



Agenda
Village of Glen Ellyn
Regular Meeting
Monday, October 12, 2015
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room

Village Board Meeting Procedures Statement

Visitors are most welcome to attend all meetings of the Village Board and can find copies of the Agenda on their chairs or online at www.glenellyn.org prior to the meeting. Meetings are taped and also televised on WideOpenWest Channel 6, AT&T Channel 99, and Comcast Cable Services Channel 10. Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact the Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Village Recognition: (Village Clerk Galvin)

1. The Glen Ellyn Woman's Club sent a letter to thank Maintenance Worker Ed Rosenwinkel for being thorough and pleasant during the planning process, and the Facilities staff for their helpfulness in ensuring their meetings run smoothly.
2. A letter was received from a business owner in the Central Business District to acknowledge a permit process without bureaucratic delays and an environment conducive to economic growth. The Village team included Planner Michele Stegall, Plan Examiner Paula Moritz, Property Inspector Bill Keel, Permit Clerks Heidi Carr, Holly Miller, Mary Ellyn Olson and Kathy Petrine, and Economic Development Coordinator Meredith Hannah.
3. An email was sent to Building and Zoning Official Steve Witt, Planner Michele Stegall, and Intern Caron Bricks in appreciation for their effort in the expedited successful completion of a project's permit process.

E. Audience Participation

1. Proclamation in recognition of the 25th Anniversary of the passage of the Americans with Disabilities Act.
2. Open: Members of the public are welcome to speak to any item *not* specifically listed on tonight's agenda for up to three minutes. For those items which are on tonight's agenda, the public will have the opportunity to comment at the time the item is discussed. In either case, please complete the Audience Participation form and turn it in to the Village Clerk. It is requested that, if possible, one spokesman for a group be appointed to present the views of the entire group. Speakers who are recognized are requested to step to a microphone and state their name, address and the group they are representing prior to addressing the Village Board.

F. Consent Agenda - The following items are considered routine business by the Village Board and will be approved in a single vote in the form listed below:

Motion to approve the following items including Payroll and Vouchers totaling \$2,901,750.69:
(Trustee Elliott)

1. Total Expenditures (Payroll and Vouchers) - \$2,901,750.69.

The vouchers have been reviewed by Trustee Elliott and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

2. Approve a Facade Improvement Award, in the amount of \$13,750, and a Downtown Retail Interior Improvement Award, in the amount of \$15,000, for 466 N. Main Street. (Economic Development Coordinator Hannah)
3. Approve award of a two-year contract for Snow Hauling Services for 2015/16 and 2016/17, to KLF Enterprises, of Markham, Illinois, in an amount not to exceed \$40,000, with equal annual payments of \$20,000, to be expensed to the General Fund. (Public Works Director Hansen)
4. Ordinance No. 6355-VC, An Ordinance to Amend Sections of the Village Code Regarding Parking on Crescent Boulevard between Park Boulevard and Lake Road. (Chief Norton)
5. Approve award of a contract to Heartland Payment Systems, of Jeffersonville, Indiana, for Merchant Card Processing Services, for a term of 36 months. (Finance Director Coyle)

G. Five Year Forecast: (Finance Director Coyle) (Discussion Only)

1. Finance Director Christina Coyle will present the Village's Five Year Forecast.

H. Reminders

1. A Special Village Board Workshop is scheduled for Thursday, October 15, 2015 at 6:30PM in Room 301 of the Glen Ellyn Civic Center.
2. A Special Village Board Workshop is scheduled for Monday, October 19, 2015 at 6:30PM in Room 301 of the Glen Ellyn Civic Center.
3. A Special Village Board Workshop is scheduled for Thursday, October 22, 2015 at 6:30PM in Room 301 of the Glen Ellyn Civic Center.
4. A Special Village Board Workshop is scheduled for Monday, October 26, 2015 at 6:00PM in Room 301 of the Glen Ellyn Civic Center.
5. A Village Board Meeting is scheduled for Monday, October 26, 2015 at 7:00PM in the Galligan Board Room of the Glen Ellyn Civic Center.

I. Other Business

J. Adjournment



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1951)

DOC ID: 1951

The Glen Ellyn Woman's Club sent a letter to thank Maintenance Worker Ed Rosenwinkel for being thorough and pleasant during the planning process, and the Facilities staff for their helpfulness in ensuring their meetings run smoothly.

ATTACHMENTS:

- Recognition 01 E. Rosenwinkel (PDF)

September 25, 2015

Glen Ellyn Woman's Club
Glen Ellyn, IL 60137

Mr. Alex Demos, President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear Mr. Demos:

On behalf of the Glen Ellyn Woman's Club, I would like to thank you and your very cooperative staff. Ed Rosenwinkel and his maintenance staff's efforts have been extremely helpful to enable our meetings to run smoothly. Recently when we needed help Ed was new and on the job just a couple weeks.

We explained what we needed. He took notes and was very confident and pleasant to work with. Everything was in place and we enjoyed our meeting.

We enjoy meeting at the Civic Center and appreciate your partnership with us.
Thank you!

Sincerely,



Marilyn Alton
Corresponding Secretary
Glen Ellyn Woman's Club



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1952)

DOC ID: 1952

A letter was received from a business owner in the Central Business District to acknowledge a permit process without bureaucratic delays and an environment conducive to economic growth. The Village team included Planner Michele Stegall, Plan Examiner Paula Moritz, Property Inspector Bill Keel, Permit Clerks Heidi Carr, Holly Miller, Mary Ellyn Olson and Kathy Petrine, and Economic Development Coordinator Meredith Hannah.

ATTACHMENTS:

- Recognition 02 P&D (PDF)

Mr. Gayle M. Franzen
747 N. Wabash Ave.
Suite 1401
Chicago, IL 60611
Gayle.franzen@yahoo.com
630-542-2212

September 24, 2015

The Honorable Alexander W. Demos, President
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Dear President Demos and Members of the Village Council:

My son and I own the commercial building at 530 Crescent Boulevard in downtown Glen Ellyn and recently had the pleasure of working with Village Manager Mark Franz and his staff.

After 7 years of vacancy we were finally able to sign a long term lease with Dunkin Donuts.

At each step of the Village permit process your staff reacted quickly with clarity thus allowing our negotiations with Dunkin Donuts to move smoothly without any of the "typical" governmental bureaucratic delays.

As a businessman and taxpayer thank you for creating an environment conducive to economic growth.

Sincerely,



Gayle M. Franzen

Cc: Mr. Mike Formento, Executive Director, Glen Ellyn Chamber of Commerce



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration - Recognition
Department Head: Al Stonitsch
Category: Recognition
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1953)

DOC ID: 1953

An email was sent to Building and Zoning Official Steve Witt, Planner Michele Stegall, and Intern Caron Bricks in appreciation for their effort in the expedited successful completion of a project's permit process.

ATTACHMENTS:

- Recongition 03 P&D (PDF)

From: Noreen Kubinski [mailto:nkubinski@hbkengineering.com]
Sent: Friday, October 02, 2015 10:18 AM
To: Steve Witt; Bob Nash
Cc: 'Ranieri, Richard A:(ComEd)'; acardenas@westmonroepartners.com; 'Jodi Bednar'; 'Maria Quimpo'; Michael.Foster2@ComEd.com; Staci Hulseberg; Michele Stegall; mfranze@glenellyn.org; ademos@glenellyn.com
Subject: RE: Thank You! Glen Ellyn Ordinance Approval - Glen Ellyn SS 514 - Building Permit Approval-Contractor Registration - Mr. Robert Nash - Utility & Industrial Construction Co.

Steve,

Thank you for your outstanding assistance, guidance and support in working with me to obtain the building permit. It has been a pleasure to work with you, Caron Bricks, and Michele Stegall on obtaining the variance and building permit for this important project for ComEd. The ComEd ACR project team appreciates everyone working together for an expedited successful completion of this project. The Village of Glen Ellyn is very lucky to have you, Caron and Michele on their administration staff!!!

Thanks again,

Noreen

From: Steve Witt [mailto:switt@glenellyn.org]
Sent: Friday, October 02, 2015 9:06 AM
To: Bob Nash
Cc: 'Ranieri, Richard A:(ComEd)'; acardenas@westmonroepartners.com; 'Jodi Bednar'; 'Maria Quimpo'; Michael.Foster2@ComEd.com; Noreen Kubinski; Staci Hulseberg; Michele Stegall
Subject: RE: Glen Ellyn Ordinance Approval - Glen Ellyn SS 514 - Building Permit Approval-Contractor Registration - Mr. Robert Nash - Utility & Industrial Construction Co.

Mr. Nash:

As a follow up to my voice message of this morning, please note that as Noreen indicated in her email below, the drawings have been approved for this project. We need all contractors/subcontractors to register as well as the project cost to determine the permit fee prior to our issuing the building permit. Please contact me or any of our permit clerks at your earliest convenience to complete the permitting process.

Regards,

Stephen R. Witt
Building & Zoning Official

From: Noreen Kubinski [<mailto:nkubinski@hbkengineering.com>]

Sent: Tuesday, September 29, 2015 5:20 PM

To: Bob Nash; Steve Witt

Cc: 'Ranieri, Richard A:(ComEd)'; acardenas@westmonroepartners.com; 'Jodi Bednar'; 'Maria Quimpo'; Michael.Foster2@ComEd.com

Subject: Glen Ellyn Ordinance Approval - Glen Ellyn SS 514 - Building Permit Approval-Contractor Registration - Mr. Robert Nash - Utility & Industrial Construction Co.

Hi Mr. Nash,

Per our conversation this afternoon, Rick Ranieri and I attended the Village of Glen Ellyn Board meeting last night, and the Board unanimously approved Ordinance No. 6354 – ComEd Special Use Permit for Installation of Monopole/Antenna.

Following the Board meeting, Mr. Steve Witt, Building & Zoning Official – Planning & Development Department, requested that I contact you and send an e-mail to you and copy Steve with both of your contact information and next steps in the process.

- Steve will be contacting you this week to confirm a date/time to meet with you this week for your Utility & Industrial Contractor Registration with Village of Glen Ellyn.
- Steve already reviewed and approved the attached Building Permit Application/Supporting Documents.
- Upon your meeting and immediate approval of your Contractor Registration Number, you will be able to begin your installation work.
- Prior to commencement of construction, a minimum of 48 hours, can you please notify the Property Manager for the 470 North Kenilworth building owner Mr. Paul Cassidy:
Mr. Roger Chavez, Key Investment & Management Inc. Property Manager for 470 North Kenilworth – 630-932-5757.
I spoke with Mr. Chavez this afternoon, and upon your notification, he will notify Mr. Cassidy, the building owner, of start date. The apartment building is adjacent to the ComEd Glen Ellyn SS514
- **Important:** Upon entering the substation, please make sure to enter/exit from Kenilworth Street. ComEd has easement/signage to enter and exit through the apartment parking lot area off of Kenilworth.

Contact Information:

Mr. Stephen R. Witt
Building & Zoning Official
Village of Glen Ellyn Planning & Development
535 Duane Street
Glen Ellyn, IL 60137



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Proclamation
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1950)

DOC ID: 1950

**Proclamation in recognition of the 25th Anniversary of the passage
of the Americans with Disabilities Act.**

ATTACHMENTS:

- Proclamation ADA 25th Anniversary (PDF)



Proclamation

WHEREAS, nearly 1 in 5 residents of the United States have a disability and the population of people with disabilities is increasing among all age groups; and

WHEREAS, the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 by President George H.W. Bush, which recognizes that persons with disabilities have a history of being subjected to unequal treatment, and that the nation's goals regarding individuals with disabilities are to assure equality of opportunity, full participation, independent living, and economic self-sufficiency; and

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, and increasing full inclusion in community life, however, despite great strides that people with disabilities have made as a result of the ADA, barriers remain; and

WHEREAS, the goals of ADA 25 are to foster public recognition that disability is a natural part of the human experience and expand opportunities for people with disabilities to participate fully in civic, social and economic life of the nation, our state and our community.

NOW, THEREFORE, I, ALEXANDER W. DEMOS, President of the Village of Glen Ellyn, Illinois, do hereby celebrate this milestone 25-year anniversary of the Americans with Disabilities Act and encourage all residents of the Village of Glen Ellyn to reaffirm our opposition to discrimination based on disability for there is no higher calling than to recognize the dignity and worth of all people.

VILLAGE PRESIDENT
ATTEST:

VILLAGE CLERK

DATE



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Vouchers
Prepared By: Caroline Conlon

SCHEDULED

AGENDA ITEM (ID # 1949)

DOC ID: 1949

Total Expenditures (Payroll and Vouchers) - \$2,901,750.69.
The vouchers have been reviewed by Trustee Elliott and Manager Franz prior to this meeting, and are consistent with the Village's purchasing policy.

ATTACHMENTS:

- Voucheres 10-12-2015 (PDF)

Approval of Vouchers
For the Village Board Meeting of October 12, 2015

EXPENDITURES:

Accounts Payable Warrant 0915-4	9/25/2015	\$	1,396,894.47
Accounts Payable Warrant 0915-5	9/29/2015	\$	24,571.86
Accounts Payable Warrant 1015-1	10/2/2015	\$	993,781.64
Sub-Total		\$	2,415,247.97
Warrant Total			\$ 2,415,247.97

PAYROLL EXPENDITURES**October 2, 2015****Net Employee Payroll Checks****\$308,038.64****Employee & Employer Payroll Deductions:**

Employee Deductions*	132,635.54
IMRF - Employer contribution	21,698.52
Social Security/Medicare Tax Withheld - Employer portion	24,130.02

Total Payroll

\$	486,502.72
\$	-
\$	486,502.72

GRAND TOTAL \$ 2,901,750.69

* Employee deductions include contributions for pensions, health insurance, union dues and other employee directed deductions such as tax withholdings, 457 & 125 plan contributions and supplemental life insurance.

10/02/2015 11:20 VILLAGE OF GLEN ELLYN
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WARRANT: 0915-4

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TO FISCAL 2015/09 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
25 A LAMP CONCRETE CONTRACTORS, INC. 62176 09/04/15 20150017 218178 P 09/25/15 40000 580160 14004 ELM-GENEVA-COTTAGE 250,905.24 INVOICE: 15148 62176 09/04/15 20150017 218178 P 09/25/15 50100 580100 14004 ELM-GENEVA-COTTAGE 5,645.27 INVOICE: 15148 62176 09/04/15 20150017 218178 P 09/25/15 50200 580100 14004 ELM-GENEVA-COTTAGE 8,673.30 INVOICE: 15148 VENDOR TOTALS 1,933,358.20 YTD INVOICED 1,933,358.20 YTD PAID 265,223.81									
8181 MWSTAR WASTE HOLDINGS CORPORATION 62140 08/15/15 TB0000013853 218179 P 09/25/15 143300 521115 LANDFILL FEES 488.46 INVOICE: TB0000013853 VENDOR TOTALS 8,889.65 YTD INVOICED 9,790.10 YTD PAID 488.46									
9699 AMERICAN COMBUSTION SERVICE, INC 62135 08/31/15 15553 218180 P 09/25/15 121300 520970 MAINTENANCE-BUILDING & GR 2,256.00 INVOICE: 15553 VENDOR TOTALS 2,256.00 YTD INVOICED 2,256.00 YTD PAID 2,256.00									
1107 AMERICAN EXPRESS AMEX-124 09/22/15 15543 W 09/25/15 55720 520810 CREDIT CARD FEES 1,456.61 INVOICE: AMEXREC-77 AMEX-124 09/22/15 15543 W 09/25/15 55730 520810 CREDIT CARD FEES 1,157.93 INVOICE: AMEXREC-77 AMEX-124 09/22/15 15543 W 09/25/15 55750 520810 CREDIT CARD FEES 92.97 INVOICE: AMEXREC-77 VENDOR TOTALS 14,799.81 YTD INVOICED 14,799.81 YTD PAID 2,707.51									
9706 HOMEPAGES HOLDINGS, LLC 62255 09/21/15 1635616 218181 P 09/25/15 55730 520903 MARKETING 950.00 INVOICE: 1635616 62255 09/21/15 1635616 218181 P 09/25/15 55730 520903 MARKETING 950.00 INVOICE: 1635616 VENDOR TOTALS 1,900.00 YTD INVOICED 1,900.00 YTD PAID 1,900.00									
52 SOUTH WEST INDUSTRIES INC 62136 01/08/15 160532 218182 P 09/25/15 121300 521075 CONTRACT MAINT SERVICE 325.00 INVOICE: 160532 62137 08/01/14 151658 218182 P 09/25/15 121300 521075 CONTRACT MAINT SERVICE 199.00 INVOICE: 151658 62138 09/01/14 153194 218182 P 09/25/15 121300 521075 CONTRACT MAINT SERVICE 199.00 INVOICE: 153194 62139 09/01/15 172781 218182 P 09/25/15 121300 521075 CONTRACT MAINT SERVICE 199.00 INVOICE: 172781									

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WARRANT: 0915-4

TO FISCAL 2015/09 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE VOUCHER PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS	3,723.50	YTD INVOICED			3,723.50	YTD PAID	922.00
1543 ASSOC. OF ILLINOIS SENIOR CENTERS 62141 INVOICE: 92215	09/18/15	218183	P	09/25/15	121500	DUES-SUBSCRIPTIONS-REG FE	75.00
VENDOR TOTALS	75.00	YTD INVOICED			75.00	YTD PAID	75.00
8437 B & F CONSTRUCTION CODE SERVICES, INC 62143 INVOICE: 42310	08/25/15	218184	P	09/25/15	126200	BUILDING REVIEWS	1,131.85
VENDOR TOTALS	69,322.97	YTD INVOICED			69,322.97	YTD PAID	1,131.85
6832 POWER UP BATTERIES LLC 62144 INVOICE: 487-261122	09/04/15	218185	P	09/25/15	121300	OPERATING SUPPLIES	177.90
VENDOR TOTALS	2,170.65	YTD INVOICED			2,212.65	YTD PAID	177.90
82 BELL FUELS, INC. 62177 INVOICE: 230290	09/10/15	218186	P	09/25/15	55710	GAS AND OIL	990.60
VENDOR TOTALS	26,794.19	YTD INVOICED			26,794.19	YTD PAID	990.60
6028 BENKERT BUILDERS 62142 INVOICE: HMR091815	09/18/15	218187	P	09/25/15	500	HYDRANT METER DEPOSITS	500.00
62142 INVOICE: HMR091815	09/18/15	218187	P	09/25/15	5010	METERED WATER REVENUE	-75.00
VENDOR TOTALS	925.00	YTD INVOICED			925.00	YTD PAID	425.00
9535 CAR CADDIE VALET, LLC 62248 INVOICE: 92415	09/04/15	218188	P	09/25/15	55730	OPERATING SUPPLIES	243.00
VENDOR TOTALS	886.00	YTD INVOICED			886.00	YTD PAID	243.00
9457 CAREERS IN GOVERNMENT, INC 62147 INVOICE: 11-7324	04/14/15	218189	P	09/25/15	121200	RECRUITING AND TESTING	199.00
VENDOR TOTALS	199.00	YTD INVOICED			199.00	YTD PAID	199.00
9702 CARY CONCRETE PRODUCTS, INC 62191 INVOICE: 35838	09/14/15	218190	P	09/25/15	143300	MAINTENANCE-SIGNS	4,500.00

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WARRANT: 0915-4

TO FISCAL 2015/09 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		4,500.00	YTD INVOICED				4,500.00	YTD PAID	4,500.00
117 C.B.M.T., INC. 62189 INVOICE: 28586 62189 INVOICE: 28586	09/16/15 09/16/15			218191 218191	P P	09/25/15 09/25/15	143400 121610	CBD APPEARANCE MAINTENANCE-BUILDING & GR	3,080.15 314.82
VENDOR TOTALS		23,068.07	YTD INVOICED				23,068.07	YTD PAID	3,394.97
137 CDW GOVERNMENT, INC. 62190 INVOICE: XX42830	09/10/15 09/10/15			218192	P	09/25/15	121400	COMPUTER EQUIPMENT/PROJEC	250.91
VENDOR TOTALS		37,945.24	YTD INVOICED				37,945.24	YTD PAID	250.91
8502 NEW CHICAGO WHOLESALE BAKERY, INC 62179 INVOICE: 320068	09/18/15 09/18/15			218193	P	09/25/15	550	FOOD INVENTORY	98.75
VENDOR TOTALS		4,160.74	YTD INVOICED				4,160.74	YTD PAID	98.75
9488 CHICAGO TESTING LABORATORY, INC 62180 INVOICE: 15EG70503	09/16/15 09/16/15			218194	P	09/25/15	40000	ELM-GENEVA-COTTAGE	1,582.00
VENDOR TOTALS		9,176.00	YTD INVOICED				9,176.00	YTD PAID	1,582.00
171 COCA-COLA REFRESHMENTS USA INC 62178 INVOICE: 821202487	09/18/15 09/18/15			218195	P	09/25/15	550	NA BEVERAGES INVENTORY	714.96
VENDOR TOTALS		8,519.83	YTD INVOICED				8,519.83	YTD PAID	714.96
175 COMMONWEALTH EDISON COMPANY 62145 INVOICE: 62145 62146 INVOICE: 62146 62149 INVOICE: 62149 62181 INVOICE: 62181 62182 INVOICE: 62182 62182 INVOICE: 62182 62183	09/10/15 09/11/15 09/11/15 09/16/15 09/15/15 09/16/15 09/16/15 09/16/15 09/16/15 09/15/15			218197 218197 218196 218196 218196 218196 218196 218196 218197	P P P P P P P P P	09/25/15 09/25/15 09/25/15 09/25/15 09/25/15 09/25/15 09/25/15 09/25/15 09/25/15	21000 50100 121600 21000 143300 21000 53000 50200	STREET LIGHTING/ENERGY CO UTILITIES UTILITIES STREET LIGHTING/ENERGY CO ESDA EXPENSE STREET LIGHTING/ENERGY CO UTILITIES UTILITIES	141.81 109.81 603.91 165.39 59.45 155.31 38.77 36.71

10/02/2015 11:20 VILLAGE OF GLEN ELLYN
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WARRANT: 0915-4

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TO FISCAL 2015/09 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 62183	09/15/15			218197	P	09/25/15	50100	UTILITIES	1,243.89
INVOICE: 62184	09/14/15			218197	P	09/25/15	50200	UTILITIES	80.13
INVOICE: 62185	09/14/15			218197	P	09/25/15	50200	UTILITIES	63.05
INVOICE: 62186	09/14/15			218197	P	09/25/15	50200	UTILITIES	36.45
INVOICE: 62187	09/14/15			218197	P	09/25/15	50200	UTILITIES	48.79
INVOICE: 62188	09/15/15			218197	P	09/25/15	21000	STREET LIGHTING/ENERGY CO	
INVOICE: 62188									
VENDOR TOTALS				79,841.77	YTD INVOICED		80,177.77	YTD PAID	2,783.49
9478 DANIEL HOWARD									
INVOICE: 62174	09/20/15			218175	P	09/24/15	55730	ENTERTAINMENT	400.00
INVOICE: 92415									
VENDOR TOTALS				1,200.00	YTD INVOICED		1,200.00	YTD PAID	400.00
7757 CHRISTINA COYLE									
INVOICE: 62252	09/23/15			218198	P	09/25/15	122100	TRAVEL	257.35
INVOICE: ER092415									
VENDOR TOTALS				564.33	YTD INVOICED		564.33	YTD PAID	257.35
204 DAILY HERALD									
INVOICE: 62150	09/02/15			218199	P	09/25/15	126200	PRINTING	103.50
INVOICE: T4418006				218199	P	09/25/15	126200	PRINTING	100.05
INVOICE: 62151	09/02/15			218199	P	09/25/15	40000	CONSTRUCTION PROJECTS	71.30
INVOICE: T4418010									
INVOICE: 62152	09/02/15								
INVOICE: T4418277									
VENDOR TOTALS				6,502.35	YTD INVOICED		6,703.60	YTD PAID	274.85
9079 PATRICK T DUGAN									
INVOICE: 62175	09/20/15			218176	P	09/24/15	55730	ENTERTAINMENT	300.00
INVOICE: 92415									
VENDOR TOTALS				1,800.00	YTD INVOICED		1,800.00	YTD PAID	300.00
249 DUPAGE COUNTY									
INVOICE: 62148	07/13/15			218200	P	09/25/15	126100	PRINTING	60.00
INVOICE: 201507130172									
VENDOR TOTALS				24,847.20	YTD INVOICED		24,847.20	YTD PAID	60.00
250 DUPAGE COUNTY PUBLIC WORKS									
INVOICE: 62153	09/11/15			218201	P	09/25/15	50100	UTILITIES	20.71
INVOICE: 92215									

10/02/2015 11:20 VILLAGE OF GLEN ELLYN
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WARRANT: 0915-4

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TO FISCAL 2015/09 01/01/2015 TO 12/31/2015

VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	78.26 YTD INVOICED	78.26 YTD PAID	20.71
VENDOR TOTALS												
8327	ETS CORPORATION	5089812	09/22/15		15544	W	09/25/15	55720	CREDIT CARD FEES	520810		7,404.44
	INVOICE: ETSREC-27	5089812	09/22/15		15544	W	09/25/15	55730	CREDIT CARD FEES	520810		6,035.32
	INVOICE: ETSREC-27	5089812	09/22/15		15544	W	09/25/15	55750	CREDIT CARD FEES	520810		472.62
	INVOICE: ETSREC-27											
VENDOR TOTALS												
291	EUCLID BEVERAGE, LTD	62192	09/17/15		67,152.56	YTD INVOICED			67,152.56	YTD PAID		13,912.38
	INVOICE: 8177819315				218202	P	09/25/15	550	BEER INVENTORY	150303		2,992.20
VENDOR TOTALS												
9707	JAMES PATRICK FARRAR	62256	09/14/15		48,408.15	YTD INVOICED			48,408.15	YTD PAID		2,992.20
	INVOICE: 20141101				218203	P	09/25/15	100	ESCROWS - DEVELOPER DEPOS	240100		11,075.00
VENDOR TOTALS												
360	GLENBARD W. W. TREATMENT PLT.	3282130	09/22/15		11,075.00	YTD INVOICED			11,075.00	YTD PAID		11,075.00
	INVOICE: FY15-9				15545	W	09/25/15	50200	PAYMENT TO GWA	521130		293,829.33
VENDOR TOTALS												
9692	LOUIS GLUNZ BEER, INC	62250	09/16/15		2,612,957.92	YTD INVOICED			2,612,957.92	YTD PAID		293,829.33
	INVOICE: 811838	62251	09/22/15		15548	W	09/25/15	550	NA BEVERAGES INVENTORY	150305		384.95
	INVOICE: 813432				15549	W	09/25/15	550	NA BEVERAGES INVENTORY	150305		67.90
VENDOR TOTALS												
4739	GORDON FOOD SERVICE, INC.	62193	09/17/15		598.75	YTD INVOICED			598.75	YTD PAID		452.85
	INVOICE: 165406785	62193	09/17/15		218204	P	09/25/15	550	FOOD INVENTORY	150301		333.57
	INVOICE: 165406785	62193	09/17/15		218204	P	09/25/15	550	NA BEVERAGES INVENTORY	150305		1,016.92
	INVOICE: 165406785	62193	09/17/15		218204	P	09/25/15	55730	DRY GOODS	530410		163.52
	INVOICE: 165406785	62193	09/17/15		218204	P	09/25/15	55720	OPERATING SUPPLIES	530105		56.87
VENDOR TOTALS												
					36,016.05	YTD INVOICED			36,016.05	YTD PAID		1,570.88

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7298 GREENSCAPE HOMES LLC 62154 09/14/15 INVOICE: 20141023 62155 09/14/15 INVOICE: 20141022				218205	P	09/25/15	100 240100	ESCROWS - DEVELOPER DEPOS	4,950.00
				218205	P	09/25/15	100 240100	ESCROWS - DEVELOPER DEPOS	3,400.00
VENDOR TOTALS							47,574.43	YTD PAID	8,350.00
6405 HIGHLAND BAKING CO 62194 09/22/15 INVOICE: 941544 62195 09/23/15 INVOICE: 942216 62196 09/21/15 INVOICE: 940822 62197 09/16/15 INVOICE: 737723 62198 09/17/15 INVOICE: 938354 62199 09/19/15 INVOICE: 939907				218206	P	09/25/15	550 150301	FOOD INVENTORY	136.51
				218206	P	09/25/15	550 150301	FOOD INVENTORY	95.14
				218206	P	09/25/15	550 150301	FOOD INVENTORY	137.33
				218206	P	09/25/15	550 150301	FOOD INVENTORY	203.12
				218206	P	09/25/15	550 150301	FOOD INVENTORY	92.40
				218206	P	09/25/15	550 150301	FOOD INVENTORY	258.27
VENDOR TOTALS							24,096.72	YTD PAID	922.77
9700 IL LEAP 62156 09/14/15 INVOICE: 92215 62156 09/14/15 INVOICE: 92215				218207	P	09/25/15	134100 520600	DUES-SUBSCRIPTIONS-REG FE	50.00
				218207	P	09/25/15	134200 520600	DUES-SUBSCRIPTIONS-REG FE	25.00
VENDOR TOTALS							75.00	YTD PAID	75.00
414 ILLINOIS DEPT. OF REVENUE ST-1-109 09/24/15 INVOICE: ST-1-121				15550	W	09/21/15	55700 520955	SALES TAXES - LINKS	26,314.00
VENDOR TOTALS							139,456.00	YTD PAID	26,314.00
612 KONICA MINOLTA BUSINESS SOLUTIONS INC 62200 09/19/15 INVOICE: 27497315				218208	P	09/25/15	121400 520901	COPIER	275.00
VENDOR TOTALS							7,896.76	YTD INVOICED	275.00
4325 ERIK LANPHIER 62254 09/23/15 INVOICE: DED051915				218209	P	09/25/15	60000 520893	WELLNESS/HEALTH INCENTIVE	400.00
VENDOR TOTALS							400.00	YTD INVOICED	400.00
8983 ANDREW WOOD INC								YTD PAID	

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62201 INVOICE: 398932	09/15/15 398932	218210	P	09/25/15	55720	520903	MARKETING
VENDOR TOTALS	15,750.00 YTD INVOICED					15,750.00 YTD PAID	1,750.00
546 LEN'S ACE HARDWARE, INC. 62157 INVOICE: 68090	08/12/15 68090	218211	P	09/25/15	121300	530105	OPERATING SUPPLIES
VENDOR TOTALS	9,368.70 YTD INVOICED					9,368.70 YTD PAID	12.19
8668 MID-WEST INSTITUTIONAL FOODS DISTRIBUTORS, INC. 62202 INVOICE: 416582	09/21/15 416582	218212	P	09/25/15	550	150301	FOOD INVENTORY
62203 INVOICE: 417740	09/23/15 417740	218212	P	09/25/15	550	150301	FOOD INVENTORY
62204 INVOICE: 417887	09/23/15 417887	218212	P	09/25/15	550	150301	FOOD INVENTORY
62205 INVOICE: 418002	09/23/15 418002	218212	P	09/25/15	550	150301	FOOD INVENTORY
62206 INVOICE: 413946	09/16/15 413946	218212	P	09/25/15	550	150301	FOOD INVENTORY
62207 INVOICE: 415276	09/18/15 415276	218212	P	09/25/15	550	150301	FOOD INVENTORY
62208 INVOICE: 416091	09/19/15 416091	218212	P	09/25/15	550	150301	FOOD INVENTORY
VENDOR TOTALS	59,156.03 YTD INVOICED					59,156.03 YTD PAID	2,533.66
615 MIZUNO USA, INC. 62209 INVOICE: 41129343 RI	08/19/14 41129343 RI	218213	P	09/25/15	55750	530105	OPERATING SUPPLIES
62210 INVOICE: 532112	09/06/07 532112	218213	P	09/25/15	55750	530105	OPERATING SUPPLIES
VENDOR TOTALS	3,647.70 YTD INVOICED					3,647.70 YTD PAID	414.24
1212 MURPHY & MILLER, INC. 62158 INVOICE: 234392	06/26/15 234392	218214	P	09/25/15	45000	570145	RENO CENTER RENOVATION
VENDOR TOTALS	47,549.22 YTD INVOICED					47,549.22 YTD PAID	19,923.00
632 NAPCO STEEL INC 62211 INVOICE: 387751	09/14/15 387751	218215	P	09/25/15	55715	530105	OPERATING SUPPLIES
VENDOR TOTALS	684.60 YTD INVOICED					684.60 YTD PAID	684.60
8790 A NEW DAIRY CO, INC 62212	09/22/15	218216	P	09/25/15	550	150305	NA BEVERAGES INVENTORY
							52.72

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INVOICE: 1458606	09/22/15			218216	P	09/25/15	550	150301	FOOD INVENTORY
INVOICE: 1458606	09/15/15			218216	P	09/25/15	550	150301	FOOD INVENTORY
INVOICE: 1457442	09/15/15			218216	P	09/25/15	550	150305	NA BEVERAGES INVENTORY
INVOICE: 1457442	09/18/15			218216	P	09/25/15	550	150301	FOOD INVENTORY
INVOICE: 1458121	09/18/15			218216	P	09/25/15	550	150305	NA BEVERAGES INVENTORY
INVOICE: 1458121									
VENDOR TOTALS								21,556.08	YTD PAID
7183 NEWEGG INC									
INVOICE: 1201310645	09/11/15			218217	P	09/25/15	126100	530100	OFFICE SUPPLIES
INVOICE: 1201310645	09/11/15			218217	P	09/25/15	126200	530100	OFFICE SUPPLIES
VENDOR TOTALS								6,298.50	YTD PAID
651 NORTHERN ILLINOIS GAS COMPANY									
INVOICE: 62159	09/11/15			218218	P	09/25/15	40000	580100	CONSTRUCTION PROJECTS
VENDOR TOTALS								44,170.90	YTD PAID
666 JACK GRAY TRANSPORT INC									
INVOICE: 10156828	09/05/15			218219	P	09/25/15	55710	530435	SOD, SEED, SAND & GRAVEL
INVOICE: 10156832	09/03/15			218219	P	09/25/15	55710	530435	SOD, SEED, SAND & GRAVEL
INVOICE: 10156830	09/04/15			218219	P	09/25/15	55710	530435	SOD, SEED, SAND & GRAVEL
INVOICE: 10156835	09/02/15			218219	P	09/25/15	55710	530435	SOD, SEED, SAND & GRAVEL
INVOICE: 10156837	09/01/15			218219	P	09/25/15	55710	530435	SOD, SEED, SAND & GRAVEL
VENDOR TOTALS								5,046.25	YTD PAID
6453 PARAMEDIC BILLING SERVICES, INC.									
INVOICE: PBS-66	09/22/15			15541	W	09/25/15	135200	520926	AMBULANCE BILLING SERVICE
INVOICE: PBS-66	09/22/15			15541	W	09/25/15	1000	440050	AMBULANCE SERVICE FEES
VENDOR TOTALS								-4,151.14	YTD PAID
6994 PITNEY BOWES, INC									

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62162 INVOICE: 3971413-SP15	09/13/15			218220	P	09/25/15	122100	520975	9
VENDOR TOTALS	1,599.36	YTD INVOICED							appdwarr
496 JOSEPH G POLLARD CO., INC.	09/09/15			218221	P	09/25/15	50200	521010	TO FISCAL 2015/09 01/01/2015 TO 12/31/2015
62161 INVOICE: 24123	09/09/15								
VENDOR TOTALS	37.00	YTD INVOICED							
8440 THOMAS W POPE	09/20/15			218177	P	09/24/15	55730	520904	
62173 INVOICE: 92415	09/20/15								
VENDOR TOTALS	1,600.00	YTD INVOICED							
6552 PROVANTAGE CORPORATION	09/16/15			218222	P	09/25/15	121400	570110	
62163 INVOICE: 7487260	09/16/15								
62164 INVOICE: 7483628	09/11/15			218222	P	09/25/15	121400	570110	
62220 INVOICE: 7486226	09/15/15			218222	P	09/25/15	121400	570110	
62221 INVOICE: 7486225	09/15/15			218222	P	09/25/15	121400	570110	
VENDOR TOTALS	16,051.74	YTD INVOICED							
9703 HELEN RAUSCH	09/24/15			218223	P	09/25/15	50200	521145	
62223 INVOICE: SWR092415	09/24/15								
VENDOR TOTALS	3,162.50	YTD INVOICED							
7936 REMPE-SHARPE AND ASSOCIATES, INC	08/24/15			218224	P	09/25/15	40000	580160	
62166 INVOICE: 24732	08/24/15			218224	P	09/25/15	50100	580100	
62166 INVOICE: 24732	08/24/15			218224	P	09/25/15	50200	580100	
62166 INVOICE: 24732	08/24/15			218224	P	09/25/15	50200	580100	
VENDOR TOTALS	58,920.89	YTD INVOICED							
9701 PAUL/JENNY RIEGER	09/22/15			218225	P	09/25/15	1000	480200	
62167 INVOICE: 92215	09/22/15								
VENDOR TOTALS	370.00	YTD INVOICED							

1,340.69
3,162.50
3,162.50
20,127.78
7,000.00
3,500.00
30,627.78
370.00
370.00

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761 RONNOCO HOLDINGS, INC 62222 09/17/15 INVOICE: 746260517				218226	P	09/25/15	550 150305	NA BEVERAGES INVENTORY	521.64
VENDOR TOTALS			7,318.08	YTD INVOICED				7,318.08 YTD PAID	521.64
766 DRI-STICK DECAL CORP 62165 09/11/15 INVOICE: 311388				218227	P	09/25/15	53000 530105	OPERATING SUPPLIES	3,164.98
VENDOR TOTALS			3,915.37	YTD INVOICED				3,915.37 YTD PAID	3,164.98
6093 SCHAMBERGER BROTHERS, INC 62236 09/22/15 INVOICE: 17826				218228	P	09/25/15	550 150303	BEER INVENTORY	735.00
VENDOR TOTALS			14,540.25	YTD INVOICED				14,540.25 YTD PAID	735.00
774 SCHEFFLER'S FLOWERS 62237 09/15/15 INVOICE: 7184				218229	P	09/25/15	143400 521057	CBD APPEARANCE	1,000.00
VENDOR TOTALS			3,000.00	YTD INVOICED				3,000.00 YTD PAID	1,000.00
141 SENTRY SECURITY 62169 09/01/15 INVOICE: 173086				218230	P	09/25/15	121600 521055	PROFESSIONAL SERVICES - O	192.39
VENDOR TOTALS			577.17	YTD INVOICED				774.67 YTD PAID	192.39
2982 SM CONSTRUCTION 62239 09/08/15 INVOICE: 92415				218231	P	09/25/15	121300 520970	MAINTENANCE-BUILDING & GR	240.00
VENDOR TOTALS			13,900.00	YTD INVOICED				13,900.00 YTD PAID	240.00
1379 SOUTHERN WINE & SPIRITS OF ILLINOIS 62234 09/17/15 INVOICE: 4870845				218232	P	09/25/15	550 150302	LIQUOR INVENTORY	382.54
62234 09/17/15 INVOICE: 4870845				218232	P	09/25/15	550 150304	WINE INVENTORY	3,528.75
62234 09/17/15 INVOICE: 4870845				218232	P	09/25/15	550 150305	NA BEVERAGES INVENTORY	302.75
VENDOR TOTALS			60,690.86	YTD INVOICED				60,690.86 YTD PAID	4,214.04
2687 STAPLES CONTRACT & COMMERCIAL, INC. 62168 08/27/15 INVOICE: 3275799546				218233	P	09/25/15	121300 530105	OPERATING SUPPLIES	348.33

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VENDOR TOTALS		12,857.61		YTD INVOICED			12,964.36	YTD PAID	348.33
7600 STUEVER & SONS, INC 62235 09/16/15 INVOICE: 112000				218234	P	09/25/15	55730	OPERATING SUPPLIES	167.00
VENDOR TOTALS		2,666.00		YTD INVOICED			2,666.00	YTD PAID	167.00
826 SUBURBAN DOOR CHECK & LOCK SERVICE INC 62238 09/01/15 INVOICE: IN465208				218235	P	09/25/15	121300	MAINTENANCE-BUILDING & GR	234.00
VENDOR TOTALS		1,692.75		YTD INVOICED			1,692.75	YTD PAID	234.00
835 SUPERIOR BEVERAGE CO. 62225 09/16/15 INVOICE: 641618				218236	P	09/25/15	550	BEER INVENTORY	591.65
62226 09/23/15 INVOICE: 102251				218236	P	09/25/15	550	BEER INVENTORY	-90.00
62227 09/23/15 INVOICE: 641692				218236	P	09/25/15	550	BEER INVENTORY	344.20
VENDOR TOTALS		19,605.60		YTD INVOICED			19,605.60	YTD PAID	845.85
839 SWALLOW CONSTRUCTION CORP. 62224 09/11/15 INVOICE: 92415		20150025		218237	P	09/25/15	40000	GLENWOOD-ARBOR-RIDGEWOOD	446,465.33
62224 09/11/15 INVOICE: 92415		20150025		218237	P	09/25/15	50100	GLENWOOD-ARBOR-RIDGEWOOD	166,622.40
62224 09/11/15 INVOICE: 92415		20150025		218237	P	09/25/15	50200	GLENWOOD-ARBOR-RIDGEWOOD	32,484.25
VENDOR TOTALS		1,671,170.23		YTD INVOICED			1,671,170.23	YTD PAID	645,571.98
844 SYSCO FOOD SERV - CHICAGO, INC 62228 09/21/15 INVOICE: 509211694				218238	P	09/25/15	550	FOOD INVENTORY	1,604.80
62228 09/21/15 INVOICE: 509211694				218238	P	09/25/15	55730	OPERATING SUPPLIES	37.58
62228 09/21/15 INVOICE: 509211694				218238	P	09/25/15	55720	OPERATING SUPPLIES	146.88
62229 09/23/15 INVOICE: 509231934				218238	P	09/25/15	550	FOOD INVENTORY	2,391.87
62229 09/23/15 INVOICE: 509231934				218238	P	09/25/15	55730	DRY GOODS	19.23
62230 09/15/15 INVOICE: 509151863				218238	P	09/25/15	550	FOOD INVENTORY	3,174.14
62230 09/15/15 INVOICE: 509151863				218238	P	09/25/15	550	NA BEVERAGES INVENTORY	189.36
62230 09/15/15				218238	P	09/25/15	55730	OPERATING SUPPLIES	116.76

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INVOICE: 509151863	09/15/15			218238	P	09/25/15	55730	530410	102.54
INVOICE: 509151863	09/15/15			218238	P	09/25/15	55720	530105	246.26
INVOICE: 509151863	09/16/15			218238	P	09/25/15	550	150301	1,298.75
INVOICE: 509161869	09/16/15			218238	P	09/25/15	550	150305	19.35
INVOICE: 509161869	09/16/15			218238	P	09/25/15	55730	530400	35.80
INVOICE: 509161869	09/18/15			218238	P	09/25/15	550	150301	2,563.23
INVOICE: 509181884	09/18/15			218238	P	09/25/15	55730	530105	473.46
INVOICE: 509181884	09/18/15			218238	P	09/25/15	55730	530410	64.08
INVOICE: 509181884	09/18/15			218238	P	09/25/15	55720	530105	225.32
INVOICE: 509091053	09/09/15			218238	P	09/25/15	550	150301	20.74
VENDOR TOTALS				278,661.83	YTD INVOICED			278,661.83	YTD PAID
9705 LORI THOMAS	09/23/15			218239	P	09/25/15	122100	520625	410.95
INVOICE: ER092415									
VENDOR TOTALS				410.95	YTD INVOICED			410.95	YTD PAID
865 ACUSHNET COMPANY	09/21/15			218240	P	09/25/15	550	150300	3,834.51
INVOICE: 901371662									
INVOICE: 901371662	06/30/15			218240	P	09/25/15	55750	530105	400.00
INVOICE: 901016364									
VENDOR TOTALS				85,916.14	YTD INVOICED			85,916.14	YTD PAID
884 U.S. FOODSERVICE, INC.	09/17/15			218241	P	09/25/15	550	150301	1,006.69
INVOICE: 178722									
VENDOR TOTALS				23,691.29	YTD INVOICED			23,691.29	YTD PAID
911 AURORA LAUNDRY COMPANY, INC	09/23/15			218242	P	09/25/15	55730	530105	62.24
INVOICE: 78867									
INVOICE: 78867	09/23/15			218242	P	09/25/15	55730	530445	11.50
INVOICE: 78867	09/23/15			218242	P	09/25/15	55730	530446	303.55
INVOICE: 78867									

