



# CITY OF WOOD DALE

**NEXT ORDINANCE NUMBER: O-20- 002**

**NEXT RESOLUTION NUMBER: R-20- 08**

## **PUBLIC NOTICE OF CITY COUNCIL MEETING**

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, MARCH 5, 2020 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA  
CITY OF WOOD DALE, ILLINOIS  
REGULAR CITY COUNCIL MEETING  
MARCH 5, 2020

**I. CALL TO ORDER**

**II. ROLL CALL**

**Mayor Pulice**

**Alderman Catalano**

**Alderman Jakab**

**Alderman Messina**

**Alderman Sorrentino**

**Alderman Susmarski**

**Alderman Eugene Wesley**

**Alderman Roy Wesley**

**Alderman Woods**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF MINUTES**

A. February 20, 2020 Regular City Council Meeting Minutes

**V. COMMUNICATIONS AND PETITIONS**

*Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.*

A. Citizens To Be Heard

B. Written Communiques of Citizens to Be Heard

**VI. MAYOR'S REPORT**

- A. A Resolution to Approve the Closing of Irving Park Road – Illinois Route 19 for the Memorial Day Parade

**VII. CITY MANAGER'S REPORT**

**VIII. CONSENT AGENDA**

- A. Omnibus Vote
  - i. An Ordinance of the City of Wood Dale, DuPage County, Illinois, Amending Ordinance No. O-18-020, Authorizing the Acquisition through Condemnation of a Parcel Commonly Known as 310 E. Irving Park Road for the Purposes of Economic Development
  - ii. A Resolution Authorizing the Execution of an Agreement with Automated Merchant Systems (AMS) for Merchant Services

**IX. COMMITTEE CHAIRMAN REPORTS**

- A. Planning, Zoning And Building Committee
  - i. An Ordinance Approving and Causing Publication of the City of Wood Dale 2020 Official Zoning Map
  - ii. A Resolution Seeking to Approve an Agreement with Bannerville USA for the Purchase, Installation and Storage of Banners and Brackets, in the Not-to-Exceed Amount of \$40,000
- B. Public Health, Safety, Judiciary And Ethics Committee
- C. Public Works Committee
- D. Finance And Administration Committee
  - i. An Ordinance Authorizing and Providing for the Issuance Not to Exceed \$9,250,000 Aggregate Principal Amount General Obligation Bonds (Alternate Revenue Source), Series 2020A of the City of Wood Dale, DuPage County, Illinois, and for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on said Bonds

**X. OTHER BUSINESS**

- A. Airport Noise Report
- B. Stormwater Commission Report

**XI. APPROVAL OF LIST OF BILLS**

- i. List of Bills for March 5, 2020 - \$740,593.26

**XII. EXECUTIVE SESSION**

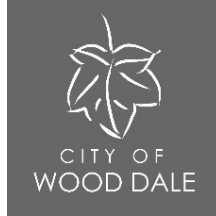
**XIII. ITEMS TO BE REFERRED**

**XIV. ITEMS FOR INFORMATION ONLY**

**XV. ADJOURNMENT**

**POSTED IN CITY HALL ON FEBRUARY 28, 2020 AT 4:00 PM**

Lynn Curiale, City Clerk



# CITY OF WOOD DALE

404 North Wood Dale Rd. • Wood Dale, Illinois • 60191

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MINUTES OF THE REGULAR CITY COUNCIL MEETING  
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS  
IN THE CITY ADMINISTRATION BUILDING  
February 20, 2020:

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:30 p.m. Upon roll call, the following were:

Present: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski E. Wesley and Woods

Absent: Alderman R. Wesley

Also Present: Mayor Pulice, Treasurer Porch, Legal Counsel Bond, City Manager Mermuys

Whereupon the Mayor declared a quorum present.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

Alderman E. Wesley made a motion, seconded by Alderman Susmarski, to approve the Regular City Council Minutes of February 6, 2020. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

IV. COMMUNICATIONS AND PETITIONS:

i. Citizens to be Heard  
None

ii. Written Communiqués of Citizens to Be Heard

The Wood Dale Historical Society thanked the City for its continued support and indicated the Programs that were benefited by the City's financial contribution. The Historical Society is requesting an additional \$5,000 to be applied toward roof improvements.

V. MAYOR'S REPORT

A. Appointment of Temporary City Clerk.

The Mayor acknowledged the vacancy in the Office of City Clerk resulting from the passing of City Clerk Shirley Siebert. The Mayor indicated that Clerk Siebert could not be replaced, however, he indicated that the vacant position needed to be filled. The Mayor considered the individuals who had expressed interest in the position and has selected a Member of the Community who has faithfully attended virtually every City Council Meeting and participates in City Events.

The Mayor indicated he was appointing Lynn Curiale to temporarily fill the vacancy in the Office of City Clerk.

On a motion by Alderman Catalano, seconded by Alderman Susmarski, to concur with the Mayor's appointment of Lynn Curiale to the Office of City Clerk. When the question was put, all Aldermen voted aye and the motion carried.

Legal Counsel Bond administered the Oath of Office to the newly appointed City Clerk, Lynn Curiale.

VI. CITY MANAGER'S REPORT

City Manager Mermuys reported:

- i. That the draft Budget has been provided to the Aldermen for their review and consideration. A copy of the draft Budget will be available for public inspection. The initial Budget Meeting is scheduled for Thursday, February 27, 2020, at a special time of 7:00 p.m.

VII. CONSENT AGENDA

A. Omnibus Vote

The Mayor questioned if there were any objections to the Consent Agenda. Hearing none and on a motion by Alderman Jakab, seconded by Alderman Susmarski, to approve the Consent Agenda, as presented. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods  
Nays: None

Whereupon the Mayor declared the motion carried, approving the following:

- i. Approval of the purchase of Community Service Officer vehicles #411 & 412 in an amount not to exceed \$53,910 from Roesch Ford
- ii. Approval of the purchase of an unmarked vehicle in an amount not to exceed \$33,933 from Currie Motors
- iii. A Resolution Authorizing the City of Wood Dale to Enter into an Agreement with HR Green for Professional Services for 5G/Small Cell Consulting in the Amount Not to Exceed \$14,221
- iv. Approval of Cost Share for the Lining of City Sanitary Sewer at 428 Knollwood Drive in Amount Not to Exceed \$14,221
- v. A Resolution Adopting the City of Wood Dale Complete Streets Policy

On a motion by Alderman Jakab, seconded by Alderman E. Wesley, to approve the individual Items on the Consent Agenda, including Items 1, 2, 3, 4 and 5. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods  
Nays: None

Whereupon the Mayor declared the motion carried.

VIII. COMMITTEE CHAIR REPORTS

A. **Planning, Zoning and Building Committee**

No Report

B. **Public Health, Safety, Judiciary and Ethics Committee**

No report

C. **Public Works Committee**

No Report

D. **Finance and Administration Committee**

No Report

IX. OTHER BUSINESS

A. Airport Noise Committee

No report

B. Stormwater Commission Report:

No report

X. APPROVAL OF LIST OF BILLS: February 20, 2020 - - \$ 1,321,443.27

On a motion by Alderman Woods, seconded by Alderman Susmarski, to approve the February 20, 2020 payment of the List of Bills, as adjusted to remove the A-Lamp item, totaling \$70,289.99 from the List of Bills for the total amount of **\$1,321,443.27** for the following:

• General Fund	\$ 242,847.55
• Road & Bridge Fund	\$ 5,224.19
• Motor Fuel Tax Fund	\$ 5,941.40
• Tourism Fund	\$ 100.00
• Narcotics Fund	\$ ---
• TIF District #1	\$ 2,304.53
• Capital Projects Fund	\$ 721,270.60
• Land Acquisition Fund	\$ ---
• Commuter Parking Lot Fund	\$ 1,293.14
• Sanitation Fund	\$ ---
• Water & Sewer Capital Projects	\$ 104,448.44
• Water & Sewer Fund	\$ 308,303.41
• CERF	---
• Special Service Area Fund	\$ ---

**Total of all Funds:** \$1,321,443.27  
**Total Number of Checks:** 71

When the question was put a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and  
Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XI. EXECUTIVE SESSION

None

XII. ITEMS TO BE REFERRED

None

XIII. ITEMS FOR INFORMATION ONLY

None

XIV. ADJOURNMENT

On a motion by Alderman Susmarski, seconded by Alderman Sorrentino, to adjourn the Regular Meeting of February 20, 2020. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the meeting adjourned at 7:45 p.m.

*Minutes Taken by Legal Counsel Bond*



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: March 5, 2020  
Subject: Wood Dale Memorial Day Parade  
Staff Contact: Maura Montalvo, Deputy City Clerk  
Department: City Clerk's Office

**TITLE:** A Resolution to Approve the Closing of Irving Park Road – Illinois Route 19 for the Memorial Day Parade

### **COMMITTEE ACTION FOLLOW-UP ITEMS:**

#### **RECOMMENDATION:**

Approve a resolution authorizing the closure of Irving Park Road between Addison Road and Wood Dale Road on May 28, 2018 for the Memorial Day Parade.

#### **BACKGROUND:**

The Memorial Day Parade has been a staple in the community for many years and each year the State requires the City Council to approve a resolution to allow for the closure of Irving Park Road.

#### **ANALYSIS:**

The passage of this resolution will allow us to finalize approval for the road closure with IDOT. The location of the closure is the same as previous parades for Irving Park Road. The City is working with DuPage DOT to receive approval for the Addison Road closure.

#### **DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Memorial Day Road Closure Map

**RESOLUTION NO. R-20-08**

**A RESOLUTION TO APPROVE THE CLOSING OF IRVING PARK ROAD – ILLINOIS ROUTE 19 FOR THE MEMORIAL DAY PARADE**

**WHEREAS**, the Veterans of Foreign Wars Tioga Post #2149 of the City of Wood Dale desires to hold their Memorial Day Parade on Illinois Route 19 on Monday, May 25, 2020 from 10:30 a.m. to 1:30 p.m.; and

**WHEREAS**, said parade will require the closing of Illinois Route 19 or Irving Park Road either partially or completely between Wood Dale Road and Addison Road; and

**WHEREAS**, the State of Illinois requires the City of Wood Dale to assume all responsibility and liability involved in the closing of said highway.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The City of Wood Dale will assume full responsibility for the direction, protection and regulation of traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of said State Route.

**SECTION 2:** The City of Wood Dale further agrees that efficient, all weather detours will be maintained conspicuously marked and judiciously police patrolled for the benefit of traffic deviated from the State Route.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **5<sup>th</sup> day of March, 2020.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

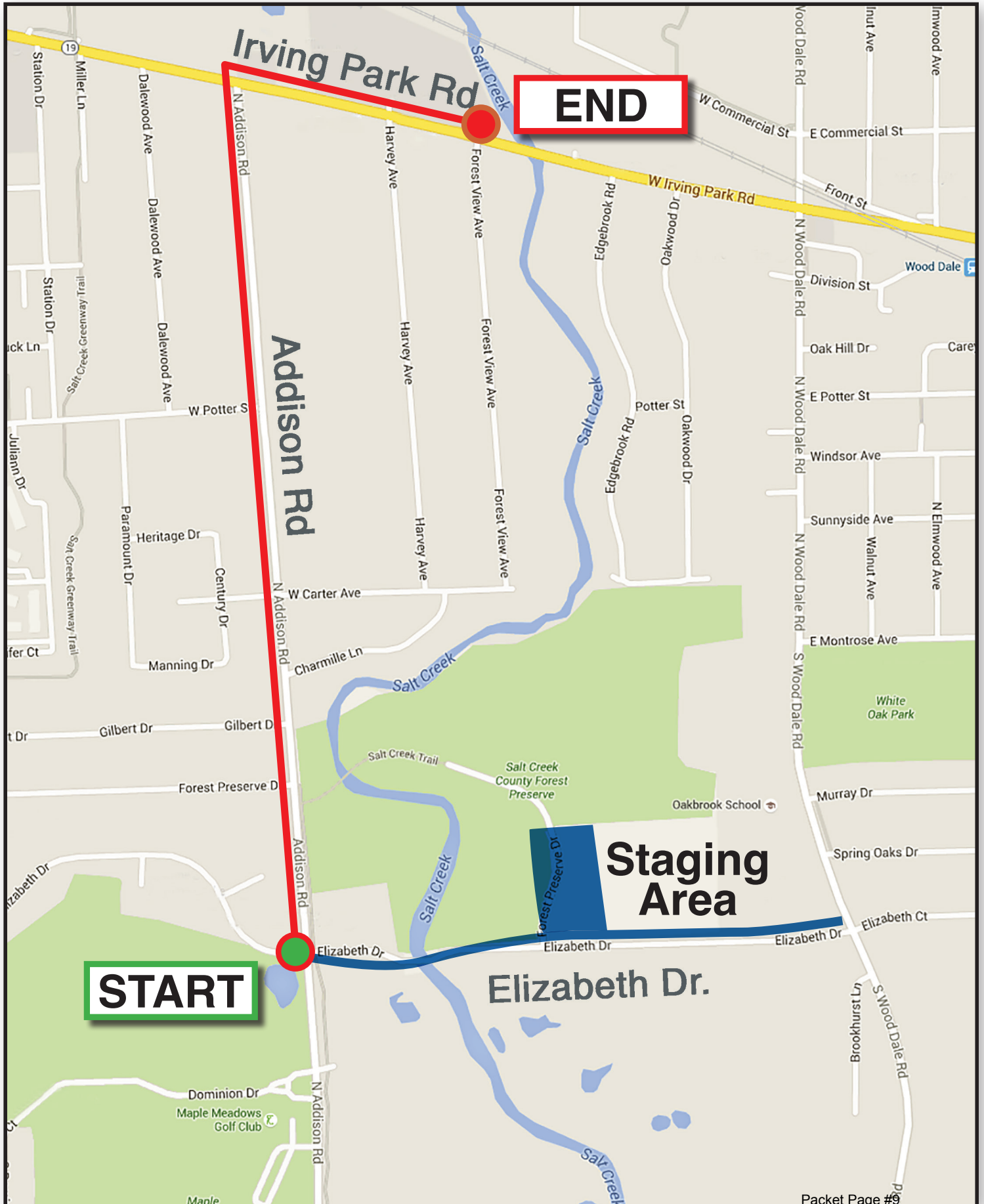
APPROVED this **5<sup>th</sup> day of March, 2020.**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk



# Wood Dale Memorial Day Parade Route



**ORDINANCE NO. O-20-002**

**AN ORDINANCE OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS,  
AMENDING ORDINANCE NO. O-18-020,  
AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION  
OF A PARCEL COMMONLY KNOWN AS 310 E. IRVING PARK ROAD  
FOR THE PURPOSES OF ECONOMIC DEVELOPMENT**

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses the full power and authority to approve, adopt and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, pertaining to the health, safety and welfare of the City in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, ; and

WHEREAS, the City is empowered to exercise the right of eminent domain by condemnation proceedings to acquire private property for public use, which includes property redevelopment, in accordance with 735 ILCS 30/5-5-5; and

WHEREAS, there exists a vacant parcel of land, with the common address of 310 E. Irving Park Road, Wood Dale, Illinois consisting of 25,398 square feet along Irving Park Road , (hereinafter referred to as the “Subject Property”); and

WHEREAS, the City ascertained the Owner of the Subject Property to be *310 Irving Park Property, LLC*, located at 6N565 Pine Street, Bensenville, Illinois (hereinafter referred to as the “Property Owner”); and

WHEREAS, the Subject Property was acquired by the Property Owner and the structure which existed on the Subject Property at the time of said acquisition was demolished by the Property Owner; and

WHEREAS, the Subject Property is currently zoned TCB, Town Center Business in the City’s Ordinance; and

WHEREAS, for purposes of property redevelopment, the City Council has determined that it is reasonable, necessary and in the public interest and welfare that the Subject Property bearing the common address of 310 E. Irving Park Road, Wood Dale, Illinois and which bears the P.I.N. 03-15-110-029, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference, should be acquired; and

WHEREAS, the City intends to acquire, own and control the Subject Property for the public purpose to be used for development , consistent with the Land Uses set forth in the City's Comprehensive Plan; and

WHEREAS, the City, by and through its Attorneys and Staff, has attempted in good faith to negotiate the purchase of the Subject Property by offering a price which is based upon information obtained from the City's Appraiser regarding the fair cash market value of the Subject Property; and

WHEREAS, the Property Owner has rejected the City's Offer, and, for this reason, the City has been unable to agree with the Property Owner concerning just compensation and good faith negotiations have been exhausted and have reached an impasse, as provided for by Illinois law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wood Dale, DuPage County, Illinois, in regular session assembled as follows:

SECTION ONE. The recitals set forth above are incorporated herein and made a part of this Ordinance.

SECTION TWO. The City Council has been informed of the history of negotiations to acquire the Subject Property and does hereby ratify all actions undertaken by the City Attorneys and Staff concerning the good faith negotiations for the acquisition of the Subject Property, and hereby finds that negotiations with the Property Owner have been exhausted and have reached an impasse, as defined by law.

SECTION THREE. It is reasonable, necessary and in the public interest and welfare that the City acquire, by condemnation, fee simple title to the Subject Property, legally described in Exhibit "A", for the purposes set forth herein.

SECTION FOUR. That the City, its Staff and its Attorneys, Bond Dickson & Conway, are hereby authorized to take the necessary steps by condemnation to acquire fee simple title to the Subject Property legally described in Exhibit "A."

SECTION FIVE. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 5th day of March, 2020

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 5th day of March, 2020

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

Published in pamphlet form \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTON**  
**310 E. Irving Park Road**  
**PIN: 03-15-110-029**

LOT 1 IN FORREST'S THIRD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1993 AS DOCUMENT R93209923, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 8, 1995 AS DOCUMENT R95-157856, IN DUPAGE COUNTY, ILLINOIS.



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: March 5, 2020  
Subject: Merchant Services Agreement  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** A Resolution Authorizing the Execution of an Agreement with Automated Merchant Systems (AMS) for Merchant Services

**COMMITTEE ACTION FOLLOW-UP ITEMS:** N/A

**RECOMMENDATION:** Approve the contract with AMS for merchant services (credit card processing) pending final legal review.

**BACKGROUND:** At the February 13<sup>th</sup> Committee meeting a motion was approved to use AMS for merchant services for those charges related to the City's new ERP system. The pricing is as staff was directed

**ANALYSIS:** The pricing is \$2 for non-EnerGov (permits and licenses) and a percentage fee on all permits and licenses. You will see on the pricing sheet a section for "eCheck", which at this time the City has little to no interest in pursuing; however, we were provided a price upfront (lock it in) if we were to want to implement at some point in the future.

The attached contract terms and conditions is the base of which legal is reviewing and finalizing with the vendor.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Terms and Conditions (contract)
- ✓ Pricing sign-off

**RESOLUTION NO. R-20-09**

A RESOLUTION authorizing the execution of an agreement with Automated Merchant Systems (AMS) for merchant services

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks Automated Merchant Services ("AMS") for merchant services processing; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of AMS, the Mayor and the City Council find AMS is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 5th day of March, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 5th day of March, 2020.

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk



This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

## BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third-party service providers (AMS and such third-party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

## OPERATIVE PROVISIONS

**1. Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

**2. Payment Brand Regulations.** All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at [www.americanexpress.com/dsr](http://www.americanexpress.com/dsr). Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your servicers' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third-party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third-party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all fines, charges, penalties, assessments and all other costs, expenses and indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third-party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, ISO and/or Member Bank to the extent that such Penalties are attributable to, arise out of, or are related to your (i) Card transaction processing or business, or (ii) your breach or alleged breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third-party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third-parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third-party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

**3. Fees.** The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon ten (10) days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) third-party fees and charges incurred by ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs"), for which you are responsible hereunder, and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third-Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third-parties regularly add new Third-Party Costs, change the rates for existing Third-Party Costs, or change the qualification criteria for existing Third-Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect Third-Party Costs.

**4. Card Transactions.** In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

### 5. Your Bank Account

- You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, for which you are responsible hereunder, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third-Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).
- All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third-Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.
- If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.
- If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.
- If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

### 6. Display of Service Marks, Advertising and Promotional Materials

- You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.
- You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.
- You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.
- Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.
- Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.
- All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

**7. Term.** This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of «ACCOUNT\_CONTRACT\_TERMS» following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Initial Term or any Renewal Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

**8. Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member

Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of forty five (45) consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequester or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

**9. Remedies Upon Event of Default.** Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

**10. Early Termination Fee.** For purposes of this Section 10, an "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees paid by you (or Service Fees collected by ISO, if applicable) during the preceding six (6) months (or shorter period if this Agreement has not been in effect for six (6) months), times the number of months, or portion thereof, remaining in the Term resulting from failure to provide timely termination notice as described in Section 7 of this Agreement. The parties intend that this Early Termination fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

**11. Change in Your Business.** You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

**12. Termination by You.** You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

**13. Credit Inquiries; Reporting; Financial Statements.** You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

**14. Representation and Warranties; Disclaimers.** You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD-PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

**15. CHOICE OF LAW; JURISDICTION; WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

**16. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR RESPONSIBILITY TO PAY PENALTIES AS DESCRIBED IN THIS AGREEMENT SHALL NOT BE LIMITED OR RESTRICTED UNDER ANY CIRCUMSTANCES, EVEN IF SUCH PENALTIES ARE DEEMED TO BE SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER APPLICABLE LAW.

**17. CONFIDENTIAL INFORMATION.** You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third-party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Agreement.

Terms in Section 18 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: [www.americanexpress.com/merchanttopguide](http://www.americanexpress.com/merchanttopguide). In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

**18. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.**

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third-Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third-party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third-party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third-parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at [www.americanexpress.com/merchanttopguide](http://www.americanexpress.com/merchanttopguide)) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

**19. ACH AND CHECK 21 TERMS AND CONDITIONS.**

- a. Services. With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check Images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.
- b. Definitions. The following terms used in this Section 19 shall have the meaning specified below:

"ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

"Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

"Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial Institution for debit or credit to the Customer's account.

"Check 21": The Check for the 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

"Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

"Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

"Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

"Image": The image that results from an electronic scan of a paper check by Merchant.

"NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

"Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

"Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

"Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

"Substitute Check": The electronic Image of a paper check, as defined in Check 21.

- c. Set-Up of Services. ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user; and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. Delivery of Services. ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

- e. Recoupment and Set-Off. Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. **Additional Merchant Responsibilities.** All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check Image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the Image using the Services, including the quality of the Image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of Images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned Images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned Image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. **Pricing and Payment.** Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. **NACHA Rules and ISO Guidelines.** Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. **Selection and Use of Hardware.** Merchant is solely responsible for the selection, use and operation of the hardware used to capture Images of paper checks using the Service, including the quality of the scanned Image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. **Third-Party Processing Services.** AMS' third-party processing services partners are providing some of the Services, and as a result, these third-party services partners shall be an intended third-party beneficiary of this Agreement. Each third-party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third-party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third-party services partner and its licensors in and to its processing services. Merchant acknowledges that the third-party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

## 20. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon thirty (30) days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third-Party Costs for which you are responsible hereunder, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third-party beneficiary of this Agreement.

# Disclosure Page

(Processor Copy)

## Member Bank Information

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

## Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

## Merchant Information

Merchant Name: «ACCOUNT\_NAME»  
Merchant Address: «ACCOUNT\_SHIPPINGSTREET»  
«ACCOUNT\_SHIPPING\_CSZ»  
Merchant Phone: «ACCOUNT\_PHONE»

## Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

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**Merchant's Signature**

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**Date**

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**Merchant's Printed Name & Title**

# Disclosure Page

(Merchant Copy)

## Member Bank Information

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

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The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

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**Merchant's Signature**

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**Date**

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**Merchant's Printed Name & Title**

AUTOMATED MERCHANT SYSTEMS  
INCORPORATED

Experts in Electronic Payments  
[www.automatedmerchant.com](http://www.automatedmerchant.com)

February 18, 2020

Brad Wilson, CPFO, Finance Director  
City of Wood Dale  
404 N. Wood Dale Road  
Wood Dale, IL 60191

Dear Brad,

Thank you for the opportunity to provide City of Wood Dale with a proposal for payment processing services. Automated Merchant Systems, Inc. (AMS) is a merchant service company specializing in providing quality electronic payment services to businesses of all kinds nationwide since 1991.

We consult with our clients to ensure that we understand their current business environment and are able to provide them with the best and most comprehensive payment solutions. We offer very competitive processing services, with an emphasis on our Interchange Plus pricing program, which ultimately provides the most beneficial and transparent pricing for our clients. If requested, this is detailed on Exhibit "A".

If you have requested that AMS provide you with a Convenience Fee or Service Fee program (service fee requests will not receive Exhibit "A") for some or all of your electronic acceptance needs, those program fees are detailed on Exhibit "B".

With our expertise, we will assist you in accomplishing a smooth transition into the services you select. In addition, AMS is committed to providing our merchants with the ongoing support and information necessary to keep current in this fast-paced and constantly changing payment processing environment.

Trusting this meets with your approval, please sign the exhibit (s) and return the scanned copy via email to [nmurphy@automatedmerchant.com](mailto:nmurphy@automatedmerchant.com). **The signing of this is not a contract, just an agreement on pricing.** Once I am in receipt of this, I will forward to you the AMS Government Application Questionnaire so that we can prepare your contract package. Please contact me at (407) 331-5465 if you have any questions.

Sincerely,

Nancy Murphy  
Senior Public Sector Account Manager

1071 S. Sun Drive, Suite 2001 Lake Mary, FL 32746  
(407) 331-5465 Phone (407) 331-7524 Fax





**EXHIBIT "A"**  
**AMS PRICING SCHEDULE FOR: City of Wood Dale**

Pricing is Valid for 90 days from 02/18/20

**BILLING CATEGORY:** \_\_\_\_\_ **DISCOUNT RATE / PRICE:** \_\_\_\_\_ **NOTES:** All Payments but Energov

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**VISA/MASTERCARD/DISCOVER/AMEX FEES:**

All Transactions:	Interchange Pass Through + 0.20 %	All Visa / MasterCard / Discover Volume
Non-PCI Compliance Fee:	0.00 %	Eliminated Upon PCI Compliance
Capture Processing Fee:	\$ 0.05/Item	All Visa-MasterCard-Discover Transactions

**AUTHORIZATION /COMMUNICATION:**

\* **VISA/MasterCard/Discover Transactions:** (Includes: Authorization, Declines, and Inquires)

IPL / SSL / Dial:	\$ 0.10/Item	Per Card Authorization
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**PAYMENT CARD PROCESSING FEES:**

Statement Fee:	\$ 7.50/Month	Per Merchant ID Number
Minimum Fee:	\$ 0.00 Month	Per Merchant ID Number
Voice Authorization Fee:	\$ 0.75/Item	EDC back-up (Voice Calls for Authorization)
Chargeback Fee:	\$ 15.00/Item	Includes retrievals at no cost

**MERCHANT COMPLIANCE FEES:**

PCI Compliance with Breach Assurance Program:	\$ 9.95/Month	Per Merchant ID Number
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**OTHER FEES:**

Onetime Setup Fee:	\$ Waived	Per Merchant ID Number
Gateway Fee:	\$ Waived / Month	Per Terminal ID Number
BridgePay Transaction Fee:	\$ .10 /Item	

**OPTIONAL SERVICES**

Reporting (eConnections):	\$ 8.00/Month	Per Merchant ID Number
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**INTERCHANGE, CARD BRAND FEES, NETWORK FEES AND SPECIAL AUTHORIZATION SERVICES:**

For your convenience a current listing of these rates can be found at <http://automatedmerchant.com/rateschedule.html>

Customer's Signature: \_\_\_\_\_



Date: 02/20/2020

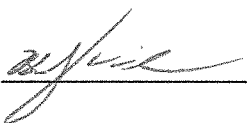
Comments: \_\_\_\_\_



**EXHIBIT "B"**  
**AMS PRICING SCHEDULE FOR: City of Wood Dale**  
Pricing is Valid for 90 days from 02/18/20

FEE TYPE	BILLING DESCRIPTION	RATE
Convenience Fee	For merchants who offer an alternative payment channel ( <i>i.e., mail, telephone, or e-commerce</i> ) for customers to pay for goods or services with a payment card, a <u>flat</u> or <u>fixed</u> convenience fee may be added to the transaction amount. The merchant collects this fee. This pertains to Visa, MasterCard and Discover card types only.	City of Wood Dale is choosing to do a \$2.00 convenience fee for any payments that are not Energov
Service Fee	A <u>fixed</u> or <u>variable</u> fee that can be added to any payment item ( <i>i.e., tax bill, parking ticket</i> ) regardless of the payment channel. A Service Fee is a separate transaction that is collected by AMS. This pertains to Visa, MasterCard and Discover card types only.	The Service Fee Rate for Energov Payments only: 2.95% with a \$2.00 Minimum
eCheck Fee	Per transaction cost for each electronic check item submitted for payment. This can be a <u>fixed</u> or <u>flat</u> dollar amount or a <u>fixed</u> or <u>variable</u> fee.	e-Check for non Energov: \$250.00 Set up Fee \$10.00 Monthly Access \$.50 Per Check \$5.00 Per Return <hr/> e-Check for Energov: \$1.50 Per Check collected from the bill payer.

Chargeback Fee: \$ 15.00/Item      Includes retrievals at no cost

Customer's Signature:       Date: 02/20/2020

Comments: \_\_\_\_\_



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: March 5, 2020  
Subject: 2020 Official Zoning Map Publication  
Staff Contact: Ed Cage, AICP, Community Development  
Director  
Department: Community Development

**TITLE:** An Ordinance Approving and Causing Publication of the City of Wood Dale 2020 Official Zoning Map

### **RECOMMENDATION:**

Staff recommends adoption of the City of Wood Dale 2020 Official Zoning Map.

### **BACKGROUND:**

Pursuant to Illinois State Law, municipalities are required to publish their official zoning map annually. The attached map is dated March 5, 2020.

### **ANALYSIS:**

The changes for the 2020 zoning map are as follows:

1. Lot re-subdivision for BridgePoint Wood Dale at 650-750 N Wood Dale Rd.
2. Annexation of 9.6-acres of The Washington Street Development located at 640 N Central Ave.
3. Annexation of 17.8-acres of The Bryn Mawr Development at 800 N Bryn Mawr.
4. A few minor address changes and/or assignments.

Note that the large format (24x36) zoning map will also have addresses but for clarity of the map at this size (11x17), the addresses were left off the attachment.

### **DOCUMENTS ATTACHED**

- ✓ Ordinance – City of Wood Dale 2020 Official Zoning Map
- ✓ Exhibit A – 2020 Official Zoning Map

**ORDINANCE NO. O-20-003**

**AN ORDINANCE APPROVING AND CAUSING PUBLICATION  
OF THE CITY OF WOOD DALE 2020 OFFICIAL ZONING MAP**

**WHEREAS**, the City of Wood Dale is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the Illinois Municipal Code requires municipal corporate authorities, in specific instances, to annually publish a map showing the existing zoning classifications and revisions made during the preceding calendar year, and the map so published shall be the Official Zoning Map for the publishing entity; and

**WHEREAS**, after due consideration, the Corporate Authorities have determined it is necessary and in the best interests of the City of Wood Dale to approve and publish the new Official Zoning Map for the year 2020.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS**, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** That the map entitled City of Wood Dale 2020 Official Zoning Map attached as Exhibit A is hereby approved as the Official Zoning Map of the City of Wood Dale, Illinois pursuant to the Illinois Municipal Code, which said map reflects the correct location of the official zoning districts of the City of Wood Dale, as of the date of adoption of this Ordinance.

**SECTION THREE:** The City Clerk is hereby directed to publish a full-sized copy of the Official Zoning Map and to make copies available in her office for inspection and purchase by the public.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**PASSED this 5th day of March, 2020**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

APPROVED this **5th day of March, 2020**

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk

Published in pamphlet form \_\_\_\_\_, 2020

**EXHIBIT A**  
**CITY OF WOOD DALE 2019 OFFICIAL ZONING MAP**

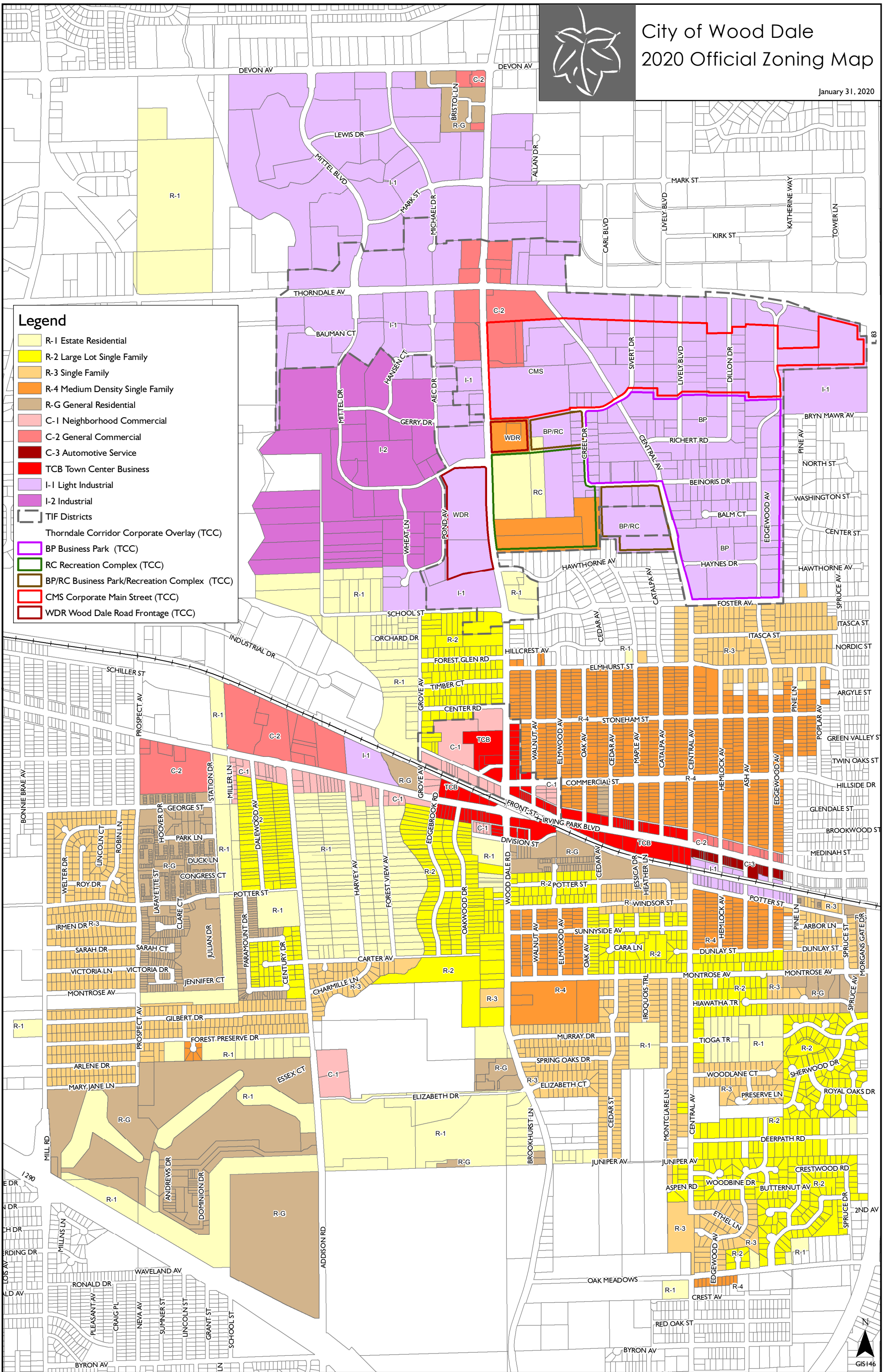


# City of Wood Dale 2020 Official Zoning Map

January 31, 2020

## Legend

- R-1 Estate Residential
- R-2 Large Lot Single Family
- R-3 Single Family
- R-4 Medium Density Single Family
- R-G General Residential
- C-1 Neighborhood Commercial
- C-2 General Commercial
- C-3 Automotive Service
- TCB Town Center Business
- I-1 Light Industrial
- I-2 Industrial
- TIF Districts
- Thorndale Corridor Corporate Overlay (TCC)
- BP Business Park (TCC)
- RC Recreation Complex (TCC)
- BP/RC Business Park/Recreation Complex (TCC)
- CMS Corporate Main Street (TCC)
- WDR Wood Dale Road Frontage (TCC)





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## **REQUEST FOR COUNCIL ACTION**

Referred to Committee: March 5, 2020  
Subject: Purchase of Banners & Brackets  
Staff Contact: Ed Cage, AICP, CD Director  
Department: Community Development Department

**TITLE:** A Resolution Seeking to Approve an Agreement With Bannerville USA for the Purchase, Installation and Storage of Banners and Brackets, in the Not-to-Exceed Amount of \$40,000

**COMMITTEE VOTE:** Approve 6 - 1

**ANALYSIS:**

As you will recall, at the Committee meeting there was discussion on the types of banners to be installed along Irving Park Road, a portion of Wood Dale Road and in the parking lot by the Metra Station. The Committee was clear, some additional Patriotic Banners should be included in the plan and ordered. The updated Patriotic Banner has been included as an exhibit in this packet. The Committee also had some good ideas on future banners relating to Veterans.

At this time, the plan is to move forward with the order in an amount not-to-exceed \$40,000.00. This will help establish the new banners and banner program and remove the older and dated existing banners. At a later date, the Veteran banners and others can be designed and evaluated for installation in the future.

It is important to note that the quote from Bannerville USA includes the installation, change-out and banner storage.

**DOCUMENTS ATTACHED**

- ✓ Resolution
- ✓ Quote from Bannerville USA dated 02/27/2020
- ✓ Patriotic Banner Final Rendering

**RESOLUTION NO. R-20-10**

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT WITH BANNERVILLE USA FOR THE PURCHASE, INSTALLATION AND STORAGE OF BANNERS AND BRACKETS, IN THE NOT-TO-EXCEED AMOUNT OF \$40,000.00**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks the services of Bannerville USA for the Purchase, Installation and Storage of Banners and Brackets; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of Bannerville USA, the Mayor and the City Council find Bannerville USA is the most qualified company to perform the duties sought by the City; and

**WHEREAS**, the City requires that Bannerville USA executed the Agreement prior to submitting it to the City for its approval and notification; and

**WHEREAS**, the City has received an executed Agreement from Bannerville USA; and

**WHEREAS**, pursuant to the Act, the Mayor and the City Council of the City hereby seek to approve and ratify the Agreement with Bannerville USA a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:**



SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: That Agreement with Bannerville USA in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 5: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 5<sup>th</sup> day of March, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 5<sup>th</sup> day of March, 2020.

SIGNED: \_\_\_\_\_  
Annunziato Pulice, Mayor

ATTEST: \_\_\_\_\_  
Lynn Curiale, City Clerk







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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: March 5, 2020  
Subject: 2020A Bond Parameters Ordinance  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** An Ordinance Authorizing and Providing for the Issuance Not to Exceed \$9,250,000 Aggregate Principal Amount General Obligation Bonds (Alternate Revenue Source), Series 2020A of the City of Wood Dale, DuPage County, Illinois, and for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on said Bonds

### **RECOMMENDATION:**

Approve the attached parameters ordinance for the issuance of the 2020A bonds.

### **BACKGROUND:**

The City has previously authorized the issuance of these bonds for the Ward 2&3 stormwater project.

### **ANALYSIS:**

The attached parameters ordinance will allow the City the greatest flexibility in the actual sale of the bonds. Without this ordinance in place, the City would be forced to sell at a specific date and time which is not an ideal situation. Having the ability to read the market and sell during favorable circumstances will result in a better overall deal for the City.

There a few lines that need to be filled in relative to bond registrar and paying agent, and those will be filled in once the deal is closed to ensure there are no last minute changes to those providers.

### **DOCUMENTS ATTACHED**

✓ Ordinance

**ORDINANCE NO. O-20-004**

AN ORDINANCE authorizing and providing for the issuance not to exceed \$9,250,000 aggregate principal amount General Obligation Bonds (Alternate Revenue Source), Series 2020A of the City of Wood Dale, DuPage County, Illinois, and for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds.

