VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 18, 2020
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. *CONSENT AGENDA*

All items listed with an asterisk* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.

*6. MINUTES: Board and Committee Minutes – February 4, 2020
*7. BILL LIST: February 18, 2020
8. TREASURER'S REPORT: December, 2019
Sales Tax Report – October, 2019
Motor Fuel Tax Report – November, 2019

9. PRESIDENT'S REPORT: Human Trafficking Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: **(Note: Three (3) minute time limit per person)**
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
1. Resolution Supporting and Consenting to the Sustainable Energy Relief Class 6b Property Tax Incentive Eligibility Application of Welch Bros., Inc. for 2115 Graham, Bartlett, IL
*2. Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2020

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA
1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
*1. Resolution Approving of Disbursement Request for Payout No. 14 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE
1. BAPS Amplifier Permit

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
1. Ordinance Amending Title 5 of the Bartlett Municipal Code to Add New Chapter 11 Thereto Entitled "Use of Tobacco Products and Alternative Nicotine Products Prohibited on Village Owned Park Property"

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
1. None

13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT

VILLAGE OF BARTLETT
BOARD MINUTES
February 4, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of February, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Jim Dipalma from Encounter Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Camerer stated that he would like to add Item 2 under Public Works, Ordinance 2020-11-R, a Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and V3 Companies for Engineering and Design Services for the South Oak Avenue Parking Lot Project to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to approve

the Amended Consent Agenda, and the items designated to be approved by consent therein.

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Camerer moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.

7. BILL LIST – Covered and approved under the Consent Agenda.

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT - None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries.

11. TOWN HALL – None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2020-12, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Add Regulations for the Establishment of Trailer and Semi-Trailer Storage Lots and Ordinance 2020-13, an Ordinance Amending the Bartlett Municipal Code Title 3 Business and License Regulations by Adding Chapter 33: Trailer and Semitrailer Storage Lot and Service Tax were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2020-14-R, a Resolution Approving of Certificate of Expenditure No. 5 in the Amount of $663,300 for the Subordinate Lien Tax Increment Revenue Note, Series 2009, for the Bluff City Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2020-15-R, a Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of $2,950,000 for the FY2020/21 MFT Program and Resolution 2020-11-R, a Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and V3 Companies for Engineering and Design Services for the South Oak Avenue Parking Lot Project were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Carbonaro stated that last week he received an alarming e-mail from the village administrator regarding the discontinuing of negotiations with Metra on the platform realignment discussion. For seven years, Bartlett has been on a non-existing wait list to fix the serious dysfunctional split platform design in the downtown area. We cannot

assure the safety of commuters that are taxpayers while they continue to walk directly in front of standing vehicles in the middle of Oak Avenue in the inclement weather. We most certainly cannot allow them to do that in a wheelchair. We have the option of deboarding them on the east side of Oak Avenue into the municipal parking lot to ensure their safety. We have the technology to fix this. Bartlett is one of two stops on the entire Metra circuit that has a split platform from a total of 241 train stops. There is a reason why no one wants this split setup. The history of negotiations with Metra have always ended in the same manner – no money. He was in attendance of a scheduled meeting on January 15, 2018, where the Metra contact (Dimitri) ended the one-hour meeting in the same manner as always – no money. However, there was a concession in our favor. Dimitri stated "we hear you – Bartlett has a lot of problems downtown, we just don't have any money for these projects at this time". Recently, Dimitri has reached out to see what our plans were for the downtown area, realigning the platforms, empty parking lot at Berteau, widening of sidewalks and a commuter crossing at Berteau were discussed. This information will most likely be discussed in engineering and budget meetings and a cost estimate will be prepared. Dimitri will return to further discuss these plans. At this time, the Board has removed the village administrator's ability to further these talks. Now is not the time to walk away from the platform discussions. We are at the front of the line and this is not the time to say we changed our minds. With the doubling of the RTA tax, there are now extra funds for these projects. These increased RTA tax funds are not handouts, they are reinvestments on behalf of taxpayers into the community. Tax dollars were accumulated from DuPage, Kane, Boone and McHenry counties. At the same time, forty million dollars were used to construct two CTA platforms in the City of Chicago over the last four years. All the while, Bartlett received Metra's standard answer – no money. He has been in communication with the U.S. Senator to investigate the possibility of an oversite committee to obtain approval of these distributions under RTA management to ensure equality. In his mind, that means that RTA taxes collected from DuPage County should be spent for the benefit of DuPage County taxpayers, primarily in DuPage County. In addition to the U.S. Senator, he has been in contact with two State Senators to assist in funding this project because he believes that Bartlett is in dire need of help. He thought that we need an overhaul. Without further discussion we may never know what the cost would be or what we could negotiate Metra to pay or what contributions Bartlett could negotiate not to pay, nor will be know if we are walking away from free money paid by the taxpayers and distributed on behalf of Metra. He moved to reopen the talks regarding the platform realignment for the aforementioned reasons.

President Wallace asked the village administrator if we had any chance to get any money.

Village Administrator Paula Schumacher stated that she thought they had some opportunity to get some money but not all of it. The estimate for the split platform was consistently two million dollars and they never committed to a specific dollar amount but she thought one million was in the offing. They are doing the pedestrian safety crossing changes that we requested at Oak Avenue. They are in the middle of putting that together

for us and will do that without any financial participation from us. The split platform is a big-ticket item and one that she would need the board to tell her to work on.

President Wallace stated that he spoke with Trustee Carbonaro prior to this meeting and he made a good point. He didn't think that this board and staff would turn down any money.

Trustee Carbonaro stated that this is an important issue since we are trying to build a new apartment complex and these people have no way to get to the train other than walk a half a mile down the street in the middle of the street and through the parking lot to get to a staircase to get up. If we put a pedestrian crossing at Berteau, they could walk to that and get up onto the platform.

The board agreed to allow the staff to pursue conversations with Metra.

Trustee Camerer asked the public works director if he has ordered flowers for the spring.

Public Works Director Dan Dinges stated that they are still confirming using two colors – red and white. They are on order.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

There being no further business to discuss, Trustee Reinke moved to adjourn the regular Board meeting and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

The meeting was adjourned at 7:11 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 04, 2020

President Wallace called the Committee of the Whole meeting to order at 7:11 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

POLICE & HEALTH, CHAIRMAN CARBONARO

Traffic Calming Policy Request

Deputy Chief Jim Durbin stated presented a proposal to enact a neighborhood traffic calming policy. One of the biggest complaints the police department receives are neighborhood traffic concerns. Often the residents ask about lowering speed limits, adding a speed bump or a stop sign. Traffic calming is the application of traffic engineering designed to control traffic speeds, adjust traffic volumes, encourage driving behavior appropriate to the environment and doing so without creating new traffic problems in the process. Based on a recent experience that was cited in the proposal (North and Western), where very vocal residents attended Village Board meetings to talk about a handful of issues related to stop sign violations, speeding autos and increased traffic to name a few. The Village Board was very attentive to those residents needs, going as far as paying for and installing flashing LED stop signs at the intersection. At the time, it seemed that all parties were happy about the solution, but the police still received many complaints about high volumes of traffic in the area. The police department then performed a typical response, listened to the residents, observe if there is a problem, conducted traffic studies, etc. Speed trailers will then be deployed or unmanned drone cars in the area to help alleviate that problem. The police will also conduct traffic enforcement and officers were seen out there often. As the problem persisted, staff looked at speed tables and bumps and conducted a neighborhood meeting with the residents to get their feedback. Twenty-seven residents from the area showed up and voiced their concerns and each one of them was concerned about something else and had a separate resolution to the problem. Some wanted speed bumps and some did not. Some thought the police presence was too great and the flashing lights and engine noises of the police cars was an annoyance.

This led staff to take a look at what they can do internally and how to avoid repeating this process. All of the Villages internal records show the problem started as early as May

2018 and continued through the meeting held on August 2019. What the police department thought was a great idea, the flashing LED stop signs, turned out to be hated by many of the residents who attended the neighborhood meeting. Staff conducted surveys to see who has speed bumps in their towns and see what other towns have for a traffic calming policy. The policy that was put together is more cohesive and stimulates the neighbors to have conversations with each other so they can have a more cohesive approach to dealing with what they perceive the traffic related problems are in their neighborhood. It will help the police focus their efforts in one direction and create a process to where there are several checks and balances where the fire protection district and public works would be contacted and discussed with. That way they can make a more informed recommendation to the Board before a decision is made.

Chairman Camerer thought it was a good idea to have the residents involved. When it initially came about, it was his understanding the flashing sign was something the residents wanted and when the stop sign didn't work, then he was pushing for the next stage which would have been the traffic islands. At that point the residents wrote to him saying they didn't like what was being done, even though he was just doing what he thought they needed and wanted. Although getting residents involved will likely slow the process down a little, he thought it was a great idea. He further asked how police know if the flashing stop sign is actually working since there is no objective way to evaluate it. He asked if we just leave it up because it's already up. If residents don't actually like the signs and it is not working he thought it should not be there.

Deputy Chief Durbin stated that he can't answer that question statistically, but the amount of complaints the department has received since making all of these changes and having the listening session have really tailed off and he believes they have only had one complaint since August. They haven't had a request for extra patrols either. Our officers do spot check things like this from time to time and the data doesn't support one way or another the effectiveness of the signs.

Chairman Deyne stated that he lives in that area and has received a number of complaints about the flashing stop signs. They have diminished lately, but he believes it's because people have expressed their concerns and that there isn't more that can be done so they just learn to live with it. There have been people that have told him you can see the stop sign all the way from Devon Ave. The other night, he was turning off of Lake St. on to North Ave. and he didn't realize it at first, but he could see the sign all the way from back there. He thought it would be good to look into seeing if it has helped or not and maybe put a conventional stop sign back in.

Village Administrator Paula Schumacher asked Mr. Durbin to explain how the policy discusses the removal of items like the flashing stop sign.

Deputy Chief Durbin stated that part of the process would be a petition in which 66% of the impacted area would have to be on board to pursue a traffic calming measure after it has cleared certain hurdles with the police. Additionally, according to the way it was written, we would have to give it a 12-month trial run and examine whether its effective, still wanted or still warranted.

Chairman Deyne stated that it's a good point to have because a number of people have told him they don't like it, but he doesn't know if that's the feeling of the overall neighborhood.

Deputy Chief Durbin stated that a provision in it would be that a majority of the residents would need to be onboard with the removal process as well.

Chairman Deyne stated he could see people tell us they want the signs back once they are removed.

Chief Patrick Ullrich, stated that's why its good to put it in a policy to not only get something installed, but also removed. The village will be spending money on these things, so we want to make sure there is a period of time where its installed and we can see how effective it is and if they want something removed, review it and make sure they are not effective. Not everyone is going to be in favor of having them installed or removed, which is why there is a petition process and they need a certain percentage of the neighborhood that either wants to have it installed or once its installed, wants to have it removed. Specifically, to your question about the stop signs, the reason they went in was because we were receiving tons of complaints about vehicles not stopping at the stop sign, after we had put out unmanned cars, after we did stop sign enforcement there and we continued to get complaints. Most of the issue came from construction happening on Rt. 59 and construction on Lake St. and everyone's GPS's were rerouting them through the area. He thought they should do another traffic study and see if the volumes have decreased and see if people are still rolling the stop signs. He thought that everything they did, worked, along with traffic counts probably being down. The police also worked with the village's traffic consultant and took a look at the timing of the downtown traffic lights and determined that they could make some changes to those which seems to have improved the flow through downtown. They will take a look at the signs and if it makes sense to remove them, they will.

Chairman Camerer asked if the 66% was arbitrary.

Deputy Chief Durbin stated that they felt having 2/3rds of residents would be a good number and seemed to be the industry standard after reviewing other communities.

Chairman Hopkins asked how many of the other communities with traffic policies have obtained the 66%.

Deputy Chief Durbin stated that he did not know the statistic.

Chairman Hopkins thought it was a high number, so he would like to know that statistic.

President Wallace stated that its 66% in a defined area.

Deputy Chief Durbin stated that what would happen is the impact area would be defined from a larger area.

President Wallace stated that one thing we have learned from the last incidence we have had was that we tried to fix things before consulting everyone, these new procedures will create a framework, so we can fix the problem, test it and remove if necessary.

Chief Ullrich stated that it helps the board if someone comes in with traffic issues in their neighborhood, you will be able to tell them we have a standard process that everyone follows and it should help. If the 66% turns out to be too much then we can change that if needed.

Chairman Hopkins asked if we can bring it back to another Committee meeting.

President Wallace stated that it might be good to run it by the people off North Ave. and see if they think it would have helped. One of the things he can see being an issue with the 66% is the resident will sign it and doesn't know what is going to happen.

Chairman Gabrenya asked if the petition says they see a concern or that the Village can go ahead and make changes.

Deputy Chief stated that police would still perform their standard in-house work to resolve the issue, but still can't seem to get a result, then this would be an escalation to the next level. This might only be a one time a year occurrence.

President Wallace stated that they should do a little more with the residents involved and then bring back to a future Committee of the Whole meeting.

Use of Tobacco and Nicotine Products in Village Owned Parks

Village Attorney Bryan Mraz stated that the Village has a no smoking in Village buildings that we recently passed. Chairman Hopkins asked that we also looked at public property and that becomes problematic because that includes roads, rights of way and detention ponds and we talked about only including it in village parks. There are a couple parks the village leases that this would not apply to, but we have the Town Center Park, Koehler Fields, Bartlett Park, the Veterans Memorial Park and Ruzicka Memorial Park. All of those

are public gathering spaces or recreation fields and the idea is there are kids in those areas often and it would prohibit smoking or vaping in those parks. Because not everyone knows what parks the village owns, they are listed by name and legal description and signage would be required so people know they aren't supposed to smoke or vape in those parks.

Chairman Carbonaro asked the Chief if this is feasible to enforce.

Chief Ullrich said they would not actively patrol the area for smoking, only on a complaint basis.

Chairman Carbonaro asked if the Village runs the softball tournaments at Koehler Field.

Ms. Schumacher stated the Park District does the programming.

Chairman Carbonaro stated that the guys playing softball might want to have a beer and a cigar after the game and they can't do that, so will they go somewhere else now?

Chairman Hopkins asked the Chief if it was legal to drink at Koehler Field.

Chief Ullrich stated he did not believe so.

Chairman Hopkins stated that he thought smoking and vaping around children is not appropriate at all and he strongly supports this ordinance.

Chairman Carbonaro stated he didn't know how they would enforce it.

Chairman Hopkins stated that if they see a no smoking sign, hopefully they will realize its not a good place to do it.

Chairman Gabrenya stated that it also gives other parents the backing to say to someone smoking that it isn't appropriate as deemed by our Village Board. She didn't think there was any amount of revenue to Chairman Carbonaro's point that would make her change her mind and allow a softball field to be drinking and smoking cigars next to a 5-year-old playing tee ball on a next-door field.

Chairman Carbonaro stated that these are college kids playing between 7:00pm and 10:00pm.

Chairman Gabrenya stated that they play until 10:00pm even in the little leagues. There is no amount of money that is worth that in her opinion.

Chairman Hopkins stated they will forward it on to the Village Board for a vote.

President Wallace moved to adjourn the meeting. That motion was moved by Chairman Deyne and seconded by Chairman Camerer.

ROLL CALL VOTE TO ADJOURN THE MEETING TO EXECUTIVE SESSION

AYES: Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins and Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

The meeting adjourned at 7:37 p.m.

Sam Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 2/18/2020

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2020	323,736.05
**	1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2020	2,696.86
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2020	15,987.63
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - FEB 2020	116.50
**	1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - FEB 2020	1,090.65
**	1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES - 02/20	855.65
		INVOICES TOTAL:	**344,483.34**

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	FACEBOOK FEES/MEETING SNACKS	90.00
		INVOICES TOTAL:	**90.00**

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	DOWNTOWN IDEA EXCHANGE SUBSCRIP	199.50
		INVOICES TOTAL:	**199.50**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	COMPACT REFRIGERATOR	182.52
	1 WAREHOUSE DIRECT	1099-R FORMS	58.95
		INVOICES TOTAL:	**241.47**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALBERTSONS - SAFEWAY	MEETING REFRESHMENTS	16.68
**	1 CARDMEMBER SERVICE	MEMBERSHIP FEES/MEETING REG FEES	708.52
		INVOICES TOTAL:	**725.20**

542100-REBATES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 MANNY RAFIDIA	BEDA GRANT/2018 APPLICATION	50,000.00
**	1 MANNY RAFIDIA	BEDA GRANT/2019 APPLICATION	50,000.00
		INVOICES TOTAL:	**100,000.00**

543900-COMMUNITY RELATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	CHAMBER MEETING REGISTRATION	70.00
	1 MARK YOUR SPACE INC	BANNER	436.50

** Indicates pre-issue check.

	INVOICES TOTAL:	**506.50**

543910-HISTORY MUSEUM EXPENSES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	299.99
	1 CONNIE MARTIN	PROGRAM SPEAKER FEE	324.50
		INVOICES TOTAL:	**624.49**

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	LUNCH MEETING	23.55
	1 COMCAST	CABLE SERVICE	31.76
		INVOICES TOTAL:	**55.31**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,026.71
	1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	712.50
		INVOICES TOTAL:	**18,739.21**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	555 LAKE ST ENVIRONMENTAL REVIEWS	2,447.75
1 V3 COMPANIES LTD	PARK STORMWATER REVIEW	1,727.50
1 V3 COMPANIES LTD	PARK STORMWATER REVIEW	1,331.11
	INVOICES TOTAL:	**5,506.36**

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	105.61
	INVOICES TOTAL:	**105.61**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER/FOLDERS	183.42
1 WAREHOUSE DIRECT	TONER	75.82
	INVOICES TOTAL:	**259.24**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	ANNUAL GAAP UPDATE	180.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**180.00**

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	26.03
	INVOICES TOTAL:	**26.03**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES/K STONE	355.00
	INVOICES TOTAL:	**355.00**

1600-BUILDING

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,450.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	600.00
	INVOICES TOTAL:	**2,050.00**

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	475.00
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	829.92
	INVOICES TOTAL:	**2,659.92**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,502.08
	INVOICES TOTAL:	**1,502.08**

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMPUTER HARD DRIVES	488.00
1 STRICTLY TECHNOLOGY	HARD DRIVES/PD INTERNET CRIMES	454.83
	INVOICES TOTAL:	**942.83**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	CROSSING GUARD HELP WANTED AD	100.00

** Indicates pre-issue check.

1 EXAMINER PUBLICATIONS INC	RECORDS EXPUNGEMENT NOTICE		30.00
		INVOICES TOTAL:	**130.00**

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES		150.00
		INVOICES TOTAL:	**150.00**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES		2.99
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		72.10
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		566.48
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		418.86
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		449.39
1 MR CAR WASH	JANUARY 2020 CAR WASHES		131.56
		INVOICES TOTAL:	**1,661.33**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES		44.94
1 HOME DEPOT CREDIT SERVICES	CLEANING SUPPLIES		22.76
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES		217.17
1 ZIEGLER'S ACE HARDWARE	SHOVEL		27.99
		INVOICES TOTAL:	**312.86**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 WAREHOUSE DIRECT	FOLDERS/PENS/SUPPLIES		244.53
		INVOICES TOTAL:	**244.53**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 FITNESS EXPRESS INC	EQUIPMENT MAINTENANCE		200.00
1 GENERAL PARTS LLC	DRINKING FOUNTAIN FILTERS		245.45
		INVOICES TOTAL:	**445.45**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEVEN BLASER	TRAINING EXPENSES	114.00
** 1 CARDMEMBER SERVICE	CONFERENCE REGISTRATION FEES	299.00
1 COLLEGE OF DUPAGE	TRAINING/K BASELEY & B CAMARATA	190.00
1 INIA	CONFERENCE REGISTRATION	425.00
** 1 KANE COUNTY CHIEFS OF POLICE	OFFICER OF THE YEAR BANQUET	259.00
1 ROBERT SWEENEY	TRAINING EXPENSES	114.00
1 ROBERT SWEENEY	TRAINING EXPENSES	91.20

** Indicates pre-issue check.

	INVOICES TOTAL:	**1,492.20**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIT INTERNATIONAL INC	MEMBERSHIP RENEWAL	25.00
	INVOICES TOTAL:	**25.00**

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARA CO	STAKES FOR NO PARKING SIGNS	313.00
1 PROMOS 911 INC	BACK PACK/STRESS BALL GIVEAWAYS	888.68
	INVOICES TOTAL:	**1,201.68**

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	23.50
	INVOICES TOTAL:	**23.50**

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	216.00
	INVOICES TOTAL:	**216.00**

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STALKER RADAR APPLIED CONCEPTS INC	HANDHELD LIDAR UNITS	1,805.00
	INVOICES TOTAL:	**1,805.00**

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	4,322.50
1 COMCAST	CABLE SERVICE	2.11
1 VERIZON WIRELESS	WIRELESS SERVICES	209.47
1 VERIZON WIRELESS	WIRELESS SERVICES	46.18
	INVOICES TOTAL:	**4,580.26**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	289.51
	INVOICES TOTAL:	**289.51**

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	1,980.00

** Indicates pre-issue check.

1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES		1,080.00
1 CORNERSTONE LAND & LAWN INC	SNOW PLOWING SERVICES		4,500.00
1 HENSON CONCRETE CONSTRUCTION	SNOW PLOWING SERVICES		3,105.00
1 S & B PLOWING & SNOW REMOVAL	SNOW PLOWING SERVICES		1,215.00
		INVOICES TOTAL:	**11,880.00**

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	PART FOR VILLAGE VEHICLE		71.62
	1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE		1,952.47
	1 NORTHWEST FREIGHTLINER	VEHICLE MAINTENANCE		963.73
	1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT		170.45
			INVOICES TOTAL:	**3,158.27**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS		1,148.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS		812.00
		INVOICES TOTAL:	**1,960.00**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT		1,001.00
		INVOICES TOTAL:	**1,001.00**

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS		3,719.00
		INVOICES TOTAL:	**3,719.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES		1,094.04
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES		125.27
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES		131.97
1 GRAINGER	MATERIALS & SUPPLIES		89.62
1 GRAINGER	DISCONNECT SWITCH		117.04
1 GRAINGER	MATERIALS & SUPPLIES		20.82
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		504.94
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES		107.52
		INVOICES TOTAL:	**2,191.22**

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS		550.39
		INVOICES TOTAL:	**550.39**

** Indicates pre-issue check.

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	840.31
	INVOICES TOTAL:	**840.31**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE/SUPPLIES	77.31
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	101.36
	INVOICES TOTAL:	**178.67**

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASS MINERALS AMERICA INC	ROAD SALT	10,306.12
	INVOICES TOTAL:	**10,306.12**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	45.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	325.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	26.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	445.24
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	64.61
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	34.68
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	137.84
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	78.68
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	326.19
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	250.87
	INVOICES TOTAL:	**1,735.01**

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	MAINTENANCE SUPPLIES	2,031.82
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	45.40
	INVOICES TOTAL:	**2,077.22**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	25.67
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
	INVOICES TOTAL:	**65.23**

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	LIGHT FIXTURES	5,508.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**5,508.00**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	GIFT CARDS/APWA CONFERENCE REGS	148.34
		INVOICES TOTAL:	**148.34**

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	CREDIT - RETURN	-180.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,030.00
1 WELCH BROS INC	CREDIT - RETURN	-60.00
	INVOICES TOTAL:	**790.00**

2200-MFT EXPENDITURES

583084-SCHICK/PETERSDORF RESURFACING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	SCHICK/PETERSDORF REHAB PROJECT	4,344.95
	INVOICES TOTAL:	**4,344.95**

4200-MUNICIPAL BLDG PROJECTS EXP

585030-SALT DOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MONROE TRUCK EQUIPMENT INC	BRINE MAKER	28,949.00
	INVOICES TOTAL:	**28,949.00**

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	SCADA SYSTEM PHONE LINE	36.26
	1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,133.92
	1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
		INVOICES TOTAL:	**13,463.51**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	209.47
	INVOICES TOTAL:	**209.47**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	40.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	743.75

** Indicates pre-issue check.

	INVOICES TOTAL:	**783.75**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	611.18
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	853.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	329.32
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	793.50
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,097.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,983.45
1 NICOR GAS	GAS BILL	232.22
1 NICOR GAS	GAS BILL	108.01
	INVOICES TOTAL:	**10,008.74**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,148.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	812.00
	INVOICES TOTAL:	**1,960.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	400.46
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	175.16
	INVOICES TOTAL:	**575.62**

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GEAR	116.45
	INVOICES TOTAL:	**116.45**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE/SUPPLIES	77.32
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	101.36
	INVOICES TOTAL:	**178.68**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	2,608.09
	INVOICES TOTAL:	**2,608.09**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	187.20
	INVOICES TOTAL:	**187.20**