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62244 INVOICE: S74954	09/22/15			218242	P	09/25/15	55730	530446	21.85
62245 INVOICE: 74017	09/16/15			218242	P	09/25/15	55730	530105	62.24
62245 INVOICE: 74017	09/16/15			218242	P	09/25/15	55730	530445	16.60
62245 INVOICE: 74017	09/16/15			218242	P	09/25/15	55730	530446	440.03
VENDOR TOTALS			18,424.06	YTD INVOICED				18,424.06	918.01
9704 VITORIO'S RISTORANTE									
62249 INVOICE: 92415	09/24/15			218243	P	09/25/15	1000	420300	2,075.00
VENDOR TOTALS			2,075.00	YTD INVOICED				2,075.00	2,075.00
3995 WAREHOUSE DIRECT OFFICE PRODUCTS									
62172 INVOICE: 2817869-0	09/14/15			218244	P	09/25/15	143100	530100	8.83
62172 INVOICE: 2817869-0	09/14/15			218244	P	09/25/15	143300	530100	26.62
62172 INVOICE: 2817869-0	09/14/15			218244	P	09/25/15	143400	530100	26.62
VENDOR TOTALS			2,011.90	YTD INVOICED				2,011.90	62.07
7711 WINDY CITY DISTRIBUTION COMPANY									
62246 INVOICE: 627843	09/17/15			218245	P	09/25/15	550	150303	619.89
VENDOR TOTALS			26,046.54	YTD INVOICED				26,046.54	619.89
6568 WIRTZ BEVERAGE ILLINOIS LLC									
62247 INVOICE: 1012625331	09/22/15			218246	P	09/25/15	550	150302	382.93
VENDOR TOTALS			24,231.82	YTD INVOICED				24,231.82	382.93
8565 WIDEPENWEST FINANCE LLC									
62171 INVOICE: 62171	09/15/15			218247	P	09/25/15	121400	521195	70.75
VENDOR TOTALS			1,248.75	YTD INVOICED				1,248.75	70.75
REPORT TOTALS									1,396,894.47
TOTAL PRINTED CHECKS								COUNT	AMOUNT
								73	1,060,631.85

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VENDOR NAME	INV DATE VOUCHER PO	TO FISCAL 2015/09 01/01/2015 TO 12/31/2015
DOCUMENT	CHECK NO T CHK DATE GL ACCOUNT	GL ACCOUNT DESCRIPTION

TOTAL WIRE TRANSFERS		7 336,262.62

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1107 AMERICAN EXPRESS									
62337 INVOICE: AMEXFEE-24	09/25/15			15652	W	09/29/15	50100	520835	BANKING SERVICES
62337 INVOICE: AMEXFEE-24	09/25/15			15652	W	09/29/15	50200	520835	BANKING SERVICES
62337 INVOICE: AMEXFEE-24	09/25/15			15652	W	09/29/15	54000	520835	BANKING SERVICES
VENDOR TOTALS				14,799.81	YTD INVOICED			14,799.81	YTD PAID
8327 ETS CORPORATION									
62336 INVOICE: FEC0BD6E	08/21/15			15651	W	09/29/15	55720	530105	OPERATING SUPPLIES
VENDOR TOTALS				67,152.56	YTD INVOICED			67,152.56	YTD PAID
9708 MICHELE FEHRING									
62288 INVOICE: 62288	09/28/15			218248	P	09/30/15	540	120210	ACCOUNTS RECV - UTILITY BI
VENDOR TOTALS				73.76	YTD INVOICED			73.76	YTD PAID
304 FIFTH THIRD BANK									
5221113 INVOICE: COYC-44	08/27/15			15568	W	09/21/15	50100	520835	BANKING SERVICES
5221113 INVOICE: COYC-44	08/27/15			15568	W	09/21/15	50200	520835	BANKING SERVICES
5221113 INVOICE: COYC-44	08/27/15			15568	W	09/21/15	54000	520835	BANKING SERVICES
5221213 INVOICE: COYC-44	08/27/15			15597	W	09/21/15	55730	530105	OPERATING SUPPLIES
5221312 INVOICE: CONM-163	08/27/15			15574	W	09/21/15	126500	520903	MARKETING
5221312 INVOICE: HANM-63	08/27/15			15570	W	09/21/15	121500	530105	OPERATING SUPPLIES
553034 INVOICE: DAVS-51	08/27/15			15598	W	09/21/15	121200	520615	RECRUITING AND TESTING
553058 INVOICE: STOA-106	08/27/15			15579	W	09/21/15	55730	530105	OPERATING SUPPLIES
582465 INVOICE: SOTA-34	08/27/15			15569	W	09/21/15	40000	580160	ELM-GENEVA-COTTAGE
601402 INVOICE: DAUR-3	08/27/15			15563	W	09/21/15	5500	489000	MISCELLANEOUS REVENUE
606812 INVOICE: CARV-28	08/27/15			15551	W	09/21/15	55720	530105	OPERATING SUPPLIES
62257 INVOICE: ALLN-295	08/27/15			15552	W	09/21/15	55720	530105	OPERATING SUPPLIES
62258 INVOICE: ALLN-296	08/27/15			15553	W	09/21/15	55720	530105	OPERATING SUPPLIES
62259 INVOICE: ALLN-297	08/27/15			15555	W	09/21/15	121300	520970	MAINTENANCE-BUILDING & GR
62260 INVOICE: BINM-440	08/27/15								

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62261 INVOICE:	08/27/15			15556	W	09/21/15	121400	570110	COMPUTER EQUIPMENT/PROJEC
62262 INVOICE:	08/27/15			15557	W	09/21/15	121400	570110	COMPUTER EQUIPMENT/PROJEC
62263 INVOICE:	08/27/15			15560	W	09/21/15	550	150300	PRO SHOP INVENTORY
62264 INVOICE:	08/27/15			15561	W	09/21/15	55730	521195	TELECOMMUNICATIONS
62265 INVOICE:	08/27/15			15561	W	09/21/15	55720	521195	TELECOMMUNICATIONS
62266 INVOICE:	08/27/15			15562	W	09/21/15	55720	530105	OPERATING SUPPLIES
62267 INVOICE:	08/27/15			15564	W	09/21/15	550	150301	FOOD INVENTORY
62268 INVOICE:	08/27/15			15565	W	09/21/15	55730	530105	OPERATING SUPPLIES
62269 INVOICE:	08/27/15			15566	W	09/21/15	55730	530105	OPERATING SUPPLIES
62270 INVOICE:	08/27/15			15567	W	09/21/15	550	150301	FOOD INVENTORY
62271 INVOICE:	08/27/15			15572	W	09/21/15	65000	520625	TRAVEL
62272 INVOICE:	08/27/15			15573	W	09/21/15	65000	530310	PARTS PURCHASED
62273 INVOICE:	08/27/15			15577	W	09/21/15	134200	530105	OPERATING SUPPLIES
62274 INVOICE:	08/27/15			15580	W	09/21/15	550	150301	FOOD INVENTORY
62275 INVOICE:	08/27/15			15580	W	09/21/15	550	150305	NA BEVERAGES INVENTORY
62276 INVOICE:	08/27/15			15581	W	09/21/15	55730	530105	OPERATING SUPPLIES
62277 INVOICE:	08/27/15			15582	W	09/21/15	55730	530105	OPERATING SUPPLIES
62278 INVOICE:	08/27/15			15583	W	09/21/15	550	150303	BEER INVENTORY
62279 INVOICE:	08/27/15			15584	W	09/21/15	55730	530105	OPERATING SUPPLIES
62280 INVOICE:	08/27/15			15585	W	09/21/15	55730	520600	DUES-SUBSCRIPTIONS-REG FE
62281 INVOICE:	08/27/15			15588	W	09/21/15	134100	530105	OPERATING SUPPLIES
62282 INVOICE:	08/27/15			15590	W	09/21/15	550	150300	PRO SHOP INVENTORY
62283 INVOICE:	08/27/15			15591	W	09/21/15	55700	520600	DUES-SUBSCRIPTIONS-REG FE
				15592	W	09/21/15	55720	530445	UNIFORMS
				15592	W	09/21/15	55730	530445	UNIFORMS
				15593	W	09/21/15	55730	520600	DUES-SUBSCRIPTIONS-REG FE
									1,102.50

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 62284	08/27/15	VESJ-335		15594	W	09/21/15	55720	521195	TELECOMMUNICATIONS
INVOICE: 62285	08/27/15	VESJ-336		15595	W	09/21/15	55700	520600	DUES-SUBSCRIPTIONS-REG FE
INVOICE: 62286	08/27/15	VESJ-337		15600	W	09/21/15	143100	520620	EMPLOYEE EDUCATION
INVOICE: 62286	08/27/15	BUCD-253		15600	W	09/21/15	143300	520620	EMPLOYEE EDUCATION
INVOICE: 62286	08/27/15	BUCD-253		15600	W	09/21/15	50100	520620	EMPLOYEE EDUCATION
INVOICE: 62286	08/27/15	BUCD-253		15600	W	09/21/15	50200	520620	EMPLOYEE EDUCATION
INVOICE: 62292	08/27/15	BUCD-253		15603	W	09/21/15	134100	530105	OPERATING SUPPLIES
INVOICE: 62293	08/27/15	MILC-307		15604	W	09/21/15	134100	530105	OPERATING SUPPLIES
INVOICE: 62294	08/27/15	MILC-308		15605	W	09/21/15	134300	520933	STATE DRUG FORFEITURE EXP
INVOICE: 62295	08/27/15	MILC-309		15606	W	09/21/15	134100	530105	OPERATING SUPPLIES
INVOICE: 62296	08/27/15	MILC-310		15607	W	09/21/15	134100	520600	DUES-SUBSCRIPTIONS-REG FE
INVOICE: 62297	08/27/15	MILC-311		15608	W	09/21/15	134200	520625	TRAVEL
INVOICE: 62298	08/27/15	MILC-312		15609	W	09/21/15	134100	530105	OPERATING SUPPLIES
INVOICE: 62299	08/27/15	MILC-313		15611	W	09/21/15	121300	520970	MAINTENANCE-BUILDING & GR
INVOICE: 62300	08/27/15	KOLH-256		15612	W	09/21/15	121300	520620	EMPLOYEE EDUCATION
INVOICE: 62301	08/27/15	KOLH-257		15613	W	09/21/15	121200	520305	EMPLOYEE RECOGNITION
INVOICE: 62302	08/27/15	STOA-107		15614	W	09/21/15	121200	520615	RECRUITING AND TESTING
INVOICE: 62303	08/27/15	STOA-108		15615	W	09/21/15	121200	520615	RECRUITING AND TESTING
INVOICE: 62304	08/27/15	STOA-109		15616	W	09/21/15	121200	520305	EMPLOYEE RECOGNITION
INVOICE: 62305	08/27/15	STOA-110		15617	W	09/21/15	550	150301	FOOD INVENTORY
INVOICE: 62305	08/27/15	CONN-164		15617	W	09/21/15	55730	530105	OPERATING SUPPLIES
INVOICE: 62305	08/27/15	CONN-164		15617	W	09/21/15	550	150305	NA BEVERAGES INVENTORY
INVOICE: 62306	08/27/15	CONN-164		15618	W	09/21/15	55730	520903	MARKETING
INVOICE: 62307	08/27/15	CONN-165		15619	W	09/21/15	5500	489000	MISCELLANEOUS REVENUE
INVOICE: 62308	08/27/15	CONN-166		15620	W	09/21/15	550	150301	FOOD INVENTORY

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62308 INVOICE:	08/27/15			15620	W	09/21/15	55730	OPERATING SUPPLIES	97.29
62308 INVOICE:	08/27/15	CONM-167		15620	W	09/21/15	55730	UNIFORMS	24.48
62309 INVOICE:	08/27/15	CONM-167		15621	W	09/21/15	55730	OPERATING SUPPLIES	504.93
62309 INVOICE:	08/27/15	CONM-168		15621	W	09/21/15	55730	DRY GOODS	6.95
62309 INVOICE:	08/27/15	CONM-168		15622	W	09/21/15	55730	OPERATING SUPPLIES	148.04
62310 INVOICE:	08/27/15	CONM-169		15623	W	09/21/15	121100	PROFESSIONAL SERVICES - O	774.00
62311 INVOICE:	08/27/15	FRAM-301		15624	W	09/21/15	121200	PUBLIC RELATIONS	64.15
62312 INVOICE:	08/27/15	FRAM-302		15625	W	09/21/15	121200	PUBLIC RELATIONS	37.66
62313 INVOICE:	08/27/15	FRAM-303		15625	W	09/21/15	121200	EMPLOYEE RECOGNITION	128.50
62313 INVOICE:	08/27/15	FRAM-303		15626	W	09/21/15	121200	PUBLIC RELATIONS	100.44
62314 INVOICE:	08/27/15	FRAM-304		15627	W	09/21/15	121100	VILLAGE COMMISSIONS	112.00
62315 INVOICE:	08/27/15	FRAM-305		15629	W	09/21/15	55730	MARKETING	50.49
62316 INVOICE:	08/27/15	PEKC-596		15630	W	09/21/15	55730	MARKETING	166.55
62317 INVOICE:	08/27/15	PEKC-597		15630	W	09/21/15	55720	MARKETING	56.32
62317 INVOICE:	08/27/15	PEKC-597		15631	W	09/21/15	55710	OPERATING SUPPLIES	81.20
62318 INVOICE:	08/27/15	PEKC-598		15632	W	09/21/15	55710	OPERATING SUPPLIES	286.20
62319 INVOICE:	08/27/15	PEKC-599		15633	W	09/21/15	55710	OPERATING SUPPLIES	112.98
62320 INVOICE:	08/27/15	PEKC-600		15633	W	09/21/15	55720	OPERATING SUPPLIES	19.99
62320 INVOICE:	08/27/15	PEKC-600		15634	W	09/21/15	55735	MAINTENANCE-EQUIPMENT	492.92
62321 INVOICE:	08/27/15	PEKC-601		15635	W	09/21/15	55715	OPERATING SUPPLIES	85.33
62322 INVOICE:	08/27/15	PEKC-602		15637	W	09/21/15	50100	OPERATING SUPPLIES	7.99
62323 INVOICE:	08/27/15	GRER-143		15638	W	09/21/15	50100	MAINTENANCE-EQUIPMENT	199.00
62324 INVOICE:	08/27/15	GRER-144		15640	W	09/21/15	55715	MAINTENANCE-EQUIPMENT	901.65
62325 INVOICE:	08/27/15	LUDM-841		15641	W	09/21/15	55715	MAINTENANCE-EQUIPMENT	264.25
62326 INVOICE:	08/27/15	LUDM-842		15641	W	09/21/15	55715	OPERATING SUPPLIES	263.55
62327 INVOICE:	08/27/15	LUDM-842		15642	W	09/21/15	55710	MAINTENANCE-BUILDING & GR	129.00

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INVOICE: 62328	LUDM-843 08/27/15			15643	W	09/21/15	55710	520980	MAINTENANCE-DRAIN & IRRIG	335.00
INVOICE: 62329	LUDM-844 08/27/15			15644	W	09/21/15	55710	520970	MAINTENANCE-BUILDING & GR	950.95
INVOICE: 62330	LUDM-845 08/27/15			15645	W	09/21/15	55725	520975	MAINTENANCE-EQUIPMENT	744.00
INVOICE: 62331	LUDM-846 08/27/15			15646	W	09/21/15	55715	530105	OPERATING SUPPLIES	65.49
INVOICE: 62332	LUDM-847 08/27/15			15647	W	09/21/15	55715	520975	MAINTENANCE-EQUIPMENT	646.26
INVOICE: 62333	LUDM-848 08/27/15			15648	W	09/21/15	55710	530105	OPERATING SUPPLIES	15.93
INVOICE: ACOA-83	LUDM-849 08/27/15			15546	W	09/21/15	121300	530105	OPERATING SUPPLIES	69.09
INVOICE: ALLN-95	ACOA-104 08/27/15			15547	W	09/21/15	55720	530105	OPERATING SUPPLIES	494.40
INVOICE: BINM-103	ALLN-294 08/27/15			15554	W	09/21/15	121400	570110	COMPUTER EQUIPMENT/PROJEC	54.61
INVOICE: BUCD-96	BINM-439 08/27/15			15558	W	09/21/15	143300	521055	PROFESSIONAL SERVICES - O	84.00
INVOICE: BUCD-96	BUCD-252 08/27/15			15558	W	09/21/15	143400	521055	PROFESSIONAL SERVICES - O	84.00
INVOICE: CAMM-104	BUCD-252 08/27/15			15559	W	09/21/15	55720	530105	OPERATING SUPPLIES	65.42
INVOICE: FRAF-95	CAMM-384 08/27/15			15571	W	09/21/15	65000	530305	LICENSE PLATES	103.37
INVOICE: FRAM-47	FRAF-257 08/27/15			15599	W	09/21/15	121200	520905	PRINTING	150.00
INVOICE: GRER-75	FRAM-300 08/27/15			15636	W	09/21/15	50100	520975	MAINTENANCE-EQUIPMENT	97.31
INVOICE: HANJ-25	GRER-142 08/27/15			15575	W	09/21/15	143100	520305	EMPLOYEE RECOGNITION	33.00
INVOICE: HARJ-88	HANJ-67 08/27/15			15576	W	09/21/15	134200	530105	OPERATING SUPPLIES	388.75
INVOICE: KOLH-89	HARJ-273 08/27/15			15610	W	09/21/15	121300	520970	MAINTENANCE-BUILDING & GR	89.28
INVOICE: LUDM-106	KOLH-255 08/27/15			15639	W	09/21/15	55715	520975	MAINTENANCE-EQUIPMENT	967.96
INVOICE: LUDM-106	LUDM-840 08/27/15			15639	W	09/21/15	55710	520980	MAINTENANCE-DRAIN & IRRIG	462.52
INVOICE: MILC-58	LUDM-840 08/27/15			15602	W	09/21/15	134100	530105	OPERATING SUPPLIES	353.28
INVOICE: NORP-83	MILC-306 08/27/15			15578	W	09/21/15	134100	530105	OPERATING SUPPLIES	59.63
INVOICE: PEKC-104	NORP-154 08/27/15			15628	W	09/21/15	55720	530105	OPERATING SUPPLIES	404.80
INVOICE: PEKC-104	PEKC-595 08/27/15			15628	W	09/21/15	55710	520970	MAINTENANCE-BUILDING & GR	471.32
INVOICE: TAVE-53	PEKC-595 08/27/15			15586	W	09/21/15	134100	530105	OPERATING SUPPLIES	91.98
INVOICE: TAVE-70	TAVE-70 08/27/15									

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VAVK-37 INVOICE:	08/27/15			15587	W	09/21/15	530105	OPERATING SUPPLIES	39.96
VESJ-104 INVOICE:	08/27/15			15589	W	09/21/15	520903	MARKETING	275.00
VESJ-104 INVOICE:	08/27/15			15589	W	09/21/15	520903	MARKETING	280.00
WEBN-73 INVOICE:	08/27/15			15596	W	09/21/15	530105	OPERATING SUPPLIES	156.91
WEBN-162									
VENDOR TOTALS				274,441.13	YTD INVOICED		274,441.13	YTD PAID	22,160.42
5947 GLEN ELLYN BANK & TRUST 62287 INVOICE:	09/25/15			15601	W	09/29/15	520835	BANKING SERVICES	1,363.47
62287 INVOICE:	09/25/15			15601	W	09/29/15	520835	BANKING SERVICES	173.44
62287 INVOICE:	09/25/15			15601	W	09/29/15	520835	BANKING SERVICES	173.44
62287 INVOICE:	09/25/15			15601	W	09/29/15	520835	BANKING SERVICES	173.44
VENDOR TOTALS				19,675.68	YTD INVOICED		19,675.68	YTD PAID	1,883.79
355 GLEN ELLYN PUBLIC LIBRARY 62334 INVOICE:	09/25/15			15649	W	09/24/15	410300	PPRT	46.96
INVOICE:	PPRT-89								
VENDOR TOTALS				37,037.42	YTD INVOICED		37,037.42	YTD PAID	46.96
922 VILLAGE OF GLEN ELLYN 62335 INVOICE:	09/01/15			15650	W	09/29/15	55700	DUES-SUBSCRIPTIONS-REG FE	100.00
INVOICE:	20508								
VENDOR TOTALS				130,443.87	YTD INVOICED		130,443.87	YTD PAID	100.00
9710 TOMONORI/MIE NAKAGAMA 62290 INVOICE:	09/28/15			218249	P	09/30/15	540	ACCOUNTS REC - UTILITY BI	77.34
62291 INVOICE:	09/29/15			218249	P	09/30/15	240	ACCOUNTS REC - UTILITY BI	1.13
62291 INVOICE:	09/29/15			218249	P	09/30/15	540	ACCOUNTS REC - UTILITY BI	3.29
62291 INVOICE:	09/29/15			218249	P	09/30/15	500	ACCOUNTS REC - UTILITY BI	.66
62291 INVOICE:	09/29/15			218249	P	09/30/15	500	ACCOUNTS REC - UTILITY BI	1.95
VENDOR TOTALS				84.37	YTD INVOICED		84.37	YTD PAID	84.37
9709 TOM / CHERYL VARVAET 62289	09/28/15			218250	P	09/30/15	500	ACCOUNTS REC - UTILITY BI	48.01

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INVOICE: 62289

VENDOR TOTALS

48.03 YTD INVOICED

48.03 YTD PAID

48.03

24,571.86

REPORT TOTALS

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	206.16
TOTAL WIRE TRANSFERS	104	24,365.70

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
2021 A-RELIABLE PRINTING 62343 INVOICE: 09/16/15 62344 INVOICE: 09/24/15 62345 INVOICE: 09/16/15 INVOICE: 17113				218251	P	10/02/15	121200	520905	PRINTING
				218251	P	10/02/15	121200	520905	PRINTING
				218251	P	10/02/15	134200	520905	PRINTING
VENDOR TOTALS				5,907.37	YTD	INVOICED		5,907.37	YTD PAID
5380 L & R MORAN, INC 62347 INVOICE: 08/15/15 62348 INVOICE: 09/15/15 INVOICE: 56797				218252	P	10/02/15	55730	520615	RECRUITING AND TESTING
				218252	P	10/02/15	55730	520615	RECRUITING AND TESTING
VENDOR TOTALS				10,451.68	YTD	INVOICED		10,451.68	YTD PAID
8181 MWSTAR WASTE HOLDINGS CORPORATION 62339 INVOICE: 09/12/15 62340 INVOICE: TB0000013937 INVOICE: TB0000013972				218253	P	10/02/15	143300	521115	LANDFILL FEES
				218253	P	10/02/15	143300	521115	LANDFILL FEES
VENDOR TOTALS				9,790.10	YTD	INVOICED		9,790.10	YTD PAID
53 ANDEX 62341 INVOICE: 08/25/15 INVOICE: 3521973				218254	P	10/02/15	50100	521055	PROFESSIONAL SERVICES - O
VENDOR TOTALS				3,958.00	YTD	INVOICED		3,958.00	YTD PAID
9032 ANNIE RIVER SOLUTIONS, INC 62346 INVOICE: 09/29/14 INVOICE: A14-137				218255	P	10/02/15	45000	570165	OTHER VILLAGE FACILITIES
VENDOR TOTALS				3,943.80	YTD	INVOICED		3,943.80	YTD PAID
1732 ARBOR DAY FOUNDATION 62338 INVOICE: 10/01/15 INVOICE: 100115				218256	P	10/02/15	143400	520600	DUES-SUBSCRIPTIONS-REG FE
VENDOR TOTALS				30.00	YTD	INVOICED		30.00	YTD PAID
60 ART'S RV SERVICE CENTERS INC. 62342 INVOICE: 09/15/15 INVOICE: 4134206				218257	P	10/02/15	65000	530310	PARTS PURCHASED
VENDOR TOTALS				15.00	YTD	INVOICED		15.00	YTD PAID
9560 ARTHUR P O'HARA INC									

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62349 INVOICE: 15532	09/15/15			218258	P	10/02/15	143100	530105	OPERATING SUPPLIES
VENDOR TOTALS		1,558.00	YTD INVOICED					1,558.00	YTD PAID
65 AT&T 62352 INVOICE: 63029013109-3	09/16/15			218259	P	10/02/15	121400	521195	TELECOMMUNICATIONS
62353 INVOICE: 630469056009-6	09/19/15			218259	P	10/02/15	55710	521195	TELECOMMUNICATIONS
VENDOR TOTALS		1,995.14	YTD INVOICED					1,995.14	YTD PAID
6832 POWER UP BATTERIES LLC 62431 INVOICE: 487-261216	09/08/15			218260	P	10/02/15	50100	530105	OPERATING SUPPLIES
VENDOR TOTALS		2,212.65	YTD INVOICED					2,212.65	YTD PAID
7264 BEAUMONT PRODUCTS, INC 62430 INVOICE: 901560	09/14/15			218261	P	10/02/15	50200	530225	SAFETY SUPPLIES
VENDOR TOTALS		86.24	YTD INVOICED					86.24	YTD PAID
8897 BERGLUND, ARMSTRONG & MASTNY, PC 62350 INVOICE: 27763	08/20/15			218262	P	10/02/15	121200	520702	LEGAL - HEARING OFFICER
62351 INVOICE: 27862	09/17/15			218262	P	10/02/15	121200	520702	LEGAL - HEARING OFFICER
VENDOR TOTALS		1,402.50	YTD INVOICED					1,402.50	YTD PAID
151 CHICAGO TRIBUNE 62358 INVOICE: 2247820	09/19/15			218263	P	10/02/15	126500	520903	MARKETING
VENDOR TOTALS		3,800.00	YTD INVOICED					3,800.00	YTD PAID
6831 CLARK BAIRD SMITH LLP/FKA-SGDB LAW FIRM LLP 62359 INVOICE: 6215	08/06/15			218264	P	10/02/15	121200	520701	LEGAL - HUMAN RESOURCES
62360 INVOICE: 6298	09/03/15			218264	P	10/02/15	121200	520701	LEGAL - HUMAN RESOURCES
VENDOR TOTALS		8,292.50	YTD INVOICED					8,292.50	YTD PAID
175 COMMONWEALTH EDISON COMPANY 62355 INVOICE: 62355	09/08/15			218265	P	10/02/15	121200	521055	PROFESSIONAL SERVICES - O

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
VENDOR TOTALS		80,177.77	YTD INVOICED				80,177.77	YTD PAID	336.00
5206 TAYKIT INC 62356 INVOICE: 9141503	09/14/15			218266	P	10/02/15	121200	PRINTING	2,413.18
VENDOR TOTALS		18,593.16	YTD INVOICED				18,593.16	YTD PAID	2,413.18
9686 DAI COMPUTER CORPORATION 62439 INVOICE: 150916	09/16/15			218267	P	10/02/15	24000	PROFESSIONAL SERVICES - O	1,500.00
VENDOR TOTALS		1,500.00	YTD INVOICED				1,500.00	YTD PAID	1,500.00
204 DAILY HERALD 62365 INVOICE: T4419048	09/10/15			218268	P	10/02/15	121100	PROFESSIONAL SERVICES - O	111.58
62366 INVOICE: T4416753	08/17/15			218268	P	10/02/15	55700	PROFESSIONAL SERVICES - O	89.70
VENDOR TOTALS		6,703.60	YTD INVOICED				6,703.60	YTD PAID	201.25
9685 DLT SOLUTIONS, LLC 62432 INVOICE: SI300988	09/22/15			218269	P	10/02/15	143100	EQUIPMENT/CAPITAL OUTLAY	2,132.75
VENDOR TOTALS		2,132.75	YTD INVOICED				2,132.75	YTD PAID	2,132.75
8059 DRH CAMBRIDGE HOMES 62362 INVOICE: 20140372	09/24/15			218270	P	10/02/15	100	ESCROWS - DEVELOPER DEPOS	2,900.00
62363 INVOICE: 20140373	09/24/15			218270	P	10/02/15	100	ESCROWS - DEVELOPER DEPOS	7,272.50
VENDOR TOTALS		10,672.50	YTD INVOICED				10,672.50	YTD PAID	10,172.50
242 DU-KANE ASPHALT CO. 62361 INVOICE: 23429	09/20/15			218271	P	10/02/15	143300	OPERATING SUPPLIES, ASPHA	86.80
VENDOR TOTALS		11,815.76	YTD INVOICED				11,815.76	YTD PAID	86.80
9500 ESI CONSULTANTS, LTD 62367 INVOICE: 15422	09/17/15			218272	P	10/02/15	40000	STREET IMPROVEMENTS	62,775.00
VENDOR TOTALS		159,968.00	YTD INVOICED				159,968.00	YTD PAID	62,775.00
324 FULTON TECHNOLOGIES, INC. 62369	09/08/15			218273	P	10/02/15	143300	ESDA EXPENSE	978.6

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VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	YTD PAID	YTD INVOICED
INVOICE: 277										
VENDOR TOTALS									1,766.58	1,766.58
348 GLEN ELLYN CHAMBER OF COMMERCE										
62370 09/14/15				218274	P	10/02/15	121200	EMPLOYEE RECOGNITION	520305	
INVOICE: 12920										
62370 09/14/15				218274	P	10/02/15	121200	PUBLIC RELATIONS	521230	
INVOICE: 12920										
VENDOR TOTALS									5,450.00	5,450.00
356 GLEN ELLYN VOLUNTEER FIRE CO.										
62368 10/01/15				218275	P	10/02/15	24000	FIRE COMPANY CONTRIBUTION	520150	
INVOICE: FY15-9										
VENDOR TOTALS									444,396.65	444,396.65
929 W.W. GRAINGER INC										
62433 09/23/15				218276	P	10/02/15	143300	MAINTENANCE-STREET LIGHTS	521045	
INVOICE: 9850104895										
VENDOR TOTALS									10,525.21	10,525.21
4547 HD SUPPLY WATERWORKS, LTD.										
62434 09/23/15				218277	P	10/02/15	50100	MAINTENANCE-OTHER	521050	
INVOICE: E542473										
VENDOR TOTALS									13,348.16	13,348.16
198 HERITAGE-CRYSTAL CLEAN INC										
62371 09/14/15				218278	P	10/02/15	65000	LEASED EQUIPMENT	521125	
INVOICE: 13675005										
VENDOR TOTALS									1,973.67	1,973.67
3892 ILCMA										
62440 08/26/15				218279	P	10/02/15	121200	RECRUITING AND TESTING	520615	
INVOICE: 199										
VENDOR TOTALS									453.00	453.00
1860 ILLINOIS DEPT. OF EMPLOYMENT SECURIT										
62372 09/11/15				218280	P	10/02/15	121200	STATE UNEMPLOYMENT CLAIMS	520630	
INVOICE: 100115										
VENDOR TOTALS									57,205.26	57,205.26
419 ILLINOIS MUNICIPAL LEAGUE										
62375 09/23/15				218281	P	10/02/15	121200	RECRUITING AND TESTING	520615	
INVOICE: 27368-IN										

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62376 INVOICE:	08/05/15			218281	P	10/02/15	121200	520615	20.00
62377 INVOICE:	08/27/15			218281	P	10/02/15	121200	520615	60.00
62378 INVOICE:	08/25/15			218281	P	10/02/15	121200	520615	40.00
62378 INVOICE:	27006-IN								190.00
VENDOR TOTALS									
				290.00	YTD INVOICED			290.00	YTD PAID
420 ILLINOIS PAPER COMPANY									
62373 INVOICE:	09/24/15			218282	P	10/02/15	121100	530100	16.00
62373 INVOICE:	09/24/15			218282	P	10/02/15	121200	530100	89.60
62373 INVOICE:	09/24/15			218282	P	10/02/15	121300	530100	16.00
62373 INVOICE:	09/24/15			218282	P	10/02/15	122200	530100	8.00
62373 INVOICE:	09/24/15			218282	P	10/02/15	122100	530100	8.00
62373 INVOICE:	09/24/15			218282	P	10/02/15	134100	530100	22.40
62373 INVOICE:	09/24/15			218282	P	10/02/15	134200	530100	57.60
62373 INVOICE:	09/24/15			218282	P	10/02/15	134300	530100	9.60
62373 INVOICE:	09/24/15			218282	P	10/02/15	126200	530100	44.80
62373 INVOICE:	09/24/15			218282	P	10/02/15	126100	530100	44.80
62373 INVOICE:	09/24/15			218282	P	10/02/15	126500	530100	3.20
62373 INVOICE:	09/24/15								320.00
VENDOR TOTALS									
				3,889.00	YTD INVOICED			3,889.00	YTD PAID
427 ILLINOIS STATE TREASURER									
62374 INVOICE:	09/01/15			20150024	P	10/02/15	21000	580100	137,970.60
62374 INVOICE:	108726			20150024	P	10/02/15	40000	580160	450,000.00
62374 INVOICE:	108726			20150024	P	10/02/15	50100	580100	112,000.00
62374 INVOICE:	108726								699,970.60
VENDOR TOTALS									
				715,134.17	YTD INVOICED			715,134.17	YTD PAID
900 UNIVERSITY OF ILLINOIS-GAR									
62423 INVOICE:	09/03/15			218284	P	10/02/15	134200	520620	1,146.00
62423 INVOICE:	UPIN7841								1,146.00
VENDOR TOTALS									
				4,706.00	YTD INVOICED			4,706.00	YTD PAID

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3779 JENSEN ENVIRONMENTAL MANAGEMENT INC 62380 10/02/14 INVOICE: J14-347				218285	P	10/02/15	121300	521055	PROFESSIONAL SERVICES - O
VENDOR TOTALS			902.00	YTD INVOICED				902.00	YTD PAID
6459 KIESLER POLICE SUPPLY, INC 62383 09/11/15 INVOICE: 755603				218286	P	10/02/15	134200	530105	OPERATING SUPPLIES
VENDOR TOTALS			4,438.80	YTD INVOICED				4,438.80	YTD PAID
518 KIPP'S LAWNMOWER SALES/SERVICE 62384 09/21/15 INVOICE: 446065				218287	P	10/02/15	65000	521180	REPAIRS-CONTRACTUAL/LABOR
62384 09/21/15 INVOICE: 446065				218287	P	10/02/15	65000	521185	REPAIRS-CONTRACTUAL/PARTS
62385 09/21/15 INVOICE: 446064				218287	P	10/02/15	65000	521180	REPAIRS-CONTRACTUAL/LABOR
62385 09/21/15 INVOICE: 446064				218287	P	10/02/15	65000	521185	REPAIRS-CONTRACTUAL/PARTS
VENDOR TOTALS			244.64	YTD INVOICED				244.64	YTD PAID
612 KONICA MINOLTA BUSINESS SOLUTIONS INC 62381 09/23/15 INVOICE: 9001764227				218288	P	10/02/15	143100	520975	MAINTENANCE-EQUIPMENT
62382 09/24/15 INVOICE: 9001768183				218288	P	10/02/15	121400	520901	COPIER
VENDOR TOTALS			8,660.16	YTD INVOICED				8,660.16	YTD PAID
9579 LIGHTHOUSE MARKETING SERVICES, INC 62441 10/02/15 INVOICE: 100215				218289	P	10/02/15	55720	520900	POSTAGE & SHIPPING
VENDOR TOTALS			12,934.56	YTD INVOICED				12,934.56	YTD PAID
924 VILLAGE OF LOMBARD 62386 09/18/15 INVOICE: 2015-00002057				218290	P	10/02/15	40000	580100	CONSTRUCTION PROJECTS
VENDOR TOTALS			10,733.80	YTD INVOICED				10,733.80	YTD PAID
584 MCCANN INDUSTRIES, INC. 62391 09/18/15 INVOICE: 7196814				218291	P	10/02/15	65000	530310	PARTS PURCHASED
VENDOR TOTALS			2,284.47	YTD INVOICED				2,284.47	YTD PAID
595 MENARDS, INC.									

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62435 INVOICE: 1113	09/23/15			218292	P	10/02/15	50200	521005	62.67
VENDOR TOTALS			3,257.67	YTD INVOICED				3,257.67	YTD PAID
596 METRO PARAMEDIC SERVICES, INC.									
62388 INVOICE: 278-002840	07/14/15			218293	P	10/02/15	135200	520925	27,874.66
62389 INVOICE: 278-0002862	08/14/15			218293	P	10/02/15	135200	520925	27,874.66
VENDOR TOTALS			260,148.39	YTD INVOICED				260,148.39	YTD PAID
966 WM. F. MEYER CO.									
62436 INVOICE: S2986962.001	09/16/15			218294	P	10/02/15	50100	521015	164.57
VENDOR TOTALS			2,231.78	YTD INVOICED				2,231.78	YTD PAID
9712 ROBERTA MOORE									
62392 INVOICE: TXR100115	09/25/15			218295	P	10/02/15	4000	410600	1,718.00
VENDOR TOTALS			1,718.00	YTD INVOICED				1,718.00	YTD PAID
7697 SUSAN PAPROSKY									
62398 INVOICE: VR100115	09/29/15			218296	P	10/02/15	1000	420100	45.00
VENDOR TOTALS			45.00	YTD INVOICED				45.00	YTD PAID
622 MUNICIPAL CLERKS OF DUPAGE CTY									
62387 INVOICE: 100115	10/01/15			218297	P	10/02/15	121100	520600	28.00
VENDOR TOTALS			143.00	YTD INVOICED				143.00	YTD PAID
8205 MUNICIPAL GIS PARTNERS, INC									
62390 INVOICE: 2707	09/30/15			218298	P	10/02/15	121400	521055	2,617.97
62390 INVOICE: 2707	09/30/15			218298	P	10/02/15	50100	521055	2,617.97
62390 INVOICE: 2707	09/30/15			218298	P	10/02/15	50200	521055	2,617.98
VENDOR TOTALS			78,354.28	YTD INVOICED				78,354.28	YTD PAID
5841 GENUINE PARTS CO-NAPA									
62395 INVOICE: 334032	09/15/15			218299	P	10/02/15	65000	530310	5.55

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VENDOR NAME	DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	

VENDOR TOTALS			2,135.27	YTD INVOICED				2,135.27	YTD PAID	5.55
654 NORTHEAST MULTI-REG. TRAINING										
62393		09/09/15			218300	P	10/02/15	134200	EMPLOYEE EDUCATION	50.00
INVOICE: 199543										
VENDOR TOTALS			5,360.00	YTD INVOICED				5,360.00	YTD PAID	50.00
655 NORTHERN ILLINOIS UNIVERSITY										
62394		09/23/15			218301	P	10/02/15	121200	PROFESSIONAL SERVICES - O	770.00
INVOICE: PRI 4234										
VENDOR TOTALS			8,690.00	YTD INVOICED				8,690.00	YTD PAID	770.00
9713 TERENCE O'CONNOR										
62396		09/25/15			218302	P	10/02/15	40000	SIDEWALK IMPROVEMENTS	352.50
INVOICE: 100115										
VENDOR TOTALS			352.50	YTD INVOICED				352.50	YTD PAID	352.50
1458 OFFICE DEPOT, INC										
62397		09/02/15			218303	P	10/02/15	134100	OFFICE SUPPLIES	19.74
INVOICE: 791098633001										
62397		09/02/15			218303	P	10/02/15	134200	OFFICE SUPPLIES	49.73
INVOICE: 791098633001										
62397		09/02/15			218303	P	10/02/15	134300	OFFICE SUPPLIES	9.46
INVOICE: 791098633001										
VENDOR TOTALS			6,128.76	YTD INVOICED				6,128.76	YTD PAID	78.93
676 PACKEY WEBB FORD, INC.										
62401		09/16/15			218305	P	10/02/15	65000	PARTS PURCHASED	57.50
INVOICE: 130975										
62402		09/15/15			218304	P	10/02/15	65000	PARTS PURCHASED	67.52
INVOICE: 8667										
VENDOR TOTALS			14,447.45	YTD INVOICED				14,447.45	YTD PAID	125.02
9516 PAHCS II/CADENCE OCC HEALTH										
62357		08/03/15			218306	P	10/02/15	60000	RISK MANAGEMENT	148.80
INVOICE: 171836										
VENDOR TOTALS			4,422.82	YTD INVOICED				4,422.82	YTD PAID	148.80
9714 JAMES D PLUMB										
62403		09/28/15			218307	P	10/02/15	4000	REAL ESTATE TRANSFER TAX	1,710.00
INVOICE: TXR100115										
VENDOR TOTALS			1,710.00	YTD INVOICED				1,710.00	YTD PAID	1,710.00

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9219 PRESBREY PRODUCTIONS, LLC 62429 10/01/15 INVOICE: 100115				218308	P	10/02/15	55730 520904	ENTERTAINMENT	250.00
VENDOR TOTALS			2,500.00	YTD INVOICED				2,500.00	YTD PAID 250.00
6552 PROVANTAGE CORPORATION 62399 09/17/15 INVOICE: 7488863				218309	P	10/02/15	126100 530100	OFFICE SUPPLIES	38.00
62399 09/17/15 INVOICE: 7488863				218309	P	10/02/15	126200 530100	OFFICE SUPPLIES	58.00
62400 09/24/15 INVOICE: 7494296				218309	P	10/02/15	126100 530100	OFFICE SUPPLIES	44.00
62400 09/24/15 INVOICE: 7494296				218309	P	10/02/15	126200 530100	OFFICE SUPPLIES	54.00
62400 09/24/15 INVOICE: 7494296				218309	P	10/02/15	121400 520975	MAINTENANCE-EQUIPMENT	18.00
VENDOR TOTALS			16,263.74	YTD INVOICED				16,263.74	YTD PAID 212.00
7936 REMPE-SHARPE AND ASSOCIATES, INC 62404 09/21/15			20150026	218310	P	10/02/15	40000 580160	GLENWOOD-ARBOR-RIDGEWOOD	14,178.84
INVOICE: 24770				218310	P	10/02/15	50100 580100	GLENWOOD-ARBOR-RIDGEWOOD	6,000.00
62404 09/21/15 INVOICE: 24770				218310	P	10/02/15	50200 580100	GLENWOOD-ARBOR-RIDGEWOOD	3,000.00
62404 09/21/15 INVOICE: 24770									
VENDOR TOTALS			82,099.73	YTD INVOICED				82,099.73	YTD PAID 23,178.84
9604 RULE29 CREATIVE, INC 62405 09/21/15			20150043	218311	P	10/02/15	55730 520903	MARKETING	3,400.00
INVOICE: 15142VLS-01				218311	P	10/02/15	55730 520903	MARKETING	1,045.00
62406 09/21/15 INVOICE: 14495VLS-03				218311	P	10/02/15	55730 520903	MARKETING	650.00
62407 09/21/15 INVOICE: 14494VLS-02				218311	P	10/02/15	55730 520903	MARKETING	900.00
62408 09/21/15 INVOICE: 14493VLS-02				218311	P	10/02/15	55730 520903	MARKETING	1,000.00
62409 09/21/15 INVOICE: 15007VLS-01				218311	P	10/02/15	55730 520903	MARKETING	2,200.00
62410 09/21/15 INVOICE: 15182VLS-01				218311	P	10/02/15	55730 520903	MARKETING	750.00
62411 09/21/15 INVOICE: 15350VLS-01				218311	P	10/02/15	55730 520903	MARKETING	1,000.00
62412 09/21/15 INVOICE: 15350VLS-02				218311	P	10/02/15	55730 520903	MARKETING	
VENDOR TOTALS			20,245.00	YTD INVOICED				20,245.00	YTD PAID 10,945.00
141 SENTRY SECURITY									

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WARRANT: 1015-1

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TO FISCAL 2015/10 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
62419 INVOICE: 174528	09/08/15			218312	P	10/02/15	121600	521055	PROFESSIONAL SERVICES - O
VENDOR TOTALS			774.67	YTD INVOICED				774.67	YTD PAID
791 SHEMIN NURSERIES, INC. 62437 INVOICE: 871895	09/28/15			218313	P	10/02/15	45000	570105	CIVIC CENTER RENOVATION
VENDOR TOTALS			2,555.60	YTD INVOICED				2,555.60	YTD PAID
9715 EDWARD C SKODOL 62416 INVOICE: 100115	09/29/15			218314	P	10/02/15	40000	580160	13003 STREET IMPROVEMENTS
VENDOR TOTALS			601.00	YTD INVOICED				601.00	YTD PAID
800 SOUKUP HARDWARE STORES 62417 INVOICE: 61835	08/31/15			218315	P	10/02/15	121300	530105	OPERATING SUPPLIES
62418 INVOICE: 61765	08/31/15			218315	P	10/02/15	121300	530105	OPERATING SUPPLIES
VENDOR TOTALS			360.39	YTD INVOICED				360.39	YTD PAID
2687 STAPLES CONTRACT & COMMERCIAL, INC. 62414 INVOICE: 3277667454	09/12/15			218316	P	10/02/15	143100	530100	OFFICE SUPPLIES
62414 INVOICE: 3277667454	09/12/15			218316	P	10/02/15	143300	530100	OFFICE SUPPLIES
62414 INVOICE: 3277667454	09/12/15			218316	P	10/02/15	143400	530100	OFFICE SUPPLIES
62414 INVOICE: 3277667454	09/12/15			218316	P	10/02/15	50100	530100	OFFICE SUPPLIES
62414 INVOICE: 3277667454	09/12/15			218316	P	10/02/15	50200	530100	OFFICE SUPPLIES
62415 INVOICE: 3278023731	09/17/15			218316	P	10/02/15	143100	530100	OFFICE SUPPLIES
62415 INVOICE: 3278023731	09/17/15			218316	P	10/02/15	143300	530100	OFFICE SUPPLIES
62415 INVOICE: 3278023731	09/17/15			218316	P	10/02/15	143400	530100	OFFICE SUPPLIES
62415 INVOICE: 3278023731	09/17/15			218316	P	10/02/15	50100	530100	OFFICE SUPPLIES
62415 INVOICE: 3278023731	09/17/15			218316	P	10/02/15	50200	530100	OFFICE SUPPLIES
VENDOR TOTALS			12,964.36	YTD INVOICED				12,964.36	YTD PAID
4590 STEVE PIPER & SONS, INC. 62413 09/22/15				218317	P	10/02/15	143400	521095	TREE REMOVAL
VENDOR TOTALS									

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PAID WARRANT REPORTPG 11
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WARRANT: 1015-1

TO FISCAL 2015/10 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: 2602									
VENDOR TOTALS		28,341.18	YTD	INVOICED			28,341.18	YTD PAID	165.00
5615 TASER INTERNATIONAL 62421 09/09/15 INVOICE: SI1411374				218318	P	10/02/15	134200	OPERATING SUPPLIES	3,410.08
VENDOR TOTALS		11,370.08	YTD	INVOICED			11,370.08	YTD PAID	3,410.08
9717 TEMPERATURE ENGINEERING, INC 62438 09/12/15 INVOICE: 905864				218319	P	10/02/15	50100	PROFESSIONAL SERVICES - O	354.00
62438 09/12/15 INVOICE: 905864				218319	P	10/02/15	50200	PROFESSIONAL SERVICES - O	354.00
VENDOR TOTALS		708.00	YTD	INVOICED			708.00	YTD PAID	708.00
7644 TREES R US, INC. 62420 09/23/15 INVOICE: 18128		20140104		218320	P	10/02/15	54000	BRUSH PICK UP SERVICE	23,205.00
VENDOR TOTALS		116,025.00	YTD	INVOICED			116,025.00	YTD PAID	23,205.00
9716 H A TROSSBACH 62422 09/25/15 INVOICE: VR100115				218321	P	10/02/15	1000	VEHICLE LICENSES	28.00
VENDOR TOTALS		28.00	YTD	INVOICED			28.00	YTD PAID	28.00
906 UTILITY DYNAMICS CORPORATION 62424 08/31/15 INVOICE: 831-2017				218322	P	10/02/15	45000	CIVIC CENTER RENOVATION	1,994.00
VENDOR TOTALS		4,444.00	YTD	INVOICED			4,444.00	YTD PAID	1,994.00
915 VERIZON WIRELESS SERVICES LLC 62426 09/15/15 INVOICE: 9752342829				218323	P	10/02/15	143100	TELECOMMUNICATIONS	27.94
62426 09/15/15 INVOICE: 9752342829				218323	P	10/02/15	143300	TELECOMMUNICATIONS	17.92
62426 09/15/15 INVOICE: 9752342829				218323	P	10/02/15	50100	TELECOMMUNICATIONS	17.92
62426 09/15/15 INVOICE: 9752342829				218323	P	10/02/15	50200	TELECOMMUNICATIONS	17.92
VENDOR TOTALS		21,795.59	YTD	INVOICED			21,795.59	YTD PAID	81.70
921 VILLAGE LINKS RESTAURANT 62425 09/25/15 INVOICE: 161509210011				218324	P	10/02/15	121100	VILLAGE COMMISSIONS	447.38

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WARRANT: 1015-1

TO FISCAL 2015/10 01/01/2015 TO 12/31/2015

VENDOR NAME DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION
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VENDOR TOTALS		2,325.63	YTD	INVOICED		2,325.63	YTD	PAID	447.38
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948 WEST PUBLISHING CORPORATION

62427 07/04/15

INVOICE: 832178564

62428 09/01/15

INVOICE: 832461056

VENDOR TOTALS

3,794.54 YTD INVOICED

3,794.54 YTD PAID

368.29

993,781.64

REPORT TOTALS

COUNT	AMOUNT
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TOTAL PRINTED CHECKS	75	993,781.64
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** END OF REPORT - Generated by Mary Romanelli **



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Administration
Department Head: Al Stonitsch
Category: Award
Prepared By: Meredith Hannah

SCHEDULED

AGENDA ITEM (ID # 1943)

DOC ID: 1943 A

Approve a Facade Improvement Award, in the amount of \$13,750, and a Downtown Retail Interior Improvement Award, in the amount of \$15,000, for 466 N. Main Street. (Economic Development Coordinator Hannah)

Background

Brothers Brian and Kevin Hahn, owners of Jackson Avenue Pub in Naperville, have recently taken over the lease from Asian Pearl at 466 N. Main Street to open their second restaurant, Main Street Pub. Main Street Pub will be a restaurant/bar similar in format to their successful Jackson Avenue Pub. Their main focus is creating a unique menu feature creative, gourmet burgers and pairing them with local and interesting craft beers. They have signed a five year lease with the property owner.

