# VILLAGE OF BARTLETT COMMITTEE AGENDA MARCH 15, 2016

#### **PLANNING & ZONING**

Brewster Creek Business Park – Exeter Property Group Site Plan & Variations

Active Transportation Alliance - Kick Stand Classic Bike Race



# Agenda Item Executive Summary

Item Nan	Brewster Creek Business Park Lot 9C1- Exeter	or Board	Committee
BUDGET	IMPACT		
Amount:	N/A	Budgeted	N/A
List wha	N/A		
EXECUT	VE SUMMARY		
	in the corner side yard and to allow a reduction in 421,403 square foot building will be located on Lot 90		
ATTACH	MENTS (PLEASE LIST)		
CD Memo Plan	o, Applicant Cover Letter, Application, Location Map,  REQUESTED	Rendering, Site	e Plan, Elevations and Landscape
		11 .	7 : P 1 (A 1 (
f	or Discussion Only- to discuss the project and move for their review and to conduct the public hearing on the arther review.	orward to the 2 e variations an	d to the Plan Commission for
	esolution		
	rdinance		
	lotion		
Staff:	Jim Plonczynski, Com Dev Director	Date:	03/04/2016

Committee

#### COMMUNITY DEVELOPMENT MEMORANDUM

16-031

DATE:

March 4, 2016

TO:

Valerie L. Salmons, Village Administrator

FROM:

Jim Plongzynski, Community Development Director

RE:

(#15-24) Brewster Creek Business Park Lot 9C1 (Exeter)

#### **PETITIONER**

Jason Honesty, on behalf of Exeter Property Group

#### SUBJECT SITE

Lot 9C1 in the Brewster Creek Business Park, Unit 1, located at the southwest corner of Munger Road and Brewster Creek Blvd.

#### REQUEST

Site Plan Review and Variations (Loading docks in corner side yard and to allow a reduction in the required number of parking spaces)

#### **EXISTING AND PROPOSED CONDITIONS**

	Land Use	Comprehensive Plan	Zoning
Subject Site	Vacant	Mixed Use Business Park I-2	EDA
North	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
South	Detention	Mixed Use Business Park	I-2 EDA
East	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
West	Vacant	Mixed Use Business Park	I-2 EDA

#### DISCUSSION

- 1. The petitioner is requesting Site Plan Review for a proposed 421,403 square foot industrial building on Lot 9C1 in the Brewster Creek Business Park, Unit 1.
- The building will contain a maximum of two office spaces at this time, however; the
  petitioner may decide to add office space at some point in the future and if this occurs
  a Site Plan Amendment will be required.
- 3. The Site Plan shows 47 exterior docks, 23 on the north side and 24 on the south side

of the building. The I-2 EDA Zoning District requires the docks on the north side of the building to be enclosed and recessed 15 feet from the front building elevation due to their location along a corner side yard. The petitioner is requesting a variation from this requirement to allow for exterior loading docks on the north side of the building. To help meet the intent of the ordinance the building will be about 6' below the street elevation and heavily landscaped with 48 evergreen trees, 8 ft. in height to provide year round screening as well as large deciduous trees including Autumn Blaze *Maples* and Oak trees to screen the northern loading docks from Brewster Creek Boulevard.

- 4. The proposed building will be constructed with pre-cast concrete panels and is primarily beige in color with a yellow band around the building. The height of the building would be 40'-6" at the parapets located at the corners of the building.
- Two curb cuts are proposed along Brewster Creek Boulevard located along the north property line. Each access point would be for trucks and automobiles; however, the parking is located separate from the truck drive aisles.
- 6. The petitioner is requesting a variation to allow a reduction in the required number of parking spaces. The Site Plan identifies 227 parking spaces, including eight (8) handicapped accessible spaces. The Zoning Ordinances requires 449 spaces for this use. The plan however shows 222 future land banked parking spaces, which would increase the total parking provided on this site to 449 spaces and if constructed would meet the Zoning Ordinance requirements.

At this time there are no identified user(s) for this building and the number of employees that will be employed at this large facility is also unknown. Brewster Creek Business Park currently has a parking deficit for several properties that have grown/expanded over the years. As a result, Staff is of the opinion 100 stalls of the 222 land banked parking spaces located west of the proposed building (and east of the drive aisle) should be built at the time of construction of the building and other parking and a total of 122 parking stalls should be land banked.

The Petitioner also requests to install 40 truck trailer stalls and to land bank another 70 for the future. Staff is of the opinion trailer stalls shall be avoided on the north side of the property if possible and all truck trailer parking should be located on the south side of the property.

#### RECOMMENDATION

- The Staff recommends forwarding the petition to the Zoning Board of Appeals and Plan Commission for further review and to conduct the public hearing for the Variances.
- 2. Background materials are attached for your review and consideration.



December 23, 2015

Mr. Kevin Wallace Village Board Village of Bartlett 228 South Main Street Bartlett, IL 60103

Re:

Exeter - Lot 9C1 Development Application

Brewster Creek Business Park

Dear Mr. Wallace and Village Board Trustees:

Exeter Property Group has entered into a contract to purchase Lot 9C1 in Brewster Creek Business Park. Lot 9C1 is at the southwest corner of Munger Road and Brewster Creek Boulevard. The property is approximately 34.6 acres and the proposed development consists of a 421,403 square feet warehouse building along with surface parking lots.

The site is currently being mass graded by Elmhurst Chicago Stone in order to provide Exeter with a compacted and buildable site. Exeter plans to begin construction of the warehouse building in spring of 2017. We request that you approve the development application as submitted for the proposed development.

Please feel free to reach out to us with any questions you have regarding the development application.

Sincerely, V3 COMPANIES

Bryan C. Rieger, P.E. Project Manager

RECEIVED COMMUNITY DEVELOPMENT

DEC 2 3 2015

VILLAGE OF BARTLETT



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
Case # 2015-24

RECEIVED COMMUNITY DEVELOPMENT

FEB 1 6 2016

PROJECT NAME Exeter - Lot 9C1	1 20 1 0 2010
	VILLAGE OF
PETITIONER INFORMATION (PRIMARY CONTACT)	BARTLETT
Name: Josep Honesty - Exctor Paperty Group	
Street Address: 140 W. Germantown Pike, Suite 150	
City, State: Plymouth Meeting, PA	Zip Code: 60126
Email Address:	Phone Number: 610 - 234 - 321
Preferred Method to be contacted: Email	
PROPERTY OWNER INFORMATION	
Name: Elmhurst Chicago Stone Company	
Street Address: 400 West First Street	
City, State: Elmhurst, IL	Zip Code: 60126
Phone Number: 630-832-4000	
OWNER'S SIGNATURE: See ong. application	Date:
(OWNER'S SIGNATURE IS REQUIRED or A LETTE	ER AUTHORIZING THE PETITION
SUBMITTAL.)	
ACTION DECLIESTED (Disease shock all that apply)	
ACTION REQUESTED (Please check all that apply)	
Annexation Text Amendment	ee Drandov See Drandown
	ee Dropdov <sub>to</sub> _See Dropdown
Subdivision (preliminary) X Variation: Reduction of	f Parking and Truck Docks in Corner Side Yard
Subdivision (final)	
X Site Plan (please describe use: commercial, industrial,	square footage):
421,403 S.F. Industrial Building	
Unified Business Center Sign Plan	
Other (please describe)	

#### SIGN PLAN REQUIRED? No

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

#### **PROPERTY INFORMATION**

Common Addres	s/General Location of P	roperty: SWC of Brewst	er Creek & Munger
Property Index N	umber ("Tax PIN"/"Pa	rcel ID"): 01-05-204-007	
Zoning: Existin	g: I-2 EDA (Refer to Official Zoning Ma	Land Use: Existing	<sub>;:</sub> _Vacant
Propos	ed: I-2 EDA	Propose	d: Industrial
Comprehensive F	Plan Designation for this		
Acreage: <u>34.613</u>		(Refer to Futur	e Land Use Map)
For PUD's and S No. of Lot			
Minimum	Lot: Area	Width	Depth
Average L	ot: Area	Width	Depth
APPLICANT'S I Attorney	EXPERTS (If applicable, in	acluding name, address, phone a	nd email)
Engineer	V3 Companies 7325 Janes Avenue, 630-724-9200	Woodridge, IL 60517	
Other	Harris Architects - D	ouglas Knoeppel	
8	4801 Emerson Ave.	Suite 210, Palatine, III	
	Ph: 847-303-1155		

#### **FINDINGS OF FACT FOR SITE PLANS**

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)

1.	The proposed use is a permitted use in the district in which the property is located.
	The proposed industrial building is supported under the existing zoning I-2 EDA, consistent
	with neighboring properties to the north and west.
2.	The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
	The applicant will provide high qulaity buildings, with attractive architecture and
	landscaping. The accesses, off-street parking, lighting, landscaping, and site drainage
	have been designed to meet Code.
3.	The vehicular ingress and egress to and from the site and circulation within the site provides fo safe, efficient and convenient movement of traffic not only within the site but on adjacent roadway as well.
	The ingress and egress to and from the site will provide for the safe, efficient, and
	convenient movement of traffic.

1.	The site plan provides for the safe movement of pedestrians within the site.  The site plan provides for the safe movement of pedestrians within the site consistent with
	the adjacent industrial properties within the Brewster Creek Business Park.
5.	There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)
	The site landscape plan is in compliance with "Chapter 10-11A, Landscape
	Requirements", and is consistent with the adjacent industrial properties within the Brewster
	Creek Business Park.
	·
ó.	All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
	All outdoor storage areas shall conform to the Ordinance.

#### FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the ZBA and Village Board to review.)

1.	That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
	The site falls nearly 20' from the north property line to the south property line. This creates grading challenges for the site based upon the large industrial building use. Increased widths of green space are required around the perimeter of the property to provide for

appropriate grade transitions, which decreases the area available to provide parking on the

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

The proposed use of this building does not demand the amount of parking which is required in the ordinance. On similar projects the parking shown is sufficient to meet the need of the potential tenant. The landbank parking is shown to ensure the availability of additional code compliant parking if it is required at a later date.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The proposed variation is not based exclusively upon the desire to make more money out of the property. Plan this case the developer is confident that the parking provided by the proposed plan is adequate for potential industrial or warehouse tenants. In this case the variation requested results in a reduction of hardscape and a more environmentally friendly design. A land bank parking agreement will be prepared between the developer and the village to ensure additional parking will be installed in the case the need arrises if a different use enters the building. The truck docks on both sides of the building are also a necessity for the type of tenant this building will attract.

site.

4.	That the alleged difficulty or hardship is caused by the provisions of this Title and has not beer created by any person presently having an interest in the property.  The parking requirements and truck dock location for the I-2 EDA zoning district
	set forth by the provisions of this Title are the cause of the alleged difficulty.
5.	That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
	The granting of the requested parking and truck dock variation will not be detrimental to the public welfare nor will it be injurous to other property or improvments in neighboring area. If additional parking is required there is landbank parking which can be built to meet the code. Also the truck docks are 9'-13' below the roadway from Brewster Creek Boulevard (13' at the corner of Brewster Creek and Munger). We believe the landscaping as well as the significant grade drop will provide coverage which matches or exceeds other buildings in the business park.
6.	That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
	The proposed parking variation and truck docks will have no negative impacts on any of
	the above listed items.
7.	That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
	The granting of the proposed parking variance and truck docks in the side yard will not
	confer the application any special priviledge that is denied by the provisions of this Title to

#### **ACKNOWLEDGEMENT**

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.
PRINT NAME: ASO DISTA
DATE: 12 - 16 - 15

#### REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

JASON HOLESTY
NAME OF PERSON TO BE BILLED: EXETER PROPERTY GROWN
ADDRESS: 140 WEST GERMATONN PIKE Juiss 150
Permoura MEETING, PA 19462
PHONE NUMBER: 610-234-3211
EMAIL: horesty Gexeter pg.com
SIGNATURE:
DATE: 12-16-15

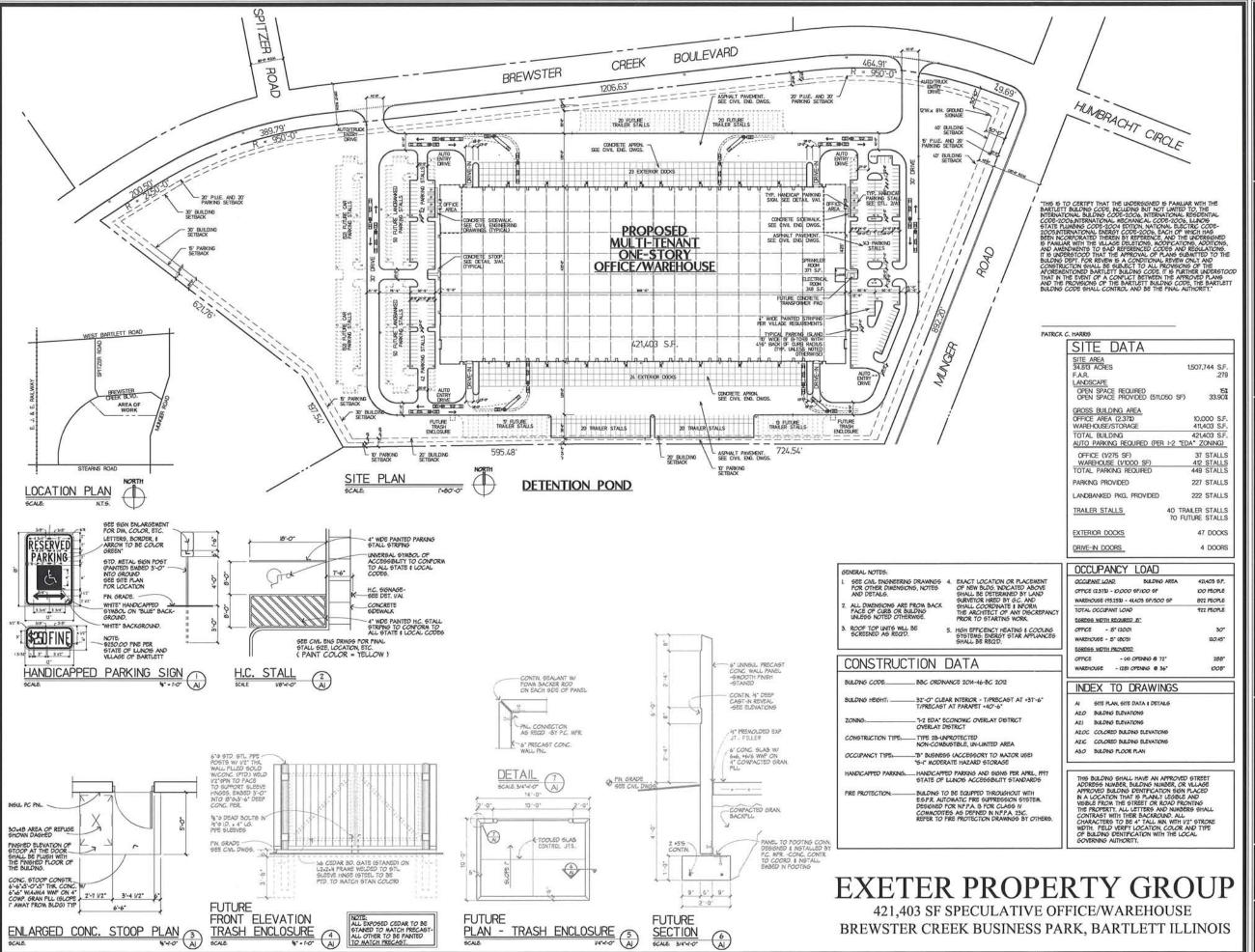
## Location Map Lot 9C1 PIN 01-05-204-007











EXETER



HARRIS ARCHITECTS INC

HAR 401 D690

REGISTRATION #184-000373

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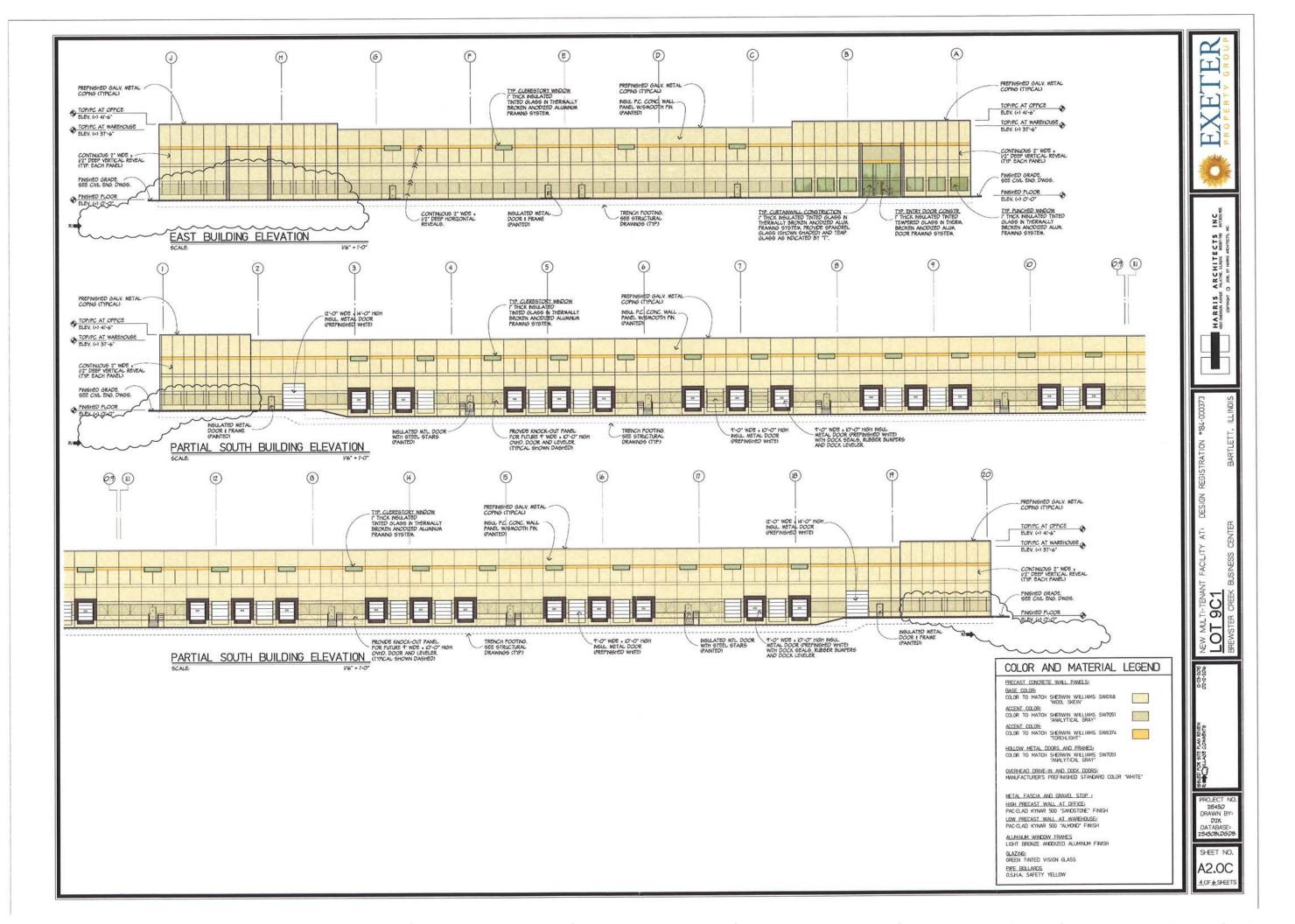
LOT 9C1