** Indicates pre-issue check.

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	25.67
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
	INVOICES TOTAL:	**65.23**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	HYDRANT METER	1,200.00
1 WATER RESOURCES INC	WATER METER MATERIALS	85.00
1 WATER RESOURCES INC	WATER METER MATERIALS	2,145.00
	INVOICES TOTAL:	**3,430.00**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIFT CARDS/APWA CONFERENCE REGS	48.34
	INVOICES TOTAL:	**48.34**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA LUNCHEON REGISTRATION FEES	270.00
	INVOICES TOTAL:	**270.00**

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAURA BARKER	REFUND/WATER BILL OVERPAYMENT	50.00
1 GRANDVIEW CAPITAL LLC	W/S REFUND/239 N MARION AVENUE	49.17
1 SUE K JOHNSON	REFUND/WATER BILL OVERPAYMENT	113.94
	INVOICES TOTAL:	**213.11**

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/STEARNS PUMP STATION	1,304.00
	INVOICES TOTAL:	**1,304.00**

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	UTILITY POLE INSTALLATION	4,200.00
1 INDEPENDENT MECHANICAL INDUSTRIES IN(	LAKE STREET PUMP STATION UPGRADES	69,706.96
	INVOICES TOTAL:	**73,906.96**

** Indicates pre-issue check.

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	209.48
	INVOICES TOTAL:	**209.48**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	59.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	96.26
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	69.52
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	230.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	107.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	234.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	192.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	234.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	142.52
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	340.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	223.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	359.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	454.96
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	779.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,811.54
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	142.57
1 NICOR GAS	GAS BILL	120.21
1 NICOR GAS	GAS BILL	388.86
1 NICOR GAS	GAS BILL	37.88
1 NICOR GAS	GAS BILL	119.41
1 NICOR GAS	GAS BILL	38.29
1 NICOR GAS	GAS BILL	38.76
1 NICOR GAS	GAS BILL	119.30
1 NICOR GAS	GAS BILL	68.76
1 NICOR GAS	GAS BILL	40.29
1 NICOR GAS	GAS BILL	88.18
1 NICOR GAS	GAS BILL	37.77
	INVOICES TOTAL:	**40,577.08**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	FLAT TIRE REPAIRS	32.70
	INVOICES TOTAL:	**32.70**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	574.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	406.00
	INVOICES TOTAL:	**980.00**

** Indicates pre-issue check.

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	113.00
1 COLUMBIA PIPE & SUPPLY CO	PVC PIPE	102.14
1 COLUMBIA PIPE & SUPPLY CO	PVC PIPE	8.32
1 GRAINGER	MATERIALS & SUPPLIES	68.00
1 GRAINGER	MATERIALS & SUPPLIES	77.48
1 GRAINGER	MATERIALS & SUPPLIES	13.93
1 GRAINGER	MATERIALS & SUPPLIES	8.36
1 GRAINGER	MATERIALS & SUPPLIES	8.36
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	41.11
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	366.43
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	943.70
1 USA BLUE BOOK	WATER STORAGE TANK	379.95
	INVOICES TOTAL:	**2,130.78**

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	357.48
	INVOICES TOTAL:	**357.48**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	UPS SHIPPING CHARGES	256.45
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	2,608.09
	INVOICES TOTAL:	**2,864.54**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	1,036.57
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER SUPPLIES	349.06
1 USA BLUE BOOK	EJECTOR PUMP	621.74
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	164.69
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	45.00
	INVOICES TOTAL:	**2,217.06**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	25.68
1 UNIFIRST CORPORATION	MATS	19.79
1 UNIFIRST CORPORATION	MATS	19.79
	INVOICES TOTAL:	**65.26**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIFT CARDS/APWA CONFERENCE REGS	48.32

** Indicates pre-issue check.

	INVOICES TOTAL:	**48.32**

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	600.12
	INVOICES TOTAL:	**600.12**

5190-SEWER CAPITAL PROJECTS EXP

582027-NEW DISC FILTER

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	71,000.00
	INVOICES TOTAL:	**71,000.00**

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	4,573.25
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	7,479.25
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	2,190.00
	INVOICES TOTAL:	**14,242.50**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	21.52
	INVOICES TOTAL:	**421.52**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	128.40
1 NICOR GAS	GAS BILL	276.79
1 NICOR GAS	GAS BILL	83.61
	INVOICES TOTAL:	**488.80**

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	41.83
	INVOICES TOTAL:	**41.83**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	BILL VALIDATOR REPLACEMENT	2,275.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**2,275.00**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES DEC 2019	275.62
	INVOICES TOTAL:	**275.62**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	HEATING REPAIRS	519.38
1 JENSEN'S PLUMBING & HEATING INC	BOILER BURNER REPLACEMENT	429.56
	INVOICES TOTAL:	**948.94**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	15.33
	INVOICES TOTAL:	**15.33**

5510-GOLF MAINTENANCE EXPENSES

534300-EQUIPMENT MAINTENANCE MATLS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	EQUIPMENT REPAIRS	332.33
	1 J W TURF INC	MAINTENANCE SUPPLIES	942.66
	1 NORTHERN TOOL & EQUIPMENT	MAINTENANCE SUPPLIES	180.87
	1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	169.62
	1 TURFLINE INC	MAINTENANCE SUPPLIES	1,614.62
		INVOICES TOTAL:	**3,240.10**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	318.62
	INVOICES TOTAL:	**318.62**

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES DEC 2019	36.19
	INVOICES TOTAL:	**86.19**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES		93.17
		INVOICES TOTAL:	**93.17**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	16.25
1 LAKESHORE BEVERAGE	BEER PURCHASE	52.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	80.33
	INVOICES TOTAL:	**149.03**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	182.74
1 ALSCO	LINEN SERVICES	172.03
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 ELEGANT PRESENTATIONS INC	SASH RENTAL	10.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES DEC 2019	36.19
	INVOICES TOTAL:	**458.96**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLE RENTAL	352.21
	INVOICES TOTAL:	**352.21**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	CRAFT SHOW ADVERTISING	60.00
1 EXAMINER PUBLICATIONS INC	VALENTINE'S DAY ADVERTISING	60.00
** 1 THE KNOT WORLDWIDE INC	MAGAZINE PRINT AD	977.56
	INVOICES TOTAL:	**1,097.56**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
	INVOICES TOTAL:	**100.00**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	CREDIT - RETURN	-45.90
1 GRECO AND SONS INC	CREDIT - RETURN	-59.85
1 GRECO AND SONS INC	FOOD PURCHASE	181.81
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	59.76
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	39.38
1 LAKESHORE BEVERAGE	BEER PURCHASE	52.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	460.57

** Indicates pre-issue check.

	INVOICES TOTAL:	**688.22**

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE INC	KOFAX ANNUAL SUPPORT RENEWAL	2,325.00
1 COMCAST	INTERNET SERVICE	88.40
	INVOICES TOTAL:	**2,413.40**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	300.00
1 LAMP RECYCLERS INC	RECYCLED FLUORESCENT BULBS	365.12
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES DEC 2019	3,752.00
1 THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR REPAIRS	499.00
1 UNIFIRST CORPORATION	MATS	81.58
	INVOICES TOTAL:	**4,997.70**

524110-TELEPHONE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	68.05
	1 VERIZON WIRELESS	WIRELESS SERVICES	399.36
	1 VERIZON WIRELESS	WIRELESS SERVICES	266.07
		INVOICES TOTAL:	**733.48**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,541.80
	INVOICES TOTAL:	**1,541.80**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	25TH ANNIVERSARY REFRESHMENTS	174.38
	1 GRAINGER	BOOT BRUSHES	71.32
	1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	372.62
	1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	426.27
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	256.96
	1 WAREHOUSE DIRECT	TRASH BAGS/BATH TISSUE	269.94
	1 WAREHOUSE DIRECT	RESTROOM SUPPLIES	82.47
		INVOICES TOTAL:	**1,653.96**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	13.18

** Indicates pre-issue check.

	INVOICES TOTAL:	**13.18**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	ESRI CONFERENCE REGISTRATION	220.00
		INVOICES TOTAL:	**220.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ITSAVVY	APC BATTERY FOR UPS	225.33
1 ITSAVVY	UNINTERRUPTIBLE POWER SUPPLY	286.56
1 TOWN & COUNTRY GARDENS	FLOWERS	111.99
	INVOICES TOTAL:	**623.88**

570100-MACHINERY & EQUIPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	CLOUD SERVICES	0.73
		INVOICES TOTAL:	**0.73**

6100-VEHICLE REPLACEMENT EXPENSES

570550-GOLF VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	CUTTING UNITS FOR TRIPLEX MOWER	6,557.30
	INVOICES TOTAL:	**6,557.30**

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	780.25
	INVOICES TOTAL:	**780.25**

GRAND TOTAL: 846,473.39

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 2/18/2020

GENERAL FUND	**537,938.19**
MOTOR FUEL TAX FUND	**4,344.95**
MUNICIPAL BUILDING FUND	**28,949.00**
WATER FUND	**109,329.15**
SEWER FUND	**135,325.32**
PARKING FUND	**3,227.15**
GOLF FUND	**7,823.95**
CENTRAL SERVICES FUND	**12,198.13**
VEHICLE REPLACEMENT FUND	**6,557.30**
POLICE PENSION FUND	**780.25**
GRAND TOTAL	**846,473.39**

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
CASH & INVESTMENT REPORT
FISCAL YEAR 2019/20 as of December 31, 2019

Fund	11/30/2019	Receipts	Disburse-ments	12/31/2019	Detail of Ending Balance: Cash	Investments	Net Assets/Liab.	12/31/2019
General	14,896,906	1,291,976	1,561,865	14,627,016	5,837,613	8,195,545	593,858	14,627,016
MFT	3,098,089	169,273	65,315	3,202,047	1,532,536	1,687,948	(18,437)	3,202,047
Debt Service	1,292,865	5,573,663	6,700,280	166,247	62,516	102,321	1,410	166,247
Capital Projects	41,283	99	0	41,382	15,660	25,632	90	41,382
Municipal Building	802,220	2,477	44,522	760,175	330,556	541,032	(111,413)	760,175
Developer Deposits	2,469,563	10,483	0	2,480,046	88,974	2,109,496	281,576	2,480,046
59 & Lake TIF	0	0	0	0	279,505	457,475	(736,980)	0
BC Municipal TIF	981,591	6,253	43,688	944,155	367,139	600,908	(23,892)	944,155
Bluff City TIF Municipal	82,063	197	0	82,260	31,130	50,951	179	82,260
Water	(1,925,478)	977,488	787,591	(1,735,582)	1,286,900	2,106,145	(5,128,627)	(1,735,582)
Sewer	21,102,660	9,101,929	510,457	29,694,132	1,321,078	2,162,085	26,210,969	29,694,132
Parking	79,426	10,135	17,401	72,159	29,138	47,692	(4,671)	72,159
Golf	500,401	79,753	152,403	427,751	0	0	427,751	427,751
Central Services	659,688	115,811	114,728	660,770	131,387	215,045	314,338	660,770
Vehicle Replacement	3,613,932	52,719	66,224	3,600,427	505,523	827,405	2,267,500	3,600,427
TOTALS	47,695,209	17,392,256	10,064,476	55,022,989	11,819,655	19,129,680	24,073,653	55,022,989
BC Project TIF	9,219,627	172,743	1,706,345	7,686,025	0	0	7,686,025	7,686,025
Bluff City Project TIF	473,203	1,136	467,246	7,093	2,684	4,393	15	7,093
Bluff City SSA Debt Srv.	108,499	162	0	108,662	0	0	108,662	108,662
Police Pension	46,838,433	745,033	184,214	47,399,252	1,129,495	46,143,942	125,815	47,399,252

Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2019/20 as of December 31, 2019

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	17,136,689	23,354,315	73.38%	68.93%	14,916,740	23,798,503	62.68%	63.87%
MFT	974,216	2,125,158	45.84%	36.19%	1,254,299	3,480,225	36.04%	40.50%
Debt Service	8,395,463	3,228,357	260.05%	80.67%	9,023,986	3,210,325	281.09%	99.99%
Capital Projects	553	600	92.10%	120.50%	0	0	0.00%	0.00%
Municipal Building	282,651	586,400	48.20%	95.14%	508,318	797,500	63.74%	42.31%
Developer Deposits	69,774	506,500	13.78%	58.77%	16,297	639,500	2.55%	85.08%
Bluff City SSA	643,074	1,161,458	55.37%	591.68%	1,144,413	1,181,875	96.83%	577.20%
59 & Lake TIF	0	133,000	0.00%	0.00%	0	133,000	0.00%	0.00%
Bluff City Municipal TIF	30,752	31,300	98.25%	104.93%	0	57,000	0.00%	0.00%
Bluff City Project TIF	470,902	1,943,000	1.58%	355.28%	467,246	1,940,000	24.08%	355.32%
Brewster Creek Municipal TIF	780,659	740,000	105.49%	104.81%	360,958	1,183,924	30.49%	55.11%
Brewster Creek Project TIF	5,867,213	7,685,000	76.35%	89.76%	2,429,205	7,675,000	31.65%	51.31%
Water	10,400,774	13,231,000	78.61%	22.03%	8,454,039	14,824,910	57.03%	22.43%
Sewer	12,960,660	11,980,000	108.19%	68.17%	2,856,837	11,955,714	23.90%	45.83%
Parking	136,020	233,400	58.28%	59.05%	149,991	218,027	68.79%	64.93%
Golf	1,779,936	2,301,650	77.33%	73.19%	1,617,775	2,264,194	71.45%	66.04%
Central Services	927,785	1,383,763	67.05%	66.99%	786,696	1,433,585	54.88%	54.73%
Vehicle Replacement	436,971	663,770	65.83%	69.78%	439,948	675,500	65.13%	73.63%
Police Pension	5,104,766	5,018,571	101.72%	16.97%	1,488,143	5,018,571	29.65%	26.43%
Subtotal	66,398,857	76,307,242	87.02%	60.27%	45,914,890	80,487,353	57.05%	54.38%
Less Interfund Transfers	(2,891,539)	(4,149,854)	69.68%	139.92%	(2,891,539)	(4,149,854)	69.68%	139.92%
Total	63,507,318	72,157,388	88.01%	28.12%	43,023,351	76,337,499	56.36%	51.54%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2019/20 as of December 31, 2019

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	8,973,636	11,160,020	80.41%	80.67%
Sales Taxes (General Fund)	1,694,620	2,460,000	68.89%	67.09%
Income Taxes	2,987,424	4,150,000	71.99%	70.33%
Telecommunications Tax	423,986	750,000	56.53%	70.55%
Home Rule Sales Tax	1,197,459	1,600,000	74.84%	33.35%
Real Estate Transfer Tax	675,449	750,000	90.06%	95.97%
Building Permits	526,519	600,000	87.75%	54.72%
MFT	931,690	1,085,000	85.87%	68.32%
Water Charges	7,900,956	12,000,000	65.84%	67.41%
Sewer Charges	4,052,940	6,075,000	66.72%	67.03%
Interest Income	407,749	417,600	97.64%	155.27%

VILLAGE OF BARTLETT TREASURER'S REPORT
GOLF FUND DETAIL (Excluding Capital Projects)
FISCAL YEAR 2019/20 as of December 31, 2019

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	989,143	1,300,650	76.05%
Expenses	893,271	1,277,317	69.93%
Net Income	95,872	23,333	410.89%
F&B - Restaurant			
Revenues	126,624	160,000	79.14%
Expenses	230,972	306,298	75.41%
Net Income	(104,348)	(146,298)	71.33%
F&B - Banquet			
Revenues	566,444	715,000	79.22%
Expenses	446,327	611,929	72.94%
Net Income	120,118	103,071	116.54%
F&B - Midway			
Revenues	97,724	126,000	77.56%
Expenses	47,205	68,650	68.76%
Net Income	50,519	57,350	88.09%
Golf Fund Total			
Revenues	1,779,936	2,301,650	77.33%
Expenses	1,617,775	2,264,194	71.45%
Net Income	162,161	37,456	432.94%

Sales Taxes

Month	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	175,701	173,657	178,983	170,734	186,214	201,320	200,041	205,572
June	195,692	193,303	201,968	200,031	224,385	219,629	227,783	232,110
July	190,898	186,097	188,547	194,738	211,186	224,268	218,236	220,524
August	180,797	184,425	190,872	206,213	209,930	215,328	211,089	262,349
September	182,163	189,650	183,399	198,880	206,205	208,760	215,922	227,334
October	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284
November	181,865	174,037	179,846	204,437	207,123	221,599	221,276	
December	165,852	153,005	163,529	178,413	201,075	206,836	196,714	
January	168,154	210,506	187,865	194,219	190,934	196,530	181,590	
February	147,189	151,678	141,054	149,630	167,837	180,413	170,866	
March	147,039	128,886	141,609	161,850	159,411	167,379	156,194	
April	162,595	153,553	170,308	178,006	186,494	194,753	187,952	
Total	2,063,133	2,069,327	2,116,036	2,249,438	2,363,230	2,456,454	2,383,743.06	1,362,172
% increase	4.17%	0.30%	2.26%	6.30%	5.06%	3.94%	-2.96%	9.28%
Budget	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER

Warrant/EFT#: EF 0019789

Fiscal Year	2020	Issue Date	12/05/19
Warrant Total	$214,283.69	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1585791	0A1585791	$214,283.69

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	$214,283.69	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/04/2019
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2019 COLL MO: OCT. 2019 VCHR MO: DEC. 2019
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Click here for assistance with this screen.

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	1,046,048	831,286
Plus:								
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	
Jobs Now	179,796	179,796	359,592					
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	1,082,957	831,286
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000
Annual Inc in $ w/o High Growtl	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	-3.31%	65.45%

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

Bartlett

December 3, 2019

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2019

Beginning Unobligated Balance		**$4,256,306.19**
Motor Fuel Tax Fund Allotment	$92,537.72	
MFT Transportation Renewal Fund Allotment	$61,250.60	
Minus Amount Paid to State	$0.00	
Net Motor Fuel Tax Allotment		**$153,788.32**
Plus Credits Processed		$0.00
Minus Authorizations Processed		$0.00
Current Unobligated Balance		**$4,410,094.51**

PROCESSED TRANSACTIONS:

PROCLAMATION

Human Trafficking Awareness and Prevention

WHEREAS, human sex trafficking is a form of modern-day slavery and occurs when an adult or child is recruited, harbored, obtained or exported through force, fraud or coercion for the purposes of sexual exploitation; and

WHEREAS, human sex trafficking is growing throughout the United States, thriving in cities across geographic and socio-economic variability, and nationally, the criminal enterprise of human trafficking is second only to the illegal drug trade in terms of the speed of its growth and being among the most lucrative; and

WHEREAS, human sex trafficking significantly threatens the safety and well-being of child victims, some as young as infants, and vulnerable adults being purchased, as well as the families of buyers, legitimate businesses and our communities; and

WHEREAS, there is a growing body of evidence that targeting sex buyers is a pragmatic, effective way to reduce demand within the commercial sex industry;

WHEREAS, the Village of Bartlett proactively investigates websites, advertisements, and businesses commonly associated with sex trafficking, as well as monitors and enforces compliance with regard to the required posting of trafficking resource notices;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby call upon all citizens of Bartlett, Illinois to join the Village of Bartlett in continuing our efforts to combat the commercial sexual exploitation of our children and vulnerable adults, and mitigate the associated public safety, economic, and health risks to our community by;

Combating commercial sexual exploitation through the enforcement of a zero-tolerance policy against any act which may support the sex trafficking of humans;

FURTHER, LET IT BE RESOLVED, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do herby ask all citizens of the United States of America to join the Village of Bartlett in promoting a shift away from the culture of tolerance toward human trafficking.

Dated this 18th day of February 2020.

Kevin Wallace, Village President

Agenda Item Executive Summary

Item Name	Welch Brothers Class 6b application	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Welch Brothers is requesting the Village's support via a Resolution endorsing its Class 6b application to Cook County for its property at 2115 Graham.

This is the Village's fourth Class 6b application; however, it is the first one submitted under the Sustainable Emergency Relief (SER) program. Because of the Assessor failing to reduce the assessed value of the property upon appeal, real estate taxes on the subject property are scheduled to increase **from $421,874 to $740,892** per year.

Per the attached application, the petitioner states that continued operation at this location would no longer be economically feasible based on the current taxes and tax structure.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Welch Brothers' Class 6b Application, Resolution supporting the Class 6b application for the property located at 2115 Graham Street, Bartlett, Illinois

ACTION REQUESTED

- ☐ For Discussion Only
- ☑ Resolution – I Move to Approve Resolution 2020- ____ A Resolution Supporting and Consenting to the Sustainable Energy Relief Class 6b Property Tax Incentive Eligibility Application of Welch Bros., Inc. for 2115 Graham Street, Bartlett, Illinois
- ☐ Ordinance
- ☐ Motion

Staff:	Tony Fradin, E.D. Coordinator	Date:	February 10, 2020

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: February 4, 2020

TO: Paula Schumacher, Village Administrator

FROM: Tony Fradin, Economic Development Coordinator

RE: Welch Brothers Class 6b Application

BACKGROUND:

As a program created to help attract and retain industrial development in Cook County, the Class 6b Property tax incentive reduces the tax burden on properties for a period of twelve years. It is the primary economic incentive program offered by Cook County to better compete with surrounding counties, all of which offer a lower property tax burden for commercial and industrial properties.

Properties receiving Class 6b will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value in Cook County.

To date, the Village Board has approved three Class 6b Property Tax Incentives, one of which has been renewed. The Village's first 6b was for Sebert Landscaping when the company annexed into the Village and constructed its LEED-certified headquarters at 1550 West Bartlett Road in February 2009. The Village Board renewed that Class 6b Incentive in 2018.

The second Class 6b approved was in 2016 for the purchase and renovation of the former Main Steel building located at 802 East Devon Avenue. The purchaser, Dimitri Poulokefalos, has been extensively remodeling the building to bring it to current Code and hopes to bring the building to market in the coming months.

The third Class 6b approved was approved last May for Project Oak, McKesson Surgical's new 400,000 SF warehouse and distribution center to be built on Lot 1 in the Cook County portion of Brewster Creek Business Park.

This Class 6b request by Welch Brothers differs from the above three in that it is neither for new construction nor substantial rehabilitation of a building.

Welch Brothers' request falls under the Class 6b Sustainable Emergency Relief (SER) program, for those properties that are not economically feasible without the issuance of the Class 6b tax incentive. This provision of the Class 6b program was originally scheduled to sunset after November 30, 2018, but has been extended. Unlike the typical Class 6b incentives, those approved under the SER program are not renewable at this time.

Like all Class 6b incentives, the final approval comes from the Cook County Board; however, a municipal resolution supporting the incentive is a requirement for the application to go to the county.

WELCH BROTHERS:

Welch Brothers engineers and manufactures concrete products out of three Illinois locations, one in the Kane County portion of Elgin, another in the Boone County portion of Belvidere, and here in the Cook County portion of Bartlett.

Welch Brothers has been a great corporate neighbor for the past twelve years at this location and currently employs twenty-five at this site per the attached application. Its 100,000 SF building is situated on a 1,211,962 SF (27.8 acre) site at 2115 Graham. The property consists of two PINs. The building on the site was built in 2007 and its foundation, structural frame, exterior walls and roof are all comprised of metal. Only 1% of the building is office space, there are ten truck doors and no loading docks.

Per an attached affidavit in the application, Welch Brothers has occupied approximately 75% of the building for over twelve years. The remaining 25,000 SF of space, or about 25%, was excess space that they were unable to lease but which they now want to grow into.

JUSTIFICATION FOR CLASS 6b:

In 2018, the subject property's real estate taxes were approximately $421,874, based upon a 25% vacancy factor applied to a full stabilized market value of $5,469,250.

Industrial brokers and businesses typically consider property taxes on a square foot basis, and even without the Class 6b, property taxes of $4.21 PSF are considerably higher than in surrounding counties. For comparison purposes, the annual property tax bills on two comparable buildings in the DuPage County portion of Brewster Creek Business Park are $1.50 PSF (1390 Schiferl) and $1.66 PSF (1361 Schiferl). Property taxes in the Kane County portion of the Village in the Blue Heron Business Park are similarly in the $1.50 to $2 PSF range.

In 2019 (payable this calendar year), the property taxes on Welch Brothers' building are scheduled to increase to approximately $740,892, a 75% increase. Those estimated taxes are based on a stabilized market value of over $8.1 million and applying the 2018 state equalizer of 2.9109 and the 2018 tax rate for the subject property of 12.41%. Welch Brothers is currently appealing this assessment.

With the Class 6b incentive, the taxes are estimated at $199,252 per year based on a stabilized market value of $5,469,250 and applying the 2018 state equalizer and local tax rate.