Award Background

The Downtown Retail Interior Improvement Award and Façade Award Programs were created to facilitate the private sector in making interior improvements that encourage new retail businesses or the retention and expansion of existing retail businesses in the Village. Approved projects are eligible for up to a maximum of \$15,000 for façade and additionally interior improvements based on the following award scale per program:

Investment			Award
Low		High	
\$ 2,000.00	up to	\$ 3,499.00	\$ 1,000.00
\$ 3,500.00	up to	\$ 4,999.00	\$ 1,750.00
\$ 5,000.00	up to	\$ 7,499.00	\$ 2,500.00
\$ 7,500.00	up to	\$ 9,999.00	\$ 3,750.00
\$ 10,000.00	up to	\$ 12,499.00	\$ 5,000.00
\$ 12,500.00	up to	\$ 14,999.00	\$ 6,250.00
\$ 15,000.00	up to	\$ 17,499.00	\$ 7,500.00
\$ 17,500.00	up to	\$ 19,999.00	\$ 8,750.00
\$ 20,000.00	up to	\$ 24,999.00	\$10,000.00
\$ 25,000.00	up to	\$ 27,499.00	\$12,500.00
\$ 27,500.00	up to	\$ 29,999.00	\$13,750.00
\$ 30,000.00	up to	+	\$15,000.00

The Village Board approved \$100,000 for the Award programs (including the Downtown Retail Interior Improvement Program, Façade Improvement Program and Fire Prevention Assistance Program) as part of the CY 15 annual budget. Eight other awards have been approved by the Village Board there is \$1,250 in available funds remaining.

However, only \$18,750.00, has been paid out to date and frequently the reimbursement process takes time and these projects extend into the next fiscal year. In addition, only \$12,500 was reimburse in SY14, so these award requests ebb and flow from one year to the next. It may be necessary for the Village Board to approve a budget amendment to accommodate this Award request, however, since the payouts take place over the course of a 12 month period from approval, this may not be necessary.

Issues

On October 1, 2015, Mr. Kevin Hahn submitted the applications for the Façade and Downtown Retail Interior Improvement Award Requests for improvements associated with a new five year lease for Main Street Pub. Main Street Pub is planning to add new men's and women's restrooms to the space. Previously restrooms for the restaurant were shared with the adjoining building at 460 N. Main Street, including M & Em's Boutique as well as Sunshine Dance Studio. With the installation of separate restroom facilities, they will be able to contain their customers to their space. The Hahns are also planning to replace the exterior windows with windows that open to the street to enhance downtowns open air dining experience while not encroaching on the public right of way.

As outlined in the applications submitted, the initial façade improvement cost estimates to be \$29,990.00, including new windows; they are requesting \$13,750.00 in Façade Award funds and interior improvements approximately \$31,925.00; they are requesting \$15,000.00 in Interior Award funds.

Downtown Retail Interior Improvement Award Issues

The goal of the Village of Glen Ellyn Downtown Retail Interior Improvement Award Program is to strengthen the downtown shopping district by attracting new retail businesses, restaurants and by assisting existing retailers with eligible expansion plans in the downtown commercial district. Service businesses like art studios, fitness uses must include 25% of floor space of retail to be eligible. The program supports structural improvements and will not support decorative improvements. Additionally, applicants must plan to install a minimum of \$2,000 of material improvements.

Staff recognizes the following eligible interior award improvement costs outlined/identified in the application:

Installation of ADA women's and men's restroom facilities	\$31,925.00
Total eligible expenses	\$31,925.00

With Main Street Pub moving into a restaurant space recently vacated and making permanent improvements to the space these improvements are consistent with the intent of the Award program.

Façade Award Issues

Façade Improvement Awards are available to all commercial properties in the Village. Eligible applicants include the owners of commercial buildings or commercial businesses. Work which qualifies for assistance through the Façade Improvement Award includes improvements to the

exterior of a building which are visible from the public right-of-way and are permanent structural improvements. Eligible improvements include significant façade enhancements, new window systems or frame replacement and repair (excluding broken glass), exterior doors, exterior lighting, restoration of original architectural features, exterior building materials for building additions, or other permanent exterior enhancements to property consistent with the architectural integrity of the building and the Village's Appearance Review Guidelines. Additionally, applicants must plan to install a minimum of \$2,000 of material improvements.

Staff recognizes the following eligible façade improvement costs outlined/identified in the application:

Replace existing exterior windows with bifold thermally broken aluminum windows	\$29,990.00
Total eligible expenses	\$29,990.00

These improvements are consistent with the intent of the Award program.

Funding

As approximately \$1,250.00 is remaining this fiscal year (see attached summary), there are not sufficient funds to cover this request. However, as previously stated, these improvements may not be paid out until 2016 as the program often ebbs and flows from year to year.

Action Requested

The Village Board may approve the Hahns request for a \$15,000.00 Downtown Interior Award and a \$13,750.00 Facade Improvement Award; OR approve a different Award amount; OR choose to deny the request.

Attachments

1. 466 N. Main Street Award Applications
2. Award Budget Summary

ATTACHMENTS:

- Main Street Pub Facade Award Application (PDF)
- Award Budget Summary 10-05-15 (PDF)
- Main Street Pub Downtown Retail Interior Improvement Award Application (PDF)

VILLAGE OF GLEN ELLYN
Retail Façade Improvement Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Current digital photos of all building facades visible from the public right of way which will receive improvements
- A schematic drawing with enough detail to depict the proposed improvements
- Signed vendor contract(s) with detailed costs for each proposed improvement (excluding ineligible portions of improvements, e.g. lettering on awnings)
- Consent from the building owner for proposed improvements, by signature on the attached form
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
- A narrative as outlined below:
 - Description of proposed facade work including information about the proposed building materials and methodology for proposed changes.
 - Description of your business and the related industry.
 - Features and advantages of your product and how improvements sought will improve the business and/or Village.
 - Credentials and experience of business owner.
 - Any unusual or expected difficulties or hardships in making the proposed improvements.

BUSINESS OWNER INFORMATION:

Business Owner Name: Building Owner - Jonathan Goldsmith

Home Address: 4520 N. Dover, Chicago, IL 60640

Business Name: 460 N. Main - M+Em's

Business Address: 460 N. Main St., Glen Ellyn

Business Phone: 773-550-7673 Fax: _____

Home Phone: _____ Email: jonathan@

Spaccanapolipizzeria.com

If tenant, what is the expiration date of your current lease? _____

If buyer under contract or tenant, who is the property owner? _____

Property Owner Name: Jonathan Goldsmith

Property Owner Address: 4520 N. Dover, Chicago, IL 60640

Property Owner Phone: 773-550-7673 Property Owner Fax: _____

Property Owner E-mail: _____

DESCRIPTION OF PROPOSED IMPROVEMENTS

Exterior Painting X

New Windows

ITEMIZED ACTIVITY DESCRIPTION

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

\$30,000 \$23,040 eligible

\$15,000 \$10,000

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Retail Façade Improvement Award. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

Jonathan Goldsmith
Applicant Name (PRINT)

x Jonathan Goldsmith
Applicant Signature

Date: 9/11/15

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Jonathan Goldsmith
Property Owner Name (PRINT)

x Jonathan Goldsmith
Property Owner Signature

Date: _____

*****Office Use Only*****

Application is: _____ Approved _____ Denied

Village President

Date

Economic Development Coordinator

Date

Lynn Colby

From: Marv Ritter <Marv@RiteWayCustomHomes.com>
Sent: Wednesday, November 12, 2014 3:42 PM
To: Lynn Colby
Subject: RE: 460 N. Main

Hi Lynn,

We would supply the Windsor window and install a quantity of 6 @ \$960 each, total cost \$5,760. 60% down upon contract signing, balance due upon completion.

24 @ 960 = \$23,040.00

Marv

Ask us about our new book, **"What to Expect When Building a New Home. (Straight Answers to the Questions Smart Homebuyers Ask Their Builder.)"** 90 insightful pages of insider building knowledge.

P.S. For the third year in a row (2012, 2013 and 2014), Rite-Way is honored to have been selected as the **"Favorite Builder – Glen Ellyn and Wheaton, IL"** by the *Readers of Glancer Magazine*.

In addition, for the second year in a row (2013 and 2014), Rite-Way Custom Homes was selected as the **"Favorite Builder – Naperville, IL"** by the *Readers of Glancer Magazine*.

Thank you to our clients, Realtors, sub-contractors, suppliers, employees and friends for your support over the last 24 years! We can't wait to show you what we have planned for the next 24!

Marv Ritter
 Rite-Way Custom Homes, LLC
 540 Duane Street – 2nd Floor
 Glen Ellyn, IL 60137

(630) 790-8144 -- Call us today.

(630) 303-7754 -- Cell phone.

Marv@RiteWayCustomHomes.com -- Email me.

www.RiteWayCustomHomes.com -- Visit our website.

[www.Facebook.com/RiteWayCustomHomes](https://www.facebook.com/RiteWayCustomHomes) -- "Like" us on Facebook.

www.Houzz.com/pro/RiteWayCustomHomes -- Visit our Houzz page.

VILLAGE GRANTS PROGRAM

Updated 06/03/14

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 10/11								
Marcel's	Jillian Foucre	490 N. Main	Interior	1/9/2011	1/20/2011	\$ 20,000.00	\$ 20,000.00	\$ 17,659.00
Marcel's	Jillian Foucre	490 N. Main	Façade	6/8/2011	6/27/2011	\$ 10,000.00	\$ 10,000.00	\$ 12,341.00
						\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
FY 11/12								
Gratto		433 Main	Façade		11/18/2010	\$ 10,000.00	\$ 10,000.00	\$ 9,930.00
Costello	Joe Costello	474 N. Main	Interior	6/20/2011	6/27/2011	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
Key Investment	Jeanine Valdez	462 Park	Façade	6/22/2011	7/25/2011	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Façade	7/8/2011	11/14/2011	\$ 526.00	\$ 526.00	\$ 526.00
Northside Grill	Dan Sronkoski	499 Pennsylvania; #D	Interior	10/14/2011	11/14/2011	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
Subway	Suryakant Patel	572 Crescent	Interior	10/3/2011	11/14/2011	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Subway	Suryakant Patel	572 Crescent	Façade	10/3/2011	not approved	\$ -	\$ -	
						\$ 68,026.00	\$ 58,026.00	\$ 57,956.00
FY 12/13								
Katy's Boutique	Katy Balabinis	427 Main	Façade	3/27/2012	5/14/2012	\$ 4,071.00	\$ 4,071.00	\$ 4,071.00
AliKat	Sandra Moore	499 Pennsylvania; #B	Interior	4/11/2012	5/14/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Papier Girl	Lesley Vesevick	413 Main	Interior	4/11/2012	5/14/2012	\$ 14,550.00	\$ 14,550.00	\$ 14,550.00
Run Today	Paul O'Neill	515 Crescent	Façade	6/7/2012	8/20/2012	\$ 671.50	\$ 671.50	\$ 671.50
Run Today	Paul O'Neill	515 Crescent	Interior	6/7/2012	8/20/2012	\$ 14,373.84	\$ 11,706.00	\$ 11,706.00
Flour+Wine	Michael Vai	433 Main	Interior	9/9/2012	8/8/2012	\$ 8,485.64	\$ 6,670.37	\$ 6,670.37
Blackberry Market	Anna Davidson	401 Main	Interior	10/4/2012	11/12/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Larc Jewelers	Jay Gilbert	479 Main	Façade	3/25/2011	4/16/2012	\$ 1,876.00	\$ 1,876.00	\$ 1,580.84
Treasure House	Theresa Nihill	479 Pennsylvania	Façade	7/13/2012	7/19/2012	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Elite Eyewear	Tracy Hortatsos	413 Main	Façade	10/16/2012	11/12/2012	\$ 543.00	\$ 543.00	\$ 543.00
The Stand	Lisa Demos	542 Crescent	Interior	2/4/2013	2/11/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
The Stand	Lisa Demos	542 Crescent	Façade	2/4/2013	2/11/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
						\$ 111,570.98	\$ 107,087.87	\$ 106,792.71

VILLAGE GRANTS PROGRAM

Updated 06/03/14

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF GRANT	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 13/14								
Bird on a Wire Studio	Kathryn Alcock/Megan Swadley	492 Main	Façade	1/9/2013	5/15/2013	\$ 853.50	\$ 853.50	\$ 853.50
School of Rock	J. Brandon Turner	536B Crescent	Façade	4/25/2013	5/28/2013	\$ 771.50	\$ 771.50	\$ 771.50
Oberweis	Joe Oberweis	515 Roosevelt	Façade	8/6/2012	10/22/2012	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
PS Flowers/Suki Salon	Patty Sorenson/Susan Madonin	522-526 Hillside	Façade	4/13/2013	5/28/2013	\$ 2,065.00	\$ 2,065.00	\$ 2,215.00
535 Penn L.L.C.	Thomas LaMantia	535 Pennsylvania	Interior	8/14/2013	9/9/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
535 Penn L.L.C.	Thomas LaMantia	535 Pennsylvania	Façade	8/14/2013	9/9/2013	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Made In Italy Trattoria	Ippolita Basile	476 Forest	Façade	8/23/2013	9/9/2013	\$ 529.00	\$ 529.00	\$ 529.00
Peanut Butter Planet	Frank Pecora	546 Crescent Blvd	Interior	11/21/2013	1/13/2014	\$ 9,373.50	\$ 9,373.50	\$ 9,373.50
Peanut Butter Planet	Frank Pecora	546 Crescent Blvd	Façade	11/21/2013	1/13/2014	\$ 10,462.50	\$ 10,462.50	-
Olive 'n Vinnie's	Karen & Gary Evensen	449 Main Street	Interior	1/13/2014	1/27/2014	\$ 3,503.45	\$ 3,503.45	\$ 3,503.45
RISE	Aaron Sullivan	499 Pennsylvania Ave	Interior	3/24/2014	4/28/2014	\$ 15,000.00	\$ 11,400.00	\$ 11,000.00
Olive 'n Vinnie's	Karen & Gary Evensen	449 Main Street	Façade	3/25/2014	4/14/2014	\$ 4,598.00	\$ 4,598.00	
						\$ 92,156.45	\$ 88,556.45	\$ 73,245.95

VILLAGE AWARDS PROGRAM

Updated 06/03/14

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
SY 14								
TMC ²	Thomas & Sue Martin	450 Duane Street	Façade	5/29/2014	6/9/2014	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
A Toda Madre	Patrick Neary	499 Main Street	Interior	8/4/2014	8/11/2014	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Busy Bee Barber	Dennis Etheridge	417 Main St	Façade	9/30/2014	10/13/2014	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
						\$ 16,750.00	\$ 16,750.00	\$ 16,750.00

VILLAGE AWARDS PROGRAM

Updated 09/16/15

BUSINESS	APPLICANT NAME	ADDRESS	TYPE OF AWARD	DATE RECEIVED	DATE OF APPROVAL	AMOUNT REQUESTED	AMOUNT APPROVED	AMOUNT PAID
FY 2015								
Ramco 450 LLC	Brian Blizzard	575 - 581 E Roosevelt	Façade	1/13/2015	2/9/2015	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
GLBRT 479 LLC	Jay Gilbert	479 N Main Street	Fire Prev	3/4/2015	3/23/2015	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00
Marché	Jill Foucré	496 N. Main Street	Façade	5/19/2015	6/8/2015	\$ 15,000.00	\$ 15,000.00	
Banyan Tree Mall	Ken Lubowich	485 N. Main Street	Interior	5/28/2015	6/8/2015	\$ 15,000.00	\$ 15,000.00	
Marché	Jill Foucré	496 N. Main Street	Interior	7/29/2015	8/17/2015	\$ 15,000.00	\$ 15,000.00	
Re:New	Rich Somolik	483 N. Main Street	Interior	9/3/2015	9/28/2015	\$ 10,000.00	\$ 10,000.00	
M & Em's	Jonathan Goldsmith	460 N. Main Street	Interior	9/14/2015	9/28/2015	\$ 15,000.00	\$ 15,000.00	
M & Em's	Jonathan Goldsmith	460 N. Main Street	Façade	9/14/2015	9/28/2015	\$ 10,000.00	\$ 10,000.00	
Main Street Pub	Kevin Hahn	466 N. Main Street	Façade	10/1/2015		\$ 13,750.00		
Main Street Pub	Kevin Hahn	466 N. Main Street	Interior	10/1/2015		\$ 15,000.00		
						\$ 127,500.00	\$ 98,750.00	\$ 18,750.00

VILLAGE OF GLEN ELLYN
Downtown Retail Interior Improvement Award

REQUIRED SUBMITTALS WITH APPLICATION:

- Signed lease, committing to minimum of a 3-year lease term is required for all new and relocating businesses (if a lease has not yet been signed, disbursement of the approved funds will be contingent on the Village receiving a signed lease).
- Signed vendor contract(s) with detailed costs for each proposed improvement.
- Consent from the building owner for proposed improvements, by signature on the attached form.
- Digital photos depicting the interior areas where proposed improvements will take place.
- Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
- A narrative or current Business Plan that addresses the following:
 - Description of your business and the related industry.
 - Features and advantages of your product and how improvements sought will improve the business and/or benefit Village.
 - List any unusual or unexpected difficulties faced in making the proposed improvements or completing the work.
 - Credentials and experience of business owner.
 - Market research and analysis including a definition of your current or anticipated customers and where they come from. May also include information on future customer markets as a result of interior improvements (i.e. will improvements attract new customers).
 - Describe or demonstrate why these improvements would not take place "but for" the award program.

BUSINESS OWNER INFORMATION:

Business Owner Name: Kevin Hahn

Home Address: 323 Elmwood Dr. Naperville IL 60540

Business Name: KBJ Entertainment LLC DBA: Main St. Pub

Business Address: 466 N Main St. Glen Ellyn

Business Phone: 630-605-4960 Fax: _____

Home Phone: 630-605-4960 Email: khahn55@hotmail.com

If tenant, what is the expiration date of your current lease? Sept. 30th 2020

If buyer under contract or tenant, who is the property owner? Jonathan Goldsmith

Property Owner Name: Jonathan Goldsmith

Property Owner Address: 4520 N. Dover, Chicago, IL 60640

Property Owner Phone: 773-878-2429 Property Owner Fax: _____

Property Owner E-mail: jonathan@spaccanapolipizzeria.com

DESCRIPTION OF PROPOSED IMPROVEMENTS

Please see attached proposals

ITEMIZED ACTIVITY DESCRIPTION

ITEMIZED ACTIVITY DESCRIPTION	COST
<u>Bathrooms</u>	<u>\$31,925</u>
<u>Electrical</u>	<u>\$1,820</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TOTAL PROJECT COST:

AMOUNT OF AWARD REQUESTED:

\$33,745

\$15,000

APPLICATION CERTIFICATION

I, the undersigned, certify that I have read the program description and requirements for the Village of Glen Ellyn Downtown Retail Interior Improvement Award Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the Village of Glen Ellyn prior to the commencement of construction. I further understand all eligible improvements identified in support of the award are permanent fixtures and will remain with the building.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the Village of Glen Ellyn and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my award application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the Village of Glen Ellyn within 3 years I will be required to repay the Village in an amount as described on page 3 of the award packet.

Brian Hahn
Applicant Name (PRINT)

[Signature]
Applicant Signature

Date: 9/30/15

CONSENT FROM PROPERTY OWNER (Required if different from Applicant)

Property Owner Name (PRINT)

Property Owner Signature

Date: _____

*****Office Use Only*****

Application is: _____Approved _____Denied

Village President

Date

Economic Development Coordinator

Date

GEOSTAM CONSTRUCTION, INC.

3462 N. LINCOLN AVE
CHICAGO, IL 60657

DESIGN MAINTENANCE CONSTRUCTION

PROPOSAL

March 5, 2014

OWNER

Brian Hahn and Kevin Hahn
JBJ Entertainment LLC
466 N Main St
Glen Ellyn, IL 60137

PROJECT

Remodel toilet rooms

CONTRACTED WORK

Remove concrete slab where required to excavate and install new underground sewer line for the new plumbing fixtures, layout per drawings by JWS Architects dated 9-1-2015 for permit. It is assumed we will tie in to the existing sewer from within 5' of proposed work. We will back fill and close trench with new concrete. Plumbing work includes furnishing and installing 3 tankless floor mounted toilets with auto flush valves and open front toilet seats, 1 wall hung urinal with auto flush valve, 2 wall mounted lavs with faucets, and two floor drains. We will plumb the new vent piping. We will tie in the new vent piping to the existing vent prior to leaving building. It is assumed the tie in will be above sushi bar area. We will perform the new water piping and tie in to the existing water line above the sushi bar. (its assumed water line is adequately sized) No demo of any kind unless specified.

We will frame the new non-plumbing wall partitions with 20 gauge 3-5/8" steel studs 24" O/C, and the plumbing wall with 8" 20 gauge steel studs. The plumbing wall will receive 5/8" type X water resistant gypsum wallboard; all other will receive 5/8" type X gypsum wallboard. All to be tape, mudded with wallboard compound, sanded and made ready for finishes. We will frame for two doorframes and install frames and doors (note: existing door frames and doors from existing office to be reused).

We will patch in existing 2x4 acoustical grid and tile ceiling in men's rooms. Ceiling in woman's room to be determined. We will determine lighting, (drawing calls for 2 – 2x4 layins in each toilet room) up to 8 cans were

originally figured and included with 1 switch in each toilet room. We will install 1 gfi receptacle in each toilet room.

We will furnish and install powder coated toilet partitions in standard color. (color to be selected by owner). We will furnish and install grab bars and toilet tissue dispensers.

We will patch existing quarry tile floor (approx. 100 sqft) and quarry cove base (approx. 50 lnft) in men's room.

The exhaust fans to be determined and the cost was not figured in original budget so not included here. We will further investigate if we can tie in to ductwork or if we need a new penetration thru the roof.

Qualifications

All permits, permit fees, special use fees, and utility charges not included.

Builders risk insurance is not included, owner to provide proof of insurance.

Surveys and as built drawings not included.

No removal or disposal of hazardous materials if any are encountered during construction.

No x-raying of existing floor.

No work to existing sprinklers, alarm or HVAC included.

Any changes or deviations must be approved in writing prior to commencement. No additional work to be performed outside of scope as indicated herein.

Approvals

All material is guaranteed to be as specified. All work to be completed in a workman like many according to standard practices. All materials, until paid in full, are the property of Geostam Construction. We are fully covered by workers compensation. This is a legal binding contract. The prices, specs and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above by signing below.

The undersigned, having visited the site, hereby proposes and agrees to furnish all labor and materials to perform operations necessary to complete the work as described above under contracted work, for the stipulated sum of:

THIRTY ONE THOUSAND NINE HUNDRED TWENTY FIVE and no/100's (\$31,925.00)

Terms and conditions**Payment schedule**

50% Upon signing agreement

25% After rough

15% After drywall

Balance upon completion

Terms of Payment: A Service Charge of 1 ½ % per month may be invoked and applied if payment isn't received per terms. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event Geostam employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for Geostam attorney, plus all other reasonable expenses incurred by Geostam in enforcing its rights under this agreement.

Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full. FORM TC-101 (2/03)

Acceptance of Proposal

KBJ Entertainment LLC
Kevin and Brian Hahn

Geostam Construction Inc.

Owner or Owners Rep

Contractor

 9/30/15

Authorized Signature

Date

Authorized Signature

Date

ASPEN-VOICE & DATA, INC. / AVD ELECTRIC

526 RIDGELAWN TRAIL
BATAVIA, IL 60510
USA

Voice: (630) 638-1561

Fax:

QUOTATION

Quote Number: 1078

Quote Date: Jul 30, 2015

Page: 1

Quoted To:

JACKSON AVE PUB
NAPERVILLE, IL

Customer ID	Good Thru	Payment Terms	Sales Rep
JACKSONAVEPUB001	8/29/15	Net 5 Days	

Quantity	Item	Description	Unit Price	Amount
1.00		DEMO EXISTING SWITCHES AT BAR	250.00	250.00
		AND RELOCATE TO NEW WALL		
5.00		INSTALL NEW LIGHT FIXTURES ABOVE	45.00	225.00
		BAR		
1.00		CUT IN NEW LIGHT OPENING FOR	75.00	75.00
		LIGHT FIXTURE AT BAR AREA.		
2.00		CUT IN NEW OUTLETS FOR TV IN BAR	75.00	150.00
		AREA.		
1.00		DEMO POWER TO SUSHI STATION	100.00	100.00
2.00		NEW OUTLETS CUT IN ON SOUTH WALL	75.00	150.00
		FOR TV		
1.00		DEMO EXISTING PENDANT LIGHTS ON	80.00	80.00
		SOUTH WALL		
3.00		CUT IN NEW LIGHTS IN MIDDLE	105.00	315.00
		SECTION OF DINING ROOM. THIS WILL		
		RESULT IN DRYWALL DAMAGE TO		
		SUPPORT BOXES		
3.00		USE EXISTING LIGHT BETWEEN	75.00	225.00
		BOOTHES AND CUT IN BOXES FOR		
		SCONCE LIGHTS		
2.00		SURFACE MOUNT NEW GFI OUTLETS IN	75.00	150.00
		BACK KITCHEN		
1.00		GLEN ELLYN CONTRACTOR	100.00	100.00
		REGISTRATION AND BOND		
			Subtotal	1,820.00
			Sales Tax	
			TOTAL	1,820.00

Main Street Pub Business Plan

Business Description: Main Street Pub will be a restaurant/bar that is an extension of our current location Jackson Ave Pub in Naperville IL. We our main focus is creating a unique menu featuring creative, gourmet burgers and paring them with local and interesting craft beers. Please visit jacksonavepub.com to see what we currently offer.

Improvements:

- **Bathrooms:** Currently 466 N. Main St. is sharing bathrooms with the retail spaces next door. It is an advantage for an restaurant/bar to have restrooms located on sight for the continence of their customers. This will also benefit the retail spaces that share the existing bathrooms as it will eliminate wait time for their customers.
- **Electrical:** Need to update the electrical wiring to accommodate the lighting to create a safe and comfortable environment for our guests.

Unexpected Difficulties: None at this time.

Business Experience: Approximately 30 years experience in the restaurant industry between the 3 owners. In 2012 we opened our first location in Naperville, IL and due to the success off the first location we are looking to expand our concept to downtown Glenn Ellyn.

Market Research: We anticipate that our main customer base will be within a 5 mile radius of downtown Glen Ellyn. We do not see the build out of new bathrooms as a way to attract new customers. This project we feel with help us retain the customer base we will build. It is important that our guests do not feel inconvenienced by a lack of facilities in our establishment.

Award Program: We would have been force to go out and find additional funding if it were not for the award program. In the restaurant/bar business it is extremely hard to find people/institutions that are willing to loan money for these projects due to the large amount of risk. At a minimum this project would be delayed and might not have been possible without this program.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Contract
Prepared By: Dave Buckley

SCHEDULED

AGENDA ITEM (ID # 1942)

DOC ID: 1942

Approve award of a two-year contract for Snow Hauling Services for 2015/16 and 2016/17, to KLF Enterprises, of Markham, Illinois, in an amount not to exceed \$40,000, with equal annual payments of \$20,000, to be expensed to the General Fund. (Public Works Director Hansen)

Background

Snow removal from the Central Business District requires hauling a substantial amount of snow. The removal includes loading snow onto trucks and hauling the snow to Ackerman Park on St. Charles Road (The Glen Ellyn Park District is responsible for providing hauled snow storage per the Village Green lease agreement.) The Village does not own or operate a sufficient fleet of trucks to haul the snow with its own equipment. To supplement the existing trucks, a private hauling company is used to haul snow on an as-needed basis. The Village uses a tractor-mounted snow blower to load the snow into the contracted semi-trucks. The Public Works team developed a Request for Proposal for a two year agreement for hauling snow occurring between November 1, 2015 to April 30, 2016, and November 1, 2016 to April 30, 2017.

Within this proposal, contractors were requested to list snow removal equipment with an operator that they would be willing to commit to the Village in the event the Village would need additional snow removal support. This equipment could include trucks, tractors, and snow throwers that could be useful in major snow events. This option of the RFP is rarely exercised and not used in cost analysis, but the Village wants the snow hauling contractor to have the ability to provide necessary snow removal equipment in case of a snow emergency.

This proposal was publicly advertised on August 7, 2015. Contract documents were delivered to 42 contractors. The proposal opening was August 26, 2015 with two contractors submitting proposals for snow hauling. This is similar to past experience as the same project bid in 2013 only had two bidders.

Issue

In the past, Public Works has used historical data of snow hauling services required from the last 5-7 years to determine the low proposal for the two year contract. This is done as proposed pricing fluctuates with travel time costs and different costs for weekday, weekend and holidays. This year a comparison between the two proposals showed that KLF Enterprises would save Glen Ellyn an average of \$3,300 per year compared to the proposal from Marcott Enterprises. This is due to flat pricing regardless of the day of the week by KLF compared to incremental increased costs for weekends and holidays by Marcott. Glen Ellyn has used Marcott Enterprises for snow hauling for 14 years, but this RFP provides an opportunity for Glen Ellyn to use a new contractor in an effort to reduce snow hauling costs. Public Works budgets \$20,000 per snow season for snow removal. Payment will be made on an as-needed basis.

Action Requested

Motion to approve a contract for Snow Hauling Services to KLF Enterprises, of Markham, IL. in the not-to-exceed amount of \$40,000; expensed to the General Fund - Public Works Operations - Streets in the yearly amount of \$20,000.

ATTACHMENTS:

- KLF Proposal for Snow Hauling 2015-2017 (PDF)
- 2015-17 Snow Hauling Pricing Comparisons to 2008-15 Actual Experience (XLS)

B. PROPOSAL FORM

A proposal for Snow Hauling, Equipment Leasing, submitted by:

KLF Enterprises

for the Village of Glen Ellyn effective from November 1, 2015 through April 30, 2016
and November 1, 2016 through April 30, 2017

Hourly price per semi-dump truck: \$ 94.00

Minimum hourly charge per semi-dump truck: \$ 188.00

Please specify if this price includes:

Saturdays, Sundays, Holidays, Yes X No

Is the price a flat rate and based on
time-on-job only? Yes X No

If not, please specify the rates for
Saturdays, Sundays, and Holidays. \$ N/A

Travel time: \$ 94.00

Hourly price per pick-up plow truck: \$ 94.00

Minimum hourly charge per pick-up plow truck: \$ 188.00

Please specify if this price includes:

Saturdays, Sundays, Holidays, Yes X No

Is the price a flat rate and based on
time-on-job only? Yes X No

If not, please specify the rates for
Saturdays, Sundays, and Holidays. \$ N/A

Travel time: \$ 94.00

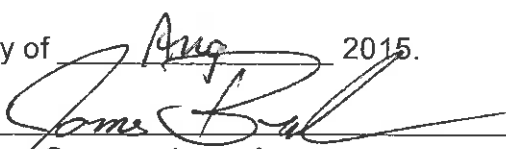


In the event the Village of Glen Ellyn needs additional snow removal equipment, will you commit these vehicles to the Village? Yes X No

If yes, please list the hourly rates.	Size	Hourly Rate
Front - End Loaders(Rubber Tired)	<u>CAT 950</u>	\$ <u> </u>
With Operator	<u>International</u>	\$ <u>169.00</u>
Plow Trucks -	<u>with 8.5Ft Plow</u>	\$ <u> </u>
With Operator		\$ <u>125.00</u>
Snow Thrower -	<u> </u>	\$ <u> </u>
With Operator		\$ <u>125.00</u>

Other than the equipment listed above, if you have other snow removal equipment you would commit to the Village, please list the types and hourly rates.

Type of Equipment and Size	Hourly Rate
<u>SKID STEERS</u>	\$ <u>125.00</u>
<u>SALT TRUCKS</u>	\$ <u>125.00</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>

Dated and signed this 25th day of Aug 2015.
 Signature of
 Authorized Representative: 

Title: President

Company: KLF Enterprises

Address: 2044 W 163RD St., Suite 2

City, State, Zip Markham, IL 60428

Telephone: 708-825-1439

Fax: 708-331-4212

E-mail Address: Bracken708@GMail.Com

Date	W/Sat/Sun	# Trucks	Total Hours	Marcott	KLF Enterprises	Marcott	Rate	Travel
12/17/2008	W	4	16.5	\$2,047.50	\$1,993.00	Hourly Weekday	\$105.00	\$78.75
12/19/2008	W	6	18	\$2,362.50	\$2,328.00	Hourly Sat	\$157.50	\$78.75
12/20/2008	Sat	4	18.25	\$3,189.38	\$2,164.50	Hourly Sun/Hol	\$210.00	\$78.75
12/29/2008	W	6	24.5	\$3,045.00	\$2,965.00			
1/10/2009	Sat	6	20.25	\$3,661.88	\$2,548.50	KLF Enterprises	Rate	Travel
1/11/2009	Sun	6	18.25	\$4,305.00	\$2,352.50	Hourly Weekday	\$98.00	\$94.00
2/13/2009	W	5	8.25	\$1,260.00	\$1,278.50	Hourly Sat	\$98.00	\$94.00
2/23/2009	W	3	4.25	\$682.50	\$698.50	Hourly Sun/Hol	\$98.00	\$94.00
			TOTAL	\$20,553.75	\$16,328.50			
12/31/2009	Sun	5	7.25	\$1,916.25	\$1,180.50			
1/8/2010	W	6	23	\$2,887.50	\$2,818.00			
2/10/2010	W	8	23.75	\$3,123.75	\$3,079.50			
2/22/2010	W	12	24	\$3,465.00	\$3,480.00			
			TOTAL	\$11,392.50	\$10,558.00			
12/21/2010	W	7	15.5	\$2,178.75	\$2,177.00			
2/3-4/2011	W	24	230.25	\$26,066.25	\$24,820.50			
2/6/2011	Sun	3	27.25	\$5,958.75	\$2,952.50			
			TOTAL	\$34,203.75	\$29,950.00			
1/13/2012	W	5	19.25	\$2,415.00	\$2,356.50			
1/21/2012	Sat	6	29	\$5,040.00	\$3,406.00			
			TOTAL	\$7,455.00	\$5,762.50			
2/22/2013	W	6	21.75	\$2,756.25	\$2,695.50			
2/27/2013	W	6	19.25	\$2,493.75	\$2,450.50			
3/6/2013	W	7	25.75	\$3,255.00	\$3,181.50			
			TOTAL	\$8,505.00	\$8,327.50			

Date	W/Sat/Sun	# Trucks	Total Hours	Marcott	KLF Enterprises	Marcott	Rate	Travel
1/1/2014	H	5	12	\$2,913.75	\$1,646.00			
1/2/2014	W	6	26.75	\$3,281.25	\$3,185.50			
1/3/2014	W	5	16.25	\$2,100.00	\$2,062.50			
1/5/2014	Sun	5	32.75	\$7,271.25	\$3,679.50			
1/6/2014	W	6	30.5	\$3,675.00	\$3,553.00			
1/27/2014	W	5	12	\$1,653.75	\$1,646.00			
2/2/2014	Sun	6	28	\$6,352.50	\$3,308.00			
2/6/2014	W	5	17.5	\$2,231.25	\$2,185.00			
2/18/2014	W	6	31.25	\$3,753.75	\$3,626.50			
3/2/2014	Sat	6	21	\$3,780.00	\$2,622.00			
3/12/2014	W	5	13.25	\$1,785.00	\$1,768.50			
			TOTAL	\$38,797.50	\$29,282.50			
1/6/2015	W	5	12.25	\$1,680.00	\$1,670.50			
1/9/2015	W	5	11.5	\$1,601.25	\$1,597.00			
1/12/2015	W	5	15.5	\$2,021.25	\$1,989.00			
2/1/2015	Sun	6	18.25	\$4,305.00	\$2,352.50			
2/2/2015	W	8	66.25	\$7,586.25	\$7,244.50			
2/3/2015	W	8	39.25	\$4,751.25	\$4,598.50			
2/4/2015	W	4	6	\$945.00	\$964.00			
2/26/2015	W	5	13	\$1,758.75	\$1,744.00			
			TOTAL	\$24,648.75	\$22,160.00			
							Avg Yearly	
						Savings	Savings	
	7 YR	GRAND	TOTAL	\$145,556.25	\$122,369.00	\$23,187.25	\$3,312.46	
	7 YR	GRAND	TOTAL	\$101,902.50	\$82,389.00	\$19,513.50	\$2,787.64	
		(Without Blizzards)						



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Ordinance
Prepared By: William Holmer

SCHEDULED

ORDINANCE 6355

DOC ID: 1945

Ordinance No. 6355-VC, An Ordinance to Amend Sections of the Village Code Regarding Parking on Crescent Boulevard between Park Boulevard and Lake Road. (Chief Norton)

As of the beginning of the school year, the Department has been monitoring traffic flow in front of Glenbard West High School in light of the completion of construction along the Crescent Boulevard corridor.

Most of the parking spaces in front of the school (both north and south sides of Crescent) are used extensively during pick-up and drop-off times. Therefore, it is important that we continue to restrict parking in those areas with the exception of special permitted times when parking can be accomplished during the day, but will not interfere with assembly and dismissal times. This arrangement helps provide space for the many meetings and school events that occur during the middle of the school day.

The only significant change to parking along the corridor occurs on Crescent in front of Biester Gym where several parking spaces were created as a part of the project. We are proposing that, during the day, these spaces are used as permit spaces for school students or staff. After the school day ends, the spaces open up and can be used for parking, and pick-up/drop-off related to athletic activities at the gym.

Attached is an ordinance to amend the appropriate parking schedules within the Village Code that govern this corridor. Most of these changes are to clean up old language and adjust times to prohibit parking during the school day.

If you have any questions, please see me.

Ordinance No. _____-VC

**An Ordinance to Amend Sections
Of the Village Code of the
Village of Glen Ellyn, Illinois
Regarding Parking on Crescent Boulevard
Between Park Boulevard and Lake Road**

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION ONE: Section 9-5-6 (SCHEDULE F; PARKING PROHIBITED AT ALL TIMES) of the Glen Ellyn Village Code is hereby amended by the following:

Name of Street	District
Crescent Boulevard, (north side)	From a point 265 feet west of the west line of Lake Road to a point 117 feet east of the east line of Roger Road.
Crescent Boulevard, (north side)	From a point 27 feet west of the west line of Ellyn Avenue to a point 122 feet east of the east line of Ellyn Avenue.
Crescent Boulevard, (north side)	From a point 137 feet west of the west line of Park Boulevard to a point 254 feet east of the east line of Park Boulevard.
Crescent Boulevard, (south side)	From the west line of Park Row to a point 103 feet west of that same line.
Crescent Boulevard, (South Side)	From the east line of Park Boulevard to a point 39 feet east of the east line of Ellyn Avenue.

SECTION TWO: Section 9-5-8 (SCHEDULE H; PARKING LIMITS) of the Glen Ellyn Village Code is hereby amended by the following:

Time Limits	Name of Street	District
1 hour school visiting parking only	Crescent Boulevard, north side	From a point 122 feet east of the east line of Ellyn Avenue to a point 290 feet east of the east line of Ellyn Avenue 7:00 A.M. to 3:00 P.M. Monday Through Friday on school days: school check-in required with registration and vehicle owner information.

SECTION THREE: Section 9-5-7 (SCHEDULE G; PARKING PROHIBITED DURING CERTAIN HOURS) of the Glen Ellyn Village Code is hereby amended by the following:

Name of Street	District	Hours Parking Prohibited
Crescent Boulevard, (north side)	From a point 254 feet east of the east line of Park Boulevard to a point 27 feet west of the west line of Ellyn Avenue.	7:00 A.M. to 3:00 P.M. on school days, except by special permit.
Crescent boulevard, (north side)	From a point 265 feet west of the west line of Lake Road to a point 565 feet west of the west line of Lake Road.	7:00 A.M. to 3:00 P.M. on school days, except by special permit.
Crescent Boulevard, (south side)	From a point 39 feet east of the east line of Ellyn Avenue to a point 103 feet west of the west line of Park Row.	7:00 A.M. to 3:00 P.M. on school days, except by special permit.
Park Row, (west side)	From the south line of Crescent Boulevard to the north line of Willis Street.	7:00 A.M. to 3:00 P.M. on school days, except by special permit.
Willis Street, (south side)	From the west line of Park Row to the west line of Riford Road.	7:00 A.M. to 3:00 P.M. on school days, except by special permit.