WHEREAS, the City of Wood Dale, DuPage County, Illinois (the “City”), is a non-home rule municipal corporation and body politic of the State of Illinois, duly created, organized and existing under The Municipal Code of the State of Illinois, as amended from time to time (the “Municipal Code”), and having the powers, objects and purposes provided by said Municipal Code; and

WHEREAS, the City Council of the City (the “Corporate Authorities”) have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the residents of the City to (i) finance the acquisition, construction, installation and rehabilitation of various capital related projects, including, but not limited to, certain stormwater improvements within the City, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful, or advisable thereto (collectively, the “Project”) and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the City; and

WHEREAS, the estimated cost of the Project, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the “Project Costs”), is not more than not to exceed \$9,250,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, for the purpose of providing funds to pay the Project Costs and in accordance with the provisions of the Local Government Debt Reform Act, as supplemented and

amended (the “Act”), the Corporate Authorities on the 5th day of September, 2019, adopted an ordinance (the “Authorizing Ordinance”) authorizing the issuance of alternate bonds, being general obligation bonds payable from any revenue source as provided by the Act, in an amount not to exceed \$9,250,000; and

WHEREAS, the Project constitutes a lawful corporate purpose within the meaning of the Act; and

WHEREAS, on the 13th day of September, 2019, the Authorizing Ordinance, together with a notice in the statutory form, was published in the *Daily Herald*, being a newspaper of general circulation in the City, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Corporate Authorities; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon has been filed with the City Clerk requesting that the question of the issuance of the alternate bonds be submitted to referendum; and

WHEREAS, on the 3rd day of October, 2019, the Corporate Authorities held a public hearing pursuant to the Bond Issuance Notification Act following notice published in the *Daily Herald*, on the 13th day of September, 2019; and

WHEREAS, the Corporate Authorities are now authorized to issue alternate revenue bonds in an amount not to exceed \$9,250,000 in accordance with the provisions of the Act, and the Corporate Authorities hereby determine that it is necessary and desirable that the bonds so authorized be issued at this time; and

WHEREAS, the alternate bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the Corporate Authorities hereby determine that the Pledged Revenues will provide in each year an amount not less than 0.25 times debt service of the alternate bonds proposed to be issued; and

WHEREAS, such determination is supported by the most recent audit of the City (the "Audit"), which Audit has been presented previously to the Corporate Authorities and is on file currently with the City Clerk:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOOD DALE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preamble. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do hereby incorporate such recitals into this Ordinance by this reference. The Audit is hereby accepted and approved by the Corporate Authorities.

Section 2. Findings; Issuance of Bonds. (a) The Corporate Authorities hereby find and determine that the Corporate Authorities of the City have been authorized by the provisions of the Act, that is necessary and in the best interest of the City and necessary for the welfare of the government and affairs of the City, and that it is a proper public purpose and is in the public interest to issue alternate revenue bonds of the City in an amount not to exceed \$9,250,000 for the purpose of funding the costs of the Project and the costs of the City in connection with the issuance of such bonds.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the City, an aggregate principal amount not to exceed \$9,250,000 for the purpose

aforesaid and that the City shall issue in the name of the City its “General Obligation Bonds (Alternate Revenue Source), Series 2020A” (the “Bonds”).

The Bonds shall be issued in one or more series in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of each series of the Bonds. The Bonds shall bear the date of authentication; shall be in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof, numbered consecutively from 1 upward and dated as set forth in the hereinafter described Bond Order; and interest on the Bonds shall be payable semiannually on each June 30 and December 30 of each year or such other date as provided in the Bond Order (such interest computed upon the basis of a 360-day year of twelve 30-day months). The Bonds shall become due and payable (subject to prior redemption as set forth in the Bond Order) on December 30 over a period ending not later than December 30, 2039 and in an amount not exceeding \$1,000,000 per year, all as further detailed in the Bond Order executed by the Designated Representatives, as hereinafter defined (the “Bond Order”); provided, however, that no Bond shall bear interest at a rate per annum in excess of 5.500%. The Designated Representatives are hereby given full authority to execute and deliver a Bond Order for and on behalf of the City as herein provided. The Bond Order shall be made a part of the transcript of the proceedings related to the issuance of the Bonds.

Interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the fifteenth (15th) day next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the fifteenth (15th) day next preceding the first interest payment date, in which case they shall bear interest from the original



date of the issuance of the Bonds, until the principal shall be fully paid. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners thereof as the names appear as of the fifteenth (15th) day next preceding the interest payment date and at the addresses as they appear on the registration books kept by the Bond Registrar (as hereinafter defined) or at such other address as is provided to the Paying Agent (as hereinafter defined) in writing by such registered owner. The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent.

Section 4. Registration of Bonds; Persons Treated as Owners.

(a) General. Such entity as may be provided in the Bond Order is hereby appointed to serve as registrar and paying agent (the “Bond Registrar” or “Paying Agent”) for the Bonds. The Bond Registrar is hereby charged with the responsibility of authenticating the Bonds. The Mayor, the Finance Director, and the City Manager of the City (the “City Manager,” and, collectively, the “Designated Representatives”) are hereby authorized to enter into such agreements or understandings with the Bond Registrar as will enable the institution to perform the services required of a registrar and paying agent. The Mayor and Treasurer of the City (the “Treasurer”) are further authorized to pay such fees as the Bond Registrar may charge for the services it provides as Bond Registrar and Paying Agent, and such fees may be paid from the fund established to pay the principal of and interest on the Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered

Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“Cede”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor and City Clerk and the Bond Registrar are each authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book entry system (any such letter or agreement being referred to herein as the “Representation Letter”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “DTC Participant”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than

a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC

Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Redemption.

(a) *Optional Redemption.* If so provided in the Bond Order, the Bonds may be subject to redemption prior to maturity at the option of the City, from any available funds, in whole or in part, in integral multiples of \$5,000, in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar and within any maturity by lot), on the date of redemption provided in the Bond Order, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

(b) *Mandatory Redemption.* The Bonds may be subject to mandatory redemption as set forth in the Bond Order.

(c) *General.* For any such redemptions, the Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least thirty (30)

days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Bond Registrar, by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. For any such redemptions, unless waived by the registered owner of Bonds to be redeemed, official notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address as it appears on the registration books kept by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) the identification by CUSIP numbers, if applicable, and maturity dates (and, in the case of partial redemption of Bonds within a maturity, the respective principal amounts) of the Bonds to be redeemed;

- (iv) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar; and
- (vi) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on such redemption date.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditioned upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a

registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds or portions being redeemed shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for the payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal, of like tenor, of authorized denominations, and bearing the same rate of interest.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal and premium, if any, shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of a Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Bond Registrar on behalf and at the expense of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being



redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 7. Execution and Negotiability. Each of the Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, and the seal of the City shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Illinois, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Bond Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 8. Form of Bonds. The form and tenor of the Bond shall be substantially as follows, all blanks to be filled in properly prior to delivery:

REGISTERED  
NO R-\_\_

REGISTERED  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE

CITY OF WOOD DALE  
GENERAL OBLIGATION BONDS  
(ALTERNATE REVENUE SOURCE),  
SERIES 2020A

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
_____, 2020	_____%	December 30, 20____	_____

Registered Owner: Cede & Co.

Principal Amount:

The City of Wood Dale, in DuPage County, Illinois (the “City”), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest hereon (computed on the basis of a 360-day year of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth (15th) day next preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before the fifteenth (15th) day next preceding the first interest payment date, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on June 30 and December 30 in each year, beginning on \_\_\_\_\_, 20\_\_.

This bond is one of an authorized issue of “General Obligation Bonds (Alternate Revenue Source), Series 2020A (the “Bonds”) of the City of like date, tenor and effect, except as to rates of interest and dates of maturity; aggregating \_\_\_\_\_ Dollars (\$\_\_\_\_\_); numbered consecutively from R-1 up; issued for the purpose of paying the costs of the Project (as defined in the hereinafter defined Ordinance) and the costs of issuing the bonds. This bond is issued pursuant to a Bond Ordinance adopted by the Mayor and City Council of said City (“Corporate Authorities”) on the 5th day of March, 2020 (the “Ordinance”) and in accordance with the Local Government Debt Reform Act, as supplemented and amended (the “Act”), the proceeds of which bonds are to be applied solely to pay the costs of the Project and the payment of costs of issuance.

[Optional and mandatory redemption provisions, if any.]

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Bond Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this bond during the period beginning at the close of business on the fifteenth (15th) day next preceding an interest payment date on this bond and ending on such interest payment date. The City, the Bond Registrar, the Paying Agent (as hereinafter defined) and any other bond registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This bond is subject to defeasance prior to payment as provided in the Ordinance referred to herein. **THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.**

The City has designated the Bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

The principal of this bond is payable at the principal corporate trust office of \_\_\_\_\_ (the "Bond Registrar" or "Paying Agent"). All payments of interest on this bond shall be paid by check, mailed one (1) business day prior to the interest payment date to the registered owner hereof as of the fifteenth (15th) day next preceding such interest payment date at the address as it appears on the registration books kept by the Bond Registrar or at such other address as is provided to the Paying Agent in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

The Bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Blanket Issuer Letter of Representations (as defined in the Ordinance) between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

This bond is a general obligation of the City payable from (i) ratably and equally with the City's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012, receipts of the Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes, (ii) such other funds legally available and appropriated therefor, and (iii) ad valorem taxes levied against all taxable property within the City without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The full faith, credit and resources of the City are pledged to the punctual payment of the principal of and interest on this bond. This bond is negotiable, subject to registration provisions, pursuant to the laws of the State of Illinois.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that the indebtedness of the City, including the issue of the Bond of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Bond Registrar.

IN WITNESS WHEREOF, the City of Wood Dale, DuPage County, Illinois, has caused this bond to be executed by the manual or duly authorized facsimile signature of the Mayor of the City, the seal of said City (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or duly authorized facsimile signature of the City Clerk, all as of the Original Date identified above.

CITY OF WOOD DALE,  
DUPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
Mayor

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the within-mentioned Ordinance.

Authentication Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_, as bond registrar  
and paying agent

By: \_\_\_\_\_  
Authorized Representative

[End of Form of Bond]

Section 9. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the purchaser thereof, as hereinafter described (the "Purchaser"), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount of the Bonds plus any accrued interest to date of delivery; the contract for the sale of the Bonds heretofore entered into (the "Purchase Contract") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the election authorizing the Corporate Authorities to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The Purchaser shall be (a) pursuant to a competitive sale conducted by Speer Financial, Inc., Chicago, Illinois (“Speer”), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer’s Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Act, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; provided, however, that the Purchaser as set forth in either (b) or (c) shall only be selected upon receipt by the City of the recommendation of Speer that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds; and further provided, that the Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the City.

Upon the sale of the Bonds, the Designated Representatives and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Preliminary Official Statement, Official Statement and closing documents.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds and before the Corporate Authorities at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of said final Official Statement is hereby authorized; and the officers of the Corporate Authorities are hereby

authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Section 10. Alternate Revenue Source; Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the City covenants and agrees with the Purchaser and the owners of the Bonds that the City will deposit principal proceeds received by the City from time to time from (i) ratably and equally with the City's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012, receipts of the Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes, (ii) such other funds legally available and appropriated therefor (collectively, (i) and (ii) constitute the "Pledged Revenues"), and (iii) ad valorem taxes levied against all taxable property in the City without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion in which the Project is located into the Bond and Interest Account (as hereinafter defined). The Pledged Revenues are hereby pledged to the payment of the Bonds, and the Corporate Authorities covenant and agree to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional .25 times debt service.

For the purpose of providing additional funds to produce sums necessary to pay the interest on the Bonds as it falls due and also pay and discharge the principal thereof at maturity, there shall be levied upon all the taxable property within the City a direct annual tax (the

“Pledged Taxes”) for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the City, in each of the years 2020 to 2038 a maximum direct annual tax in the amount of \$1,100,000, such amount to be finalized in the Bond Order.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from current funds on hand of the City, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The City covenants and agrees with the Purchaser and the holders of the Bonds that so long as the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy, unless the abatement of any particular tax levy amount has been provided for through the deposit of moneys in a segregated account, and the City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund established to pay the principal of and interest on the Bonds.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal and interest on said Bonds when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

If the City deposits funds from any lawful source into the Bond Fund, the City Clerk shall file written direction with the County Clerk to abate the taxes by the amount so deposited, and such deposits shall be made prior to any such abatement being filed with the County Clerk.



Section 11. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the City Clerk of the Corporate Authorities is hereby directed to file a certified copy of this Ordinance with the County Clerk, and it shall be the duty of the County Clerk to annually in and for each of the years 2020 to 2038, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each of said years for city purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general city purposes of the City, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2020” (the “Bond Fund”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this Ordinance shall also be filed with the Treasurer.

Section 12. Abatement of Pledged Taxes. Whenever the Pledged Revenues or other lawfully available funds are available to pay any principal of or interest on the Bonds when due, so as to enable the abatement of Pledged Taxes levied for the same, the City will direct the deposit of such Pledged Revenues and such funds into the Bond Fund created solely for such purpose. The City will direct the abatement of the Pledged Taxes by the amount of such deposit, and proper notification of such abatement will be filed with the County Clerk in a timely manner. The City pledges to abate the levy for the Bonds only upon full funding of the Bond Fund in the appropriate levy amount.

If for any reason there is a failure to pay debt service after such abatement, the additional amount, together with additional interest accruing, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 13. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the outstanding Bonds will be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until an audit of the City shows that the Bonds been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Act.

Section 14. Costs of Issuance. Costs of issuance of the Bonds not otherwise paid shall be paid from the remaining proceeds by the City. When all the costs of issuance of the Bonds have been paid, the City shall then transfer any amount then remaining from the proceeds of the Bonds to the Bond Fund as herein provided.

Section 15. Bond Fund. There is hereby created and established a special fund of the City known as the “Bond Fund, Series 2020” (the “Bond Fund”), to be held by the Treasurer, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Bond Fund shall be the fund for the payment of the principal of and interest on the Bonds at maturity or on interest payment dates or redemption. Any capitalized interest included in the proceeds of the sale of the Bonds shall be deposited in the Bond Fund for the payment of interest on the Bonds, and the Pledged Taxes and Pledged Revenues shall be deposited into the Bond Fund, as received, and shall be used solely

and only for the payment of principal and interest on the Bonds when due (including any redemption). The Bonds are secured by a pledge of all moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the City are discharged under this Ordinance. Accrued interest and premium received at the time of delivery of the Bonds, if any, shall be deposited in the Bond Fund.

Section 16. Project Fund. There is hereby created and established a special fund of the City known as the “Project Fund, Series 2020A” (the “Project Fund”) to be held by the Treasurer. Proceeds of the Bonds shall be deposited in the Project Fund, and the Project Fund shall be used for the purpose of paying for the costs of the Project, and costs of issuance. For the purpose of paying first interest due on the Bonds, an amount necessary for that purpose may be loaned from the Project Fund to the Bond Fund. Said amount shall be reimbursed to the Project Fund from the Bond Fund as Pledged Revenues and/or Pledged Taxes are received and available therefor. Additional loans from the Project Fund to the Bond Fund to pay debt service on the Bonds may be made upon further direction by the Corporate Authorities so long as provision is made to reimburse the Project Fund with Pledged Revenues and/or Pledged Taxes.

Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred for the payment of the principal of and interest on the Bonds on the interest payment date next after such interest is received or retained in the Project Fund.

In the event that any moneys remain in the Project Fund upon completion of the Project, the City shall deposit the remaining moneys in the Project Fund into the Bond Fund and shall cause such moneys to be used to pay the interest on the Bonds on the earliest possible date.

Section 17. Additional Funds and Accounts. In addition to the funds established hereunder, the Mayor is hereby authorized and directed to establish, and the Treasurer is further authorized to hold, any and all funds and/or accounts they deem necessary or convenient to the accomplishment of the purposes set forth in this Ordinance.

Section 18. Defeasance of the Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys or (ii) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury), the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to any pledge of the Pledged Taxes or the Pledged Revenues made herein.

Section 19. Investment of Moneys. Moneys in the Bond Fund and the Project Fund may be invested by the Treasurer in lawful investments for the City. All income earned or losses sustained on such investments shall be credited to the Fund or Account from which the investments were made.

Section 20. Parity Bonds; Additional Bonds.

A. *Parity Bonds.*

The Bonds are being issued on a parity lien basis with the City's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2012. The City reserves the right to issue additional bonds or any other obligations, if any, which share ratably and equally in the applicable Pledged Revenues, as set forth and provided for in any such ordinance authorizing the issuance of any such parity bonds ("Parity Bonds") without limit provided that the Pledged Revenues as determined or as adjusted as hereinbelow set out shall be sufficient to provide for or pay all of the following: (a) all amounts required to meet any fund or account requirements with respect to such outstanding bonds; (b) other contractual or tort liability obligations then due and payable, if any; and (c) an additional amount not less than 0.25 times the maximum annual debt service on such of the Alternate Bonds as shall remain outstanding after the issuance of the proposed Parity Bonds. Such sufficiency shall be calculated for each year to the final maturity of such Alternate Bonds which shall remain outstanding after the issuance of the proposed Parity Bonds. The determination of the sufficiency of Pledged Revenues shall be supported by reference to the City's most recent audit, which audit shall be for a Fiscal Year ending not earlier than eighteen (18) months previous to the time of issuance of the proposed Parity Bonds.

If such audit shows the Pledged Revenues to be insufficient, then the determination of sufficiency may be supported by the report of an independent accountant or feasibility analyst having a national reputation for expertise in such matters, demonstrating the sufficiency of the Pledged Revenues and explaining by what means they will be greater than as shown in the audit.

The reference to and acceptance of an audit, or a report, as the case may be, and the determination of the Corporate Authorities of the sufficiency of the Pledged Revenues shall

be conclusive evidence that the conditions of this Section have been met and that the Parity Bonds are properly issued hereunder; and no right to challenge such determination is granted to the registered owners of the Bonds.

*B. Additional Bonds.*

The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; provided, however, that no Additional Bonds shall be issued except in accordance with the provisions of the Act.

Section 21. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) in aggregate principal amount of the Bonds issued pursuant to this Ordinance and then outstanding shall have the right from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

- (a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this Ordinance; or
- (b) A reduction in the principal amount of any Bond or the rate of interest thereon; or
- (c) A preference or priority of any Bond or Bonds issued pursuant to this Ordinance over any other Bond or Bonds issued pursuant to the provisions of this Ordinance; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

If the owners of not less than sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the City Clerk, no owner of any Bond issued pursuant to this Ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations of the City under this Ordinance and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this Ordinance, and the terms and provisions of the Bonds and this Ordinance, or any supplemental or amendatory ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds then outstanding.

Section 22. Pledged Revenues; General Covenants. The City covenants and agrees with the registered owners of the Bonds, so long as any such Bonds remain Outstanding, as follows:

A. The Pledged Revenues are pledged to the payment of the Bonds. The Corporate Authorities will provide for, collect and apply the Pledged Revenues to the payment of the Bonds as are from time to time outstanding and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Act.

B. The City will punctually pay or cause to be paid from the sources provided for in this Ordinance, the principal of and interest to become due on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

C. The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith contests the validity of said claims.

D. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the Pledged Revenues, the Pledged Taxes and the Bond Fund. Such books of record and accounts will at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the outstanding Bonds or their representatives authorized in writing.

E. The City will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and



demands of all persons. From and after the sale and delivery of any of the Bonds by the City, to the extent lawful the Bonds shall be incontestable by the City.

F. The City will adopt, make, execute and deliver any and all such further ordinances, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the owners of the Bonds of the rights and benefits of this Ordinance.

G. As long as any Bonds are outstanding, the City will continue to deposit the Pledged Revenues and, if necessary, the Pledged Taxes into the Bond Fund. The City covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to collect the Pledged Revenues. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided in this Ordinance and deposited in the Bond Fund.

H. Once issued and while outstanding, the Bonds shall be and forever remain until paid or defeased the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable from, in addition to the Pledged Revenues as herein provided, the levy of the Pledged Taxes as provided in the Act.

Section 23. Tax Covenants. In order to preserve the exclusion of interest on any Bonds, the interest on which is exempt from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds (the “Code”) and as an inducement to purchasers of the Bonds, the City represents, covenants and agrees that:

(a) The facilities financed with the Bonds are available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the City or another state or local governmental unit, will use more than 10% of the proceeds of the Bonds or property financed by Bond proceeds other than as a member of the general public. No person or entity other than the City or another state or local governmental unit own property financed by Bond proceeds or have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds.

(b) No more than ten percent (10%) of the payment of principal of or interest on the Bonds will be (under the terms of the Bonds, this Ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than five percent (5%) of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The City reasonably expects, as of the date hereof, that it will comply with the covenants described in paragraph (a), (b) and (c) above during the entire term of the Bonds.

(e) No more than five percent (5%) of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes nor will the City act in any other manner which would adversely affect such status, and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(g) The City certifies that to the extent necessary to preserve the tax-exempt status of the Bonds it will rebate any arbitrage profits to the United States of America in accordance with Section 148(f) of the Code and the Regulations promulgated thereunder.

It shall be not an event of default under this Ordinance if interest on any Bond is not excludable from gross income for federal income tax purposes pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) [Intentionally Omitted.]

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of the Bonds.

The City hereby authorizes the Designated Representatives responsible for issuing the Bonds to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excludable from gross income for federal income tax purposes. In connection therewith, the City further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds as required pursuant to Section 148 of the Code and the regulations promulgated thereunder; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 24. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (the “Tax Sections”) which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the “Tax Exemption”) need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 25. Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation for the Bonds. In this connection, the City

agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 26. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 27. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk of the Corporate Authorities are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (i) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (ii) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (iii) to give notice of redemption of Bonds as provided herein;
- (iv) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (v) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (vi) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 28. Bond Insurance. In the event the Purchaser certifies to the City that it would be economically advantageous for the City to acquire a municipal bond insurance policy for the Bonds, the City hereby authorizes and directs the Treasurer to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if

issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 29. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Continuing Disclosure Undertaking”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 30. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 31. Publication. The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and to file copies thereof for public inspection in his/her office.

Section 32. Conflicting Ordinances. All ordinances, resolutions and parts of ordinances and resolutions, in conflict herewith are hereby repealed.

Section 33. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Ordinance.

Section 34. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and publication.

ADOPTED this 5th day of March, 2020 by a roll call vote as follows:

AYES: \_\_\_\_\_.

NAYS: \_\_\_\_\_.

ABSENT: \_\_\_\_\_.

APPROVED this 5th day of March, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded the motion that said Ordinance as presented by the City Clerk be adopted.

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

Upon the roll being called, the following Aldermen voted AYE: \_\_\_\_\_

\_\_\_\_\_ and the following Aldermen voted NAY: \_\_\_\_\_.

Whereupon the Mayor declared the motion carried and said Ordinance adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in full in the records of the City Council of the City of Wood Dale, DuPage County, Illinois, which was done.

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

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

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Wood Dale, DuPage County, Illinois (the “City”), and as such official am the keeper of the official journal of proceedings, books, records, minutes and files of the City Council (the “Corporate Authorities”).

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 5th day of March, 2020, insofar as the same relates to the adoption of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE authorizing and providing for the issuance not to exceed \$9,250,000 aggregate principal amount General Obligation Bonds (Alternate Revenue Source), Series 2020A of the City of Wood Dale, DuPage County, Illinois, and for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds.

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City has complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said City, this 5th day of March, 2020.

\_\_\_\_\_  
City Clerk

(SEAL)

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DUPAGE         )

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of DuPage County, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE authorizing and providing for the issuance not to exceed \$9,250,000 aggregate principal amount General Obligation Bonds (Alternate Revenue Source), Series 2020A of the City of Wood Dale, DuPage County, Illinois, and for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds.

duly adopted by the City Council of the City of Wood Dale, DuPage County, Illinois, on the 5th day of March, 2020, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of DuPage County, Illinois

(SEAL)



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## **REQUEST FOR COUNCIL ACTION**

Referred to Council: March 5, 2020  
Subject: List of Bills  
Staff Contact: Brad Wilson, Finance Director  
Department: Finance

**TITLE:** List of Bills – 03/05/2020

### **RECOMMENDATION:**

The Finance Department recommends that the City Council approve bills for the 03/05/2020 City Council meeting in the amount of \$740,593.26.

### **BACKGROUND:**

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 422,026.48
Road & Bridge Fund	\$ -
Motor Fuel Tax Fund	\$ 21,126.17
Tourism Fund	\$ 3,909.48
Narcotics Fund	\$ -
TIF District #1	\$ -
Capital Projects Fund	\$ 169,921.29
Land Acquisition Fund	\$ -
Commuter Parking Lot Fund	\$ 2,633.00
Sanitation Fund	\$ 67,839.32
Water & Sewer Capital Projects	\$ 13,079.50
Water & Sewer Fund	\$ 40,058.02
CERF	\$ -
Special Service Area Fund	\$ -
Total of all Funds	\$ 740,593.26

Total Number of Checks: 61

Purchases are made in accordance with the City's purchasing policies and procedures manual.

*Items of interest:*

Patterson (\$106,279.44) – Economic Incentive payment, year 3 of 5

BMO (\$135,349.15) – P-card transactions

*Vehicle Purchases:*

There were no vehicle purchases on this list of bills

Committee date:

Council date:

**DOCUMENTS ATTACHED**

✓ List of Bills

## List of Bills - March 5, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
10621	ABC Humane Wildlife Control & Prevention	Traps/Indicators set	65.00	256467	2/13/2020	10024041 42048 PD	Animal Control
			<u>65.00</u>				
10622	Al Warren Oil Co Inc	807.8 Gals of Unleaded Gas	1,672.94	W1289751	2/12/2020	10 13001 GF	Gasoline Inventory
		1513.2 Gals of Diesel	3,443.45	W1290247	2/14/2020	10 13001 GF	Gasoline Inventory
		862.2 Gals of Unleaded Gas	1,842.27	W1291613	2/20/2020	10 13001 GF	Gasoline Inventory
			<u>6,958.66</u>				
10623	AlphaGraphics #468	500 Business Cards	48.00	43881	2/14/2020	10015051 44031 PW Admin	Office Supplies
		250 Red/Tow Tags	138.76	43869	2/12/2020	10024041 42005 PD	Printing
			<u>186.76</u>				
10624	American Backflow Prevention, Inc.	199 E Division repair	300.00	19266	1/27/2020	60 44011 Metra	Maintenance - Building/Grounds
			<u>300.00</u>				
10625	Auto Zone	Cleaning Supplies for North Plant	15.58	2836	1/31/2020	63005082 44015 Sewer	Maintenance - Other Equipment
			<u>15.58</u>				
10626	Axon Enterprise, Inc.	PD Tasers	20,820.80	SI-1639376	2/5/2020	50020000 46039 CIP	Police Department Improvements
			<u>20,820.80</u>				
10627	Bond, Dickson & Conway	WD Legal-Laughing Waters	494.00	16922	2/6/2020	10011013 42062 Legal	Legal - General Fund
		WD Legal-Legislative	37,677.49	16919	2/6/2020	10011013 42062 Legal	Legal - General Fund
		WD Legal-Planning/Zoning	342.00	16920	2/6/2020	10011013 42062 Legal	Legal - General Fund
		WD Legal-145 Elmwood	7,299.21	16921	2/6/2020	10011013 42062 Legal	Legal - General Fund
			<u>45,812.70</u>				
10628	Brit Global Specialty USA	Deductible for Claim #P655-19-14605	5,000.00	0005807-IN	2/17/2020	10011013 42062 Legal	Legal - General Fund
			<u>5,000.00</u>				
10629	Bronwyn Sill	City newsletter design and layout, Mar/April 20	1,200.00	51	2/18/2020	10016000 42005 CS	Printing
			<u>1,200.00</u>				
10630	BULLETPROOF FILM	Video and Edit Memorial Day Parade	500.00	200212WD	2/12/2020	22040000 49036 Tourism	Community Events
			<u>500.00</u>				
10631	Call One	Phone Alarm Services-PD,CS,W/WW	250.49	210066	2/15/2020	10024041 42001 PD	Telephone/Alarm Line
		Phone Alarm Services-PD,CS,W/WW	182.41	210066	2/15/2020	10011015 42001 IT	Telephone/Alarm Line
		Phone Alarm Services-PD,CS,W/WW	202.16	210066	2/15/2020	63005082 42001 Sewer	Telephone/Alarm Line
			<u>635.06</u>				
10632	Christopher Burke Engineering Ltd	2020-CDC-03, 414-420 IP Rd	362.50	155967	2/3/2020	10012021 42086 CD	Publish Legal Notice
		20170962, 141 Forest Glen Rd	763.00	155962	2/3/2020	10 22001 GF	Escrow Account
		2020023, 800 N Route 83	764.00	155969	2/3/2020	10 22001 GF	Escrow Account
		On-Call Engineering	750.38	155960	2/3/2020	10012021 42034 CD	Professional Services
		20190237, 700 N Wood Dale Rd	786.50	155968	2/3/2020	10 22001 GF	Escrow Account
		20190051, 428 Knollwood	1,200.67	155964	2/3/2020	10 22001 GF	Escrow Account