As stated in the attached application, it is not economically feasible for Welch Brothers to continue operation at the subject property without the benefit of the Class 6b incentive. Per the details included in this application as well as staff's experience marketing and working with industrial businesses, this would be a difficult property to attract a new tenant to if the taxes were not reduced to a more reasonable number.

ACTION REQUESTED:

To approve the attached Resolution supporting Class 6b status for the property located at 2115 Graham so Welch Brothers may proceed to an application to the Cook County Board.

Elliott & Associates
PROPERTY TAX ATTORNEYS

1430 Lee Street
Des Plaines, IL 60018

Main: 847.298.8300
Fax: 847.298.8388
www.elliottlaw.com

January 24, 2020

Tony Fradin & the Village Board
228 S. Main Street
Bartlett, IL 60103

Matter #: 27426-01
Property Address: 2115 Graham
Bartlett
PIN: 06-30-300-004-0000 and 06-30-300-005-0000
Township: Hanover

Dear Mr. Fradin and Members of the Village Board:

I am writing on behalf of Welch Bros, Inc. ("Applicant") to present our request for consideration and passage of a resolution supporting the granting of a Class 6b Property Tax Incentive under the SER program for the above-captioned property ("Subject Property").

The Applicant engineers and manufactures concrete out of three locations in Illinois: in Elgin (Kane County), Bartlett (Cook County) and Belvidere (Boone County). The Applicant's business has occupied the Subject Property at its Bartlett location since 2007. When the Applicant purchased the property years ago, it did not fully appreciate that the property was in Cook County and that the taxes per square foot would be substantially higher than for their other properties in Kane and Boone County. The Applicant built the improvement on the Subject Property when the economy and real estate development was booming. When the crash hit, not only was the Applicant stuck with a higher than expected real estate tax bill, but as the real estate market stalled, the business growth they projected failed and in fact dropped. The Applicant ended up with double the square footage they needed. ***The enclosed affidavit dated from 6/22/2010 attests to these facts.*** Notably: the new facility was constructed in order to accommodate three working shifts and the affiant writes that the business only justifies one working shift.

The Subject Property consists of a 100,000 square foot building situated on a 1,211,962 square foot site. The majority of the Subject Property, approximately 75%, has been occupied by Applicant for over twelve years. During that time, the Subject Property was and is currently being used for the Applicant's business for functions such as manufacturing, engineering and warehousing. The remaining 25,000 square feet of the improvement, or about 25%, was excess space that they were unable to lease but which they now want to grow into.

In 2019, for the first time in over 10 years, the Assessor failed to reduce the assessed value of the Subject Property on appeal, despite the nearly 100% increase in assessed value. ***Real estate taxes on the subject property are scheduled to increase from $421,874 per year to $740,892 per year.***

Continued operation at the Applicant's current location is not economically feasible based on the current taxes and tax structure. The Assessor's increase of $319,018 tax dollars caused the Applicant to realize the incredible risk associated with the current taxing structure of the Subject Property and has reduced the Applicant's confidence in the value of the Subject Property. Without the Class 6(b) tax incentive, continued operation under a $319,018 tax increase at the Subject Property is not economically feasible for the Applicant or many other businesses. If the 6(b) is not granted, the Applicant will be forced to act on its consideration of relocation outside of Cook County, causing the property to be in imminent risk of becoming 100% vacant and unused. The Applicant is not currently receiving any other Cook County property tax incentive for the Subject Property.

As a result, Applicant seeks a Class 6(b) tax incentive designation under the SER program pursuant to the Cook County Real Property Assessment Classification Ordinance in order to continue to maintain its one Cook County location.

Welch Bros., Inc. ("Applicant)

Welch Bros., Inc. is in the business of engineering and manufacturing precast concrete structures including: sanitary sewer systems, storm drainage systems, septic tanks, round and elliptical pipe, construction barrier walls, and flared end sections. Applicant also engineers and manufactures concrete pipe, sewer and drainage pipe, and an array of concrete construction supplies. Applicant is a distributor of sewer and drainage pipe made from PVC, HDPE, and corrugated steel. Other product offerings include reinforcing steel, hand tools, foundation forms and accessories, decorative concrete color, and stamps for all trades.

Applicant's experienced workforce takes tremendous pride in their craftmanship and consistently delivers the finished product timely and efficiently. Applicant has been servicing the needs of its clients for nearly 45 years across multiple locations in the State of Illinois. However, Bartlett is their only site in Cook County.

Special Circumstances

In addition to the circumstances explained above, Welch Bros., Inc. competes against companies from other states and counties. Many of these competitors operate in a more favorable business climate and enjoy competitive advantages such as lower worker's compensation rates, lower utility rates, lower unemployment insurance rates, lower cost of land, and lower property taxes. Since many of the Applicant's competitors are located outside of Cook County, the Applicant constantly battles to keep costs down and prices competitive so that its business can continue to grow and expand.

Additionally, as to the value of the Subject Property as one of Applicant's real estate assets, the Applicant must keep the real estate tax expense of the Subject Property as low as possible as it is

in direct competition with parcels in DuPage County and Kane County. The locational real estate taxes on the Subject Property serve as external obsolescence suppressing the value of this parcel. In Illinois and Cook County, the location of the property has as much an effect on its taxes as the value of the property. The Subject Property is located just south of the Elgin Bypass (route 20) just east of Route 25. It sits on the western edge of Cook County along the border of Kane County. A willing buyer under consideration of the Subject Property in the open market would consider similar properties in DuPage County and Kane County where the associated real estate taxes are substantially lower. Magnifying the problem, the majority of the value of the Subject Property is in its land. The improvement was built in 2007. The foundation is metal, the structural frame is metal, the exterior walls are metal and the roof is pitched metal and it t is currently 77.78% depreciated. Lastly, specific to the Subject Property, the layout and design of its improvement decreases its functional utility lowering its value relative to its competitive set. The improvement on the Subject Property has 1% office and 10 truck doors with zero loading docks and 35'-38' ceiling clearance. This office percentage is lower than average. This reduces functional utility. The fact that the improvement has no loading docs reduces functional utility and desirability of the Subject Property in the open market.

Employment

Welch Bros., Inc. currently employs 155 full time employees and 2 part time employees in Cook County. At this site, the Applicant employees 25 full time and 0 part time employees. Applicant will not be able to sustain this employee base unless it obtains a Class 6(b) tax incentive. The money/savings provided by the tax incentive will not only enable Applicant to sustain its employment base but may also enable the Applicant to grow at the location and hire more employees.

Applicant is currently paying a living wage to its employees. Applicant is in compliance with the Cook County Minimum Wage Ordinance, Chapter 42, Division 2 as amended. Applicant has not violated the Illinois Wage Payment and Collection Act, the Illinois Minimum Wage Act, the Illinois Worker Adjustment Retraining Notification Act, the Illinois Employee Classification Act, the Federal Work Adjustment and Retraining Notification Act, the Federal Fair Labor Standards Act and/or any comparable state statute of regulation of any state within the past 5 years prior to this application Upon information and belief and without further research, the Applicant does not independently recall a time when it has ever violated the aforementioned employment laws.

Justification for Class6b

We understand that the Village Board recognizes that the class 6b incentive program is one of the few economic tools available to help attract and maintain industrial property owners by assessing Class 6b properties at an average equalized assessment of about 29.11% of market value (assessment percentage of 10% times most recent Cook County equalizer of 2.9109), which is similar to the 33% equalized assessment level elsewhere in Illinois outside of Cook County.

In 2018, the Subject Property's real estate taxes were approximately $421,874. Those taxes were based on 25% vacancy factor applied to a full stabilized market value of the Subject Property of $5,469,250.

In 2019, the Subject Property's taxes are scheduled to increase to approximately $740,892. Those estimated taxes are based on a stabilized market value of the Subject Property of $8,134,988 (indicating a stabilized assessed value of $2,033,747 at a 25% assessment ratio) and applying the 2018 state equalizer of 2.9109 and the 2018 tax rate for the subject property of 12.414%. This assessment is currently under appeal.

Continued operation at the Applicant's current location is not economically feasible based on the current taxes and tax structure. The Assessor's increase caused the Applicant to realize the incredible risk associated with the current taxing structure of the Subject Property and has reduced the Applicant's confidence in the value of the Subject Property. Without the Class 6(b) tax incentive, continued operation at the Subject Property is not economically feasible. If the 6(b) is not granted, the Applicant will be forced to act on its consideration of relocation outside of Cook County, causing the Subject Property to be in imminent risk of becoming 100% vacant and unused.

With the class 6b incentive, the taxes are estimated at $199,252 per year based on a stabilized market value of $5,469,250 (indicating a stabilized assessed value of $546,925 at a 10% assessment ratio), and applying the 2018 state equalizer of 2.9109 and the 2018 tax rate for the Subject Property of 12.5155%.

As stated above, it is not economically feasible for the Applicant to continue operation at the Subject Property without the benefit of the Class 6(b) incentive.

If the Subject Property were to become100% vacant, taxes payable by the property are estimated to be $397,520. This estimate is based on the assumption that the stabilized market value of the subject property is $5,469,250 (indicating a stabilized assessed value of $1,367,313), applying a 10% occupancy factor to the value of the improvement (reducing the value of the improvement from $306,849 to $30,685 and keeping the total assessed value of the land at 1,060,464), and applying the 2018 state equalizer of 2.9109 and the 2018 tax rate for the Subject Property of 12.5155%.

Economic Hardship Valuation

If the Class 6(b) is not granted, Applicant is scheduled to incur over $319,018 in additional real estate taxes a year which neither they not many other businesses could affordably sustain.

As shown in the enclosed affidavits, the business has experienced extreme hardship dating back to 2010. In 2006, when the real estate market was booming, it became apparent that the Applicant needed to expand to keep up with the growing demand for the types of pipes that they manufacture for underground sewer and drainage. That based upon informal projections among the executive staff, it was decided that a 100,00 square foot facility would be needed to run 3 shifts in order to meet demand for their product. When the Subject Property was acquired to serve this need, the Applicant did not realize that taxes in Cook County were much higher on a per square foot basis than adjacent Kane County. Since the real estate economy began a severe downturn income an orders have been down over 32%, and over 85% from the projections upon which the new facility

was built. Now, the large size of the subject building limits the potential set of uses and adds costs to operating at this facility.

Improvements/Enhancements

As noted above, the subject's improvement is was built in 2007. The foundation is metal, the structural frame is metal, the exterior walls are metal and the roof is pitched metal. The building has 1% office and 10 truck doors with zero loading docks and 35'-38' ceiling clearance. There have been no recent renovations. It is currently 77.78% depreciated and suffers from functional and external obsolescence. Considering its current and/or future use, the Subject Property has lower than typical office percentage and the fact that there are no loading docks reduces its functional utility.

If the business climate improves and/or if the Class 6(b) status creates appreciable tax savings for the Applicant, those savings would be reinvested to fund future growth initiatives.

At a minimum, Applicant expects that the Class 6(b) status will allow taxes to remain stable so that business operations can continue at the Subject Property.

Community Involvement

Welch Bros., Inc. proudly supports diversity and collaboration within its organization. It invests in training and development of its employees, providing employees with opportunities for growth and advancement within the Welch. Bros. family. It also contributes to the growth and development of its peers within the industry. Welch Bros., Inc. actively involved in local trade groups include the American Public Works Association Fox Valley Branch and has invited guest for tours of the facility and seminars offered for professional development hours. Proceeds from the June 8, 2017 seminar, as an example, helped fund the Fox Valley Branch Scholarship Program.

Welch Bros has answered the needs of tradesmen for over 45 years. It is proud to provide the professional service and quality products that its community would expect from an industry leader.

Eligibility for Class 6(b) under the SER program

To be eligible for Class 6(b) status under the SER program pursuant to the Cook County Classification Ordinance, it is necessary to satisfy six requirements:

1. **First, the real estate must be used primarily for industrial purposes.**
   The business operated by the Applicant, Welch Bros., Inc, meets this requirement. Welch Bros., Inc. is in the business of manufacturing precast concrete products which included the following: sanitary sewer systems, storm drainage systems, septic tanks, round and elliptical pipe, construction barrier walls, and flared end sections.

2. **Second, the owner's business must have substantially occupied the property for a minimum of ten (10) years.**
   The Applicant meets this requirement. Welch Bros., Inc. has occupied 75% of the property for over 12 years.

3. **Third, Applicant must prove that the tax incentive is necessary for the Applicant's business(es) to continue operations at the current location and maintain its staff. Furthermore, Applicant must show that the business(es) would not be economically viable causing the property to be in imminent risk of becoming vacant and unused.**
   Welch Bros., Inc meets this requirement as explained above. Applicant competes with companies located through the state of Illinois. Outside of Cook County, where Applicant operates two other locations, offer more favorable business conditions allowing those businesses to keep their prices low and invest in future growth initiatives. As described in greater detail above, the only way Applicant can continue to operate out of the Subject Property would be with the benefit of the Class 6(b) SER incentive.

4. **Fourth, an eligibility application and resolution must be timely filed and requested.**
   Applicant filed notice of intent to request Class 6b tax incentive with the Cook County Assessor prior to submitting this request to you. This requirement has therefore been met.

5. **Fifth, the municipality in which the real estate is located must have, by lawful resolution, determined that special circumstances exist which makes the incentive necessary for Applicant to continue operations at its current location and maintain its staff, and that without such designation, Applicant would not be economically viable causing the property to be in imminent risk of becoming vacant and unused. In addition to the foregoing, the resolution shall also state that the municipality supports and consents to the Class 6(b) SER application to be submitted to the Cook County Assessor.**
   Applicant will meet this requirement pending approval of the request *sub judice*.

6. **Sixth, the Cook County Board must have, by lawful resolution or ordinance, determined that the municipal finding of special circumstances is valid and that the Board supports and consent to the Class 6(b) SER application to be submitted to the Cook County Assessor.**
   This determination would be requested following satisfaction of requirement number five. Upon resolution of the County Board, this final requirement will be met.

We, therefore, respectfully request that in order for Applicant to meet the fifth requirement, the Village of Bartlett pass a resolution stating, in whole or in part,

1. That the incentive is necessary for Welch Bro., Inc to continue operations at its current Bartlett location and in order to maintain its staff, and that, without such designation, continued operation by Applicant would not be economically viable causing the property to be in imminent risk of becoming 100% vacant and unused.

2. That special circumstances exist that make the incentive necessary for such continued operation. One of the special circumstances being the fact that the parcel is adjacent to Kane County where commercial real estate taxes per square foot are nearly half of what they would be for a facility like the Subject Property. Additionally, the large size of the subject building limits the potential set of uses and adds costs to operating at this facility.
3. That the Village of Bartlett supports and consents to the Class 6(b) SER application to be submitted to the Cook County Assessor.

We have enclosed for your review a copy of the Class 6b SER Eligibility Application to the Cook County Assessor, as well as, as documentation describing the nature of Applicant's business operations.

Please sign and return to me the enclosed copy of this letter as evidence to the Cook County Assessor that we have requested the resolution or ordinance from the Village supporting the Class 6(b) tax incentive under the SER program. Please also forward to me any additional documentation that the Village requires Applicant to complete in order to obtaining this Class 6(b) support from the Village, if any.

We appreciate your careful consideration of this request and are happy to answer any further questions you might have regarding the class 6b SER application under the SER program and we look forward to working together.

Very truly yours,

Lauren C. Elliott

Enclosures

Received by: _____

Title: _____

Date: _____

Exhibit 1:

Website materials for Welch Bros., Inc.

welchbrothers.com/about/

WELCH BROS., INC.

CALL US TODAY!

Construction Supply ▪ Elgin, IL: (847) 741-6134
Precast Manufacturing ▪ Bartlett, IL: (847) 741-6134
Precast Manufacturing ▪ Belvidere, IL: (815) 547-3000

Home About Contact Us Construction Supply Store Products

Product Drawings Credit Application

Welch Bros., Inc. engineers and manufactures a wide variety of precast concrete products which include the following: sanitary sewer systems, storm drainage systems, septic tanks, round and elliptical pipe, construction barrier walls, and flared end sections. Our experienced workforce takes tremendous pride in their craftsmanship, and consistently delivers the finished product timely and efficiently. We look forward to
meeting with you to discuss your specific construction needs.

6/8/2017 8:30 AM - 6/8/2017 1:00 PM

AMERICAN PUBLIC WORKS ASSOCIATION FOX VALLEY BRANCH

Presents

Welch Brother's Plant Tour
Thursday, June 8, 2017

TIME: Registration: 8:30 am
Tour: 9:00 am to 1:00 pm

PLACE: 2323 Graham Street
Bartlett, Illinois 60103

COST: $30 members / $40 non-members, which includes coffee and donuts before the tour and lunch after the tour.

Join us on a tour of Welch Brother's 200,000 square foot state of the art precast concrete manufacturing facility located off of Route 25 just south of Elgin. The plant produces reinforced concrete pipe, elliptical concrete pipe, manholes, catch basins, inlets, light pole bases, Com Ed electrical pads, tollway structures, septic tanks, headwalls, grease basins, round and elliptical flared end sections, box culverts, barrier walls, parking blocks and DUCK BLINDS!!!

The tour will be broken into two (2) separate tours of their reinforced concrete pipe plant and their precast concretes structures plant. **ATTENDEES SHOULD WEAR APPROPRIATE "WORK CLOTHING" AND FOOTWEAR ALONG WITH THEIR OWN HARDHAT AND PROTECTIVE EYEWEAR FOR THE TOURS.**

3.0 Professional Development Hours certificates of training will be provided for attendees. This will benefit PE's who are required to earn 30 hours of continuing education every two years. Proceeds from this seminar will help fund the Fox Valley Branch Scholarship Program. Space is limited to 30 attendees so sign up early.

If you are unable to register online, please contact Angie Smith at asmith@eeiweb.com or at (630) 466-6700.

Venue :
Welch Brother's
2323 Graham Street
Bartlett , IL , 60103

Contact Person :
Angie Smith
Email : asmith@eeiweb.com
Phone : (630) 466-6700
Company : Engineering Enterprises, Inc.
Title Executive Assistant

Downloads :

APWA FVB Welch Tour with Directions.pdf

Exhibit 2:

Letter of intent filed with the Cook County Assessor's Office, Class 6b SER application, Federal-state labor law affidavit and Cook County minimum wage affidavit

Elliott & Associates
PROPERTY TAX ATTORNEYS

1430 Lee Street
Des Plaines, IL 60018

Main: 847.298.8300
Fax: 847.298.8388
www.elliottlaw.com

May 3, 2019

COPY

RECEIVED
2019 MAY -6 PM 3: 10
COOK COUNTY ASSESSOR

Incentives Department
Attn. Jeanette Thomas
Cook County Assessor's Office
County Building, Third Floor
118 N. Clark Street
Chicago, IL 60602

Re: Matter #: 27426-01
Property Address: 2115 Graham
Bartlett
Township: Hanover
PIN: 06-30-300-004-0000 & 06-30-300-005-0000

Dear Ms. Thomas:

Please be advised that I represent the owner of the above captioned property currently occupied by my client's business, Welch Brothers Inc.

Please allow this letter to serve as written notice of my client's intention to request a Class 6b Property Tax Incentive under the SER program for the above listed PINs. This notice is being filed with the Assessor's Office prior to requesting a Resolution from the Village of Bartlett.

Please note that continued operation at Applicant's current location is not economically feasible without the issuance of the Class 6b tax incentive.

Please contact me should you have any questions/concerns or need any further documentation. We appreciate your attention to this matter.

Very truly yours,

Joanne P. Elliott MW

Joanne P. Elliott

JPE/le

Received by: _____, _____, on _____
(name) (title) (date)

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER) ELIGIBILITY APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for SER)

This Incentive is Not Renewable and applications will not be taken after November 30, 2018.
(extended)

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, ***a filing fee of $500.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

APPLICANT INFORMATION

Name: Welch Bros, Inc. Telephone: (847) 741-6134
Address: 2115 Gizhem
City: Bartlett State: IL Zip Code:

Contact Person (if different than the Applicant)

Name: Lauren C. Elliott
Company: Elliott & Associates Attorneys PC Telephone: (224) 220-2388
Address: 1430 Lee St.
City: Des Plaines State: IL Zip Code: 60018
Email Address: Lauren@elliottpc.com

PROPERTY DESCRIPTION (PER PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 2115 Gizhem, Bartlett IL
Permanent Real Estate Index Number: 06-30-300-004-0000
(2) 2115 Gizhem, Bartlett IL
Permanent Real Estate Index Number: 06-30-300-005-0000
(3)
Permanent Real Estate Index Number:

City: Bartlett State: IL Zip Code:
Township: Hanover Existing Class: 5-93

PROPERTY INFORMATION

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IDENTIFICATION OF PERSONS HAVING AN INTEREST IN THE PROPERTY

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

INDUSTRIAL USE

Attach a detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.
Include copies of materials, which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

OCCUPANCY REQUIREMENTS

Industrial enterprise must have occupied the premises at the same location for a minimum of ten (10) consecutive years prior to the date of application.

- How many years has industrial enterprise occupied the premises? ≈ 12 years

ECONOMIC HARDSHIP VERIFICATION

Applicant must attach financial analysis *(including tax returns for Federal/State/Local)* and letter demonstrating economic hardship.

NO CURRENT COOK COUNTY PROPERTY INCENTIVE

Applicant verifies that they are not receiving another Cook County property tax incentive for the same property.

- Is Applicant receiving another Cook County property tax incentive for this property?

  YES [ ] NO [✓]

SUBSTANTIAL OCCUPANCY VERIFICATION

Industrial enterprise must occupy a minimum 51% of premises.

- What percentage of industrial enterprise is occupied? 75%

EMPLOYMENT INFORMATION

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 155 Part-time: 2

How many permanent full-time and part-time employees do you now employ at this site?

Full-time: 25 Part-time: 0

LOCAL AND COOK COUNTY BOARD APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application.

The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B **SER** Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be imminent risk of becoming vacant and unused. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead.

A certified copy of a resolution or ordinance from the County Board validating the municipal finding of special circumstances must be obtained by the Applicant. A letter from the County Board confirming that this resolution has been requested needs to be submitted to the Assessor's Office.

If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B **SER** incentive. In all circumstances, both resolutions must be submitted by the time the applicant files an "Incentive Appeal".

TERMINATION OF CLASS 6B SER

If the business ceases operation a Cease Operation Form must be submitted within 30 days of the end of operations. In addition, the Class 6B designation under **SER** may be terminated by the Assessor immediately under any of the following circumstances:

- ☐ Failure to file the required annual affidavit prior to the filing deadline;
- ☐ Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- ☐ Failure to comply with the Class 6B requirements of substantial occupancy

In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the incentive classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Sign Here

Nicholas S Martinez — 6/11/19

Signature — Date

Nicholas S. Martinez — Mgr.

Print Name — Title

Subscribed and sworn before me this 11th day of June, 20 19

Denise M. Oltmann

Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 25, 2021

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Nicholas S. Martinez as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.

2. The property identified by PIN*(s)* with commonly known address*(es)*, listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal *(circle as appropriate)* for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:

   ✓ Class 6B ____ Class 8 *(Industrial property)* ____ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended *(the "Ordinance")*, and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options *(check as appropriate)*:

   ✓ **Applicant is currently paying a living wage to its employees, as defined in the Ordinance.**

   OR

   ____ **Applicant is not required to pay a living wage, pursuant to the Ordinance.**

Sign Here

Further affiant sayeth not.

Nicholas S. Martinez
Agent's Signature

Nicholas S. Martinez
Agent's Name & Title

P.O. Box 749, Elgin IL
Agent's Mailing Address

847-214-3055
Agent's Telephone Number

Welch Bros, Inc.
Applicant's Name

2115 Gretchen, Bartlett
Applicant's Mailing Address

nmartinec@welchbrothers.com
Applicant's e-mail address

Subscribed and sworn before me this 11th day of June, 20 19

Denise M. Oltmann
Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 25, 2021

EXHIBIT A
(Please type or Print)

PIN(s)	Common Address
06-30-300-004-0000	2115 Graham, Bartlett
06-30-300-005-0000	2115 Graham, Bartlett

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

COOK COUNTY MINIMUM WAGE AFFIDAVIT

Introduction

This affidavit arises from section 74-74. Please see the following website for the Cook County Ordinances: Municode.com

Instructions

Applications: all new applicants are required to submit this affidavit with their eligibility application and their appeal for class change.

Renewals: all renewal applicants are required to submit this affidavit with their renewal application.

Annual Affidavit: all incentives classes are required to submit this affidavit on an annual basis.

Original applicant occupied incentive property must sign the affidavit.

Non-original applicant occupied incentive property requires that the owner(s) and tenant(s) are required to submit this affidavit.

All Substantial owners must file this affidavit.