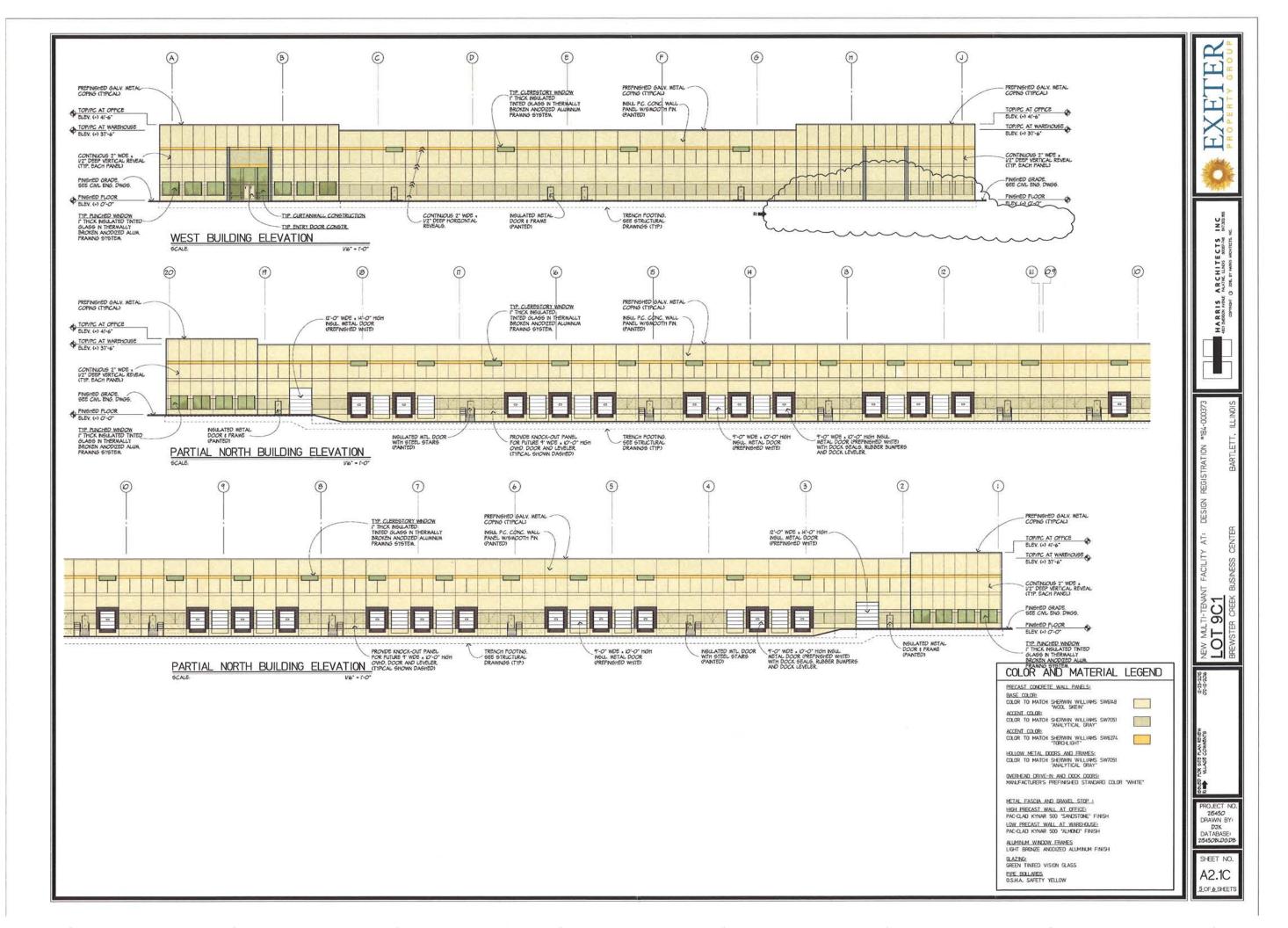
07-07-06 07-0-106 03-04-106

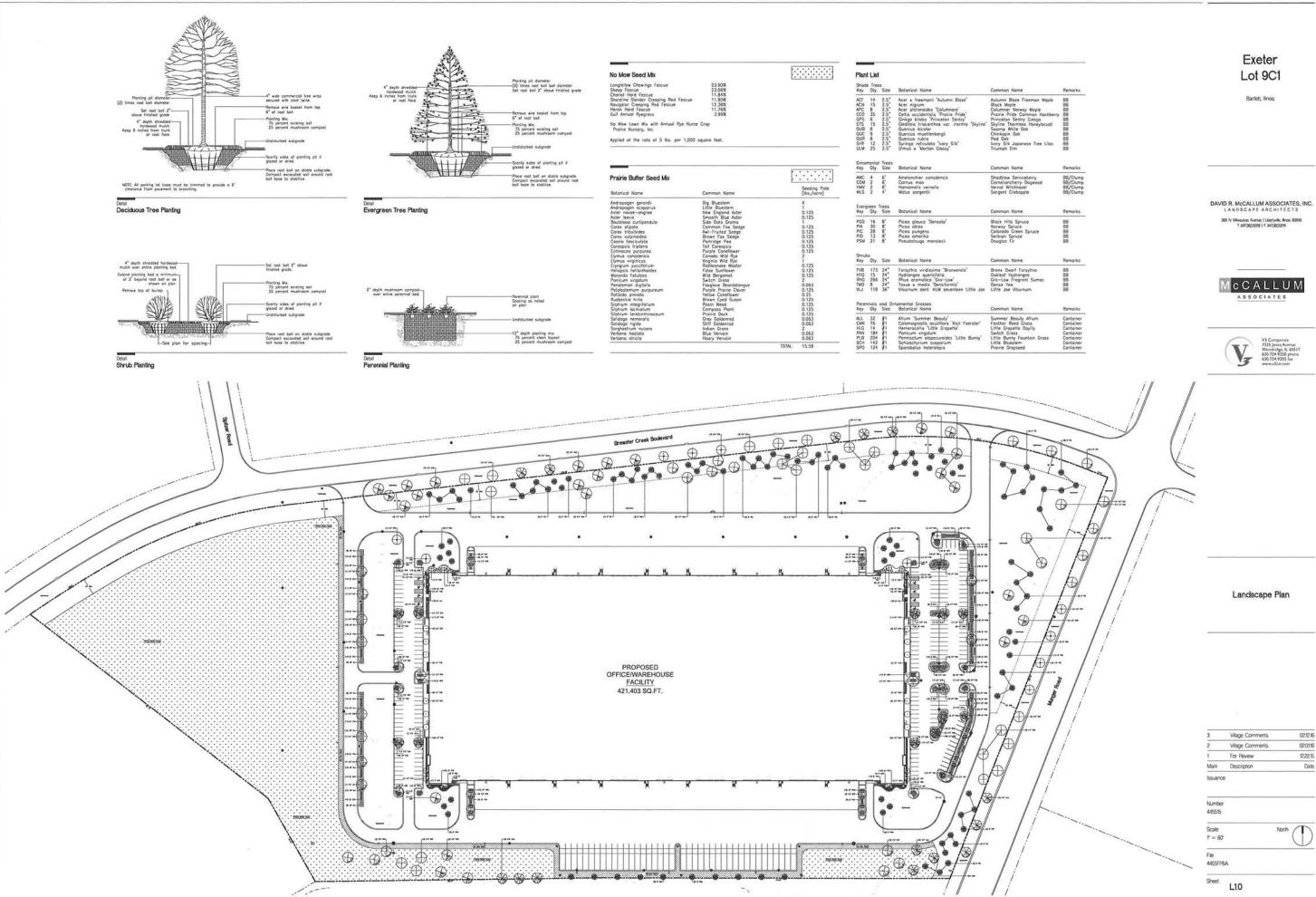
VILLAGE COMMENTS
VILLAGE COMMENTS

PROJECT NO. 25450 DRAWN BY: DJK DATABASE: 254506/IEDB

SHEET NO.
A1
LOF 6 SHEETS







/ark	Description	Date
	For Revew	12225
	Vilage Comments	02016
	Vlage Comments	021216



Item Name

# Agenda Item Executive Summary

Classic bike race Agreement

Active Transportation Alliance Kick Stand

BUDGET	IMPACT			
Amount:	N/A	Budgeted	N/A	
List what fund	t N/A			
EXECUTI	VE SUMMARY			
responsit	bilities for staging the inaugural e	vent in the Village on Sept	ember 25, 2016.	
	MENTS (PLEASE LIST)			
Resolutio	MENTS (PLEASE LIST) on approving the Agreement, Kick ctive Trans Financial Statement and		Alternate Bike Race	e route
Resolutio maps, Ac	on approving the Agreement, Kick		Alternate Bike Race	e route
Resolution maps, Acc	on approving the Agreement, Kick ctive Trans Financial Statement an		Alternate Bike Race	e route
Resolution maps, Action X For	on approving the Agreement, Kick ctive Trans Financial Statement and REQUESTED		Alternate Bike Race	e route
Resolution maps, Acc	on approving the Agreement, Kick ctive Trans Financial Statement and REQUESTED  Discussion Only:		Alternate Bike Race	e route
ACTION  X For  Resolution Resolut	on approving the Agreement, Kick ctive Trans Financial Statement and REQUESTED  Discussion Only: esolution		Alternate Bike Race	e route

Committee

or Board

Committee

#### COMMUNITY DEVELOPMENT MEMORANDUM

16-030

DATE:

March 7, 2016

TO:

Valerie L. Salmons, Village Administrator

FROM:

Jim Plonczynsk, D Director

RE:

Kick Stand Classic Bike Race Agreement

The Village Staff has been working with Active Transportation Alliance, a non for profit alternative transportation advocacy organization to stage the inaugural Kick Stand Classic Bike Race. This event is a timed bike race for all skill levels. The Village's Economic Development Commission recommended that additional events be held in the village to improve the local economy. The Kick Stand Classic is to be a new event held in the community on an annual basis if all goes well.