SECTION FOUR: Section 9-5-5 (SCHEDULE E; ANGLE PARKING) of the Glen Ellyn Village Code is hereby amended by the deletion of the following:

Name of Street	District
Crescent Boulevard, (south side)	From the east line of Ellyn Avenue to the west line of Park Row.

SECTION FIVE: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

APPROVED by the Village President of the Village of Glen Ellyn, Illinois, this _____ day of _____, 20____.

Ordinance 6355

Meeting of October 12, 2015

Village President of the Village
of Glen Ellyn, Illinois

ATTEST:

Village Clerk of the Village
of Glen Ellyn, Illinois
(Published in pamphlet form and posted on the _____ day of _____, 20____.)



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Contract
Prepared By: Lori Thomas

SCHEDULED

AGENDA ITEM (ID # 1920)

DOC ID: 1920

Approve award of a contract to Heartland Payment Systems, of Jeffersonville, Indiana, for Merchant Card Processing Services, for a term of 36 months. (Finance Director Coyle)

Background

The Village accepts credit and debit cards for a variety of payment transactions. Doing so requires us to utilize a processing company that verifies the cards and coordinates payment to our bank account. The processor charges a fee for each transaction, usually around 2-3% of the total payment amount. The fee charged depends on the credit card used and the fee charged by the processor itself. Different credit cards that the customer uses results in different fees charged to the Village. For example, customers using “points” cards typically results in a higher fee charged to the Village for processing the credit card. The different credit card companies (MasterCard, Visa, AMEX, etc.) also charge different fee rates.

Discussion

The Village regularly reviews credit card fees to determine opportunities for savings. In 2014, the Village incurred \$120,600 in credit card fees for payments received at the Civic Center and at Village Links/Reserve 22. In Fiscal Year 2013/2014, the Village updated its credit card merchant arrangement for the Civic Center payments which saved approximately \$4,500 a year.

Again this year, staff reviewed credit card fees to determine any potential savings for the Village. This time, staff combined both credit card processing for the Civic Center with the Village Links/Reserve 22 in an effort to realize volume savings. Staff solicited quotes from three vendors. Merchant processors provide quotes by reviewing your current activity and provide you with an estimated annual savings based upon the current volume level. This is because future credit/debit card activity cannot be known and also because each processor has different rate structures unique to the particular company.

BASED ON THE THREE QUOTES PROVIDED, HEARTLAND PAYMENT SYSTEMS WOULD OFFER THE MOST SAVINGS TO BOTH THE VILLAGE AND THE VILLAGE LINKS/RESERVE 22. HEARTLAND OFFERS AN INTERCHANGE “PLUS” METHOD OF BILLING VERSUS BUNDLED FEES. INTERCHANGE “PLUS” IS A BETTER, MORE TRANSPARENT METHOD FOR BILLING CREDIT CARDS. IT DISPLAYS EVERYTHING WE ARE CHARGED FOR COMPARED TO BUNDLING INTERCHANGE FEES, TRANSACTION FEES, AND USER FEES INTO ONE BUCKET WHERE THE COSTS ARE INDETERMINABLE.

<u>Processor</u>	<u>Estimated Annual Savings</u>
Heartland Payment Systems	\$18,000
Merchant Warehouse (Village's current processor)	\$6,744
Glen Ellyn Bank and Trust	\$4,267

The quote from Heartland Payment Systems would result in an approximate \$6,000 per year savings for Civic Center payments and approximate \$12,000 per year for the Village Links/Reserve 22 payments, given current activity level. Heartland Payment System is a Fortune 1000 company that is a direct processor, not a middle man. It was founded in 1997 and does 2.1 billion in revenue annually. It has 3184 employees and processes for 275,000 businesses. Heartland processes 11 million transactions a day and 80 billion transactions a year. In 2006 Heartland introduced The Merchant Bill of Rights, a public advocacy initiative that educates merchants about fair payment processing practices.

Attached with this memo are copies of the merchant applications for Heartland Payment Systems, the terms and conditions, as well a Shift4 agreement for gateway services necessary to interface with the Village Links/Reserve 22 point-of-sale (POS) system. The terms and conditions stipulate that it is a 36 month agreement that automatically renews for 12 month periods thereafter unless terminated by either party with 60 days written notice.

Recommendation

Recommend approval of the contract with Heartland Payment Systems and Shift4 Corporation for bankcard processing services.

ATTACHMENTS:

- HPS Terms and Conditions (PDF)
- Heartland Agreement Civic Center (PDF)
- Heartland Agreement Reserve 22 (PDF)
- Shift4 Agreement (PDF)

Merchant Processing Agreement



**Card Acceptance Policies •
Procedures • Terms & Conditions**



Heartland
PAYMENT SYSTEMS™

The Highest Standards | The Most Trusted Transactions

Merchant Processing

Welcome to Heartland Payment Systems™

Thank you for selecting Heartland Payment Systems™ as your payments processor — and welcome to the Heartland family!

We look forward to bringing you worry-free payments processing, processing your payments quickly, efficiently and accurately — and providing full and honest disclosure with easy-to-read statements — so you can focus on what really matters most: improving and growing your business.

Heartland Payment Systems believes in fairness and transparency in credit and debit card processing. That's why we developed — and adhere to — The Merchant Bill of Rights, a public advocacy initiative that educates business owners about the complexities of card processing and managing the associated costs.

The Merchant Bill of Rights calls for:

1. The right to know the fee for every transaction — and who's charging it.
2. The right to know the markup on Visa®, MasterCard® and Discover Network fee increases.
3. The right to know all Visa, MasterCard and Discover fee reductions.
4. The right to know all transaction middlemen.
5. The right to know all surcharges and bill-backs.
6. The right to a dedicated local service representative.
7. The right to encrypted card numbers and secure transactions.
8. The right to real-time fraud and transaction monitoring.
9. The right to reasonable equipment costs.
10. The right to live customer support 24/7/365.

To learn more, visit MerchantBillOfRights.com

By using equipment or services by Heartland Payment Systems, you (the merchant) acknowledge you have reviewed and understand the policies, procedures, terms and conditions outlined in this document, and further agree the information you supplied to obtain such services is, and remains, accurate.

MERCHANT PROCESSING AGREEMENT

Terms & Conditions

The following are the Terms & Conditions of the Merchant Processing Agreement.

1. Services

- 1.1** Merchant agrees that during the term of this Agreement it will not use the services of any bank, corporation, entity or any other person other than HPS for the processing of bankcard Transactions, unless approved by HPS.
- 1.2** Merchant acknowledges that HPS may provide payment Transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of Transaction processing and authorization, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder, including but not limited to, the rights under 4.22 to debit Merchant's Account for all fees, costs, charges, and other liabilities. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.

2. Definitions

- 2.1** **"Account"** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2** **"ACH"** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3** **"Agreement"** means this Merchant Processing Agreement and the Merchant Application. It includes the application submitted and executed by the Client and HPS.
- 2.4** **"Authorization"** means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5** **"Card"** means
- (i) a valid credit, debit or payment Card in the form issued under license from the Card Schemes, or
 - (ii) any other valid credit, debit or payment Card accepted by Merchant under this agreement with HPS.
- 2.6** **"Card Schemes"** means VISA U.S.A., Inc., VISA International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS and, with respect to on-line debit Card Transactions and on-line Debit Networks.
- 2.7** **"Card Issuer"** means the financial institution or company that has provided a Card to the Cardholder.
- 2.8** **"Cardholder"** means the person whose name is embossed upon the face of the Card.
- 2.9** **"Card-Not-Present Transaction"** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.10** **"Card Swipe"** means the electronic capture of a Card's magnetic Stripe data by a Point of sale Terminal or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a "Card Swipe" or its manual equivalent, an "Imprint," is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.
- 2.11** **"Chargeback"** means the procedure by which
- (i) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer's applicable Rules or operating regulations or for any other reason as provided in this Agreement and
 - (ii) the Merchant's Account is debited for such return.
- 2.12** **"Client"** – See Merchant
- 2.13** **"Credit Voucher"** means a document or Transaction executed by Merchant evidencing any refund or price adjustment relating to Products or services to be credited to a Cardholder account.
- 2.14** **"Debit Networks"** means the authorization networks utilized by Merchant for PIN Debit Transactions.
- 2.15** **"Discount,"** means the fee paid by Merchant to HPS expressed as a percentage of Card Scheme sales processed by HPS.
- 2.16** **"HPS"** means collectively Heartland Payment Systems, Inc., and its sponsoring banks.
- 2.17** **"Imprint"** means
- (i) a physical impression of a Card on a Sales Draft manually obtained through the use of an imprinter, or
 - (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft. Only an "Imprint" or its electronic equivalent, a "Card Swipe," is acceptable by the Card Scheme as proof that the Card was present at the time of Sale.
- 2.18** **"Internet Merchant"** means a Merchant that accepts Transactions electronically via the World Wide Web (www.).
- 2.19** **"Merchant"** generally means "Client" or the party identified as the recipient of this Agreement and its principals and owners. It can be used interchangeably with Client and can cover the Merchant themselves and any third party that may be associated with them (i.e. VARs, gateway providers etc.).

- 2.20** “**Merchant Servicer**” means a third party agent that:
- (a) is engaged by a Merchant
 - (b) is not a Member of the Card Schemes
 - (c) is not directly connected to VISANet
 - (d) is party to the Authorization and/or clearing message and,
 - (e) has access to Cardholder data, or processes, stores, or transmits Transaction data.

- 2.21** “**Non-Qualified**” means a Transaction that did not meet the Card Schemes authorization and/or settlement requirements and is not eligible for the best rate possible. Some of these Transactions could be prevented while other Card type Transactions are assessed higher rates than preferred rates by the Card Schemes and are not preventable.

- 2.22** “**Outbound Telemarketing Transaction**” means a Transaction in which a sale of Products or services results from a Merchant initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.

- 2.23** “**Products**” means all goods and services that are sold or provided by Merchant.

- 2.24** “**Reserve Account**” means amount of monies held in a non-interest bearing account established by HPS based upon the Merchant's processing history and anticipated risk of loss to HPS.

- 2.25** “**Rules**” means the operating regulations, terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.

- 2.26** “**Sales Draft**” means the paper form, whether electronically or manually imprinted, evidencing a sales Transaction.

- 2.27** “**Transaction**” means any retail sale of Products, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.

- 2.28** “**Voice Authorization**” means an Authorization obtained by a direct-dialed telephone call.

3. Data Security Requirements

- 3.1** The PCI Security Standards Council (“PCI SSC”) was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards (“PCI DSS”) as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard (“PA-DSS”) and PIN Transaction Security Requirements for PIN-Entry Devices (“PED”).

PCI DSS applies to any Merchant or Merchant Servicer that stores, processes, or transmits Cardholder information. All eligible Merchants, regardless of size, must comply with these standards. Following are standards that, at a minimum, Merchant must comply with rather than with:

- (a) Install and maintain a firewall configuration to protect Cardholder data.
- (b) Do not use vendor-supplied defaults for system passwords and other security parameters.
- (c) Protect stored Cardholder data.
- (d) Encrypt transmission of Cardholder data across open, public networks.
- (e) Use and regularly update anti-virus software.
- (f) Develop and maintain secure systems and applications.
- (g) Restrict access to Cardholder data by business need-to-know.
- (h) Assign a unique ID to each person with computer access.
- (i) Restrict physical access to Cardholder data.
- (j) Track and monitor all access to network resources and Cardholder data.
- (k) Regularly test security systems and processes.
- (l) Maintain a policy that addresses information security.

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes have requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp
www.mastercard.com/sdp
www.discovernetwork.com/fraudsecurity/disc.html
www.americanexpress.com/datasecurity

In cases where payment application software is used as a part of Authorization or settlement of Cardholder data, Merchant must use a PA-DSS compliant payment application or have current proof of PCI DSS compliance validation. The List of Validated Payment Applications may be found at:

https://www.pcisecuritystandards.org/approved_companies_providers/vpa_agreement.php

In cases where PIN-based debit Transactions are processed, Merchant must use a compliant PIN Entry Device (“PED”). The List of PCI SSC Approved PIN Transaction Security Devices may be found at: https://www.pcisecuritystandards.org/security_standards/ped/pedapprovallist.html. Transactions should be Triple Data Encryption Standard (TDES) protected.

In addition, Merchant must immediately notify HPS of its use of any agent or Merchant Servicer that will have any access to Cardholder data and provide the full name and business address of such agent or Merchant Servicer and change thereto.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

- 3.2** A Card Scheme may require Merchant to conduct an independent forensics review due to its data

security procedures. Upon notice of such request, Merchant shall provide, at its sole cost and expense, through an approved forensic review process, information as may be required by the Card Scheme.

4. Rights, Duties, and Responsibilities of Merchants

- 4.1** Merchant shall make a selection on Card acceptance as follows: All Cards Accepted, Credit/ Business Cards Only and Consumer Prepaid/ Debit (Check Cards) Only. At the time of signing the Agreement, Merchant will select one of the options, which will be indicated on the Agreement. Merchant shall honor the card types selected provided that the Card is valid and is presented to Merchant at the time of the sale by the Cardholder or an authorized user of the Card. A Card is valid only if it is presented on or after the valid date, if any, and before the expiration date shown on its face and the Card is used as payment for Products that are sold or rendered by Merchant under the terms of this Agreement.
- 4.2** In accordance with applicable law and Card Scheme regulations, Merchant may establish a minimum sale amount as a condition for honoring Credit Card Transactions, so long as such minimum amount does not exceed \$10.00. This amount shall be subject to automatic increase as provided by applicable law. In accordance with applicable law and Card Scheme regulations, a maximum sale amount for Credit Card Transactions may only be set by Merchants which are federal agencies or institutions of higher learning. Except as specifically set forth in this Section 4.2, Merchant shall not establish a minimum or maximum sale amount as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards. Merchant shall not request or require that a Cardholder provide any personal information as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards Transactions unless such information is required to provide delivery of goods and services or Merchant has reason to believe the identity of the person presenting the Card may be different from that of the Cardholder.
- 4.3** Merchant shall complete a Sales Draft or Credit Voucher, in a form approved by HPS and in compliance with the Card Schemes Rules, which shall be legible and contain the following:
- The Merchant and Cardholder's electronically printed copy shall not contain the expiration date and should only display in legible print the last four digits of the card number. Any other portion of the Card number must be represented by fill characters such as "x", "*", or "#".
 - the information embossed on the Card being presented;
 - the date of the Transaction;
 - a brief description of the Products involved in detail sufficient to identify the Transaction;
 - the total amount of the sale or credit (including any applicable taxes) or the words "deposit" or "balance" if full payment is to be made at different times on different Sales Drafts;

- the city and state wherein such Transaction occurred; and
- the signature of the Cardholder of the Bankcard.

In cases where prompted by the terminal to do so, Merchant shall key enter the last four digits of the bankcard to verify the contents of the magnetic stripe and shall deliver a completed copy of the Sales Draft to the Cardholder. However, the Cardholder's electronically printed copy shall not contain the expiration date and no more than the last four digits of the Credit Card number. This provision shall not apply to those Transactions specifically excluded from these requirements by Card Schemes Rules.

- 4.4** For all mail or telephone orders, Merchant shall type or legibly print on the signature line of the Sales Draft the letters or words indicated: "Mail Order," "MO," or "Telephone Order," "TO."
- 4.5** In the event a Transaction is to be completed without a (legible) Card Imprint, Merchant shall print legibly the following information on the Sales Draft:
- Merchant's name and address;
 - the Card Issuer's name;
 - the account number of the Card;
 - the expiration date of the Card and any effective date on the Card; and
 - the Cardholder's name. In a non-imprint Transaction, whether or not an Authorization is obtained, Merchant shall be deemed to warrant to HPS the Cardholder's identity as an authorized user of the Card.

Merchant shall:

- compare the signature on the Sales Draft with the signature on the Card presented to ascertain that they appear to be the same;
- check the effective date, if any and expiration date on the Card;
- examine any security features on the Card; and
- compare the actual Card number against the information contained in the electronic terminal by review of the terminal screen or by verification of the printed receipt.

In the event the two signatures do not bear a reasonable resemblance or there exists any other discrepancy in these verification requirements or there exists any other reasonably presumed indication of fraud or of prohibited or improper usage, Merchant shall not honor the Card tendered. This provision shall not apply to those Transactions specifically excluded from these requirements by Card Associations' Rules.

- 4.6** Merchant's policy for the exchange or return of goods sold and adjustment for services rendered shall be established and posted in accordance with applicable regulations of the applicable Card Scheme. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned;
- no Refund, or less than full refund, will be given;
 - returned merchandise will only be exchanged for similar merchandise of comparable value;

- (c) only a credit toward purchases will be given;
- (d) a restocking fee will be charged; or
- (e) special conditions or circumstances apply to the sale (e.g. late delivery, delivery charges or other non-credit terms).

If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a Card. The foregoing disclosures must be made on all copies of Sales Drafts issued at the time of the sale in letters approximately ¼ inch high in close proximity to the space provided for the Cardholder's signature. In circumstances where credits or adjustments are due, Merchant shall prepare and deliver to the Cardholder a properly completed Credit Voucher. Merchant will input Credit Vouchers into the Terminal on the day of the credit Transaction for inclusion in Merchant's daily transmission of Transactions.

- 4.7** Merchant shall not transmit for processing and payment any Transaction(s) representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations
- (i) previously owed to Merchant,
 - (ii) arising from the dishonor of a Cardholder's personal check, and/or
 - (iii) representing the collection of any other pre-existing debt.
- 4.8** Merchant shall not, under any circumstances disclose, sell, purchase, provide or exchange any Cardholder's account number or any credit information relating to any Cardholder's account or any Sales Drafts or Credit Vouchers that may have been obtained or imprinted with any Card to any person other than HPS, except as expressly authorized in writing by the Cardholder, HPS, or as required by law.
- 4.9** Merchant shall not require any Cardholder to pay any part of any Discount or charge imposed upon Merchant by this Agreement, whether through increase in price or otherwise. Subject to Card Scheme regulations and applicable law, the terms of this Section 4.9 shall not be construed as prohibiting Discounts to customers for any form of payment so long as such Discount is not based on the Card Issuer and/or Card Scheme.
- 4.10** On the date of the Transaction and prior to honoring any Card, Merchant shall obtain an Authorization code for the total amount of each Transaction by physically sliding the Card through the Card reader of the terminal thereby causing the terminal to electronically read a magnetically encoded stripe on the reverse side of each Card, except Card-Not-Present Transactions, which are governed by section 4.12 hereof.
- 4.11** Merchant agrees to obtain an Authorization on all Transactions. Any Transaction that cannot be authorized electronically through a terminal or manually key entered is subject to a Voice Authorization call. Merchant will obtain an Authorization prior to completing a Card-Not-Present Transaction. Any Transaction that is not

properly authorized is made with full recourse and may be charged back to Merchant; furthermore, any Card-Not-Present Transaction will be subject to additional charges for a Mid or Non-Qualifying Transaction. An Authorization does not constitute a guarantee of payment, only an indication of available credit, and may be subject to dispute or Chargeback.

- 4.12** MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.
- 4.13** Merchant shall use its best efforts, by reasonable and peaceful means, to recover the Card when:
- (a) Merchant is advised to recover the Card in response to an Authorization request or
 - (b) Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen. Merchant shall take no action to recover a Card that may result in a breach of the peace.
- 4.14** Merchant may utilize the terminal's keypad to input Card number(s) in the following instances:
- (a) Card-Not-Present Transactions; or
 - (b) the magnetic stripe on a Card is damaged and therefore unreadable by the terminal; or
 - (c) the terminal's Card reader is inoperative, in which case Merchant shall immediately advise HPS.
- 4.15** When possible to do so, Merchant shall utilize the terminal as the exclusive method for obtaining Authorization codes. Voice Authorization service is for use during terminal downtime periods only. Use of Voice Authorization systems will result in additional charges for such use being assessed to Merchant based on HPS then-current rates. Merchant will record for every Transaction applicable authorization and reference numbers on each Sales Draft to facilitate the timely and accurate retrieval of information as requested by HPS.
- 4.16** Any Transaction for which the Card number is not obtained by passing the Card's magnetically encoded stripe through the Card reader of a terminal is a Card-Not-Present Transaction. Except at such times as the terminal may be inoperable, Merchant shall not engage in soliciting or accepting Card-Not-Present Transactions without the prior written permission of HPS, and then only for such Products and in such amounts as stated in such written permission. Merchant shall not utilize the service of any third party (e.g. telemarketer) to solicit or accept orders or engage in Outbound Telemarketing Transactions.
- 4.17** If a Merchant is approved as an Internet, Mail Order or Telephone Order Merchant, the following sections of this Agreement shall not apply: 4.3 (b)

and (g), 4.5, 4.10, 4.13, 4.14, 4.15, 4.27 (h) and (l) and 7.2 (b)(II) and such sections shall be replaced by the following:

- (a) Merchant shall obtain an Authorization for all Transactions. Any Transaction that cannot be authorized electronically is subject to a Voice Authorization call. Any Transaction that is not properly authorized is made with full recourse and may be charged back to the Merchant. An Authorization does not constitute a guarantee of payment, but may be subject to dispute or Chargeback.
- (b) Merchant shall print legibly the following information on the Sales Draft; Merchant's name and address; (i) the Card Issuer's name; (ii) the account number of the Card; (iii) the expiration date of the Card and any effective date on the Card; and (iv) the Cardholder's name. Merchant shall be deemed to warrant to HPS the Cardholder's identity as an authorized user of the Card.
- (c) Merchant is required to use a real-time Internet payment gateway authorized in advance by HPS to obtain Authorization codes and process Transactions.
- (d) Internet Transactions are Card-Not-Present Transactions and must be performed on the Internet by the customer or,
- (e) In the case of a Virtual Terminal (a credit Card processing terminal on a secure server on the Internet whereby Merchant can key enter credit card Transactions manually), the Internet Merchant Store Front (the customer interface) must be Web Hosted so that the credit Card transactions are received over a secure socket layer (SSL) by the Merchant,
- (f) In any Card-Not-Present Transaction, as a material part of the consideration for HPS to enter into this Agreement, Merchant accepts such Transactions solely at its own risk, and further assumes all risks of loss attendant to non-imprint Card-Not-Present Transactions.

4.18 The following additional terms apply to Card-Not-Present Transactions:

- (a) Merchant shall use and retain for not less than one-year proof of a traceable delivery system utilized for the delivery of Products to customers.
- (b) Merchant shall use an address verification service to verify each Transaction.
- (c) Merchant must utilize if available through their gateway a Payer Authentication Program. This program identifies the Cardholder by authenticating their personal PIN entry. Specific programs could include Verified by VISA and MasterCard Secure Code.
- (d) Except where Merchant has specified future delivery on the Application, no customer's Card shall be debited until the Product purchased has been shipped.
- (e) Upon request by HPS, Merchant shall provide copies of all advertisements, catalogues, brochures or other materials used to solicit mail or telephone orders and any forms used in recording or transmitting orders.

4.19 In all cases, unless stipulated in the Merchant Processing Agreement, the shipment of goods to a Cardholder will be no later than the business day

following the date on which that Transaction was transmitted to HPS for processing.

- 4.20** All Card-Not-Present Transactions will be subject to the applicable interchange rates as defined by the Card Schemes.
- 4.21** Merchant agrees to electronically deposit Sales Drafts and Credit Vouchers no later than the day of the Transaction. The time of receipt by HPS will affect the timing of payment to Merchant. If Merchant fails to submit transactions on a timely basis as provided herein, Merchant will be charged and agrees to pay the additional fees assessed to HPS by the Card Schemes.
- 4.22** Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees that all credits for collected funds and debits for fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorneys fees and early termination charges) shall be made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) handling fee to change the DDA information and a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.
- 4.23** Merchant agrees to retain original Card Scheme Sales Drafts and Credit Vouchers for a period of not less than two (2) years from the date of the sale or credit. All other credit Card receipts should be maintained at the length set by the issuers of those Cards. Such documents shall be stored in a secure manner permitting retrieval and submission of legible copies on the same day that Merchant receives a request from HPS. Since a Card Issuer may over a period of time request duplicate copies of the same Sales Draft, Merchant must retain at least one legible copy of each Card Transaction. Failure to provide HPS with requested documentation within five (5) business days after receipt of such request may result in the Transaction being charged back to the Merchant, and HPS shall have the right to debit the Account for the full amount of the Transaction. Material containing Cardholder account information shall be destroyed in a manner that renders the data unreadable.
- 4.24** Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.
- 4.25** As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the financial institution providing settlement services

to Merchant. Merchant will execute all necessary documents enabling HPS to effect such change.

4.26 Merchant shall provide HPS with immediate notice of intent to:

- (a) transfer, sell or liquidate any substantial part of its assets;
- (b) change the basic nature of its business, including selling any Products or services not related to its current business.
- (c) change ownership or transfer control of business; or
- (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes more than a ten percent (10%) interest in Merchant's business.

Merchant also shall provide HPS with prompt written notice of any material changes regarding any information provided in the Application, including Merchant's address, ticket size or monthly volume. HPS determination of materiality shall be conclusive and binding. Failure to provide notice as required above may be deemed a material breach of this Agreement and shall be grounds for termination. If any of the changes listed above should occur, HPS shall have the option to amend the terms of this Agreement or to immediately terminate this Agreement based upon the nature of the changes reported by Merchant. Merchant and principal owner(s) identified on an approved Application and any new owner of Merchant or successor Merchant shall be jointly and severally liable to HPS and remain liable for any and all losses, costs and expenses suffered or incurred by HPS in accordance herewith, unless the original Merchant or successor thereof is released in writing by HPS.

4.27 Merchant agrees to pay HPS the face amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card Transaction is reversed in accordance with the Rules, any state or federal statute, regulation, court or administrative order, or terms of this Agreement. By way of example, but not limitation, the following will result in Chargebacks:

- (a) goods are returned or an order for goods is cancelled whether or not a Credit Voucher is delivered to HPS;
- (b) the sale Transaction was not specifically authorized;
- (c) any Transaction is alleged by the Cardholder to have been executed improperly or without authority;
- (d) the documentation prepared by Merchant evidencing the Transaction is illegible or incomplete;
- (e) the Cardholder disputes the sale, quality or delivery of goods or the quality of performance of services covered by the Sales Draft;
- (f) the Cardholder asserts against HPS any claim, dispute, defense, offset or counterclaim that the Cardholder may have as a buyer against Merchant (and HPS shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset or counter-claim);
- (g) the extension of credit for goods sold or services performed was in violation of law,

Rules or regulations of any federal, state or local government agency or in violation of this Agreement;

- (h) the Sales Draft lacks a Card Imprint or Cardholder's signature;
- (i) the Cardholder claims the dollar amount was altered after the Sales Draft was completed;
- (j) two or more Sales Drafts were prepared by Merchant for the same Transaction except as otherwise permitted;
- (k) the Card had expired before the Transaction date or the Transaction arises from the use of counterfeit or otherwise ineffective Card;
- (l) the embossed name on the Card differs from or is dissimilar to the name signed on the signature panel of the Card; or the signature on the signature panel of the Card differs from or is dissimilar to the signature on the Sales Draft;
- (m) the information contained in the Sales Draft was received by HPS more than ten (10) business days after the Transaction date shown thereon;
- (n) the Sales Draft is a duplicate of one previously processed or includes a charge previously paid by the Cardholder;
- (o) the Sales Draft is fraudulent or the Transaction was not a bona fide Transaction in Merchant's ordinary course of business;
- (p) the Card Issuer has information that Merchant fraud occurred at the time of the Transaction, whether or not such Transaction was properly authorized by the Card Issuer or the Card Issuer certifies that there was no Card outstanding with the account number used;
- (q) in any other situation where a Sales Draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation or warranty by Merchant hereunder, or where any action or lack of action by Merchant in violation of the Rules has resulted in the Sales Draft being charged back to HPS by an issuing member of a Card Scheme pursuant to the Rules, or the Sales Draft is charged back to HPS for any other reason.

4.28 Merchant agrees to pay HPS any fees or fines imposed on HPS by a Card Scheme resulting from Chargebacks and any other fees or fines imposed by a Card Scheme with respect to or resulting from acts or omissions of Merchant.

4.29 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Application; however, HPS at any time without prior notice may debit Merchant's DDA or any other Merchant Account for Chargebacks. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks, Chargeback handling fees, Discount and other charges pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS may, in its discretion, assist Merchant, at Merchant's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties, but HPS shall not have any obligation to investigate or effect any such

adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information. Failure to respond within the specified time shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible where it fails to timely provide information concerning any Chargeback. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS' discretion.

- 4.30** Merchant agrees to reimburse HPS for the amount of the Sales Draft in the event of a Chargeback together with a handling fee for each Chargeback, which fee may be amended from time to time. Merchant hereby irrevocably authorizes HPS to debit without notice Chargebacks and Chargeback handling fees and all other amounts due hereunder from Merchant's daily deposit and if such collection is inadequate, agrees to reimburse HPS immediately for any shortage that occurs as a result of such charges.
- 4.31** Merchant will be subject to a Chargeback on Card sales in accordance with the Rules in effect at the time of the Chargeback. The basis for Chargebacks and the Rules for their processing are governed by the Rules. However, all disputes that are not resolved through established Chargeback procedures shall be settled between Merchant and the Cardholder, and Merchant will indemnify HPS for all expenses, including reasonable attorneys' fees, that may be incurred as the result of any Cardholder claim that is pursued outside the Rules.
- 4.32** Merchant shall not accept or deposit any fraudulent Transaction, or any Transaction about which Merchant has knowledge or notice of circumstances that would impair the validity of the Transaction or the indebtedness thereunder or its collectibility.
- 4.33** Merchant unconditionally represents and warrants to HPS that all Sales Drafts submitted to HPS hereunder will represent the indebtedness of the Cardholder with whom Merchant has completed a Transaction in amounts set forth therein for Products only and shall not involve any element of credit for any other purposes, and shall not be subject to a defense, dispute, offset or counterclaim that may be raised by Cardholder under the Card Schemes Rules, the Consumer Credit Protection Act (15 USC § 1601) or other relevant state or federal statute or regulation. Further, Merchant warrants that any Credit Voucher that it issues represents a bona fide refund or adjustment on a Transaction by Merchant with respect to which a Sales Draft has been accepted by HPS.
- 4.34** Merchant shall not, under any circumstances, present for processing or credit, directly or indirectly, a Transaction that originates with any other Merchant or any other source.
- 4.35** Merchant shall not deposit duplicate Transactions. Merchant shall be debited for any adjustments for duplicate Transactions and shall be liable for any chargebacks, which may result therefrom. Any such deposit shall be grounds for immediate termination and HPS may hold funds sufficient to compensate HPS for the amount of the duplicate Transaction.
- 4.36** Merchant shall not initiate a Sales Transaction in an attempt to collect a Chargeback.
- 4.37** Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant, its owner(s) or other entity under common ownership or control. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.38** Merchant must obtain final approval by HPS of debit network sponsorship prior to submitting any debit Transaction.
- 4.39** Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.39, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.40** HPS shall have no liability for customer data that is lost or stolen from the Merchants POS system or terminal and Merchant shall indemnify HPS from any claim or loss arising out of or relating to such lost or stolen data.
- 4.41** Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of amount as defined by IRS regulations.
- 4.42** Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations.
- 4.43** Merchant, at its own expense, will have installed and will maintain the terminals and related equipment, unless otherwise agreed to by the parties in writing. Each terminal type, and related equipment type, installed at a Location must be compatible with HPS' System and HPS has the right to test the terminals and equipment to assure compatibility. Merchant will submit each terminal type and all new core hardware, and any releases of modifications to the implementation software to HPS for quality assurance testing at least thirty (30) days prior to the terminal, hardware or software's first use at a Location; provided however, both parties acknowledge that the quality assurance test may take less than thirty (30) days, and HPS will use commercially reasonable efforts to accomplish

the testing as soon as practicable. Quality assurance testing is applicable to each implementation software release for each terminal type and equipment type. If Merchant changes the method used to communicate with HPS' System from one form of technology to another, e.g., dial to frame relay, once any necessary quality assurance testing has been completed, Customer will arrange for, with the assistance of HPS, if necessary, the Terminals to be connected to HPS and then tested to ensure that the new method of communication works properly, which test will be conducted in accordance with Merchant's and HPS' procedures and paid by each party, respectively. Once the new technology has been tested and approved, it will not be necessary for each Location that adopts the new technology to perform the testing referred to in this paragraph.

4.44 Merchant agrees that it will not introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.

4.45 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.

4.46 Special pricing through Agreement between HPS and a Merchant association shall apply to Merchant members in good standing of such Merchant association; any special pricing may be discontinued without notice.

5. Debit Card Processing

5.1 Merchant understands and agrees that HPS and Carrollton Bank or any other bank to which this Agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit Card Transactions pursuant to the terms herein.

5.2 Until and unless otherwise authorized by HPS, Merchant agrees to utilize compliant and compatible terminals/pin-pads or systems capable of processing all ACH debit Card Transactions as well as on-Debit Card Transactions at its locations. All HPS applications software residing on these terminals or systems is the sole property of HPS. Any software residing in Merchant owned terminals or systems must be HPS compatible. Merchant's placement of the terminals or system at its merchant locations shall constitute acceptance of all terms and conditions set forth in this section. Merchant understands and agrees that HPS has no responsibility whatsoever for inoperative terminals or systems (or software if applicable). In the case of an inoperative terminal or system, Merchant shall consult Merchant's warranty or terminal maintenance Agreement as applicable. Merchant also acknowledges that all terminals/pinpads or systems capable of processing all debit Card Transactions at its locations must remain compliant with the data security requirements of Section 3 of this Agreement.

5.3 Merchant shall utilize HPS compatible terminal/pin-pad or system to process all debit Card Transactions and to abide by all applicable Rules and regulations of the applicable debit Card on-line network selected by HPS. HPS has no responsibility or liability for any of the debit card Transactions.

5.4 Merchant agrees to indemnify and hold HPS harmless from any and all claims, actions, proceeding and other liability, which may arise pertaining to such debit transactions.

5.5 IN NO EVENT SHALL HPS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. MERCHANT AGREES TO REIMBURSE HPS FOR ALL COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES INCURRED AS A RESULT OF ANY SUCH ACTION, PROCEEDING OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.6 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.

5.7 Merchant assumes all responsibility for retention of paper copies of debit Card Transactions, pursuant to the appropriate debit card network Rules.

5.8 Within one (1) business day of the original Transaction, Merchant must balance each location to the system for each business day that each location is open. If Merchant determines that any Transaction(s) have been processed in error, Merchant will initiate the appropriate Transaction for adjustment. Merchant is responsible for all applicable adjustment fees assessed by the Debit Network Rules.

5.9 Merchant shall be responsible for all telephone message unit costs, if any, as they are incurred by Merchant for any of the services provided.

5.10 HPS will provide installation, training, service and support for all purchased and rented equipment provided by HPS. Equipment purchased and provided by a third-party vendor should be supported and maintained by the vendor.

5.11 Merchant shall be responsible for the following debit related fees:

- (a) HPS Debit Fee (does not include Debit Network Fee);
- (b) Debit Network Set-up Fee;
- (c) Service & Regulatory Mandate Fee.

Any or all of the above referenced fees are subject to change at anytime and from time-to-time upon fifteen (15) days prior written notice by HPS.

5.12 Debit Transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

5.13 Non-Request for PIN Disclosure Procedures
Merchant agrees to ensure that no employee or agent requests a Cardholder to divulge their PIN number.

5.14 Prevention of PIN Entry Observation
Merchant agrees to reasonably prevent others from observing the entered PIN number. Some prevention examples could be, but not limited to:
(a) Placement of security cameras in relation to PIN Entry Device (PED).
(b) PED shielding
(c) PED placement on POS counter

6. Fees

6.1 This Agreement creates a contract for the extension of financial accommodations to Merchant within the meaning of Section 365 of the Bankruptcy Code. As consideration for the services to be provided by HPS, Merchant shall pay HPS various fees in the manner and pursuant to the Schedule of Fees set forth herein and in the Application.

6.2 HPS from time to time may amend the Schedule of Fees and the charges set forth in such amended Schedule shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement. As certain pricing to Merchant is based upon annual volume, average ticket and method of doing business stated in the Application, HPS may adjust Merchant's Discount and/or Transaction fees without prior written notice in the event actual volume and/or average ticket are not as stated or if in the sole opinion of HPS, Merchant has significantly altered its stated method of doing business.

6.3 Merchant shall pay fees charged to Merchant by third parties for telephone equipment, the preparation of the site(s) prior to installation of electronic data capture terminals and/or peripheral equipment, installation, maintenance, line charges, and utility costs. In addition, Merchant shall be liable for any increase in long-distance communication costs, internet access, gateway costs, IP, SSL, DSL, lease, frame, and processing charges from third-party vendors that may be reflected in an increase in the Discount rate or fee schedule upon fifteen (15) days, prior written notice to Merchant.

6.4 Merchant shall pay all applicable sales taxes for services and Products provided by HPS.

6.5 Merchant shall pay:
(a) the adjusted fees provided in the then current Schedule of Fees in the event of any of the following:
(i) any Transaction that is a Card-Not-Present Transaction or is deposited more than one (1) business day following the Transaction date;
(ii) "Non-Qualifying Transactions" for any Transaction that is not Authorized or is deposited more than two (2) business days following the Transaction date;

(iii) Any non-qualifying fees for any Transaction where a Card is presented and qualifies at higher interchange fees than the qualification that is marked on the application. This may include Corporate, Business, Purchasing and signature Cards and any other Cards issued by the Card Schemes.

(iv) Any non-qualifying fees for any Transaction where a Card Scheme Card is presented and qualifies at higher interchange fees than is marked on the application due to Merchant-owned, third party supplied or maintained POS System.

(b) an amount equal to any increase in interchange rates from the Card Schemes effective upon fifteen (15) days written notice to Merchant;

(c) Voice Authorization fee \$0.65 per Transaction or HPS' then current rate for Voice Authorizations.

6.6 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the application or as may be requested by applicable law or changes in Card Scheme rules.

7. Rights, Duties and Responsibilities of HPS

7.1 HPS is the only entity approved to extend acceptance of Card Scheme Products directly to the Merchant.

(a) HPS is the principal (signer) to the Merchant Agreement.

(b) HPS is responsible for educating the Merchant on pertinent Card Scheme Operating Regulations with which Merchants must comply.

(c) HPS is responsible for and will settle funds with the Merchant.

(d) HPS is responsible for all funds held in reserve that are derived from settlement.

7.2 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, Discounts, fees or adjustments determined daily, weekly or monthly. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay. Circumstances in which acceptance may be refused, delayed or revoked include, but are not limited to the following:

(a) the sale giving rise to such Sales Draft was not made in compliance with all of the terms and conditions of this Agreement including the Rules as well as applicable laws and regulations of any governmental authority; or

- (b) the Cardholder disputes his or her liability for any of the following reasons:
 - (i) the Products covered by such Sales Draft were returned, rejected or defective in some respect or Merchant failed to perform any obligation on its part in connection with such Products, and Merchant has refused to issue a Credit Voucher in the proper amount;
 - (ii) the signature on the Sales Draft was not that of an authorized user; or
 - (iii) the Cardholder claims that he/she did not authorize the Transaction.
- (c) misrepresentation of or material variation in annual bankcard volume, average ticket amount, or nature of Merchant's business from that stated in the Application;
- (d) Merchant fraud or reasonable grounds for belief that fraud may have occurred;
- (e) unauthorized Transactions;
- (f) excessive Retrieval requests; or
- (g) excessive Chargebacks.

7.3 HPS will accept all customer service calls and other communications from Merchant relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, Account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to merchant unless presented within forty-five (45) days of statement date.

7.4 HPS will process all request for Sales Drafts from Card Issuers and all Chargebacks and will provide Merchant with prompt notice of requests and Chargebacks.

7.5 HPS will provide terminals, printers and peripheral equipment at Merchant's request and expense. HPS will obtain repair and replacements on purchased and rented equipment. Merchant shall be liable for all non-warranty repairs, shipping and handling costs.

7.6 HPS may provide online data management information concerning Merchant to Sponsor Banks, Card Schemes, GSBN, etc. This information includes but is not limited to Merchant detail, deposits, ACH, batches, equipment, Chargebacks, retrievals, online statements and monthly affiliate reports.

7.7 HPS will provide Merchant with all necessary supplies to complete and document Transactions at Merchant's request and expense as set forth in HPS product price list in effect at the time of such request.

7.8 From time to time HPS may make available to Merchant Products or services provided by independent third-party providers. Any agreement relating to the provision of such Products or services shall be solely between the provider and Merchant. Under no circumstance shall HPS have any liability arising out of or related to the performance or nonperformance of any product or service to be provided by any such third-party provider.

7.9 HPS reserves the right, without notification, to change or modify all or part of the network configuration used to provide the services. Selection of equipment, hardware, etc., to be used by HPS or HPS' System shall be left solely to HPS' discretion. HPS shall not change its terminal protocol or HPS compatibility requirements without prior notice to Merchant.

8. Reserve and Payment Obligations

8.1 Merchant authorizes HPS to establish a non-interest bearing Reserve Account (as defined in this Agreement) pursuant to the terms and conditions set forth herein. The amount of such Reserve Account shall be set and may be revised by HPS in their sole discretion at any time, based upon Merchant's processing history and the anticipated risk of loss to HPS.

8.2 In instances of fraud, an Event of Default (as defined in this Agreement), or suspected or known financial loss to HPS, Reserve Account funding may be immediate; otherwise the Merchant shall be notified within three business days of funding the Reserve. HPS may require that such Reserve Account be funded by all or any combination of the following:

- (i) debits to Merchant's Account or any other Accounts owned by Merchant;
- (ii) deductions or offsets to any payments otherwise due to Merchant;
- (iii) Merchant's delivery of a letter of credit; or
- (iv) Merchant's pledge to HPS of a freely transferable negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to HPS. In the event of termination of this Agreement by either Merchant or HPS, an immediate Reserve Account, if not already established, will be established by HPS, and the Reserve Account will be held by HPS for six-months after termination of this Agreement or for such longer time as HPS may in its discretion deem necessary based upon Merchant's liability to HPS arising prior to or after termination of this Agreement, and HPS may deposit into and retain in the Reserve Account any and all amounts otherwise payable to Merchant. Merchant's funds held in a Reserve Account may be held in a commingled Reserve Account for the reserve funds of HPS's Merchants, without involvement by an independent escrow agent. Merchant agrees that it shall have no right, title or interest in or to the commingled Account. However, Merchant shall have an unsecured contractual claim against HPS with respect to any amount due to Merchant after the expiration of the period described herein. Alternatively in the sole discretion of HPS, HPS may place the funds in a Reserve Account in Merchant's name, and such funds shall be payable to Merchant therefrom only as provided in this Agreement. Any amount remaining in the reserve Account when HPS determines that the Reserve Account may be closed shall be released to Merchant.

- 8.3** To secure the Merchant's obligations to HPS under this Agreement and any other Agreement for the provision of related equipment or related services ("Obligations"), Merchant grants to HPS a lien and security interest in and to any of Merchant's funds now or hereafter in the possession of HPS, whether now or hereafter due or to become due to Merchant from HPS. HPS are hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on Account of Merchant's obligations under this Agreement, whether such Obligations are liquidated, un-liquidated, fixed, contingent, matured or unmatured. Merchant agrees to duly execute and deliver to HPS such instruments and documents as HPS may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and appropriation set forth in this Agreement.
- 8.4** HPS may withdraw funds from the Reserve Account at any time without notice to Merchant in the amount of any obligation or liability of Merchant to HPS hereunder, arising prior to or after termination. If Merchant's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from Merchant, or if the funds in the Reserve Account have been released, Merchant agrees to promptly pay HPS the amount of such deficiency upon request.

9. Limitation of Liability: Indemnification: Due Care

- 9.1** Merchant shall indemnify and hold harmless HPS from all claims, liability, loss and damage, including reasonable attorney's fees and costs, whether direct or indirect, arising out of any breach by Merchant of the terms of this Agreement, or arising from any act, omission or failure, or for the breach of any representation or warranty by Merchant pursuant to the terms of this Agreement and the Card Schemes Rules and operating regulations and violations of any federal or state law, rule or regulation.
- 9.2** Merchant shall indemnify and hold harmless HPS from and against all liability, loss and damage, including reasonable attorney's fees and costs, arising out of a claim of any third party arising out of any Agreement to permit Merchant to access other financial services through point-of-sale terminals provided by HPS, or arising out of actions, omissions, or any other cause or fault of Merchant.
- 9.3** HPS shall have no liability for any negligent design or manufacture of any point-of-sale terminal, printer or other equipment provided by HPS and makes no warranty of any kind with respect thereto.
- 9.4** HPS shall have no liability for increased fees or other charges resulting from Merchant's use of terminals or other software not provided and installed by HPS.
- 9.5** Except as provided in section 9.6 hereof, HPS's sole liability to Merchant hereunder shall be to

correct to the extent reasonably practical errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.