Mail each office an original completed affidavit:

Cook County Assessor's Office	Cook County Bureau of Economic Development
Incentives Department	Department of Planning and Development
118 North Clark, 3rd Floor	69 West Washington, Suite 2900
Chicago, Illinois 60602	Chicago, Illinois 60602

Definitions

A substantial owner means: "any person who owns or holds a 25 percent or more percentage of interest in any business entity seeking a County privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, substantial owner means that individual or sole proprietor." See Section 34-367.

If you have any questions regarding this affidavit you should contact the Cook County Department of Human Rights.

SWORN STATEMENT

I Nicholas S. Martinez *(print your name)* as agent for the applicant set for the below, who is seeking a classification Incentive as referenced below and having personal knowledge of all facts stated herein, I do hereby state under oath subject to penalties of perjury as follows:

The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of this **Application / Renewal** *(circle as appropriate)* for one of the following Development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, as amended *(circle all that apply to your property)*:

Class 6 (all) **Class 7 (all)** **Class 8 (all)** **Class S** **Class SRO**

Class 9 **Class S** **Class L** **Class C**

COOK COUNTY MINIMUM WAGE COMPLIANCE

1. The Cook County Assessor's Office has issued the following Control Number regarding this **Application / Renewal** *(circle as appropriate)*, _____ and the application was submitted on _____.

2. The applicant *(circle one)* **Has / Has Not** violated the Cook County Minimum Wage Ordinance, Chapter 42, Division 2 as amended. If you claim a violation, you must request that the Incentive be terminated.

Further affiant sayeth not.

Sign Here

Nicholas S. Martinez
Agent's Signature

Nicholas S. Martinez - Mgr.
Agent's Name & Title

P.O. Box 749, Elgin IL
Agent's Mailing

847-214-3055
Address Agent's Telephone Number

Welch Bros, Inc.
Applicant's Name

2115 Gretchen, Bartlett
Applicant's Mailing Address

nmartinez@welchbrothers.com
Applicant's E-Mail Address

Subscribed and sworn before me this 11th day of June, 20 19.

Denise M. Oltmann
Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 25, 2021

EXHIBIT A

(Please type or Print)

PIN(s)	Common Address
06-30-300-004-0000	2115 Graham, Bartlett
06-30-300-005-0000	2115 Graham, Bartlett

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

FEDERAL/STATE LABOR LAW AFFIDAVIT

Introduction

This affidavit arises from Sections 74-71, 74-72, 74-74. Please see the following website for the Cook County Ordinances: Municode.com

Instructions

Recipients of Incentives: all recipients of an Incentive are required to submit this affidavit.

Applications: all new applicants are required to submit this affidavit with their eligibility application and their appeal for class change.

Renewals: all renewal applicants are required to submit this affidavit with their renewal application.

All Substantial owners, owners, occupiers (includes all tenants) must file this affidavit.

Mail each office an original completed affidavit:

Cook County Assessor's Office
Incentives Department
118 North Clark, 3rd Floor
Chicago, Illinois 60602

Cook County Bureau of Economic Development
Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

Definitions

A substantial owner means: "any person who owns or holds a 25 percent or more percentage of interest in any business entity seeking a County privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, substantial owner means that individual or sole proprietor." See Section 34-367.

Five Years prior to application means: five years prior to the 10-year term of the incentive. That means if you are on a renewal term, your time frame for the statement is 5 years prior to the renewal of the current incentive term. Five years prior to the application shall also mean (365 x 5) days prior to the date stamp on your application.

SWORN STATEMENT

I Nicholas S. Martinez *(print your name)* as agent for the applicant set for the below, who is seeking a classification Incentive as referenced below and having personal knowledge of all facts stated herein, I do hereby state under oath subject to penalties of perjury as follows:

The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of this **Application / Renewal** *(circle as appropriate)* for one of the following Development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, as amended *(circle all that apply to your property)*:

Class 6 (all) **Class 7 (all)** **Class 8 (all)** **Class S** **Class SRO**

Class 9 **Class S** **Class L** **Class C**

NO VIOLATION OF ANY LABOR LAWS

1. The Cook County Assessor's Office has issued the following Control Number regarding this **Application / Renewal** *(circle as appropriate)* _____ and the application was submitted on _____.

A. If you are **applying for an Incentive**, the applicant *(circle one)* **Has / Has Not** violated the Illinois Wage Payment and Collection Act, The Illinois Minimum Wage Act, the Illinois Worker Adjustment Retraining Notification Act, the Illinois Employee Classification Act, the Federal Worker Adjustment and Retraining Notification Act, the Federal Fair Labor Standards Act and/or any comparable state statute or regulation of **any** state and including **five years prior to the application** of the Incentive. If you state a violation, you are not qualified to receive an Incentive class and you should not continue the application process.

B. If you are an **existing Incentive**, the applicant *(circle one)* **Has / Has Not** violated the Illinois Wage Payment and Collection Act, The Illinois Minimum Wage Act, the Illinois Worker Adjustment Retraining Notification Act, the Illinois Employee Classification Act, the Federal Worker Adjustment and Retraining Notification Act, the Federal Fair Labor Standards Act and/or any comparable state statute or regulation of **any** state and including **five years prior to the application** of the Incentive. N/A

C. If **after having received the Incentive classification,** you have violated any labor law anywhere in the United States, state that the applicant (*circle one*) **Has / Has Not** cured the violation within 45 days of receiving this affidavit. If you did not cure within 45 days, you must request that the Incentive be terminated. Failure to return the affidavit within 45 days of mailing shall result in an automatic termination of the Incentive for failure to state compliance.

Sign Here

Further affiant sayeth not.

Nicholas S Martinez
Agent's Signature

Nicholas S. Martinez - Mgr.
Agent's Name & Title

P.O. Box 749
Agent's Mailing

847-214-3055
Address Agent's Telephone Number

Welch Bros. Inc.
Applicant's Name

2115 Graham, Bartlett
Applicant's Mailing Address

nmartinez@welchbrothers.com
Applicant's E-Mail Address

Subscribed and sworn before me this 11th day of June, 20 19

Denise M. Oltmann
Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 25, 2021

EXHIBIT A

(Please type or Print)

PIN(s)	Common Address
06-30-300-004-0000	2115 Graham, Bartlett
06-30-300-005-0000	2115 Graham, Bartlett

Hanover
27426-01

AFFIDAVIT

State of Illinois)
)
County of Cook)

Affiant's Name	Nicholas S. Martinec
Affiant's Address.....	2115 Graham
.....City, State, Zip.....	Bartlett, IL
.....Phone Number	847-214-3055

The undersigned Affiant being first duly sworn on oath state and affirm that I have personal knowledge of the facts set forth in this Affidavit and that I am competent to testify to the following:

1. That I am the ~~owner / property manager~~ / agent (circle one) of/for the property commonly known as 2115 Graham, Bartlett, Illinois (the "Property);

2. That the Property is identified by Permanent Tax Index Number (s) 06-30-300-004-0000 06-30-300-005.

3. The business, Welch Bros Inc., has occupied at least 75% of the building(s) since January 1, 2008. The remainder of the building (25%) is and has been ~~leased~~ / vacant (circle one) since January 1, 2008.

4. That the evidence of hardship attached to my appeal is true and correct. The attached evidence of hardship supports a determination that participation in the SER Program is necessary for my business to continue operations at its current location on the Property and maintain its staff;

5. That, without the Class 6b designation, it would not be economically viable for me to continue to operate my business at this location, causing the property to be in imminent risk of becoming vacant and unused; and

6. That I am not currently receiving any other Cook County property tax incentive for this Property.

OFFICIAL SEAL
KATHLENE S DUFFY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/20/23

Kathlene S Duffy
10/31/19

Nicholas S. Martinec
Signature of Affiant

Nicholas S. Martinec
Print Affiant's Name

Elliott may request that Client provide documentation from time to time that will enable Elliott to contest the assessment. However, Elliott shall not be responsible in any way whatsoever if an assessment reduction is not obtained due to Client's failure to provide complete documentation on a timely basis.

Client grants Elliott a limited power of attorney to sign forms needed to file timely appeals duri tion of this agreement for the property.

Sign Here

Elliott and Client agree to this engagement on the conditions set forth above.

CLIENT

Sign Here

Date: 6/11/19

ELLIOTT & ASSOCIATES, P.C.

By: Michael J. Elliott
May 3, 2019

Hanover
27426-01

COOK COUNTY ASSESSOR'S OFFICE

JAMES M. HOULIHAN, ASSESSOR

118 NORTH CLARK STREET, CHICAGO, IL 60602

PHONE: 312.443.7550 WEBSITE: WWW.COOKCOUNTYASSESSOR.COM

5401062105

2009
Appeal Year

Vacancy Affidavit

Town: Hanover

Appeal Number: 27426-01

06 - 30 - 300 - 004 - 0000
Property Index Number(s)

06 - 30 - 300 - 005 - 0000
Property Index Number(s)

2115 Graham
Property Street Address

Bartlett — IL
City — State — Zip

Hanover
Township

~~Nick Martinec~~ Wilch Bros Inc
~~c/o Elliott & Associates Attorneys, P.C.~~
Owner/Taxpayer

1430 Lee Street
Owner's Mailing Address

Des Plaines — IL — 60018
City — State — Zip

847 - 298 - 8300
Daytime Phone Number

Email Address

I, NICK MARTINEC
(Affiant's Name)

being first duly sworn on oath state that I am On behalf for Wilch Bros Inc

and that in said capacity I have sufficient knowledge of the above property to state that for the year 2009

the following information is accurate.

X Nick Martinec
Signature of Affiant

2115 Graham
Property Street Address

(847) 298 - 8300
Daytime Phone Number

Bartlett — IL
City — State

Zip

Subscribed and sworn before me this 26th day of February 2010

Denise M. Oltmann
Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013
Notary Stamp

2062092517

COOK COUNTY ASSESSOR'S OFFICE
JAMES M. HOULIHAN, ASSESSOR
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 WEBSITE: WWW.COOKCOUNTYASSESSOR.COM

5402062105

Vacancy Affidavit

Hanover
27426-01

	Total Number of: O Square Feet	O Units	Total Number Physically Vacant and for which No Rent was collected: O Square Feet	O Units
January	100	000	25	000
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Total	1,200	000	Total Vacant	300,000

Percent Vacant 25 %

7683092511

COOK COUNTY ASSESSOR'S OFFICE

JAMES M. HOULIHAN, ASSESSOR

118 NORTH CLARK STREET, CHICAGO, IL 60602

PHONE: 312.443.7550 WEBSITE: WWW.COOKCOUNTYASSESSOR.COM

5401062105

Vacancy Affidavit

2010
Appeal Year

Town

Appeal Number
Hanover
27426-01

06-30-300-004-0000
Property Index Number(s)

06-30-300-005-0000
Property Index Number(s)

2115 Graham
Property Street Address

Bartlett IL
City State Zip

Hanover
Township

Welch Brothers Inc.
c/o Elliott & Associates Attorneys, P.C.
Owner/Taxpayer

1430 Lee Street
Owner's Mailing Address

Des Plaines IL 60018
City State Zip

847 - 298 - 8300
Daytime Phone Number

Email Address

I, M. Welch
(Affiant's Name)

being first duly sworn on oath state that I am The Agent

and that in said capacity I have sufficient knowledge of the above property to state that for the year 2010

the following information is accurate.

M. Welch
Signature of Affiant

2115 Graham
Property Street Address

(847) 298 - 8300
Daytime Phone Number

Bartlett IL
City State Zip

Subscribed and sworn before me this 26th day of January, 2011

Denise M. Oltmann
Signature of Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013

2062092517

COOK COUNTY ASSESSOR'S OFFICE

JAMES M. HOULIHAN, ASSESSOR
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 WEBSITE: WWW.COOKCOUNTYASSESSOR.COM

5402062105

Vacancy Affidavit

Hanover
27426-01

	Total Number of: O Square Feet	O Units	Total Number Physically Vacant and for which No Rent was collected: O Square Feet	O Units
	___,	___,	___,	___,
January	___, 100,	000	___, 25,	000
February	___,		___,	
March	___,		___,	
April	___,		___,	
May	___,		___,	
June	___,		___,	
July	___,		___,	
August	___,		___,	
September	___,		___,	
October	___,		___,	
November	___,		___,	
December	___,		___,	
Total	1, 200,	000	Total Vacant ___, 300,	000

Percent Vacant 25 %

Hanover
27426-01

AFFIDAVIT

State of Illinois)
)
County of Cook)

Affiant's Name ..... Nick Martinec
Affiant's Address.....
.....City, State, Zip.....
.....Phone Number .....

The undersigned Affiant being first duly sworn on oath state and affirm that I have personal knowledge of the facts set forth in this Affidavit and that I am competent to testify to the following:

1. That I am the General Manager for Welch Brothers and that Welch Brothers operates a portion of its business at the property commonly known as 2115 Graham, Bartlett, Illinois (the "Property);

2. That the Property is identified by Permanent Tax Index Number (s) 06-30-300-004-0000 06-30-300-005.

3. That Welch Brothers also has manufacturing facilities on an adjacent site which is located in Elgin on the Kane County side;

4. That in 2006 when the real estate market was booming it became apparent that Welch Brothers needed to expand to keep up with the growing demand for the types of pipes that they manufacture for underground sewer/drainage;

5. That based upon informal projections among the executive staff it was decided that a 100,000 sq.ft. facility would be needed to run 3 shifts in order to meet demand for their product;

6. That property was acquired adjacent to the existing Elgin site for the purpose of building said 100,000 sq.ft. facility;

7. That at the time the executives did not realize Cook County had a classification system which causes taxes in Cook County for Industrial property to be much higher on a psf basis than Kane County;

8. That the executives assumed their real estate taxes for the new facility in Cook County would be comparable to taxes on the Kane County facility.

9. That they were not aware of the Class 6b Incentive;

10. That the building permit was issued in 2006 and the building was under roof in 2007;

11. That in 2007 the real estate economy began a severe downturn which has continued into 2010;

12. That income/orders is down over 32% from 2007 and that income/orders are down over 85% from the projections upon which the new facility was built;

13. That the new facility was constructed in order to accommodate three working shifts and that business can currently only justify one working shift.

14. That by the time the above facility was completed the amount of square footage in the building was no longer needed by Welch Brothers and that the building is currently 25% vacant and has been since January 1, 2008;

15. That the owners have tried to find tenants for the 25% vacant space through work of mouth in the industry; however, most manufacturers in the building industry are downsizing right now and not looking for new space.

Nick Martinez
Signature of Affiant

Nick Martinez
Print Affiant's Name

Subscribed and sworn to before me
this 22nd day of June,
2010.

Denise M. Oltmann
Notary Public

My Commission Expires Sept. 3, 2013

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

2011 Appeal No: _____

Hanover
27426-01

I, David Welch, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 2115 Graham (ADDRESS) in Bartlett (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2011 is as follows:

Condos or Apartments (Please circle)

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant*	Total Sq. Ft. of Commercial/Industrial Area *	Total Number of Residential Condos/Apartments Rented	Total Number of Residential Condo/Apartments Vacant	Total Number of Residential Condo/Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total						

Total annual percent weighted vacancy of industrial/commercial space: 25%

Total annual percent weighted vacancy of Residential condo/apartments: N/A

* Include Commercial condos here.

(Please check all boxes that apply)

1. [X] Photos of the vacant space are included with this appeal
2. [ ] Photos of the vacant space are not included because: _____
3. [X] Attempts to lease the vacant space were made: For Rent Sign, Word of Mouth (list all attempts made to lease vacant space)
4. [ ] No attempts were made to lease the vacant space because: _____

Subscribed and sworn before me, this 31st day of October, 2011

Denise M. Oltmann
Notary Public

OFFICIAL SEAL
(Notary Seal or Stamp)
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013

Further affiant saveth not.

David Welch
Affiant

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

}

2012 Appeal No: _____

Hanover
27426-01

I, _____, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 2115 Graham (ADDRESS) in Bartlett (CITY) subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2012 is as follows:

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant*	Total Sq. Ft. of Commercial/Industrial Area *	Condos or Apartments (Please circle) Total Number of Residential Condo's/Apartments Occupied	Total Number of Residential Condo's/Apartments Vacant	Total Number of Residential Condo/Apartments
January	75 000	25000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total						

Total annual percent weighted vacancy of industrial/commercial space: 25%

Total annual percent weighted vacancy of Residential condo/apartments: n/a

* Include Commercial condos here.

(Please check all boxes that apply)

1. ☐ Photos of the vacant space are included with this appeal

2. ☐ Attempts to lease the vacant space were made. _____
(list all attempts made to lease vacant space)

3. ☐ No attempts were made to lease the vacant space because: For rent sign, word of mouth

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll.

Subscribed and sworn before me,
this 31st day of October, 2012

Denise M. Oltmann
Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013

Further affiant sayeth not.

x Nicholas J. Martin
Affiant

27426-01

REALTOR® Association of NorthWest Chicagoland

COMMERCIAL EXCLUSIVE AUTHORIZATION & RIGHT TO SELL/LEASE AGREEMENT

To: Listing Company (Broker) Prudential Starck, Realtors Date: ____

Property/Business (strike inapplicable) Address: Street 2115 Graham Unit# na Garage# na

City Bartlett State IL Zip 60103 County Cook

Property/Business (strike inapplicable) will be listed at $ 19.50/S.F. or annual rental of $ 480,500 Possession Tbd

If a lease, indicate terms of lease: Gross Lease

Permanent real estate (tax ID#) ____ Lot Dimensions approximately ____

Type of Property/Business (strike inapplicable) and Zoning Industrial Manufacturing

All references to Seller or Lessor in this document hereinafter referred to as Seller. All references to Buyer or Lessee in this document hereinafter referred to as Buyer.

In consideration of the following mutual premises and other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by all parties hereto, and in further consideration of your efforts to procure an acquiring party (including but not limited to purchaser, lessee, investor or lender in the case of "recasting of financial position") for the property/business (strike inapplicable), and improvements thereon, described below ("Property/Business") (strike inapplicable), the undersigned (Seller) grants to you (Broker) as agent, the exclusive right to sell, exchange, or lease the property/business (strike inapplicable) or recast Seller's financial position in regard to the Property/Business (strike inapplicable), at Seller's written direction from the date of this agreement until expiration of 1 YEAR at which time this agreement shall automatically terminate. However, this agreement may be cancelled after June 30, 2012 (date) by 30 days advance written notice of either party to the other. From the date of your acceptance of any offer to purchase the subject property/business (strike inapplicable), unless such offer to purchase is subject to the continual marketing of the property/business (strike inapplicable), Broker shall have no further obligation to market, advertise for sale or show your property/business (strike inapplicable).

BROKERAGE FEE: Seller shall pay a real estate selling fee to Broker of One Month's Lease Amt. of the sale price in accordance with the terms and conditions contained herein. Broker shall be the exclusive leasing agent of Seller for which Broker shall, upon execution of a lease for the property/business (strike inapplicable), receive from Seller a leasing fee of $ 9,400.00. Seller shall pay all costs of advertising and marketing, including but not limited to signs and brochures in an amount not to exceed $ ____. A marketing plan and advertising budget may be attached to and made a part of this Commercial Exclusive Authorization and Right to Sell Agreement. Seller authorizes Broker to disseminate information about the Property/Business (strike inapplicable) through any Multiple Listing Service ("MLS") in which Broker is a participant or has access, to utilize other Brokers as cooperating brokers in carrying out Broker's obligations hereunder, and to pay compensation to such cooperating brokers as Broker deems appropriate.

DESIGNATED AGENT/LICENSEE: Broker designates Frank J. Cebrek ("Seller's Designated Agent/Licensee"), a sales associate(s) affiliated with Broker as the only legal agent(s) of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate, who is not an agent of Seller, provide support in the marketing of Seller's property/business (strike inapplicable). Seller understands and agrees that this agreement is a contract for Broker to market Seller's property, and that Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

DUAL AGENT CONSENT: The undersigned Frank J. Cebrek (Licensee undertaking dual representation), may undertake a dual representation (represent both Seller/landlord and buyer or tenant) for the sale or lease of the property. Sellers acknowledge they were informed of the possibility of this type of representation. BEFORE SIGNING THIS DOCUMENT PLEASE READ THE FOLLOWING: Representing more than one party to a transaction presents a conflict of interest since both buyers and Sellers may rely upon Licensee's advice and Buyers and Sellers respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interest and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual representation, including the risks involved, and understands that Seller has been advised to seek independent advice from advisors or attorneys before signing any document in this transaction.

WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property/business (strike inapplicable) to buyer or tenant.
3. Disclose all latent material defects in the property/business (strike inapplicable) that are known to Licensee.
4. Disclose financial qualification of buyer or tenant to Seller or landlord.
5. Explain real estate terms.
6. Help buyer or tenant to arrange for property/business (strike inapplicable) inspections.
7. Explain closing costs and procedures.
8. Help buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price Seller or landlord will take other than the listing price without permission of Seller or landlord.
3. The price buyer or tenant is willing to pay without permission of buyer or tenant.
4. A recommended or suggested price buyer or tenant should offer.
5. A recommended or suggested price Seller or landlord should counter with or accept.

If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

Seller(s) acknowledge(s) that they have been advised as to any alternative agency relationships available through Broker.

By initialing, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH Seller or landlord and buyer or tenant) should that become necessary. (Initials) NM / ____

PERSONAL PROPERTY: The following is the personal property, if any, which is now located on the premises: ventilating and central air conditioning equipment, heating, lighting and plumbing fixtures, cabinets, planted vegetation, screens, storm windows, and doors as exist, and the following items:

____

____

If the property/business (strike inapplicable) is being sold, a bill of sale shall be furnished at closing for the above listed personal property.

Exclusions: ____

SELLER UNDERSTANDS IT IS ILLEGAL FOR SELLER OR BROKER TO REFUSE TO SELL/LEASE TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, OR THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

Seller shall pay for all assessments, regular or special, due or levied prior to closing. Current assessment is $ ____ per ____ which includes:

____

In the event the premises is a condominium, Seller shall comply with all requirements as set forth in the Illinois Condominium Property/Business (strike inapplicable) Act.

Seller represents that the most recent ascertainable tax bill for the year na is $ ____.

Seller represents that there neither are, nor have there been, any underground storage tanks located on the Property/Business (strike inapplicable) and no chemicals or toxic waste have been stored or disposed of on the Property, except for na

The Property/Business (strike inapplicable) has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property/Business (strike inapplicable) is not located within any designated legislative "Superfund" area, except for na

RIDERS, TERMS AND GENERAL CONDITIONS: This contract is subject to the Terms and Conditions on the back page hereof and the following Rider(s) labeled ____ attached hereto, which Riders, Terms and Conditions are made a part of this Agreement, all of which constitute a legally binding contract.

AUTHORIZED BROKER SIGNATURE	Nick Martin SELLER/LESSOR/BENEFICIARY Tax ID/SS#
Frank Cebrek DESIGNATED AGENT/LICENSEE SIGNATURE	SELLER/LESSOR/BENEFICIARY
1300 Larkin Ave. Elgin Il 60123 ADDRESS/CITY/STATE/ZIP	PO Box 749, Elgin, Il 60121 ADDRESS/CITY/STATE/ZIP
847 931 4667 COMPANY PHONE NUMBER/AGENT'S PHONE NUMBER	847-741-6134 WORK PHONE NUMBER/HOME PHONE NUMBER

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TERMS AND CONDITIONS

BROKER RESPONSIBILITIES:

1. Seller understands that any contribution of funds by Broker to a Cooperating Agent shall not create any agency relationship between Buyer's Cooperating Agent and Broker or Seller.
2. Broker may hold earnest money deposits according to the terms of any sales contract or any other agreement between Seller and Buyer and disburse those funds in accordance with the provisions of such sales contract or agreement and as provided for herein.
3. Accept delivery of and present to Seller all offers and counteroffers to buy, sell or lease Seller's property, to assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived, and to answer Seller's questions relating to all offers, counteroffers, notices and contingencies.