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
		20190555, 392 Preserve Lane	701.75	155963	2/3/2020	10 22001 GF	Escrow Account
		20160725, Central Park Improvements	456.13	155961	2/3/2020	10 22001 GF	Escrow Account
		2020-CDC-01, 372 N WD Rd	1,555.55	155966	2/3/2020	10 22001 GF	Escrow Account
		2019-CDC-11, Bryn Mawr Redevelopment	<u>472.75</u>	155965	2/3/2020	10 22001 GF	Escrow Account
			<u>7,813.23</u>				
10633	City of Saint Charles	Shooting range fee FY21	<u>250.00</u>	IN7720	2/3/2020	10024041 42019 PD	Maintenance Agreements
			<u>250.00</u>				
10634	ClientFirst Consulting Group, LLC	ERP Implementation	3,875.00	10807	11/30/2019	50010000 46056 CIP	Strategic Plan
		ERP Implementation	<u>16,969.87</u>	10808	11/30/2019	50010000 46056 CIP	Strategic Plan
			<u>20,844.87</u>				
10635	College Of Dupage	PSI Project Management-Lange	<u>225.00</u>	12065	2/7/2020	10015051 42089 PW Admin	Education And Training
			<u>225.00</u>				
10636	Commercial Tire Service	Squad car tires for inventory	<u>562.96</u>	1110124940	2/7/2020	10 13002 GF	Vehicle Parts Inventory
			<u>562.96</u>				
10637	Compass Minerals	125.54 Tons of road salt	10,414.80	599276	2/19/2020	21035059 44083 MFT	Snow & Ice Control
		125.8 Tons of road salt	<u>10,436.37</u>	584512	1/28/2020	21035059 44083 MFT	Snow & Ice Control
			<u>20,851.17</u>				
10638	Concentric Integration	Time and Material Support Services	<u>2,647.43</u>	0211263	1/24/2020	63005082 42015 Sewer	Maintenance - Other Equipment
			<u>2,647.43</u>				
10639	Conduent State & Local Solutions	Camera Fixed, Pay by Web- Jan 2020	13,990.00	1556141	2/4/2020	10024041 42093 PD	Cops Administration
		Camera Fixed, Pay by Web- Jan 2020	<u>512.50</u>	1556141	2/4/2020	10 36130 GF	Trax-Guard Enforcement
			<u>14,502.50</u>				
10640	Daily Herald	Bid Notices	105.80	42637	2/15/2020	62005082 46047	Wastewater
		Service for 2020	540.80	166588	2/21/2020	10011011 42091 Admin	Dues And Subscriptions - Admin
		Bid Notices	476.10	37438	12/21/2019	50030000 46033 CIP	Bridge Improvements
		City Wide Garage Sale Info	416.00	29539	9/30/2019	22040000 49036 Tourism	Community Events
		Public Notices	32.20	11779	5/1/2019	10013000 42005 Finance	Printing
		Public Notices	230.00	17733	6/1/2019	10012021 42086 CD	Publish Legal Notice
		Legal Billing, Lift Station	172.50	20167	6/22/2019	62005082 46045	Sewer
		Bid Notices-Pump Station Rehab	170.20	31733	10/26/2019	62005082 46047	Wastewater
		Treasurer Report, CDC Notices	537.74	32904	11/2/2019	10013000 42005 Finance	Printing
		Treasurer Report, CDC Notices	135.70	32904	11/2/2019	10012021 42086 CD	Publish Legal Notice
		Treasurer Report, CDC Notices	73.60	32904	11/2/2019	10012021 42086 CD	Publish Legal Notice
		Treasurer Report, CDC Notices	<u>34.50</u>	32904	11/2/2019	10012021 42086 CD	Publish Legal Notice
			<u>2,925.14</u>				
10641	Datacom	UCC Update	<u>449.00</u>	020520	2/5/2020	10024041 42019 PD	Maintenance Agreements
			<u>449.00</u>				
10642	Diamond Graphics	Street Light Installation Post Cards	150.00	15063	1/29/2020	10015051 42005 PW Admin	Printing

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		Street Light Installation Post Cards	275.00	15063	1/29/2020	21035059 42010 MFT	Maintenance - Street Lights
			<u>425.00</u>				
10643	DuPage County Recorder	Sewer and Water Lien Release	224.00	40100923	2/1/2020	10011011 42087 Admin	Recording Fees
			<u>224.00</u>				
10644	EBM, Inc	Monthly Janitorial Services-Feb 2020	1,455.34	103638	2/15/2020	60 42034 Metra	Professional Services
		Monthly Janitorial Services- Feb 2020	4,796.56	103637	2/15/2020	10012061 42011 CS	Maintenance - Building/Grounds
		Monthly Janitorial Services- Feb 2020	212.41	103637	2/15/2020	63005081 42011 Utilities	Maintenance - Building/Grounds
		Monthly Janitorial Services- Feb 2020	262.51	103637	2/15/2020	63005082 42011 Sewer	Maintenance - Building/Grounds
			<u>6,726.82</u>				
10645	Edward-Elmhurst Health	Heart Scan Screening	75.00	30028044401	2/10/2020	10024041 49046 PD	Fitness Program
		Heart Scan Screening	75.00	1005447518	2/10/2020	10024041 49046 PD	Fitness Program
			<u>150.00</u>				
10646	EGM, Inc.	Service for no heat-269 IP Rd	705.00	22553	2/14/2020	63005081 42011 Utilities	Maintenance - Building/Grounds
			<u>705.00</u>				
10647	Fifth Third Bank	Subpoena Research case#33015	37.61	33015	2/14/2020	10024041 44039 PD	Detective's Expense
			<u>37.61</u>				
10648	First Advantage LNS Screening Solutions	7 Background Verifications-Jan 2020	28.85	5514892001	1/31/2020	10024041 44039 PD	Detective's Expense
			<u>28.85</u>				
10649	Forest Awards & Engraving	Police Officer of the Year Engraving	11.50	10187	1/29/2020	10024041 42011 PD	Maintenance - Building/Grounds
		2 Engraved Plaques, 1 Locker Plate	183.90	10201	1/31/2020	10024041 42011 PD	Maintenance - Building/Grounds
			<u>195.40</u>				
10650	GHC Mechanical, Inc.	Building Maintenance	2,546.25	C005286	2/1/2020	10012061 42011 CS	Maintenance - Building/Grounds
		2 Motor Starters for Air Compressor	1,351.84	J003335	1/31/2020	10012061 44011 CS	Maintenance - Building/Grounds
			<u>3,898.09</u>				
10651	HR Green	Time and Materials Work/Projects	5,337.75	132792	2/6/2020	10015051 42050 PW Admin	Engineering Services
			<u>5,337.75</u>				
10652	Illinois Office of the State Fire Marshal	Certificate fee for boiler	70.00	9626222	1/29/2020	10024041 42011 PD	Maintenance - Building/Grounds
			<u>70.00</u>				
10653	J.G. Uniforms	Uniform Allowance	353.49	68370	2/4/2020	10024041 44021 PD	Uniforms
		Uniform Allowance	153.06	68371	2/4/2020	10024041 44021 PD	Uniforms
			<u>506.55</u>				
10654	Just Safety, Ltd	Medical Kit Resupply-PD	28.15	34012	2/5/2020	10024041 49043 PD	Safety Program



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		Medical Kit Resupply-144 Commercial	34.15	34010	2/5/2020	63005082 44022 Sewer	Safety Equipment
		Medical Kit Resupply-269 W IP Rd	43.35	34011	2/5/2020	63005082 44022 Sewer	Safety Equipment
			<u>105.65</u>				
10655	Kiesler's Police Supply, Inc.	3 500round cases of ammunition	359.38	IN126300	1/31/2020	10024041 44042 PD	Ammunition/Gun Range
			<u>359.38</u>				
10656	Kwik-print Inc	2019 Annual Report	298.60	66697	2/18/2020	10024041 42005 PD	Printing
			<u>298.60</u>				
10657	LocalGovNews	12 Month Membership to LocalGovNews.org	120.00	02082020	2/8/2020	10011011 42091 Admin	Dues And Subscriptions - Admin
		12 Month Membership to LocalGovNews.org	240.00	02082020	2/8/2020	10012021 42090 CD	Dues And Subscriptions
		12 Month Membership to LocalGovNews.org	120.00	02082020	2/8/2020	10013000 42090 Finance	Dues And Subscriptions
		12 Month Membership to LocalGovNews.org	360.00	02082020	2/8/2020	10024041 42090 PD	Dues And Subscriptions
		12 Month Membership to LocalGovNews.org	240.00	02082020	2/8/2020	10015051 42090 PW Admin	Dues And Subscriptions
		12 Month Membership to LocalGovNews.org	120.00	02082020	2/8/2020	63005082 42090 Sewer	Dues And Subscriptions
			<u>1,200.00</u>				
10658	Marquardt & Belmonte PC	City Prosecutions-Jan 2020	1,457.50	10368	1/31/2020	10011013 42064 Legal	Legal - Prosecution
		Admin Hearings-Jan 2020	299.00	10366	1/31/2020	10024041 42034 PD	Professional Services
		DUI Prosecutions-Jan 2020	2,790.70	10369	1/31/2020	10011013 42064 Legal	Legal - Prosecution
		Admin Building Hearings- Jan 2020	216.00	10367	1/31/2020	10012021 42034 CD	Professional Services
			<u>4,763.20</u>				
10659	MLP Construction	70.01 Tons of Spoils	1,816.17	20-125	2/5/2020	63005081 44013 Utilities	Maintenance - Water Mains
			<u>1,816.17</u>				
10660	Nalco Company	Acrylic Polymer for North Plant	3,816.34	68776104	1/6/2020	63005082 44063 Sewer	Chemical Supplies
			<u>3,816.34</u>				
10661	Nicor Gas	387 Preserve Lane	708.34	05465097177	1/27/2020	63005081 44052 Utilities	Natural Gas Utilities
		475 Arbor Lane	715.30	03000235840	1/27/2020	63005081 44052 Utilities	Natural Gas Utilities
		150 Janis Lane	556.48	38546902156	1/23/2020	63005081 44052 Utilities	Natural Gas Utilities
			<u>1,980.12</u>				
10662	Palasz	RMS Reporting Meeting	37.95	022220	2/21/2020	10024041 42089 PD	Education And Training
			<u>37.95</u>				
10663	Patterson Companies	Economic Incentive	106,279.44	3	2/25/2020	10016000 49999 CS	Sales Tax Rebate Program
			<u>106,279.44</u>				
10664	Pro-Line Door Systems, Inc.	Programmed 3 new Liftmaster button remotes	523.65	87374	2/10/2020	10015051 42011 PW Admin	Maintenance - Building/Grounds
			<u>523.65</u>				
10665	Ray O'Herron Co Inc	Uniform Allowance	151.99	2009964-IN	2/18/2020	10024041 44021 PD	Uniforms
		Uniform Allowance	183.99	2009963-IN	2/18/2020	10024041 44021 PD	Uniforms
			<u>335.98</u>				

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10666	Rick Steffens	Metra Pass Refund, #014,A-J 2020	67.50	123019	2/21/2020	60 35070	Metra Parking Permits
			<u>67.50</u>				
10667	RJN Group Inc	2019 SSES and Rehab Design	12,631.00	347206	2/7/2020	62005082 46047	Wastewater
			<u>12,631.00</u>				
10668	Robbins Schwartz	2018 Anastasiadis PTAB	19.24	19031	1/31/2020	10011013 42062	Legal Legal - General Fund
		2019 BOR	244.00	19032	1/31/2020	10011013 42062	Legal Legal - General Fund
			<u>263.24</u>				
10669	Robinson Engineering, Ltd	Ward 2-3 Stormwater Improvements	92,932.78	20010461	1/29/2020	50010000 46034	CIP Storm Sewer
		Ward 2-3 Stormwater Construction Engineering	10,541.22	20020040	2/10/2020	50010000 46034	CIP Storm Sewer
		NWWTP Phosphorus Removal	4,640.00	20020057	2/11/2020	63005082 42059	Sewer Industrial Pretreatment
			<u>108,114.00</u>				
10670	SAFE built	Building Inspections-Jan 2020	3,440.00	0065765-IN	1/31/2020	10012021 42034	CD Professional Services
			<u>3,440.00</u>				
10671	Speer Financial, Inc.	Disclosure services for outstanding bonds	852.50	d11/19-41	2/15/2020	63005082 49099	Sewer Miscellaneous
			<u>852.50</u>				
10672	Storino Ramello & Durkin	2020 Teamsters Local 700 Negotiations	111.00	79572	12/31/2019	10011013 42067	Legal Legal - Labor
		General Employment Matters	601.25	79571	12/31/2019	10011013 42067	Legal Legal - Labor
		General Employment Matters, 11/01/19	98.05	79362	11/30/2019	10011013 42067	Legal Legal - Labor
		General Employment Matters- 09/2019	592.00	78889	9/30/2019	10011013 42067	Legal Legal - Labor
		General Employment Matters- 08/19	194.25	78723	8/31/2019	10011013 42067	Legal Legal - Labor
			<u>1,596.55</u>				
10673	Terrace Supply Company	Gas Cylinder Rentals	27.28	01008773	1/31/2020	63005082 44015	Sewer Maintenance - Other Equipment
			<u>27.28</u>				
10674	Toscas Law Group	Mail-In Railroad Crossing Violations-02/07/20	175.00	02072020	2/10/2020	10024041 42034	PD Professional Services
			<u>175.00</u>				
10675	TransUnion Risk	Person Search-Jan 2020	127.10	427957-202001-1	2/1/2020	10024041 44039	PD Detective's Expense
			<u>127.10</u>				
10676	Tyler Technologies	ERP Implementation	715.65	045-291740	1/31/2020	50010000 46056	CIP Strategic Plan
		ERP Implementation	9,053.45	045-292789	2/13/2020	50010000 46056	CIP Strategic Plan
		ERP Implementation	4,480.00	045-290609	1/27/2020	50010000 46056	CIP Strategic Plan
			<u>14,249.10</u>				
10677	Valerie Grango	Reimbursement for Permit Tech Certification	219.00	2.13.20	2/13/2020	10012021 42089	CD Education And Training
			<u>219.00</u>				
10678	Village of Addison	Dispatch Services-July-Dec 2019	168,436.00	2020-00050018	1/30/2020	10024041 42466	PD Dispatching Services
			<u>168,436.00</u>				