- 9.6** No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Discount fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.
- 9.7** IN NO EVENT SHALL HPS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. MERCHANT AGREES TO REIMBURSE HPS FOR ALL COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES INCURRED AS A RESULT OF ANY SUCH ACTION, PROCEEDING OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses hereunder are commercial in nature.
- 9.8** HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
- 9.9** HPS shall have no liability to Merchant arising under or in connection with this Agreement or any action taken or omitted in connection herewith except as otherwise specifically provided herein.
- 9.10** HPS shall not be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which HPS has no control.

10. Display of Materials: Trademarks

- 10.1** Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark

or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Schemes operating regulations and shall be limited to informing to the public that Card(s) will be accepted at Merchant's place(s) of business.

- 10.2** Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's Products or services.
- 10.3** Merchant may use promotional materials and marks subject to the approval HPS.

11. Term: Termination

- 11.1** This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of thirty-six (36) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving sixty (60) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.
- 11.2** If any of the following events shall occur (each an "Event of Default"):
- (i) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement, including, but not limited to, the establishment of or maintenance of funds in a Reserve Account in accordance with the provision of Section 8.1 and 8.2; or
 - (ii) Any noncompliance with the Rules or the operating regulations of a Card Scheme or a reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
 - (iii) Material adverse change in the business, financial condition, business procedure, prospects, Products or services of Merchant; or
 - (iv) any information contained in the Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
 - (v) any assignment or transfer of voting control of Merchant or its parent; or
 - (vi) a sale of all or a substantial portion of Merchant's assets; or
 - (vii) irregular Card sales or credits by Merchant, Card sales substantially greater than the annual volume or average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
 - (viii) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted

- Transaction(s); or
- (ix) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
- (x) Merchant engages in any Outbound Telemarketing Transactions; or
- (xi) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Schemes security reporting; then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant.

- 11.3** In the event of termination, regardless of cause, Merchant agrees that all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment Transactions of Merchant in the process of being collected and deposited.
- 11.4** Merchant agrees upon early termination of this Agreement to pay HPS the amount of Merchants average monthly Discount multiplied by the months remaining in this Agreement or any renewal thereof, including but not limited to all normal and customary processing fees and revenues, less the estimated costs and expenses of HPS relating to the Agreement for the remaining term. The maximum amount of the early termination fee will be \$295.00 or as required by law. No early termination fee will be charged in the event that Merchant terminates during the first thirty (30) days of the term.
- 11.5** Neither the expiration or termination of this Agreement shall terminate the obligations nor rights of the parties pursuant to provisions of the Agreement, which by their terms are intended to survive or be perpetual or irrevocable.
- 11.6** If any Event of Default shall have occurred and be continuing, HPS may, in their sole discretion, exercise all of their rights and remedies under applicable law, including, without limitation, those provided in this Agreement.
- 11.7** The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.
- 11.8** After termination of this Agreement for any reason, Merchant shall remain liable for all Chargebacks, fees, credits and adjustments resulting from Card Transactions processed pursuant to this Agreement and all other amounts then due or that thereafter may become due to HPS under this Agreement.

12. Terminated Merchant File

- 12.1** If Merchant is terminated for any of the reasons specified as cause by a Card Scheme, including but not limited to fraud, counterfeit, duplicate or unauthorized Transactions, excessive Chargebacks or suspect activity, HPS may report Merchant's business name and the names and other identification of its principals to the Terminated Merchant File. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting. Merchant shall indemnify and hold harmless HPS against any loss, damage or expense, including reasonable attorneys' fees, arising from any claim against HPS by any other party that results from a claim by Merchant against such other party as a result of such reporting

13. Additional Locations & Services

- 13.1** Merchant from time to time may wish to utilize services provided by HPS under this Agreement at its other business locations ("Additional Locations"). Merchant may apply to add such Additional Locations provided that such locations conduct the same type of business and sell the same type of Products and services. Any other business locations submitted for processing services under this Agreement shall be subject to approval by HPS, and Merchant shall submit a new Application for any such location(s).
- 13.2** Merchant also desires to have the ability to easily access additional systems and services ("Additional Services") from HPS beyond those originally requested in the Application. In order to expedite the establishment of Additional Services, Merchant hereby authorizes HPS to take whatever measures necessary to promptly establish any Additional Service that Merchant might request in writing from time to time and to execute necessary authorization(s) on its behalf on the warranty hereby given that Merchant's signature on the Agreement shall be valid for all Additional Services. Delivery of any requested Additional Services shall be deemed to have occurred upon Merchant's first use of any such Additional Services. Merchant acknowledges that all Additional Services shall be governed by this Agreement and the Rules.
- 13.3** **Supplies Provided:** Supplies (sales or Credit Vouchers, printer ribbons and/or printer paper, etc.) will be provided to the Merchant at a cost per Transaction designated on the Merchant Application or as subsequently adjusted by HPS. Supplies ordered under the "Transactions Included" program or "Free Supplies" program that are above and beyond the normal usage of Transactions processed can be billed accordingly with the variance not to exceed 5%. Supply orders are shipped via ground and any additional shipping fees such as overnight, second day, third day and Saturday delivery will be charged to the Merchant. HPS will collect all charges for supplies and shipping via ACH.

14. Notices

- 14.1** All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
1 (888) 963-3600

Bank Sponsors

Issues Regarding Credit Cards

Heartland Bank

Attn: Card Services
212 S. Central
Clayton, MO 63105
(314) 512-8500

Key Bank

Payments Products Management
127 Public Square
OH-01-27-0306
Cleveland, OH 44114-1306
(216) 813-8448 phone

The Bancorp Bank

409 Silverside Road, Suite 105
Wilmington, DE 19809
Ph #: 1 (302) 385-5000

Issues Regarding Debit Cards

Carrollton Bank

1689 Sulphur Spring Road
Suite 102
Baltimore, MD 21227

15. Additional Terms

- 15.1** **Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.
- 15.2** **Personal Guarantees & Guarantor(s):** Any individual(s) by execution of the application as guarantor, hereby unconditionally and irrevocably guarantees to HPS the full and faithful performance or payment by Merchant of each and all of its duties and obligations herein set forth, including payment of all sums due and owing and any attorney's fees and cost associated with the enforcement of terms hereof, whether prior or subsequent to termination or expiration of this Agreement. HPS shall not be required to proceed against Merchant or enforce any other remedy before proceeding against the guarantor(s). This is a continuing guaranty and shall not be discharged or affected by the death of the guarantor(s). It shall bind the heirs, administrators, representatives and assigns or the guarantor(s) and may be enforced by or for the benefit of any successor of HPS.

15.3 Entire Agreement: This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.

15.4 Amendments: Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing by an officer of HPS.

15.5 No Waiver of Rights: Any failure of HPS to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

15.6 Section Headings: All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

15.7 Assignability: Merchant may not assign this Agreement directly or by operation of law, without the prior written consent of HPS. HPS may assign this Agreement without Merchant's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment by Merchant without the prior written consent of HPS shall be void.

15.8 Damages: In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the prevailing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts and reasonable attorney's fees.

15.9 Relationship of the Parties: Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.

15.10 Severability: If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the Rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and nonviolating substituted provisions that will serve the intent of the parties.

15.11 Privacy Policy: HPS takes privacy and information security very seriously and HPS assures all Merchant's that we take all reasonable steps to protect the confidential information of our Merchants. All financial and personal information about Merchant's and their vendors and suppliers, is considered confidential data. Confidential information includes but is not limited to the following:

- (i) Customer's name, address and telephone number;
- (ii) Customer's social security number, driver's

- license number, etc;
- (iii) Customer's deposit or ACH account numbers, balances, Transactions, etc.;
- (iv) Personal financial information;
- (v) Information regarding any other services used by our customer's. This information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this Agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or Merchant associations in the event of a default by Merchant in any obligation under this agreement.

15.12 Governing Law: This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to legal principles related to conflict of laws.

15.13 Jurisdiction & Venue: Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the Superior Court of the State of New Jersey in the County of Mercer, New Jersey, or the United States District Court for the district of New Jersey and Merchant hereby agrees and consents to the personal and exclusive jurisdiction of said courts over it as to all such actions, and Merchant further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.

15.14 No Third-Party Beneficiary: Under no circumstance, shall any third party be considered a third-party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

15.15 Changes: HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its Merchant website located at www.HeartlandMerchantCenter.com.

15.16 Public Statements: Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.



Equipment

PURCHASE, RENTAL & CUSTOMER OWNED EQUIPMENT AGREEMENT

I. Equipment Options:

Equipment means the terminals, printers, readers, and accessories hardware necessary to operate Merchant's chosen Heartland Payment Systems, Inc. (HPS) solution. Merchant may choose to provide its own Equipment, to purchase equipment from or through HPS, to rent equipment or any combination of these options. This agreement provides the rules for any of these options, with the terms of Section II applying to all options. This Agreement is part of and shall be governed by the terms and conditions of the Merchant Processing Agreement and is incorporated therein by reference.

- (a) **Providing Your Own Equipment:** Merchant may choose to purchase or lease Equipment from parties other than HPS. In such case, HPS makes no promise that Equipment acquired through third parties ("Third-Party Equipment") will work correctly with and for HPS Software, Services and Equipment. Except as specifically stated in this Agreement, HPS will not be responsible for any failure, speed or adequacy of Third-Party Equipment, for performance of HPS Software or Services on Third-Party Equipment or for repair or replacement of any Third-Party Equipment except as specifically stated in this Agreement. HPS may elect to support certain Third-Party Equipment in its sole discretion, and if it so elects HPS will replace and repair Merchant's Third-Party Equipment should the equipment become inoperative, in which event Merchant will receive replacement equipment and the repaired Third-Party Equipment will be placed in HPS inventory. Merchant will be billed for all replacements and repairs of Merchant's Third-Party Equipment. Returned Merchant Third-Party Equipment that cannot be repaired will be replaced and billed as a new purchase. HPS does not provide repair or replacement service for Third-Party Equipment provided by third party Point of Sale (POS) System providers.
- (b) **Purchasing Equipment from HPS:** Merchant may choose to buy some or all of the necessary Equipment from or through HPS. Such purchases must be properly noted on the Merchant Order and Receipt Form. Unless otherwise specifically described in the documentation provided with the Equipment, HPS provides a one year warranty beginning on the date of shipment on all HPS manufactured Equipment (including its internal software) that such Equipment shall be free from faulty workmanship and defects in materials ("HPS Hardware Warranty"). Equipment sold to Merchant by or through HPS will be replaced at no cost to the Merchant during the applicable warranty period. After such warranty period, HPS will replace such Equipment and repair damaged Equipment at Merchant's expense. If Equipment is damaged by the negligence or the willful acts or omissions of Merchant, its employees, agents or customers during

the applicable warranty period, Merchant will be charged for Equipment repairs or replacements. If Equipment purchased from HPS is returned within sixty (60) days of purchase HPS will pro-rate the purchase price of the Equipment and refund the difference less a restocking fee of \$100 for new Equipment and \$50 for used repair/replacements. HPS will not accept returned Equipment after 60 days of purchase.

- (c) **Renting Equipment from HPS:** Merchant may choose to rent Equipment from HPS. Merchant is liable for all rental payments due hereunder. Rental privileges shall last as long as Merchant continues to remit timely rental payments and complies with its Agreements with HPS. Rented Equipment is the personal property of HPS and will not be deemed for any purpose to be fixtures. HPS shall have the right to affix or attach to all rented Equipment a tag or label indicating its ownership of, or interest in, said Equipment. Merchant will not remove, or permit the removal of, any such tag or label. Merchant will not sell, lease, encumber, or otherwise dispose of any interest in any rented Equipment and will keep it free of all liens, claims or encumbrances whatsoever. Rental Equipment is the sole property of HPS and will be replaced at no expense to Merchant if the Equipment becomes inoperable through no fault of Merchant, its employees, agents or customers. However, if the repair of rental Equipment is due to damage caused by the negligence or the willful acts or omissions of Merchants, its employees, agents or customers Merchant will be charged for the repairs. Merchant will not be liable for ordinary wear and tear of Equipment. However, Merchant will be liable in the event the Equipment is lost, destroyed, or made inoperative as a result of the negligence or the willful acts or omissions of Merchant, its employees, agents or customers. Merchant will indemnify HPS against any loss or destruction of any Equipment for any cause whatsoever, excepting the negligence of HPS. The Equipment deposit is refundable subject to the condition of the returned Equipment. Upon Merchant's written request HPS will return the rental deposit upon the return of Equipment with no more than ordinary wear and tear. HPS shall not be obligated to refund Merchant's rental deposit unless written request for such refund is made by the Merchant within forty-five (45) days following termination of the Agreement. Merchant shall pay the monthly rental price indicated on the Merchant Order and Receipt Form. Rental fees will be collected monthly via an automatic ACH debit to Merchant's Account and will be billed monthly including the last month in which Merchant processes Transactions. All HPS owned Equipment must be returned to HPS at the expense of the Merchant, and rental billing will continue until Equipment is received by HPS. Should Merchant discontinue processing bankcard

Transactions with HPS prior to the expiration of the term of the Processing Agreement it shall pay to HPS an Equipment Agreement cancellation fee of \$100.00. If rented Equipment malfunctions and HPS issues a replacement for said Equipment, Merchant shall, within ten (10) days of receipt of the replacement equipment, ship the malfunctioning Equipment to HPS at Merchant's expense. If Merchant fails to so return the malfunctioning Equipment to HPS, Merchant shall be liable for the full replacement value of said Equipment and for any legal cost incurred by HPS in connection with recovery of the malfunctioning Equipment. Merchant's DDA Account will be debited for all amounts due HPS for unreturned Equipment.

II. Universal Terms:

- (a) **Installation and Training:** HPS will program terminal(s) for Authorization and appropriate draft capture. HPS will ship the Equipment at Merchant's expense to Merchant's designated business location ("Location") as set forth in the Merchant Application and Processing Agreement. HPS will provide Merchant with a reasonable number of Quick Reference Guides and/or User Guides, as applicable, to help Merchant install the Equipment. HPS may amend the Quick Reference Guides and/or User Guides as applicable to the terminal functionality. Merchant agrees to comply with all applicable instructions as set forth in the Quick Reference Guides and/or User Guides when installing Equipment at the Location. HPS shall provide additional training as HPS may deem necessary or appropriate. When additional training is deemed to be necessary by HPS, Merchant will cooperate with HPS in scheduling its employees for training at mutually convenient times and in making its employees available at the time scheduled. Promptly after the completion of such training at any Location or immediately upon receipt of the Quick Reference Guides and/or User Guides when training is not deemed necessary by HPS, HPS shall commence providing the Services through the Equipment installed and connected at such Location, subject to the further terms and conditions of this Equipment Agreement. The obligations of HPS under this Section II.A shall not apply to Third-Party Equipment except for Third-Party Equipment which HPS in its sole discretion elects to support,
- (b) **Software:** All HPS created software is licensed (not sold) to Merchant on a non-exclusive basis to use such software on the appropriate Equipment for Merchant's internal purposes only in conjunction with HPS Services. HPS created software is the sole and exclusive property of HPS, including all applicable rights to patents, copyrights, trademarks and trade secrets and shall be held in confidence by Merchant. Merchant will not remove any HPS designation mark from any supplied material. Merchant agrees not to disassemble, decompile, reverse engineer or otherwise reduce the software to perceptible form. Merchant may not rent, lease, sub-license or transfer the software. Merchant may not use HPS software for any purpose or in any

manner outside this license. HPS warrants that software created by HPS shall perform substantially in the manner set forth in the applicable Quick Reference Guide and/or User Guide ("HPS Software Warranty"). Third-party software is licensed or sub-licensed to Merchant under the terms, including without limitation the warranty terms, of the manufacturer's license and of this Agreement. Software licensed on a subscription basis is warranted during the period the subscription is in full force and effect. Software licensed on a standalone basis that is not part of Equipment acquired from HPS and for which a different warranty period is not expressly provided for in the documentation accompanying such software is warranted for ninety (90) days beginning on the date of shipment or download. HPS does not offer refunds on HPS created software or software licensed or sublicensed by HPS on behalf of a third party. Should HPS determine during the applicable warranty period that the software created by HPS does not operate as warranted, HPS will, at its option, replace or repair the software. In the case of third-party software, the determination whether to replace or repair shall be made by the applicable third-party software licensor. Please contact your Relationship Manager if issues arise relating to the installation of any software licensed or sublicensed to Merchant by or through HPS. U.S. GOVERNMENT RESTRICTED RIGHTS. The software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.22719, as applicable. The manufacturer of HPS software is Heartland Payment Systems, Inc., 90 Nassau Street, Princeton, New Jersey 08542. EXPORT RESTRICTIONS. Merchant acknowledges that the software acquired hereunder may include technical data subject to U.S. export control laws and regulations. Merchant confirms that it will not export or re-export the software, directly or indirectly, either to

- (i) any countries that are subject to U.S. export restrictions,
 - (ii) any end user who Merchant knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or
 - (iii) any end user who has been prohibited from participating in the U.S.A. export Transactions by any federal agency of the U.S.A. government.
- (c) **Warranty and Support:** HPS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY STATED HEREIN. HPS SPECIFICALLY DISCLAIMS WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE

WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OF ANY EQUIPMENT, SOFTWARE OR SERVICE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO ANY EQUIPMENT, SOFTWARE OR SERVICE. HPS DOES NOT WARRANT THAT THE EQUIPMENT, SERVICE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND EXCEPT AS OTHERWISE PROVIDED IN THE EXPRESS WARRANTIES MADE BY HPS IN THIS EQUIPMENT AGREEMENT THE EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS". HPS SHALL HAVE NO LIABILITY TO MERCHANT FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, OR DAMAGES FOR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE BY MERCHANT OF ANY EQUIPMENT OR SERVICE. HPS' sole obligation with respect to a warranty claim received by HPS during the applicable warranty period shall be to replace any malfunctioning Equipment or HPS software under warranty, provided however, that Merchant has first utilized HPS' telephone assistance services and such assistance has not resolved the Equipment or Software problem. Equipment returned to HPS as a Repair / Replacement must be in repairable order. Product warranties are not available for used PinPads or PinPad swaps. In addition any PinPad swap must be of like equipment. HPS will provide, or cause to be provided, telephone assistance in response to telephone inquiries, twenty-four (24) hours a day, seven (7) days a week, including holidays. These hours may be changed at any time, at HPS' sole discretion. Authorization Services typically will be available through installed or connected terminal(s) continuously twenty-four (24) hours a day, seven (7) days a week, except that Services may be interrupted for usually no more than thirty (30) minutes in the aggregate between the hours of 12 midnight and 8 a.m. (CST) for the purpose of system maintenance. Provision of the Services may also be interrupted for reasons beyond the control of HPS or any independent contractor utilized by HPS in providing Services. Any extended warranty programs which may be offered by HPS with respect to Equipment or software, if any, shall be governed by the terms and conditions applicable to such extended warranty programs.

- (d) **Third-Party Payment Services:** Use of third-party payment services is subject to the terms and conditions imposed by the third-party service providers sponsoring or otherwise supporting such services ("Third Party Services Terms and

Conditions"). Merchant agrees to comply with all applicable Third Party Services Terms and Conditions and should refer to the website of the applicable service provider and other documents provided by such service provider from time to time for the current terms and conditions. Any breach by Merchant of any Third Party Services Terms and Conditions in connection with any Transaction or other matter that is subject to the terms and conditions of the Merchant Processing Agreement may be deemed by HPS to be a breach of this Agreement and the Merchant Processing Agreement and Merchant agrees that the indemnification provisions under Section 9 of the Merchant Processing Agreement shall apply to any such breach of the Third Party Services Terms and Conditions and/or the Merchant Processing Agreement.

**Heartland Payment Systems:
The Highest Standards. The Most Trusted Transactions.**

Heartland provides a full suite of payments solutions, including:

- Card Processing
- Payroll Services
- Check Management
- Online Payments
- Heartland's Give Something Back NetworkSM & OneCardTM
- MicroPayments
- Restaurant Management Systems & Lending
- Equipment



You have 3 fields to sign.

APPLICATION

**Heartland**
PAYMENT SYSTEMS**John Weigand**
RM
(847) 343-6536

atlas Token: 1295113



COMPANY INFORMATION

Village of Glen Ellyn P: (630) 469-5000
535 Duane St
Glen Ellyn, IL 60137

Primary: Mark Franz

P: (708) 250-7490

HIC Admin: Mark Franz
E: mfranz@glenellyn.org**Legal:**Village of Glen Ellyn
535 Duane St
Glen Ellyn, IL 60137

CREDIT CARD PRICING

\$1,080,000.00

Annual Volume

\$123.51

Avg Ticket

\$0.00

High Ticket

Exchange

Network

Interchange Plus

Interchange Calculation

Monthly 2 bps

Settlement Type

Type:	Discount Rate:	Discount Per Item:	Trans Fee Dial:	Trans Fee IP:
Visa	0.100%	-	\$0.0500	\$0.0500
Mastercard	0.100%	-	\$0.0500	\$0.0500
Discover/JCB	0.100%	-	\$0.0500	\$0.0500
Amex - AXP	0.200%	-	\$0.050	\$0.050

High Ticket Frequency: N/A**Additional AMEX Details:**Amex Annual Volume: \$144,000.00
Amex Average Ticket: \$250.58
Opt Out of Marketing Material: No
ARC/IATA #: N/AAmex Program: AXP
Amex Merchant Number: N/A

Recurring Fee:	Fee:	Frequency:
Minimum Discount Fee:	\$20.00	Monthly
Service/Mandate Fee:	\$25.00	Monthly
Annual Fee:	\$0.00	Annually
Chargeback Fee:	\$25.00	Per Occurrence
Voice Authorization Fee:	\$0.65	Per Occurrence
Application Processing Fee:	\$0.00	One-Time

↓ Sign Below ↓

You have 3 fields to sign.



MERCHANT DETAILS

Business Type:	Private	New/Existing Business:	Switching to Heartland
Ownership Type:	Government	Length in Business:	> 15 years
Tax ID:	36-6005897	Number of Terminals:	4
Services:	Government Offices-City, Village & Twp	Deposit Method:	Standard
Card Acceptance:	All Cards Accepted	Dispute Letter Mailing:	DBA
Statement Type / Mailing:	Standard / DBA	Dispute Letter Electronic:	Email
Language Preference:	English		
Home Based Business:	No		
Data Compromise/PCI Investigation:	No		
Third Party Lender Contract:	No		
Data Storage Entity / Cardholder Data Access:	No		
Provides Card Data Services For Companies:	No		
Payment Facilitator / Service Provider:	No		
Filed for Bankruptcy:	No		
Site Inspected:	Yes		
Business Signage Present:	Yes		
Inventory Sufficient to Support Business:	Yes		
Use Fulfillment House:	No		
PCI Compliant:	Yes		



PROCESSING DETAILS

Processing Method:	B2B:	Other:
Card Swiped: 100%	Consumer: 70%	Signature Obtained: All Face to Face Sales
Sales Method:	B2B: 30%	Consumer Charged: At Time of Purchase
Face to Face: 100%	Future Delivery Volume: 0%	Credit Card via Website: No



OWNER / OFFICERS / CONTACTS

Name:	Address:	Contact:	Information:
Mark Franz	646 Pleasant Ave	Home: (630) 534-8999	DOB: 1/6/1973
C-level Executive		Cell: (708) 250-7490	SSN: ***-**-0844
0% Ownership	Glen Ellyn, IL 60137		DL#: *****3006
mfranz@glenellyn.org			Length at address: 1-3 years
Authorized to purchase: Yes			

↓ Sign Below ↓

Attachment: Hearthland Agreement Civic Center

F.5.b

You have 3 fields to sign.



BANKING INFORMATION

Name:	Address: Phone:	Product: Transfer Method:	Routing #:	Account #: Type:
WHEATON BANK & TRUST	Wheaton, IL 60187 630 690-1800	Card/Gift,PetroPay Both	071925389	*****3619 Checking

↓ Sign Below ↓

You have 3 fields to sign.

 AGREEMENT ACCEPTANCE

PERSONAL GUARANTEE: For value received, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

Sign Here

X

(1) Personal Guarantee Signature:

Date:

X

(2) Personal Guarantee Signature:

Date:

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION: Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to the business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms, Policies, Procedures, Rules and Requirements together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

TERMS & CONDITIONS ACKNOWLEDGEMENT: Merchant acknowledges that Heartland Payment Systems, Inc. ("Heartland") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at: <https://www.heartlandinfocentral.com>. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland.

DEBIT / CREDIT AUTHORIZATION: Merchant certifies that any starter check or verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Sign & View T&Cs Here

X

Owner/Officer/Authorized Signer/Managing Agent: Date:

Mark Franz - C-level Executive

X

Owner/Officer/Authorized Signer/Managing Agent: Date:

The Term of this Agreement is 36 Months

Note: Maximum \$295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

↓ Sign Below ↓

D I S C L O S U R E

You have 3 fields to sign.



Heartland

PAYMENT SYSTEMS

COMPANY INFORMATION

Village of Glen Ellyn
535 Duane St
Glen Ellyn, IL 60137

CONTACT

Mark Franz
(630) 534-8999

MERCHANT RESPONSIBILITIES

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargeback below thresholds.
- Review and understand the terms of the Merchant Processing Agreement.
- Comply with Visa Operating Regulations. For card acceptance rules go to www.visa.com.

MEMBER BANK RESPONSIBILITIES

- Be the only entity approved to extend acceptance of Visa products directly to a Merchant.
- Must be a principal (signer) to the Merchant Agreement.
- Be responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
- Be responsible for and must settle funds with the Merchant.
- Be responsible for all funds held in reserve that are derived from settlement.

Note: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the merchant have any problems.

MEMBER BANK INFORMATION

Barclay Bank

125 South West Street
Wilmington, DE 19801
Phone: (302) 622-8990

The Bancorp Bank

409 Silverside Road
Ste 105
Wilmington, DE 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A.

1200 Montego Way
Walnut Creek, CA 94598
Phone: (925) 746-4167

DEBIT BANK

Bay Bank, FSB

7151 Columbia
Gateway Drive Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship.

X

Sign Here

Owner / Officer / Authorized Signer:

Mark Franz
C-level Executive

Date:

Sign →

↓ Sign Below ↓

You have 3 fields to sign.

A P P L I C A T I O N



John Weigand
RM
(847) 343-6536

atlas Token: 1241735



COMPANY INFORMATION

Village Links Reserve 22 P: (630) 469-5550
485 Winchell Way
Glen Ellyn, IL 60137

Primary: Mark Franz P: (708) 250-7490
Secondary: Jeff Vesevick
HIC Admin: Jeff Vesevick
E: Jvesevick@villagelinksgolf.com

Legal:

Village of Glen Ellyn P: (630) 547-5200
535 Duane St
Glen Ellyn, IL 60137



CREDIT CARD PRICING

\$1,487,517.84	\$57.05	\$3,000.00	Exchange	Interchange Plus	Monthly 2 bps
Annual Volume	Avg Ticket	High Ticket	Network	Interchange Calculation	Settlement Type

Type:	Discount Rate:	Discount Per Item:	Trans Fee Dial:	Trans Fee IP:
Visa	0.100%	-	\$0.0500	\$0.0500
Mastercard	0.100%	-	\$0.0500	\$0.0500
Discover/JCB	0.100%	-	\$0.0500	\$0.0500
Amex - AXP	0.200%	-	\$0.050	\$0.050

High Ticket Frequency: 4-6 Annually

Additional AMEX Details:

Amex Annual Volume: \$192,794.16 Amex Program: AXP
Amex Average Ticket: \$61.56 Amex Merchant Number: N/A
Opt Out of Marketing Material: No
ARC/IATA #: N/A

Recurring Fee:	Fee:	Frequency:
Minimum Discount Fee:	\$20.00	Monthly
Service/Mandate Fee:	\$25.00	Monthly
Annual Fee:	\$0.00	Annually
Chargeback Fee:	\$25.00	Per Occurrence
Voice Authorization Fee:	\$0.65	Per Occurrence
Application Processing Fee:	\$0.00	One-Time

↓ Sign Below ↓

You have 3 fields to sign.



MERCHANT DETAILS

Business Type:	Private	New/Existing Business:	Switching to Heartland
Ownership Type:	Government	Length in Business:	> 15 years
Tax ID:	36-6005897	Number of Terminals:	1
Services:	Government Offices-City, Village & Twp	Deposit Method:	Standard
Card Acceptance:	All Cards Accepted	Dispute Letter Mailing:	DBA
Statement Type / Mailing:	Standard / DBA	Dispute Letter Electronic:	Email
Language Preference:	English		
Home Based Business:	No		
Data Compromise/PCI Investigation:	No		
Third Party Lender Contract:	No		
Data Storage Entity / Cardholder Data Access:	No		
Provides Card Data Services For Companies:	No		
Payment Facilitator / Service Provider:	No		
Filed for Bankruptcy:	No		
Site Inspected:	Yes		
Business Signage Present:	Yes		
Inventory Sufficient to Support Business:	Yes		
Use Fulfillment House:	No		
PCI Compliant:	Yes		



PROCESSING DETAILS

Processing Method:	B2B:	Other:	
Card Swiped: 97%	Consumer: 90%	Signature Obtained:	All Face to Face Sales
Keyed w/o Imprint: 3%	B2B: 10%	Consumer Charged:	At Time of Purchase
Sales Method:	Future Delivery Volume: 0%	Credit Card via Website:	No
Face to Face: 100%			



OWNER / OFFICERS / CONTACTS

Name:	Address:	Contact:	Information:
Mark Franz	646 Pleasant Ave	Home: (630) 534-8999	DOB: 1/6/1973
Officer		Cell: (708) 250-7490	SSN: ***-**-0844
0% Ownership	Glen Ellyn, IL 60137		DL#: *****3006
mfranz@glenellyn.org			Length at address: 1-3 years
Authorized to purchase: Yes			

↓ Sign Below ↓

Attachment: Heartland Agreement Reserve 22

F.5.c

You have 3 fields to sign.



BANKING INFORMATION

Name:	Address: Phone:	Product: Transfer Method:	Routing #:	Account #: Type:
WHEATON BANK & TRUST	Wheaton, IL 60187 630 690-1800	Card/Gift,PetroPay Both	071925389	*****3669 Checking

Page 3 of 4

Generated On 09/18/2015 3:4 P GMT-4

↓ Sign Below ↓

Packet Pg. 110

You have 3 fields to sign.

 AGREEMENT ACCEPTANCE

PERSONAL GUARANTEE: For value received, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

Sign Here

X _____ X _____
(1) Personal Guarantee Signature: Date: (2) Personal Guarantee Signature: Date:

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION: Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to the business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms, Policies, Procedures, Rules and Requirements together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

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Sign & View T&Cs Here

X _____ X _____
Owner/Officer/Authorized Signer/Managing Agent: Date: Owner/Officer/Authorized Signer/Managing Agent: Date:
Mark Franz - Officer

The Term of this Agreement is 36 Months

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↓ Sign Below ↓

D I S C L O S U R E You have 3 fields to sign.

**Heartland**
PAYMENT SYSTEMS

COMPANY INFORMATION

Village Links Reserve 22
485 Winchell Way
Glen Ellyn, IL 60137

CONTACT

Mark Franz
(630) 534-8999

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- Maintain fraud and chargeback below thresholds.
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125 South West Street
Wilmington, DE 19801
Phone: (302) 622-8990

The Bancorp Bank

409 Silverside Road
Ste 105
Wilmington, DE 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A.

1200 Montego Way
Walnut Creek, CA 94598
Phone: (925) 746-4167

DEBIT BANK

Bay Bank, FSB

7151 Columbia
Gateway Drive Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship.

X

Sign Here

Owner / Officer / Authorized Signer:

Mark Franz
Officer

Date:

Sign →

↓ Sign Below ↓



DOLLARS ON THE NET®

DOLLARS ON THE NET SERVICE AGREEMENT*(Agreement Type - CLIENT using SaaS POS/PMS Solution and SHIFT4 bills CLIENT).*

Prepared by: Michelle Brzycki

Prepared on Date: Friday, October 02, 2015

This DOLLARS ON THE NET Service Agreement ("**Agreement**") by and between Shift4 Corporation ("**SHIFT4**"), a Nevada Corporation, located at 1491 Center Crossing Road, Las Vegas, NV 89144, Phone 702-597-2480 Fax 702-597-2499, and:

Village of Glen Ellyn ("**CLIENT**")

DBA: Village Links Golf

485 Winchell Way

Glen Ellyn, IL 60137

(630) 469 - 8180

EFFECTIVE DATE

This Agreement becomes effective when signed by CLIENT and countersigned by SHIFT4 on the date below (the "**Effective Date**").

RECITALS

WHEREAS, SHIFT4 provides an online service, which is a Gateway between its CLIENT's Payment Applications and "financial institutions via its Credit Card Processor. SHIFT4 provides its online service for certain purposes, which include, but are not limited to, the authorization and settlement of credit, debit, private-label, check and gift card transactions ("**SHIFT4 Gateway Services**"). Shift4 also provides a SaaS Internet-based financial transaction accounting application for auditing, editing, reporting, archiving, and retrieving of transactions for the above payment methods ("**SaaS Services**"). Both the SHIFT4 Gateway Services and the SaaS Services are sold under the registered trademark DOLLARS ON THE NET®. For the purpose of this Agreement, ("**DOTN**") means both the SHIFT4 Gateway Services, its Licensed Software, i4Go, 4Word, 4Res, any accompanying Documentation and the SaaS Services, and has the designation of DOLLARS ON THE NET;

WHEREAS, CLIENT is desirous of using DOTN, to provide Gateway services and Third-Party Processor services through an interface Integration with CLIENT's Point of Sale System and/or CLIENT's Property Management System. Further, CLIENT is also desirous of utilizing the SaaS financial accounting functionality of DOTN;

WHEREAS, SHIFT4 wishes to make available to CLIENT SHIFT4's TrueTokenization;

WHEREAS, CLIENT desires an Integration of SHIFT4's DOTN with CLIENT'S PMS/POS;

NOW THEREFORE, for good and adequate consideration, the parties agree as follows:

1. DEFINITIONS

The following are Definitions that are used throughout SHIFT4 contractual documents. This particular Agreement may or may not include the use of all definitions set forth below. Any definitions found in the Agreement, but not in DEFINITIONS use common English definitions. Definitions below include both the singular and plural noun forms as well as the adjective(s) derived there from.

- 1.1. "**4Go®**" - is a patent protected software product that operates as a credit card "firewall" keeping Cardholder Data out of the POS/PMS at the moment of the swipe, thus providing pre-authorization security. 4Go is covered by four US Patents (7,891,563; 7,841,523; 7,770,789; 8,328,095).
- 1.2. "**4Word®**" - A part of the DOTN service that is a web based solution which permits a merchant who is not integrated with DOTN, but has been granted access to 4Word by a merchant who does, to obtain access to the Cardholder Information for a single payment card. This solution can be used to make payments against another payment system such as a stand-alone Payment Device. 4Word is patent pending.



DOLLARS ON THE NET
Service Agreement

- 1.3. **"Affiliate"** means any individual, partnership, corporation, trust or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the CLIENT.
- 1.4. **"API"** – See definition for SHIFT4 API.
- 1.5. **"Application Program Interface"** - See definition for SHIFT4 API.
- 1.6. **"Basic Enhancements"** – changes or additions to DOTN, other than Error Corrections, which are functional improvements to existing features of the Licensed Software and/or Licensed Service. Basic Enhancements include those improvements generally made available at no additional cost to SHIFT4 customers.
- 1.7. **"Card Association"** – organizations such as VISA and MasterCard, that license bank card programs and perform operational functions for their members including transactional processing and authorizations, interchange settlements and fee processing and set the rules for how their card programs must be processed.
- 1.8. **"Cardholder"** - refers to a merchant's customer when using of a credit, debit, private-label, check or gift card. For the purposes of this Agreement, Cardholder also means the customer of CLIENT when a payment instrument is used at a Point of Sale.
- 1.9. **"Cardholder Information"** – information related to a holder (e.g. consumer, purchaser) of a credit, debit, private-label, check or gift card set forth on or in the credit, debit, private-label, check or gift card including the cardholder name, magnetic stripe information, primary account number, expiration date, card security code (CSC) and/or service code. Notwithstanding the above, Cardholder Information also includes all data designated in the Payment Card Industry Data Security Standard by the Payment Card Industry Security Standards Council as "Cardholder Data" and/or "Sensitive Authentication Data" whose website is currently located at <https://www.pcisecuritystandards.org>.
- 1.10. **"CHD"** – See definition for Cardholder Information.
- 1.11. **"Credit Card Processor"** – is an independent third-party company that provides computer processing and communication services to supply connectivity to the various card associations and banks for authorization and settlement of credit cards. Credit Card Processors work for the merchant bank. Shift4 is considered a Processor (if the capability is requested) to American Express, and its own gift card product, It's Your Card.
- 1.12. **"Direct Competitor"** – a company (a) that produces a virtually identical good or service that is offered for sale within the same or similar market as those produced by a second company and (b) where the loss of market share by the company places it at a competitive disadvantage to the second company.
- 1.13. **"Documentation"** – written documents and/or other information provided in machine readable form that describes the operation of DOTN, UTG, UTG-Stub, 4Go and P2PE. Shift4 DOTN Alerts are considered to be Documentation. Marketing materials, proposals or communications provided or are available to CLIENT prior to the Effective Date are not Documentation.
- 1.14. **"Downgrade"** – is an action whereby a Merchant Services provider informs CLIENT that particular transactions do not meet required Card Association rules for processing and for that reason the fees charged for processing will be higher.
- 1.15. **"Error"** –any failure of DOTN to substantially conform to the specifications in the Documentation delivered with or in connection to DOTN.
- 1.16. **"Error Correction"** – (i) a software modification or addition that, when made or added to DOTN, establishes material conformity to the specifications in the Documentation, or (ii) a procedure or routine that, when observed in the regular operation of DOTN, eliminates the practical adverse effect of an Error in the use of DOTN.
- 1.17. **"Exhibit"** – those certain documents attached hereto and incorporated herein by reference as Exhibit "A", "B", etc.
- 1.18. **"Fallback Payment Agreement"** – SHIFT4's Automated Clearing House agreement for payment.
- 1.19. **"FPA"** – See definition of Fallback Payment Agreement.
- 1.20. **"Gateway"** – an organization which provides credit, debit, and/or gift card processing to merchants through a Processor or directly to a Card Association.
- 1.21. **"Hardware"** – any device and its related software not manufactured and/or provided by SHIFT4.
- 1.22. **"i4Go@"** – A part of the DOTN service that is a virtual card-data "firewall" for traditional e-Commerce (e.g. web shopping cart) or browser-based applications (e.g. kiosk, SaaS). i4Go integrates into both card-present and card-not-present environments using a browser-embedded application at the point of sale. i4Go provides similar security and CHD protection for e-Commerce environments that SHIFT4's 4Go does for traditional "brick-and-mortar," non-browser-based environments. i4Go intercepts CHD before it reaches CLIENT's POS and/or CLIENT's POS and immediately replaces it with a TrueToken.



DOLLARS ON THE NET
Service Agreement

- 1.23. **"Invoice"** SHIFT4 will provide an invoice detailing the CLIENT's transactions after the end of each calendar Month.
- 1.24. **"Integration"** – the code required by CLIENT's POS and/or CLIENT's PMS using the SHIFT4 API to send credit, debit, private label card, gift card and/or check authorization transactions to SHIFT4.
- 1.25. **"Licensed Service"** – means the right to use DOTN provided by SHIFT4.
- 1.26. **"Licensed Software"** - Is SHIFT4's UTG, UTG-Stub, 4Go, and P2PE. Licensed Software is to be used exclusively with the SHIFT4 Gateway Services or SaaS Services based on CLIENT's specific configuration(s) and need(s).
- 1.27. **"Merchant Service Provider"** – a merchant bank, an agent for a merchant bank, or an independent sales organization (ISO) for a merchant bank that provides CLIENT with an account to accept credit cards and provides certain services related thereto.
- 1.28. **"Micros Secure Suite™"** – are Shift4 software products which provide Integration to DOTN, enhanced transaction security, and debit & EMV functionality to various versions of Micros® POS software. Micros versions are limited to those listed at www.shift4.com.
- 1.29. **"Month"** – for the purposes of this Agreement, a Month or Monthly is defined as 30.41667 days (365 days per year / 12 calendar months = 30.41667 days). For leap years a Month or Monthly is defined as 30.5 days (366 days per year / 12 calendar months = 30.5 days).
- 1.30. **"MSP"** – See definition for Merchant Service(s) Provider.
- 1.31. **"P2PE"** – See definition for Point to Point Encryption.
- 1.32. **"Payment Application"** – computer software not written by SHIFT4 that requests payment operations, including but not limited to, authorization and settlement of financial instruments (e.g. credit card authorizations) utilizing the SHIFT4 API. Payment Applications include, but are not limited to CLIENT'S PMS and/or CLIENT's POS. A Payment Application may include, but may not be in its entirety, a Third-Party Interface, and/or Third-Party Software.
- 1.33. **"Payment Devices"** - are various devices in the payment space traditionally used by Payment Applications including, but not limited to, magnetic card swipes, PINned debit devices, EMV devices, P2PE devices, electronic signature capture devices, check readers, mobile payment entry devices, receipt printers, and/or pole mounted displays.
- 1.34. **"Payment Card Industry Data Security Standards"** - a set of industry security standards to which all merchants, Processors, and Gateways must adhere promulgated by the Payment Card Industry Security Standards Council. In the case of large merchants, Processors, and Gateways annual audits with or without external assessment may be required.
- 1.35. **"Payment Card Industry Security Standards Council"** – This is the security standards organization that defines and controls the content of the PCI DSS. Its security standards are currently available at <https://www.pcisecuritystandards.org>.
- 1.36. **"PCI DSS"** – See definition for Payment Card Industry Data Security Standards.
- 1.37. **"PCI SSC"** – See definition for the Payment Card Industry Security Standards Council.
- 1.38. **"PMS"** – See definition of Property Management System.
- 1.39. **"Point of Sale System"** - is a computer system where, among other operations, a payment is accepted and facilitates the transfer of goods and/or services between a merchant and cardholder. This system normally calculates the amount owed by the cardholder and provides options for payment. This system will also normally issue a receipt for the transaction.
- 1.40. **"Point to Point Encryption"** – a solution where cardholder data is encrypted at the swipe (at the point of sale) and is not decrypted until it is delivered to a secure datacenter. This requires that the acceptor of the cards does not have the ability to decrypt the data at the point of sale. This includes SHIFT4's P2PE solutions where encryption devices are connect to and controlled by SHIFT4's UTG or where encrypting magnetic stripe readers are connect to the PMS through SHIFT4's 4Go or i4Go.
- 1.41. **"POS"** – See definition for Point of Sale System.
- 1.42. **"POS/PMS Breach"** – means an unauthorized acquisition of computerized data that materially compromises the security, availability, accessibility, or integrity of Cardholder Information maintained by CLIENT's POS/PMS pursuant to this Agreement. For the purpose of this Agreement, the definition of a whether a POS/PMS Breach occurred is based on a finding of the Card Associations or a relevant government agency and CLIENT being informed of that fact.
- 1.43. **"POSibridge™"** - is a software product that integrates the POSitouch Restaurant System to DOTN. POSitouch versions supported are listed at www.shift4.com.