SELLER SHALL:

1. Cooperate fully with Broker; refer all inquiries to Broker; provide access to property/business (strike inapplicable) for purpose of showing the property; and conduct all negotiations through Broker.
2. The selling fee is payable subject to the terms contained herein, if this property/business (strike inapplicable) is sold, gifted or exchanged by Broker, Seller, or any other person during the term of this agreement or if the property/business (strike inapplicable) is optioned during the term of this agreement and the option is subsequently exercised; or the property/business (strike inapplicable) is leased during the term of the agreement and lessee subsequently purchases the property; or if the property/business (strike inapplicable) is sold directly or indirectly within six (6) months ("Protection Period") after termination of this contract to a buyer to whom it was offered during the listing term. However, if the property/business (strike inapplicable) is four (4) residential units or less, Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said Protection Period. This Protection Period will survive any subsequent listing by another Broker which terminates for any reason. The provisions of this section shall survive the termination of this agreement.
3. Execute or cause to be executed a sales contract, Articles of Agreement, lease or lease with purchase option, upon agreed terms and conditions. The Brokerage Fee shall be deemed earned upon the execution of same by Seller and Buyer. The Brokerage Fee is to be paid: at the time of closing of any sale or exchange; at the execution of any lease, or Articles of Agreement, at the time an option is exercised, or upon a default as discussed herein. Broker may pay from any escrow held, the brokerage fee and any agreed additional expenses.
4. Cause to be done all things necessary to complete the closing of the transaction, including but not limited to, furnishing a commitment for title insurance in the amount of the purchase price, furnishing a current survey, executing documents of conveyance and other usual and customary forms, declarations, and closing statements which may include prorations for general and special taxes, assessments and association, homesellers and civic association dues, if any.
5. Authorize Broker to report the sale price, type of financing, and other appropriate statistical information to any multiple listing service to which the property/business (strike inapplicable) has been submitted in accordance with the MLS rules and regulations.
6. To indemnify and save and hold Broker harmless from all claims, disputes and litigation, whether frivolous or not, including any judgments, court costs, attorneys fees and related costs arising from (a) any misrepresentation made by Seller, any incorrect information supplied by Seller or Seller's failure to disclose any material facts or information (including latent or patent defects) concerning the property known by Seller; b) the action of any animal or pet of Seller while Seller's property is being shown by Broker or others; c) the escape, injury or death of any animal or pet of Seller; d) all pre-existing conditions of Seller's property; e) any accident or incident involving any person while viewing Seller's property arising from the condition of Seller's property; and f) Broker's publishing and dissemination of any visual images of Seller's property for marketing purposes.
7. Supply Broker with the most recent and accurate income and expense figures, lease for the Property, any mortgage information, if applicable, and any other pertinent information, which is the opinion of Broker, is necessary to establish the saleability of or assist Broker in the marketing of the Property.
8. Seller shall provide all information relevant to the condition, use and operation of the Premises available to Seller to Buyer. Seller shall prepare, deliver to Buyer, and record, if appropriate, all documentation for the Premises in accordance with the Illinois Responsible Property/Business (strike inapplicable) Transfer Act or similar laws of any jurisdiction in which the property/business (strike inapplicable) is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

SELLER REPRESENTS AND WARRANTS:

1. That he has the authority to execute this Agreement and to bind all parties who have an ownership interest in this property/business (strike inapplicable) and to deal with and on behalf of said property/business (strike inapplicable) as herein provided including providing evidence of good, insurable and merchantable title. Seller warrants that any prior agreements have in fact been cancelled, expired, terminated, and no longer in effect upon the signing of this agreement. (IF REQUIRED) Seller shall complete, simultaneously with this listing agreement, any RESIDENTIAL REAL PROPERTY/BUSINESS (STRIKE INAPPLICABLE) DISCLOSURE REPORT required by law, agrees to respond completely and truthfully to all questions included therein, and hereby authorizes Broker to distribute same.
2. That the Property/Business (strike inapplicable) is not now in foreclosure or the subject of any other litigation or arbitration proceeding nor is any such action threatened. In the event Seller's position changes in this regard during the terms of this agreement, Seller shall promptly inform Broker of the nature and extent of such change.

SELLER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY A BUYER WITH SELLER, ANY EARNEST MONEY, LESS THE EXPENSES AND BROKERAGE FEE OF THE BROKER, SHALL BE PAID TO SELLER. IF SELLER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF BUYER, SHALL BE REFUNDED TO BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION TO PAY THE BROKERAGE FEE AS SET FORTH IN THIS AGREEMENT. SELLER AGREES THAT IN THE EVENT A DISPUTE BETWEEN SELLER AND ANY BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT BETWEEN SELLER AND A BUYER, INITIATE AN ACTION IN THE NATURE OF INTERPLEADER AND DEPOSIT ALL DISPUTED ESCROWED FUNDS WITH THE CLERK OF THE CIRCUIT COURT. IN SUCH EVENT, SELLER AGREES TO HOLD BROKER HARMLESS AND INDEMNIFY BROKER FROM ANY CLAIMS, DEMANDS OR JUDGEMENTS OF A BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY A BUYER OR TO FILE AN INTERPLEADER ACTION OR SIMILAR ACTION.

ARBITRATION: Seller agrees that in the event of a dispute with Broker, or any of Broker's agents or employees, arising out of the subject matter of this Agreement, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, or other mutually agreeable arbitration service, and not be litigated, except for such judicial review of the award of arbitrators as permitted under Illinois law. The costs of such arbitration services shall be borne by the non-prevailing party. In any civil action, arbitration or other proceeding arising out of Broker's efforts to collect Broker's fees hereunder, Seller agrees that Broker shall be entitled to recover from Seller reasonable attorney's fees and costs, if Broker is the prevailing party.

Seller understands and agrees that Broker will be free to enter into agreements with other prospective buyers and Sellers as legal agents of those buyers and Sellers.

It is mutually understood and agreed that, by law, Broker is only permitted to prepare a contract of sale. Seller agrees to furnish or have his attorney furnish all legal documents necessary to close the transaction.

Broker's sole duty is to effect a sale and/or of the property/business (strike inapplicable) and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair, nor is Broker charged with any responsibility for the status or condition of the property/business (strike inapplicable) or any appliances contained therein.

It is mutually understood and agreed that no alterations in the terms of this Agreement, including but not limited to the amount of the brokerage fee or time of payment, shall be valid and binding unless made in writing and signed by the parties. This agreement shall take precedence over any other listing agreement (whether exclusive or not) which is prior in time and which has expired in accordance with its terms and conditions.

In the event this agreement is cancelled by Seller, or Seller renders the property/business (strike inapplicable) unavailable, unless mutually agreed to in writing by Broker and Seller, Seller shall pay to Broker, upon written demand of Broker within four (4) business days of written demand, reimbursement of out-of-pocket expenses including but not limited to: advertising, office expenses, Multiple Listing Service (MLS) fees, printing, etc. However, such payment shall not release Seller of his/her obligations of this agreement.

In the event the premises is a condominium, townhome, or any other homeseller association property/business (strike inapplicable), Seller shall have available for Buyer at time of sales contract/lease agreement the following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; bylaws; financial statements; and any other rules and regulations in effect.

LOCK BOX TERMS & PROVISIONS:

Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of this authorization, but not limited to any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal or gross negligence on the part of Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance through Seller's insurance company, if the property is leased. Seller acknowledges that he has in fact notified and advised the tenants/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.

2115 Graham, Bartlett, Il. 60103

Directions:

Rte 25 South of Rte 20; just past ITW...entrance on east side of road {into the old Brady Ready Mix plant area}; take road to right and go past first building; follow roadway to building in back of property on right.

Remarks:

Office and Industrial warehouse space available for rent. Office includes large meeting room/lunch area, two private offices, reception area, lobby, hallway, men's shop-area. Industrial warehouse space encompasses approximately 22,000 square feet divided into two distinct section of building. First section is immediate to the office area. Second section is at far end of building. Three drive-in doors available for this area. Must be rented as one unit....not devisable.

Agent Remarks:

Listing Realtor must accompany prospective tenants when building is being shown. Building only shown during business hours of Monday thru Friday 9 am to 5 pm. Contact listing Realtor at 847 717 4321.

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

2013 Appeal No: 27426-01

Hanover

I, Nick Martinec, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 06-30-300-004-0000 (PROPERTY INDEX NUMBER(S)) in Bartlett (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2013 is as follows:

Condos or Apartments (Please circle)

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant*	Total Sq. Ft. of Commercial/Industrial Area *	Total Number of Residential Condos/Apartments Occupied	Total Number of Residential Condo/Apartments Vacant	Total Number of Residential Condo/ Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	900,000	300,000	1,200,000			

Total annual percent weighted vacancy of industrial/commercial space 25%

Total annual percent weighted vacancy of Residential condo/ apartments _____

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. ☐ Photos of the vacant space are included with this appeal

2. ☒ Attempts to lease the vacant space were made. Listing agreement attached
(list all attempts made to lease vacant space)

3. ☐ No attempts were made to lease the vacant space because: _____

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll.

Subscribed and sworn before me,

this 16th day of August 2013

Denise M. Oltmann
Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 3, 2013

(Notary Seal or Stamp)

Further affiant sayeth not.

Nick Martinec
Affiant

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

2014 Appeal No: 123645

I, Nick Martinez, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 06-30-300-004-0000 (PROPERTY INDEX NUMBER(S)) in Bartlett (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2014 is as follows:

Condos or Apartments (Please circle)

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant *	Total Sq. Ft. of Commercial/Industrial Area *	Total Number of Residential Condos/Apartments Occupied	Total Number of Residential Condo/Apartments Vacant	Total Number of Residential Condo/ Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	900,000	300,000	1,200,000			

Total annual percent weighted vacancy of industrial/commercial space 25%

Total annual percent weighted vacancy of Residential condo/ apartments

*** Include Commercial condos here.**

(Please check all boxes that apply)

1. [X] Photos of the vacant space are included with this appeal

2. [X] Attempts to lease the vacant space were made. See the attached Rental Listing (list all attempts made to lease vacant space) that has been on market for 942 days. See Page 2 and 3 of the Rental Listing for details.

3. [ ] No attempts were made to lease the vacant space because:

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll.

Subscribed and sworn before me, this 2nd day of July, 2014

Denise M. Oltmann
Notary Public

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 6, 2017

Further affiant sayeth not.

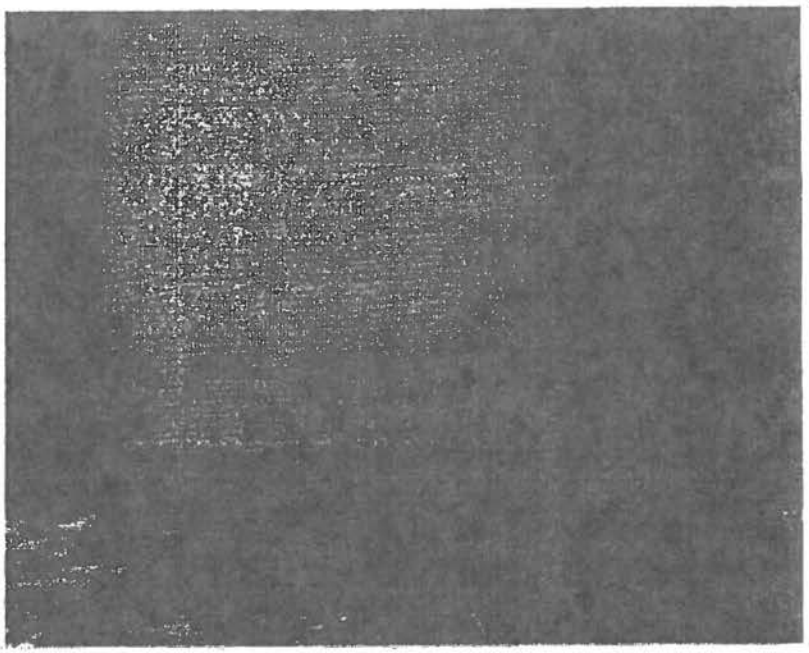
Sign Here Nick Martinez
Affiant

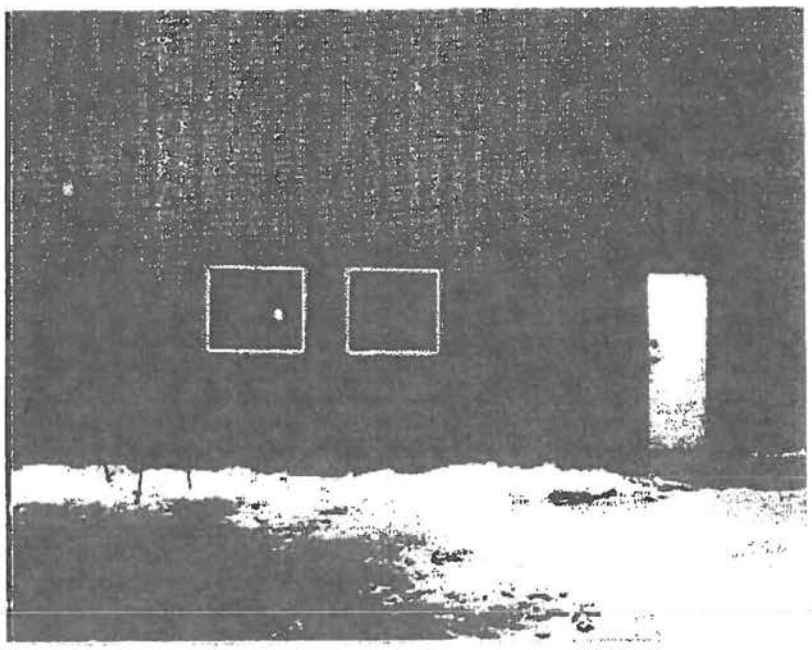
COLDWELL BANKER
RESIDENTIAL BROKERAGE

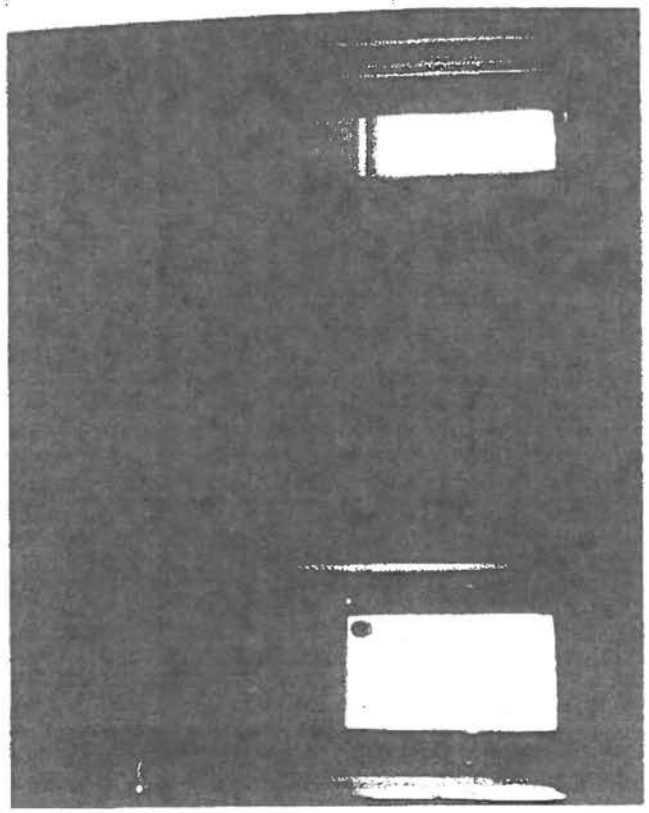
ColdwellBankerOnline.com

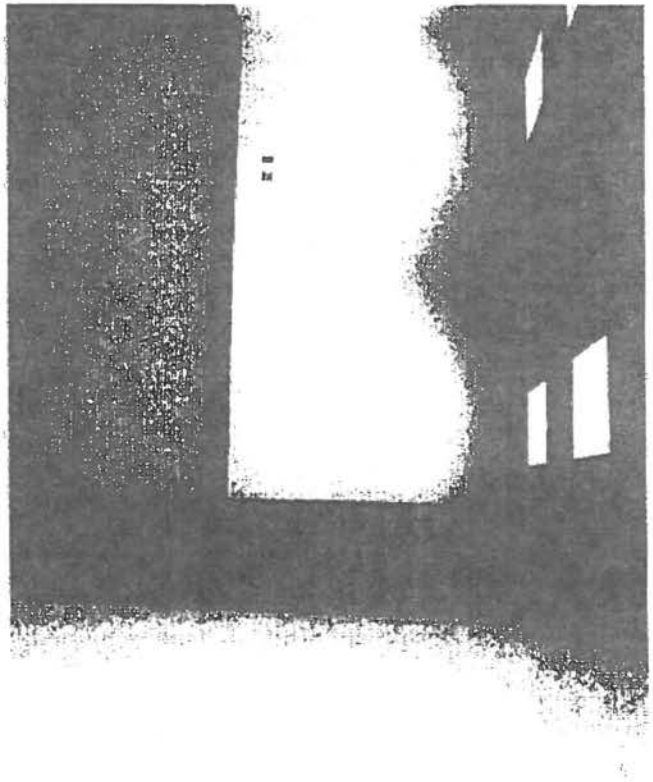
2115 Graham Street, Bartlett, IL 60103

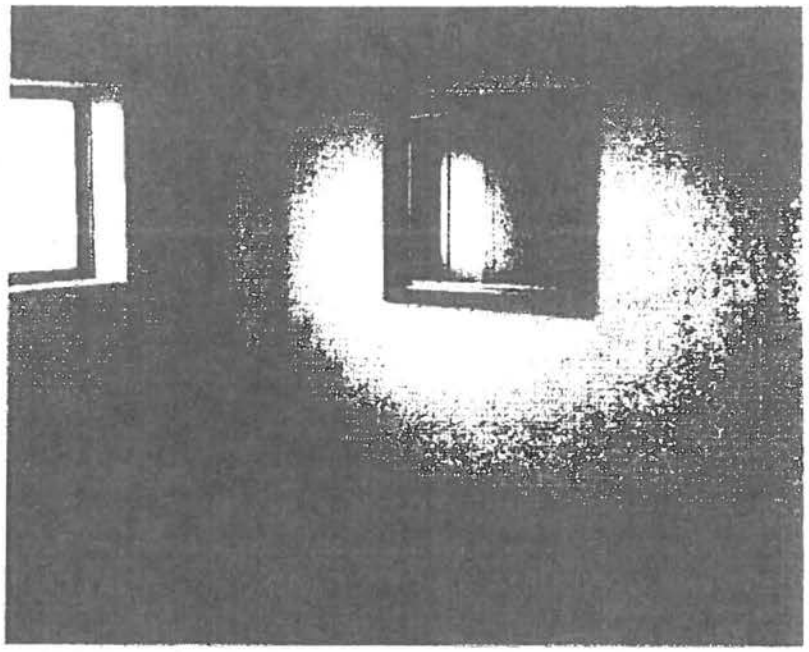
MLS# 08016048

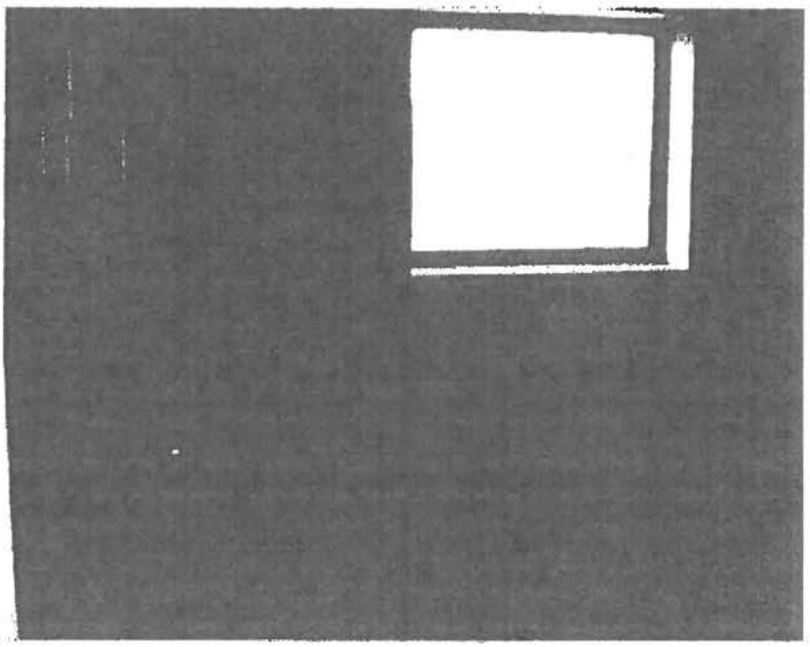


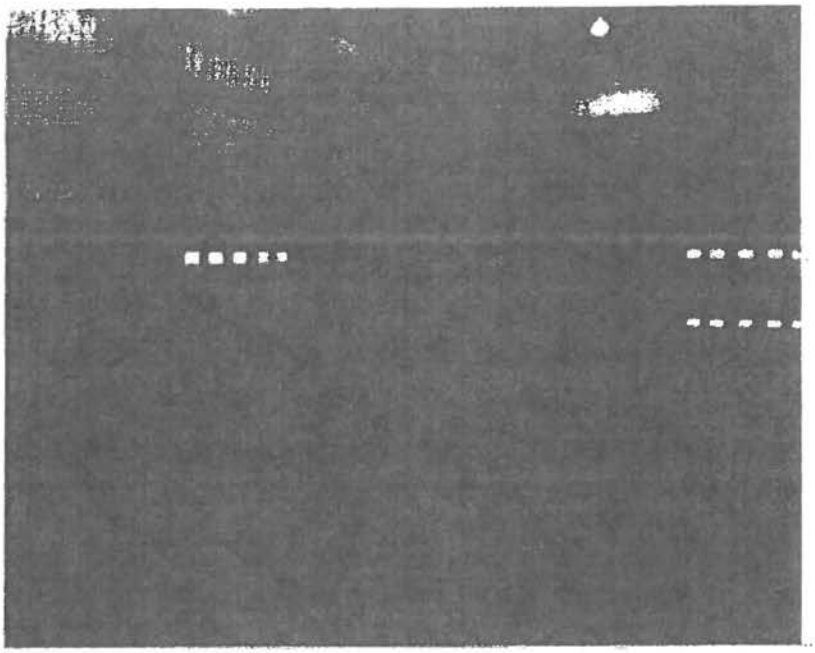


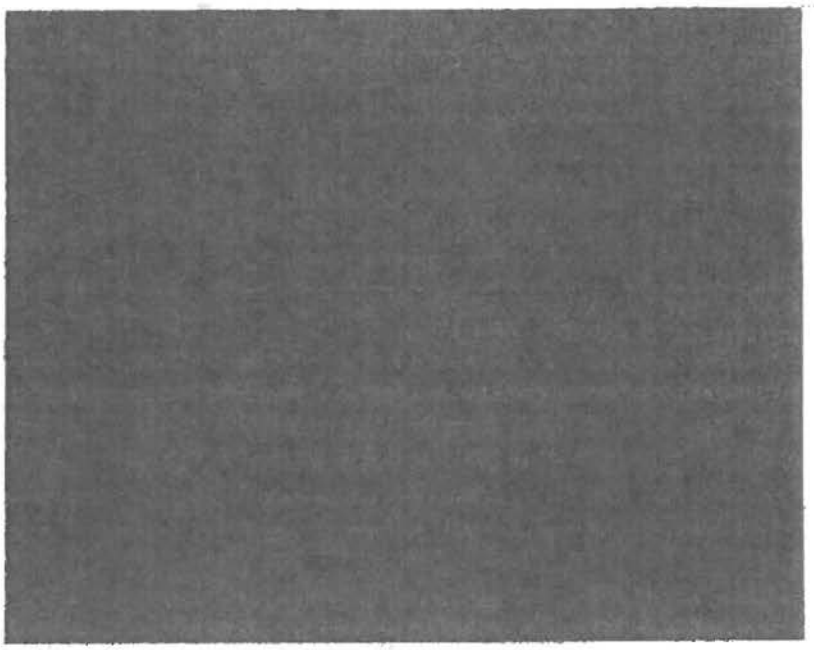


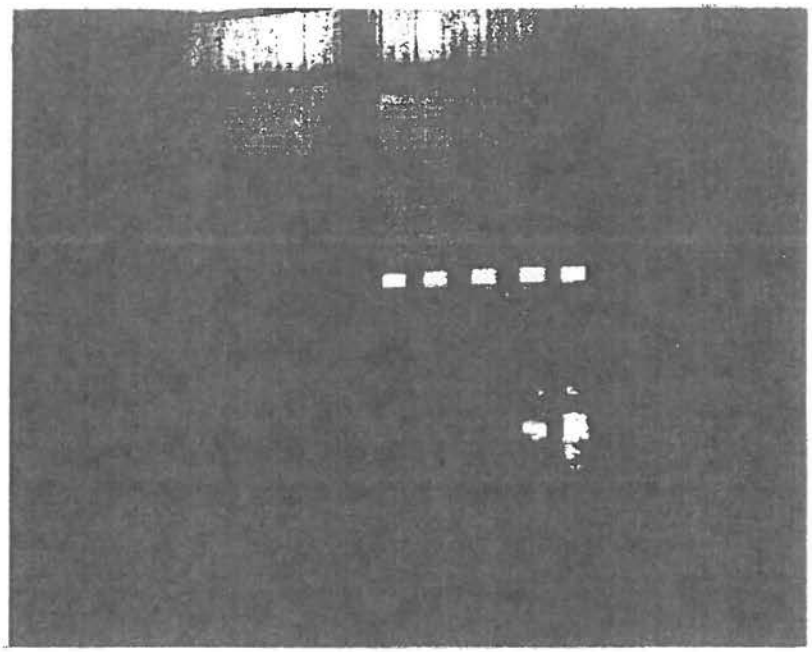












Property Detail

Rental Listing for 25,000 S.f. with asking rent of $19.50 psf (gross)

Learn more about Bartlett, IL

Property Details | Maps & Directions | Community Info | Nearby Schools

2115 Graham Street
Bartlett, IL 60103

* This listing has been on mkt for 942 days (see 3rd pg.)