The recently formed Bike and Run Plan Advisory Committee will be reviewing the Kickstand Classic Bike Race routes and information at their meeting on March 10, 2016

The request for this race came from a call out from the DuPage Mayors and Managers and the Active Transportation Alliance to gauge the interest at the municipal level to staging this type of race. The Village was one of fifteen communities that submitted an initial interest. In further conversations and emails with the Active Trans Staff they believed that the Village has the expertise to hold this event.

As part of staging this event an Agreement between the Village and Active Transportation Alliance detailing the date, route, cost sharing, personnel and equipment required to stage the event needs to be approved by both parties.

The attached resolution authorizes the Village President to enter in to an Agreement with the Active Transportation Alliance to stage the Kick Stand Classic on September 25, 2016.

#### A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE ACTIVE TRANSPORTATION ALLIANCE FOR THE KICK STAND CLASSIC BIKE RACE

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Agreement dated April 5, 2016, between the Village of Bartlett and the Active Transportation Alliance (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, to the Reimbursement Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

#### **ROLL CALL VOTE:**

AYES:		
NAYS:		
ABSENT:		
PASSED:	April 5, 2016	
APPROVED:	April 5, 2016	
ATTEST:		Kevin Wallace, Village President
Lorna Giless, Vill	age Clerk	
	CERT	TIFICATION
Bartlett, Cook, Du complete and exa	Page and Kane Cou let copy of Resolution I 5, 2016, as the s	ertify that I am the Village Clerk of the Village of unties, Illinois, and that the foregoing is a true on 2016 enacted on April 5, 2016, and ame appears from the official records of the
		Lorna Giless, Village Clerk

#### Active Transportation Alliance Kickstand Classic Location Host Agreement 2016



To: Village of Bartlett

228 S. Main Street Bartlett, IL 60103

Valerie L. Salmons, Village Administrator

Phone 630-837-0800 Fax 630-837-0891

vlsalmons@vbartlett.org

From: Ron Burke

**Executive Director** 

Active Transportation Alliance 9 W. Hubbard St., Suite 402

Chicago, IL 60654

(312) 427-3325, ext. 228

(312) 427-4907 fax

ron@activetrans.org

Date: April 5, 2016

#### **AGREEMENT**

The Active Transportation Alliance, an Illinois not-for-profit organization ("Active Trans"), will produce the Kickstand Classic bike race in conjunction with the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois. The event will take place on public right of way within the corporate limits of the Village of Bartlett improved with roads and streets that are owned by and under the jurisdiction of the Village of Bartlett ("Bartlett Roads"). Proceeds from the event will support the nonprofit Active Transportation Alliance in their mission to improve biking, walking, and transit in the Chicago region. The event will be held on September 25, 2016.

#### 1. Bartlett will provide:

- a. All services and staff to ensure agreed upon route and closures of Bartlett Road ("Road Closures") on the date of the event.
- b. Village permitting and community outreach for Road Closures.
- c. Infrastructure for Road Closures (barricades, traffic cones, variable message boards, detour materials).
- d. Assistance in recruiting local volunteers to support the event
- e. Police Services for the day of event and overnight security after set-up on the day prior to the event.
- f. Ample Parking within one mile of the start/finish area
- g. Promotional support through Village outlets
- h. Free access to village water and electricity
- i. Mutually agreed upon additional resources to support the production of the event

#### 2. Active Trans will provide:

- a. Staff to plan and execute the event including sponsorship, marketing, logistics, registration, IT support, participant communications, liability assessment, volunteer recruitment and management, etc.
- b. Up to 25 staff members for support on the day of the event
- c. A robust regional marketing and PR plan, highlighting Bartlett as the event host
- d. Funding for event expenses, excluding those which Bartlett has agreed to provide
- e. Payment to Bartlett for the expenses outlined in the expense attachment.

#### 3. Insurance

Each party agrees to secure and maintain the following insurance in full force and effect throughout the Term of this Agreement: (i) commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate to cover bodily injury/and or property damage to third parties (including contractual liability coverage), and (ii) workers compensation coverage as required by law. To satisfy its obligation to provide stand-alone insurance, Bartlett shall obtain either policies of insurance, or maintain its membership in the Intergovernmental Risk management Agency ("IRMA"), which shall obtain policies which provide the coverage in amounts as set forth on Exhibit B attached to and made a part of this Agreement (the "Bartlett/IRMA Insurance Coverage"). Certificates evidencing proof of insurance shall be provided upon request. The insurance policies shall be written on an "occurrence" basis and shall provide for thirty (30) days' notice of any cancellation or modification of the policy. All insurance shall be written by companies having an A.M. Best's rating of at least A VII. The Village of Bartlett reserves the right to self-insure or provide insurance through IRMA for any and all exposures typically covered by the insurance policies listed herein. This provision shall survive the termination or expiration of this Agreement.

#### 4. Cross Indemnification

a. The Village of Bartlett agrees to defend, indemnify and hold Active Trans and its members, officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the gross negligence, willful and wanton acts, omissions, failures to act or misconduct of the Village of Bartlett, or its elected or appointed officials, officers, employees, agents, contractors, subcontractors, or representatives, or arising out of the condition of the Bartlett Roads, or the placement and erection of infrastructure for Road Closures, except to the extent any injuries, claims, demands, judgments, damages, losses or expenses arise out of or result from the negligence or misconduct of Active Trans, or any of its members, officers, employees, contractors, subcontractors, agents or representatives.

b. Active Trans agrees to defend, indemnify and hold the Village of Bartlett and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense arising out of, resulting from or alleged to arise out of or result from the gross negligence, willful or wanton acts, omissions, failures to act or misconduct of Active Trans, or of any of its members, officers, employees, agents, contractors, subcontractors, representatives, sponsors or volunteers in the use or occupancy of the Bartlett Roads during the event (including set up and take down), except to the extent any injuries, claims, demands, judgments, damages, losses or expenses arise out of or result from the negligence or misconduct of the Village of Bartlett, or of any of its officials, officers, employees, contractors, agents or representatives.

#### 5. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the parties under Section 4 above (entitled "Cross Indemnification"). The Village of Bartlett acknowledges that the Kickstand Classic is an outdoor event and that Active Trans has no control over acts of God, weather, road conditions or pre-existing signage along the event route.

#### 6. Conduct.

The parties and their respective employees, contractors and volunteers shall act in a legal, professional, and first class manner. Either party may request the other party to remove specific employee(s), contractor(s) or volunteer(s) from the event at any time due to gross negligence or willful or reckless acts.

#### 7. Cancellation

Each party shall be excused from performance under this Agreement and shall have no liability to the other party in the event that the Kickstand Classic is cancelled due to an Act of God, war, terrorism, civil disturbance, court order, or natural disaster. Bartlett and Active Trans will negotiate in good faith to agree upon a mutual plan of resolution if this situation occurs.

#### 8. Propriety Rights To Kickstand Classic

Nothing in this Agreement shall diminish the rights of Active Trans in regard to future production of a Kickstand Classic. The Kickstand Classic shall remain an event produced by, and for the benefit of, Active Trans, both during and after the Terms of this Agreement have expired. Active

Trans reserves the right to share benefits of this event with other charitable partners if agreements are reached that are in the best interest of both charities. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating Bartlett to approve or hold any future Kickstand Classic, or a bike marathon by another name, or renew or extend the term of this Agreement.

The parties have read this Agreement and agree to abide by the policies stated therein.
Date:
VILLAGE OF BARTLETT
By:
Date:
ACTIVE TRANSPORTATION ALLIANCE
Ву:
Name:
Title:

Please email or mail to Active Transportation Alliance, attn.: Rachel Gunderson, Sr. Manager of Event at Rachel@activetrans.org or 9 W. Hubbard St., Ste. 402, Chicago, IL 60654. Thank You!



#### Active Transportation Alliance Kickstand Classic Location Host Agreement 2016

#### **Expense Attachment**

To:	The Village of Bartlett, IL	From:	Ron Burke		
	Village President Kevin Wallace 228 S. Main Street	Executive Director Active Transportation Alliance 9 W. Hubbard St., Suite 402			
	Bartlett, IL 60103	Chicago, IL 60654			
		(312) 427-3325, ext. 228			
			(312) 427-4907 fax		
	KWallace@vbartlett.org		ron@activetrans.org		

Date: April 5, 2016

The Village of Bartlett has outlined the following expenses to support the production of the Kickstand Classic. The following costs will be divided evenly between the Village of Bartlett and the Active Transportation Alliance. The Active Transportation Alliance will provide additional resources, not governed by this agreement, to ensure a successful event.