**DOLLARS ON THE NET
Service Agreement**

- 1.44. **"Processing"** - is the use of DOTN to facilitate the movement of Transactions to and from a Credit Card Processor. The verbs Process and Processed as used herein have the same meaning.
- 1.45. **"Processor"** - See definition for Credit Card Processor.
- 1.46. **"Property Management System"** - is the system that manages some or all of the subsystems in a hospitality setting including but not limited to Point of Sale System operations at a hotel front desk.
- 1.47. **"Regulation Changes"** - modifications to DOTN or Licensed Software required by PCI DSS, the Card Associations or other industry standards.
- 1.48. **"SaaS"** - See definition for Software as a Service.
- 1.49. **"Security Breach"** - means an unauthorized acquisition of computerized data that materially compromises the security, availability, accessibility, or integrity of Cardholder Information maintained by SHIFT4's DOTN pursuant to this Agreement. For the purpose of this Agreement, the definition of a whether a Security Breach occurred is based on a finding of the Card Associations or a relevant government agency and SHIFT4 being informed of that fact.
- 1.50. **"SHIFT4 API"** - means SHIFT4's Application Program Interface which provides a comprehensive set of data formats and directives that allows Integration to SHIFT4's DOTN service.
- 1.51. **"SHIFT4 Application Program Interface"** - See definition for SHIFT4 API.
- 1.52. **"Software as a Service"** - Software as a service is "on-demand software" which is normally supplied by a third-party application service provider and typically uses a software delivery model in which the software and its associated data are centrally hosted on a computer system which may or may not be owned or managed by the CLIENT. Software as Service resources are typically accessed by users or systems via Internet web browsers, but other onsite components or software may be necessary to fully realize a complete and comprehensive solution. Software as a Service is normally charged in a "pay-as-you-go" operational expense model as opposed to a capital expenditure model.
- 1.53. **"Third-Party Gift Card"** - gift card functionality not written by SHIFT4 that is supplied to CLIENT through an interface between SHIFT4's DOTN and another company.
- 1.54. **"Third-Party Interface"** - computer software not written by SHIFT4 that uses formats and processes included in the Application Program Interface specification supplied by SHIFT4.
- 1.55. **"Third-Party Software"** - software not written by SHIFT4, used or designed by CLIENT for use at CLIENT's various physical points of sale, on the Internet, or via the telephone.
- 1.56. **"Transaction"** - any transmission from DOTN to a Credit Card Processor of transactions originating from a Payment Application. Depending on the type of transaction, transmissions include, but may not be limited to, authorization and settlement. In the case of gift card, a Transaction is any action by DOTN that issues, activates, puts money on, or takes money off a gift card.
- 1.57. **"TrueTokenization®"** - is SHIFT4 technology that replaces the Cardholder Information for a specific transaction with a unique 16-digit alphanumeric value operating under the system utilizing the SHIFT4 trademark TrueToken™. This TrueToken can be used for "at-once," "reoccurring," "book-and-ship," and "on-file" transactions and virtually any kind of transaction where Cardholder Information must be normally maintained.
- 1.58. **"UTG® Stub"** - is a software product that connects Payment Devices to the UTG via secure TCP/IP. It is used for certain Payment Application configurations where Payment Application Integration must take place at a back-office or remote location (e.g. a back-office POS server) and the Payment Devices must be connected to CLIENT workstations at another location (e.g. the "front of the house."). While not all Integrations of DOTN to CLIENT's PMS and/or CLIENT's POS may require the UTG Stub, it is included in this Agreement in the eventuality that it may become necessary to control specialized equipment required for future use to integrate at-property-required-devices. (e.g. EMV devices, contactless devices, mobile devices, signature capture devices).
- 1.59. **"UTG® or UTG"** - See definition for Universal Transaction Gateway.
- 1.60. **"Universal Transaction Gateway®"** - is a software product that operates only in conjunction with DOTN to provide Integration between DOTN and CLIENT's PMS and/or CLIENT's POS; acts as a software-VPN providing transaction security between CLIENT's PMS and/or CLIENT's POS and SHIFT4's DOTN processing center; and provides assured-delivery technology assuring that transactions between CLIENT's PMS and/or CLIENT's POS and the DOTN processing center are not lost or duplicated by problems on the Internet. UTG provides route optimization to SHIFT4's DOTN processing center. The UTG can facilitate the control of Payment Devices on behalf of the CLIENT's PMS and/or CLIENT's POS. UTG's device control is limited to devices listed on SHIFT4's website: www.shift4.com. UTG provides stand-in authorization during interruptions of Internet connectivity with the DOTN processing center. For most Integrations, UTG is required to use the DOTN service. In the case of websites, UTG is suggested but is not necessarily required to use DOTN.


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While UTG is often used at an individual property connected to a CLIENT's PMS and/or CLIENT's POS located on property, for the purpose of this Agreement, one or more UTG systems will be used by CLIENT's PMS and/or CLIENT's POS to integrate to DOTN.

2. TERM

- 2.1. The ("Initial Term") of this Agreement shall be for a period as defined in APPENDIX [SERVICE AND PAYMENT].
- 2.2. This Agreement shall commence upon execution of this Agreement unless this Agreement is terminated in accordance with Section 5 (TERMINATION) of this Agreement. This Agreement shall automatically renew for successive one (1) year periods (each, a "Successive Term" and together, the "Successive Terms") unless CLIENT provides Shift4 with notice of non-renewal prior to a Successive Term taking effect based on the requirements outlined in Section 5 (TERMINATION). The Initial Term and the Successive Terms shall be referred to herein collectively as the ("Term"). CLIENT agrees to process transactions for the entirety of each Term.

3. PAYMENT

- 3.1. The Initial Set Up Fees are due in accordance with the payment schedule as set forth in APPENDIX [SERVICE AND PAYMENT] by the CLIENT.
- 3.2. With this Agreement, SHIFT4 will provide an invoice ("Initial Invoice") covering the DOTN INITIAL SETUP FEES as defined in APPENDIX [SERVICE AND PAYMENT]. This Initial Invoice must be paid as consideration for this Agreement and for any services defined herein to commence.
- 3.3. CLIENT agrees to pay SHIFT4 a single monthly payment for the presented Invoice based on APPENDIX [SERVICE AND PAYMENT].

4. GRANT OF RIGHTS

- 4.1. SHIFT4 hereby grants to CLIENT, a nonexclusive, nontransferable (except as otherwise permitted herein), irrevocable, worldwide right (limited to Credit Card Processor availability as listed on SHIFT4's website <http://www.shift4.com/>) to use SHIFT4 Gateway Services and SHIFT4's UTG (including any and all updates and modifications, Basic Enhancements and Error Corrections thereto), as well as all Documentation, throughout the Term, subject to the conditions, restrictions and limitations set forth in this Agreement.
- 4.2. SHIFT4 hereby grants to CLIENT (subject to the limitations set forth in this Agreement) a nonexclusive, nontransferable, irrevocable, worldwide right to use SaaS Services, i4Go, 4Word, and a sublicense to Licensed Software (including any and all updates, modifications, Basic Enhancements and Error Corrections thereto), as well as all Documentation, throughout the Term, subject to the conditions, restrictions and limitations set forth in this Agreement. CLIENT's use of DOTN is limited to acts that are consistent with this Agreement and the Documentation.
- 4.3. CLIENT acknowledges and agrees that SHIFT4 retains all rights, title, and interest in the DOTN and the Licensed Software except as set forth in this Agreement. No rights to use, copy, display, or print the DOTN or Documentation, in whole or in part, are granted except as expressly provided in this Agreement.
- 4.4. CLIENT acknowledges and agrees that this Grant of Rights does not allow CLIENT to sublicense DOTN to any other organization or party.

5. TERMINATION

This Agreement may be immediately terminated prior to its scheduled expiration:

- 5.1. If SHIFT4 materially breaches any of the terms, conditions or obligations set forth in this Agreement and fails to correct such breach within thirty (30) days following SHIFT4's receipt of written notice of such material breach. CLIENT and SHIFT4 can mutually agree in writing to extend this correction period; or
- 5.2. If CLIENT materially breaches any of the terms, conditions or obligations set forth in this Agreement and fails to correct such breach within thirty (30) days following CLIENT's receipt of written notice of such material breach. CLIENT and SHIFT4 can mutually agree in writing to extend this correction period; or
- 5.3. Upon receipt of written notice from the non-breaching party, if the breaching party fails to strictly comply with the provisions of Section 21 CONFIDENTIALITY; or
- 5.4. Upon breaching party's receipt of written notice from the nonbreaching party, if breaching party makes an assignment in violation of paragraph 23.5 (Assignment); or



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- 5.5. Upon CLIENT's receipt of written notice from SHIFT4, if CLIENT materially breaches Sections 4 (GRANT OF RIGHTS) or 20 (PROTECTION OF LICENSED SOFTWARE AND SERVICES) and such breach is not curable and subject to paragraph 5.2 above, or such breach causes irreparable harm to SHIFT4 including but not limited to Shift4's PCI compliance or data security capabilities; or
- 5.6. Upon CLIENT's receipt of written notice from SHIFT4, if CLIENT has not made payment of fees as defined in APPENDIX SERVICE AND PAYMENT and such breach is not curable and subject to paragraph 5.2 ; or
- 5.7. Upon CLIENT's receipt of ninety (90) day written notice, if any third party who is a competitor of SHIFT4 directly or indirectly acquires or gains control of all or substantially all of CLIENT's assets; or
- 5.8. Upon receipt of written notice from CLIENT to SHIFT4 in the event SHIFT4 fails to maintain its status as a PCI DSS compliant Service Provider at equal or higher status for a period greater than sixty (60) calendar day; or
- 5.9. In the event that either party defaults in the performance of any of its material obligations as defined herein, and such default is not remedied to the satisfaction of both parties or is not corrected within thirty (30) days following the defaulting party's receipt of written notification of such default from the non-defaulting party. Notwithstanding the above, CLIENT must be in compliance with the terms of APPENDIX [SERVICE AND PAYMENT]; or
- 5.10. CLIENT agrees that in the event CLIENT requests termination of the Agreement prior to completion of the Initial Term, or Successive Term, as the case may be, CLIENT agrees that it will pay SHIFT4 a dollar amount equal to the average monthly DOTN MONTHLY SERVICE FEES billed per month as found in APPENDIX [SERVICE AND PAYMENT] of this Agreement for the number of the months remaining in the Initial Term or Successive Term ("Early Termination Fee(s)").
- 5.11. Upon thirty (30) days' notice from CLIENT to SHIFT4 provided that payment of all outstanding amounts due have been made and the Early Termination Fee has been paid to SHIFT4; or
- 5.12. CLIENT shall not be liable to pay the Early Termination Fee if CLIENT terminates the Agreement as a result of an uncured breach by SHIFT4 of this Agreement.
- 5.13. Upon the termination of this Agreement: (a) SHIFT4 shall cease providing the DOTN service; (b) all licenses provided hereunder shall terminate; (c) the payment obligations of CLIENT under this Agreement will become due immediately including any Early Termination Fees; (d) within thirty (30) days from such date, each party shall return or destroy all Confidential Information of the other party and will not retain any copies of the same except as required by law; (e) CLIENT shall cease and desist all use of DOTN and destroy all full or partial copies of the Licensed Software and Documentation in CLIENT's possession or under its control. And at no time will Cardholder Information be required to be returned in an unencrypted or unmasked state.

6. LIMITED WARRANTY

- 6.1. SHIFT4 warrants that DOTN shall substantially conform to the latest Documentation as supplied to CLIENT or as available on www.shift4.com, www.dollaronthenet.net, or another SHIFT4 site supplied in the future. Further, SHIFT4 agrees to not make any changes to cause a material negative impact to the base functionality and operation of DOTN in existence at the time of the Effective Date; and
- 6.2. SHIFT4 warrants that, within thirty (30) days of receipt of a detailed, transaction by transaction Downgrade report from CLIENT, it will supply to CLIENT the potential reason for the Downgrade. A determination will be made whether the Downgrade is the CLIENT's Processor's issue, CLIENT's PMS/POS issue, CLIENT's Merchant Services Provider's issue or whether the problem is a SHIFT4 issue. If the Downgrade is determined to be SHIFT4's, and the issue is a setup issue, it will be corrected within one (1) business week; or should the Downgrade be a Processor interface issue, it will be corrected when SHIFT4 updates its systems on the Tuesday afternoon (Pacific Time), two weeks after the certification or acceptance of changes, final QA, and final software and security code review ("SHIFT4's Update Cycle") provided that CLIENT's Processor will work with SHIFT4 to re-certify or accept the new DOTN processor change; and
- 6.3. CLIENT acknowledges and agrees that this warranty is only available for Downgraded transactions reported within sixty (60) days of the date of the transaction. CLIENT agrees to cooperate with SHIFT4 by promptly supplying SHIFT4 log files requested ("SHIFT4 Trace Files") and following operational procedures as requested by SHIFT4. CLIENT further agrees that this time-frame can be delayed in order to comply with PCI DSS as SHIFT4 must go through SHIFT4's Update Cycle (e.g. security code review); and
- 6.4. SHIFT4 warrants that DOTN will have uptime availability as described in Section 13 (SERVICE LEVEL STANDARDS) and
- 6.5. SHIFT4 warrants that its system and data centers meet or exceed the security requirements of the PCI DSS as defined by PCI SSC and pursuant to Section 18 (DATA IN SHIFT4's CARE). SHIFT4 further warrants that it undergoes an annual security audit and at least a monthly security scan to assure that its system and data centers meet or exceed the security requirements of the various card association individual security program standards. While SHIFT4 employs the industry's highest standards for security, SHIFT4 cannot warrant that its systems and data centers are 100% secure.


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- 6.6. To the extent that SHIFT4's DOTN stores, processes, accesses or transmits Cardholder Information belonging to one or more Card Associations on behalf of CLIENT, SHIFT4 represents and warrants that it stores, transmits and processes such data in compliance with PCI DSS requirements, as well as any other applicable payment standards, and/or applicable laws and regulations that are known to SHIFT4 through the various state and federal regulatory agencies, PCI DSS, or the CLIENT through the CLIENT's Processor or MSP. SHIFT4 further represents and warrants that it will use commercially reasonable efforts to be fully compliant with all such standards, laws and regulations as they change from time to time. Notwithstanding the above, SHIFT4 further warrants that as SHIFT4 is a Level 1 Service and Hosting Provider as defined by the PCI SSC, it is SHIFT4's ongoing responsibility hereunder for securing Cardholder Information maintained by SHIFT4's DOTN in accordance with the PCI DSS.
- 6.7. SHIFT4 warrants that it maintains redundant links to the Internet for connectivity from the POS/PMS to SHIFT4. CLIENT acknowledges and agrees that their firewalls must allow outbound access to all Shift4 DOTN IP addresses, as they may change from time to time, so that CLIENT can take advantage of these redundant links. SHIFT4 will not warrant any Service Level or performance should CLIENT not provide access from its PMS/POS to DOTN via all IP addresses as defined by SHIFT4 in its Documentation, on its websites, and Support Alerts.
- 6.8. SHIFT4 warrants that all payment applications developed for CLIENT as part of DOTN SaaS are validated under the PCI PA-DSS and listed in <https://PCISecurityStandards.org>.
- 6.9. SHIFT4 warrants that it provides redundant links to each financial institution or the financial institutions' third-party Credit Card Processor where possible. It provides connections to each of the financial institutions or institutions' third-party Credit Card Processors' data centers if the financial institution or institutions' third-party Credit Card Processor maintains multiple data centers.
- 6.10. SHIFT4 warrants that it maintains multiple servers and multiple networks for each facet of the process to avoid a single point of failure.
- 6.11. For disaster recovery, all CLIENT's data is replicated to a secondary SHIFT4 PCI DSS-validated data center.
- 6.12. Notwithstanding the warranty provisions set forth in this Section 6 (LIMITED WARRANTY), all of SHIFT4's obligations with respect to such warranties shall be contingent on CLIENT's use of DOTN in accordance with this Agreement and in accordance with SHIFT4's instructions as provided by SHIFT4 in Documentation and Support Alerts. SHIFT4 is not responsible for the warranty of any software or Hardware not produced, provided, or manufactured by SHIFT4.

7. DISCLAIMER OF WARRANTIES

- 7.1. EXCEPT THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT, SHIFT4 SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOT WITHSTANDING PARAGRAPH 23.18 (REGARDING CARDHOLDER INFORMATION) AND PARAGRAPH 23.19 (REDUNDANCY), SHIFT4 DOES NOT WARRANT THAT DOTN WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

8. LIMITATION OF LIABILITY AND REMEDY

- 8.1. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT:

SHIFT4's ENTIRE LIABILITY AND CLIENT's EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 6 (LIMITED WARRANTY) OR ANY SERVICE DEFECT OR FAILURE SHALL BE LIMITED TO: (1) THE PERFORMANCE OF SERVICES; (2) PROVIDING ERROR CORRECTIONS; OR (3) REPLACEMENT OF DEFECTIVE ASSOCIATED MEDIA OR DOCUMENTATION.

IN NO EVENT SHALL SHIFT4 OR ITS VENDORS OR LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE, COST OF SUBSTITUTES, LOST SAVINGS OR DAMAGES RESULTING FROM LOSS OF USE OF EQUIPMENT, OR LOSS OF CONTENT OR DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SHIFT4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND REMEDY SHALL NOT APPLY IN THE EVENT THE CLIENT SUFFERS SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, AND LOSS OF PROFIT OR REVENUE, COST OF SUBSTITUTES, LOST SAVINGS OR DAMAGES RESULTING FROM LOSS OF USE OF EQUIPMENT, OR LOSS OF CONTENT OR DATA DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ITS EMPLOYEE, VENDORS, OR LICENSORS OF SHIFT4.

- 8.2. WITH THE EXCEPTION OF INFRINGEMENT CLAIM(S) AND CLAIMS RELATED TO CARDHOLDER INFORMATION AND SHIFT4's HANDLING OF THAT DATA PURSUANT TO SECTION 18 (DATA IN SHIFT4'S CARE) AND OBLIGATION UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL SHIFT4's LIABILITY FOR ANY DAMAGES TO CLIENT OR ANY ADDITIONAL PARTY EVER EXCEED THE FEES PAID BY CLIENT TO SHIFT4 UNDER THIS AGREEMENT FOR THE PRIOR TWENTY-FOUR (24) MONTH PERIOD. THE LIMITS, SET FORTH IN THE PRECEDING SENTENCE,



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INCLUDE, BUT ARE NOT LIMITED TO, INACCURATE APPROVALS OR THE LOSS OR INACCURACY OF ANY DATA TRANSMITTED TO THE CREDIT CARD PROCESSOR.

- 8.3. CLIENT acknowledges and agrees that SHIFT4 provides CLIENT with the ability to back up its own authorization and settlement data. CLIENT further acknowledges and agrees that paragraph 23.19 (Redundancy) notwithstanding, SHIFT4 is not liable for any loss of CLIENT's financial reporting data. CLIENT acknowledges and agrees that SHIFT4 has provided CLIENT with this backup functionality and CLIENT bears 100% responsibility for the protection of its data maintained by SHIFT4's DOTN. SHIFT4 represents that this financial reporting data does not contain any unencrypted or unmasked Cardholder Information. Further, SHIFT4 represents that the CLIENT at no time will have the keys to their unencrypted data.
- 8.4. SHIFT4 is not liable for ANY additional discount, assessment, transaction or interchange fees for Downgrades. CLIENT acknowledges and agrees that only CLIENT and/or CLIENT's MSP have access to the reports of Downgrades and SHIFT4 has no access to them. CLIENT further acknowledges and agrees that setup at SHIFT4 and at the Credit Card Processor(s) selected by the CLIENT's MSP(s) can affect the Downgrade of transactions. CLIENT further acknowledges and agrees that CLIENT's business practices and operation of DOTN and CLIENT's POS/PMS software can affect Downgrades.
- 8.5. SHIFT4 recommends that CLIENT use the auditing and reporting functionality in DOTN to ensure that all Transactions sent for settlement are accurate in order to eliminate additional charges and fees from the CLIENT's MSP(s). While SHIFT4 does offer the ability to automatically settle Transaction batches, it is not recommended and SHIFT4 is not responsible for any Downgrades or additional fees of ANY kind related to CLIENT's choice to automatically settle Transactions.

9. INDEMNIFICATION

- 9.1. SHIFT4 shall indemnify, defend, and hold harmless CLIENT from any claim or action of a third party alleging that the performance of DOTN infringes a patent, trade secret, copyright, or trademark held by such party (hereinafter "**Infringement Claim(s)**"). SHIFT4 shall pay all resulting costs, damages, losses, judgments, expenses, and reasonable attorney fees, provided: (i) SHIFT4 is notified promptly in writing of an Infringement Claim; (ii) SHIFT4 has sole control over its defense and settlement; and (iii) CLIENT cooperates with SHIFT4 in the defense of the same. The foregoing notwithstanding, CLIENT may decide to employ counsel of its choosing and at its own expense and shall thereafter have reasonable control over the defense and/or settlement of any claim directly related to CLIENT.
- 9.2. Following notice of an Infringement Claim, SHIFT4 may, at its expense, without obligation to do so, procure for CLIENT the right to continue to use the allegedly infringing DOTN, or any portion thereof, or without obligation to do so, may replace or modify DOTN, or any portion thereof to make it not infringing. If SHIFT4 elects to replace or modify DOTN, or any portion thereof, such replacement shall substantially meet the specifications as provided or referenced in the original functional specifications for any subsequent release of DOTN that CLIENT has obtained pursuant hereto.
- 9.3. SHIFT4 shall indemnify and hold harmless CLIENT from any claim, action, damages, losses, judgments, costs, and expenses incurred by CLIENT as a result of: (i) SHIFT4's or its employees' or agents' gross negligent acts or omissions; (ii) a Security Breach of SHIFT4's DOTN; (iii) a breach of SHIFT4's obligations of Section 21 (CONFIDENTIALITY) herein, (iv) an introduction of a virus or malware into CLIENT's or environment by SHIFT4, or (v) non-compliance with Section 18 (DATA IN SHIFT4's CARE).
- 9.4. CLIENT agrees to indemnify and hold harmless SHIFT4, its officers, agents, employees, Affiliates, successors, and assigns from and against any and all losses, liability, damages, claims, fines, causes of action, deficiencies, costs, and expenses (including reasonable attorney's fees) based upon, arising out of, or otherwise related to a CLIENT caused Cardholder Information loss and/or POS/PMS Breach, as defined in paragraphs 22.1, 22.2, 22.3 herein.

10. INSTALLATIONS

- 10.1. CLIENT shall coordinate and agree to project manage the installation and setup of its location(s). CLIENT acknowledges and agrees that setup operations, configuration/installation, and training will take place 7 a.m. to 7 p.m. Pacific Time via telephone Monday through Friday excluding banking holidays. Changes to CLIENT's accounts that relate to any changes required of a particular Credit Card Processor and/or MSP cannot be made on the weekends due the unavailability of those entities.
- 10.2. CLIENT agrees to have its location(s) supply SHIFT4 the required New Account Setup Form that is needed to establish and maintain CLIENT's accounts. This form is located and may be processed from <http://www.shift4.com/installation.cfm>. SHIFT4 represents that the New Account Setup Form contains the minimum required information as defined by SHIFT4.
- 10.3. The CLIENT or CLIENT's MSP on CLIENT's behalf, agree to supply SHIFT4 with a completed Profit Center Processor Setup Form, which is located and may be processed from <http://www.shift4.com/installation.cfm>, for each Profit Center location that will be set up. SHIFT4 requires that these forms be received by SHIFT4 at least ten (10) business days prior to the scheduled go-live date or CLIENT's go-live may be delayed. Upon receipt of the forms, SHIFT4 will validate the information with CLIENT's financial institution or CLIENT's financial institutions' third-party Credit Card Processor. This


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process may take as many as 72 hours. Once validation is complete, CLIENT's DOTN account is established. If the information cannot be validated, the information will be returned to CLIENT for correction.

- 10.4. CLIENT is responsible for corrections of set up errors. However, SHIFT4 will advise CLIENT and/or CLIENT's MSP to correct specific problems. SHIFT4 has no control over the length of time it will take CLIENT's MSP to make required changes. Once SHIFT4 has received corrected information, the validation process will be repeated.
- 10.5. CLIENT acknowledges and agrees that SHIFT4 is not responsible for the setup of merchant and/or terminal IDs with the CLIENT's MSP(s). CLIENT also acknowledges and agrees that this validation step is for verification purposes only and does not guarantee successful processing by CLIENT.
- 10.6. CLIENT acknowledges and agrees that operation of DOTN requires the following minimum Hardware for the successful operation of SHIFT4's UTG: Intel Pentium III/Celeron processor or AMD Athlon 800 MHz processor or better; 256 megabytes RAM or greater; hard drive with 40 gigabytes or greater and 10/100 megabit network interface card or better.
- 10.7. CLIENT acknowledges and agrees that DOTN supports Microsoft supported Windows 32 or 64-bit operating systems. SHIFT4 does not warrant the use of a particular operating system for any specific purpose or guarantee an operating system's security efficacy.
- 10.8. CLIENT acknowledges and agrees that operation of DOTN does not support the following operating environments for the operation of UTG: Windows XP (Home), 95, 98, ME (or earlier), NT, XP, 2000, and 2003.
- 10.9. CLIENT acknowledges and agrees that its use of DOTN requires that CLIENT's location(s) provide a stable operating environment for optimal performance and reliability. CLIENT agrees to: (i) maintain all DOTN applicable computers, routers, etc., at the latest BIOS version available from hardware's manufacturers; (ii) maintain all applicable DOTN computer operating system software to latest SHIFT4 recommended revision and/or service pack; and (iii) maintain all applicable device drivers at the latest version available from the manufacturer. CLIENT acknowledges and agrees that SHIFT4 software is a critical business application in that it handles deposit of CLIENT's funds into their bank.
- 10.10. CLIENT acknowledges that the latest version/build of SHIFT4 payment application(s) will be initially installed. CLIENT agrees to continuously upgrade to the newer version/build of payment application(s) certified for CLIENT's environment when released.
- 10.11. Pursuant to Section 11 (24/7 OPERATIONAL SUPPORT FOR DOTN), CLIENT acknowledges and agrees that support of the UTG system needed to facilitate the Integration of the CLIENT's POS/PMS will not be performed unless upgraded to the most recent or supported version. CLIENT also acknowledges and agrees not to load any software onto the UTG server that has not first been approved by SHIFT4. SHIFT4 will not approve America Online (AOL), video games, screen savers, or certain virus protection programs.
- 10.12. CLIENT acknowledges and agrees that SHIFT4's DOTN requires the use of the Internet and thus must have access to the Internet.
- 10.13. CLIENT acknowledges and agrees that it is CLIENT's responsibility to acquire and configure all necessary Hardware and/or software required for the connection of any machine running applicable portions of DOTN (e.g. UTG) to the Internet, Virtual Private Network (VPN), or public/private network. This includes, but is not limited to, network interface cards (NICs), cables, hubs, switches, routers, bastion hosts, firewalls, modems, broadband hardware, channel banks, line conditioners, and/or connectors.
- 10.14. CLIENT acknowledges and agrees that SHIFT4 is not responsible for any of CLIENT's data communication connectivity as it relates to the local and/or long-distance phone company and/or CLIENT's Internet Services Provider(s) (ISPs).
- 10.15. CLIENT acknowledges and agrees that SHIFT4's UTG will need outbound only TCP/IP port-level connectivity to the Internet when attached to the CLIENT's network. The following outbound ports are required: 26880 (6900 hex) "DOTN Routes" and 26881 (6901 hex) "DOTN OLTP". Inbound ephemeral ports must be allowed for TCP/IP socket-level connectivity to occur if CLIENT's firewall and/or router fail to facilitate this automatically when an outbound policy is created. CLIENT agrees not to lock down to specific IP addresses, but will open all IP addresses requested by SHIFT4, from time to time, as not having all IP addresses open will affect the transaction speed, service level and optimal operation of DOTN. Notwithstanding the above, CLIENT further agrees that UTG can be located within CLIENT's internal "trusted" segment as no inbound access communication is required or desired by UTG.
- 10.16. CLIENT acknowledges and agrees that it must have access to a modern Internet-connected website browser. CLIENT acknowledges and agrees that the website portion of DOTN will need outbound TCP/IP and UDP/IP port-level connectivity from the machine running the Internet browser (attached to the CLIENT's network) to the Internet. The outbound ports required are TCP ports 80 (50 hex) and 443 (1BB hex) for normal HTTP and secured HTTPS web traffic, and UDP port 53 (35 hex) for DNS resolution (unless otherwise provided).
- 10.17. CLIENT acknowledges and agrees that, when utilizing the web portion of DOTN, the Internet-based HTML browser chosen by CLIENT should be the most recently patched version. CLIENT acknowledges and agrees that SHIFT4 does not support versions of browsers that are not supported by the browser manufacturer (e.g. "sun-setted" versions). SHIFT4 supports the



supported versions of the following browsers: the latest two officially released production versions of Microsoft Internet Explorer, Apple Safari, Opera, Mozilla Firefox, and Google Chrome. The SaaS Services portion of DOTN may not operate as defined by the Documentation, web pages may not display correctly, and security efficacy could be at risk.

11. 24/7 OPERATIONAL SUPPORT FOR DOTN

- 11.1. Telephone and email support of DOTN is included in the monthly DOTN MONTHLY SERVICE FEES as documented in APPENDIX [SERVICE AND PAYMENT] of this Agreement. SHIFT4 provides operational support of DOTN via telephone, 24 hours a day, seven days a week, 365 days per year, to CLIENT provided that the CLIENT is current in its account with SHIFT4. CLIENT further agrees and acknowledges that this support is for operational problems only and that it is not a substitute for training. SHIFT4 is not required to support inadequately trained CLIENT's personnel. If CLIENT's personnel do not appear to be adequately trained, SHIFT4 can require that they be trained and/or re-trained at CLIENT's expense.
- 11.2. SHIFT4's support personnel are available to answer CLIENT's questions regarding the operation of DOTN. SHIFT4's support personnel are generally knowledgeable about both the Integrations of CLIENT's POS/PMS and CLIENT's Credit Card Processor, and can determine with whom an issue resides in and/or is caused by. Should the call require intervention by CLIENT's POS/PMS, CLIENT's MSP, or CLIENT's ISP, CLIENT acknowledges and agrees that SHIFT4 cannot guarantee the amount of time a resolution will take. CLIENT agrees to assist, and support SHIFT4's efforts with CLIENT's POS/PMS Vendors and/or CLIENT's MSP, or CLIENT's ISP and CLIENT acknowledges and agrees that SHIFT4 is not responsible to resolve issues beyond its control.
- 11.3. CLIENT acknowledges and agrees that support of DOTN is based on maintaining Hardware and equipment running SHIFT4's products as defined by SHIFT4. CLIENT agrees to contact SHIFT4's Customer Service department prior to making changes to the CLIENT applicable portions of DOTN (with the exception of required operating system patches), as these may cause system failures. CLIENT will pay SHIFT4 for re-configuration of UTG if equipment is not maintained as defined in Section 10 (INSTALLATIONS).
- 11.4. If CLIENT believes they are experiencing an issue they must first check the System Status Alerts posted on www.shift4.com, www.dollarsonthenet.net. As another option, these alerts are also posted via Twitter, or Facebook. If the status relates to the issue the CLIENT is experiencing (e.g. Credit Card Processor timeouts or outages, localized Internet outage, Card Association issues), CLIENT understands that their call to SHIFT4 support is unnecessary and that the System Status will be updated on all sources as soon as it changes. CLIENT understands and agrees that resolutions of certain problems are beyond the reasonable control of SHIFT4. CLIENT further agrees that it is not necessary to call SHIFT4 Support department for problems beyond the reasonable control of SHIFT4.
- 11.5. For problems within the reasonable control of SHIFT4, the SHIFT4 customer support department provides service on a triaged basis. Triage call types are as follows: (1) CLIENT cannot authorize transactions; (2) CLIENT cannot settle transactions; (3) CLIENT's transactions are being downgraded; (4) CLIENT needs assistance with reporting, archives and/or research; (5) Any other issue not otherwise defined.
- 11.6. SHIFT4 answers calls immediately 75% of the time. During unusually high call volume most often caused by Support issues as described in 11.5 above, CLIENT will be given the option to leave a message. Messages will be answered first, in triage order; and second, in the order received. Triage type 1 calls will be returned within 1 hour 90% of the time. Triage type 2 calls will be returned within 4 hours. Triage type 3 calls will be returned within 1 business day. Triage type 4 calls will be returned within 2 business days. In the case of certain issues, (e.g. Credit Card Processor related batch settlement or authorization issues) once the cause is determined, the issue may resolve itself without CLIENT involvement and a return call may not occur in these cases. SHIFT4 monitors such problems with Processors and remediates them without CLIENT. CLIENT should monitor the System Status Alerts posted on www.shift4.com, www.dollarsonthenet.net, for further information. There is an option to utilize Facebook, or Twitter, click on the supplied links at www.shift4.com, or www.dollarsonthenet.net.
- 11.7. A reason, resolution or probable cause of Triage type 1 calls will be provided within 1 hour on average, providing the cause is within SHIFT4's Direct Control. A reason, resolution or probable cause of Triage type 2 calls will be provided within 2 hours on average, providing the cause is within SHIFT4's Direct Control. A reason, resolution or probable cause of Triage type 3 calls will be provided within 1 business day on average. A reason, resolution or probable cause of Triage type 4 calls will be provided within 1 business day on average. Type 5 reason, resolution or probable cause will be based on the nature of the issue.
- 11.8. CLIENT understands that SHIFT4 is not responsible to provide a reason, resolution or probable cause in a timely manner which is the responsibility of any third party with which SHIFT4 has no direct relationship, including, but not limited to, CLIENT's POS provider, merchant bank, MSP, Credit Card Processor, Credit Card Processor's communication provider, or Internet Services Provider. While SHIFT4 will make commercially reasonable efforts to provide such information and facilitate resolution and root cause analysis from third parties, CLIENT understands that SHIFT4's sole responsibility is to point CLIENT in the direction of such cause.
- 11.9. CLIENT acknowledges and agrees that the solution to a particular support problem may be able to be resolved by an update to a newer version of DOTN or any of its applicable components. CLIENT further acknowledges and agrees that potential security vulnerabilities may be discovered from time to time and that the only way to correct the security vulnerability is to



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create a newer version of DOTN and/or aforementioned components. CLIENT further acknowledges and agrees that credit card regulations may change from time to time or a particular Downgrade issue may be discovered by CLIENT's Merchant Services Provider(s), merchant bank(s) or Credit Card Processor(s) and the only way to make these regulation changes or to correct these Downgrade issues is to create a newer version of DOTN or components. Notwithstanding the above, SHIFT4 understands that CLIENT pursuant to regulation, standard or policy may have a need to validate software installed in its environment and may be desirous to delay installation of the newer version of portions of DOTN applicable to CLIENT's environment (e.g. UTG). Once CLIENT is informed of the availability of any of these newer versions, CLIENT understands and agrees that CLIENT will not request support on the particular covered issue and SHIFT4 is not obligated to further trouble-shoot such issue. Further CLIENT holds SHIFT4 harmless for any damage caused by an issue resolved in a newer version of the applicable portion of DOTN. SHIFT4, however, will support CLIENT on any other issues that may arise from time to time regarding DOTN.

- 11.10. CLIENT acknowledges and agrees that SHIFT4 is not responsible for the performance of payment terminals or devices manufactured or supplied by any third party unless such payment terminals or devices, including their respective operating system, firmware, model and version, are listed on SHIFT4's website as being approved by SHIFT4. Should this not be the case, SHIFT4 is not responsible to trouble-shoot or provide software upgrades or downgrades to work with the particular non-listed version used by CLIENT. Notwithstanding the above, SHIFT4 will evaluate and make commercially reasonable efforts to accommodate the use of newer versions of such third party supplied products. During these efforts, SHIFT4 is not responsible for any issues caused by such non-listed versions.
- 11.11. Notwithstanding anything in this Section, CLIENT acknowledges and agrees if an issue occurs, they will follow the prescribed path of troubleshooting (if commercially reasonable) as directed by SHIFT4 support personnel and will work with SHIFT4 in a timely manner. SHIFT4 cannot be held in breach of this Agreement if CLIENT does not follow SHIFT4's prescribed methods.

12. REMOTE INSTALLATION AND SUPPORT SERVICES

- 12.1. If CLIENT wishes to utilize remote installation services an additional hold harmless agreement must be completed.

13. SERVICE LEVEL STANDARDS

- 13.1. CLIENT acknowledges and agrees that DOTN will be available 24/7/365 and be operational ninety-nine point seven percent (99.7%) of the time on an average Monthly basis, excluding scheduled downtimes for maintenance. Scheduled downtimes will commence during times when SHIFT4 has the lowest amount of transactions processing, and will be announced on the DOTN home page or alerted generally within seventy-two (72) hours prior notice of the scheduled downtime via e-mail, Facebook, and Twitter. Downtimes will not be scheduled from 4:00 am PT to 12:00am PT on Friday, Saturday or Sunday. SHIFT4 will make commercially reasonable efforts to not exceed thirty (30) minutes of scheduled down time per Month, on average.
- 13.2. CLIENT acknowledges and agrees that DOTN downtimes experienced in excess of one half percent (0.5%) measured on an average Monthly basis could be experienced due to any one or all of the following outages: the CLIENT's ISP(s); CLIENT's Credit Card Processor(s); the CLIENT's MSP(s); the telecommunications provider selected by the CLIENT's Credit Card Processor(s); or any other relevant entity over which SHIFT4 has no control contractual or otherwise. CLIENT further acknowledges and agrees that downtimes attributable to any of the above are beyond SHIFT4's control and will not be included in calculating SHIFT4's Monthly uptime availability.
- 13.3. CLIENT acknowledges and agrees that the average time for a credit card authorization across all Credit Card Processors will be three (3) seconds or less from the time the transaction is received at SHIFT4 until the time the transaction is transmitted back from SHIFT4 to CLIENT (the "**Average Authorization Time**"). CLIENT acknowledges and agrees that the CLIENT's POS/PMS system components, network, hardware implemented or any security related hardware and/or software may add time at the POS/PMS and is beyond SHIFT4's control. This includes any security software even if supplied by SHIFT4 (i.e. 4Go, i4GO, SHIFT4's Point to Point Encryption (P2PE) solution) as that software must necessarily reside and run on hardware and over networks of which SHIFT4 has no control.
- 13.4. CLIENT acknowledges and agrees that the Average Authorization Time can be affected by: CLIENT's Credit Card Processor(s); CLIENT's MSP(s); problems with the cardholder's bank; problems at the Credit Card Processing company(s) selected by or CLIENT's MSP(s); problems with the telecommunications company selected by the Credit Card Processing Company; traffic on the Internet; problems at the Card Associations or any other relevant entity over which SHIFT4 has no control contractual or otherwise. CLIENT further acknowledges and agrees that high transaction times attributable to any of the above are beyond SHIFT4's control and will not be included in calculating SHIFT4's average authorization time.
- 13.5. CLIENT acknowledges and agrees that in order to maintain SHIFT4's ninety-nine point seven percent (99.7%) average Monthly service level, DOTN is redundant as defined in paragraph 23.19 of this Agreement. However, due to today's highly technical telecommunications systems, SHIFT4 cannot characterize how long a single outage might be.
- 13.6. CLIENT acknowledges and agrees that DOTN will be considered operational and available at any given time if DOTN is being provided by SHIFT4 to, at least, seventy-five (75%) of CLIENT's location(s) during the specific measurement period.



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14. STAND-IN RIGHTS

- 14.1. Should DOTN not be available to CLIENT based on the standards set forth in Section 13 (SERVICE LEVEL STANDARDS), CLIENT has the ability to stand-in, and to take any action they deem necessary to provide a similar service for the duration of the outage no matter what form the stand-in takes.
- 14.2. CLIENT understands and agrees that the action contemplated above, because of the ubiquitous nature of DOTN and for security and confidentiality of third parties, can not include any action or interference with the actual operation of DOTN.

15. MAINTENANCE AND REGULATION CHANGES

- 15.1. SHIFT4 further agrees to maintain and provide DOTN in compliance with Credit Card Association regulations, and PCI DSS. Without limiting the foregoing, SHIFT4 agrees to (i) implement and maintain reasonable security measures to protect Cardholder Information in SHIFT4's care and any records containing such information from unauthorized access, acquisition, destruction, use, modification, and disclosure, and (ii) in the event SHIFT4 experiences a Security Breach of SHIFT4's DOTN, and if allowed by contract, law, statute or regulation, SHIFT4 shall provide CLIENT with notification of such Security Breach. Such notification will be made, if allowed by contract, law, statute or regulation, in the most expedient manner possible, so as to allow CLIENT to meet applicable Security Breach notification laws, rules, and regulations as they may change from time to time. In the case of a Security Breach, SHIFT4 agrees to follow the process outlined in Paragraph 22.5.
- 15.2. Any Error Corrections and Basic Enhancements will be supplied to CLIENT at no additional cost, provided that CLIENT is current in its accounts with SHIFT4 as defined in APPENDIX [SERVICE AND PAYMENT]. Regulation Changes are provided at no additional cost, provided that, in the case of transactions passed to SHIFT4's DOTN via Third-Party Interfaces, SHIFT4 can only guarantee the lowest rate based on the correct information being provided by the Third-Party Application.
- 15.3. SHIFT4 is not responsible to make Regulation Changes of which it is unaware if the CLIENT's MSP, or CLIENT's Credit Card Processor does not notify SHIFT4 of such changes. CLIENT acknowledges and agrees that the text of regulations of the CLIENT's MSP, the CLIENT's Credit Card Processor, are only available to those financial institutions. Therefore, the CLIENT should make commercially reasonable efforts to ensure that its MSP keep SHIFT4 informed of any Regulation Changes. Since regulation changes are communicated only to CLIENT's MSP or CLIENT's Credit Card Processor, if CLIENT is made aware of changes, CLIENT is required to notify SHIFT4 of changes to each of their state regulations as they pertain to credit, debit and gift card transactions. SHIFT4 is required to follow the regulations set by State and Federal guidelines, and/or the PCI DSS Card Associations as it pertains to paragraph 15.1.
- 15.4. Notwithstanding paragraph 23.14 (Notices), SHIFT4 communicates system issues and/or status to CLIENT via DOTN System Status Alerts posted on www.shift4.com, www.dollarsonthenet.net, or by optionally "following" on Twitter, and "liking" on Facebook. SHIFT4 also has a newsletter; 4Sight®. Due to the importance of these announcements, CLIENT agrees not to "opt out" of SHIFT4 newsletters and other alert communications that are sent via email. CLIENT also acknowledges and agrees that communications through SHIFT4's web alerts are considered to be official notifications of system statuses.

16. TOKENIZATION AND CERTIFICATION

- 16.1. SHIFT4 warrants that its implementation of tokenization designated TrueTokenization meets or exceeds the PCI DSS Tokenization Guidelines ("Guidelines") and generally accepted standards for cardholder security, provided that it has been implemented within CLIENT's PMS or CLIENT's POS to utilize only TrueTokens and to never store Cardholder Information within the POS/PMS. SHIFT4 TrueTokens are generated in an organic manner as they occur and can never be de-tokenized or reverse engineered to get to the Cardholder Information to which the TrueTokens relate. There is no mathematical way to derive Cardholder Data from a TrueToken. Through DOTN, a TrueToken can be used for virtually any process for which an actual card can be used. Any variation of terminology between the Guidelines and those used by SHIFT4 arise from methodology differences of TrueTokenization from the generic tokenization processes contained within the Guidelines. TrueTokenization predates the Guidelines and all other tokenization product offerings and has the largest number of tokenized transactions in the industry and has been subject to countless QSA PCI DSS and PA-DSS assessments.
- 16.2. SHIFT4 requires a certification for all CLIENT interfaces to CLIENT's POS/PMS systems. This certification assures that the CLIENT's interface to its POS/PMS can perform transactions with DOTN to support all transaction types necessary for its successful operation within a property pursuant to the limitations outlined by SHIFT4's certification of the particular POS/PMS. CLIENT is advised to secure a copy of the certification from its POS/PMS provider or Third-Party Interface vendor ("Vendor"). This Section serves as permission to obtain the certification letter from that CLIENT's Vendor, as the letter is covered by non-disclosure. CLIENT understands and acknowledges that SHIFT4's standard process is that once an Integration has been certified by SHIFT4, that the Vendor must issue a DOLLARS ON THE NET INTERFACE SELF-ATTESTATION document ("Attestation") to SHIFT4 each year whether or not any changes to the Integration has occurred. Once executed by SHIFT4, the Integration is certified for one (1) year from the date of the Attestation. Further, if changes have been made to the Integration post certification, SHIFT4 requires that the Vendor provide SHIFT4 with an Attestation, including version and change information stating what has been modified. If in SHIFT4's sole judgment, the Integration has had sufficient modification that could compromise its security or compliance efficacy, a recertification WILL be required. The



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prior certification status of the Integration will remain in effect so no CLIENT interruption of service should occur, but a date certain of the re-certification requirement WILL be established. SHIFT4 takes no responsibility and accepts no liability whatsoever if any issues, no matter the type, arise from the modifications of the aforementioned modified Integration.

- 16.3. If CLIENT requires a customized version of a SHIFT4 certified Vendor's Integration, SHIFT4 requires that the Vendor issue an Attestation listing the differences (material to the API and otherwise) in order to determine that the Vendor's Integration has not introduced any modifications that could compromise the Integration's security or compliance efficacy. If in SHIFT4's sole judgment, the Integration has had sufficient modification that could compromise its security or compliance efficacy, a recertification WILL be required. If at any time, the aforementioned custom Integration requires certification or a new Attestation, the CLIENT (whoever required the custom version) will be informed of the state of the Integration so that CLIENT can take an action they deem necessary with the Vendor. If no recertification is required, the new Attestation will serve as an official certification for the aforementioned custom Integration and will be listed as such by SHIFT4.

17. INTEGRATED GIFT CARD

- 17.1. SHIFT4 provides the processing of gift card by DOTN at a per transaction rate. If the Processing of gift cards is provided by SHIFT4, SHIFT4 will charge and CLIENT will pay an additional fee. If CLIENT wishes to utilize gift cards a separate agreement will be required.
- 17.2. SHIFT4 provides the processing of gift cards by DOTN at the same per transaction rate as for Credit and Debit cards.
- 17.3. If the Processing of gift cards is provided by SHIFT4, SHIFT4 will charge and CLIENT will pay an additional \$24.95 minimum for the processing of Third-Party gift cards. SHIFT4 will not charge an additional minimum should CLIENT utilize SHIFT4's IT'S YOUR CARD® functionality.
- 17.4. If the Processing of gift cards is provided by SHIFT4, and if CLIENT chooses to use a Third-Party Gift Card supported by the DOTN Service, any functionality will be limited to that provided by the Third-Party Gift Card. SHIFT4 will provide necessary installation services to accommodate the acceptance of the Third-Party Gift Card.
- 17.5. If the Processing of gift cards is provided by SHIFT4, and if CLIENT chooses to use SHIFT4's IT'S YOUR CARD, SHIFT4 will provide all the functionality of IT'S YOUR CARD along with Unlimited gift card numbers (for use with electronic or plastic gift cards), a "Self-Serve" customizable SHIFT4-hosted website on www.private-label-card.com for balance inquiry and sale of IYC gift cards, installation and training.
- 17.6. If the Processing of gift cards is provided by SHIFT4, CLIENT understands and agrees that SHIFT4 does not provide plastic gift cards, but will provide specifications so that CLIENT's card provider can create cards that will appropriately work using SHIFT4's IT'S YOUR CARD.
- 17.7. If the Processing of gift cards is provided by SHIFT4, and while SHIFT4's IT'S YOUR CARD provides the functionality to produce e-Certificates, CLIENT acknowledges and agrees that the sending of e-Certificates via email over the public internet can expose CLIENT; so CLIENT agrees to take full responsibility for the use of e-Certificates.

18. DATA IN SHIFT4's CARE

- 18.1. SHIFT4 agrees that Cardholder Information will not be used for any other purpose than to support the CLIENT in the activities contemplated by the use of DOTN. All Cardholder Information will be maintained according to the rules as set forth in the security requirements of the Payment Card Industry Data Security Standards as defined by the Payment Card Industry Security Standards Council, Visa's Cardholder Information Security Program (CISP), Master Card's Site Data Protection (SDP), American Express' Data Security Operating Policies (DSOP), Discover Network's (DISC) and other requirements as defined by the various Card Associations from time to time. If there is a conflict among the requirements of the various Card Associations, SHIFT4 will conform to the most stringent security and data protection requirements.

19. SPECIAL SECURITY REPORTING RIGHTS

- 19.1. CLIENT understands and agrees that DOTN is primarily controlled under the auspices of the Payment Card Industry Security Standards Council who defines SHIFT4's DOTN as, and therefore is assessed as a level-one service and hosting provider.
- 19.2. CLIENT understands and agrees that SHIFT4 is audited annually for PCI DSS compliance and is scanned monthly by two different PCI SSC approved scanning vendors (ASV). CLIENT further understands and agrees that the PCI DSS scanning requirement is to be scanned quarterly by a single ASV and that SHIFT4 far exceeds that requirement. SHIFT4 shall make available the attestation of such scans at <http://www.shift4.com/>.
- 19.3. CLIENT further understands and agrees that SHIFT4 is a registered third-party agent (TPA) of VISA USA, a registered third-party provider/data storage entity (TPP/DSE) of MasterCard and a third party Processor for American Express.
- 19.4. CLIENT understands and agrees that SHIFT4 is TRUSTe validated for privacy.


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- 19.5. CLIENT further understands and agrees that as a result of Section 18 (DATA IN SHIFT4's CARE) SHIFT4'S PCI SSC Qualified Security Assessor (QSA) prepares and SHIFT4 signs an annual Report on Compliance ("ROC").
- 19.6. Because SHIFT4 is controlled under the auspices of the PCI SSC and its registered and contractual agreements with the various Card Associations, and because SHIFT4 is a privately held corporation, SHIFT4 does not provide reporting under Sarbanes-Oxley Act of 2002 and/or SSAE-16. Notwithstanding the above, nothing within DOTN will impact CLIENT's ability to comply with Sarbanes-Oxley and/or SSAE-16 regulations or reporting requirements. Notwithstanding the foregoing, in the event that SHIFT4 obtains any of the aforementioned reporting, from any outside, non-PCI auditor, consultant or other third-party (collectively "Security Assessments"), SHIFT4 shall make that information available to CLIENT under the same conditions as contained in paragraph 19.5 covering the ROC. SHIFT4 will provide any such reporting (e.g. SSAE-16 audit report, ISO 27000 framework certification) directly to CLIENT, that in SHIFT4's sole discretion, does not disclose any information that it would not supply to other comparable firms as CLIENT. CLIENT shall treat all Security Assessment reporting as confidential and/or trade secret information of SHIFT4.

20. PROTECTION OF LICENSED SOFTWARE AND SERVICES

- 20.1. Except as otherwise permitted in this Agreement, CLIENT may not do any of the following:
- A. Download or transmit the Licensed Software electronically (either by direct connection or telecommunication transmission) from one computer to another, except as may be specifically allowed in using the Licensed Software on a computer network; or
 - B. Rent, lease, time-share, lend, or transfer DOTN or its Documentation to any third party; or
 - C. Modify, alter, adapt, merge, de-compile, or reverse-engineer the Licensed Software; or
 - D. Copy or otherwise reproduce the Licensed Software in whole or in part or remove any SHIFT4 copyright or trademark notice, with the sole exception that CLIENT may make one (1) back-up copy thereof for security and archival purposes.
- 20.2. CLIENT hereby acknowledges and agrees that DOTN constitutes and contains valuable proprietary products and trade secrets of SHIFT4. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its employees treat) DOTN as confidential in accordance with the confidentiality requirements and conditions set forth in Section 21 (CONFIDENTIALITY).

21. CONFIDENTIALITY

- 21.1. If CLIENT has signed a separate SHIFT4 non-disclosure agreement ("NDA"), CLIENT acknowledges and agrees that the following language does not supersede "The NDA" or any other similar Intellectual Property Agreement. If there is a conflict of language, the more stringent and restrictive language prevails.
- 21.2. From time to time, SHIFT4 or CLIENT may find it necessary to provide to the other party certain confidential information that the disclosing party considers and the receiving party should consider, confidential and/or proprietary ("**Confidential Information**"). Confidential Information may be identified in writing as confidential by the disclosing party before disclosure to the recipient. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith and to protect and maintain the confidentiality thereof in strict confidence while in possession of such Confidential Information, provided that information will not be deemed Confidential Information hereunder if such information: (i) is now or becomes part of the public domain through no fault of the receiving party, (ii) was already known by the receiving party at the time of disclosure and was not obtained pursuant to an obligation to maintain such information as confidential, (iii) is independently developed by the receiving party without the use of the other party's Confidential Information, or (iv) is lawfully obtained from a third party not under an obligation to keep such information confidential.
- 21.3. If the receiving party is subpoenaed or ordered by any court or governmental agency to disclose Confidential Information of the other party, it will provide prompt written notice to the other party to allow such party to seek a protective order or confidential treatment of such information. The receiving party may disclose Confidential Information to the extent it is legally compelled to do so. Each party will take reasonable measures to inform those of its employees, agents, or contractors that have access to Confidential Information of the confidential and proprietary nature thereof and the terms of this Agreement.
- 21.4. CLIENT understands and acknowledges that for the purposes of this Agreement Cardholder Information is not Confidential Information.

22. RELEASE FOR CLIENT CAUSED POS/PMS BREACH

- 22.1. CLIENT is using POS/PMS software developed by a party other than SHIFT4. If that POS/PMS software is not used in conjunction with the SHIFT4 TrueTokenization®, and/or i4Go®, the POS/PMS software may not comply with the standards set forth by the PCI SSC. CLIENT acknowledges and agrees that paragraphs 22.4 and 22.5, below, are in force.
- 22.2. In addition, if the CLIENT's POS/PMS software is not compliant with the Payment Application Data Security Standard ("PA-DSS"), CLIENT acknowledges and agrees that paragraph 22.4 and 22.5, below, are in force.


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- 22.3. If SHIFT4's TrueTokenization feature has been certified with CLIENT's POS/PMS system, CLIENT agrees to enable and always utilize the tokenization capabilities of DOTN any time the POS/PMS is in use. CLIENT further agrees, even if the POS/PMS system has the ability to store payment data subsequent to the initial authorization, even if that ability allows the storage of said data in a PCI DSS and/or PA-DSS-compliant manner, that such ability is disabled when using SHIFT4's DOTN. If CLIENT has allowed payment data to be stored after the initial authorization, CLIENT acknowledges and agrees that paragraphs 22.4 and 22.5, below, are in force.
- 22.4. If any or all of the scenarios described in paragraphs 22.1, 22.2 or 22.3 are the case and the POS/PMS system is in any way connected with a loss of Cardholder Information or a POS/PMS Breach without the consent of the person or entity that owns or that has ownership rights to that information through, from, or caused by the POS/PMS software, CLIENT on its own behalf and on behalf of its assigns and successors, releases, absolves, and discharges SHIFT4 from any Liability arising out of or in any way connected with a Cardholder Information loss or POS/PMS Breach. For the purpose of this Section, SHIFT4 has the meaning "itself, and its successors and assigns, subsidiaries, and sister and Affiliate corporations, past and present, as well as its and their respective trustees, directors, officers, shareholders, agents, attorneys, insurers, employees, and consultants, past and present, and each of them." For the purpose of this Section ("Liability") has the definition "with respect to and from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, expenses, attorney's fees, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that CLIENT now owns or holds or at any time hereafter owns or holds".
- 22.5. To determine whether a POS/PMS Breach is caused by CLIENT, or a Security Breach is caused by SHIFT4, the parties agree to adhere to the following process:
- A. Each party will conduct its own assessment to determine the cause, in good faith.
 - B. The parties will meet to discuss the results of the assessments and use good faith efforts to mutually agree upon a conclusion.
 - C. In the event the parties are unable to mutually agree upon a conclusion, the parties will mutually agree upon an independent third party to conduct an independent assessment and provide a final report. The fees for the third party services would initially be split evenly between the parties.
 - D. If the parties dispute the final report provided by the agreed-upon independent third party, the ultimate determination will be made by a court of competent jurisdiction.
 - E. If the ultimate determination is in favor of CLIENT, SHIFT4 will reimburse CLIENT for the fees associated with the third party assessment; and if the ultimate determination is in favor of SHIFT4, CLIENT will reimburse SHIFT4 for the fees associated with the third party assessment.
 - F. If the third party cannot determine a cause for the POS/PMS Breach and/or Security Breach or if the cause is determined to be external to the parties, then no change to the fee split pursuant to C above, will be required.

23. MISCELLANEOUS

- 23.1. **Force Majeure** – Neither party nor any of its subsidiaries or Affiliates will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control such as natural catastrophes, governmental acts or omission, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns, or the inability to procure parts or materials ("Force Majeure Event"). Should the Force Majeure Event affect DOTN and remain in effect for 15 days or more, CLIENT has the right to terminate the Agreement. Should CLIENT exercise this right, Sections 7 (DISCLAIMER OF WARRANTIES), 8 (LIMITATION OF LIABILITY AND REMEDY), 18 (DATA IN SHIFT4's CARE), 20 (PROTECTION OF LICENSED SOFTWARE AND SERVICES), 21 (CONFIDENTIALITY), 22 (RELEASE FOR CLIENT CAUSED SECURITY BREACH), 23 (MISCELLANEOUS) of the Agreement remain in force through the term of the Agreement. Should CLIENT choose to exercise this right, SHIFT4 no longer has an obligation to process transactions for CLIENT and CLIENT has no responsibility to pay the Early Termination Fee. CLIENT must, however, pay any amounts owed prior to the Force Majeure Event. Should the Force Majeure Event affect CLIENT, the Agreement will remain in effect with the term suspended until such time as the Force Majeure Event situation is resolved or the Agreement is terminated. During a CLIENT experienced Force Majeure Event, monthly minimums will not be payable as the term of the Agreement will be extended by the duration of the Force Majeure Event.
- 23.2. **Implementation of Europay Mastercard and Visa (EMV)** – CLIENT agrees to implement SHIFT4's EMV solution prior to the U.S release deadline in October 2015. CLIENT agrees to work with SHIFT4 for the implementation of EMV and holds SHIFT4 harmless if CLIENT properties are unable to meet EMV deadlines. SHIFT4 will charge CLIENT accordingly for the labor to change to a certified EMV Processor, to configure terminals, and other related EMV charges. All CLIENT EMV charges will be on an Addendum to this Agreement.
- 23.3. **Export Controls** – CLIENT agrees that it will not, without prior written consent of SHIFT4, export directly or indirectly DOTN or any portion thereof to anyone outside the United States or outside the national jurisdiction in which the CLIENT site is located. CLIENT will not export or transfer, whether directly or indirectly, DOTN or any portion thereof, or any system containing DOTN to anyone outside the United States, without first complying with all export controls that may be imposed


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on DOTN by the U.S. government or any country or organization of nations within whose jurisdiction CLIENT operates or does business.

- 23.4. **Jurisdiction/Law/Venue** – This Agreement shall be governed, construed and interpreted in accordance with the laws of the County of Clark, State of Nevada, U.S.A. ("Law"), without regard to conflict of law provisions. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that any such action will be brought in the Federal or State courts of the State where the party that is not seeking legal action is headquartered ("Venue"), and the parties hereby submit to the jurisdiction of that court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement. ("Jurisdiction") No provision of this Agreement shall allow for third-party arbitration.
- 23.5. **Assignment** – Upon ninety (90) days' notice to CLIENT, SHIFT4 may, without the consent or prejudice of CLIENT, assign, transfer, delegate, or pledge this Agreement and/or any of its rights or obligations hereunder to any of its Affiliates or in connection with a consolidation, merger, sale, divestiture, or spin-off of substantially all of its (or any of its Affiliates', business units' or business lines') assets, provided that the assignee or successor in interest assumes in writing the obligations of SHIFT4 hereunder. Subject to the provisions set forth above in this Section, this Agreement and the covenants and agreements herein contained, shall inure to the benefit of and be binding on the parties hereto and their respective permitted successors and assigns. Upon ninety (90) days' notice to SHIFT4, CLIENT may, without the consent of SHIFT4 and at no additional charge, assign, transfer, delegate, or pledge this Agreement and/or any of its rights or obligations hereunder to any of its Affiliates or in connection with a consolidation, merger, sale, divestiture, or spin-off of substantially all of its (or any of its Affiliates', business units' or business lines') assets, provided that the assignee or successor in interest assumes in writing the obligations of CLIENT hereunder. Subject to the provisions set forth above in this Section, this Agreement and the covenants and agreements herein contained, shall inure to the benefit of and be binding on the parties hereto and their respective permitted successors and assigns.
- 23.6. **Sale to Competitor** – Should SHIFT4 or CLIENT sell their company or majority shares to a Direct Competitor of the other, CLIENT or SHIFT4 may terminate this Agreement at any time without penalty. CLIENT agrees to pay all outstanding fees due for the DOTN service up to the date of termination.
- 23.7. **Entire Agreement** – This Agreement, its attached EXHIBITS, APPENDICES, or ADDENDUMS constitute the entire agreement between the parties and supersedes all prior or contemporaneous proposals, negotiations and agreements, whether written or oral, addressing the subject matter of this Agreement.
- 23.8. **Amendment and Changes** – No amendment, modification, supplement, or other purported alteration of this Agreement shall be binding on the parties unless it is in writing and is signed on behalf of the parties by their own authorized representatives.
- 23.9. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.
- 23.10. **No Waiver** – The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 23.11. **Severability** – If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 23.12. **Survival** – Any provision of or obligation under this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any such termination or expiration, and shall continue in full force and effect. In addition, all provisions of this Agreement shall survive the termination or expiration of this Agreement to the fullest extent necessary to give the parties the full benefit of the bargain expressed herein and of the intent contemplated hereunder. Such provisions include, without limitation, Sections 8 (LIMITATION OF LIABILITY AND REMEDY), 9 (INDEMNIFICATION), 21 (CONFIDENTIALITY), and 23 (MISCELLANEOUS).
- 23.13. **Attorneys' Fees** – The prevailing party in any suit brought to enforce a provision of this Agreement shall be entitled to an award of reasonable costs and attorneys' fees.
- 23.14. **Notices** – Any notices required, permitted or as may otherwise be necessitated by virtue of the actions of either party under the terms of this Agreement shall be given in writing to SHIFT4's or CLIENT's corporate headquarters as applicable or at such other address as the parties shall specify in writing from time to time. Such notices shall be delivered by nationally recognized overnight courier or by certified mail or registered mail with return receipt requested, postage prepaid. Notice provided via overnight courier will be deemed received the day after it is sent. Notice provided via certified mail will be deemed received on the earlier of the date received or five (5) days after it is sent. Any notice required by this Agreement may also be given by e-mail or facsimile transmission provided that, contemporaneously with the sending of such e-mail or facsimile transmission, a copy of such notice is also sent by either nationally recognized overnight courier or via first class



**DOLLARS ON THE NET
Service Agreement**

mail. Notice provided in such a manner will be deemed to have been given as of the date of the initial e-mail or facsimile transmission.

- 23.15. **Independent Contractors** – Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth in this Agreement, no party by virtue of this Agreement is authorized as an agent, employee, or legal representative of another party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors. Additionally, the parties shall have sole and full responsibility for each of their actions and omissions (including, but not limited to, any breaches of this Agreement) of any and all personnel employed by each (or its subcontractors, if any) who are involved in the performance hereof, and for any and all losses arising there from.
- 23.16. **Further Assurances** – Each party agrees to cooperate fully with the other party and to execute such further instruments, documents, and agreements, and to give such further written assurances as may be reasonably requested by the other party to better evidence and reflect the transactions described in and contemplated by this Agreement, and to put into effect the intents and purposes of this Agreement.
- 23.17. **Taxes and Fees** – CLIENT shall be responsible for all sales tax, excise tax, use tax, and any other similar taxes, duties or vendor application fees that must be collected or are assessed under state, federal, provincial, or tribal law on any amounts payable by CLIENT hereunder; provided, that, in no event shall CLIENT pay or be responsible for any taxes imposed on, or with respect to, SHIFT4's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 23.18. **Regarding Cardholder Information** – While Shift4 has informed CLIENT's Third-Party Software providers of the need to conform to PCI DSS, Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection (SDP), American Express' Data Security Operating Policies (DSOP), to encrypt and tokenize the credit card numbers and expiration dates and to not maintain, any longer than is necessary for the authorization event, the card swipe data or the CVV2 [Visa], CVC2 [MasterCard], or CID [American Express and Novus/Discover] in their database, CLIENT should remind their Third-Party Software providers of the need to conform with these programs and the minimum security necessary to protect CLIENT's Cardholder Information.
- 23.19. **Redundancy** – SHIFT4's DOTN utilizes multiple data centers and redundant technology to ensure the availability of the system and CLIENT's data. Redundancy includes the following: multiple divergent carrier connections to the Internet, multiple connections to the Credit Card Processors (as provided by the various Credit Card Processors), multiple networks, and multiple computers performing each function of the service. Redundant power is provided through the use of Uninterrupted Power Supplies (UPS) backed up by a generator.
- 23.20. **Joint Marketing** – After receiving CLIENT's advanced written approval which will not be unreasonably withheld, SHIFT4 reserves the right to list and announce CLIENT as a user of SHIFT4's service, but will only make public announcements of CLIENT's use or description of CLIENT's use of service for marketing purposes.
- 23.21. **Transaction History Retention Period** – Subject to Section 18 (DATA IN SHIFT4's CARE), SHIFT4 will store CLIENT's financial reporting data for a maximum number of Months as stated in paragraph 23.24 post settlement as this will be a rolling period where the most recent months will be maintained and the financial reporting data for any month greater than the amount of Months as stated in paragraph 23.24 will be deleted. If CLIENT is no longer authorizing and settling Transactions, the oldest month will continue to be purged each month until no historical Transaction data remains. This financial reporting data when used with SHIFT's DOTN will allow access to the TrueTokens to necessitate subsequent Transactions.
- 23.22. **Transition Assistance** – Upon expiration or termination of this Agreement by CLIENT, SHIFT4 shall, upon CLIENT's reasonable request, allow access to their DOTN accounts pursuant to the Transaction History Retention Period at the price listed in APPENDIX [SERVICE AND PAYMENT]. SHIFT4 will not develop any software to facilitate the transfer of data to any Direct Competitor as any such development may impact the intellectual property of others or SHIFT4, and would in any event, at that time, be considered "work-for-hire" and as such, not covered by this Agreement.
- 23.23. **Insurance** – SHIFT4 because of the nature of its business, and the data within its care, at all times during the Term of this Agreement, agrees to maintain and keep in full force and effect all appropriate levels of insurance policies based on the recommendations of, including but not limited to, its board, business advisors, various counsel, accountants, and insurance consultants and underwriters. As it would interfere with the business of all existing SHIFT4 CLIENTs, it is not practical to add CLIENT and their respective officers, directors, employees and agents as additional insured entities/persons to SHIFT4's existing insurance policies. As to do so, is and would be a managerial impossibility because of the fluid nature of SHIFT4's CLIENTs and the ownership makeup of their various organizations.
- 23.24. **Transaction Data Retention** – CLIENT understands that SHIFT4 will store CLIENT's transaction data based on a rolling calendar which means that transaction data will be purged after the period of time stated herein. SHIFT4 shall store CLIENT's transactional data for a period as defined in APPENDIX [SERVICE AND PAYMENT].

**DOLLARS ON THE NET
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- 23.25. **EMV Support** - For EMV support, SHIFT4 recommends that CLIENT implement at least 1 UTG locally per location to control the EMV devices, which will optimize transactions speeds, performance, and overall reliability of the EMV transaction process. CLIENT understands that hosting the UTG above property for EMV support is not recommended by SHIFT4. If CLIENT insists on deploying UTGs above property, SHIFT4 is willing to test this deployment model with the merchant; however, if issues arise due to the above property UTG deployment, merchant must follow SHIFT4's prescribed implementation path to install at least 1 UTG locally per location. This may require additional development from the interface vendor and CLIENT will have to purchase additional hardware for the local UTG implementation.

CLIENT_____
Signature_____
Mark Franz
Print Name_____
Title_____
Date

CLIENT acknowledges and agrees that the person signing this Agreement is an authorized signatory, officer, or representative vested (explicitly, implicitly, or through conduct) with the powers to commit CLIENT to a binding agreement.

SHIFT4_____
Signature_____
Thomas Stowers
Print Name_____
Title_____
Effective Date

SHIFT4 acknowledges and agrees that the person signing this Agreement is an authorized signatory, officer, or representative vested (explicitly, implicitly, or through conduct) with the powers to commit SHIFT4 to a binding agreement.

Below are the Processor(s) and Interface(s) that CLIENT has chosen and that are a part of this Agreement. If CLIENT adds or changes Processors or Interfaces CLIENT will be charged based on the pricing in APPENDIX (SERVICE AND PAYMENT).

HEARTLAND PAYMENT SYSTEMS

CLUB PROPHET SYSTEMS CC MODULE POS EXP v3.4.2

DOLLARS ON THE NET
Service Agreement

APPENDIX (FALLBACK PAYMENT AGREEMENT ("FPA") FOR U.S. OR CANADIAN BANK ACCOUNTS OR CREDIT CARD)

This Fallback Payment ("Agreement") by and between Shift4 Corporation ("SHIFT4"), a Nevada Corporation, located at 1491 Center Crossing Road, Las Vegas, NV 89144, Phone 702-597-2480 Fax 702-597-2499, and:

Company Name: Village of Glen Ellyn ("CLIENT")Company DBA Name: DBA: Village Links GolfStreet Address: 485 Winchell WayCity, State, ZIP: Glen Ellyn, IL 60137Phone Number: (630) 469 - 8180

CLIENT acknowledges and agrees that it must have a registered method of payment for the DOLLARS ON THE NET Service, as governed and defined by the DOLLARS ON THE NET ("DOTN") Service Agreement ("DSA").

CLIENT understands that the DSA will not be valid nor will any action be taken until SHIFT4 has validated the banking information or credit card information below. If there is an error, CLIENT agrees to work with SHIFT4 to get the information validated.

CLIENT must choose one of the three methods below:

1. **U.S Bank Account Automated Clearing House Payment fallback method** (no additional fees apply)

For the purpose of payment under this Agreement, CLIENT hereby enters into an agreement for Automatic Clearing House transactions for all SHIFT4 fees as described in the DSA.

CLIENT hereby authorizes SHIFT4 to immediately debit from the below listed account the amount to the right of the caption **Total upon signing DSA**.

CLIENT hereby authorizes SHIFT4 to immediately debit from the below listed account any monthly bill for the DOTN Service if not already paid according to the terms contained in APPENDIX [SERVICE AND PAYMENT] section of the SHIFT4 DSA.

CLIENT further authorizes the financial institution named below to credit and/or debit such entries to such account.

Financial Institution Information for Bank Account Automated Clearing House

Depository Financial Institution: _____

City: _____ State: _____ Zip: _____

Account Type: _____

Transit Routing Number: _____ Account Number: _____
(Nine digits all numerical)2. **Credit Card Payment fallback method** (additional fees apply)

For the purpose of payment under this Agreement, CLIENT hereby enters into an agreement for fallback automatic credit card transactions for all SHIFT4 fees as described in the DSA.

CLIENT hereby authorizes SHIFT4 to immediately collect payment from the credit card information below any monthly bill for the DOTN Service if not already paid according to the terms contained in APPENDIX [SERVICE AND PAYMENT] section of the SHIFT4 DSA.

DOLLARS ON THE NET
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CLIENT hereby authorizes SHIFT4 to immediately collect payment from the credit card information below the amount to the right of the caption **Total upon signing DSA**.

CLIENT hereby authorizes SHIFT4 to initiate charges and, if necessary, adjust for any charges made in error, to the credit card account indicated below.

Name on Credit Card: _____

Type of Card (Visa, Master Card, etc.): _____

Account Number: _____ (16 digits or 15 digits for AMEX)

Expiration Date: _____

*CSC: _____

*Card Security Code (CSC) – 3 digit code usually on the reverse of the card to the right of the card number; this is referred to as the CW2 by Visa, CVC2 by MasterCard and CID by American Express and Discover.

Credit Card Billing Address

Street Address: _____

City: _____ State: _____ Zip: _____

3. Canadian Bank Account Automated Clearing House Payment fallback method (no additional fees apply)

Depository Financial Institution: _____

Is this a Checking or Savings Account? _____ institution ID: (Canada) _____
(Three digits all numerical)

Branch Transit Number: _____ Account Number: _____
(Five digits all numerical)

What currency will the account be funded in? US Dollars or Canadian Dollars? _____
(Note: All invoices will be billed in US Dollars)

This APPENDIX (FALLBACK PAYMENT AGREEMENT ("FPA") FOR U.S. BANK ACCOUNTS OR CREDIT CARD) shall remain in full force and effect until SHIFT4 has received written notice from CLIENT of its termination. Such termination must be made in such time and in such manner as to afford SHIFT4 a reasonable opportunity to act on it.

CLIENT Authorized Signature: _____ Date: _____

Authorized Signers Name: Mark Franz

Authorized Signer Title: _____

Phone Number: _____



**DOLLARS ON THE NET
Service Agreement**

APPENDIX [SERVICE AND PAYMENT]

CLIENT understands notwithstanding Section 21 (CONFIDENTIALITY) the setup and transaction pricing in this Section is for the knowledge of CLIENT only, and may not be released to any additional party.

1. DOTN INITIAL SETUP FEES

- 1.1. The listed price(s), as further described herein of the DOTN Service Agreement and all applicable fees as set forth in this Agreement are as follows.

Setup Costs		QTY	Price	Extension
Locations		2	\$500.00	\$1,000.00
<i>Includes one (1) merchant setup, one (1) Interface License (including UTG for each Point of Sale), One Profit Center (MID) and 4 hours of training.</i>				
Additional Profit Centers		0	\$150.00	\$0.00
<i>Additional Merchant ID</i>				
Addition Devices		4	\$150.00	\$600.00
<i>Pin Pads or Micros Terminals</i>				
Additional Training Blocks		0	\$250.00	\$0.00
<i>4 hour block</i>				
Total upon signing Agreement				\$1,600.00

2. DOTN MONTHLY SERVICE FEES

DOLLARS ON THE NET SERVICE FEES are based on the following:

A36-month Agreement

Minimum Fee(s) are charged starting 60 days after date of Agreement

Archive transaction retention of 24 months

Transactions will be accumulated for all locations to determine the per transaction fee that will be charged to each location.

Minimum billing is \$50.00 per location per month

DOLLARS ON THE NET SERVICE FEE		
# Monthly Transactions		Per Transaction Fee
1	1,000	\$0.03000
1,001	2,000	\$0.02900
2,001	3,000	\$0.02800
3,001	4,000	\$0.02700
4,001	5,000	\$0.02600
5,001	+	\$0.02500


**DOLLARS ON THE NET
Service Agreement**
2.1. The DOTN MONTHLY SERVICE FEES are based on the following:

- A. Transactions will be accumulated for all of CLIENT's locations to determine the per Transaction fee.
- B. The minimum fee is documented in Section 2 of this Appendix ("Minimum Fee") for the DOTN service. If the volume of CLIENT's transactions is less than the quantity of the documented specification in Section 2 of this Appendix the CLIENT will be charged accordingly each month.
- C. SHIFT4 will bill the CLIENT the Minimum Fee as documented in Section 2 of this Appendix for each uninstalled CLIENT location(s), or MID(s) after the specified time as per the documented specification in Section 2 of this Appendix.
- D. At CLIENT's sole discretion, CLIENT may add Third Party Gift Card processing to the Agreement. The monthly Minimum Fee for Third Party Gift Card processing is twenty-four dollars and ninety-five cents (\$24.95) per month for CLIENT's locations using Third Party Gift Card functionality. This is in addition to the DOTN monthly Minimum Fee.

3. ACCOUNT MAINTENANCE FEES

- 3.1. SHIFT4 will continue to charge CLIENT directly for any and all Account Maintenance fees (e.g. Processor change fees, ownership change fees).
- 3.2. CLIENT agrees to continue to authorize SHIFT4 to change properties from one owner to another if applicable by providing new owner appropriate documentation to send to SHIFT4.
- 3.3. Installation Rush Fees- In the event that CLIENT must have a particular installation (go-live) date and CLIENT has supplied the required forms fewer than ten (10) business days before the go-live date, CLIENT agrees to pay an expedited fee of \$500.00 which is due and payable on the date of the first to occur of when the first DOTN MONTHLY SERVICE FEES are due or when the Minimum Fee is due. In the event that CLIENT has supplied the required forms fewer than five (5) business days before the go-live date, CLIENT agrees to pay an expedited fee of \$1000.00 which is due and payable with the DOTN INITIAL SETUP FEES.

4. PAYMENT TERMS FOR DOTN MONTHLY SERVICE FEES AND ACCOUNT MAINTENANCE FEES AND FALLBACK PAYMENT

- 4.1. SHIFT4 will provide an invoice after the end of each calendar month [BILL ON THE 10th] which will include an itemization of MONTHLY SERVICE FEES. This invoice includes, but may not be limited to, any additional services such as; additional PMS/POS interface fee and profit centers/merchant IDs ("MIDS") added during the previous month, etc. After receipt of this Invoice, CLIENT will have seven (7) calendar days to review the Invoice and an additional eight (8) calendar days to remit payment ("Invoice Due Date").
- 4.2. Audit of Billing – As CLIENT has 24/7/365 unfettered access to at least twenty-four (24) months of their detailed transactions, CLIENT has the ability to self-audit their monthly billing passed to them from CLIENT. This Agreement therefore does not offer any additional financial auditing rights to CLIENT. SHIFT4 agrees that all fees, charges, and expenses invoiced to CLIENT with respect to the services provided hereunder shall be those contracted for by CLIENT. The parties will have a period of thirty (30) days within which to refute or dispute in writing any potentially errant charges. If parties agree that CLIENT was billed in error, SHIFT4 will credit the CLIENT for the errant charges during the next billing cycle.
- 4.3. Any invoice dispute will be brought to the attention of the SHIFT4 accounting department at billing@shift4.com by the Invoice due date. The parties agree to work diligently to solve any disputes prior to the Invoice due date, whenever possible. CLIENT agrees to pay any undisputed amounts on or prior to the Invoice due date. CLIENT agrees that any disputed claims that are not due to SHIFT4's error or omission and are not paid by the Invoice due date, will be subject to the late fee as described in this Agreement.
- 4.4. All DOTN MONTHLY SERVICE FEES are charged in arrears for services performed for the prior calendar month and are invoiced on the tenth (10th) calendar day of the following month. All Invoices are due for payment on or before fifteen (15) calendar days from the date of the Invoice ("Due Date"). After the Due Date has passed, CLIENT will be considered not current with their account.
- 4.5. Each month SHIFT4 will provide the Invoice to CLIENT organized by CLIENT location(s) or MID. Further, SHIFT4 will provide the Invoice in Comma Separated Value ("CSV") form to help facilitate CLIENT's billing.
- 4.6. CLIENT agrees that this Agreement is not valid without a signed Fallback Payment Agreement ("FPA"). If CLIENT has not received an FPA, CLIENT needs to notify the SHIFT4 Accounting department by emailing billing@shift4.com. CLIENT also needs to notify the SHIFT4 Accounting department if there are any banking changes that would change the FPA during the term of this Agreement.
- 4.7. CLIENT understands that it has the ability to review and assess at any time the transactions processed using the DOTN under this Agreement.



**DOLLARS ON THE NET
Service Agreement**

- 4.8. A late fee of one and one half percent (1.5%) per calendar month will be charged to CLIENT on Invoice balances not paid within thirty (30) calendar days of the Due Date.

**Certificate Of Completion**

Envelope Number: DAD06CD8A6D54638AD698940650CA263
 Subject: VILLAGE LINKS GOLF - Shift4 DOTN Service Agreement .pdf - 10-2-15
 Source Envelope:
 Document Pages: 23
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled

Status: Sent

Envelope Originator:
 Shift4 Sales Operations N_Cooke
 1491 Center Crossing Rd
 Las Vegas, NV 89144
 ncooke@shift4.com
 IP Address: 67.110.230.105

Record Tracking

Status: Original
 10/2/2015 | 1:43 PM PT

Holder: Shift4 Sales Operations N_Cooke
 ncooke@shift4.com

Location: DocuSign

Signer Events

Thomas Stowers
 tstowers@shift4.com
 Vice President-Operations
 Shift4 Corporation
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Mark Franz
 mfranz@glenellyn.org
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 10/5/2015 | 1:27 PM PT
 ID: 7bb06b16-9c4c-413f-a02e-6ea2c5913b31

Thomas Stowers
 tstowers@shift4.com
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature**Completed**

Using IP Address: 67.110.230.105

Timestamp

Sent: 10/2/2015 | 1:47 PM PT
 Viewed: 10/2/2015 | 1:59 PM PT
 Signed: 10/5/2015 | 12:42 PM PT

Sent: 10/5/2015 | 12:42 PM PT
 Viewed: 10/5/2015 | 1:27 PM PT

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jeff Vesevick
 jvesevick@villagelinksgolf.com
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 10/5/2015 | 12:42 PM PT

Carbon Copy Events**Status****Timestamp**

Electronic Record and Signature Disclosure:
Not Offered
ID:

Todd Bonneville

tbonneville@shift4.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

Contract Admin

contracts@shift4.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/7/2014 | 11:13 AM PT
ID: 7a95d255-2702-4c44-b810-bf0088a9c3db

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/5/2015 | 12:42 PM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Shift4 Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Shift4 Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tstowers@shift4.com

To advise Shift4 Corporation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tstowers@shift4.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Shift4 Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tstowers@shift4.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Shift4 Corporation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to tstowers@shift4.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Shift4 Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Shift4 Corporation during the course of my relationship with you.



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting: 10/12/15 07:00 PM
Department: Finance
Department Head: Christina Coyle
Category: Discussion Item
Prepared By: Christina Coyle

SCHEDULED

AGENDA ITEM (ID # 1944)

DOC ID: 1944

Finance Director Christina Coyle will present the Village's Five Year Forecast.

Background

The Five Year Forecast was a project spearheaded by the Village's Finance Commission to perform long-term financial forecasting for the Village. The first Five Year Forecast was completed in 2010, with subsequent forecasts done in 2012 and 2014. This year's Forecast will be the fourth Five Year Forecast completed by the Village.

What is the Five Year Forecast?

The Five Year Forecast is a financial planning tool that helps the Village identify potential long-term trends in revenues and expenditures/expenses. It assists in identifying future imbalances or challenges in the Village's financial future. This Forecast is done in advance of the budget process to provide a tool to guide the budget.

This year's Five Year Forecast focuses on four areas of the Village. The first is the General Fund, or the main operating fund, of the Village. The General Fund has been reviewed in all three prior Five Year Forecasts. The next area addressed is the Water & Sewer Fund. This fund has not been focused on in prior forecasts. Additional focus has been placed on the Water & Sewer Fund this year as the Village will be reviewing and making any modifications to the water and sewer rates toward the end of 2015. The next area addressed is the Capital Projects Fund. Much of the information found in the Forecast for this fund has been reviewed and presented to the Village Board as part of the planning process for the financing for the new police station project. Lastly, the Five Year Forecast includes a review of the Village's debt and pension obligations.

What is the Five Year Forecast NOT?

The Five Year Forecast is a planning tool to start the budgeting process. It is NOT a prediction of what will happen in the future. Each year's actual experience will differ from what is forecast. The Village still has a goal of ensuring that the annual budgets are balanced and fiscally responsible.

ATTACHMENTS:

- Five Year Forecast 2015 (PPTX)

Five Year Forecast

August 2015

Goals of Five Year Forecast

- Understand long-term financial trends in revenues and expenditures/expenses.
- Identify future imbalances (deficits).
- Identify potential areas where programs can be implemented now to avoid future deficits.
- Understand how this forecast aligns with past forecasts.
- Compare past forecasts with actual results.

Facts on the Five Year Forecast

- Developed annually as a tool for the budget process.
- Forecast is a model to project future activity and is not a prediction of what will happen.
- Each year's experience will vary.
 - ~ The goal is that annual budgets will be balanced.
 - ~ Each year's actual results will vary.
- Historical results includes FY2011, FY2012, FY2013, FY2014, and Budget 2015. The Short Fiscal Year (May 1, 2014-December 31, 2014) is excluded as it was an 8-month period.

1. General Fund
2. Water & Sewer Fund
3. Capital Projects Fund
4. Long Term Liabilities

Content of Five Year Forecast

The Five Year Forecast is divided into four main areas. The first two areas are the largest operating funds of the Village, the General Fund and the Water & Sewer Fund. The last two areas focus on the Village's infrastructure and long term liabilities, including debt and pension liabilities.

GENERAL FUND

Building the General Fund Forecast: Key Assumptions - Revenues

	FY15 Budget (thousands)	Average Historical Growth (2011-2015)	Projected Annual Growth (2016-2020)
Property Taxes	\$6,834	6%	2.5% ¹
Sales Tax	\$3,300	1%	3.0% ²
Home Rule Sales Tax	\$1,905	3%	3.0% ³
Income Tax	\$2,684	6%	3.0% ⁴
Other Revenues (combined)	\$13,492	3%	2.0% ⁵

Footnotes:

1. Assumes 1.5% growth in CPI and 1% growth in new construction/annexations. Historical growth rates do not include property taxes for Fire Service Areas as those were moved to the Fire Services Fund in SY2014.
2. Sales tax increased 4% in 2014 and 5% in 2015 as the economy rebounds. 3% is a conservative estimate for future performance.
3. Home Rule Sales Tax increased 3% in 2014 and 6% in 2015 as the economy rebounds. 3% is a conservative estimate.
4. Income tax lists 3% as the projected growth rate as a conservative figure.
5. Other revenues includes all other revenues of the general fund. Ambulance fees have been excluded in the historical growth rate as a change in contract model makes historical growth rates incomparable to projected future growth.

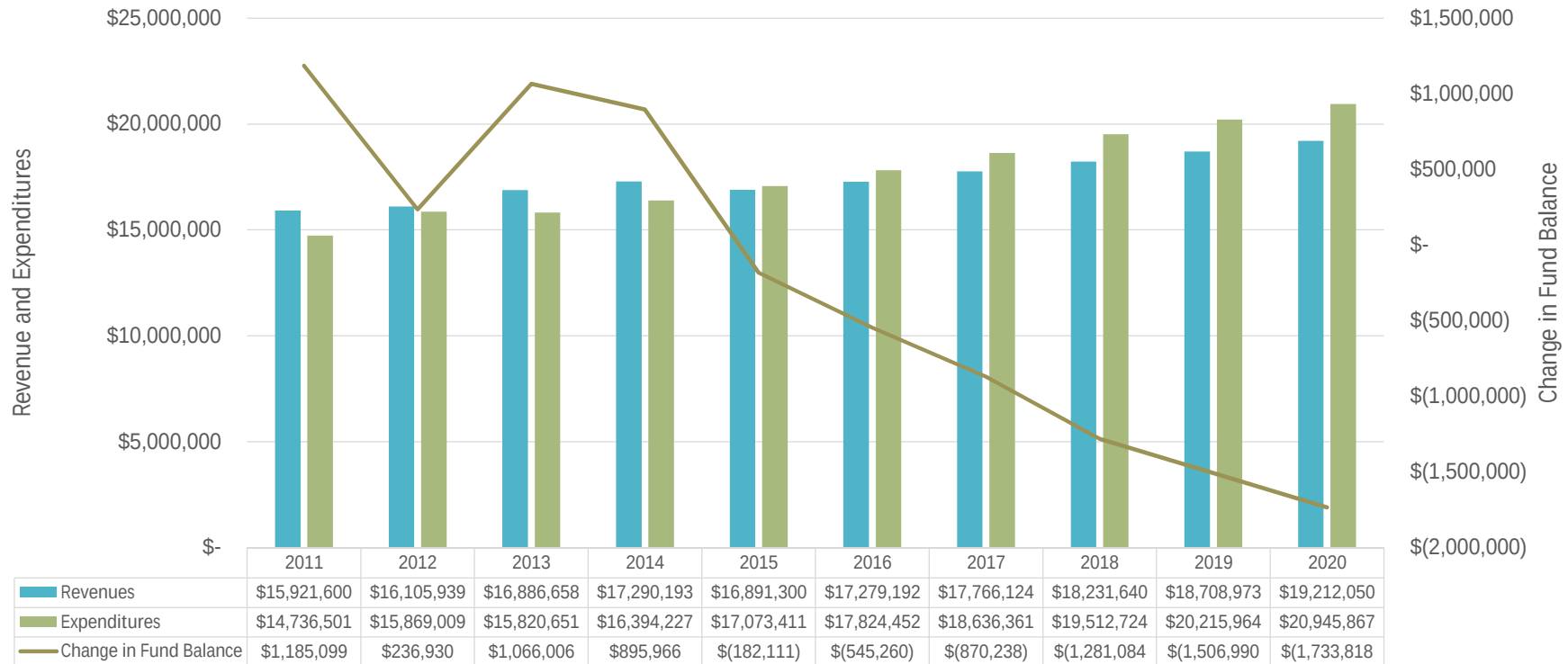
Building the General Fund Forecast: Key Assumptions - Expenditures

	FY15 Budget (thousands)	Average Historical Growth (2011- 2014)	Projected Annual Growth (2016-2020)
Salaries – public safety	\$3,561	5%	4.5% ¹
Salaries – all other	\$4,456	6%	3.0% ²
Pension – public safety	\$1,153	4%	12.8% ³
Pension – all other	\$391	4%	2.0% ⁴
Health Insurance	\$925	2%	4.0% ⁵
Contractual Services	\$3,343	2%	3.0% ²
Commodities	\$226	6%	3.0% ²
Capital Outlay	\$193	19%	5.0% ²
Transfers	\$1,940	2%	3.0% ²

Footnotes:

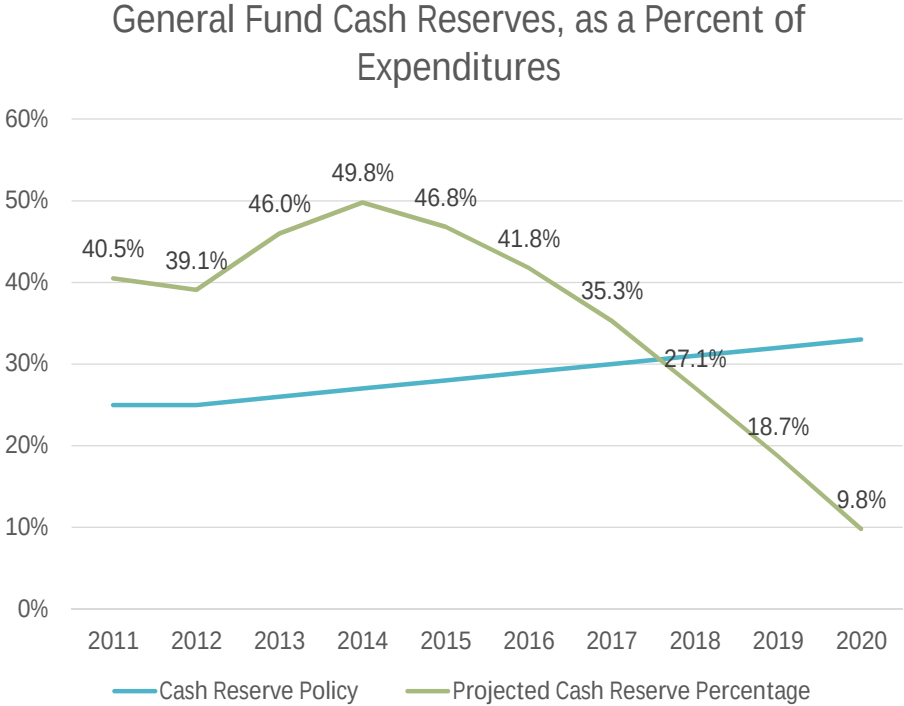
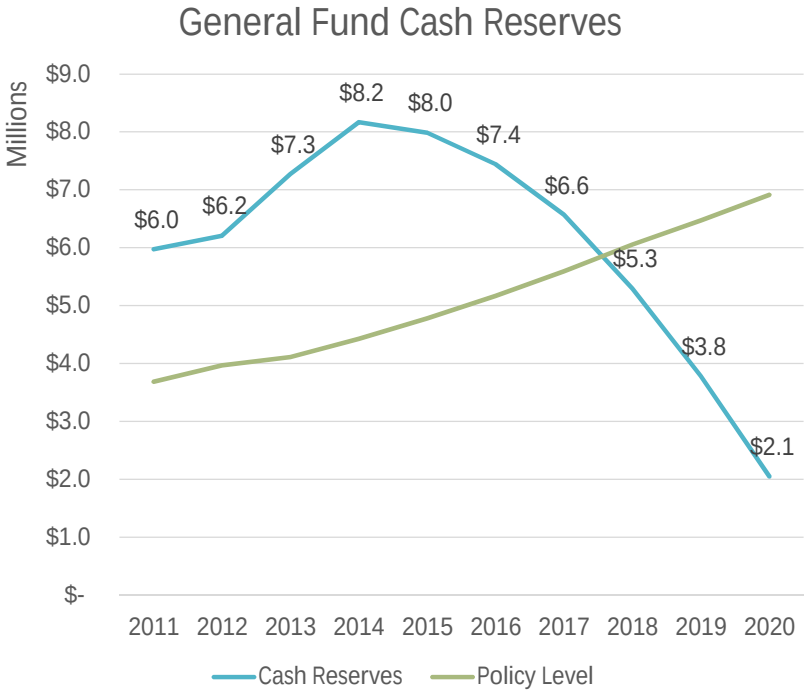
1. Based upon current contract structure.
2. Average increase has ranged from 2-3% over the last several years. Transfers are closely tied to changes in personnel expenses as other funds reimburse the general fund.
3. Projects continued movement downward of investment return assumption.
4. IMRF pension costs are stabilizing and are expected to trend closely to salary increases in the future.
5. The Village's insurance pool has helped to beat the market increases for health insurance.
6. Commodities and Contractual Services are anticipated to increase at a conservative 3%.
7. Capital replacement was deferred during the economic downturn; recent purchases have been meeting deferred needs.