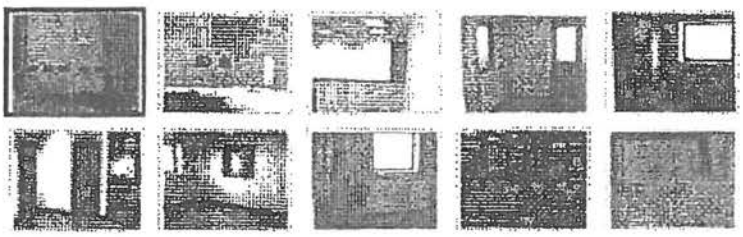
Basic Information

Price:	$0	Get Pre-Approved
Type:	Commercial	
Garage:	6-12	
Parking Space:		
MLS ID:	08016048	

Request More Information

Schedule a Showing

< Prev 1 of 11 Next >



1-10 | 11

View All Large Photos

Office & industrial warehouse space avail for rent. Ofc includes lrg meeting rm/lunch area, 2 private offices, reception area, lobby, hlwy, men's shop-area. Industrial warehouse space encompasses approx 22,000 sq ft divided into 2 distinct sectons of bldng. 1st section is immediate to the ofc area. 2nd section is at far end of bldng. 3 drive-in drs avail for this area. Must be rented as 1 unit..Not divisible.

Interior

Interior Features:	Private Restroom/s, Pre-wired PC Network
Flooring:	Tile

We currently cannot map this listing.

Additional Information

Security/Safety:	Smoke or Fire Protectors, Sprinklers-Wet, Stand Pipe

Mortgage Calculator

Price

Exterior

Exterior Features: Security Lighting, Storms and Screens (as exist), Trash Compactor

Parking

Garage: Yes

Garage Description: 6-12 Spaces

Garage Spaces: 6-12

Parking Features: 6-12 Spaces, Fenced, Open, Unpaved

Location

Area: Bartlett

County: Cook

Township: HANOVER

Driving Directions: Rt 25 S of Rt 20 - past ITW -Entrnce on E. side of road (Brady Rdy Mx Plnt) take road on R-bldg in b

Location Details: Northwest Suburban, Industrial Area/Campus

Heating & Cooling

Cooling Type: Central Individual, Office Only

Heating Type: Central Heat/Indiv Controls

Utilities

Electric: 201-600 Amps

Structural Information

Construction: Steel

Exterior Const.: Steel Siding

Foundation: Concrete

Roof: Metal, Pitched, Steel Joists

Clear Span: Yes

Drive-In Doors: 3

Aprox. Leasable: 25,000 Sq. Ft.

Current Bldg. Use: Commercial

Office: 2,200 Sq. Ft.

Down Payment 20%

Interest Rate 0.03750

Term 30 years 15 years

Annual Taxes

Annual Insurance

Estimate Payment

$0 per month

$0 down, $0 mortgage

Get Pre-Approved

Have A Question?

Request more information about 2115 Graham Street

How May We Help You?

First Name

Last Name

Email

Phone

Submit

Year Built:	2006
Age:	7-15 Years

Lot Features

Lot Access:	Easement
Drainage:	Storm Sewers
Potential Usage:	Commercial, Industrial/Mfg
Zoning:	INDUS

Financial Considerations

modified Gross lease

Lease Price:	$19.50
Tenant Pays:	Air Conditioning, Heat, Janitorial, Insurance, Repairs and Maintenance, Scavenger, Water/Sewer

Ask us about a home warranty

Listed By: Berkshire Hathaway HomeServices Starck Real Estate

Link to This Listing: http://www.coldwellbankeronline.com/ID/2478064

Originally Received: 3/12/2012 (942 days ago) **Last Refreshed:** 10/10/2014 10:20 AM **Total Views:** 103 (as of 10/9/2014)

REALTOR® Association of NorthWest Chicagoland
COMMERCIAL EXCLUSIVE AUTHORIZATION & RIGHT TO SELL/LEASE AGREEMENT

The Listing Company (Broker) Prudential Starck, Realtors Date__________

Property/Business (strike inapplicable) Address: Street 2111 Graham Unit# NA Garage# NA

City Bartlett State IL Zip 60103 County Cook

Property/Business (strike inapplicable) will be listed at $ 10.50 /sq ft or annual rental of $ 487,500.00 Possession TBD

If a lease, indicate terms of lease: Gross Lease

Permanent real estate (tax ID#)__________ Lot Dimensions approximately__________

Type of Property/Business (strike inapplicable) and Zoning Industrial Manufacturing

All references to Seller or Lessor in this document hereinafter referred to as Seller. All references to Buyer or Lessee in this document hereinafter referred to as Buyer.

In consideration of the following mutual promises and other good and valuable consideration, the receipt, maturity and sufficiency of which is hereby acknowledged by all parties hereto, and in further consideration of your efforts to procure an acquiring party (including but not limited to purchaser, lessee, investor or lender in the case of "recasting of financial position") for the property/business (strike inapplicable), and improvements thereon, described below ("Property/Business") (strike inapplicable), the undersigned (Seller) grants to you (Broker) as agent, the exclusive right to sell, exchange, or lease the property/business (strike inapplicable) or recast Seller's financial position in regard to the Property/Business (strike inapplicable), at Seller's written direction from the date of this agreement until expiration of 1 YEAR at which time this agreement shall automatically terminate. However, this agreement may be canceled after October 1, 20__ (date) by 30 days advance written notice of either party to the other. From the date of your acceptance of any offer to purchase the subject property/business (strike inapplicable), unless such offer to purchase is subject to the continued marketing of the property/business (strike inapplicable), Broker shall have no further obligation to market, advertise for sale or show your property/business (strike inapplicable).

BROKERAGE FEE: Seller shall pay a real estate selling fee to Broker of One Month's Lease Rent of the sale price in accordance with the terms and conditions contained herein. Broker shall be the exclusive leasing agent of Seller for which Broker shall, upon execution of a lease for the property/business (strike inapplicable), receive from Seller a leasing fee of $ 2,400.00 /yr. Seller shall pay all costs of advertising and marketing, including but not limited to signs and brochures in an amount not to exceed $ 2,400.00. A marketing plan and advertising budget may be attached to and made a part of this Commercial Exclusive Authorization and Right to Sell Agreement. Seller authorizes Broker to disseminate information about the Property/Business (strike inapplicable) through any Multiple Listing Service ("MLS") in which Broker is a participant or has access, to utilize other Brokers as cooperating brokers in carrying out Broker's obligations hereunder, and to pay compensation to such cooperating brokers as Broker deems appropriate.

DESIGNATED AGENT/LICENSEE: Broker designates Frank J. Colonel ("Seller's Designated Agent/Licensee"), a sales associate(s) affiliated with Broker as the only legal agent(s) of Seller. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Seller shall be informed in writing within a reasonable time. Seller acknowledges that Seller's Designated Agent may from time to time have another sales associate, who is not an agent of Seller, provide support in the marketing of Seller's property/business (strike inapplicable). Seller understands and agrees that this agreement is a contract for Broker to market Seller's property, and that Seller's Designated Agent will be primarily responsible for the direct marketing and sale of Seller's property.

DUAL AGENT CONSENT: The undersigned Frank J. Colonel, (Licensee undertaking dual representation), may undertake a dual representation (represent both Seller/landlord and buyer or tenant) for the sale or lease of the property. Sellers acknowledge they were informed of the possibility of this type of representation. BEFORE SIGNING THIS DOCUMENT PLEASE READ THE FOLLOWING: Representing more than one party to a transaction presents a conflict of interest since both buyers and sellers may rely upon Licensee's advice and Buyers and Sellers respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interest and on their own behalf. Seller acknowledges that Licensee has explained the implications of dual representations, including the risks involved, and understands that Seller has been advised to seek independent advice from advisors or attorneys before signing any document in this transaction.

WHAT A LICENSEE CAN DO FOR THE CLIENTS WHEN ACTING AS A DUAL AGENT:

1. Treat all clients honestly.
2. Provide information about the property/business (strike inapplicable) to buyer or tenant.
3. Disclose all latent material defects in the property/business (strike inapplicable) that are known to Licensee.
4. Disclose financial qualifications of buyer or tenant to Seller or landlord.
5. Explain real estate terms.
6. Help buyer or tenant to arrange for property/business (strike inapplicable) inspections.
7. Explain closing costs and procedures.
8. Help buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS DUAL AGENT:

1. Confidential information that Licensee may know about the clients, without the client's permission.
2. The price Seller or landlord will take other than the listing price without permission of Seller or landlord.
3. The price buyer or tenant is willing to pay without permission of buyer or tenant.
4. A recommended or suggested price buyer or tenant should offer.
5. A recommended or suggested price Seller or landlord should counter with or accept.

If either client is uncomfortable with this dual representation disclosure, please let Licensee know. You are not required to initial this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

Seller(s) acknowledge(s) that they have been advised as to any alternative agency relationships available through Broker.

By initialing, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH Seller or landlord and buyer or tenant) should that become necessary. (Initials)________/________

PERSONAL PROPERTY: The following is the personal property, if any, which is now located on the premises: ventilating and central air conditioning equipment, heating, lighting and plumbing fixtures, cabinets, planted vegetation, screens, storm windows, and doors as exist, and the following items:

____

____

If the property/business (strike inapplicable) is being sold, a bill of sale shall be furnished at closing for the above listed personal property.

Exclusions:________________________________

SELLER UNDERSTANDS IT IS ILLEGAL FOR SELLER OR BROKER TO REFUSE TO SELL/LEASE TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, PHYSICAL OR MENTAL HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT, OR THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY, OR LOCAL STATUTE OR ORDINANCE.

Seller shall pay for all assessments, regular or special, due or levied prior to closing. Current assessment is $________ per ________ which includes:

____

In the event the premises is a condominium, Seller shall comply with all requirements as set forth in the Illinois Condominium Property/Business (strike inapplicable) Act.

Seller represents that the most recent ascertainable tax bill for the year na is $________.

Seller represents that there neither are, nor have there been, any underground storage tanks located on the Property/Business (strike inapplicable) and no chemicals or toxic waste have been stored or disposed of on the Property, except for na

The Property/Business (strike inapplicable) has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property/Business (strike inapplicable) is not located within any designated legislative "Superfund" area, except for na

RIDERS, TERMS AND GENERAL CONDITIONS: This contract is subject to the Terms and Conditions on the back page hereof and the following Rider(s) labeled na

________ attached hereto, which Riders, Terms and Conditions are made a part of this Agreement, all of which constitute a legally binding contract.

[signature]	[signature]
AUTHORIZED BROKER SIGNATURE	SELLER/LESSOR/BENEFICIARY Tax Exempt
DESIGNATED AGENT/LICENSEE SIGNATURE	SELLER/LESSOR/BENEFICIARY
1300 Larkin Ave Elgin Il 60123	PO Box 749 Elgin Il 60121
ADDRESS/CITY/STATE/ZIP	ADDRESS/CITY/STATE/ZIP
847 931 4663	847 741 6634
COMPANY PHONE NUMBER/AGENT'S PHONE NUMBER	WORK PHONE NUMBER/HOME PHONE NUMBER

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TERMS AND CONDITIONS

BROKER RESPONSIBILITIES:

1. Seller understands that any contribution of funds by Broker to a Cooperating Agent shall not create any agency relationship between Buyer's Cooperating Agent and Broker or Seller.
2. Broker may hold earnest money deposits according to the terms of any sales contract or any other agreement between Seller and Buyer and disburse those funds in accordance with the provisions of such sales contract or agreement and as provided for herein.
3. Accept delivery of and present to Seller all offers and counteroffers to buy, sell or lease Seller's property, to assist Seller in developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived, and to answer Seller's questions relating to all offers, counteroffers, notices and contingencies.

SELLER SHALL:

1. Cooperate fully with Broker; refer all inquiries to Broker; provide access to property/business (strike inapplicable) for purpose of showing the property; and conduct all negotiations through Broker.

2. The selling fee is payable subject to the terms contained herein, if this property/business (strike inapplicable) is sold, optioned or exchanged by Broker, Seller, or any other person during the term of this agreement; or if the property/business (strike inapplicable) is optioned during the term of this agreement and the option is subsequently exercised; or the property/business (strike inapplicable) is leased during the term of this agreement and lessee subsequently purchases the property; or if the property/business (strike inapplicable) is sold directly or indirectly within six (6) months ("Protection Period") after termination of this contract to a buyer to whom it was offered during the listing term. However, if the property/business (strike inapplicable) is four (4) residential units or less, Seller shall not be obligated to pay such fee if a valid listing agreement is entered into during the term of said Protection Period. This Protection Period will survive any subsequent listing by another Broker which terminates for any reason. The provisions of this section shall survive the termination of this agreement.
3. Execute or cause to be executed a sales contract, Articles of Agreement, lease or lease with purchase option, upon agreed terms and conditions. The Brokerage Fee shall be deemed earned upon the execution of sales by Seller and Buyer. The Brokerage Fee is to be paid at the time of closing of any sale or exchange; at the execution of any lease, or Articles of Agreement, at the time an option is exercised, or upon a default as discussed herein. Broker may pay from any amounts held, the brokerage fee and any agreed additional expenses.
4. Cause to be done all things necessary to complete the closing of the transaction, including but not limited to, furnishing a commitment for title insurance in the amount of the purchase price, furnishing a current survey, executing documents of conveyance and other usual and customary forms, declarations, and closing statements which may include prorations for general and special taxes, assessments and association, homeowners and civic association dues, if any.
5. Authorize Broker to report the sale price, type of financing, and other appropriate statistical information to any multiple listing service to which the property/business (strike inapplicable) has been submitted in accordance with the MLS rules and regulations.
6. To indemnify and save and hold Broker harmless from all claims, disputes and litigation, whether frivolous or not, including any judgments, court costs, attorneys fees and related costs arising from (a) any misrepresentation made by Seller, any incorrect information supplied by Seller or Seller's failure to disclose any material facts or information (including latent or patent defects) concerning the property known by Seller; b) the action of any animal or pet of Seller while Seller's property is being shown by Broker or others; c) the assault, injury or death of any animal or pet of Seller; d) all pre-existing conditions of Seller's property; e) any accident or incident involving any person while showing Seller's property arising from the condition of Seller's property; and (f) Broker's publishing and dissemination of any visual images of Seller's property for marketing purposes. misrepresentations made by Seller, incorrect information supplied by Seller, latent defects with the property/business (strike inapplicable) which Seller fails to disclose.
7. Supply Broker with the most recent and accurate income and expense figures, leases for the Property, any mortgage information, if applicable, and any other pertinent information, which in the opinion of Broker, is necessary to establish the adequacy of or assist Broker in the marketing of the Property.
8. Seller shall provide all information relevant to the condition, use and operation of the Premises available to Seller to Buyer. Seller shall prepare, deliver to Buyer, and record, if appropriate, all documentation for the Premises in accordance with the Illinois Responsible Property/Business (strike inapplicable) Transfer Act or similar laws of any jurisdiction in which the property/business (strike inapplicable) is located. Seller shall also cooperate with Buyer to secure whatever environmental site assessment Buyer or Buyer's lender deems necessary or appropriate.

SELLER REPRESENTS AND WARRANTS:

1. That he has the authority to execute this Agreement and to bind all parties who have an ownership interest in this property/business (strike inapplicable) and to deal with and on behalf of said property/business (strike inapplicable) as herein provided including providing evidence of good, insurable and merchantable title. Seller warrants that any prior agreements have in fact been cancelled, expired, terminated, and no longer in effect upon the signing of this agreement. (IF REQUIRED) Seller shall complete, simultaneously with this listing agreement, any RESIDENTIAL REAL PROPERTY/BUSINESS (STRIKE INAPPLICABLE) DISCLOSURE REPORT required by law, agrees to respond completely and truthfully to all questions included therein, and hereby authorizes Broker to distribute same.
2. That the Property/Business (strike inapplicable) is not now in foreclosure or the subject of any other litigation or arbitration proceeding nor is any such action threatened. In the event Seller's position changes in this regard during the term of this agreement, Seller shall promptly inform Broker of the nature and extent of such change.

SELLER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY A BUYER WITH SELLER, ANY EARNEST MONEY, LESS THE EXPENSES AND BROKERAGE FEE OF THE BROKER, SHALL BE PAID TO SELLER. IF SELLER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF BUYER, SHALL BE REFUNDED TO BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE SELLER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION TO PAY THE BROKERAGE FEE AS SET FORTH IN THIS AGREEMENT. SELLER AGREES THAT IN THE EVENT A DISPUTE BETWEEN SELLER AND ANY BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT BETWEEN SELLER AND A BUYER, INITIATE AN ACTION IN THE NATURE OF INTERPLEADER AND DEPOSIT ALL DISPUTED ESCROWED FUNDS WITH THE CLERK OF THE CIRCUIT COURT. IN SUCH EVENT, SELLER AGREES TO HOLD BROKER HARMLESS AND INDEMNIFY BROKER FROM ANY CLAIMS, DEMANDS OR JUDGEMENTS OF A BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY A BUYER OR TO FILE AN INTERPLEADER ACTION OR SIMILAR ACTION.

ARBITRATION: Seller agrees that in the event of a dispute with Broker, or any of Broker's agents or employees, arising out of the subject matter of this Agreement, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, or other mutually agreeable arbitration service, and not by litigation, except for such judicial review of the award of arbitrators as permitted under Illinois law. The costs of such arbitration services shall be borne by the non-prevailing party. In any civil action, arbitration or other proceeding arising out of Broker's efforts to collect Broker's fees hereunder, Seller agrees that Broker shall be entitled to recover from Seller reasonable attorney's fees and costs, if Broker is the prevailing party.

Seller understands and agrees that Broker will be free to enter into agreements with other prospective buyers and Sellers as legal agents of those buyers and Sellers.

It is mutually understood and agreed that, by law, Broker is only permitted to prepare a contract of sale. Seller agrees to furnish or have his attorney furnish all legal documents necessary to close the transaction.

Broker's sole duty is to effect a sale and/or of the property/business (strike inapplicable) and Broker is not charged with the custody of the property, its management, maintenance, upkeep or repair, nor is Broker charged with any responsibility for the state or condition of the property/business (strike inapplicable) or any appliances contained therein.

It is mutually understood and agreed that no alterations in the terms of this Agreement, including but not limited to the amount of the brokerage fee or time of payment, shall be valid and binding unless made in writing and signed by the parties. This agreement shall take precedence over any other listing agreement (whether exclusive or not) which is prior in time and which has expired in accordance with its terms and conditions.

In the event this agreement is cancelled by Seller, or Seller renders the property/business (strike inapplicable) unavailable, unless mutually agreed to in writing by Broker and Seller, Seller shall pay to Broker, upon written demand of Broker within four (4) business days of written demand, reimbursement of out-of-pocket expenses including but not limited to: advertising, office expenses, Multiple Listing Service (MLS) fees, printing etc. However, such payment shall not release Seller of his/her obligations of this agreement.

In the event the premises is a condominium, townhome, or any other homeowner association property/business (strike inapplicable), Seller shall have available for Buyer at time of sales contract/lease agreement the following documents if applicable: Declaration of Condominium or Declaration of Covenants, Conditions and Easements; current budget; bylaws; financial statements; and any other rules and regulations to attach.

LOCK BOX TERMS & PROVISIONS:

Seller shall hold Broker, its agents, and any Multiple Listing Service of which Broker is a participant harmless from any and all liability, claims, judgments, obligations, or demands against Broker and/or agent as a result of this authorization, but not limited to any and all liabilities and costs, including reasonable attorney fees incurred by Broker and/or agents as a result of this authorization, except for criminal or gross negligence on the part of Broker and/or agents. Seller has been advised by the Listing Broker on the safeguarding or removal of valuables now located within said premises and the need to obtain personal property insurance through Seller's insurance company. If the property is leased, Seller acknowledges that he has in fact notified and advised the tenant/occupant of the foregoing and that the tenant/occupant agrees to the foregoing terms and provisions.

Hanover
27426-01

AFFIDAVIT – REGARDING VACANCY

State of Illinois)
)
County of Cook)

Affiant's Name ..... _____
Affiant's Address..... _____
.....City, State, Zip..... _____
.....Phone Number ..... _____

The undersigned Affiant being first duly sworn on oath state and affirm that I have personal knowledge of the facts set forth in this Affidavit and that I am competent to testify to the following:

1. That I am Owner/Agent of the Owner (strike one) of the property commonly known as 2115 Graham, Bartlett, Illinois (the "Property).

2. That the Property is identified by Permanent Tax Index Number(s) 06-30-300-004-0000 06-30-300-005.

3. That this Property experienced above normal vacancy during the year 2015.

4. That this vacancy was a result of the following:

   my business has experienced extreme hardship Since 2010 & as a result, my business only occupies 75% of Building and I am trying to lease the other 25%.

5. That the following efforts were made to lease the vacant space in this Property:

   Listed for rent with real estate broker.

6. I attest that the supplied vacancy photos were taken on or about ___/___/20___.

Nick Martinez
Signature of Affiant

Nick Martinez
Print Affiant's Name

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

2016 Appeal No: 175717

I, Nick Martinez, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 06-30-300-004-0000 (PROPERTY INDEX NUMBER(S)) in Bartlett (CITY) subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2016 is as follows:

Condos or Apartments (Please circle)

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant *	Total Sq. Ft. of Commercial/Industrial Area *	Total Number of Residential Condos/Apartments Occupied	Total Number of Residential Condo/Apartments Vacant	Total Number of Residential Condo/Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	900,000	300,000	1,200,000			

Total annual percent weighted vacancy of industrial/commercial space: 25%

Total annual percent weighted vacancy of Residential condo/apartments: _____

*Include Commercial condos here.

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. _____ (list all attempts made to lease vacant space)

3. ☐ No attempts were made to lease the vacant space because: _____

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll.

Subscribed and sworn before me,

3rd day of Oct, 2016

Denise M. Oltmann

OFFICIAL SEAL
DENISE M. OLTMANN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 6, 2017

Further affiant saveth not.

Sign Here Nick Martinez

Affiant

Vacancy/Occupancy Affidavit

Cook County Assessor's Office

2017 Appeal No: 176708

I, Nick Martinez being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 06-30-300-004-0000 (PROPERTY INDEX NUMBER(S)) in Bartlett (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2017 is as follows:

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant *	Total Sq. Ft. of Commercial/Industrial Area *	Condos or Apartments (Please circle) Total Number of Residential Condos/Apartments Occupied	Total Number of Residential Condo/Apartments Vacant	Total Number of Residential Condo/ Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	900,000	300,000	1,200,000			

Total annual percent weighted vacancy of industrial/commercial space 25%

Total annual percent weighted vacancy of Residential condo/ apartments N/A

* Include Commercial condos here.

(Please check all boxes that apply)

1. [X] Photos of the vacant space are included with this appeal

2. [X] Attempts to lease the vacant space were made. _____ (list all attempts made to lease vacant space)

3. [ ] No attempts were made to lease the vacant space because: _____

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll.

Subscribed and sworn before me,

this 19 day of September, 20 17

Further affiant sayeth not.

Sign Here Nick Martinez

Notary Public

Affiant

(Notary Seal or Stamp)

"OFFICIAL SEAL"
JASON ROWLEY
Notary Public, State of Illinois
My Commission Expires 12-29-20

Vacancy/Occupancy Affidavit

Cook County
Assessor's Office

2018 Appeal No: 197785

I, Nick Martinez, being first duly sworn, on oath depose and say that I am the owner/managing agent of the property located at 06-30-300-004-0000 (PROPERTY INDEX NUMBER(S)) in Bartlett (CITY), subject of the above complaint, and that I have personal knowledge that the occupancy of the building(s) for the year 2018 is as follows:

	Total Sq. Ft. of Commercial/Industrial Area Occupied *	Total Sq. Ft. of Commercial/Industrial Area Vacant *	Total Sq. Ft. of Commercial/Industrial Area *	Condos or Apartments (Please circle) Total Number of Residential Condos/Apartments Occupied	Total Number of Residential Condos/Apartments Vacant	Total Number of Residential Condo/Apartments
January	75,000	25,000	100,000			
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	900,000	300,000	1,200,000			

Total annual percent weighted vacancy of industrial/commercial space 25%

Total annual percent weighted vacancy of Residential condo/apartments N/A

* Include Commercial condos here.