The expenses outlined below come to a total of \$33,390.14. These resources will be facilitated and/or provided by the Village of Bartlett. They will be paid for by the Village of Bartlett. The Active Transportation Alliance will reimburse the Village of Bartlett for 50% of the final costs, up to but not exceeding, \$16,695.07 by a mutually agreed upon date. Should expenses for policing, public works, street closures, portable toilets and trash exceed the estimates below, the additional costs will be covered by the Village of Bartlett.

Village of Bartlett Outlined Costs						
Officer	Reg Hrs	Reg. Rate	OT Hrs	OT Rate	Total	Detail
Patrol 1			11	\$63.91	\$703.01	Overnight Security
Patrol 2			11	\$63.91	\$703.01	Overnight Security
Patrol 3			11	\$63.91	\$703.01	Overnight Security
Patrol 4			11	\$63.91	\$703.01	Overnight Security
Chief Williams					\$0.00	Traffic Control
DC Leonas					\$0.00	Traffic Control
DC Ullrich					\$0.00	Traffic Control
Cmdr Winterstein					\$0.00	Traffic Control
Cmdr McGuigan					\$0.00	Traffic Control

Cmdr Snider					\$0.00	Traffic Control
Sgt Pretkelis			6	\$78.23	\$469.38	Traffic Control
Sgt Naydenoff			6	\$74.79	\$448.74	Traffic Control
Sgt Yarwood			6	\$76.59	\$459.54	Traffic Control
Sgt Rummell/Sgt Durbin			6	\$78.23	\$469.38	Traffic Control
Sgt Crowley/Sgt Rybaski			6	\$78.23	\$469.38	Traffic Control
CSO Lacriola			6	\$46.87	\$281.22	Traffic Control
CSO Teevans			6	\$33.32	\$199.92	Traffic Control
CSO Johnson			6	\$32.51	\$195.06	Traffic Control
CSO Kollias			6	\$46.87	\$281.22	Traffic Control
PEO Evans			6	\$19.90	\$119.40	Traffic Control
Ofc Bosh			6	\$63.91	\$383.46	Traffic Control
Ofc Walsh			6	\$63.91	\$383.46	Traffic Control
Ofc Flores			6	\$63.91	\$383.46	Traffic Control
Ofc Anderson			6	\$63.91	\$383.46	Traffic Control
Ofc Sweeney			6	\$63.91	\$383.46	Traffic Control
Ofc Meade			6	\$63.91	\$383.46	Traffic Control
Ofc Jenkins			6	\$63.91	\$383.46	Traffic Control
Ofc Hecker			6	\$63.91	\$383.46	Traffic Control
Ofc Kmiecik			6	\$63.91	\$383.46	Traffic Control
Det Smith			6	\$63.91	\$383.46	Traffic Control
Det Alagna			6	\$63.91	\$383.46	Traffic Control
Det Rakiewicz			6	\$63.91	\$383.46	Traffic Control
Det Tavolacci			6	\$63.91	\$383.46	Traffic Control
Patrol 1			6	\$63.91	\$383.46	Traffic Control
Patrol 2			6	\$63.91	\$383.46	Traffic Control
Patrol 3			6	\$63.91	\$383.46	Traffic Control
Patrol 4			6	\$63.91	\$383.46	Traffic Control
Patrol 5			6	\$63.91	\$383.46	Traffic Control
Patrol 6			6	\$63.91	\$383.46	Traffic Control
Patrol 7			6	\$63.91	\$383.46	Traffic Control
Patrol 8			6	\$63.91	\$383.46	Traffic Control
Patrol 9			6	\$63.91	\$383.46	Traffic Control
Senior Street Maint. Worker	32	\$36.93			\$1,181.76	Set up Barricades
Street Maint. Workers (9)	198	\$34.17			\$6,765.66	Set up Barricades

Senior Street Maint. Worker	18	\$55.40	\$997.20	Set up Barricades
Street Maint. Workers (9)	162	\$51.26	\$8,304.12	Set up Barricades
Special Signs (In House at VoB)			\$1,500.00	Signs
Barricade Rental			TSI	Barricades
Portable Toilets			Republic	15 Festival Units
Trash and Liners			Republic	35 total boxes and lids with liners
		TOTAL	\$33,390.14	





The Risk Management Solution for Local Government

#### CERTIFICATE OF COVERAGE

**MEMBER**: Village of Bartlett

COVERAGE TERM: January 1, 2016 - December 31, 2016

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

**COVERAGES:** This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

#### Type of Coverage and Limits

Shall not be less than:

General Liability

Bodily Injury & Property Damage

Automobile Liability

Bodily Injury & Property Damage

Workers' Compensation

**Employers Liability** 

First Party Property - All Risk

(Includes Auto Comp./Collision)

\$1,000,000 Combined Single Limit

\$1,000,000 Combined Single Limit Statutory Limits

\$1,000,000 per occurrence

+ 1,000,000 pc. 0000...

\$250,000,000 per occurrence

REFERENCE: Evidence of coverage.

**TERMINATION:** Should the member named above terminate its participation in IRMA prior to December 31, 2016, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

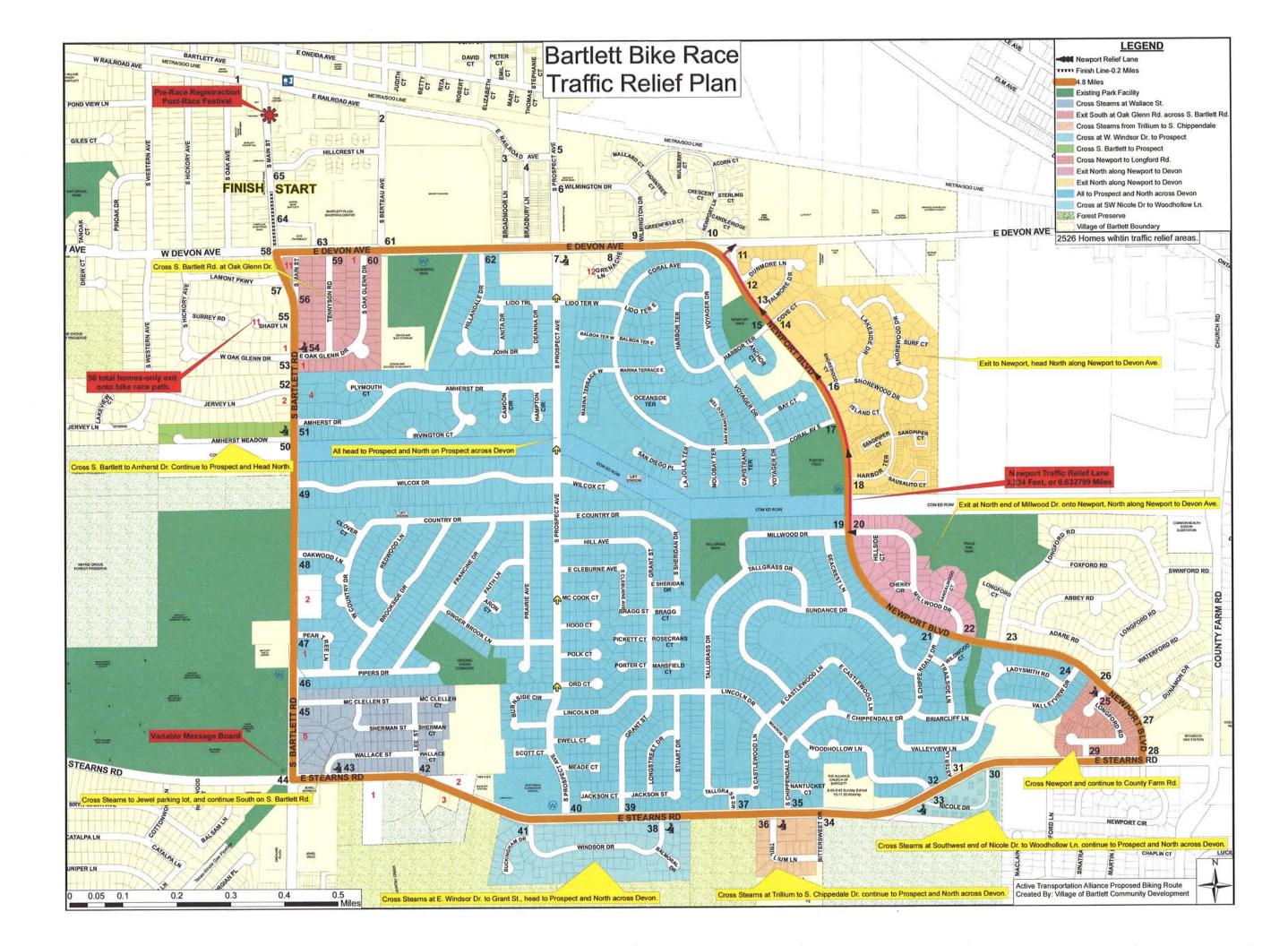
Authorized Representative of Intergovernmental Risk Management Agency:

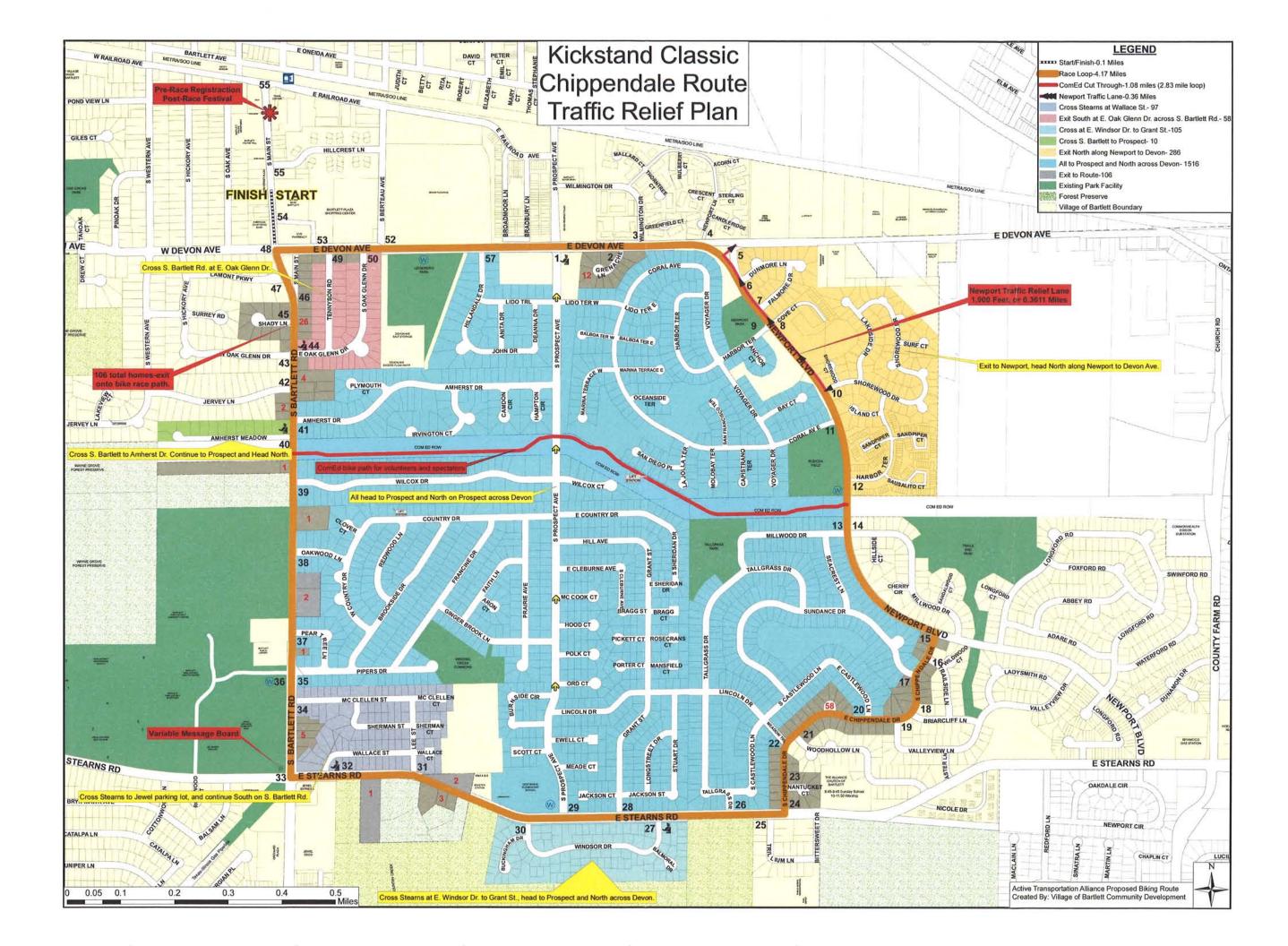
Margo Ely, Executive Director

CERTIFICATE HOLDER:

Copy to:

Date: January 1, 2016





# RECEIVED COMMUNITY DEVELOPMENT

FEB 2 6 2016

VILLAGE OF BARTLETT

#### **ACTIVE TRANSPORTATION ALLIANCE**

FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

SEPTEMBER 30, 2015 AND 2014

#### ACTIVE TRANSPORTATION ALLIANCE Index September 30, 2015 and 2014

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### WEISS, SUGAR, DVORAK & DUSEK, LTD.

Certified Public Accountants & Consultants 20 North Wacker Drive, Suite 2250 Chicago, Illinois 60606 Telephone: (312) 332-6622

Telephone: (312) 332-6622 Facsimile: (312) 332-3707 Stanley H. Weiss, CPA David S. Sugar, CPA Kenneth G. Dvorak, CPA Frank A. Dusek, CPA Robert Rehayem, CPA

#### INDEPENDENT AUDITORS' REPORT

Board of Directors ACTIVE TRANSPORTATION ALLIANCE Chicago, Illinois

#### Report of Financial Statements

We have audited the accompanying financial statements of ACTIVE TRANSPORTATION ALLIANCE (an Illinois nonprofit organization), which comprise the statements of financial position as of September 30, 2015 and 2014, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

The Organization's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ACTIVE TRANSPORTATION ALLIANCE as of September 30, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 14, 2016, on our consideration of ACTIVE TRANSPORATION ALLIANCE's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standard* in considering ACTIVE TRANSPORATION ALLIANCE's internal control over financial reporting and compliance.

Weiss, Sugar, Dvorak & Dusek, Ltd.

Chicago, Illinois January 14, 2016

## ACTIVE TRANSPORTATION ALLIANCE Statements of Financial Position September 30, 2015 and 2014

		2015			2014		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted		Total
Cash and cash equivalents Investments	\$ 257,358	\$ 70,000	\$ 327,358	\$ 275,325	\$ 116,592	ь	391,917
Accounts, grants, contracts and pledges receivable net of allowance for doubtful accounts of \$10,000	811,083	107,373	918,456	778,189	37,500		815,689
Inventory Prepaid expense	1,284		1,284	3,964			3,964
Deposits Property and equipment, net of accumulated depreciation of \$189.783 and \$167.716 respectively	10,000		10,000	11,040			11,040
TOTAL ASSETS	\$ 1,163,056	\$ 177,373	1,340,429	\$ 1,166,202	\$ 154,092	-	1,320,294
LIABILITIES AND NET ASSETS							
ABILITIES							
Accounts payable and accrued expense Accrued payroll, payroll taxes, benefits and vacation Deferred income	\$ 32,102 111,968 100	69	\$ 32,102 111,968	\$ 135,754 119,250	↔	€>	135,754 119,250
Funds held as fiscal agent	2,111		2,111	2,041			2,041
Total Liabilities	146,281		146,281	270,045			270,045
ET ASSETS Unrestricted net assets Temporarily restricted net assets Permanently restricted net assets	1,016,775	177,373	1,016,775	896,157	154,092		896,157 154,092
Total Net Assets	1,016,775	177,373	1,194,148	896,157	154,092		1,050,249
TOTAL LIABILITES AND NET ASSETS	\$ 1,163,056	\$ 177,373	\$ 1,340,429	\$ 1,166,202	\$ 154,092	\$	\$ 1,320,294

See independent auditors' report and notes to financial statements.

# ACTIVE TRANSPORTATION ALLIANCE Statements of Activities For the Years Ended September 30, 2015 and 2014

		2015			2014	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		Temporarily			Temporarily	
SUPPORT AND REVENUE	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Support:						
Contract revenue	\$ 1,238,525	₩	\$ 1,238,525	\$ 1,426,488	49	\$ 1,426,488
Contributions and grants	485,548	177,373	662,921	314,550	142,250	456,800
Donated goods and services	164,648		164,648	52,486		52,486
Total Support	1,888,721	177,373	2,066,094	1,793,524	142,250	1,935,774
Revenue:						
Membership dues	139,212		139,212	132,522		132,522
Program events	1,242,395		1,242,395	1,189,390		1,189,390
Sales of merchandise	70,927		70,927	63,768		63,768
Interest and investment income	371		371	637		637
Other	6,564		6,564			
Net assets released from restriction	154,092	(154,092)		65,523	(65,523)	
Total Revenue	1,613,561	(154,092)	1,459,469	1,451,840	(65,523)	1,386,317
TOTAL SUPPORT AND REVENUE	3,502,282	23,281	3,525,563	3,245,364	76,727	3,322,091
EXPENSES						
Program services	2,913,591		2,913,591	2,844,602		2,844,602
Management and general	348,528		348,528	326,240		326,240
Fundraising	119,545		119,545	95,206		95,206
Total Expenses	3,381,664		3,381,664	3,266,048		3,266,048
CHANGE IN NET ASSETS	120,618	23,281	143,899	(20,684)	76,727	56,043
NET ASSETS - BEGINNING OF YEAR	896,157	154,092	1,050,249	916,841	77,365	994,206
NET ASSETS - END OF YEAR	\$ 1,016,775	\$ 177,373	\$ 1,194,148	\$ 896,157	\$ 154,092	\$ 1,050,249

### ACTIVE TRANSPORTATION ALLIANCE Statements of Functional Expenses For the Years Ended September 30, 2015 and 2014

			2015	2			2(	2014			
		Management	Ħ				Management				
	Program	and General	1200	Fundraising	Total	Program	and General	Fundraising	ing	Total	
Salaries and wages	\$ 1,276,783	\$ 226,364	8	75,074	\$ 1,578,221	\$ 1,351,141	\$ 230,505	\$ 64,819		\$ 1,646,465	465
Payroll taxes	118,842	21,070	0	6,988	146,900	110,190	18,798	4,8	4,827	133,	133,815
Employee benefits	112,572	19,958	00	6,619	139,149	112,175	19,638	5,7	5,773	137.	137,586
Programs and events	598,925				598,925	434,269				434	434,269
Professional services	28,736	23,379	6	8,928	61,043	48,241	4,479		1,600	54,	54,320
Contract expense	425,117				425,117	391,883				391,	391,883
Supplies and office expense	91,682	11,728	80	4,798	108,208	88,896	12,310	3,4	3,465	104,67	,671
Occupancy	91,923	16,297	7	5,405	113,625	90,343	15,413	4,3	4,338	110,	110,094
Telephone and internet	20,182	3,578	œ	1,187	24,947	14,292	2,438	9	989	17,	17,416
Insurance	34,517	6,119	0	2,030	42,666	29,629	5,055	4,1	1,421	36,	36,105
Printing	26,406				26,406	21,599				21,	21,599
Postage	3,636	1,110	0	6,995	11,741	6,584	1,170		7,231	14,	14,985
Travel and meetings	11,183	6,401	τ-	471	18,055	14,287	5,189			19,	19,476
Membership and promotion	36,406				36,406	32,017				32,	32,017
Cost of inventory items sold	2,680				2,680	6,124				6,	6,124
Bad debts	16,149				16,149	71,121				71,	71,121
Miscellaneous		9,359	0		9,359		7,523			7.	7,523
Depreciation	17,852	3,165	12	1,050	22,067	21,811	3,722	1,0	1,046	26,	26,579
Total	\$ 2,913,591	\$ 348,528	81	119,545	\$ 3,381,664	\$ 2,844,602	\$ 326,240	\$ 95,206		\$ 3,266,048	,048

See independent auditors' report and notes to financial statements.

### ACTIVE TRANSPORTATION ALLIANCE Statements of Cash Flows For the Years Ended September 30, 2015 and 2014

		2015		2014
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$	143,899	\$	56,043
Adjustments to reconcile change in net assets				
to net cash from operating activities:				
Depreciation		22,067		26,579
Bad debts		16,149		71,121
Realized loss on investments				933
Unrealized (gain) loss on investments		150		(1,121)
Change in accounts, grants and contract receivable		(118,916)		(314,859)
Change in inventory		2,680		7,844
Change in prepaid expense		(11,209)		(12,408)
Change in deposits		1,040		520
Change in accounts payable and accrued expense		(110,934)		(103, 328)
Change in deferred income		(12,900)		13,000
Change in funds held as fiscal agent	_	70	-	(32,752)
NET CASH (USED) BY OPERATING ACTIVITIES	_	(67,904)	-	(288,428)
CASH FLOWS FROM INVESTING ACTIVITIES				
Sale of investments		20,477		2,056
Net change in investment cash and CD		105		603
Purchase of equipment		(17,237)		(4,949)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES		3,345	_	(2,290)
NET (DECREASE) IN CASH AND CASH EQUIVALENTS		(64,559)		(290,718)
		(1/		1
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	_	391,917	-	682,635
CASH AND CASH EQUIVALENTS - END OF YEAR	\$	327,358	\$	391,917
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATIO			•	•
Cash paid for interest	\$	0	\$	0

### ACTIVE TRANSPORTATION ALLIANCE Notes to Financial Statements September 30, 2015 and 2014

### NOTE 1 - DESCRIPTION OF ORGANIZATION

The mission of Active Transportation Alliance (the "Organization") is to make bicycling, walking and public transit so safe, convenient and fun that residents of the Chicago area will achieve a significant shift from environmentally harmful, sedentary travel to clean, active travel. For over 30 years, the Organization has advocated for transportation that encourages and promotes safety, physical activity, health, recreation, social interaction, equity, environmental stewardship, and resource conservation. The Organization has developed a strategic plan that outlines a 20-year vision for a more livable region in which half of all trips are made by walking, biking or transit, with half as many traffic crashes.

Active Transportation Alliance was incorporated in 1985 as an Illinois not-for-profit corporation as the Chicagoland Bicycle Federation, an all-volunteer organization of bicyclists who sought to promote bicycling and fight for the safety of bicyclists on the road. Along the way, the Organization attracted members, donors, and political allies through years of respected work in bicycle safety, planning, and promotion. Since 1999, more than \$100 million worth of trails, bike lanes, bike racks and other projects became a reality because the Organization was helping, asking, training and working. In 2008, the Organization introduced a new brand and expanded mission statement to include advocating for pedestrians and transit users, and officially changed its name to Active Transportation Alliance. Today, the Organization has grown to become the largest advocacy organization for walking, biking and transit in the U.S. With over 7,000 members and 35 professional staff, along with donors and partners, stand poised to take on the next 25 years to make Chicagoland the most walkable, bikeable and transit friendly region in the country.

The major programs of the Organization are as follows:

### Movement Building

The purpose of these programs is to demonstrate active transportation through events and activities.

### Safety and Encouragement

The purpose of these programs and campaigns is to reduce bicycle and pedestrian crashes and injuries and increase active transportation.

### World Class Network

The purpose of these programs is to enhance the size, safety, and convenience of the linear network through infrastructure improvement.

During May 2015, the Organization incorporated Walk Bike Go, a related Organization resulting from common control. In August 2015, notification was received from the Internal Revenue Service that Walk Bike Go was recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code. Walk Bike Go will focus on fee-for-service work while also exploring innovative mission-aligned partnerships and ventures, helping to amplify the Organization's goals of creating communities that are healthy, vibrant and environmentally

### NOTE 1 - DESCRIPTION OF ORGANIZATION (Continued)

friendly through better biking, walking and transit. No activity has occurred on the books of Walk Bike Go through September 30, 2015, and it is anticipated that activity during the year ended September 30, 2016 will be consolidated into the Organization's financial statements.

### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### Accounting Method

The Organization's financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. These financial statements have been prepared to focus on the Organization as a whole. Net assets and revenue, expenses, and gains and losses are classified based on the existence or absence of donor imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

### Permanently Restricted Net Assets

Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The Organization had no permanently restricted net assets.

### Temporarily Restricted Net Assets

Net assets subject to donor imposed stipulations that may be met by the actions of the Organization or by the passage of time.

### **Unrestricted Net Assets**

Net assets not subject to donor imposed stipulations and represent expendable resources that are available for operations at management discretion.

### Contributions

All contributions and non-governmental grants are considered to be available for unrestricted use unless specifically restricted by the donor for specific purposes. Amounts that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Restricted contributions received and spent in the same year are treated as unrestricted support.

### Support, Revenue and Accounts Receivable

The Organization receives its grant and contract support from various Federal, State and Local governmental units, as well as individuals, foundations, and corporations. Support received from those grants and contracts is recognized based on their contract length, or by other contract provisions of the specific contract. When temporarily restricted net assets are reclassified to unrestricted net assets, those net assets are reported in the statement of activities as net assets released from restrictions.

### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Support, Revenue and Accounts Receivable (Continued)

Accounts receivable are generally considered by management to be fully collectible, based on the Organization's history. However, an allowance for doubtful accounts has been established in the amount of \$10,000 to provide for any small uncollectable accounts, and this was recorded for the years ended September 30, 2015 and 2014.

### Membership Dues

Revenue from membership dues is recognized when received.

### Pervasiveness of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and operations, and the related disclosures at the date of the financial statements and during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

For purposes of reporting cash flows, cash and cash equivalents include all highly liquid investments purchased with an original maturity of three months or less.

### Promises to Give

Unconditional promises to give are recognized as revenue in the period the promise is received. Promises to give are recorded at net realizable value if they are expected to be collected in one year and at fair value if they are expected to be collected in more than one year.

### Investments

Investments are stated at fair value (as described in Note 4) based on quoted market prices.

### Property and Equipment

Property and equipment are recorded at cost. Donations for property and equipment are recorded as support at their estimated fair value. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. All property and equipment are depreciated using the straight-line method over the useful lives of the assets.

The Organization capitalizes those assets of \$1,000 or more with an estimated useful life greater than one year. Depreciation is calculated using the straight-line method, over periods of 3 to 5 years. Depreciation for the years ended September 30, 2015 and 2014 amounted to \$22,067 and \$26,579, respectively.

### Compensated Absences

Compensated absences consist of accumulated unused vacation days. The total compensated absences at September 30, 2015 and 2014, amounted to \$32,447 and \$40,065, respectively.

### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Advertising Costs

The Organization expenses all advertising costs in the period incurred.

### **Functional Allocation of Expenses**

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefitted. Direct expenses are charged to the related program. Indirect expenses are allocated to each program in proportion to the services provided.

### **Donated Services and In-Kind Contributions**

The Organization receives donations of professional services, advertising, meeting room space, food and beverage, and raffle prizes. The estimated value of these donations amounted to \$164,648 and \$52,486 for the years ended September 30, 2015 and 2014, respectively. The value of these donated services and materials are recognized as revenues and expenses in the statement of activities. Additionally, individuals volunteer their time and perform a variety of services that do not meet the criteria for recognition as contributed services.

### Long Lived Assets

Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset. Fair value is based on market quotes, if available, or is based on valuation techniques. There were no impairment losses recognized during the years ended September 30, 2015 and 2014.

### NOTE 3 - INVESTMENTS

Investments at September 30, 2015 and 2014 are summarized as follows:

	20	15			20	14	
	ARKET 'ALUE	<u>C</u>	OST		ARKET /ALUE		COST
Equities and equity funds Certificate of deposit	\$ 1,577	\$	738	\$	1,727 20,477	\$	738 20,477
Cash	(2)		(2)	_	103		103
	\$ 1,575	\$	736	\$	22,307	\$	21,318

### NOTE 3 - INVESTMENTS (Continued)

Investment income for each of the respective years ended September 30, 2015 and 2014 is as follows:

	2	2015	1	2014
Interest and dividends	\$	521	\$	449
Unrealized gain		(150)		1,121
Realized loss				(933)
Total	\$	371	\$	637

### **NOTE 4 - FAIR VALUE MEASUREMENTS**

The Organization complies with the provisions of Accounting Standards Codification 820 (ASC 820), "Fair Value Measurements and Disclosures". Under ASC 820, fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e, the "exit price") in an orderly transaction between market participants at the measurement date.

The Organization's significant financial instruments are investments. The carrying values of these financial instruments recorded in the accompanying statement of financial position approximate fair value.

ASC 820 establishes a tri-level fair value hierarchy that describes the inputs that are used to measure the fair values of respective assets and liabilities as follows:

Level 1 Fair value is derived from accessible unadjusted quoted prices in active markets for identical assets or liabilities. Investments comprised of common stocks and mutual funds have been valued using level 1 inputs.

Level 2 Fair value is derived from observable inputs that include: quoted market prices for similar assets or liabilities in active markets or inactive markets; inputs other than quoted prices that are observable in the market and can be corroborated by observable market data for substantially the full term of the asset or liability's life. The Organization does not currently hold any Level 2 assets or liabilities, which are required to be disclosed in accordance with ASC 820.

Level 3 Fair value is derived from unobservable inputs, calculated by the use of pricing models and/or discounted cash flow methodologies and, may require significant management judgment or estimation. The Organization does not currently hold any Level 3 assets or liabilities, which are required to be disclosed in accordance with ASC 820.

The fair value inputs can vary between securities as they are affected by a wide variety of factors, including, the security type, market liquidity, etc. To the extent, valuation is based upon models or inputs that are less observable or unobservable, the determination of fair value requires more judgment.

### NOTE 4 - FAIR VALUE OF INVESTMENTS (Continued)

The following table sets forth the Organization's investments measured at fair value on a recurring basis and the basis of measurement at September 30, 2015 and 2014:

	200 PA(100	ents at Fair Va ptember 30, 2	
	Level 1	Level 2	Level 3
Equities and equity funds Cash	\$ 1,577 (2)	\$	\$
	\$ 1,575	\$	\$
		ents at Fair Va	
	Level 1	Level 2	Level 3
Equities and equity funds Certificate of deposit Cash	\$ 1,727 20,477 103	\$	\$
	\$ 22,307	\$ 0	\$ 0

### NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment as of September 30, 2015 and 2014, is summarized as follows:

	<u>2015</u>	2014
Furniture and equipemnt Less:	\$229,860	\$ 212,623
Accumulated depreciation	_(189,783)	(167,716)
	\$ 40,077	\$ 44,907

### NOTE 6 - BANK LINE OF CREDIT

The Organization has a line of credit with a bank which provides borrowings up to \$200,000 with no stated maturity date. Advances bear interest at bank's Prime rate plus 1% and are secured by all Organization assets. The credit line was not drawn down as of September 30, 2015 or 2014.

### NOTE 7 - RESTRICTIONS AND LIMITATIONS ON NET ASSETS

At September 30, 2015 and 2014, the Organization recorded \$177,373 and \$154,092, respectively, in temporarily restricted net assets for grants received for project expenditures in subsequent years. Those net assets consisted of funds from the following entities:

	2015	2014
American Heart Association	\$ 107,373	\$
Good Heart Work Smart	40,000	
Blue Cross/Blue Shield Curriculum		45,592
Law Office of Brendan H. Kevenies		25,000
Chicago Community Trust	25,000	73,500
Other	5,000	10,000
	\$ 177,373	\$ 154,092

### NOTE 8 - LEASE COMMITTMENTS

### Office Lease

The Organization leases approximately 5,500 square feet of office facilities under the terms of a lease that commenced on May 1, 2008 and was renewed for a period of five years on January 16, 2013. The lease currently is due to expire on October 30, 2017. A security deposit of \$10,000 is on deposit with the landlord. Scheduled aggregate lease payments for the periods subsequent to September 30, 2015, is as follows:

2016	\$ 111,188
2017	114,523
2018	9,567
	\$ 235,278

Pursuant to lease terms, the Organization has the right to exercise an extension of the lease term for a period of five years, through October 30, 2022.

Rent expense under this operating lease amounted to \$107,949 and \$104,805 for the years ended September 30, 2015 and 2014, respectively.

### Other Leases

In December 2013, the Organization entered into a lease for certain software effective January 1, 2014. The software lease requires quarterly installment payments amounting to \$9,144 through December 31, 2016.

In January 2014, the Organization entered into a copier equipment lease which requires 63 monthly payments of \$243.

### NOTE 8 - LEASE COMMITTMENTS (Continued)

### Other Leases (Continued)

The future minimum rental payments for the software and copier leases for the periods subsequent to September 30, 2015, are as follows:

	oftware <u>Lease</u>	Copier <u>Lease</u>	Total
2016	\$ 36,576	\$ 2,910	\$ 39,486
2017	9,144	2,910	12,054
2018		2,910	2,910
2019		1,455	1,455
	\$ 45,720	\$ 10,185	\$ 55,905

### NOTE 9 - INCOME TAXES AND UNCERTAIN TAX POSITIONS

The Organization is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code, and as such, is generally exempt from income tax except for any unrelated business taxable income (UBIT). It qualifies for charitable contribution deductions under Section 170(b)(1)(iii) and has been classified as an organization that is not a private foundation under Section 509(a)(1).

Accounting standards provide guidance for how certain tax positions should be recognized, measured, disclosed and presented in the financial statements. This requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Organization's returns to determine whether the tax positions are "more-likely-than-not" of being sustained "when challenged" or "when examined" by the applicable tax authority. Tax positions not deemed to meet the more-likely-than-not threshold would be recorded as a tax benefit and asset or expense and liability in the current year. The Organization files returns in the U.S. federal jurisdiction and Illinois state jurisdiction. The Organization is no longer subject to U.S. federal and state examinations by tax authorities for years before September 2012. As of and for the year ended September 30, 2015, management has determined that there are no uncertain tax positions.

### **NOTE 10 - RETIREMENT PLAN**

Effective January 1, 2008 (amended April 15, 2015), the Organization adopted a 401(k) retirement plan available to all employees. The Organization, at its discretion, may make an elective contribution to each employee's account, based on a percentage of the employee's salary. Employer contributions vest to the employee at a rate of 25% per year commencing in year one, with full vesting after four years of service. Forfeited contributions will reduce the Organization's contribution to the plan. The Organization made contributions to the plan of \$14,816 and \$13,203, respectively during the years ended September 30, 2015 and 2014.

### **NOTE 11 - CONCENTRATIONS OF RISK**

The Organization has concentrated its credit risk for cash by maintaining deposits in financial institutions which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

At September 30, 2015 and 2014 one governmental agency owed the Organization \$570,021 and \$507,125 respectively.

### **NOTE 12 - SUBSEQUENT EVENTS**

The date through which events occurring after September 30, 2015 have been evaluated for possible adjustment to the financial statements or disclosure is January 14, 2016, which is the date on which the financial statements were available to be issued.

### Weiss, Sugar, Dvorak & Dusek, Ltd.

Certified Public Accountants & Consultants 20 North Wacker Drive, Suite 2250 Chicago, Illinois 60606

Telephone: (312) 332-6622 Facsimile: (312) 332-3707 Stanley H. Weiss, CPA David S. Sugar, CPA Kenneth G. Dvorak, CPA Frank A. Dusek, CPA Robert Rehayem, CPA

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors ACTIVE TRANSPORTATION ALLIANCE Chicago, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of ACTIVE TRANSPORTATION ALLIANCE (an Illinois nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 14, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered ACTIVE TRANSPORTATION ALLIANCE's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of ACTIVE TRANSPORTATION ALLIANCE's internal control. Accordingly, we do not express an opinion on the effectiveness of ACTIVE TRANSPORTATION ALLIANCE's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Internal Control Over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section as was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters** 

As part of obtaining reasonable assurance about whether ACTIVE TRANSPORTATION ALLIANCE's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion of the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weiss/Su

Sugar, Dvorak & Dusek, Ltd.

Chicago, Illinois January 14, 2016



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Tanya Hurst	NAME OF THE PARTY	
McKay Insurance	Agency, Inc.	PHONE (A/C, No, Ext): (641) 842-2135	FAX (A/C, No): (641	) 828-2013
106 East Main S	treet	E-MAIL ADDRESS: thurst@mckayinsagency.		
P O Box 151		INSURER(S) AFFORDING COVER	RAGE	NAIC#
Knoxville	IA 50138	INSURER A Nationwide Mutual Insu	rance Co	23787
INSURED		INSURER B AMCO Insurance Company	7	19100
ACTIVE TRANSPORT	TATION ALLIANCE	INSURER C Technology Insurance C	Company	42376
9 W HUBBARD ST	STE 402	INSURER D : Federal Insurance Comp	any	
		INSURER E:	3	
CHICAGO	IL 60654-6545	INSURER F:		
COVEDACES	CEDTIFICATE NUMBER CT	1 5 2 1 0 4 1 4 7 0	I MUMPED.	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			ACPGL07135490360	3/6/2015	3/6/2016	MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
A	ANY AUTO					BODILY INJURY (Per person)	S	
A	ALL OWNED SCHEDULED AUTOS		ACPBA7135490360	3/6/2015	3/6/2016	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	s	
						Uninsured motorist combined	S	1,000,000
	X UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	2,000,000
В	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	2,000,000
	DED RETENTION\$		ACPCAA7125490360	3/6/2015	3/6/2016		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N					X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$	500,000
C	(Mandatory in NH)		TARIL41601-03	3/6/2015	3/6/2016	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,000
D	Directors & Officers		6804-8990	7/27/2012	7/27/2015	Directors & Officers Employment Practices		\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION				
PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	AUTHORIZED REPRESENTATIVE				
	Tanya Hurst/TANYA Sampa Frust				

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