Annual General Fund Forecast



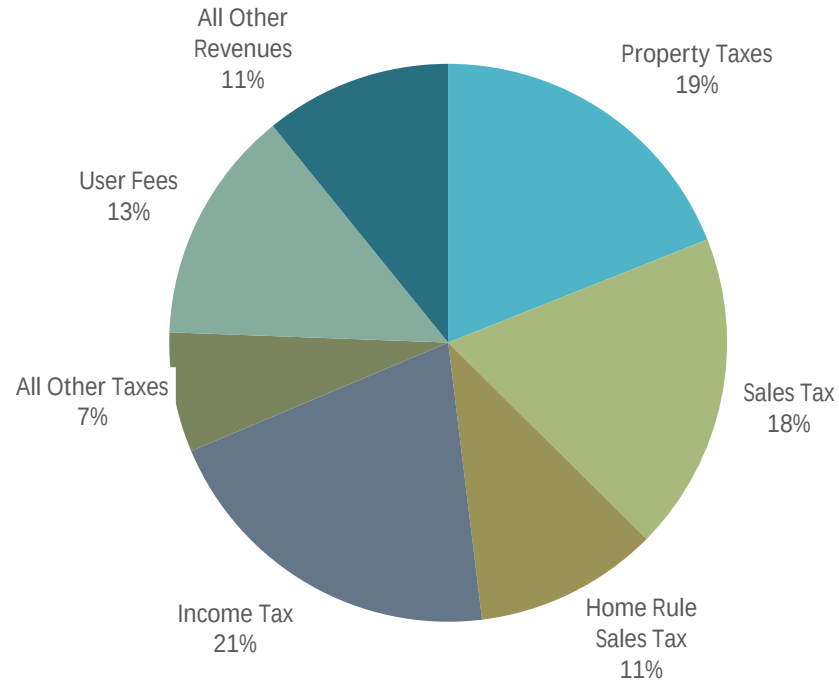
Revenues are forecast to grow at approximately 2% per year while expenditures grow at 3.5%, which would decrease the General Fund's fund balance by \$5.9 million over the next 5 years.

General Fund Balance Projections

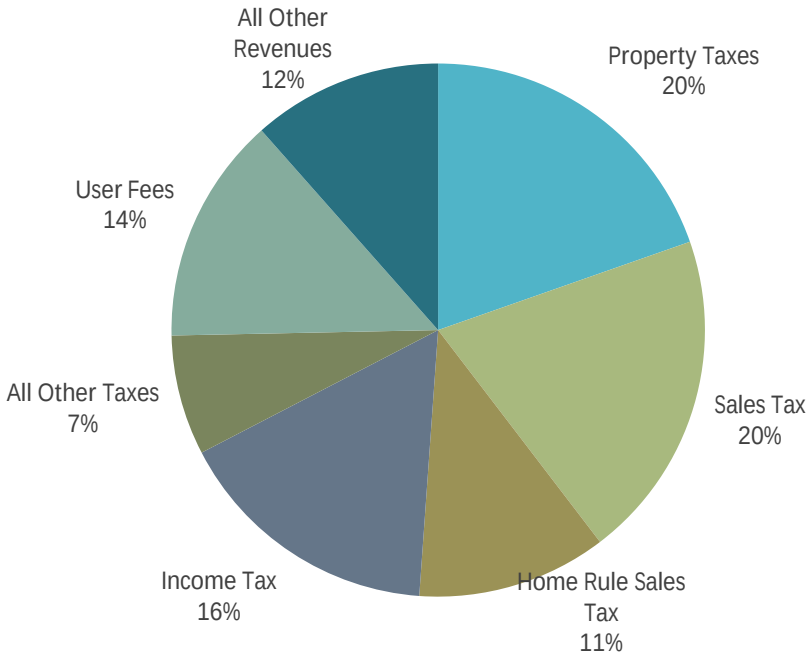


Composition of General Fund Revenues

2015 BUDGET



2020 PROJECTION

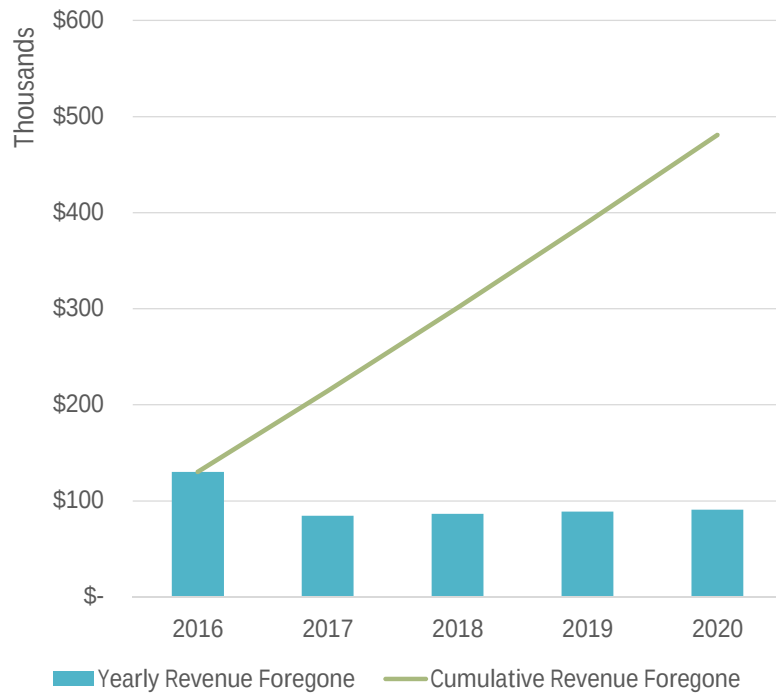


Challenges in Revenue Streams

Several challenges and decision points are on the horizon regarding General Fund Revenues:

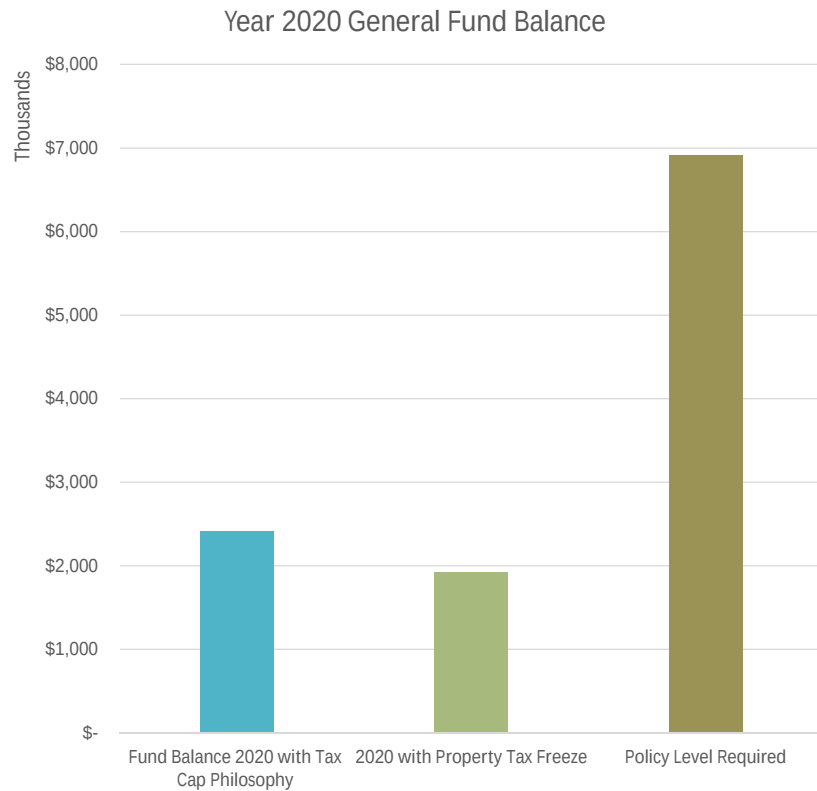
- The Village relies heavily upon performance of sales tax, home rule sales tax, and income tax to provide for known increases in costs. The Village has little direct control over these revenues that are highly influenced by the economy.
- Legislation in Springfield may limit the Village's ability to increase the property tax levy.
- The Governor also proposed an up to 50% reduction in the income tax given to municipalities; although the concept has not gained traction in Springfield.
- An analysis of user fees has not been done in several years and those revenue streams have remained flat and are not projected to increase in the next 5 years.

What would a property tax freeze cost the Village over 5 years?



- The Village is a home rule community that is not legally bound by tax caps.
- However, the Village traditionally holds itself to the tax cap philosophy, which means the Village increases its levy for new growth and CPI only. This philosophy favors gradual increases over time rather than creating spikes in property tax rates.
- The Village levies one general operating levy for the General Fund.
- Legislation in Springfield may limit the Village's ability to increase the levy.
- This slide shows the yearly and cumulative impact if the Village could not increase its tax levy.
- Over 5 years, the Village would forego \$480,000 of revenue in the General Fund that would have to be made up from other revenue sources or through reductions in service.

Comparison of 2020 General Fund Balance with Property Tax Freeze



- This slide shows the cumulative impact in the year 2020 if the Village could not increase its tax levy.
- Fund Balance Levels would no where approach the reserve policy set by the Village Board.

General Fund Expenditures by Type



- Personnel expenditures comprise approximately 67% of General Fund expenditures.
- The Village functions accounted for in the General Fund are highly service oriented, therefore it is expected that personnel expenditures would be the main expenditure type.
- Personnel expenditures grow at a faster rate than capital or other operating costs.

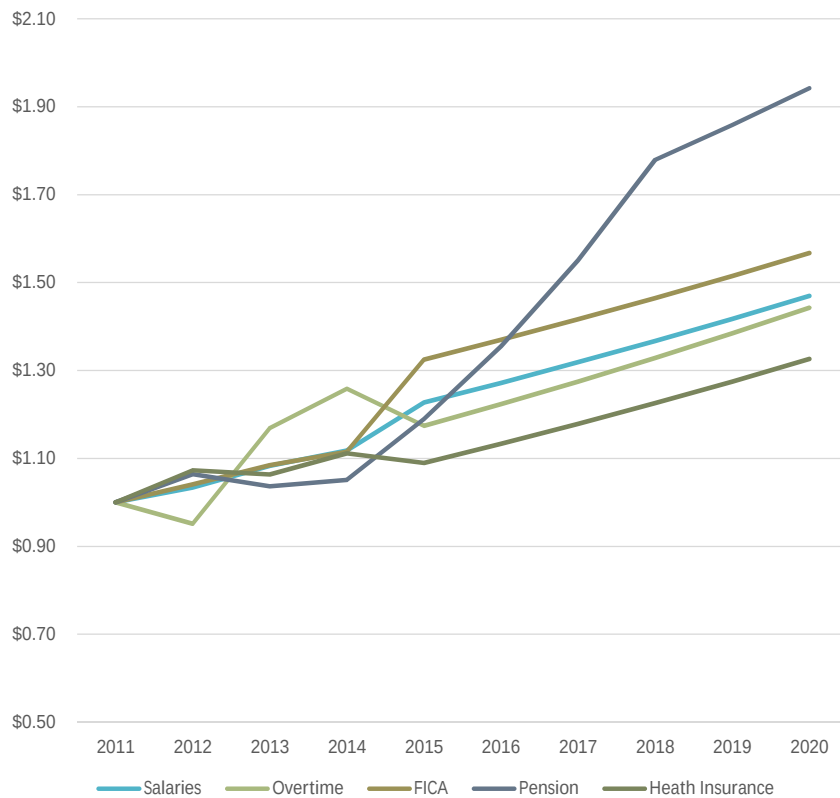
14

Personnel Expenditures by Category



- Public safety personnel costs are projected to grow at a faster rate (4.5%) than general government (3%).
- Police contract ends in 2016; future trends depend on what the renegotiated terms are.
- Police pension costs are also forecast to grow at a higher rate (18% in next three years then 5% thereafter) than municipal pension costs (2%).
- 18% growth in police pension costs assumes continued revision downward of the investment rate return assumption.

Personnel Expenditures by Type – Relative Growth



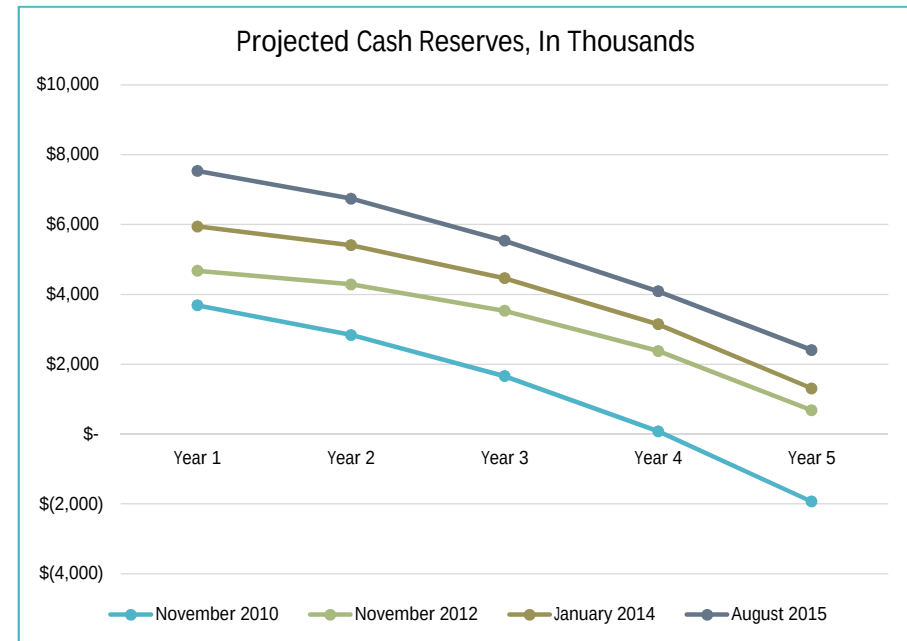
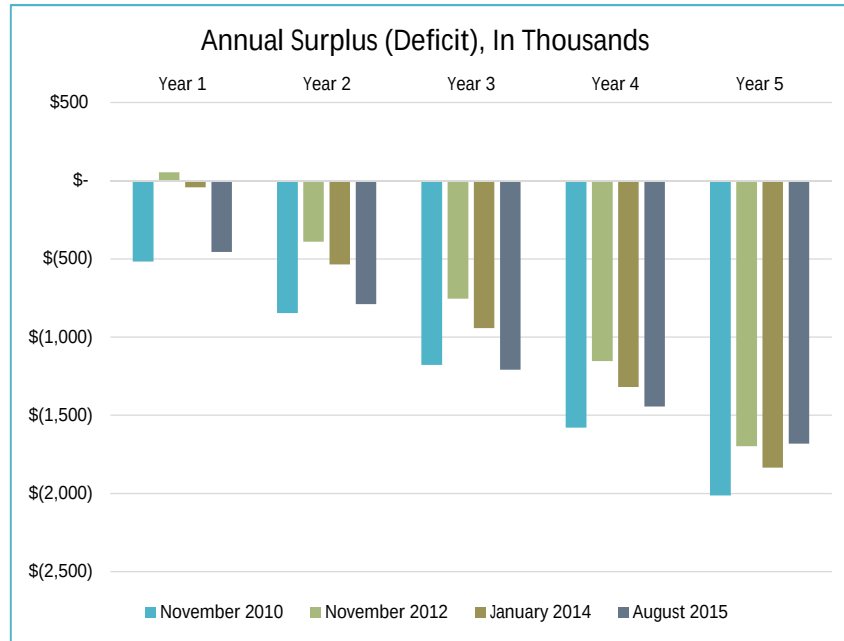
- Chart at left portrays the growth rate of personnel expenditures.
- Pension costs grow at the highest rate.
- The Village has been fortunate through its health insurance pool to mitigate health insurance cost increases seen in the marketplace. The next hurdle is to avoid Cadillac taxes in 2018.

Health Insurance

- The Village is a member of a health insurance risk-sharing pool.
- Rates have increased by an average of 2% over the past 5 years, beating the market place trend.
- Our pool administrators project 4% annual increases, assuming avoidance of the Cadillac Tax.
- The chart at right evaluates the difference in cost between a 4% trend and a 10% trend. As can be seen, it is important to our financial future to control our healthcare costs to the best of our abilities.

	4% Growth Rate	10% Growth Rate	Difference
2015 Cost	\$925,000	\$925,000	\$0
2020 Cost	\$1,125,404	\$1,489,722	\$364,318
Cumulative Cost over 5 Year Forecast	\$5,210,502	\$6,211,939	\$1,001,437

How does this General Fund Forecast Compare?



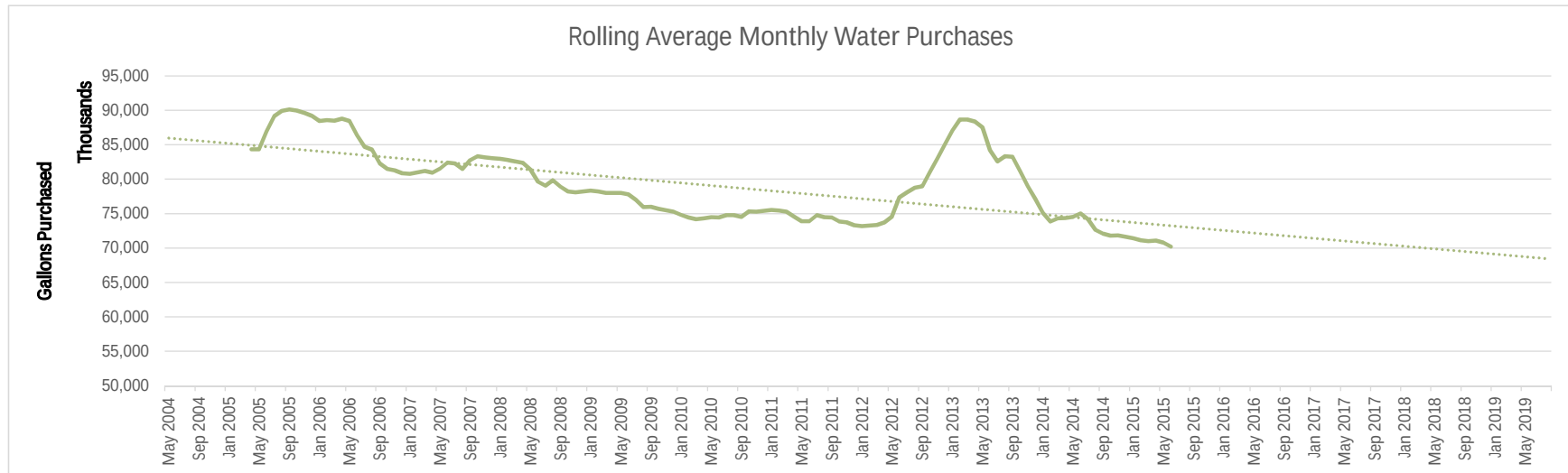
- Similar challenges in the later years of deficit fund balances.
- Better starting cash position has improved the 5 year outlook.
- The Cash Reserves graph demonstrates that each year the Village has been successful at meeting some of the challenges identified in the Five Year Forecast.

Highlights of General Fund 5-Year Forecast

- Personnel costs comprise 67% of General Fund expenditures. It will be necessary for the Village to be focused on controlling and meeting the challenges health care and pension costs.
- The proposed property tax freeze legislation in Springfield could negatively impact the financial health of the General Fund.
- The Village has little direct control over three revenue sources (sales tax, home rule sales tax, and income tax) which are directly impacted by the economy.
- The Village has made very few changes to user fee scales in the past several years.
- The Village's AAA bond rating that it received recently cited strong reserve balances as a key reason for the rating. It is important to maintain the healthy reserve levels to maintain the AAA rating.

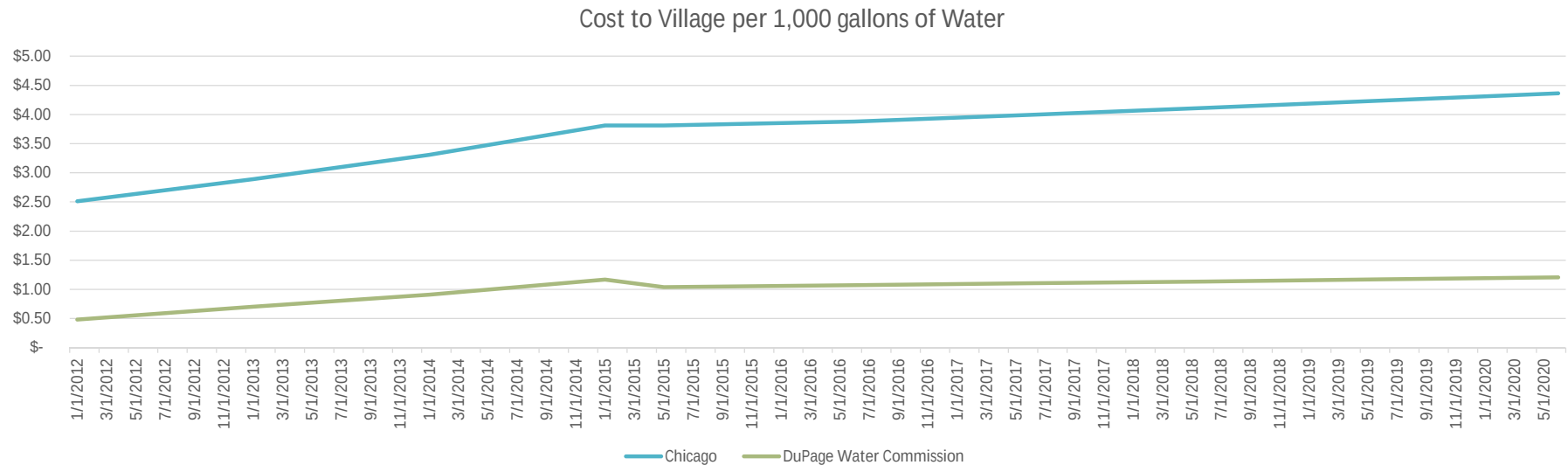
WATER & SEWER FUND

Historical Water Usage



- Graph depicts a 12 month rolling average water usage
- Linear dotted line highlights projected continued trend in water usage
- Due to conservation through energy efficiency efforts as well as improvements to the water infrastructure, gallons purchased has decreased over the past 10 years.
- The spike in 2013 was due to a summer drought
- Water usage is projected to decrease, on average, by 2% annually.

Historical and Projected Water Costs



- Sharp increases in rates were experienced from 2012 to 2015 as the City of Chicago raised the rates it charged for water.
- DuPage Water Commission announced a decrease in its cost for delivering water as of May 1, 2015
- City of Chicago projects rates shall be increased effective June 1, 2016 and every year thereafter by CPI (max of 5%). Future years are projected to increase each June 1 by 3% for both City of Chicago rates and DuPage Water Commission rates.

Building the Water & Sewer Fund Forecast: Key Assumptions - Revenues

	FY15 Budget (thousands)	Average Historical Growth (2011-2014)	Projected Annual Growth (2016-2020)
Metered Water & Sewer Revenue	\$14,095	12%	0.00% ¹
Intergovernmental Sewer Fees	\$1,148	10%	3.3% ²
Connection Fees	\$80	3%	2.0% ³
Sewer Repair Fee	\$285	0%	0.0% ⁴
Inspections & Permits	\$98	13%	4.1% ⁵
Other Revenues (combined)	\$90	5%	1.0% ⁶

Footnotes:

1. Assumes a decrease of 5% for 2016 (due to DuPage Water Commission decrease) and then rates remaining flat thereafter. Rates were kept flat in this analysis to understand what constraints that would place on the fund. Future rate increases are unknown.
2. Intergovernmental fees are effected by Village rates as well as projected GWA budget.
3. Connection fees occur from new development or annexation agreements. A conservative 2% is projected.
4. This fee is a flat fee added to the Village Services Bill and is not anticipated to increase.
5. Inspections & Permit performance is tied to the performance of the housing market and building permits.
6. Includes SSA taxes, interest income, and other miscellaneous revenue. A conservative projection of 1.0% is used as these revenues tend to be incidental in nature. SSA taxes will remain flat.

Building the Water & Sewer Fund Forecast: Key Assumptions - Expenditures

	FY15 Budget (thousands)	Average Historical Growth (2011- 2014)	Projected Annual Growth (2016-2020)
Salaries, Overtime and FICA	\$651	8.1%	3.0% ¹
Pension	\$55	2.8%	2.0% ²
Health Insurance	\$56	-1.6%	4.0% ³
Water Purchases	\$4,608	26.4%	-2.1% ⁴
Glenbard Wastewater	\$3,526	8.5%	6.4% ⁵
Contractual Services	\$1,184	17.1%	3.0% ⁶
Commodities	\$38	13.9%	3.0% ⁷
Capital Outlay	\$5,632	38.0%	15.6% ⁸
Transfers	\$732	-6.1%	3.0% ¹

Footnotes:

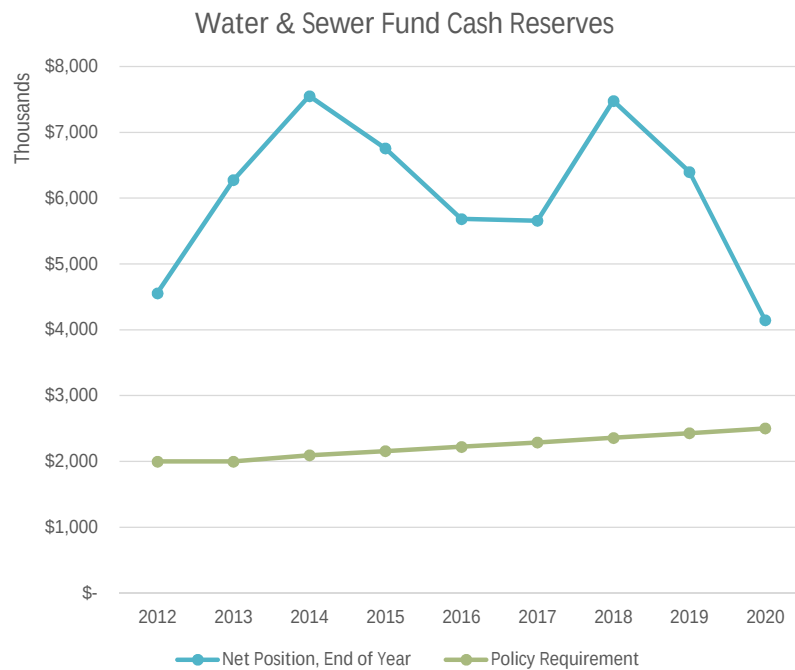
1. A public works reorganization in FY14 resulted in allocating additional personnel costs to the Water & Sewer Fund. Average salary increase has ranged from 2-3% over the last several years. Transfers are closely tied to changes in personnel expenses as other funds reimburse the general fund.
2. IMRF pension costs are stabilizing and are expected to trend closely to salary increases in the future.
3. The Village's insurance pool has helped to beat the market increases for health insurance.
4. In this model, a decrease is shown in year 1, small increases thereafter.
5. Based upon a 3% operating increase and capital increases according to GWA capital plan.
6. Historical increases based upon adding GIS capabilities and upgrades to software systems.
7. Assumed escalator of 3.0%
8. Large spike in 2015 budget affects historical growth due to several large capital projects including Roosevelt Road Water Main. Capital Projects are varied in cost year to year. Anticipate to spend 15.6% more in 2016-2020 than in 2011-2015.

Annual Water & Sewer Fund Forecast



The Forecast assumes no increase to Water & Sewer rates. Great volatility is experienced due to the timing of capital projects throughout the lifetime of the forecast.

Water & Sewer Cash Reserve Projections



- Cash reserve policy grows by CPI each year.
- Cash reserve policy does not take into account the savings needed to fund capital improvements. There may be years the cash reserves need to be above policy in order to meet future capital needs.
- A drought in 2013 increased the cash reserves.

Next Steps for Water & Sewer Fund

- The Village Engineers are revising the 10 year capital forecast which will be needed to perform a rate analysis.
- In advance of the rate change for 2016, financial models will be developed to determine how to maintain the financial health of the fund while minimizing the impact on rates.
- Anticipated completion in Fall 2015.

CAPITAL PROJECTS FUND

Building the Capital Projects Fund Forecast: Key Assumptions - Revenues

	FY15 Budget (thousands)	Average Historical Growth (2006-2014)	Projected Annual Growth (2016-2020)
Property Taxes	\$3,468	2.4%	3.4% ¹
Telecommunications Tax	\$1,000	-1.7%	-1.7% ²
Electricity Use Tax	\$1,000	0.25%	0.25% ³
Natural Gas Use Tax	\$325	3.16%	3.0% ³
Real Estate Transfer Tax	\$625	0.52%	5.0% ⁴
Interest Income	\$10	-17.79%	1.0% ⁵
Other Revenues	\$13,696	N/A	N/A ⁶

Footnotes:

1. Assumes 2.4% growth in CPI and 1% growth in new construction/annexations.
2. Telecommunication taxes have decreased due to a decline in the number of land lines. We anticipate this revenue will continue to decrease.
3. Electricity and Natural Gas Use Taxes are anticipated to grow at their historical rates.
4. Real Estate transfer tax is \$3 per \$1,000 of the sales price of the house. This revenue stream is affected by increases in housing prices and increased sales volume. The assumption is based upon a 3% increase in housing values and 2% increase in sales volume. Zillow indicates the median house value has gone up 9% over the past year and predicts a 0.5% increase in the coming year. There was a 23% increase in number of stamps issued from 2013 to 2014.
5. Only a very minor increase in interest income is anticipated as interest rates are anticipated to rise very gradually.
6. Other revenues include bond proceeds, grant revenue and miscellaneous revenue, which can not be predicted in future years. Therefore, we have not assumed this income will be generated in future years.

Capital Projects Fund – Expenditures

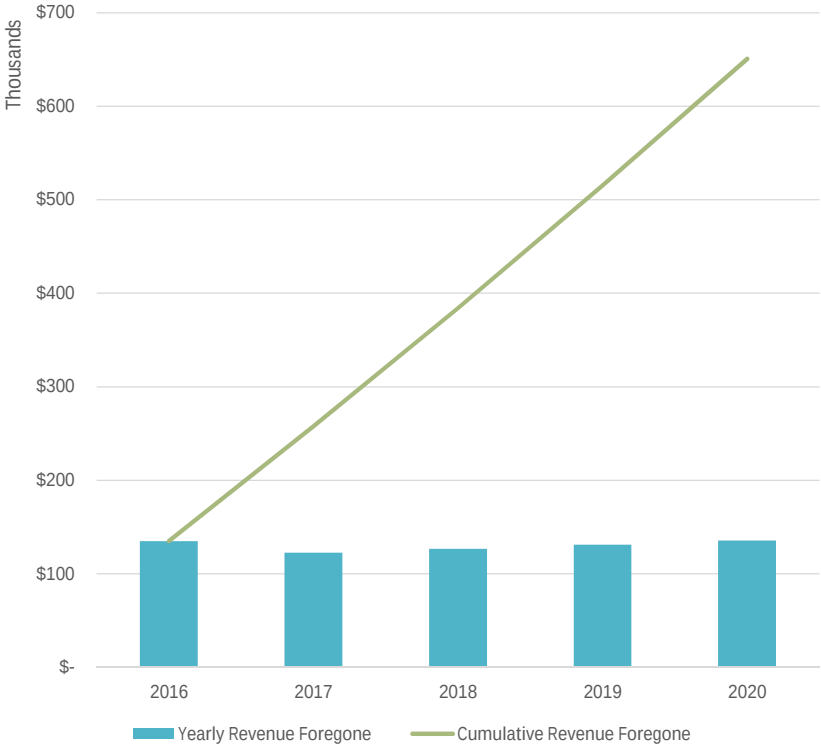
Expenditure Type	2015 Budget	2016	2017	2018	2019	2020
Ancillary expenditures	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Pavement Preservation	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Non-Roadway Construction Projects	\$3,110,000	\$1,485,000	\$550,000	\$375,000	\$375,000	\$375,000
Police Station	\$200,000	\$11,400,000	\$400,000	\$0	\$0	\$0
Roadway Program	\$5,925,000	\$4,405,000	\$5,485,000	\$3,780,000	\$6,715,000	\$4,382,000
Engineering	\$232,600	\$237,000	\$242,000	\$247,000	\$252,000	\$257,000
Debt Service	\$0	\$956,533	\$954,044	\$953,544	\$952,844	\$956,494
Total	\$9,872,600	\$18,888,533	\$8,036,044	\$5,760,544	\$8,699,851	\$6,375,502

Capital Projects Fund Forecast



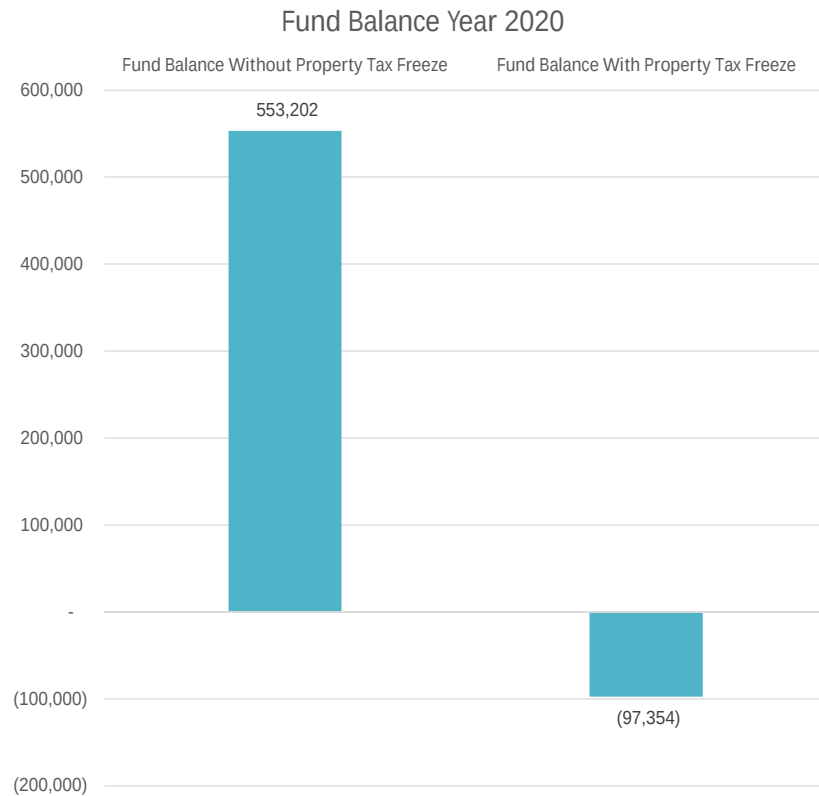
- In the Capital Projects Fund, expenditures vary year-to-year dependent upon the types of projects that are undertaken.
- 2019 is projected to have a negative fund balance. Projects will need to be adjusted or deferred to eliminate this negative balance.

What would a property tax freeze cost the Village over 5 years in the Capital Projects Fund?



- The Village is a home rule community that is not legally bound by tax caps.
- However, the Village traditionally holds itself to the tax cap philosophy, which means the Village increases its levy for new growth and CPI only. This philosophy favors gradual increases over time rather than creating spikes in property tax rates.
- Legislation in Springfield may limit the Village’s ability to increase the levy.
- Over 5 years, the Village would forego \$650,000 of revenue that would have to be made up from other revenue sources or through reductions to our capital plan.

Comparison of Ending Fund Balance with Property Tax Freeze



- This slide shows the yearly and cumulative impact in the year 2020 if the Village could not increase its tax levy.
- Fund Balance in the Year 2020 would be projected to be \$(97,354) if property taxes were frozen versus \$553,202.

Unscheduled/Unfunded Projects

- Several projects remain unscheduled and unfunded, namely those projects in the chart at right.
- Future planning will need to address how to fund these needs.

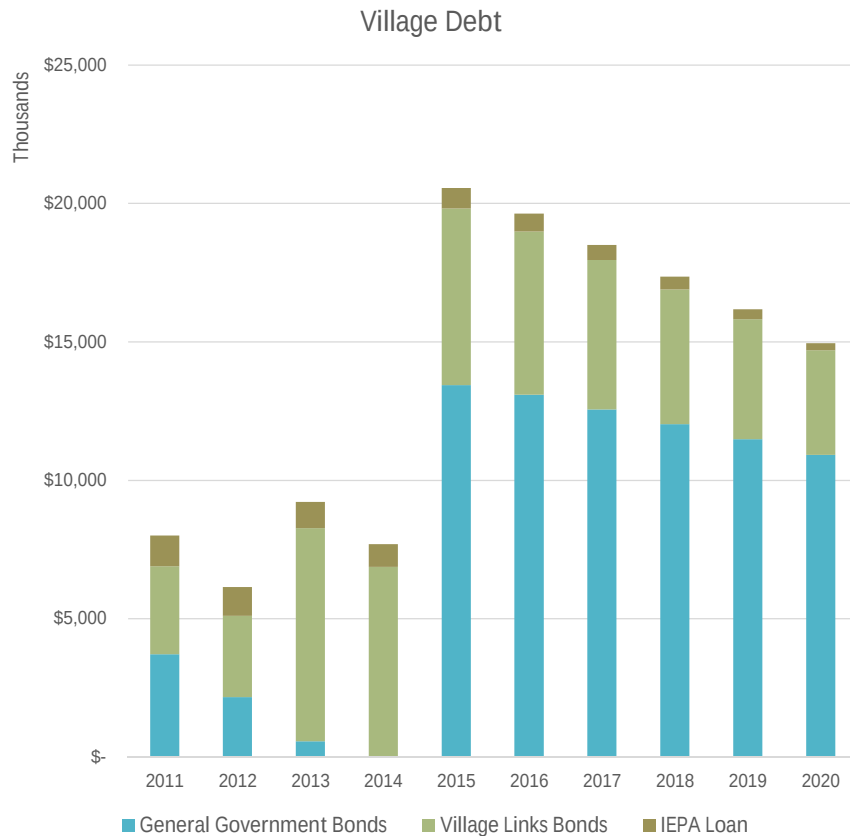
Project	Estimated Cost	Notes
CBD Pedestrian Tunnel	\$7,000,000	Unscheduled/Unfunded
Viaduct/Underpass	\$26,000,000	Unscheduled/Unfunded
CBD Parking Structure	\$4,000,000	Village portion of mixed use private development
Fire Station	??	Unscheduled/Unfunded
Train Station	??	Unscheduled/Unfunded

Next Steps for Capital Project Fund

- The Five Year Capital Plan will be updated as part of the budget cycle.
- The Village must await decisions in Springfield on any property tax freeze that is passed and must respond accordingly to update its Capital Projects Fund forecast and methodology.
- In preparation for the 2015 property tax levy, the Village Board must decide if it will continue to employ the tax cap philosophy.
- The Village Board must provide direction on unscheduled/unfunded projects and how to proceed forward.

LONG TERM LIABILITIES

Village Debt



- Issuance of General Government Bonds for police station project in 2015.
- Gradual debt repayment over the five year forecast.

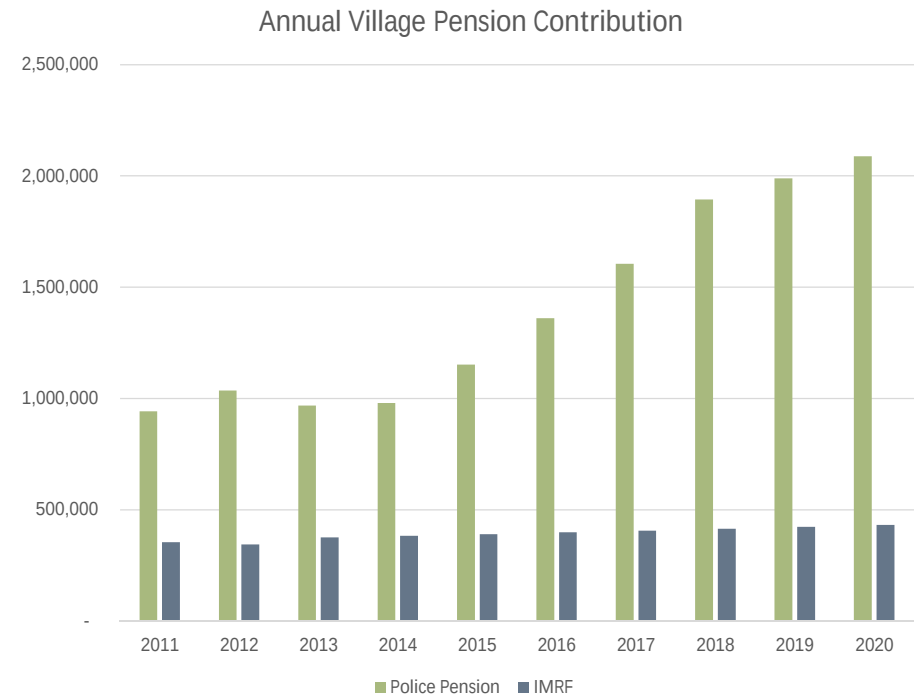
Village Pensions



- Village has two pensions, the Police Pension Fund and the Illinois Municipal Retirement Fund (IMRF).
- The increase in police pension is due to a duty disability and due to decreases in the investment rate return assumption in 2014 (and projected for 2015 and 2016).
- Beginning in 2016, the unfunded liabilities decrease assuming the actuarial assumptions are met.

Annual Village Pension Contributions

- Police Pension annual contributions growth are projected to grow at approximately 12.8% per year due to revision of actuarial assumptions.
- IMRF contributions are anticipated to increase minimally. The anticipated rate change from 2015 to 2015 is from 10.81% of covered payroll to 10.82%



Next Steps for Long Term Liabilities

- The Village will need to revisit the actuarial assumptions for the Police Pension this fall in preparation for the tax levy discussion.
- The Village will need to be mindful of the negative impact that the increasing pension contributions will have on the General Fund.