the OFAC File, and shall not deny or otherwise take any adverse action against any consumer which is based, in whole or in part, on TransUnion's OFAC Name Screen services.

## **5. Additional Terms and Conditions.**

- 5.1 **Confidentiality.** Subscriber shall hold all Services Information in confidence and shall not disclose such information, in whole or in part, to any person except: (i) as required by law (e.g., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TransUnion with ten (10) days prior written notice before the disclosure of such information pursuant to this Section 5.1; (ii) its employees that have a need to know in connection with its use of the Services Information as permitted under this Agreement; or, (iii) its authorized agents who have a need to know in connection with its use of the Services Information as permitted under this Agreement and who are bound by written obligations sufficient to limit use of such Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. However, none of the foregoing restrictions shall prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action. Moreover, information provided by TransUnion in connection with information security, due diligence, or similar Subscriber questionnaire(s) shall be deemed TransUnion confidential information and maintained confidential by Subscriber in the same manner as Services Information. The foregoing obligations of confidentiality with respect to Services Information shall in all instances prevail over contrary or less stringent obligations of confidentiality entered between the parties.
- 5.2 **Safeguards.** Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") designed to: (i) ensure the security and confidentiality of non-public personal information as such term is defined under GLB ("NPI"); (ii) protect against anticipated threats or hazards to the security or integrity of NPI; and, (iii) protect against unauthorized access or use of NPI that could result in substantial harm or inconvenience to any consumer. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the NPI from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring any Subscriber intentional deletion, destruction and/or disposal of NPI (whether in paper, electronic, or any other form, and regardless of medium on which such NPI is stored) is performed in a manner so as to reasonably prevent its misappropriation or other unauthorized use including, but not limited to, cross-shredding printed information and pulverizing or incinerating tapes, disks and other such non-paper media.
- 5.3 **Authorized Requests.** Subscriber shall use the Services and Services Information: (i) solely for the Subscriber's certified use(s); (ii) solely for Subscriber's exclusive one-time use; and, (iii) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by Subscriber's designated and authorized employees and agents having a need to know and only to the extent necessary to enable Subscriber to use the Services and Services Information in accordance with this Agreement, and, with respect to agents, only by those who are bound by written obligations sufficient to limit use of such Services and Services Information strictly for Subscriber's benefit in accordance with the use and other restrictions contained in this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees and agents shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.
- 5.4 **Rights to Services.** Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services and Services Information, or any confidential or proprietary criteria developed or used by TransUnion relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement the entire right, title and interest in and to the Services and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created by TransUnion in its performance of the Services, shall at all times vest exclusively in TransUnion. TransUnion reserves all rights not explicitly granted to Subscriber under this Agreement. Subscriber acknowledges that any misappropriation or threatened misappropriation of TransUnion's rights in and to the Services and other TransUnion intellectual property, or any breach or threatened breach of the foregoing restrictions, may cause immediate and irreparable injury to TransUnion,

and in such event, TransUnion shall be entitled to seek injunctive relief, without the necessity to post bond, in addition to any and all other remedies available at law or in equity. Nothing stated herein will be construed to limit any other remedies available to TransUnion under this Agreement including, but not limited to suspension and/or termination.

- 5.5 Compliance with Laws. Each party hereto shall be responsible for its own compliance with all applicable federal and state legislation, regulations and judicial actions, including, but not limited to, FCRA, GLB and all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, as now or as may become effective, to which it is subject. Changes in the performance of TransUnion's obligations under this Agreement necessitated by TransUnion's good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement.

Data provided by TransUnion as part of Services may include information obtained from the Death Master File ("DMF") made available by the US Department of Commerce National Technical Information Service and subject to regulations found at 15 CFR Part 1110. Subscriber shall comply with all applicable laws including, with respect to DMF data, 15 CFR Part 1110. Recipients of DMF data that fail to comply with 15 CFR Part 1110 may be subject to, among other things, penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

- 5.6 Fees and Payments. Subscriber agrees to pay the fees and charges for Services provided to Subscriber under this Agreement. Such pricing is hereby incorporated into this Agreement by reference. Any periodic and/or minimum Subscriber fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement. TransUnion reserves the right to change the fees and charges from time to time, but no change in such charges shall become effective as to the Subscriber earlier than thirty (30) days after written notice thereof shall have been given by TransUnion to Subscriber. Subscriber shall also pay all the cost of all media, media shipping, and insurance costs, taxes, duties and/or other charges of any kind imposed by any federal, state, or local governmental entity for the Services, Services Information, or both, provided under this Agreement. However, Subscriber shall not be responsible for taxes imposed upon TransUnion by any federal, state or local authority against the gross income of TransUnion.

- 5.6.1 In addition, in the event that TransUnion's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TransUnion may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TransUnion's customers; (ii) TransUnion will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and, (iii) any surcharge will be applied only to Services pertaining to consumers in the geographic area affected by the law, ordinance or other regulatory, administrative or governmental ordinance or other regulatory, administrative or governmental act. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.

- 5.6.2 TransUnion shall provide invoices to Subscriber and Subscriber shall pay such invoices within thirty (30) days of the invoice date. Without limiting any of TransUnion's remedies for non-payment or late payment of invoices, invoices which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.

- 5.7 Term, Termination and Survival. The term of this Agreement shall commence upon the Effective Date and shall remain in effect until terminated by any party hereto for any reason whatsoever by providing thirty (30) days prior written notification to the other party. Moreover, without limiting any other remedies to which either party may be entitled, if a party, in good faith, determines that the other party has materially breached any of its obligations under this Agreement, such party shall provide written notice to the other party of such determination. The breaching party shall have thirty (30) days to cure any alleged breach, provided that such breach is curable. If the breaching party fails to cure within thirty (30) days of receiving such written notice or if such breach is not curable, the non-breaching party shall have the right to immediately suspend its performance, in whole or in part, under this Agreement, immediately terminate this Agreement, or both.