(Please check all boxes that apply)

1. ☑ Photos of the vacant space are included with this appeal

2. ☑ Attempts to lease the vacant space were made. (list all attempts made to lease vacant space)

Attach all listing agreements executed since 2015.

3. ☐ No attempts were made to lease the vacant space because:

For vacancy appeals, the following information is needed: Three preceding years of actual historical income and expense information and a current year rent roll. Other relevant additional supporting documentation also may be attached to this affidavit.

4. ☐ Since the space in question became vacant there has been approximately _____ showings _____ inquiries _____ offers

5. ☐ If offer(s) failed to result in leasing the vacant space, the reason(s) were:

_____

_____

_____

6. For the preceding and calendar years vacancy factors were applied in excess of 16% by:

	2017	2016	2015
COAO	___%	___%	___%
BOR	___%	___%	___%
BOTH	___%	___%	___%

Reason(s) for requested vacancy relief for tax year 2018 (Check all that apply):

- ☐ New Construction
- ☐ Initial Start-Up Occupancy
- ☐ Tenant Preparation or Build-Out
- ☐ Fire, Flood, or Natural Disaster
- ☐ Modification of Original Plans
- ☐ Construction or Completion Delay
  - ☐ Zoning
  - ☐ Plans and Permits
  - ☐ Community Hearing(s)/Review
  - ☐ Local Approval or Ordinance
  - ☐ Financing
  - ☐ Final Inspection/Certificate of Occupancy
- ☐ Eviction of Tenant(s)
- ☐ Demolition
- ☐ Environmental Remediation
- ☐ Building Rehabilitation
- ☐ Conversion to Condominiums
- ☐ Repair of Prior Tenant Damage
- ☐ Alteration, Modification or Conversion to New Use or Configuration
- ☐ Building Code Compliance
- ☐ Governmental or Court Order
- ☐ Closure Notice or 'Red Tag'
- ☐ Structural, Mechanical, Electrical, Roof, Plumbing or HVAC Failure
- ☐ Bankruptcy of Tenant(s)
- ☒ Loss of Major Tenant(s)
- ☐ Physically Occupied with Rental Abatements
- ☐ Other: _____

Subscribed and sworn before me, this 25 day of Sept, 20 18

Erica Cruz-Murray
Notary Public

OFFICIAL SEAL
(Notary Seal or Stamp)
ERICA CRUZ-MURRAY
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Apr 8, 2019

Further affiant sayeth not.

Sign Here

Mark Montemurro
Affiant

RESOLUTION 2020 - _____

A RESOLUTION SUPPORTING AND CONSENTING TO THE SUSTAINABLE ENERGY RELIEF CLASS 6b PROPERTY TAX INCENTIVE ELIGIBILITY APPLICATION OF WELCH BROS., INC. FOR 2115 GRAHAM, BARTLETT, ILLINOIS

WHEREAS, the Village of Bartlett is an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois; and

WHEREAS, the corporate authorities of the Village of Bartlett have received a request from Welch Bros., Inc. (the "Owner/Applicant"), the owner in fee simple of the property commonly known as 2115 Graham, Bartlett, Illinois (PIN: 06-30-300-004-0000 and 06-30-300-005-0000) (the "Subject Property"), for a Resolution stating that it supports and consents to the Cook County Class 6b Sustainable Energy Relief ("SER") Property Tax Incentive Eligibility Application for the Subject Property; and

WHEREAS, the Subject Property is approximately 1,211,962 square feet ("S.F.") in size, and is improved with a 100,000 +/- S.F. industrial building where the Owner/Applicant has engineered and manufactured concrete pipe and products for more than ten (10) years; and

WHEREAS, the Subject Property is located in Cook County upon its western edge along the border of Kane County; and

WHEREAS, the corporate authorities of the Village of Bartlett have reviewed the report of Elliott & Associates that includes evidence that the building on the Subject Property is 25% vacant, and sets out the hardship and justification for the SER incentive and why it is necessary for the Owner/Applicant to maintain operation at its current location in Bartlett; and

WHEREAS, the corporate authorities of the Village of Bartlett have independent knowledge of the benefits that the continued viability of the user's business will bring to the local economy, including employing over 25 +/- full time employees at its Bartlett location, and the negative impacts on the community if the user were to cease operations at that location and the building on the Subject Property became vacant;

NOW, THEREFORE, 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 corporate authorities of the Village of Bartlett hereby find and determine that:

A. Special circumstances exist which makes the 6b Sustainable Energy Relief ("SER") property tax incentive necessary for the Owner/Applicant, Welch Bros.,

Inc., to continue operations at its current location in the Village of Bartlett in Cook County, Illinois, and to maintain its staff at its facility on the Subject Property.

B. The Class 6b Sustainable Energy Relief property tax incentive is necessary for the Owner/Applicant to continue operations at its current location in the Village of Bartlett, Cook County, Illinois, and in order to maintain its staff at that location, and that without such 6b designation under the SER program, the continued operation by the Owner/Applicant would not be economically viable causing the Subject Property to be in imminent risk of becoming 100% vacant and unused.

C. Special circumstances exist that makes the 6b SER property tax incentive necessary for such continued operation. That one of the special circumstances that the corporate authorities of the Village of Bartlett considered is the fact that the Subject Property is adjacent to Kane County, where commercial/industrial real estate taxes per square foot are nearly one-half of what they are in Cook County, such that a like facility located in Kane County would pay roughly one-half of the real estate taxes being charged on the Subject Property in Cook County. Additionally, the large size of the industrial building on the Subject Property limits the potential set of uses for the Subject Property and adds costs to operating the facility on the Subject Property.

SECTION TWO: The President and Board of Trustees of the Village of Bartlett hereby support and consent to the application for a Class 6b SER tax incentive application of Welch Bros., Inc. for the Subject Property to be submitted to the Cook County Assessor.

SECTION THREE: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 18, 2020

APPROVED: February 18, 2020

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - _____ enacted on February 18, 2020, and approved on February 18, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

Agenda Item Executive Summary

Item Name	2020 Zoning Map Update	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is the Village's Official Zoning Map satisfying the statutory requirement to update the map with all of the changes from the previous calendar year by March 31st.

Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board to expedite the changes to the map.

ATTACHMENTS (PLEASE LIST)

PDS Memo and Ordinance with Official Zoning Map 2020 Exhibit

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☑ Ordinance- Move to approve **Ordinance #2020-_____An Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2020**
- ☐ Motion

Staff:	Roberta Grill, Planning & Development Services Director	Date:	February 5, 2020

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
20-14

DATE: February 5, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director RBG

RE: **(#20-01) Zoning Map Update**

The following is a list of changes made to the Village of Bartlett's Official Zoning Map during the calendar year of 2019. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the Village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st. An updated map is attached for your reference.

Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board to expedite the changes to the map.

Annexations

There were no annexations in 2019.

Rezoning

One (1) rezoning occurred in 2019:

Stearns & Munger (Petition #18-24)- Rezoning from OR (Office Research) and SR-5 (Suburban Residence Multi-Family) to I-2 EDA (General Industry Economic Development Area

Subdivision

One (1) subdivision was recorded in 2019:

Jacaranda Subdivision – 15 single family lots

Other

The limits of the Downtown Overlay (DT-O) District have been added to the Zoning Map.

RECOMMENDATION

1. The Staff recommends **approval** of the changes to the official Zoning Map.

2. An Ordinance approving of the update to the official Zoning Map for 2020 is attached for your review.

ORDINANCE 2020-_____

AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS OFFICIAL ZONING MAP 2020

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that the corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year.

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

SECTION ONE: That the Village of Bartlett hereby adopts and publishes the **Village of Bartlett, Illinois-Official Zoning Map 2020** appended hereto as **Exhibit A**, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein.

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

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

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

_____
Kevin Wallace, Village President

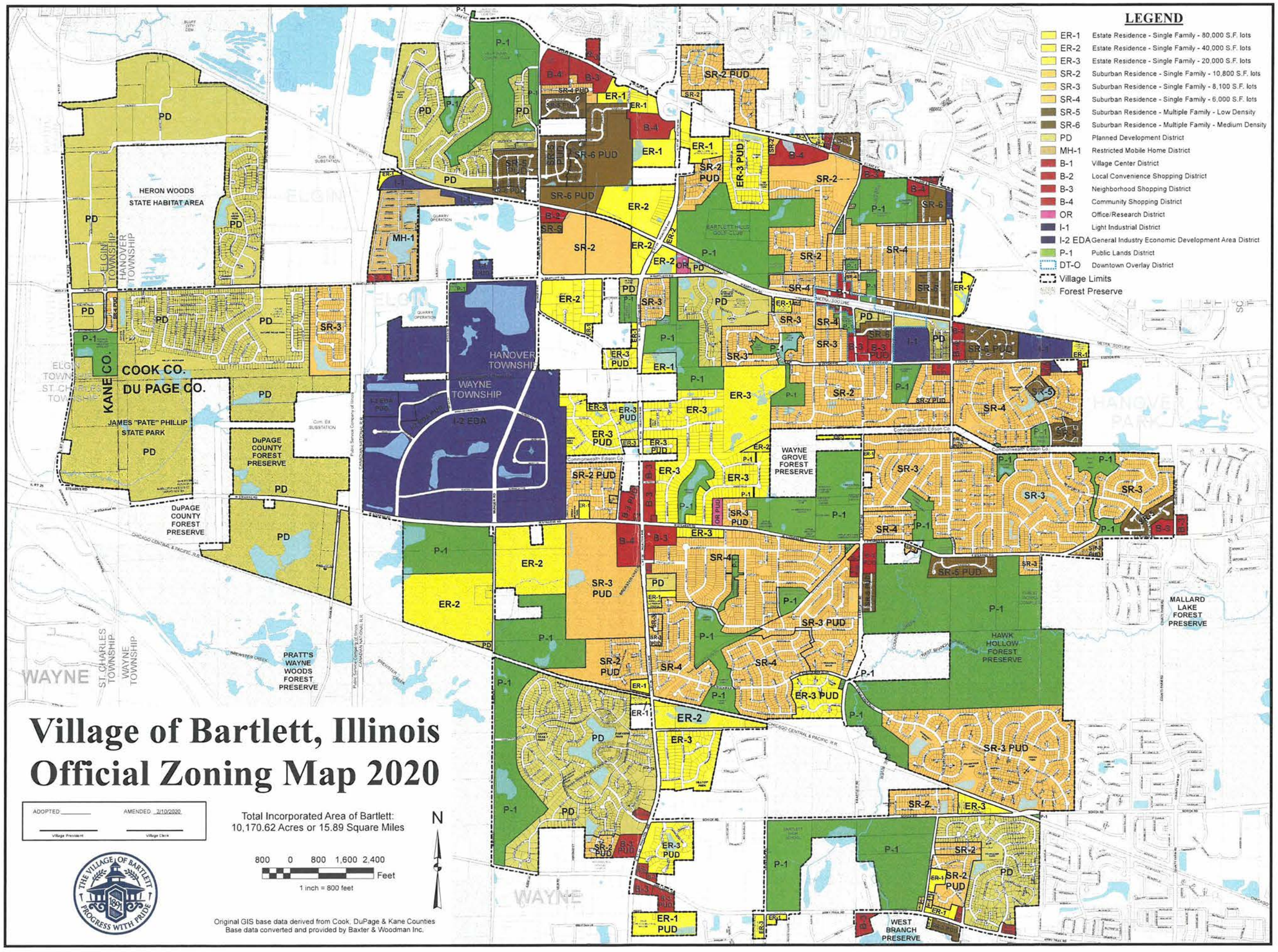
ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020- _____ enacted on February 18, 2020 and approved on February 18, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk


LEGEND
ER-1 Estate Residence - Single Family - 80,000 S.F. lots
ER-2 Estate Residence - Single Family - 40,000 S.F. lots
ER-3 Estate Residence - Single Family - 20,000 S.F. lots
SR-2 Suburban Residence - Single Family - 10,800 S.F. lots
SR-3 Suburban Residence - Single Family - 8,100 S.F. lots
SR-4 Suburban Residence - Single Family - 6,000 S.F. lots
SR-5 Suburban Residence - Multiple Family - Low Density
SR-6 Suburban Residence - Multiple Family - Medium Density
PD Planned Development District
MH-1 Restricted Mobile Home District
B-1 Village Center District
B-2 Local Convenience Shopping District
B-3 Neighborhood Shopping District
B-4 Community Shopping District
OR Office/Research District
I-1 Light Industrial District
I-2 EDA General Industry Economic Development Area District
P-1 Public Lands District
DT-O Downtown Overlay District
Village Limits
Forest Preserve
HERON WOODS STATE HABITAT AREA
ELGIN TOWNSHIP
HANOVER TOWNSHIP
KANE CO.
COOK CO.
DU PAGE CO.
JAMES "PATE" PHILLIP STATE PARK
DuPAGE COUNTY FOREST PRESERVE
WAYNE TOWNSHIP
I-2 EDA
WAYNE GROVE FOREST PRESERVE
HAWK HOLLOW FOREST PRESERVE
MALLARD LAKE FOREST PRESERVE
PRATT'S WAYNE WOODS FOREST PRESERVE
ST. CHARLES TOWNSHIP
WAYNE
WEST BRANCH PRESERVE
Village of Bartlett, Illinois
Official Zoning Map 2020
ADOPTED _____ AMENDED 2/10/2020
Village President
Village Clerk
Total Incorporated Area of Bartlett:
10,170.62 Acres or 15.89 Square Miles
800 0 800 1,600 2,400
Feet
1 inch = 800 feet
N
Original GIS base data derived from Cook, DuPage & Kane Counties
Base data converted and provided by Baxter & Woodman Inc.

Agenda Item Executive Summary

Item Name	Brewster Creek TIF Developer Note #4, Payout #14	Committee or Board	Board

BUDGET IMPACT			
Amount:	$228,300	*Budgeted*	$228,300
List what fund	Brewster Creek TIF Project Fund		

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #14.

ATTACHMENTS (PLEASE LIST)

Finance Memo

Resolution

Memorandum of Payment

Schedule of Costs

Village Engineer Letter

ACTION REQUESTED

- ☐ For Discussion Only
- ☒ Resolution
- ☐ Ordinance
- ☒ Motion:

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Disbursement Request for Payout No. 14 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 02/10/20

Village of Bartlett
Finance Department Memo
2020 - 02

DATE: February 10, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #14

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed $11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 14th developer note #4 payout request for the Brewster Creek TIF development. The total amount is $228,300. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2020-_____ A Resolution Approving of Disbursement Request for Payout No. 14 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2020-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 14 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed $11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its fourteenth Memorandum of Payment requesting that it be reimbursed the sum of $228,300 in Project Costs for Payout No. 14 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its fourteenth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the fourteenth Memorandum of Payment request; and

WHEREAS, The Series 2016 Subordinate Note requires advances to be in even increments of $100,

NOW, THEREFORE, 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 Memorandum of Payment No. 14 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of $228,300 is hereby approved.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED February 18, 2020

APPROVED February 18, 2020

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020- , enacted on February 18, 2020, and approved on February 18, 2020, as the same appeared from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 14

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and

2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and

3. Such other documentation as is required by Section 12-1.C of the Agreement.

4. Developer requests payment in the sum of $ 228,300.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____

Dated: 2/3/20

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Cook County North MG CM	$	5,000.00
V3	Spitzer Sanitary & Jack Court CM	$	5,000.00
Martam	Project Oak Mass Grading	$	216,000.00
V3	Minador Wetland Maintenance	$	2,250.00
Total		**$**	**228,250.00**

BARTLETT PUBLIC WORKS

February 7, 2020

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM OF PAYMENT # 14** – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 14** from Elmhurst Chicago Stone Company requesting payment in the amount of **$228,300.00** to reimburse itself for monies spent on the project for the period of **November 13, 2019** through **December 16, 2019.**

- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;

- Contractor invoices, work completion and amounts paid or retained;

- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies and Martam Construction, Inc. stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 14**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies and Martam Construction, Inc. that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 14**, covered by the dates November 13, 2019 through December 16, 2019.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney

Agenda Item Executive Summary

Item Name	BAPS Amplifier Permit	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

BAPS will be hosting a religious event with their spiritual leader from May 30th through June 11th 2020. As part of this event, BAPS is requesting an Amplifier Permit to allow for amplification within a tent located on their north parcel, along the south side of Army Trail Road for the following dates and times:

5/30/2020 - 8:00 a.m. - 11:00 p.m. (Saturday)*
5/31/2020 - 8:00 a.m. - 10:00 p.m. (Sunday)*
6/1/2020 - 5:00 a.m. - 10:00 p.m. (Monday)
6/2/2020 - 8:00 a.m. - 10:00 p.m. (Tuesday)*
6/3/2020 - 5:00 a.m. - 10:00 p.m. (Wednesday)
6/4/2020 - 5:00 a.m. - 10:00 p.m. (Thursday)
6/5/2020 - 5:00 a.m. - 10:00 p.m. (Friday)
6/6/2020 - 5:00 a.m. - 10:00 p.m. (Saturday)
6/7/2020 - 5:00 a.m. - 10:00 p.m. (Sunday)
6/8/2020 - 5:00 a.m. - 10:00 p.m. (Monday)
6/9/2020 - 8:00 a.m. - 10:00 p.m. (Tuesday)*
6/10/2020 - 5:00 a.m. - 10:00 p.m. (Wednesday)
6/11/2020 - 5:00 a.m. - 10:00 p.m. (Thursday)

*Complies with Amplifier Ordinance

The hours to operate any amplified devise within the Village are between 8:00 a.m. until 11:00 p.m. Monday - Saturday and 8:00 a.m. until 10:00 p.m. on Sunday. The Director may extend an amplifier permit, but not before 6:00 a.m., nor shall the Director issue a permit for more than five (5) days.

Since this request exceeds the Director's authorization with times that are earlier than 6:00 a.m. and for 13 consecutive days, the Petitioners are requesting approval of the above dates and times from the Village Board.

A Sound Reduction Plan has been created in an effort to minimize sound traveling west and north to adjacent residential properties. This plan includes the installation of an acoustical partition wall on the north side of the main tent, as well as decorative sound curtains that will help absorb any ambient noise. A second tent is also planned to be installed west of the main tent, to serve as an additional sound barrier between the main tent and the residential neighbors to the west.

Recommendation: If the Sound Reduction Plan is implemented, Staff recommends **approval** of the amplifier permit.

ATTACHMENTS

PDS Memo, Petitioner's Letter, Amplifier Permit Application, Location Map and Sound Reduction Plan

ACTION REQUESTED

☐ For Discussion Only

☐ Resolution

☐ Ordinance

☒ Motion - Move to approve an Amplifier Permit for BAPS at 1851 S. Rt. 59 from May 30, 2020 through June 11, 2020

Staff Roberta Grill, Planning & Development Services Director Date: 02/10/2020

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
20-13

DATE: February 10, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director RBG

RE: Amplifier Permit for BAPS

BACKGROUND

BAPS will be hosting a religious event with their spiritual leader from May 30th through June 11th 2020. As part of this event, BAPS is requesting an Amplifier Permit to allow for amplification within a tent located on their north parcel, along the south side of Army Trail Road, for the following dates and times:

5/30/2020 – 8:00 a.m. – 11:00 p.m. (Saturday)*
5/31/2020 – 8:00 a.m. – 10:00 p.m. (Sunday)*
6/1/2020 – 5:00 a.m. – 10:00 p.m. (Monday)
6/2/2020 – 8:00 a.m. – 10:00 p.m. (Tuesday)*
6/3/2020 – 5:00 a.m. – 10:00 p.m. (Wednesday)
6/4/2020 – 5:00 a.m. – 10:00 p.m. (Thursday)
6/5/2020 – 5:00 a.m. – 10:00 p.m. (Friday)
6/6/2020 – 5:00 a.m. – 10:00 p.m. (Saturday)
6/7/2020 – 5:00 a.m. – 10:00 p.m. (Sunday)
6/8/2020 – 5:00 a.m. – 10:00 p.m. (Monday)
6/9/2020 – 8:00 a.m. – 10:00 p.m. (Tuesday)*
6/10/2020 – 5:00 a.m. – 10:00 p.m. (Wednesday)
6/11/2020 – 5:00 a.m. – 10:00 p.m. (Thursday)

*Complies with Amplifier Ordinance

The hours to operate any amplified devise within the Village are between 8:00 a.m. until 11:00 p.m. Monday – Saturday and 8:00 a.m. until 10:00 p.m. on Sunday. The Director may extend an amplifier permit, but not before 6:00 a.m., nor shall the Director issue a permit for more than five (5) days.

Since this request exceeds the Director's authorization with times that are earlier than 6:00 a.m. and for 13 consecutive days, the Petitioners are requesting approval of the above dates and times from the Village Board.

A Sound Reduction Plan has been created in an effort to minimize sound traveling west and north to adjacent residential properties. This plan includes the installation of an acoustical partition wall on the north side of the main tent, as well as decorative sound curtains that will help absorb any ambient noise. A second tent is also planned to be installed west of the main tent, to serve as an additional sound barrier between the main tent and the residential neighbors to the west.

RECOMMENDATION:

1. If the Sound Reduction Plan is implemented, Staff recommends **approval** of the amplifier permit.

2. The Petitioner's Letter, Amplifier Permit Application, Location Map and Sound Reduction Plan are attached for your review.

x:\comdev\mem2020\013_baps amplifier_vb.docx

RECEIVED
DEVELOPMENT
JAN 3 1 2020
VILLAGE OF
BARTLETT

BAPS Swaminarayan Sanstha®
Shri Swaminarayan Mandir
1851 S IL Rt 59, Pramukh Swami Rd, Bartlett, IL 60103 • T: (630) 213-2277 • F: (630) 213-2088 • www.baps.org/chicago

January 30th, 2020

To: The President and Board of the Village of Bartlett

BAPS is a socio-spiritual Hindu organization. Founded on the pillars of practical spirituality, BAPS reaches out far and wide to address the spiritual, moral and social challenges and issues we face in our world. Its strength lies in the purity of its nature and purpose. BAPS strives to care for the world by caring for societies, families and individuals. Its universal work through a worldwide network of over 3,850 centers has received many national and international awards and affiliation with the United Nations. Today, a million or more BAPS members begin their day with morning prayers and meditation, lead upright, honest lives and donate regular hours in serving others. Such pure morality and spirituality forms the foundation of the spiritual and humanitarian services performed by BAPS.

From May 31st to June 12th, Mahant Swami Maharaj the spiritual leader of BAPS will be visiting the BAPS Shri Swaminarayan Mandir in Bartlett, IL. During his visit daily morning prayers and multiple evening congregations will take place within our large tents. While the evening programs take place within standard times permitted on in the village code the morning program will start prior to the permitted time. Therefore, the BAPS Swaminarayan Mandir in Bartlett requests special amplification permit to invite members of the community on June 1st, 3rd, 4th, 5th, 6th, 7th, 8th, and 10th to the early morning prayer rituals of His Holiness Mahant Swami Maharaj which begin at 5:00 a.m. and 11th

In accordance with Hindu morning rituals, Mahant Swami Maharaj awakes well before sunrise and offers morning prayers during dawn hours. Throughout his morning prayers members of the BAPS faith congregate and sing devotional hymns and offer their prayers. The singing of these hymns will be amplified over a speaker system however it is important to note that these prayers similar to meditative and calming music. As there is deep cultural and religious significance to the early morning prayers in Hindu tradition, BAPS Swaminarayan Mandir proposes inviting members of the community, largely devotees, to observe Mahant Swami Maharaj's morning rituals. It is a spiritually rewarding experience for devotees to attend these prayers, joining together in contemplation and reflection as a community. We hope to make this special opportunity available to our members as we have historically done throughout the past two decades.

For context, Mahant Swami Maharaj is visiting Bartlett as part of a North American tour which includes travels to Los Angeles, San Jose, Dallas, Robbinsville, Tampa, Washington D.C., Atlanta, Houston, and Toronto between April and August 2020. At each of these locations similar morning prayers will take place.

To help reduce sound levels throughout the festivities we have done extensive planning and are looking into several sound barriers to ensure that our neighbors to the west and north are not disturbed throughout the festivities. We are currently working with a sound engineer and have created a 3-part plan to reduce sound output from the main tent (as shown on the Sound Reduction Plan). To provide some background we plan

on utilized a sound system with a maximum output of about 110 decibel (dB) within the tent. However, while the system has such capability, we will not be able to push out such dB levels as most of our content will be live singing and lecture type programs. In fact, during the Morning rituals (5am to 8am) we project the maximum output to be about 80 dB. While during the evening program (5pm to 8pm) we project the maximum output to be about 100dB. While the prior-mentioned dB levels are within the tent, the outside of the tent area the dB levels would be significantly reduced by the sound barriers we have planned. There are three sound barriers which we are considering in an effort to reduce the dB levels outside of the tent:

-Sound Barrier 1: At the rear of the main tent (the north side) we will be installing a uniquely designed acoustical partition wall which will be about 4' deep and about 164' long. This acoustical partition wall will act at the primary sound-dampening mechanism and will significantly reduce the sound traveling outside of the tent.