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10679	Vortex Technologies, Inc	Scada for North Plant	1,855.00	6152	1/31/2020	63005082 42015	Sewer Maintenance - Other Equipment
		Exflow meter for North Plant	560.00	6150	1/29/2020	63005082 42015	Sewer Maintenance - Other Equipment
			<u>2,415.00</u>				
10680	Wolinski	CT/F10 Training	243.43	0221201	2/21/2020	10024041 42089	PD Education And Training
			<u>243.43</u>				
10681	BMO - Harris Bank	Maher-Coat uniform allowance	125.09	2001-615072	1/17/2020	10015051 44021	PW Admin Uniforms
		Len's Ace-Drill bit	8.99	012320	1/23/2020	63005082 44014	Sewer Maintenance - Sewer Mains
		Red Wing-Boots uniform allowance	294.56	40260	1/23/2020	10015051 44021	PW Admin Uniforms
		Forest Awards- Name plate	23.00	10216	2/4/2020	10015051 44031	PW Admin Office Supplies
		CPS - Brakes coolant supplies #502-153 Bezdicek	367.20	1-0126268	1/16/2020	63005081 44017	Utilities Maintenance - Vehicles
		Friendly Ford - Hub lockers #502-153	208.04	211262	1/16/2020	63005081 44017	Utilities Maintenance - Vehicles
		Bumper To Bumper - Wiper Blades Inventory	59.90	492-358049	1/17/2020	10 13002	GF Vehicle Parts Inventory
		Friendly Ford - Intake Gasket #409-162	10.30	211287	1/20/2020	10024041 44017	PD Maintenance - Vehicles
		CPS - Oil Filters Inventory	51.60	1-0126589	1/20/2020	10 13002	GF Vehicle Parts Inventory
		CPS - Spark Plugs Coil #409-162	104.31	1-0126582	1/20/2020	10024041 44017	PD Maintenance - Vehicles
		CPS - Ignition Coil Boot #409-162	4.02	1-0126605	1/20/2020	10024041 44017	PD Maintenance - Vehicles
		CPS - Battery #502-153	99.69	35-0003436	1/21/2020	63005081 44017	Utilities Maintenance - Vehicles
		Grainger - Latex Gloves #236-172	11.34	9418331980	1/21/2020	10035052 44017	Streets Maintenance - Vehicles
		Grainger - DEF Fluid #235-171	80.85	9424496249	1/27/2020	10035052 44017	Streets Maintenance - Vehicles
		Rush Truck - Quick Release Valve #236-172	32.90	3018105954	1/27/2020	10035052 44017	Streets Maintenance - Vehicles
		Force America - E Stop Relays #235-171	192.33	001-1412017	1/28/2020	10035052 44017	Streets Maintenance - Vehicles
		CPS - Battery #211-126	99.69	35-0003483	1/28/2020	10035052 44017	Streets Maintenance - Vehicles
		McCann - Compactor Bolts #PWE-063	62.40	P12884	1/29/2020	10035052 44015	Streets Maintenance - Other Equipment
		Grainger - Rubber Plow Deflector #224-167	128.84	9433152809	2/4/2020	10035052 44017	Streets Maintenance - Vehicles
		Rush Truck - Hand Valve #233-152	458.00	3018209622	2/4/2020	10035052 44017	Streets Maintenance - Vehicles
		Leach - Air Dryer Assembly # 233-152	262.31	1020439	2/4/2020	10035052 44017	Streets Maintenance - Vehicles
		Grainger - Circuit Breakers # 233-152	84.96	7432173293	2/4/2020	10035052 44017	Streets Maintenance - Vehicles
		Rush Truck -Rush Fix SCR Connector # 236-172	752.60	3018217807	2/5/2020	10035052 42017	Streets Maintenance - Vehicles
		Friendly Ford - Belt #404-177	18.10	211520	2/6/2020	10024041 44017	PD Maintenance - Vehicles
		CPS - Cabin Filters Inventory	54.36	1-0129437	2/6/2020	10 13002	GF Vehicle Parts Inventory
		Winter Equip - Curb Guard Kit #223-155	166.37	IV44030	2/5/2020	10035052 44017	Streets Maintenance - Vehicles
		Grainger - Drain Pan #210-115	18.47	9440290022	2/11/2020	10035052 44017	Streets Maintenance - Vehicles
		Wholesale Direct - Spotlight handles #406-148	91.21	243616	2/10/2020	10024041 44017	PD Maintenance - Vehicles
		McCann - Oil and fuel Filters, bumpers #511-11F	204.00	P13254	2/12/2020	63005081 44017	Utilities Maintenance - Vehicles
		Grainger - Slow Moving Triangle # 511-11F	39.96	9440998533	2/12/2020	63005081 44017	Utilities Maintenance - Vehicles
		Fullife-Jacket, sweatshirt gloves	129.98	51654	1/17/2020	10015051 44021	PW Admin Uniforms
		ISAWWA-Pump workshop	720.00	200048309	1/16/2020	63005081 42089	Utilities Education And Training
		USA Blue Book-Chemicals	144.87	143898	2/13/2020	63005081 44061	Utilities Laboratory Supplies
Ziebell Water-Shut off key	197.00	706112-000	1/28/2020	63005081 44013	Utilities Maintenance - Water Mains		
Grainger - Brake cleaner #460-097	33.00	582651	1/17/2020	63005082 44017	Sewer Maintenance - Vehicles		
McCann - Oil & fuel filters #240-12C	103.82	P12532	1/17/2020	10035052 44015	Streets Maintenance - Other Equipment		
Wickstrom Chevy - Rear brake rotors #460-097	126.62	193995	1/17/2020	63005082 44017	Sewer Maintenance - Vehicles		
Wickstrom Chevy - Rear axle parts #460-097	231.17	194008	1/20/2020	63005082 44017	Sewer Maintenance - Vehicles		

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		Wickstrom Chevy - Lug nuts #460-097	36.15	194022	1/20/2020	63005082	44017 Sewer Maintenance - Vehicles
		Bumper To Bumper - Rear wiper #460-097	8.19	492-358404	1/21/2020	63005082	44017 Sewer Maintenance - Vehicles
		Leahy-Wolf - 15W40 Oil Inventory	1,910.00	3925431	1/20/2020	10	13002 GF Vehicle Parts Inventory
		Leahy -Wolf - 120 lb. Grease #240-12C	564.00	392543	1/20/2020	10035052	44015 Streets Maintenance - Other Equipment
		CPS - Outer tie rod ends #460-097	120.74	1-0127180	1/22/2020	10024041	44017 PD Maintenance - Vehicles
		Grainger - Penetrating lube #242-144	9.92	9421493934	1/23/2020	10035052	44015 Streets Maintenance - Other Equipment
		Rush Truck - Trans fluid & filters #569-118	479.10	3018071641	1/24/2020	63005081	44017 Utilities Maintenance - Vehicles
		Friendly Ford - Fuel filter cap #226-074	37.36	211380	1/24/2020	10035052	44017 Streets Maintenance - Vehicles
		McCann - Pins & retaining rings #242-144	342.74	P12749	1/24/2020	10035052	44015 Streets Maintenance - Other Equipment
		CPS - Oil & fuel filters #226-074	70.02	1-0127568	1/24/2020	10035052	44017 Streets Maintenance - Vehicles
		Maher Lumber - Uniform Allowance	269.95	2001-615439	1/24/2020	10015051	44021 PW Admin Uniforms
		Bumper To Bumper - Oil & filters #PME-043	47.55	492-358833	1/24/2020	63005082	44015 Sewer Maintenance - Other Equipment
		Grainger - S/S 1/4" bolts #226-074	8.04	9424196930	1/27/2020	10035052	44017 Streets Maintenance - Vehicles
		Rush Truck - Fuel & oil filters Inventory	307.60	3018146850	1/30/2020	10	13002 GF Vehicle Parts Inventory
		JC Embroidry -Uniform Allowance	22.50	013020	1/30/2020	10015051	44021 PW Admin Uniforms
		Grainger - Flexible hone #242-144	22.19	9428284534	1/30/2020	10035052	44015 Streets Maintenance - Other Equipment
		Grainger - Binders & hooks #244-01E	123.45	9432931864	2/4/2020	10035052	44015 Streets Maintenance - Other Equipment
		Bumper To Bumper - Fuel & oil filters oil #244-01E	51.81	492-359775	2/4/2020	10035052	44015 Streets Maintenance - Other Equipment
		Atlas Bobcat - Vent diffuser #244-01E	26.56	BH0618	2/4/2020	10035052	44015 Streets Maintenance - Other Equipment
		Rush Truck - Mirror glass #236-172	53.90	3018224177	2/5/2020	10035052	44017 Streets Maintenance - Vehicles
		Rush Truck - Fuel & oil filters Inventory	343.50	3018224167	2/5/2020	10	13002 GF Vehicle Parts Inventory
		Bumper To Bumper - Marker lights #244-01E	10.04	492-359951	2/6/2020	10035052	44015 Streets Maintenance - Other Equipment
		Rush Truck - Mirror brackets #232-166	218.90	3018245906	2/6/2020	10035052	44017 Streets Maintenance - Vehicles
		Grainger - 4 AWG Cable lugs #231-122	14.70	9438573470	2/10/2020	10035052	44017 Streets Maintenance - Vehicles
		Monroe Truck - Tarp motor #231-122	284.45	328793	2/10/2020	10035052	44017 Streets Maintenance - Vehicles
		Grainger - Truck box #244-01E	203.96	9439067431	2/11/2020	10035052	44015 Streets Maintenance - Other Equipment
		Friendly Ford - Trans mount & hardware #454-114	85.10	211600	2/12/2020	63005082	44017 Sewer Maintenance - Vehicles
		Metal Supermarkets - S/S square tube #244-01E	52.73	1023301	2/12/2020	10035052	44015 Streets Maintenance - Other Equipment
		Jewel - Retirement party supplies	42.99	02/12/20	2/12/2020	10015053	44099 VGM Other Parts And Materials
		Grainger - Tires & inner tubes #PME-040	32.92	9429662076	2/13/2020	63005082	44015 Sewer Maintenance - Other Equipment
		BCR Automotive-Safety test	23.50	FOCS157264	2/6/2020	63005081	42017 Utilities Maintenance - Vehicles
		Amazon-Toner for Utilities	29.26	075671	2/21/2020	63005081	44099 Utilities Other Parts And Materials
		Amazon-JULIE statkes	15.75	098457	2/21/2020	10035052	44099 Streets Other Parts And Materials
		Amazon-Computer keyboard	49.25	019203	2/4/2020	10015051	42014 PW Admin Maintenance - Office Equipment
		Len's Ace-Water stop cement	14.39	077151	1/21/2020	63005082	44014 Sewer Maintenance - Sewer Mains
		Red Wing-Boots uniform allowance	302.04	062755	1/23/2020	10015051	44021 PW Admin Uniforms
		Redwing-Boots	289.98	099150	1/23/2020	10015051	44021 PW Admin Uniforms
		Redwing-Credit for charge including tax	-302.04	000000	1/23/2020	10015051	44021 PW Admin Uniforms
		Metropolitan Corp-Pump & cord	1,178.10	OS001175	1/16/2020	63005082	44015 Sewer Maintenance - Other Equipment
		Dultmeier Sales-Pump and clamps	1,900.80	3651534	1/24/2020	63005082	44015 Sewer Maintenance - Other Equipment
		A-Special-Grips for drain stations	312.90	151619	1/29/2020	63005082	44015 Sewer Maintenance - Other Equipment

## List of Bills - March 5, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
	Grainger-Repairs to RTA Station bathroom		810.16	1373228888	1/22/2020	60 44011	Metra Maintenance - Building/Grounds
	Dultmeier-Beet juice pump		42.23	1687088	2/10/2020	63005082 44011	Sewer Maintenance - Building/Grounds
	Len's Ace-Lite bulbs shovels		80.96	046615	1/27/2020	10035052 44015	Streets Maintenance - Other Equipment
	Miller Indstr-Credit for tax		-36.69	00000000	1/29/2020	50010000 46037	CIP City Hall Improvements
	Miller Indstr-Tools for repairs pictures		36.69	038032	1/29/2020	50010000 46037	CIP City Hall Improvements
	Miller Indstr-Tools for repairs pictures		33.97	062234	1/29/2020	50010000 46037	CIP City Hall Improvements
	Miller Indstr-Supplies for patching		26.46	DEV2-17897	1/21/2020	50010000 46037	CIP City Hall Improvements
	CPS Fuel/Transmission Filters for #414-066		27.71	1-0126184	1/16/2020	10024041 44017	PD Maintenance - Vehicles
	Friendly Ford Trans Housing /Gaskets for #414-066		200.88	211268	1/17/2020	10024041 44017	PD Maintenance - Vehicles
	Friendly Ford Transmission Plug for #414-066		9.37	211274	1/17/2020	10024041 44017	PD Maintenance - Vehicles
	Friendly Ford Transmission Mount for #414-066		22.94	211283	1/20/2020	10024041 44017	PD Maintenance - Vehicles
	CPS Motor Oil for Inventory		20.70	1-0126522	1/20/2020	10 13002	GF Vehicle Parts Inventory
	Friendly Ford Steering Gear/ Core for #406-148		1,341.13	211325	1/22/2020	10024041 44017	PD Maintenance - Vehicles
	Friendly Ford Steering Gear Core Credit #406-148		-400.00	211351	1/23/2020	10024041 44017	PD Maintenance - Vehicles
	Friendly Ford Wiper Arm and Parts for #406-148		56.17	211350	1/23/2020	10024041 44017	PD Maintenance - Vehicles
	Grainger Tires/Inner Tubes for PME-040		48.04	9422387622	1/24/2020	63005081 44015	Utilities Maintenance - Other Equipment
	Friendly Ford Spark Plugs/Gasket for #402-146		34.66	211439	1/30/2020	10024041 44017	PD Maintenance - Vehicles
	Russo Muffler for #PUE-018		71.43	PIV10039451	1/31/2020	63005081 44016	Utilities Maintenance - Facility
	Grainger Tires Returned for Credit #PME-040		-34.76	9429279525	1/31/2020	63005081 44015	Utilities Maintenance - Other Equipment
	Bumper 2 Bumper Wiper Blades for #104-135		11.98	492-359708	2/4/2020	10011011 44017	Admin Maintenance - Vehicles
	Suburban Driveline Inspection for #104-135		34.00	003500515880	2/4/2020	10011011 42017	Admin Maintenance - Vehicles
	CPS Oil Filters for Inventory		7.50	1-0129530	2/6/2020	10 13002	GF Vehicle Parts Inventory
	CPS Wiper Blades for Inventory		37.50	1-0129669	2/7/2020	10 13002	GF Vehicle Parts Inventory
	Friendly Ford Motor Assembly for #454-114		195.97	211560	2/10/2020	63005082 44017	Sewer Maintenance - Vehicles
	WPC-Pipes & sleeves		1,158.80	0293643	1/20/2020	63005081 44011	Utilities Maintenance - Building/Grounds
	Grainger-Sledge hammer		118.68	9417786655	1/21/2020	63005081 44013	Utilities Maintenance - Water Mains
	Grainger-Marking wand,batteries pipe wrench		199.18	9417535474	1/21/2020	63005081 44013	Utilities Maintenance - Water Mains
	WPC- band repair clamp		179.80	0293533	1/13/2020	63005081 44013	Utilities Maintenance - Water Mains
	Midwest Meter-Meters, flange & gaskets		2,698.00	007878-1	1/21/2020	63005081 44072	Utilities Water Meters
	Midwest Meter-Mag meter and flange		2,698.00	007878-2	1/21/2020	63005081 44072	Utilities Water Meters
	Midwest Meter- Mag meter and flange		2,823.50	007878-3	1/21/2020	63005081 44072	Utilities Water Meters
	M & M Lock-Repairs to frozen lock		89.00	1519	1/14/2020	10015051 44011	PW Admin Maintenance - Building/Grounds
	Red Wing-Boots		184.49	63304	1/23/2020	10015051 44021	PW Admin Uniforms
	Twist-Office supplies		140.64	899598-0	2/6/2020	10015051 44031	PW Admin Office Supplies
	White Cottage-Retirement party supplies		311.20	011374	2/13/2020	10015051 49099	PW Admin Miscellaneous
	Red Wing- Credit from last statement Tenuta		-288.16	40175	1/21/2020	10015051 44021	PW Admin Uniforms
	Midwest Meter-Meters flange and gaskets		2,698.00	099107	1/21/2020	63005081 44072	Utilities Water Meters
	Red Wing-Purchase of boots w/o tax		261.97	40176	1/21/2020	10015051 44021	PW Admin Uniforms
	Midwest Meter- Credit wrong equipment		-2,698.00	0118518	1/21/2020	63005081 44072	Utilities Water Meters
	Core & Main-Registers		710.00	L753014	1/15/2020	63005081 44072	Utilities Water Meters
	Midwest Meter-Meter base and Orion		1,940.25	0119014	2/6/2020	63005081 44072	Utilities Water Meters
	HBK Water Meter-Field test & repair 1 man		485.00	200043	2/3/2020	63005081 42118	Utilities Maintenance - Water Meters
	Len's Ace-Jacket uniform allowance		53.99	066867	1/17/2020	10015051 44021	PW Admin Uniforms

## List of Bills - March 5, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
	Grainger-Papertowels & other paper products		208.43	9436545231	2/7/2020	63005082 44011	Sewer Maintenance - Building/Grounds
	McMaster Carr-Air Filter Roll		88.62	332187833	1/22/2020	63005082 44015	Sewer Maintenance - Other Equipment
	Twist-Office Supplies		109.39	899983-0	2/10/2020	10012021 44031	CD Office Supplies
	Expedia-APA Conference		1,127.36	71004589586130	1/29/2020	10012021 49004	CD Conferences/Meetings
	ICSC 3 yr membership		270.00	240202	1/29/2020	10012021 42090	CD Dues And Subscriptions
	APA-APA Conference		760.00	3131125	1/28/2020	10012021 49004	CD Conferences/Meetings
	Crain's Chicago Membership		99.00	C9145064	2/5/2020	10012021 42090	CD Dues And Subscriptions
	COD - Training		225.00	331960875	1/22/2020	10011011 42089	Admin Education And Training
	Indeed - Job Posting Equipment Mechanic		145.16	333789419	2/1/2020	10011014 42095	HR Employee Recruitment
	Forest Awards - Recognition		73.00	336016857	2/13/2020	10011014 49041	HR Employee Recognition
	Comcast - monthly internet 144 Commerical		108.35	332828407	1/28/2020	63005081 42001	Utilities Telephone/Alarm Line
	GFOA - 4 webinars		340.00	333467484	1/30/2020	10013000 42089	Finance Education And Training
	Flood Brothers - Monthly garbage service		67,839.32	333789413	1/30/2020	61 42053	Sanitation Scavenger Service
	Tech Imaging - monthly copier fees		971.80	335374046	1/31/2020	10016000 42022	CS Equipment Rental
	Comcast - monthly service fee		10.54	333789414	2/3/2020	10011015 42001	IT Telephone/Alarm Line
	Comcast - monthly internet/phone for City		7,076.12	334746896	2/6/2020	10011015 42001	IT Telephone/Alarm Line
	AlphaGraphics - budget tabs		653.40	335374047	2/10/2020	10013000 42005	Finance Printing
	Staples - office supplies		59.19	335560436	2/11/2020	10013000 44031	Finance Office Supplies
	TWIST - office supplies		59.88	335775524	2/11/2020	10013000 44031	Finance Office Supplies
	Replacement Coffee Maker		212.46	197247746	1/21/2020	10024041 46001	PD Office Equipment
	N95 Protective Masks		91.80	9422824749	1/24/2020	10024041 44028	PD Emergency Services
	Illinois Truck Enforcement conference		80.00	331746747	1/21/2020	10024041 42089	PD Education And Training
	Illinois truck enforcement membership (Annual)		25.00	331746746	1/21/2020	10024041 42089	PD Education And Training
	Amazon-3 flash drives and covers		97.77	048278	1/20/2020	10024041 44039	PD Detective's Expense
	Staples - Office Supplies		77.15	73039448041	1/22/2020	10024041 44031	PD Office Supplies
	Amazon - Security Safe		127.39	054008	1/26/2020	10024041 44011	PD Maintenance - Building/Grounds
	Amazon - Refund for return		-57.98	001	1/31/2020	10024041 44021	PD Uniforms
	Staples - Refund		-18.81	7303944804	1/31/2020	10024041 44031	PD Office Supplies
	Staples - Toner, supplies		81.16	7304242877	1/31/2020	10024041 44029	PD Copy Supplies
	Amazon - Dry Erase Board/Detectives		245.90	077490	2/5/2020	10024041 44031	PD Office Supplies
	Staples - Office Supplies		69.86	7304573980	2/11/2020	10024041 44031	PD Office Supplies
	Amazon - Magnetic Board		64.04	037100	2/14/2020	10024041 44031	PD Office Supplies
	Target - Padlocks, Water, Cleaning Supplies		43.79	044006	1/23/2020	10024041 44011	PD Maintenance - Building/Grounds
	Target - Cleaning Supplies		15.31	053513	1/28/2020	10024041 44011	PD Maintenance - Building/Grounds
	Verizon-Phone bill		1,038.71	9845319924	1/1/2020	10024041 42001	PD Telephone/Alarm Line
	Grainger - Safety Glasses		6.60	1373897972	1/29/2020	10024041 49043	PD Safety Program
	Grainger - Safety Glasses		6.60	1373989048	1/29/2020	10024041 49043	PD Safety Program
	EB 2020 Advanced Severe Weather Seminar		40.00	082949	2/14/2020	10024041 42089	PD Education And Training
	Verizon-Squad Cards		838.53	9847107076	1/25/2020	10024041 42003	PD Communications
	Daily Herald - Stock Photo Fee		29.99	331960876	1/22/2020	10016000 42005	CS Printing
	Facebook - Ad Citizen Police Acad		7.05	333789420	1/31/2020	22040000 49036	Tourism Community Events
	4Imprint - Special Event Chairs		696.43	333789421	1/31/2020	22040000 49036	Tourism Community Events
	Amazon - Hard Drive Replacement		104.73	330986037	1/16/2020	10011015 46030	IT IT Equipment
	CDW - Node for ERP Servers		9,995.99	330986038	1/16/2020	50010000 46056	CIP Strategic Plan
	Sprint - Phone Service		1,049.46	330986039	1/17/2020	10011015 42001	IT Telephone/Alarm Line
	Amazon - Printer for TV Truck		29.89	331960865	1/22/2020	10011015 46030	IT IT Equipment

## List of Bills - March 5, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
	Amazon	Hard Drive Replacement	104.73	331960866	1/23/2020	10011015 46030	IT IT Equipment
	AVI SYSTEMS	PEG Channel Content	1,030.00	332187831	1/23/2020	10011015 42105	IT IT - Software Licenses & M/As
	Amazon	10 GB Cable for Switch	101.97	332516751	1/27/2020	10011015 46030	IT IT Equipment
	Amazon	Micro SD Memory Cards	75.12	333778412	2/1/2020	10011015 46030	IT IT Equipment
	Sprint	Phone Service	1,049.46	335374045	2/11/2020	10011015 42001	IT Telephone/Alarm Line
	GMIS	Annual GMIS Conference	199.00	335775523	2/12/2020	10011011 49005	Admin Conferences/Meetings - Admin
	Amazon	Replacement Laptops	2,784.00	336016849	2/13/2020	10011015 46030	IT IT Equipment
	Twist	Office Supplies	94.99	331279054	1/16/2020	10011011 44031	Admin Office Supplies
	Amazon	Media Office Supplies	54.85	331279055	1/17/2020	10011011 44031	Admin Office Supplies
	Amazon	Office Supplies	43.21	332187841	1/23/2020	10011011 44031	Admin Office Supplies
	Twist	Office Supplies	4.39	333020523	1/27/2020	10011011 44031	Admin Office Supplies
	Amazon	Office Supplies	29.97	333020524	1/29/2020	10011011 44031	Admin Office Supplies
	Salt Creek Golf Club	Downpayment	500.00	333235378	1/29/2020	22040000 49036	Tourism Community Events
	Amazon	Office Supplies	5.49	333467491	1/30/2020	10011011 44031	Admin Office Supplies
	Amazon	Office Supplies	32.31	333467490	1/30/2020	10011011 44031	Admin Office Supplies
	Ultimate Rental	Special Event Stage	447.50	333467495	1/31/2020	22040000 49036	Tourism Community Events
	Ultimate Rental	Special Event Stage	447.50	333467492	1/31/2020	22040000 49036	Tourism Community Events
	Ultimate Rental	Special Event Stage	447.50	333467494	1/31/2020	22040000 49036	Tourism Community Events
	Ultimate Rental	Special Event Stage	447.50	333467493	1/31/2020	22040000 49036	Tourism Community Events
	Sam's	Executive Session	202.58	335560440	2/10/2020	10011011 49099	Admin Miscellaneous
	Amazon	Office Supplies	14.68	335775531	2/12/2020	10011011 44031	Admin Office Supplies
	Amazon	Uniforms	82.66	008930	11/15/2019	10024041 44021	PD Uniforms
	Amazon	Desk Calendars	110.96	039278	11/18/2019	10024041 44031	PD Office Supplies
	Amazon	Flash Drives - Investigations	35.98	090837	11/20/2019	10024041 44031	PD Office Supplies
	Admin	Target - Executive Session	-91.04	3228263511	11/22/2019	10011011 49099	Admin Miscellaneous
	Admin	Target - Executive Session	-79.42	3228263501	12/2/2019	10011011 49099	Admin Miscellaneous
	Twist	Office Supplies	89.70	335048534	2/7/2020	10011011 44031	Admin Office Supplies
			135,349.15				
<b>Grand Total</b>			740,593.26				
<b>Total number of checks - 61</b>							

# **EXECUTIVE SESSION**

March 5, 2020 --- *Tape Recording is the Law!*

Pursuant to Illinois Open Meetings Act, 5ILCS120/2-1 *et seq.* to discuss:

1. Executive Session Official Minutes (Pursuant to 5ILCS120/2(c)(21))
2. Land Acquisition (Pursuant to 5ILCS120/2(c)(5))
3. Land Disposition (Pursuant to 5ILCS120/2(c)(6))
4. Pending Litigation (Pursuant to 5ILCS120/2(c)(11))
5. Probable Litigation (Pursuant to 5ILCS120/2(c)(11))
- 6. Collective Bargaining (Pursuant to 5ILCS120/2(c)(2))**
7. Personnel (Pursuant to 5ILCS120/2(c)(1))