- 5.7.1 The foregoing notwithstanding, TransUnion reserves the right, at TransUnion's sole option, to immediately suspend its performance, in whole or in part, under this Agreement, or immediately terminate this Agreement, if TransUnion, in good faith and in its sole discretion, determines that: (i) the requirements of any law, regulations and/or judicial action have not been met; (ii) as a result of any new, or changes in existing, laws, regulations, and/or judicial actions, that the requirements of any law, regulation and/or judicial action will not be met; (iii) the use of the Services is the subject of litigation or threatened litigation by any governmental agency; (iv) any product, process, or both, including, without limitation, any software, information, data, or

other material, as well as any intellectual property rights embodied by any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, TransUnion), and necessary (as reasonably demonstrated by TransUnion) for the provision of the Services to Subscriber is/are enjoined, likely to be enjoined (in TransUnion's counsel's written opinion), or the licenses thereto is/are otherwise terminated by the licensing entity; and/or, (v) any combination of the foregoing.

5.7.2 With the exception of TransUnion's obligation, if any, to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TransUnion through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.

## 5.8 Warranty.

5.8.1 **TransUnion Limited Warranty.** TransUnion represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. In the event of any breach of this warranty, TransUnion shall exercise commercially reasonable efforts to re-perform the applicable Services which are not in compliance with the above warranty, provided that: (i) TransUnion receives written notice of such breach within ten (10) days after performance of the applicable Services; and (ii) the Services are able to be re-performed. TransUnion, in the event it cannot re-perform such Services, shall refund the fees paid by Subscriber for the applicable Services which are not in compliance with the above warranty. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TRANSUNION'S SOLE AND EXCLUSIVE OBLIGATION, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY IS AS SET FORTH IN THIS SECTION 5.8.1. TRANSUNION DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 5.8.1 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF TRANSUNION IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.**

5.8.2 Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give to TransUnion the rights set forth in this Agreement; and, (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TransUnion, and to allow TransUnion to provide the same to TransUnion's subcontractors, for use in performance of the Services.

5.9 Joint Efforts with Respect to Defenses. The parties anticipate the nature of their relationship under this Agreement will present various common legal and factual issues in the event the parties are subject to third party claims arising from this Agreement, thus making it essential or advisable to engage in joint efforts with respect to the defense of any such claim(s). In this regard, the parties agree to work together in good faith with respect to the defense of any such claim(s) without waiving applicable rules of privilege and confidentiality.

5.10 Indemnification for Intellectual Property Infringement. TransUnion, subject to the limitations of liability contained herein, will defend and indemnify Subscriber against a third party claim that any TransUnion-owned Services infringe a United States patent, copyright, trademark, trade secret or other United States intellectual property rights of a third party, provided that: (i) Subscriber gives TransUnion prompt written notice of any such claim of which it has knowledge; (ii) TransUnion is given full control over the defense of such claim and all related settlement negotiations; and, (iii) Subscriber provides TransUnion with the assistance, information and authority necessary to perform TransUnion's obligations under this Section 5.10. Reasonable out-of-pocket expenses incurred by Subscriber in providing such assistance will be reimbursed by TransUnion.

If any such claim of infringement has occurred or in TransUnion's opinion is likely to occur, then TransUnion may, at its option and expense: (i) use commercially reasonable efforts to procure for Subscriber the right to use the infringing Services; (ii) replace or modify the infringing portion of the Services so that it is no longer subject to any infringement claim, or, (iii) if the foregoing, in TransUnion's reasonable determination, is not practicable, TransUnion shall so notify Subscriber of such determination and Subscriber shall have the right to immediately terminate this Agreement. TransUnion shall have no obligation under this Section 5.10 to indemnify or defend Subscriber against a lawsuit or claim of infringement to the extent any such claim or lawsuit results from: (i) other material which is combined with or incorporated into the Services; (ii) any substantial changes or alterations to the information provided as part of the Services by Subscriber; (iii) any misuse or unauthorized use of the Services which, but for Subscriber's misuse or unauthorized use of the Services, such claim would not have occurred; or, (iv) required compliance by TransUnion with design

documentation or specifications originating with, specified by or furnished by or on behalf of Subscriber. **THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY OF TRANSUNION AND THE SOLE AND EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY PROCEEDINGS, CLAIMS, DEMANDS, LOSS, DAMAGE OR EXPENSES INCURRED BY SUBSCRIBER RELATING TO THE INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RESULTING FROM THE SERVICES AND THIS AGREEMENT.**

- 5.11 **Limitation of Liability.** TRANSUNION'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY TRANSUNION ARISING FROM TRANSUNION'S NEGLIGENCE SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME. SUBSCRIBER'S SOLE LIABILITY, AND TRANSUNION'S SOLE REMEDY, FOR BREACHES OF THIS AGREEMENT BY SUBSCRIBER ARISING FROM SUBSCRIBER'S NEGLIGENCE SHALL BE CAPPED AT THE FEES BILLED UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE CLAIM. FOR ALL OTHER CLAIMS BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF SUCH OTHER PARTY'S BREACH OF THIS AGREEMENT, THE CULPABLE PARTY'S AGGREGATE TOTAL LIABILITY SHALL BE CAPPED AT SIX (6) TIMES THE AVERAGE MONTHLY FEES BILLED UNDER THIS AGREEMENT PRIOR TO THE FIRST SUCH CLAIM ARISING.
- 5.11.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.11.2 ADDITIONALLY, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED, AND (II) IN NO EVENT SHALL ANY OF THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT APPLY TO LIMIT SUBSCRIBER'S LIABILITY TO PAY FEES AND CHARGES.
- 5.12 **Assignment and Subcontracting.** Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TransUnion may assign or transfer this Agreement to a wholly-owned subsidiary, in the event of a purchase of substantially all of TransUnion's assets, or in the event of a corporate form reorganization (e.g., LLC to C-Corporation), and Subscriber may assign or transfer its rights and/or obligations under this Agreement to any Affiliate of Subscriber identified on Exhibit A attached hereto. Moreover, TransUnion shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TransUnion under this Agreement; provided however, that such subcontracting shall not relieve TransUnion of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TransUnion's licensors, subcontractors and agents.
- 5.13 **Security.** Subscriber represents and warrants that: (i) all TransUnion-supplied identification codes (each a "User ID") and associated passwords (each a "Password") shall be kept confidential and secure (e.g., Subscriber shall ensure that Passwords are not stored on any desktop and/or portable workstation/terminal nor other storage and retrieval system and/or media, that Internet browser caching functionality is not used to store Passwords and that appropriate firewalls or other electronic barriers are in place); and, (ii) each User ID and Password shall be used solely by individuals Subscriber has authorized to use such User IDs and Passwords. In the event of any unauthorized use, misappropriation or other compromise of User IDs and/or Passwords, Subscriber shall promptly (but in no event later than forty-eight (48) hours after the occurrence of any of the foregoing) notify TransUnion by phone and in writing.

Subscriber shall fully cooperate with TransUnion in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any NPI or Consumer Report Information. Such cooperation shall include, but not necessarily be limited to, allowing TransUnion to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized use or disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized use or disclosure. Subscriber agrees, that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber

shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without TransUnion's prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TransUnion trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TransUnion.

- 5.14 In the event Subscriber will utilize a third party intermediary or other agent or contractor for the purpose of transmitting requests for, receiving, archiving, storing, hosting, or otherwise performing processing of any kind related to, Services and/or Services Information, Subscriber shall ensure it has first entered into an agreement with such third party consistent with the requirements of this Agreement and prohibiting such third party's use of, and access to, the Services and Services Information for any purpose other than to the extent necessary to provide such services to Subscriber in compliance with the terms of this Agreement; provided, however, Subscriber shall not be permitted to engage a third party for such purposes without first obtaining TransUnion's written permission if such third party is one of the following entities or any of their affiliates: Experian Information Solutions, Inc., Equifax, Inc., Innovis Data Solutions, Inc., Fair Isaac Corporation, LexisNexis, ID Analytics, Inc., Clarity Services, Inc., Dun & Bradstreet, Inc., DataX Ltd., Argus Information and Advisory Services, LLC, Verisk Analytics, Inc., PayNet, Inc., Corelogic, Inc., MicroBilt Corporation/PRBC, or any other entity that TransUnion deems to be its competitor. Subscriber shall be solely liable for such third parties' actions or omissions, including, but not limited to, any misappropriation or other compromise of User IDs and/or Passwords, any misappropriation and/or unauthorized disclosure of Services Information (including, but not limited to, consumer credit information), any security breaches, or any misuse of the Services Information in violation of this Agreement or applicable law. Furthermore, Subscriber understands and agrees that its third party intermediaries, agents and/or contractors shall not be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against TransUnion in respect of any claim based upon any actual or alleged failure to perform under this Agreement.
- 5.15 No Waiver. No failure or successive failures on the part of either party, or its respective successors or permitted assigns, to enforce any covenant or agreement, and no waiver or successive waivers on the part of either party, or its respective successors or permitted assigns, of any condition of this Agreement, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party, its respective successors or permitted assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or permitted assigns.
- 5.16 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between TransUnion and Subscriber. Moreover, no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party.
- 5.17 Construction and Severability. All references in this Agreement to the singular shall include the plural where applicable. Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 5.18 Force Majeure. Neither party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workers; failure of utilities; laws, regulations or other orders of public authorities; military action, state of war, acts of terrorism, or other national emergency; fire or flood. The party affected by any such force majeure event or occurrence shall give the other party written notice of said event or occurrence within five (5) business days of such event or occurrence.
- 5.19 Audit Rights. During the term of this Agreement and for a period of three (3) years thereafter, TransUnion may, upon reasonable notice and during normal business hours, audit Subscriber's policies, procedures and records which pertain to this Agreement to ensure compliance with this Agreement.
- 5.20 No Presumption against Drafter. Each of the parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 5.21 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois regardless of the laws that might otherwise govern under applicable Illinois principles of conflicts of law.

- 5.22 **Trademarks.** Both Subscriber and TransUnion shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Such party, from whom approval is being requested, shall not unreasonably withhold its approval. Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that: (i) the other party's Marks are and shall remain the sole properties of the other party; (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks; and, (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, TransUnion shall have the right to disclose to third parties Subscriber's Marks to the extent they appear in consumer credit reports containing Subscriber's account information and/or inquiries without the prior written approval of Subscriber.
- 5.23 **CFPB Notices.** By signing this Agreement, Subscriber acknowledges receipt of a copy of the Consumer Financial Protection Bureau's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA". Any future updates to the forgoing notices will be accessible by Subscriber on TransUnion's website.
- 5.24 **Entire Agreement.** THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TRANSUNION AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. THIS AGREEMENT SHALL NOT BE BINDING ON EITHER PARTY UNTIL SIGNED BY TRANSUNION. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF SUBSCRIBER HAS DIRECT KNOWLEDGE OF ALL FACTS CERTIFIED AND THE AUTHORITY TO BIND SUBSCRIBER TO THE TERMS OF THIS AGREEMENT.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile or other electronic transmission of an unmodified image (e.g., transmission in a portable document format "pdf") of this fully executed Agreement shall constitute an original and legally binding document.

**TRANS UNION LLC**

WESTMONT POLICE DEPARTMENT  
Subscriber Name

By: \_\_\_\_\_  
TransUnion Representative

By: \_\_\_\_\_  
Subscriber Representative

\_\_\_\_\_  
Name and Title of Signer (please print)

\_\_\_\_\_  
Name and Title of Signer (please print)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Subscriber Code Number Assigned

**EXHIBIT A**  
**AFFILIATES**

Affiliates means, with respect to Subscriber, any entity at any time controlling, controlled by or under common control with such Subscriber, where such control means: (i) for corporate entities, direct ownership of 51% or more of the stock or shares entitled to vote for the election of the board of directors or other governing body of the entity; and, (ii) for non-corporate entities, direct ownership of 51% or more of the equity interest. Subscriber has such Affiliates, as listed on this Exhibit A, which Affiliates are authorized by Subscriber to access TransUnion consumer credit reports and/or ancillary services under Subscriber's code(s), pursuant to the terms and conditions of the Master Agreement. Subscriber shall notify TransUnion in writing of any additions to or deletions from this Exhibit A. Subscriber represents and warrants that it has the authority to enter into this Agreement on behalf of its Affiliates. Moreover, Subscriber represents and warrants that it shall insure that it has appropriate legal authority from each such Affiliate that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber certifies that all Affiliates participating under the Master Agreement shall be instructed as to their obligations under the Master Agreement, including but not limited to the certification of permissible purpose contained therein, if applicable. Therefore, Subscriber and each Affiliate shall be jointly and severally liable under the terms of this Agreement.

In the event Subscriber, or subsequently any Affiliate, assigns this Agreement to an Affiliate, then upon any and each such assignment, such assignee Affiliate hereby represents and warrants that it has the authority to assume all rights and obligations under this Agreement on behalf of itself and all other Affiliates listed below and that such assignee Affiliate further represents and warrants that it shall insure that it has appropriate legal authority from each of its Affiliates listed below that binds each such Affiliate to the provisions of this Agreement, including, without limitation, all attachments hereto, as if each such Affiliate were a signatory to this Agreement. Subscriber (or any such Affiliate, as applicable) shall promptly notify TransUnion in writing of any and each such assignment.

Date: 2/20/2020

Subscriber Name: WESTMONT POLICE DEPARTMENT

**Affiliate Name**

**Physical Address, City, State and Zip Code**

**EXHIBIT B**  
**FAIR ISAAC SCORES**

This Exhibit for Fair Isaac Scores is entered into pursuant to the terms of that certain TransUnion Master Agreement for Consumer Reporting and Ancillary Services entered between TransUnion and Subscriber. In the event of a conflict between this Exhibit and the Agreement, the terms of this Exhibit shall govern solely with respect to FICO Scores.

1. This Exhibit governs the use by Subscriber of credit risk scores or insurance risk scores of Fair Isaac Corporation ("Fair Isaac") ("FICO Scores") Subscriber receives from TransUnion. From time to time, Subscriber may request that TransUnion provide FICO Scores (other than Archive Scores, as defined below), and TransUnion agrees to perform such processing as reasonably practicable, for each one of the following purposes requested: (a) in connection with the review of an on-line consumer report it is obtaining from TransUnion; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (c) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (d) for use as a selection criteria to deliver a list of names to Subscriber, or Subscriber's designated third party processor agent, for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (e) [with respect to the insurance risk scores only], for use in connection with the underwriting of insurance involving the consumer. Subscriber shall use each such FICO Score only once and, with respect to FICO Scores other than Archive Scores, only in accordance with the permissible purpose under the FCRA for which Subscriber obtained the FICO Scores. Subscriber may store FICO Scores solely as required for regulatory compliance purposes and in no event shall Subscriber use such stored FICO Scores for any purpose whatsoever; provided, however, Subscriber may use for its internal Tracking purposes stored FICO Scores that have been provided to it for prescreening purposes under subsection (d) above. "Tracking" means the use of FICO Scores that were generated as part of the particular prescreening program for prospects who are provided with a firm offer of credit or insurance, solely: (y) in conjunction with processing responses from such prospects who wish to accept the prescreen firm offer of credit or insurance; and (z) for analysis performed to measure the results and success level of the solicitation program for which such FICO Scores were generated, including, but not limited to the FICO Score/response/non-response relationship.

2. Subscriber may also request that TransUnion provide FICO Scores that utilize archived, depersonalized, consumer report information ("Archive Scores") and TransUnion agrees to perform such processing as reasonably practicable. Subscriber shall use the Archive Scores solely to determine the validity of the FICO Scores for the benefit of Subscriber for the single project for which the Archive Scores were acquired, but for no other purpose and for no other entity. Determining validity of the FICO Scores consists solely of: (a) internal validation on Subscriber's own account performance data; (b) internal evaluation of the predictive strength of the FICO Scores as compared to other scores, (c) internal evaluation of the value of the FICO Scores as an internal component of custom models; and/or (d) establishing score cut-offs and strategies, as they relate to Subscriber's portfolios. Subscriber shall not make any attempt to link the Archive Scores to any information which identifies the individual consumers.

3. Subscriber acknowledges that the FICO Scores are proprietary to Fair Isaac and that Fair Isaac retains all intellectual property rights in the FICO Scores and the Model(s) (defined below) used by TransUnion to generate the FICO Scores. Fair Isaac grants to Subscriber, effective during the term of this Exhibit, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 or 2 above for which the FICO Scores were obtained, subject to the limitations set forth in this Exhibit, including, but not limited to the single use restrictions set forth above. Subscriber's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Subscriber hereby certifies that it will use each FICO Score (other than Archive Scores) only for a permissible purpose under the FCRA. Subscriber shall not attempt to discover, reverse engineer, or similar or emulate the functionality of the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted under this Exhibit, including, without limitation, for resale to third parties, model development, model validation (except as expressly set forth above in Paragraph 2 of this Exhibit), model benchmarking, model calibration or any other purpose that may result in the replacement of or discontinued use of the FICO Scores. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by TransUnion.

4. Subscriber shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than a consumer as expressly provided for below in this Section 4) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac provides written consent in advance of such disclosure; and/or (c) but only to the extent, such third party is Subscriber's designated third party agent (so long as such third party agent is not TransUnion, Experian, Equifax or VantageScore) only for the uses of FICO Scores as expressly permitted above in Section 1 or 2 for which the FICO Scores were obtained by Subscriber; provided however that in either event (i.e., (b) or (c) above), Subscriber may make such disclosure or in the event of (c), direct TransUnion to deliver FICO Scores to such third party agent, only after Subscriber has entered into an agreement with the third party agent that (i) limits use of the FICO Scores to only the use permitted to Subscriber hereunder; (ii) obligates the third party agent to otherwise comply with the terms of this Exhibit; and (iii) names Fair Isaac as an intended third

party beneficiary of such agreement. Subscriber shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes. For the avoidance of doubt, Subscriber's participation in any FICO "open access program" or any "scores on statements" type program requires the execution of the TransUnion Open Access amendment to this Exhibit.

5. Subject to conditions which follow, Fair Isaac warrants that, as delivered to TransUnion, the Models used to produce the FICO Scores delivered hereunder are empirically derived and demonstrably and statistically sound. These warranties are conditioned on: (a) Subscriber's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (b) Subscriber's compliance with all applicable federal, state and local laws pertaining to use of the FICO Scores, including Subscriber's duty (if any) to validate or revalidate the use of credit scoring systems under the Equal Credit Opportunity Act and its implementing Regulation B ("Reg. B") and (c) Subscriber's use of the FICO Scores otherwise remaining in compliance with the terms of this Exhibit. Fair Isaac also warrants that the credit scoring algorithm does not consider any "prohibited basis" as defined or restricted by Reg. B. FOR ANY BREACH OF THIS WARRANTY, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, AND FAIR ISAAC'S AND TRANSUNION'S ENTIRE LIABILITY, SHALL BE RECALCULATION OF THE FICO SCORES THAT FORMED THE BASIS OF SUCH BREACH. FAIR ISAAC AND TRANSUNION HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

6. IN NO EVENT SHALL SUBSCRIBER, TRANSUNION OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS EXHIBIT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO FAIR ISAAC'S OR TRANSUNION'S VIOLATION OF SUBSCRIBER'S INTELLECTUAL PROPERTY RIGHTS NOR SUBSCRIBER'S VIOLATION OF TRANSUNION'S OR FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING THE USE OR DISCLOSURE OF FICO SCORES IN VIOLATION OF THE TERMS OF THIS EXHIBIT). ADDITIONALLY, NEITHER TRANSUNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS EXHIBIT BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANSUNION'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY UNDER THIS EXHIBIT EXCEED THE AMOUNTS PAID UNDER THIS EXHIBIT DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

7. Upon prior written notice, Fair Isaac shall have the right to audit Subscriber to verify Subscriber's compliance with this Exhibit. Subscriber shall accommodate Fair Isaac in connection with such audit. Such accommodation shall include, but not be limited to on-site inspect of Subscriber's records, systems and such documentation as deemed reasonably necessary to demonstrate compliance with this Exhibit. TransUnion and Subscriber acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Subscriber further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

8. This Exhibit constitutes the entire agreement among the parties hereto and supersedes all prior agreements, whether oral or written, express or implied, with respect to the FICO Scores. This Exhibit may not be amended except by written instrument signed by the duly authorized representatives of all parties.

**Acknowledged:**

WESTMONT POLICE DEPARTMENT  
Subscriber Name

By: \_\_\_\_\_  
Subscriber Representative

\_\_\_\_\_  
Name and Title of Signer (please print)

# TransUnion Membership Document—Applicant's Permissible Purpose Certifications

Applicant (Legal business entity name): WESTMONT POLICE DEPARTMENT

*Applicant certifies that they shall request Consumer Report Information solely for the permissible purpose(s) permitted under the FCRA, based on their certifications below.*

## Consumer Report Information—Permissible Purpose(s), please check selection(s)

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer.
- In connection with the underwriting of insurance involving the consumer.
- Pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information and will contain at a minimum the subject's name, address, Social Security number (where available) and signature. Subscriber further agrees to retain copies of all such written authorizations for a minimum of five (5) years from the date of inquiry and make such written authorizations available to TransUnion upon request. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report or to any other third party, and Subscriber expressly agrees to refrain from such conduct.
- For employment purposes, in which case Subscriber shall request only a TransUnion service expressly designed for employment purposes ("Employment Report"). Subscriber further certifies that it shall not request an Employment Report unless and subject to the following conditions:
- A. A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report Information is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
  - B. The consumer has authorized in writing the procurement of the Employment Report;
  - C. Information from the Employment Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation;
  - D. The Employment Report will only be used once; and,
  - E. Before taking adverse action in whole or in part based on the Employment Report, Subscriber shall provide the consumer with a copy of the Employment Report and shall provide the consumer with a copy of the consumer's rights, in the format approved by the Consumer

Financial Protection Bureau ("CFPB"), which form notice shall be supplied to Subscriber by TransUnion either with each report, or one time in print format, in which case Subscriber agrees to duplicate and provide said form notice to the consumer as required hereunder.

- To use the Consumer Information as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risks associated with an existing credit obligation.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information in connection with a business transaction that is initiated by a consumer.
- To use the Consumer Report Information in connection with Subscriber's legitimate business need for the information to review an account to determine whether the consumer continues to meet the terms of the account.
- To use the Consumer Report Information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
- Subscriber is the head of a state or local child support enforcement agency (or state or local government official authorized by the head of such an agency), and on each request the Subscriber certifies that:
- A. The Consumer Report is needed for the purpose of establishing an individual's capacity to make child support payments, determining the appropriate level of such payments, or enforcing a child support order, award, agreement, or judgment
  - B. The parentage of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws); and
  - C. The Consumer Report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.
- Subscriber is an agency administering a state plan under section 654 of the Social Security Act (42 U.S.C. § 654) for use to set an initial or modified child support award.

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

Print name: \_\_\_\_\_

**ADDENDUM TO TRANSUNION MASTER AGREEMENT FOR  
CONSUMER REPORTING AND ANCILLARY SERVICES**

THIS ADDENDUM (“Addendum”) to the Transunion Master Agreement for Consumer Reporting and Ancillary Services (“Agreement”) is dated May 1, 2020, and is entered into between Trans Union LLC (“TransUnion”) and the Village of Westmont Police Department (“Subscriber”)(TransUnion and Subscriber may be individually referred to herein as a “Party” and may be collectively referred to herein as the “Parties”).

WHEREAS, the Parties are subject to the Agreement which is dated May 1, 2020; and

WHEREAS, the Parties desire to amend the terms of the Agreement as set forth herein.

NOW, THEREFORE, in exchange of the mutual promises, covenants and consideration set forth in the Agreement and set forth herein, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

Section 5.1: Section 5.1 of the Agreement is modified as follows:

TransUnion acknowledges that Subscriber, as an Illinois public body, is subject to the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.* (“FOIA”). Subscriber shall not produce to a third party in response to a FOIA request any information received from TransUnion which is marked as confidential or which is identified as confidential in the Agreement, to the extent that such non-disclosure is permitted under FOIA. In the event that Subscriber is uncertain whether certain information requested in a FOIA request is confidential information of TransUnion, Subscriber shall immediately notify TransUnion of the information sought by the FOIA request, and TransUnion shall respond within five (5) business days of its receipt of such request by Subscriber as to whether the information sought is confidential or not. Subscriber shall not be in default of this Agreement if it is compelled to produce information pursuant to a FOIA request that TransUnion claims is confidential as the result of an opinion of the Illinois Attorney General Public Access Counselor or as the result of a court order.

Section 5.6: Section 5.6 of the Agreement is modified as follows:

The pricing for TransUnion’s Services as of the Effective Date are set forth in the TransUnion Law Enforcement Pricing Schedule attached hereto as Exhibit “A” and incorporated herein, and such pricing is subject to change as set forth in the Agreement.

As a local governmental entity which is exempt from taxation, Subscriber shall not be liable for payment of any taxes or assessments of any kind issued or assessed by any federal, state or local government in any manner related to the Services or the Services Information, or both.

Section 5.6.2: Section 5.6.2 of the Agreement is modified as follows:

The approval and payment of invoices and any interest charged due to late payments or non-payment are subject to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

Section 5.9: Section 5.9 of the Agreement is modified as follows:

The agreement to cooperate in the defense of such claims is subject to any conflict of interest rules which may prohibit such cooperation.

Section 5.21: Section 5.21 of the Agreement is modified as follows:

The venue for any litigation between the Parties arising out of the Agreement shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, as to State claims, and shall be the federal court of the Northern District of Illinois, Eastern Division, as to any federal claims.

Section 5.22: Section 5.22 of the Agreement is modified as follows:

Notwithstanding the above language, TransUnion shall not use Subscriber's name or Marks, or other images, photographs or similar information or depictions of Subscriber on or in TransUnion's website, or in any advertising, promotion or publicity materials.

Miscellaneous: All terms, conditions and exhibits of the Agreement not amended or modified by this Addendum shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Addendum and the terms, conditions and exhibits of the Agreement, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, the Parties have executed this Addendum by their respective duly authorized representatives as of the date first written above.

**TRANS UNION LLC**

**VILLAGE OF WESTMONT POLICE  
DEPARTMENT**

By: \_\_\_\_\_  
TransUnion Representative

By: \_\_\_\_\_  
Subscriber Representative

\_\_\_\_\_  
Name and Title of Signer (Please Print)

\_\_\_\_\_  
Name and Title of Signer (Please Print)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**EXHIBIT "A"**

**TRANSUNION LAW ENFORCEMENT PRICING SCHEDULE**

# TLOxp Transactional Pricing Schedule: **Law Enforcement**

We offer flexible options and competitive pricing to match your organization's needs. As an alternative to Transactional pricing\*, TLOxp® Per-seat and Flat-rate pricing plans offer volume discounts for agencies seeking a predictable monthly investment.

People	
Searches	
Advanced	\$0.30
Expert Plus	\$0.30
Expanded Expert	\$0.30
Deceased	FREE
Phones	
411+	\$0.30
Super Reverse Phone Lookup ⓘ	\$0.30
Licenses	
Driver's License	\$0.30
Professional Licenses	\$0.30
Pilot Licenses	\$0.30
Voter Registrations	\$0.30
Emails	\$0.30
Utilities	\$0.30
Social Media ⓘ	\$1.00
Global Watch List	\$0.30
Reports	
Comprehensive Report	\$6.00
Locate Report	\$2.00
Address Report	\$3.00
Relationship Report** ⓘ	\$5.00
Phone Report	\$3.00
Other	
Relationship Graph	\$0.30

Business Plus	
Searches	
US Business	\$0.30
US Corporations	\$0.30
World Business	\$0.30
UCC Filings	\$0.30
Phones/Business Phones	\$0.30
Reports	
Business Report	\$7.50

Criminal	
Reports	
Unified Criminals	\$0.30

Assets	
Searches	
Vehicles	\$0.30
Vehicles - Wildcard	\$0.30
Vessels	\$0.30
Properties	\$0.30
Property Assessments	\$0.30
Property Deeds	\$0.30

Courts	
Searches	
Foreclosures	\$0.30
Liens - Personal/Business	\$0.30
Judgments - Personal/Business	\$0.30
Bankruptcies	\$0.30
Evictions	\$0.30

California	
Searches	
Ultimate Weapon	\$3.00
Births	\$0.30
Equalization and ABC Licenses	\$0.30
Civil Filings	\$0.30
Corporations	\$0.30
Criminal Records	\$0.30
Deceased	\$0.30
Fictitious Business Names	\$0.30
Marriages	\$0.30
Professional Licenses	\$0.30
Property	\$0.30
UCC Filings	\$0.30

### PER-SEAT PRICING

Per-seat pricing provides unlimited usage on an individual basis.

### FLAT-RATE PRICING

Flat-rate pricing gives your organization the ability to lock in reduced pricing based on a monthly plan, regardless of the number of users on the plan.

Contact your account representative, call **800-856-5599** or email [tloxp@transunion.com](mailto:tloxp@transunion.com)

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 19-265456 **REVISED: JANUARY 2019**

# ***COLLECTION SERVICES AGREEMENT***

## ***Municipal Collections of America, Inc***

This COLLECTION SERVICES AGREEMENT (Agreement), made this \_\_\_ day of \_\_\_\_\_, 2020 by and between Municipal Collections of America, Inc, (MCOA) an Illinois corporation, and the Village of Westmont, Illinois (hereinafter referred to as THE MUNICIPALITY).

WHEREAS, THE MUNICIPALITY is a non-home rule municipality in the State of Illinois possessing all powers granted by Illinois law in accordance with such status, including powers to impose fines and penalties for the violation of its ordinances and certain statutes and to charge fees for the use of services it provides; and any default in the payment of a fine, penalty, or fee or other amount of money due and owing to THE MUNICIPALITY is a debt that may be collected by THE MUNICIPALITY; and

WHEREAS, MCOA is a duly licensed collection agency in the State of Illinois; and

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE MUNICIPALITY in collecting debts owed it (hereinafter referred to as Debts) through an effective collection process; and

WHEREAS, THE MUNICIPALITY may wish to list certain Debts with MCOA for collection from time to time, and MCOA may wish to accept such Debts for collection, as provided herein.

MCOA and THE MUNICIPALITY do hereby agree as follows:

### ***ARTICLE I***

1.1 MCOA agrees to provide debt collection services for THE MUNICIPALITY with respect to Debts listed and accepted for collection pursuant to this Agreement in accordance with all the terms, conditions, and provisions in this Agreement.

1.2 THE MUNICIPALITY agrees that any Debts it chooses, in its discretion, to list for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

1.3 All Debts THE MUNICIPALITY chooses to list for collection will be submitted to MCOA using the forms and procedures designated by MCOA.

1.4 MCOA retains the right to reject any Debt submitted for collection and will provide explanation for such action if taken.

1.5 MCOA will acknowledge receipt of any Debt submitted by THE MUNICIPALITY for collection within five (5) days thereof.

1.6 THE MUNICIPALITY will provide certified copies of any relevant documentation, deemed necessary by MCOA for use in its collection efforts, in a timely manner upon request of MCOA.

### ***ARTICLE II***

2.1 MCOA agrees to use its best efforts and any lawful means that, in its judgment and discretion, it believes will result in the collection of the Debts that are listed for collections.

2.2 Further, MCOA agrees that at all times while performing debt collection services for THE MUNICIPALITY it will: (A) maintain its good standing as a corporation with the Illinois Secretary of State; (B) maintain its collection agency license in good standing with the Illinois Department of Financial and Professional Regulation; (C) comply with all State and Federal laws and regulations applicable to debt collection.

### ***ARTICLE III***

3.1 No compensation will be payable to MCOA for services rendered under this Agreement unless money is collected on a listed Debt. Upon collection of a Debt by MCOA, MCOA shall be entitled to compensation for its services in collecting such Debt as follows:

3.1A With respect to Debts for which THE MUNICIPALITY may lawfully charge collection costs to the debtor, such as described in 65 ILCS 5/1-2-1 and other applicable provisions of State law, MCOA shall receive thirty-five percent (35%) of the balance, exclusive of any collection costs, collected on each such Debt (meaning that, in the event THE MUNICIPALITY has added a 35% collection cost to such a Debt before listing it with MCOA, MCOA's compensation shall be calculated on the balance paid net of the added collection costs).

3.1B With respect to Debts for which THE MUNICIPALITY may not lawfully charge collection costs to the debtor, MCOA shall receive twenty-five percent (25%) of the balance collected on each such Debt.

3.2 MCOA's collection of Debts through the Illinois Local Debt Recovery Program and the Illinois Debt Recovery Offset Portal (IDROP) shall be performed at no additional cost beyond the standard compensation detailed in Section 3.1 above.

3.3 MCOA shall deduct the compensation to which it is entitled pursuant to Section 3.1 above from the amounts collected on each Debt before remitting the balance of such amounts collected to THE MUNICIPALITY in accordance with Article IV below.

### ***ARTICLE IV***

4.1 Upon THE MUNICIPALITY submitting a Debt to MCOA for collection, and the acceptance of same by MCOA, MCOA shall have the exclusive right to collect the amounts owed on such Debt until such time as MCOA determines the Debt is uncollectable or THE MUNICIPALITY requests return of the Debt to THE MUNICIPALITY. Any inquiries concerning any Debt listed for collection by MCOA, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

4.2 MCOA will deposit any moneys collected on Debts in THE MUNICIPALITY'S separate bank trust account established for that purpose.

4.3 After deduction of its compensation in accordance with Section 3.3 above, MCOA shall forward to THE MUNICIPALITY the balance of any amounts collected on Debts. Remittance to THE MUNICIPALITY will be made by the 15<sup>th</sup> of the month for any amounts collected by the last day of the preceding month.

4.4 In the event that any funds are paid directly to THE MUNICIPALITY in satisfaction of a Debt that has been listed for collection with MCOA, THE MUNICIPALITY will report such payment to MCOA as soon as practicable for accounting under this Article.

### ***ARTICLE V***

5.1 THE MUNICIPALITY hereby authorizes MCOA to accept a negotiated settlement on any Debt listed for collection. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be for no less than 100% of the available balance of the Debt.

5.2 Should THE MUNICIPALITY make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any Debt listed for collection, then MCOA shall be entitled to receive its full compensation, as delineated in Article III hereof, based on the full amount of the Debt as listed. Any such compensation which may become due to MCOA under this Section 5.2 may be deducted by MCOA from its next remittance to THE MUNICIPALITY under Article IV.

## ***ARTICLE VI***

6.1 MCOA agrees to indemnify and hold THE MUNICIPALITY, its elected officials, officers, and employees harmless against any and all liability, costs and expenses including attorneys' fees, occasioned by claims or suits for loss or damages arising out of the acts of MCOA and its agents, servants or employees during the term of this Agreement. MCOA shall defend and indemnify THE MUNICIPALITY from any claim or action arising out of MCOA's performance or non-performance of its obligations under this Agreement, including but not limited to any violation of the Federal "Fair Debt Collection Practices Act," any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees.

6.2 THE MUNICIPALITY warrants and represents to MCOA that any Debt listed for collection will be a legal and valid debt owed to THE MUNICIPALITY; and THE MUNICIPALITY agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses including attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act" arising out of THE MUNICIPALITY'S breach of these warranties and representations.

## ***ARTICLE VII***

7.1 Until terminated in accordance with Section 7.2 below, this Agreement shall be effective for an initial period of twenty-four (24) months from the date first above written, and shall thereafter automatically renew, under the same terms and conditions, for successive periods of twelve (12) months each.

7.2 This Agreement may be terminated by either party, for any reason, by notice given in writing to the other party, at least sixty (60) days prior to termination.

7.3 However, in the event of termination of the Agreement by either party, THE MUNICIPALITY shall have the option of requesting MCOA to continue any outstanding collection efforts on Debts until the Debt is either collected in full or determined to be uncollectible under the terms of this Agreement.

7.4 Notwithstanding anything to the contrary herein, the provisions set forth above in Article VI shall survive termination or expiration of this Agreement.

## ***ARTICLE VIII***

8.1 At least once per year, MCOA will return to THE MUNICIPALITY such Debts that MCOA determines, in its sole judgment and discretion, to be uncollectible.

## ***ARTICLE IX***

9.1 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested, to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCOA,

Municipal Collections of America, Inc.  
3348 Ridge Road

Lansing, Illinois 60438

If to THE MUNICIPALITY, Village of Westmont  
31 W. Quincy Avenue  
Westmont, IL 60559  
Attn: Finance Director

## ***ARTICLE X***

10.1 This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

10.2 MCOA acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither MCOA nor its employees shall be deemed to be an employee of THE MUNICIPALITY for any reason whatsoever. Neither MCOA nor MCOA's employees shall be entitled to any employment rights or benefits from THE MUNICIPALITY whatsoever. Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Except as may be set forth in this Agreement, neither party has authority to bind the other party to any contract or obligation of any kind.

10.3 Notwithstanding anything to the contrary herein, any and all payments by THE MUNICIPALITY are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* (Act), and no payment will be made other than in accordance with that Act. Nothing in this Agreement shall be deemed a waiver by any party of the Act, and to the extent that any portion of this Agreement conflicts with the Act, the provisions of the Act control.

10.4 The interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Illinois, without regard to its choice-of-law rules.

10.5 The parties agree that any dispute arising out of or related to this Agreement shall be brought in Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, and the parties hereby consent to the jurisdiction of that Court.

10.6 No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision or condition of this Agreement.

10.7 If any clause, term or provision of this Agreement, or the application thereof to any individual, entity or circumstance, shall to any extent be deemed by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement and the application of such clause, term or provision to individuals, entities or circumstances other than those in respect of which it is invalid and unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

10.8 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instruments. For purposes of this Agreement, facsimile and email scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

**Municipal Collections of America, Inc.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE MUNICIPALITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_