-Sound Barrier 2: While the 2020 tent is similar in size to tent we utilized in 2017 we are looking into adding decorative sound curtains which will start from west side wall, reach the top, and drop down at the east side wall. Please see the image on the Sound Reduction Plan for a visual. These curtains will help absorb a measurable portion of the sound.

-Sound Barrier 3: Tent #2 is a 60'x400'x17' tent which is situated between the main tent and our neighbors to the west. One of the primary purposes of tent to act as a sound barrier to help reduce the sound traveling west and north-west.

Overall, we strongly believe these three sound barriers will significantly reduce the sound levels for our neighbors.

For the past 20 years, BAPS Swaminarayan Mandir in Bartlett has served as the spiritual home for countless families in the greater Chicago area and welcomes thousands of visitors annually. The Mandir enjoys the civic and philanthropic partnerships built and sustained across Chicago over many years, and remains committed to deepening those relationships for generations to come. The village of Bartlett has been our home since 1996 and we have celebrated many such events in the past (such as 1998, 2000, 2004, 2007, and 2017). We are very grateful for your support and cooperation over the past 24 years and we look forward to working with you on the events to come this summer.

Sincerely,

Vikram Patel

Vikram Patel
Mandir Coordinator
BAPS Shri Swaminarayan Mandir, Bartlett, IL

AMPLIFIER PERMIT APPLICATION

For Office Use Only:

Permit #: _____

Received:

RECEIVED
Village of Bartlett
JAN 16 2020
PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT

Village of Bartlett
Community Development Dept.
228 S. Main Street
Bartlett, IL 60103
Ph: (630) 540-5940
Fax: (630) 540-5436
E-mail: CommunityDevelopment@vbartlett.org
Web: www.village.bartlett.il.us

Community Development Director or designee approval is required for all amplifier permit requests.

APPLICANT MUST COMPLETE AND SIGN APPLICATION

PERMIT APPLICANT: YAGNESH PATEL (630) 777-2254

NAME	ADDRESS	PHONE
BAPS Chicago	1851 South Route 59, Bartlett, IL 60103	630-777-2254

ADDRESS OF EVENT: 1851 South Route 59, Bartlett, IL 60103

OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

NAME	ADDRESS	PHONE
Vikram Patel	1851 South Route 59, Bartlett, IL 60103	630-452-1361

DESCRIPTION OF EVENT: Religious congregation(s) in presence of BAPS's spritual Leader His Holiness Mahant Swami Maharaj.

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: May 30th, 2020: 8am to 11pm; May 31st: 8am to 10pm; June 1, 3, 4, 5, 6, 7, 8, 10, 11 5am to 10pm; June 2 and 9th 8am to 10pm;

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) Stereo

CONTRACTOR (if any): BAPS A/V (Internal Department) 630-777-2254

NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

SIGNATURE OF APPLICANT: YASH PATEL

SIGNATURE OF PROPERTY OWNER: Vikram Patel

FOR OFFICE USE ONLY

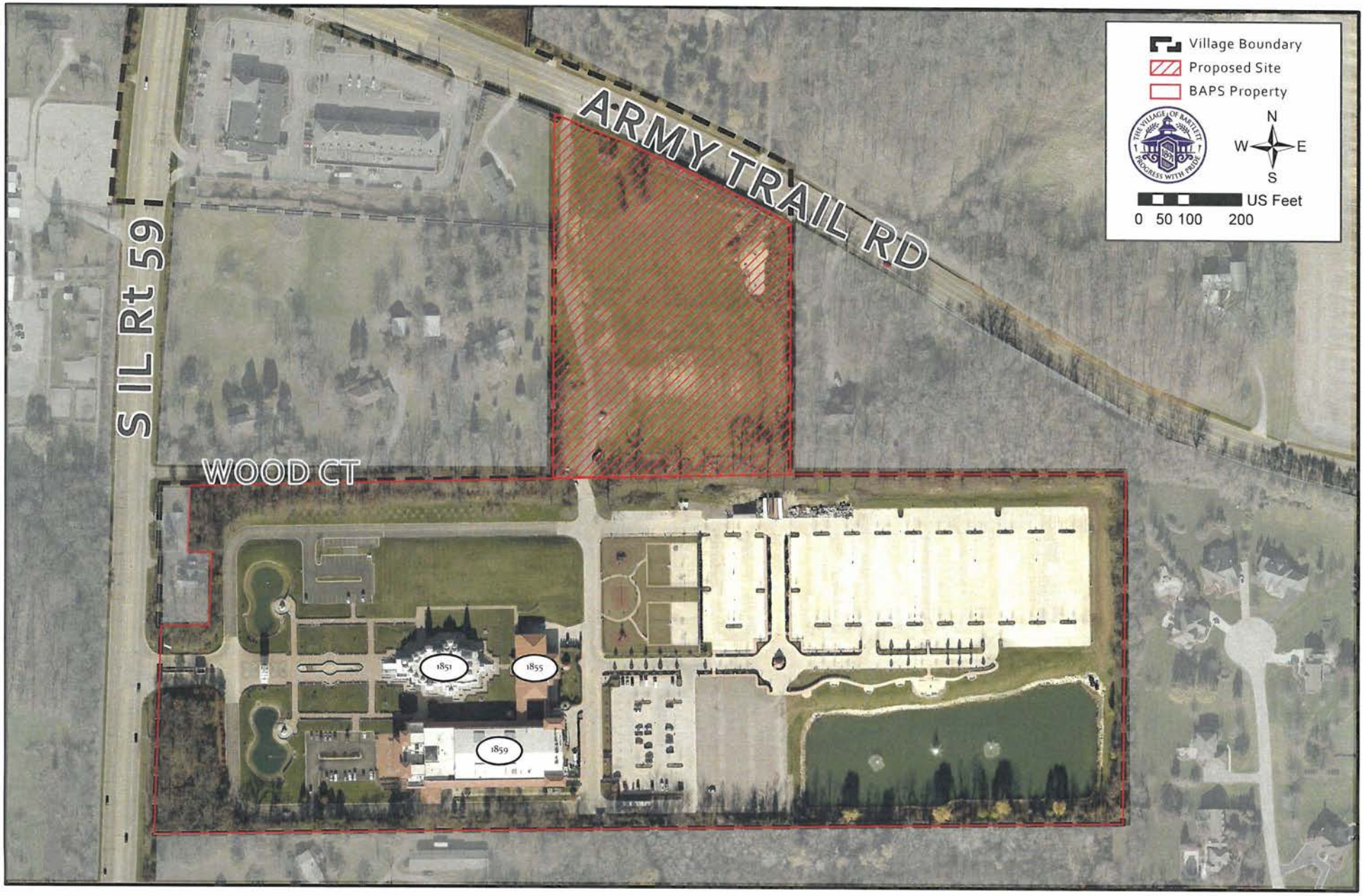
Zoning Dist.	ISSUED BY	TOTAL FEE
		15.00 X3 = #45

Pd by CC

BAPS Shri Swaminarayan Mandir

1851 S IL ROUTE 59

PIN: 01-21-201-026

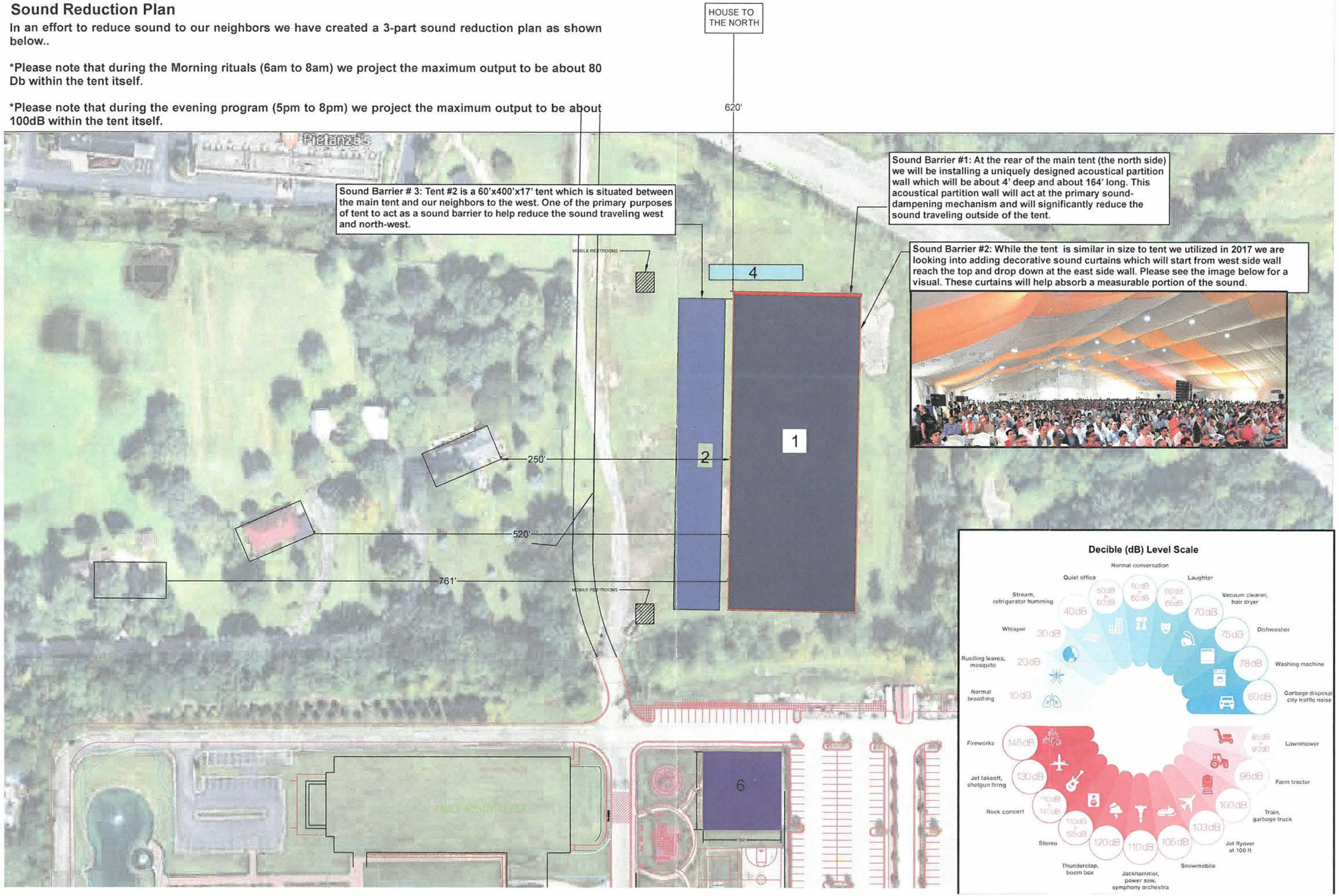


Sound Reduction Plan

In an effort to reduce sound to our neighbors we have created a 3-part sound reduction plan as shown below..

***Please note that during the Morning rituals (6am to 8am) we project the maximum output to be about 80 Db within the tent itself.**

***Please note that during the evening program (5pm to 8pm) we project the maximum output to be about 100dB within the tent itself.**



Agenda Item Executive Summary

Item Name	Prohibiting the Use of Tobacco Products and Alternative Nicotine Products on Village Owned Park Properties	Committee or Board	Board

BUDGET IMPACT

Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

As requested, the Staff has prepared an Ordinance that would prohibit tobacco products, electronic cigarettes and/or alternative nicotine products on Village owned park properties, regardless of whether such smoking, vaping or use is occurring outdoors and not in an enclosed building or public space on any such property. These Village park properties include the Town Center Fountain Park, Koehler Fields, Bartlett Park (also referred to as Gazebo Park), Veteran's Memorial Park and Ruzicka Park.

Signs shall be posted stating "no smoking or vaping" at the designated park entrances and on or adjacent to the sign stating the name of the park.

The prohibition on smoking and vaping shall not apply to any other property used for roads, streets, highways, stormwater detention or retention, the golf course, public works, village hall or other public purpose. In addition, parks and forest preserves owned by the Bartlett Park District, the Forest Preserve Districts or the State of Illinois, shall also be exempt.

The **Village Board Committee of the Whole** reviewed the Draft Ordinance at their meeting on February 4, 2020 and forwarded the petition to the Village Board for a vote.

ATTACHMENTS

PDS Memo and Ordinance

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance - Move to approve **Ordinance #2020 - _____** ***An Ordinance Amending Title 5 of the Bartlett Municipal Code to Add New Chapter 11 Thereto entitled "Use of Tobacco Products and Alternative Nicotine Products Prohibited on Village Owned Park Property"***

☐Motion

Staff	Roberta Grill, Planning & Development Services Director	Date:	02/10/2020

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
20-17

DATE: February 10, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director RBG

RE: Prohibiting the Use of Tobacco Products and Alternative Nicotine Products on Village Owned Park Properties

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As requested, the Staff has prepared an Ordinance that would prohibit tobacco products, electronic cigarettes and/or alternative nicotine products on Village owned park properties, regardless of whether such smoking, vaping or use is occurring outdoors and not in an enclosed building or public space on any such property. These Village park properties include the Town Center Fountain Park, Koehler Fields, Bartlett Park (also referred to as Gazebo Park), Veteran's Memorial Park and Ruzicka Park.

Signs shall be posted stating "no smoking or vaping" at the designated park entrances and on or adjacent to the sign stating the name of the park.

The prohibition on smoking and vaping shall not apply to any other property used for roads, streets, highways, stormwater detention or retention, the golf course, public works, village hall or other public purpose. In addition, parks and forest preserves owned by the Bartlett Park District, the Forest Preserve Districts or the State of Illinois, shall also be exempt.

RECOMMENDATION

1. The Staff recommends forwarding the Draft Ordinance to the Village Board for a vote.

2. The Village Board Committee of the Whole reviewed the Draft Ordinance at their meeting on February 4, 2020 and forwarded the petition to the Village Board for a vote.

3. The Ordinance is attached for your review.

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ORDINANCE 2020 - _____

AN ORDINANCE AMENDING TITLE 5 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 11 THERETO ENTITLED "USE OF TOBACCO PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS PROHIBITED ON VILLAGE OWNED PARK PROPERTY"

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in exercise of its home rule powers, as follows:

SECTION ONE: That Title 5 of the Bartlett Municipal Code, entitled "POLICE REGULATIONS", is hereby amended to add new Chapter 11 entitled "USE OF TOBACCO PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS PROHIBITED ON VILLAGE OWNED PARK PROPERTY" as follows:

5-11-1: DEFINITIONS:
5-11-2: PROHIBITED USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND/OR ALTERNATIVE NICOTINE PRODUCTS ON VILLAGE OWNED PARK PROPERTY
5-11-3: SIGNS:
5-11-4: EXEMPTIONS
5-11-5: PENALTY

5-11-1: DEFINITIONS:

For purposes of this chapter, the following words and phrases shall have the following meanings ascribed to them:

ALTERNATIVE NICOTINE PRODUCT: A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing or by any other means. "Alternative nicotine product" does not include cigarettes as defined in Section 1 of the Cigarette Tax Act[1] and tobacco products as defined in Section 10-5 of the Tobacco Products Act of 1995[2], tobacco product and electronic cigarette as defined in this section, or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose, any asthma inhaler prescribed by a physician for that condition and is being marked and sold for that approved purpose or any therapeutic product approved for use under the Compassionate Use of Cannabis Pilot Program Act.[3]

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[1] 35 ILCS 130/1
[2] 35 ILCS 143/10-1, et seq.
[3] 410 ILCS 130/1, et seq.

ELECTRONIC CIGARETTE: Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or any solution or substance, whether or not it contains nicotine intended for use in the device. The term "electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar products or devices, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act[4] and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995[5]; tobacco product and alternative nicotine product as defined in this section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.[6]

NICOTINE: Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

TOBACCO PRODUCT: Any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

VAPE OR VAPING: Using an electronic cigarette or alternative vapor transmission modality to vape an alternative nicotine product.

VILLAGE OWNED PARK PROPERTY: Each of the following primarily vacant parcels of real property owned by the Village of Bartlett and that are used for active or passive recreation, open space, public gathering space, veteran's memorial or other public purposes:

Town Center Fountain Park. Parcel located at the Northeast corner of Main Street and Railroad Avenue, Barltett, Illinois, legally described as follows:

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[4] 35 ILCS 130/1
[5] 35 ILCS 143/10-1, et seq.
[6] 410 ILCS 130/1, et seq.

LOT 1 IN THE BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OD SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2003 AS DOCUMENT NO. 0328310201.

Koehler Fields. The multi-sports complex generally located along and East of Illinois Route 25, South of Southwind Blvd., and North of the James Pate Philp State Park, legally described as follows:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, (BEARINGS BASED ON THE TRI-COUNTY STATE PARK BOUNDARY SURVEY), ALONG THE EAST LINE OF SAID SOUTH EAST QUARTER, A DISTANCE OF 1394.88 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 463.43 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 13 MINUTES 44 SECONDS EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 463.43 FEET TO THE SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1258.08 FEET
TO A POINT THAT IS 136.80 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE POINT OF COMMENCEMENT; THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 721.09 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, PARALLEL WITH THE AFORESAID EAST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 556.89 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 14 SECONDS WEST, PARALLEL WITH THE AFORESAID SOUTH LINE, A DISTANCE OF 537.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, BEING 33.0 FEET EAST OF THE CENTER LINE; THENCE NORTHERLY, ALONG SAID RIGHT OF WAY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375,747.50 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 41 MINUTES 22 SECONDS WEST, AN ARC DISTANCE OF 367.16 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 14 SECONDS EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF THE EAST QUARTER, A DISTANCE OF 17.00 FEET TO A LINE THAT IS 50.00 FEET EASTERLY OF AND PARALLEL WITH THE SAID CENTERLINE; THENCE NORTHERLY, ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 375,746.50 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 44 MINUTES 33 SECONDS WEST, AN ARC DISTANCE OF 329.1 FEET; THENCE NORTH 45 DEGREES 27 MINUTES 55 SECONDS EAST, A DISTANCE OF 55.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTHWIND BOULEVARD PER DOCUMENT 2000K 093202; THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 576.44 FEET; THENCE NORTHEASTERLY, ALONG THE PROPOSED RIGHT OF WAY LINE OF SOUTHWIND BOULEVARD, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 353.80 FEET, AN ARC DISTANCE OF 201.76 FEET TO A LINE THAT IS PARALLEL WITH THE AFORESAID EAST LINE OF THE SOUTHEAST QUARTER AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 59.73 FEET TO THE POINT OF BEGINNING. BEING SITUATED IN THE VILLAGE OF BARTLETT, KANE COUNTY, ILLINOIS AND CONTAINING 1,321,204 SQUARE FEET (30.33 ACRES) MORE OR LESS.

Bartlett Park (sometimes alternatively referred to as Gazebo Park). The park property located North of North Avenue, East of Oak Avenue and West of Eastern Avenue, in the Village of Bartlett, legally described as follows:

2.42 +/- acre parcel in the County Clerk's Division of unsubdivided lands in the East 1/2 of the Northeast 1/4 of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, recorded May 31, 1895 as Document 2227310, in Cook County, Illinois, PIN 06-34-208-013

Veteran's Memorial Park. Parcel located South of Stearns Road, West of South Bartlett Road and Northwest of the Bartlett Trail in the Village of Bartlett, legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF KENROY'S APPLE ORCHARD SUBDIVISION NO. 4 UNIT NO. 3, PER DOCUMENT NO. R77- 82081, WITH A LINE THAT IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH, ALONG SAID EAST LINE OF KENROY'S APPLE ORCHARD SUBDIVISION NO. 4 UNIT NO. 3, A DISTANCE OF 300.97 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 419.67 FEET TO A POINT ON THE AFORESAID LINE THAT IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER AND IS 292.40 FEET, MEASURED ALONG SAID PARALLEL LINE, EAST OF THE POINT OF BEGINNING; THENCE WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 292.40 FEET TO THE POINT OF BEGINNING, BEING SITUATED IN THE VILLAGE OF BARTLETT, DUPAGE COUNTY, ILLINOIS AND CONTAINING 1.01 ACRE, MORE OR LESS.

Ruzicka Park. Athletic fields located West of Newport Blvd., South of Coral Avenue, and North of the Commonwealth Edison ROW in the Village of Bartlett, legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 1 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, BOTH IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 2, ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF SECTION 1; THENCE SOUTH 88 DEGREES 47 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 340.00 FEET TO THE SOUTHEAST CORNER OF BARTLETT SUBDIVISION UNIT 1-D GREEN SPACE PER DOCUMENT NO. R82-056663; THENCE NORTH 01 DEGREE 12 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF SAID DOCUMENT AND ALONG THE EAST LINE OF BARTLETT SUBDIVISION 1-D PER DOCUMENT R76-071777, A DISTANCE OF 516.05 FEET TO THE NORTHEAST CORNER OF LOT 276 OF SAID UNIT 1-D; THENCE NORTHEASTERLY, ALONG THE SOUTHERLY LINE OF CORAL AVENUE PER BARTLETT SUBDIVISION UNIT 1-E, DOCUMENT NO. R77-025424, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 745.00 FEET AND A CHORD BEARING OF NORTH 64 DEGREES 44 MINUTES 06 SECONDS EAST, AN ARC DISTANCE OF 100.38 FEET; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID CORAL AVENUE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1410.00 FEET AND A CHORD BEARING OF NORTH 65 DEGREES 32 MINUTES 08 SECONDS EAST, AN ARC DISTANCE OF 229.40 FEET; THENCE NORTH 70 DEGREES 11 MINUTES 48 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF CORAL AVENUE, A DISTANCE OF 149.80 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00

FEET AND A CHORD BEARING OF SOUTH 63 DEGREES 53 MINUTES 50 SECONDS EAST, AN ARC DISTANCE OF 40.06 FEET, BEING ON THE WESTERLY LINE OF NEWPORT BOULEVARD; THENCE SOUTHERLY, ALONG THE SAID WESTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET AND A CHORD BEARING OF SOUTH 09 DEGREES 01 MINUTE 30 SECONDS EAST, AN ARC DISTANCE OF 500.27 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 11 SECONDS EAST, ALONG SAID WESTERLY LINE OF NEWPORT BOULEVARD, A DISTANCE OF 189.07 FEET TO THE SOUTH LINE OF AFORESAID NORTHWEST QUARTER OF SECTION 1; THENCE SOUTH 89 DEGREES 55 MINUTES 49 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. BEING SITUATED IN THE VILLAGE OF BARTLETT, DUPAGE COUNTY, ILLINOIS AND CONTAINING 7.569 ACRES, MORE OR LESS.

5-11-2: PROHIBITED USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND/OR ALTERNATIVE NICOTINE PRODUCTS ON VILLAGE OWNED PARK PROPERTY

It shall be unlawful to smoke, vape or use any tobacco product, electronic cigarette, and alternative nicotine product, or any of them, on any Village owned park property, regardless of whether such smoking, vaping or use is occurring outdoors and not in an enclosed building or public space on any such property

5-11-3: SIGNS:

The Village shall post conspicuous "no smoking or vaping" signs at the designated entrance(s), and on or adjacent to the park name sign at each Village owned park property. Such "no smoking or vaping" sign shall have a white field with the words "no smoking or vaping" printed in red letters, four (4) inches in height, or shall have the international no smoking symbol at least six (6) inches square in size and a symbol graphically indicating no vaping.

5-11-4: EXEMPTIONS

The prohibition on smoking and vaping set forth in Section 5-11-2 shall not apply to:

A. Any other property owned, leased or used in whole or in part by the village and used for road, street, highway, stormwater detention or retention, golf course, public works, village hall, or other public purpose whether acquired by the Village by deed, lease, dedication, easement, license or permit, other than the Village owned park property specifically identified in Section 5-11-1 of this chapter under the definition "village owned park property".

B. All parks and forest preserves or unenclosed public lands owned by the Bartlett Park District, the DuPage County Forest Preserve District, the Kane County Forest Preserve District, or by the State of Illinois.

C. Notwithstanding the exemptions provided in subsections A and B of this section, nothing contained herein shall exempt any building, or enclosed public place existing or erected on any village owned park property, or property owned by any other public

or private entity as defined in section 4-4-1 of this code, or from the applicable regulations set forth in the Bartlett Smoke and Vape Free Ordinance codified in Title 4 of Chapter 4 of this code.

5-11-5: PENALTY

Any person violating any provision of this chapter shall be fined not less than fifty dollars ($50.00) nor more than seven hundred fifty dollars ($750.00).

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

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

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:

PASSED:
APPROVED:

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020-_____ enacted on February 18, 2020 and approved on February 18, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk