VILLAGE OF BARTLETT
BOARD AGENDA
MAY 5, 2020
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADJOURN TO EXECUTIVE SESSION: To Discuss Eminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act

5 RECONVENE BOARD MEETING

6. *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.

*7. MINUTES: Board Minutes – April 21, 2020

*8. BILL LIST: May 5, 2020

9. TREASURER'S REPORT: None

10. PRESIDENT'S REPORT:

A. Resolution Seeking Immediate Authority to Establish a Community Specific Transition Plan to Reopen Businesses and Resume Civic Activity

B. National Police Week Proclamation

C. National Bike Month Proclamation

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

12. TOWN HALL: **(Note: Three (3) minute time limit per person)**

13. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett Which is No Longer Necessary, Appropriate, Required for the Use of, Profitable to the Village, or for the Best Interest of the Village, and Approving a Real Estate Purchase and Sale Agreement Between the Village of Bartlett and MMAJ, LLC and a Development Agreement for the Property Located at the Southwest Corner of E. Railroad Ave. & S. Berteau Ave., Bartlett, Illinois

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board
   a. Village Administrator, Paula Schumacher
   b. Village Attorney, Bryan Mraz
   c. Village Treasurer, Todd Dowden
   d. Village Budget Officer, Todd Dowden
   e. Director of Public Works, Daniel Dinges
   f. Director of Building Department, Brian Goralski
   g. Electrical Inspector, William Dettmer
   h. Plumbing Inspector, Dewayne Burris
   i. Chief of Police, Patrick Ullrich
   j. Village Engineer, Robert Allen
   k. Administrative Hearing Officer, Thomas Bastian
   l. Open Meetings Act Officer, Paula Schumacher
   m. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

2. Designation by the Board of Trustees of Zoning Administrator, Roberta Grill

3. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

4. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

5. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin

*6. Resolution Approving of the First Amendment to License Agreement Between the Village of Bartlett and the Bartlett Veteran's Memorial Foundation

*7. Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 321 S. Hickory Avenue

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Resolution Approving the Apple Orchard Pump Station Upgrade Agreement Between the Village of Bartlett and John Neri Construction Company, Inc.

12. NEW BUSINESS

13. QUESTION/ANSWER: PRESIDENT & TRUSTEES

14. ADJOURNMENT

VILLAGE OF BARTLETT
BOARD MINUTES
April 21, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of April 21, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and is broadcasting live via Zoom Meeting video conferencing in order to comply with the shelter in place order issued by Governor JB Pritzker. (Village Hall closed due to the Village President's Declaration of Local Disaster and Public Health Emergency Order)

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, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. PLEDGE OF ALLEGIANCE

4. 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.

There were no additions or subtractions 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 Consent Agenda, and the items designated to be approved by consent therein.

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

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

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

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

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

7. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the February 2020 Treasurer's Report. He noted that the first page of the Treasurer's Report shows the cash balances for each fund and that is what they will be watching over the next few months as revenues are delayed. He stated that March/April cash flows should be normal, we should start to see property taxes, sales tax and income tax be delayed starting with May. He then presented the Municipal Sales Tax Report through December 2019, and stated that it totaled $186,495 and was down $10,219 from the previous month last year but sales tax did pick up the last two months ($20,000 each month was higher than prior year). Motor Fuel Tax distribution through January 2020 totaled $128,180, of that $71,795 was the old MFT tax compared to $89,000 last year. MFT taxes have already started dropping off and they will continue to track those as we move forward.

8. PRESIDENT'S REPORT

President Wallace read a Proclamation for Building Safety month and proclaimed the month of May 2020 as Building Safety Month in the Village of Bartlett.

9. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Reinke asked how everyone was holding up.

Village Administrator Paula Schumacher stated that they do check in with the employees and she asked the department directors to make a special effort to talk to everyone on their staff and see how they are doing. More than just a checkup on the work they are doing but how their families are doing and how they are dealing with the different

schedules. She comes to work and she feels like a lighthouse keeper, since she does not see everyone because they are all in their own individual spaces. They do connect via phone and email in checking in with each other. Staff has been pushing out different articles and resources available from various organizations including the employee assistance program. She felt that there was a great sense of purpose here and the feeling that our work is important to the community which is a motivating factor and keeps our spirits higher than they would normally be.

Trustee Deyne asked about the accident at Western and Morse yesterday and stated that there was a big backup on West Bartlett Road.

Police Chief Patrick Ulrich stated that there was a vehicle westbound on Morse that didn't see the stop sign and crashed into a vehicle traveling on Oak. It was a rollover crash and he didn't think anyone was injured.

10. TOWN HALL

George LeBron, 506 Tamarack Drive
Mr. LeBron stated that he was a 40 year resident. He stated that he has sent various emails to the board and he resides in the Timberline subdivision off of Naperville Road between Bartlett and Lake Street, with insane traffic patterns. This is basically due to construction in the community over the last several years (Brewster Creek industrial park, Munger Road commercial building). He would like the village attorney to get involved with the county because he has been working with the Village of Bartlett for the last two years. He thanked the people that have had recent interaction regarding a stoplight, which the village told the county that they would share half of the cost. It is a safety hazard and people are scared coming out of his subdivision onto Naperville Road. Their homes shake and trucks with heavy loads continuously go by. He stated that other planning on Route 59 and West Bartlett will yield more traffic down Naperville Road.

Trustee Hopkins thanked staff for working with the county and Mr. LeBron. He understood that things were kind of slow moving right now but he thought that if the village attorney gets involved, they may get some traction. It is a county road which makes it extremely difficult for the village to enforce or adjust speed limits.

Mr. LeBron stated that this was poor planning from previous Village Boards. Now Naperville Road is being used to go from Lake Street to Stearns Road.

Ms. Schumacher stated that this is an issue that they are absolutely committed to continue working on. They are a little bit hamstrung since it is not our road. They have to compel the county to take action on some of the things they have pointed out to them such as the signal on Spalding Road. It is close to meeting those warrants but is not there yet. They certainly are committed to continue monitoring. They looked at a traffic analysis that was

done for the business park and it projected out to 2020. A number of the recommendations for road improvements in that area have been made but Naperville Road was not addressed. If the board would be interested, they could certainly approach Elmhurst Chicago Stone and ask them to do another traffic analysis projecting out to the end of the buildout of the park and focus on a directional analysis on where the traffic is distributing from the business park.

Trustees Reinke and Hopkins thought that was a good suggestion.

President Wallace stated that he appreciated Mr.LeBron's feedback and stated that it looks like they now have a little different angle to look at this situation.

Mr. LeBron thanked Paula and felt that she was very helpful with the meeting they had with the county. He believed that the traffic study did warrant a stoplight. He knew that they still had TIF funds available from Brewster Creek with all the additional things going on in there. He suggested a sound barrier wall that could be put up and down in his area.

President Wallace stated that he knew this has been a long road and he appreciated him being vigilant about representing the residents there.

Ms. Schumacher stated that they have had support from the County Commissioner on this as well.

11. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya presented Resolution 2020-35-R, a Resolution Approving of the Bartlett Small Business Economic Relief Program. She stated that the village has worked with President Wallace on this program.

Ms. Schumacher stated that the Village Board at their meeting two weeks ago, asked staff to develop a local business relief program. They looked at what other towns were doing such as delaying business license fees, liquor license fees, extending those deadlines, not charging late fees for water bills, assisting with marketing and social media, relaxing sign requirements, providing information and answering questions about how to implement the new state guidelines and access to the federal assistance program. They look to find relief programs but also worked with a real sense of urgency and presented an outline to the Economic Development Commission (EDC) at their meeting last

Monday. The program is targeted toward mid-tier businesses, these are the sales tax producing businesses with revenues between $50,000 and $2 million in taxable sales from last year. The businesses must show a verifiable loss as a result of the pandemic stay-at-home order. They cannot be part of a franchise or home occupation or a business that has four or more locations. The grant relief program is calculated upon the businesses lost sales revenue in comparison to March 17, 2019 to the date that they apply. It provides for the return of up to 25% of the prior year's sales tax payment (village portion only) to a maximum of $10,000. The maximum exposure to the village for this program is $221,000 and they have identified the funding source to come from the remaining BEDA program funds and sales tax. It would not be correct to say that programs like this do not come with risk. They have tried to mitigate those risks by placing further requirements on how the funds must be spent and what operational expenses it can be spent on. There is also a requirement that they remain open for at least 30 days.

President Wallace stated that he realizes that the time constraints for both the conceptualization of this program and the board's review is unusual. He wanted to give as much time as possible for discussion at this meeting and fully vetting of the program that is outlined.

Trustee Gabrenya applauded the mayor and the staff working as quickly as they could to try to put this in place. She was glad that they were cognizant of the size of the small businesses and how to actually get cash in-hand.

President Wallace stated that he takes the blame for the rushed venue and asked if there is a trustee that is not comfortable with rushing this through. He stated that funds ran out for the small business program offered by the government. This obviously drains funds from the BEDA program, but he thinks "survival" trumps the BEDA improvement program. He stated that they could certainly push this out to a future agenda in May if anyone does not feel comfortable. They have spoken to each qualifying business in town and there is not a whole lot of confidence in how quickly they can get funds needed to keep their doors open. He welcomed any feedback or improvements to the presented document.

Trustee Carbonaro stated that they would be remiss if they did not let the people who are applying for this, be known that through the payment protection plan, the application asked if they had applied for any other loans or grants, would dismiss them from the federal payment protection plan which was passed today with another $265 million dollars available. He suggested that they get their applications into their bank and if they don't qualify, this would be an excellent lifesaver on behalf of the village and a great opportunity if they don't qualify for the federal plan. He thought it was a great idea.

President Wallace stated that the amount was adjusted to what they thought was appropriate.

Trustee Reinke stated he struggled with this as far as what the federal government is doing and what is the role of the local government in all of this. He is generally not a big fan of bailouts but is forced to consider making provisions for the community when this is all over with. We need to save as many businesses as we can because when this is over, we will need to get a burger or ice cream and we must save it or do what we can. He will vote in favor, even though he doesn't like programs like this that pick one business over another. He realizes that there is only so much we can do.

Trustee Deyne concurred with the statements made. He stated that he also has a small business and they applied for PPE and nothing has happened. He stated that it is a struggle right now. He has always been a proponent of trying to do whatever he can to supplement the businesses in our village and support those businesses. He would have a very difficult time, emotionally, knowing that we had the opportunity to help these businesses, then turn our backs on them and have them fail. We have no idea how long this is going to go on. During these unprecedented times, he believes it is their responsibility to do what they can to help the businesses.

Trustee Reinke hoped that they also look for ways to bail out the residents as we move forward. They have done a lot of those things already like not shutting off water, but just be as giving as we can while at the same time fulfilling responsibilities of a government entity.

President Wallace stated that he totally agrees with that and he is also not in favor of bailouts. This situation is no ones fault. Certain businesses have come to him requesting help from the BEDA program that opened prior to the program's existence. They would have more capital to get through this hard time if the program existed prior.

Trustee Hopkins asked how many businesses in the community could apply for this program.

Economic Development Coordinator Tony Fradin stated that after implementing some of the provisions like removing the home-based and franchise businesses, it's down to about 75 businesses.

Assistant Village Administrator Scott Skrycki stated that the information that Tony gave them is accurate but keep in mind, that's the maximum exposure if everyone fills out the application and fits the parameters.

Trustee Gabrenya stated that it should be clear that it is up to $10,000.

Trustee Hopkins asked which businesses in town would qualify for $10,000.

Mr. Fradin stated that there were only three businesses in the $9,000 range. One of them was a company that does electrical work in the business park and the other is TL's restaurant. It drops off fairly quickly to the $7,000 range. They worked very closely with Todd Dowden the finance director on this and determined that the average amount would be somewhere around $2,600. He stated that only two businesses would qualify for the full $10,000.

Trustee Hopkins stated that this program will not save a business because $2,600 will not be life or death - just a little bit of a lifeline to help them through this month and a half.

President Wallace stated that for certain businesses, this is a small lifeline but might mean keeping someone employed for a month as a critical person answering the phones versus unemployment. Another way to look at this is that it gives the restaurant the ability to maintain a certain amount of staff now and maybe they can launch a little inventory.

Trustee Camerer stated that if the business wanted to get the Paycheck Protection Program, our grant would be on top of that.

President Wallace stated that this is not really an application. If the business paid a certain amount of sales tax last year, we rebate a certain amount of that back to them.

Trustee Hopkins asked if these applications could be attainable under the Freedom of Information Act.

Village Attorney stated "yes" because they are getting public funds.

Trustee Hopkins asked if they were going to be transparent with these funds.

Mr. Skrycki stated that it would be on the Bills List.

President Wallace suggested that if any trustee has thoughts, we can tweak this on the fly. He just wanted to get this to a point where we could pass something.

Trustee Gabrenya asked how this would be advertised.

Mr. Fradin stated that they are maintaining very close communications with all the businesses and they would be directly contacting each business within the next couple of days that would be eligible for this if it does pass.

Mr. Skrycki stated that they looked at their database and began extracting e-mails from every single eligible business so they have everything queued up and ready to go.

Mr. Mraz stated that they would have to pick an application due date, but more importantly, in the administrative rules, there is a provision that says that the money cannot be used for capital improvements or rent. He frankly thought that it would be helpful if they could use it to pay rent.

Trustee Carbonaro stated that the PPP is for payroll and the company portion of the medical expense. It can't be used for rent or utilities. He did not think they should put a restriction on our grant program.

Trustee Deyne agreed.

President Wallace agreed with the capital improvements but thought that the rent should be striked.

Trustee Gabrenya asked for the definition of capital improvements. There are some things in her office that she needs to add in order to bring her staff in, such as plexiglass, etc.

President Wallace stated that he didn't think that would fall under capital improvements since you are not depreciating it.

Ms. Schumacher stated that one of the things they are thinking about at village hall is how to make the residents feel comfortable coming here. Any of those precautions for safety and health will be very important going forward.

President Wallace stated that he thinks they should be eligible to use it for rent but not capital improvements.

All trustees agreed.

Discussions ensued regarding having a 30, 60 and 90 day notice.

Trustee Reinke suggested a due date 90 days from and after approval of the program.

Trustee Gabrenya moved to approve Resolution 2020-35-R, a Resolution Approving of the Bartlett Small Business Economic Relief Program and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-35-R, APPROVING SMALL BUSINESS ECONOMIC RELIEF PROGRAM

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

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2020-36, an Ordinance Reserving 2020 Volume Cap for Private Activity Bond Issues and Related Matters and Resolution 2020-37-R, a Resolution Approving of Disbursement Request for Payout No.16 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were 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 Ordinance 2020-38, an Ordinance Approving the Village of Bartlett Neighborhood Traffic Calming Policy was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2020-39-R, a Resolution Approving an Intergovernmental Agreement between the City of Elgin and the Village of Bartlett for the Setting and Sharing of Costs for the Resurfacing of Lambert Lane in both Municipalities and Resolution 2020-40-R, a Resolution Authorizing the Purchase of up to 1,300 tons of Road Salt from Compass Minerals America, Inc. were covered and approved under the Consent Agenda.

12. NEW BUSINESS

He would like to see them communicate to the residents in an organized manner of what the village is trying to do to help them out.

Trustee Camerer asked how the flower baskets were coming along.

Public Works Director Dan Dinges stated that they are coming along.

President Wallace agreed with Trustee Reinke to get some items out there as far as what the village can do for residents in these trying times. He has been holding Town Hall meetings, recently with mental health experts and will continue these types of things.

13. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

President Wallace stated that there are no items on the Committee of the Whole this evening.

14. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

There being no further business to discuss, Trustee Camerer 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 7:55 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/5/2020

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM KRUEGER	TRANSFER TAX REFUND	773.00
	INVOICES TOTAL:	**773.00**

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL MINICH	BUILDING PERMIT REFUND	280.00
	INVOICES TOTAL:	**280.00**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MAY 2020	312,632.07
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2020	15,345.06
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2020	116.50
**	1 FIRST STOP HEALTH LLC	MONTHLY INSURANCE - MAY 2020	844.75
		INVOICES TOTAL:	**328,938.38**

1100-VILLAGE BOARD/ADMINISTRATION

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 GRECO AND SONS INC	FACE MASKS	1,232.92
		INVOICES TOTAL:	**1,232.92**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
	INVOICES TOTAL:	**600.00**

1400-FINANCE

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	140.00
	INVOICES TOTAL:	**140.00**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	DISINFECTANT WIPES/STAPLE REMOVER	11.78

** Indicates pre-issue check.

	INVOICES TOTAL:	**11.78**

1500-PLANNING & DEV SERVICES

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	335.57
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	245.12
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	378.99
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	28.92
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	263.91
	INVOICES TOTAL:	**1,252.51**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MINUTEMAN PRESS	FORMS	350.00
	INVOICES TOTAL:	**350.00**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	22.83
	INVOICES TOTAL:	**22.83**

1600-BUILDING

522501-DOCUMENT IMAGING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TKB ASSOCIATES INC	DOCUMENT SCANNING PROJECT	1,500.00
	INVOICES TOTAL:	**1,500.00**

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,300.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	420.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	420.00
	INVOICES TOTAL:	**2,140.00**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	128.11
	INVOICES TOTAL:	**128.11**

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 COMCAST	CABLE SERVICE		136.57
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES		475.00
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT		825.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL CHARGES		249.62
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES		120.00
1 RAGNASOFT INC	ANNUAL SUBSCRIPTION FEE		3,208.00
1 VERIZON WIRELESS	WIRELESS SERVICES		811.40
		INVOICES TOTAL:	**5,825.59**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING		496.00
1 EXAMINER PUBLICATIONS INC	HELP WANTED AD/POLICE OFFICER		100.00
		INVOICES TOTAL:	**596.00**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AUDIO CABLES		146.24
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE		225.84
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE		722.52
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE		188.72
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE		125.00
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		307.50
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE		30.51
1 MR CAR WASH	MARCH 2020 CAR WASHES		89.70
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT HANDLE REPLACEMENT		71.95
1 ULTRA STROBE COMMUNICATIONS INC	CAMERA DVR INSTALLATION		80.00
1 WOODSTOCK POWERSPORTS	POLARIS GEARCASE REPLACEMENT		1,419.99
		INVOICES TOTAL:	**3,447.87**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PLASTIC SPRAY BOTTLES		17.97
1 AMAZON CAPITAL SERVICES INC	YOGA TOWELS		216.21
1 AMAZON CAPITAL SERVICES INC	SNACKS/SUPPLIES		304.20
1 EVIDENT INC	DISPOSABLE FACE SHIELDS		502.00
1 KATHRYN R JUZWIN	REIMBURSEMENT FOR PRINTS		141.93
1 ULINE	NITRILE GLOVES		133.82
1 WAREHOUSE DIRECT	CONDIMENT ORGANIZERS/SUPPLIES		161.96
1 WAREHOUSE DIRECT	INK CARTRIDGE		127.03
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES		169.33
		INVOICES TOTAL:	**1,774.45**

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 RAY O'HERRON CO INC	UNIFORM APPAREL	167.92
	INVOICES TOTAL:	**167.92**

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GUARDIAN TRACKING LLC	ANNUAL ONLINE SUBSCRIPTION FEE	2,775.00
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	207.70
	INVOICES TOTAL:	**2,982.70**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,901.99
	INVOICES TOTAL:	**6,901.99**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS ENVELOPES	160.91
1 WAREHOUSE DIRECT	CONDIMENT ORGANIZERS/SUPPLIES	118.64
1 WAREHOUSE DIRECT	PENS/MAGNETS	124.87
1 WAREHOUSE DIRECT	CORRECTION TAPE/POST-IT NOTES	197.54
	INVOICES TOTAL:	**601.96**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOUSE OF DOORS INC	EXIT DOOR REPAIRS	1,475.93
	INVOICES TOTAL:	**1,475.93**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	5,605.00
	INVOICES TOTAL:	**5,605.00**

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	FACE MASKS	284.95
1 AMAZON CAPITAL SERVICES INC	SAFETY GOGGLES	854.75
1 OKLAHOMA CORRECTIONAL INDUSTRIES	STORM READY WEATHER SIGNS	244.82
1 ULINE	ELASTIC COVERALLS	165.20
	INVOICES TOTAL:	**1,549.72**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TRUCK ENFORCEMENT ASSOCIATIO	MEMBERSHIP RENEWAL	100.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY RENEWAL/H ATKINSON	50.00
	INVOICES TOTAL:	**150.00**

** Indicates pre-issue check.

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	12.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,764.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.37
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,526.27
	INVOICES TOTAL:	**7,366.99**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	490.00
	INVOICES TOTAL:	**490.00**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
	INVOICES TOTAL:	**150.00**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	322.68
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL LIGHT REPLACEMENT	32.20
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	218.84
	INVOICES TOTAL:	**573.72**

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	978.00
	INVOICES TOTAL:	**978.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MATERIALS & SUPPLIES	123.94
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	749.00
	INVOICES TOTAL:	**872.94**

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	EQUIPMENT PURCHASE	684.99
	INVOICES TOTAL:	**684.99**

** Indicates pre-issue check.

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	2,487.85
	INVOICES TOTAL:	**2,487.85**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIFFORD-WALD	PAPER	37.88
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	32.98
	INVOICES TOTAL:	**70.86**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DULTMEIER SALES LLC	MAINTENANCE SUPPLIES	847.58
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	20.56
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	13.44
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	20.56
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	121.70
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	245.35
	INVOICES TOTAL:	**1,269.19**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,065.00
	INVOICES TOTAL:	**1,065.00**

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	LIGHTING MATERIALS	668.00
	INVOICES TOTAL:	**668.00**

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	357.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	280.74
1 WELCH BROS INC	MAINTENANCE MATERIALS	1,012.00
1 WELCH BROS INC	GRAVEL PURCHASE	342.00
	INVOICES TOTAL:	**1,991.74**

2200-MFT EXPENDITURES

583084-SCHICK/PETERSDORF RESURFACING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	SCHICK/PETERSDORF REHAB PROJECT	3,482.17
	INVOICES TOTAL:	**3,482.17**

** Indicates pre-issue check.

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILSON & SONS CONSTRUCTION	BOND REFUND	5,000.00
	INVOICES TOTAL:	**5,000.00**

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	846.41
	INVOICES TOTAL:	**846.41**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2020 BILLING/NEW FILE LAYOUT	734.55
2 SEBIS DIRECT INC		1,312.50
	INVOICES TOTAL:	**2,047.05**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	60.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	293.13
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	594.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	210.26
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	212.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,331.54
1 NICOR GAS	GAS BILL	227.17
	INVOICES TOTAL:	**3,929.38**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	GRADING/LANDSCAPE MAINTENANCE	4,920.00
	INVOICES TOTAL:	**4,920.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	121.05
1 CREEKSIDE PRINTING	DOOR HANGERS	497.00
	INVOICES TOTAL:	**618.05**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	704.98
	INVOICES TOTAL:	**704.98**

** Indicates pre-issue check.

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIFFORD-WALD	PAPER	37.88
	INVOICES TOTAL:	**37.88**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	730.50
	INVOICES TOTAL:	**730.50**

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN HOGAN	REFUND/WATER BILL OVERPAYMENT	49.17
1 WILLIAM KRUEGER	REFUND/WATER BILL OVERPAYMENT	216.28
1 JUSTIN ONWOCHEI	REFUND/WATER BILL OVERPAYMENT	103.26
** 1 JUDITH WERSCHING	REFUND/ONLINE PAYMENT ERROR	5,363.00
	INVOICES TOTAL:	**5,731.71**

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/PUMP STATION	1,133.75
1 ORIVNE INC	TANK REMOVAL SERVICES	3,844.50
	INVOICES TOTAL:	**4,978.25**

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	846.41
	INVOICES TOTAL:	**846.41**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2020 BILLING/NEW FILE LAYOUT	734.55
2 SEBIS DIRECT INC		1,312.50
	INVOICES TOTAL:	**2,047.05**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	80.50
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	239.90

** Indicates pre-issue check.

	INVOICES TOTAL:	**320.40**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE/PUMP STATION	84.00
	INVOICES TOTAL:	**84.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.36
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	90.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	71.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	182.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	108.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	279.69
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	142.45
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	210.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	131.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	299.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	201.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	321.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	383.21
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	640.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,359.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	122.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	215.27
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	254.99
1 NICOR GAS	GAS BILL	38.54
	INVOICES TOTAL:	**39,108.15**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLUMBIA PIPE & SUPPLY CO	PVC PIPE/SUPPLIES	52.41
	INVOICES TOTAL:	**52.41**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,175.37
1 HAWKINS INC	CHEMICAL SUPPLIES	2,516.50
1 HAWKINS INC	CHEMICAL SUPPLIES	1,597.43
	INVOICES TOTAL:	**7,289.30**

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	NITRILE GLOVES	120.83
	INVOICES TOTAL:	**120.83**

** Indicates pre-issue check.

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	747.06
	INVOICES TOTAL:	**747.06**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIFFORD-WALD	PAPER	37.88
1 WAREHOUSE DIRECT	INK CARTRIDGE	76.21
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	32.99
	INVOICES TOTAL:	**147.08**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	TIRE REPAIRS	29.24
1 CERTIFIED BALANCE & SCALE CORP	LAB SUPPLIES	196.00
1 HAWKINS INC	PUMPS/SUPPLIES	1,380.84
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	1,023.33
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEES	150.00
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	352.95
	INVOICES TOTAL:	**3,132.36**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTAM CONSTRUCTION INC	IL RT 59/STEARNS ROAD PROJECT	6,843.00
	INVOICES TOTAL:	**6,843.00**

5190-SEWER CAPITAL PROJECTS EXP

582027-NEW DISC FILTER

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	DESIGN - WWTP IMPROVEMENTS	182,605.00
	INVOICES TOTAL:	**182,605.00**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	23.54
	INVOICES TOTAL:	**23.54**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	654.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.03

** Indicates pre-issue check.

	INVOICES TOTAL:	**707.75**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION REPAIRS	280.00
	INVOICES TOTAL:	**280.00**

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	1,701.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	841.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	883.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	1,883.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	1,740.00
	INVOICES TOTAL:	**7,048.00**

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 PATTI FOSS	DEPOSIT REFUND	100.00
**	1 HOPE KOCH	DEPOSIT REFUND	100.00
		INVOICES TOTAL:	**200.00**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	404.21
	INVOICES TOTAL:	**512.85**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	211.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	971.41
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	29.02
	INVOICES TOTAL:	**1,211.81**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING MATERIALS	38.61
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	93.18
	INVOICES TOTAL:	**131.79**

5510-GOLF MAINTENANCE EXPENSES

** Indicates pre-issue check.

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
	INVOICES TOTAL:	**100.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	323.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	9.68
	INVOICES TOTAL:	**333.50**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	772.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	160.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	170.00
	INVOICES TOTAL:	**1,102.00**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	128.77
	INVOICES TOTAL:	**128.77**

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	161.91
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.84
	INVOICES TOTAL:	**166.75**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING MATERIALS	38.61
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	93.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	27.06
	INVOICES TOTAL:	**158.86**

534320-PURCHASES - FOOD & BEVERAGE

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

** Indicates pre-issue check.

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
	INVOICES TOTAL:	**1,575.00**

5570-GOLF BANQUET EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	161.91
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.84
	INVOICES TOTAL:	**166.75**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	60.99
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING MATERIALS	38.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	392.77
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING MATERIALS	276.61
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	27.06
	INVOICES TOTAL:	**796.03**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	18.95
1 GRECO AND SONS INC	FOOD PURCHASE	275.16
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	104.46
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	756.21
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	725.97
	INVOICES TOTAL:	**1,880.75**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
	INVOICES TOTAL:	**1,575.00**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	363.58
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
	INVOICES TOTAL:	**618.58**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 CREEKSIDE PRINTING	APRIL/MAY BARTLETTER		2,785.00
		INVOICES TOTAL:	**2,785.00**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES		228.16
1 ATLAS BOILER & WELDING CO INC	PUMP MOTOR REPAIRS		1,843.93
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS		949.39
1 MIDWEST MECHANICAL	FILTER/CYLINDER REPLACEMENT		1,173.00
1 MIDWEST MECHANICAL	FLUE PIPE REPAIRS		700.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS		136.24
1 UNIFIRST CORPORATION	MATS		87.19
		INVOICES TOTAL:	**5,117.91**

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL		4,069.89
		INVOICES TOTAL:	**4,069.89**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		30.74
		INVOICES TOTAL:	**30.74**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	ENVELOPES		268.82
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE		132.22
1 WAREHOUSE DIRECT	SOFTSOAP HAND CLEANER		253.84
1 WAREHOUSE DIRECT	BATH TISSUE		411.95
1 WAREHOUSE DIRECT	PAPER TOWELS		49.86
1 WAREHOUSE DIRECT	DISINFECTANT WIPES		158.45
1 WAREHOUSE DIRECT	DISINFECTANT WIPES/STAPLE REMOVER		283.96
		INVOICES TOTAL:	**1,559.10**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 COBAN TECHNOLOGIES INC	MEMORY CARDS		194.00
1 ESRI INC	GIS TRAINING		1,400.00
		INVOICES TOTAL:	**1,594.00**

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 COBAN TECHNOLOGIES INC	SQUAD CAR VIDEO SYSTEM CABLES		114.78
1 GRANICUS	WEB SITE REDESIGN		3,790.00
		INVOICES TOTAL:	**3,904.78**

** Indicates pre-issue check.

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LTD	TESTING - G SELMANI	5,010.00
	INVOICES TOTAL:	**5,010.00**

GRAND TOTAL: **706,376.52**

GENERAL FUND	**387,117.94**
MOTOR FUEL TAX FUND	**3,482.17**
DEVELOPER DEPOSITS FUND	**5,000.00**
WATER FUND	**24,544.21**
SEWER FUND	**243,343.05**
PARKING FUND	**8,059.29**
GOLF FUND	**10,139.86**
CENTRAL SERVICES FUND	**19,680.00**
POLICE PENSION FUND	**5,010.00**
GRAND TOTAL	**706,376.52**

** Indicates pre-issue check.

Agenda Item Executive Summary

Item Name	Transition Plan to Reopen Businesses	Committee or Board	Village Board

BUDGET IMPACT			
Amount:	n/a	*Budgeted*	
List what fund			

EXECUTIVE SUMMARY

Mayor Wallace asked that the Village Board consider a resolution to be sent to our state legislators and Governor expressing Bartlett's position that state action is needed now, to allow municipalities to address the issues facing their constituents. To facilitate the discussion at the Committee of the Whole some possible areas to address are outlined in the attached memo.

The proposed resolution seeks the immediate ability for municipalities to craft a transition plan leading to the reopening of businesses in their communities. In the near term, the plan will balance sound public health practices with the need to resume strong, but safe levels of business activity.

The resolution would also urge further actions by the state which include restoring LGDF levels, expediting payments to municipalities and small businesses, and delaying loan payments due to state agencies.

ATTACHMENTS (PLEASE LIST)

Memo

Resolution

ACTION REQUESTED

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

I MOVE TO APPROVE RESOLUTION 2020-____-R, A RESOLUTION SEEKING IMMEDIATE AUTHORITY TO ESTABLISH A COMMUNITY SPECIFIC TRANSITION PLAN TO REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY

Staff:	Paula Schumacher, Village Administrator	Date:	May 1, 2020

Memorandum

TO: Kevin Wallace, Village President and Board of Trustees

FROM: Paula Schumacher, Village Administrator

DATE: April 28, 2020

SUBJECT: Resolution Discussion

Mayor Wallace asked that the Village Board consider a resolution to be sent to our state legislators and Governor expressing Bartlett's position that state action is needed now, in order to allow municipalities to address the issues facing their constituents. To facilitate the discussion at the Committee of the Whole, some possible areas to address are outlined below.

One part of the proposed resolution would ask the state to work with the municipalities to craft a transition plan leading to the reopening of businesses in Illinois. In the near term, the plan will balance sound public health practices with the need to resume strong, but safe levels of business activity.

Some examples include:

- Allow business, previously listed as non-essential (retail and professional services) to reopen utilizing the same social distancing procedures enacted for previously listed essential businesses. Employees and customers will be required to wear masks and businesses will have the flexibility to determine the limit of customers allowed in the store/business at one time.
- Allow restaurants to open for full on-site service with certain guidelines such as reservation only, limited seating for social distancing, continuation use of masks and gloves for employees, allow the flexibility to determine limits/restrictions for their location that provides for the safety of their employees and customers.
- Allow religious institutions and churches the flexibility to offer services provided members can follow social distancing regulations and limited attendance.
- Allow local park districts the flexibility to provide recreational programs and services that follow social distancing and sanitization of equipment or require the use of personal equipment only.
- Allow barbershops, hairdressers, and other personal services with certain guidelines such as services by appointment only; staff must wear masks during the duration of their service to the customer, service businesses must sanitize and change linens, gowns, etc., between each customer appointment.

A second part would recommend further actions by the State such as:

Restoring the Municipal Share of LGDF Revenues

Return of the local government share of total income tax collections to 10%. Prior to January 2011, 10% of total income tax collections were dedicated to local governments as Local Government Distributive Fund (LGDF) revenues. That percentage has since decreased to as low as 5.45% of individual income tax collections and 6.16% of corporate income tax collections. These revenues are critical for municipal services and the continued reductions will only exacerbate the financial problems many municipalities will face as a result of this crisis.

Delaying loan payments due to state agencies

Urge that Governor J.B. Pritzker issue an order providing for a six-month delay in loan payments due from municipalities to state agencies, such as the Illinois Environmental Protection Agency and the Office of the State Fire Marshal. Additionally, IML requests that revolving loan funds from the Illinois Department of Commerce & Economic Opportunity (DCEO) be made more accessible to local governments so they can provide loans to small businesses in their communities.

Ask that any federal aid received by the state designated for municipal governments be dispersed by the Governor's Office to all 1,298 cities, villages and towns on a per capita basis so that every community receives the financial help they need to weather the crisis. The Coronavirus Aid Relief and Economic Security (CARES) Act is designed to provide more than $2 trillion in aid in response to the pandemic. While the plan, under Title VI, Section 601, provides $150 billion to state and local governments to address spending shortages related to the pandemic, the legislation specifically includes in its definition of "unit of local government" a municipality or county with a population that exceeds 500,000. Left unaddressed are all other units of local government.

Expediting payments to municipalities and businesses

Direct State Comptroller Susana Mendoza that payments to municipalities pending in the Comptroller's Office be prioritized and expedited. Additionally, direct payments to small businesses and critical service providers will be expedited as well.

RESOLUTION 2020-__-R

A RESOLUTION SEEKING IMMEDIATE AUTHORITY TO ESTABLISH A COMMUNITY SPECIFIC TRANSITION PLAN TO REOPEN BUSINESSES AND RESUME CIVIC ACTIVITY

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

WHEREAS, state of Illinois Governor JP Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

WHEREAS, the Village of Bartlett and its officials and residents recognize that the Illinois Emergency Management Act, 2 ILCS 3305/1, *et seq.* (the "Act") authorizes the Governor of the State of Illinois to issue emergency disaster proclamations and confers upon the Governor certain enumerated emergency powers after a disaster has been proclaimed, that he or she may exercise for a period of not to exceed 30 days (20 ILCS 3305/7);

WHEREAS, on April 1, 2020 Governor J.B. Pritzker issued Executive Order No. 8 which *inter alia* ordered: (1) residents to stay at home or place of residence; (2) "non-essential" businesses and operations must "cease"; (3) certain activity is "prohibited" in any form, except for "essential activities" which include, among other things (a) "outdoor activity" so long as "social distancing" is adhered to; (b) essential travel, as well as (c) food, medical, day care and professional services; and (5) citizens must engage in "social distancing" which specifically requires citizens to maintain a six (6) foot social distance from others; (b) citizens must wash hands with soap "for at least twenty seconds" as frequently as possible, (c) must cover coughs or sneezes, and may not shake hands (the "Stay at Home Order"); and

WHEREAS, the Governor issued a second Proclamation continuing the same COVID-19 disaster and issued an Executive Order extending the Stay at Home Order until April 30, 2020; and

WHEREAS, on April 30, 2020, the Governor issued Executive Order No. 30 easing certain restrictions in the Stay at Home Order relating to such as golf, but increasing and adding certain restrictions such as mandating the use of masks or face coverings and extended the Stay at Home Order until May 30, 2020 (the "Amended Stay at Home Order"); and

WHEREAS, while it is undeniable that the Stay at Home Order has had a positive effect on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating financial impact on the businesses and residents in the State of Illinois and of the Village of Bartlett, and the extension of the Stay at Home Order through May 30, 2020 with the revisions set forth in the Amended Stay at Home order will cause further economic destruction and unlawful violations of residents' Constitutional rights; and

WHEREAS, the Village is continuing its efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions;

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 Village of Bartlett urges the Governor to immediately allow municipalities to address the needs of their residents and businesses directly and craft a community specific transition plan to reopen businesses and parts of civic life. Given that such a plan will balance sound public health practices with the need to resume strong, but safe levels of business and civic activity.

SECTION TWO: The Village of Bartlett urges the Governor to work with the Legislature and Illinois Department of Commerce and Economic Opportunity to develop workable precautions, operational restrictions and reasonable guidelines and controls for the opening of restaurants, bars and businesses.

SECTION THREE: The Village of Bartlett urges the Governor to procure proper authority from the legislature to extend the duration of a declared emergency, and the Governor's emergency powers under the Act; or otherwise to cease and desist from abusing his power by exceeding his authority by exercising emergency powers that no longer exist.

SECTION FOUR: The Village of Bartlett also urges the Governor to take further actions which include restoring LGDF levels, expediting payments to municipalities and small businesses, and delaying loan payments due to state agencies.

SECTION FIVE: In the event the Governor continues to exceed his authority and fails to lift or ease the restrictions in the Amended Stay at Home Order as urged in this Resolution, the Village Attorney is authorized to file suit for declaratory judgment and injunctive relief on behalf of the Village, and one or more residents of the Village in his or her individual capacity, and one or more Bartlett businesses.

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

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:
PASSED: May 5, 2020
APPROVED: May 5, 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-__-R, enacted on May 5, 2020, and approved on May 5, 2020, as the same appeared from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

POLICE DEPARTMENT MEMORANDUM

20-16

DATE: April 3, 2020

TO: Paula Schumacher, Village Administrator

FROM: Patrick B. Ullrich, Chief of Police

SUBJECT: National Police Week

Each year we recognize National Police Week and Police Officer Memorial Day. The Fraternal Order of Police and its Auxiliary host National Police Week in Washington, D. C. to honor the service and sacrifice of U.S. law enforcement officers. They also hold a National Peace Officers' Memorial Service at the U.S. Capitol annually on Police Officer Memorial Day, the 15th of May. Due to the COVID-19 pandemic, these public events have been cancelled. Instead, there will be a Virtual Candlelight Vigil on Wednesday, May 13, 2020 along with the reading of names of those fallen in 2019.

Attached is a proclamation for Board consideration. I request that this proclamation be considered at the May 5, 2020 Board Meeting. National Police Week runs from May 10 through May 16, 2020.

Additionally, I request that Village President Kevin Wallace authorize the flying of the flag at half-staff on Police Officer Memorial Day, May 15, 2020.

PBU/hma
attachment

PROCLAMATION
NATIONAL POLICE WEEK
MAY 10 – 16, 2020

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern, scientific, and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 10 through 16, as Police Week with A Virtual Candlelight Vigil on Wednesday, May 13th in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Friday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 5th day of May, 2020.

THE VILLAGE OF BARTLETT 1891 PROGRESS WITH PRIDE

_____

Kevin Wallace, Village President

NATIONAL
FRATERNAL ORDER OF POLICE ®

328 MASSACHUSETTS AVE., N.E.
WASHINGTON, DC 20002

PATRICK YOES
NATIONAL PRESIDENT

JIM PASCO
EXECUTIVE DIRECTOR

FOR IMMEDIATE RELEASE
18 MARCH 2020

CONTACT: TIM RICHARDSON
(202) 547-8189

STATEMENT OF NATIONAL PRESIDENT PATRICK YOES ON THE 2020 NATIONAL PEACE OFFICERS' MEMORIAL SERVICE

It is with great regret that, for the first time in the event's history, the Fraternal Order of Police and its Auxiliary will be unable to host the 39th Annual National Peace Officers' Memorial Service in Washington, D.C. due to the COVID-19 pandemic. This decision was a difficult one, but we believe it is the right one.

We are consulting with the Concerns of Police Survivors (COPS) and other stakeholder groups to develop a fitting tribute to honor the families of the fallen for the 2019 calendar year and will determine the best path forward after this crisis subsides.

The National FOP and the Memorial Committee will undertake an effort to have a meaningful and respectful media tribute to our fallen heroes on May 15th, National Peace Officers' Memorial Day.

I am saddened that we cannot come together this year to grieve with our survivor families and draw strength from one another on the grounds of the U.S. Capitol, but given the national crisis we must, as we always have, put the safety of the public first.

When our nation recovers from this pandemic, we are committed to working with the various stakeholders to determine how to best provide families and colleagues who have lost their loved ones in the line of duty the opportunity to honor the sacrifices made by our fallen heroes in the way we have done over the last 39 years.

VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 2020 AS BIKE MONTH

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the Village of Bartlett's Bike and Run Advisory Committee promotes safe bike and pedestrian activities on the Village's bike path system; and

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.bikesafetyquiz.com; and

WHEREAS, The Village of Bartlett, the Bartlett Park District and the DuPage County Forest Preserve and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2020 as Bike Month in Bartlett.

Dated this 5th day of May, 2020

_____
Kevin Wallace, Village President

Agenda Item Executive Summary

Item Name	Site E Sale and Purchase Agreement	Committee or Board	Board

BUDGET IMPACT			
Amount:	n/a	*Budgeted*	n/a
List what fund			

EXECUTIVE SUMMARY

In the Village Board's continuing efforts to implement the Downtown TOD Plan and sell Village-owned property known as Site E, a 1.87-acre parcel at the southwest corner of Railroad Avenue and Berteau, it has provided direction to staff in its ongoing negotiations with developer Manny Rafidia. His intention is to build a five-story modern high-end apartment building with one hundred and four (104) units.

Before the Board for consideration is a sale agreement. As noted in the previous discussions with the Village Board, a higher standard, beyond a simple majority is needed to approve this sales agreement.

The Real Estate Sale and Purchase Agreement includes a sale price of $400,000, less a credit toward the Buyer's cost to remove excess soils from the site and to remove and relocate certain underground utilities on the property resulting in a net purchase price/sale price of $350,000. The sale is contingent upon the approval of the Development Agreement attached to the contract (Exhibit 2) that includes post-closing incentives and development restrictions on both parties.

As the site is within the Village of Bartlett Downtown Overlay Zoning District, it is subject to the Building Façade Design requirements, building material restrictions and prohibited building façade material and quality provisions.

Timing of this project was also a concern raised by the Village Board. The contract grants the Village a right of first refusal to purchase the property back from the developer for $350,000 in the event the construction of the project has not commenced within one year from the date of closing, or if commenced is not being diligently pursued.

Prevailing Wages are not legally required for this Project, but because of the Village's concessions on donations and Village fees, can be negotiated at least in part. On this issue Rafidia has met the Village part way, and the other contract terms like mandating greater involvement by experienced apartment developer Pontarelli American Construction Enterprises, Chtd. is designed to ensure a high-quality apartment project.

The impact of a new 104-unit apartment building along Railroad Avenue would be significant from an economic standpoint. The selling price of $300,000 and fees of approximately $676,000 would total **$976,000** and would be the starting point of a project that should boost the downtown business district for years to come.

Between the property taxes paid and the anticipated increase in sales generated by the new residents, the Village could expect to gain **$70,000 to $80,000** in additional revenues on an annual basis once the building is at full capacity.

As an incentive to the developer, the Village will agree to waive $145,302.48 in general municipal donations and waive $28,800 in police donations. Under this incentive, the developer will pay the balance of donations due the Village for police in the amount of $38,888.54, plus full donations for all other taxing districts in the amount of $476,906.72, for Total Net Donations to be paid in the amount of $515,315.32.

The municipal fees for the apartment development would be capped at $164,234.00. This amounts to a reduction in permit and sprinkler alarm fees of $33,345.00. Fees for water, sewer and erosion control are to be paid in full.

ATTACHMENTS (PLEASE LIST)

The ordinance authorizing the sale, the sale and purchase agreement and the development agreement are all attached for your review.

ACTION REQUESTED

- ❑ For Discussion Only
- ❑ Resolution
- X Ordinance
- ❑ Motion

I move to approve an ordinance authorizing the sale of real estate owned by the Village of Bartlett which is no longer necessary, appropriate, required for the use of, profitable to the village, or for the best interest of the village, and approving a real estate purchase and sale agreement between the Village of Bartlett and MMAJ, LLC, and a development agreement for the property located at the southwest corner of E. Railroad Ave. & S. Berteau Ave., Bartlett, Illinois

Staff: Paula Schumacher,Village Administrator Date: April 27, 2020

Memorandum

TO: Kevin Wallace, Village President and Board of Trustees

FROM: Paula Schumacher, Village Administrator

DATE: April 23, 2020

SUBJECT: Site E

BACKGROUND:

In the Village Board's continuing efforts to implement the Downtown TOD Plan and sell Village-owned property known as Site E, a 1.87-acre parcel at the southwest corner of Railroad Avenue and Berteau, it has provided direction to staff in its ongoing negotiations with developer Manny Rafidia who recently acquired and improved the former Bartlett Plaza shopping center to Streets of Bartlett.

His intention is to build a five-story modern high-end apartment building with one hundred and four (104) units.

His consultant for the project is Michael Pontarelli of Palatine-based Pontarelli Construction, one of the largest developers and builders of apartment and condominium buildings in the Chicago metropolitan area.

PREVIOUS NEGOTIATIONS:

Staff presented Mr. Rafidia's initial offer for Site E this past November, at which time the Village Board rejected the offer as too low.

Following those communications, the Village Board instructed staff to counter-offer with a selling price of $400,000, which Mr. Rafidia verbally agreed to provided that the Village's development-related fees remain the same for a five-story 104-unit building as they would be for a four-story 80-unit building.

Following Mr. Rafidia's acceptance of the offer, he began hiring experts to perform due diligence of the site including analyzing the soil and location of utilities. It was determined that there would have to be a significant amount of soil removed from the site as well as vacation and/or relocation of utilities to service the proposed building.

MARCH 2020 UPDATE:

Upon the Village obtaining and providing an ALTA survey for Mr. Rafidia's consultant as well as further analysis of the soils present on the site, Mr. Rafidia asked the Village to incur some or all of the expenses related to bringing the site to shovel-ready condition.

Following several meetings with staff, Village Attorney Mraz, Mr. Rafidia and his attorney, Jay Goldberg, we presented Mr. Rafidia with an offer of a credit in the amount of $50,000 to help offset the additional costs of removing excess soil from the property and to remove and relocate any existing underground utilities that lay under the property in blanket utility easements recorded against the property and to reserve, relocate and/or grant certain utility easements at no further cost to the Village.

ACTION FOR CONSIDERATION:

Before the Board for consideration is a sale agreement. As noted in the previous discussions with the Village Board, a higher standard, beyond a simple majority is needed to approve this sales agreement.

The Real Estate Sale and Purchase Agreement includes a sale price of $400,000, less a credit toward the Buyer's cost to remove excess soils from the site and to remove and relocate certain underground utilities on the property resulting in a net purchase price/sale price of $350,000.

The sale is contingent upon the approval of the Development Agreement attached to the contract (Exhibit 2) that includes post-closing incentives and development restrictions on both parties.

Based on the proposed breakdown of studio, 1BR and 2BR apartments, would generate $689,417.80 in municipal donations under the current Bartlett Donation Ordinance, which includes $147,302 in general donations due the Village and $67,688.54 in police donations.

As an incentive to the developer, the Village will agree to waive $145, 302.48 in general municipal donations and waive $28,800 in police donations. Under this incentive, the developer will pay the balance of donations due the Village for police in the amount of $38,888.54, plus full donations for all other taxing districts in the amount of $476,906.72, for Total Net Donations to be paid in the amount of $515,315.32.

The municipal fees for the apartment development would be capped at $164,234.00. This amounts to a reduction in permit and sprinkler alarm fees of $33,345.00. Fees for water, sewer and erosion control are to be paid in full.

The developer's consultant for the project is Michael Pontarelli of Palatine-based Pontarelli Construction, one of the largest developers and builders of apartment and condominium buildings in the Chicago metropolitan area. The Village Board raised concerns about the formality of the consulting arrangement and the developer has complied by including the construction management services agreement as an attachment within our development agreement.

Trustee Hopkins stated that he would like to see the developer pay Prevailing Wages on this Project. Prevailing Wages are generally set by the State and are at comparable union wages for the various trades. By law public construction contracts cannot mandate that only union contractors be used on a public project, but when Prevailing Wages are mandated, it is often tantamount to the same thing and you end up with union contractors and union wages paid to employees and subcontractors. Manny Rafidia advised that he could not agree to pay Prevailing Wages or enter union contracts for all trade work, but his attorney listed a number of trades on a preliminary list of subcontractors attached to the Development Agreement as Exhibit C that will be "union shops", and others that will not be union, as he advised the Project would no longer be economically feasible to hire all union trade contractors and subcontractors, or pay them all Prevailing Wages equivalent to union wages. Prevailing Wages are not legally required for this Project, but because of the Village's concessions on donations and Village fees, can be negotiated at least in part. The argument for Prevailing Wages, thereby mandating union trades and subcontractors indirectly, is that union contractors are often better trained, and you end up with better overall quality of construction, although not everyone would agree with that, or that it applies to all trades. On this issue Rafidia has met the Village part way, and the other contract terms like mandating greater involvement by experienced apartment developer Pontarelli American Construction Enterprises, Chtd. is designed to ensure a high quality apartment project

As the site is within the Village of Bartlett Downtown Overlay Zoning District, it is subject to the Building Façade Design requirements, building material restrictions and prohibited building façade material and quality provisions.

Timing of this project was also a concern raised by the Village Board. The contract grants the Village a right of first refusal to purchase the property back from the developer for $350,000 in the event the construction of the project has not commenced within one year from the date of closing, or if commenced is not being diligently pursued.

ECONOMIC IMPACT ANALYSIS:

The Residences at Bartlett Station would be the first apartment community to be constructed in Bartlett in over forty years. The Village's downtown area has not had any residential development since Bartlett Town Center was built in the early 2000's.

The impact of a new 104-unit apartment building along Railroad Avenue would be significant from an economic standpoint. The selling price of $300,000 and fees of approximately $676,000 would total **$976,000** and would be the starting point of a project that should boost the downtown business district for years to come.

As now proposed, the Residences at Bartlett Station will consist of 104 new construction apartments configured within a five-story building including approximately 50 underground parking spaces. Within the building, nine different floor plan designs are currently contemplated extending in size from fourteen (14) efficiency units in the 515 to 600 SF range to forty-two (42) two-bedroom units ranging in size from 1,155 to 1,220 SF. The forty-eight (48) one-bedroom units would be 740 SF.

Construction Cost

The initial investment by Mr. Rafidia would be at least $12 million and would require months of construction. This is an easily measured metric and the impact would be a one-time boost in terms of dollars and construction jobs. The financial contribution of ongoing operations and resident spending would prove more meaningful on a long-term basis and round out the contributors of revenue and jobs for the Village's economy.

Property Taxes

Similarly-sized apartment buildings within Cook County typically pay $3,000 and up per apartment unit, sometimes considerably more for newer buildings or depending on the finishes for the units. From our discussions with Mr. Rafidia, this would be a building with brick and stone as materials, architectural features along the roof line, and some units would have both balconies and underground parking.

Staff is estimating the property taxes to be approximately $4,000 per unit, or $416,000 for the entire building once fully assessed. The property tax bill would fluctuate over the years, generally rising upon the triennial Cook County reassessment cycle.

The Village's portion of a property tax bill is around 10%, thus the Village would collect approximately $42,000 per year in property tax revenues, with the remaining $374,000 distributed among the other local taxing districts.

Number of Residents

Per Associated Municipal Consultants, the estimate for number of residents is 1.294 for efficiency units, 1.758 for one-bedroom units and 1.914 for two-bedroom units.

By this measure, a 100-unit building broken down as proposed would result in the following occupancy:

Number	Unit Type	Per Unit	Total
14	Efficiency/Studio	1.294	18.12
48	One Bedroom	1.758	84.38
42	Two Bedroom	1.914	80.39
100			**183**

Although over twenty years old, most municipal governments continue to use the Estimated Number of Students per dwelling unit calculations from the Illinois School Consulting Service and Associated Municipal Consultants while considering the impact on local school districts.

Table of Estimated Ultimate Population Per Dwelling Unit

Type of Unit	Pre-School	Elementary	Junior High	Total K-8	High School	Adults	Total Per Dwelling Unit
Detached Single Family							
2 bedroom	.113	.136	.048	0.184	.02	1.7	2.017
3 bedroom	.292	.369	.173	0.542	.184	1.881	2.899
4 bedroom	.418	.530	.298	0.828	.36	2.158	3.764
5 bedroom	.283	.345	.248	0.593	.3	2.594	3.77
Attached Single Family (townhouse, rowhouse, etc.)							
1 bedroom	0	0	0	0	0	1.193	1.193
2 bedroom	.064	.088	.048	0.136	.038	1.752	1.99
3 bedroom	.212	.234	.058	0.292	.059	1.829	2.392
4 bedroom	.323	.322	.154	0.476	.173	2.173	3.145
Apartments							
Efficiency	0	0	0	0	0	1.294	1.294
1 bedroom	0	.002	.001	0.003	.001	1.754	1.758
2 bedroom	.047	.086	.042	0.128	.046	1.693	1.914
3 bedroom	.052	.234	.123	0.357	.118	2.526	3.053

Source: Illinois School Consulting Service/Associated Municipal Consultants, Inc. (1996)

Per the above table, approximately 8 school-aged children, kindergarten through high school, may live in the proposed building should the mix of apartment units remain as-is.

Number	Unit Type	Total K-HS	Total
14	Efficiency/Studio	0	0
48	One Bedroom	.004	.019 N/A
42	Two Bedroom	.174	7.3
104			**8**

Local Spending

After the initial financial boost of property purchase price and fees and the ongoing collection of property tax payments, the most significant financial consideration is the ongoing local spending and economic activity generated by the 150 to 200 tenants who will reside in this building.

Because the developer's pro-forma skews toward the highest range of rent in the Village, the household income of the tenants will likely reflect that. Apartment feasibility studies conducted for other similar projects in nearby communities with rents ranging from $900 for the smallest studio unit to $2,100 monthly for the larger two-bedroom units, that the prime renter age group of 25 to 34 years of age would have a median income in the $64,000 range, the 35 to 44 age group at $82,800 and the 45 to 54 age group of $93,000*.

While the Village has a variety of stores, service providers and shopping opportunities for residents, not all purchases can be expected to be local. Shoppers will typically purchase products close to where they work, on the way home, or may prefer to frequent certain specialty stores or brand name stores. Many will purchase items on Amazon and other ecommerce sites; however, we anticipate the residents to generate new sales tax revenues in the $30,000 to $40,000 range once the building attains full occupancy.

With approximately $8 million in combined household income, twenty percent of local spending amounts to an additional $1.6 million, which would result in an extra $32,000 in annual revenues to the Village now that there is a Home Rule sales tax. This does not consider inflation or increases in resident household incomes.

Since the largest sales tax generating category in the Cook County portion of the Village is Drinking and Eating places at around one-third, and the Cook County portion of the Village as a whole generates roughly one-third of the total sales taxes in the Village (per the Illinois Department of Revenue), the additional 150 to 200 residents could provide a boost to those businesses in particular which would, in turn, improve business retention in the downtown area.

Between the property taxes paid and the anticipated increase in sales generated by the new residents, the Village could expect to gain **$70,000 to $80,000** in additional revenues on an annual basis once the building is at full capacity.

The ordinance authorizing the sale, the sale and purchase agreement and the development agreement are all attached for your review.

ORDINANCE 2020 - _____

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO THE VILLAGE, OR FOR THE BEST INTEREST OF THE VILLAGE, AND APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC, AND A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF E. RAILROAD AVE. & S. BERTEAU AVE., BARTLETT, ILLINOIS

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) grants villages the authority to convey real estate which it owns when in the opinion of the corporate authorities the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the village, and when an ordinance granting such power of sale is passed by three-fourths (3/4) of the corporate authorities of the village then holding office at a regular meeting; and

WHEREAS, the Village of Bartlett, an Illinois home rule municipal corporation of Cook, DuPage and Kane Counties, Illinois, is the owner in fee simple of the 1.872 +/- acre of vacant property located at the Southwest corner of E. Railroad Avenue and Berteau Avenue, Bartlett, Illinois, legally described as follows:

PARCEL 1: LOTS 11, 12, 13 AND 14 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 OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2003 AS DOCUMENT NO. 0328210201, IN COOK COUNTY, ILLINOIS;

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069,

PINS: 06-35-315-065, 06-35-315-066, 06-35-315-067 and 06-35-315-068

(hereinafter referred to as the "Property"); and

WHEREAS, the Village desires to incentivize development of the Property for a use that will attract people to the Village's downtown area and benefit other Bartlett businesses; and

WHEREAS, MMAJ, LLC (the "Developer") desires to develop and build 104 residential apartments on the Property in a new 5 story apartment building with underground and outdoor parking to be developed and built upon the Property ("Buyer's Intended Use of the Property") pursuant to the terms of the Real Estate Sale and Purchase Agreement (the "Contract") which is attached hereto as Exhibit 1; and

WHEREAS, the Real Estate Sale and Purchase Agreement includes a sale price of $400,000, less a credit toward the Buyer's cost to remove excess soils from the Property and to remove and relocate certain underground utilities on the Property that will underly the proposed improvements to the Property for a net purchase price/sale price of $350,000, and is contingent upon, among other things, zoning approval and other approvals from the Village and other governmental approvals for Buyer's Intended Use of the Property, and is subject to the approval of the Development Agreement attached to the Contract and attached hereto as Exhibit 2 that includes post-closing incentives and development restrictions on both parties that induced the parties to enter and approve of the Contract;

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: The Village President and the Bartlett Board of Trustees (the "Corporate Authorities") hereby find and determine that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village of Bartlett.

SECTION TWO: The Real Estate Sale and Purchase Agreement between the Village of Bartlett ("Seller") and MMAJ, LLC (the "Buyer"), and Manny Rafidia individually as a limited guarantor, dated as of March 17, 2020 (the "Contract") which is attached hereto as Exhibit A, and is expressly incorporated herein, and the Development Agreement expressly made a part of the Contract and attached thereto as Exhibit 1, and is attached hereto as Exhibit B, are hereby approved, and upon passage and approval of this Ordinance by three-fourths (3/4) of the Corporate Authorities of the Village, the Village of Bartlett shall have the power and authority to sell and convey the Property to the Buyer (or the New Ownership LLC as defined in the Contract) upon the terms set forth in the Contract and the Development Agreement. Notwithstanding the approval of the Contract and the Development Agreement however, nothing contained herein shall be construed in any manner as granting any form of express or tacit zoning or other Village approvals, as the Contract is and remains contingent upon such Zoning Approvals, Other Governmental Approvals, and Other Village Approvals, or the waiver thereof, as provided in the Contract.

SECTION THREE: Upon satisfaction of (1) zoning for the Buyer's Intended Use of the Property as evidenced by a duly adopted zoning relief ordinance(s) of the Village granting zoning approval and approving of the Buyer's proposed final site plan and the granting of such special use(s), variation(s), rezoning, subdivision or lot consolidation, platting or re-platting of the Property, approval of the Buyer's final development site plans, including amendment of the Bartlett Town Center Planned Unit Development and/or PUD plans applicable to the Property and previously approved by Bartlett Ordinance 2003-13 and/or Bartlett Ordinance 2005-124, and a variation from the four story height limit in the Downtown Overlay District (collectively, the "Zoning Approvals") as may be petitioned for by the Buyer; and (2) the grant, issuance, satisfaction or waiver by the Buyer of all Other Governmental Approvals (as defined in the Contract);

(3) the grant, issuance, satisfaction or waiver by the Buyer of the Other Village Approvals (as defined in the Contract); and (4) the satisfaction or waiver of all other terms and conditions of the Contract as determined by the Village Attorney; the Village President and the Village Clerk are hereby and then authorized and directed, without further action of the Corporate Authorities, to execute a warranty deed to convey the Property to the said Buyer thereof or the New Ownership LLC as provided in the Contract; and the Village Attorney is hereby and then authorized to execute on behalf of the Village such affidavits of title, ALTA statements, declarations of value, HUD-1 settlement statements, closing statements, escrow instructions and other customary documents necessary to consummate the sale of the Property.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

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 - _____ on _____, 2020, and approved on _____, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

REAL ESTATE SALE AND PURCHASE AGREEMENT FOR THE 1.872+/- ACRE VACANT PARCEL LOCATED AT THE SOUTHWEST CORNER OF E. RAILROAD AVE. & S. BERTEAU AVE., BARTLETT, ILLINOIS

THIS REAL ESTATE SALE AND PURCHASE AGREEMENT dated as of May 5, 2020 by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (hereinafter alternatively referred to as Seller" or the "Village") and MMAJ, LLC, an Illinois limited liability company (hereinafter referred to as "Buyer"). Buyer will be the developer of the Project (hereinafter defined) and will enter a contract to be the general contractor with a new limited liability company of which Manny Rafidia will be the managing member formed for the purpose of taking title to the Property (the "New Ownership LLC").

1. Offer to Purchase. Buyer hereby offers to purchase the 81,562 SQ FT (1.872 acre) vacant parcel of property depicted on the ALTA/NSPS Land title Survey by Charles W. Bartosz of V3 Companies, Ltd (the "ALTA Survey") dated November 4, 2019, PINS: 06-35-315-065, 06-35-315-066, 06-35-315-067 and 06-35-315-068, legally described as:

PARCEL 1: LOTS 11, 12, 13 AND 14 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 OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2003 AS DOCUMENT NO. 0328210201, IN COOK COUNTY, ILLINOIS;

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY FOR INGRESS, EGRESS USE AND ENJOYMENT AS CREATED BY AND SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS AND MAINTENANCE AGREEMENT FOR BARTLETT TOWN CENTER RECORDED AS DOCUMENT NUMBER 0431427069,

together with improvements thereon or thereunder (hereinafter, the "Property"). The Property contains excess soils stock piled on the Property by the former developer of the Bartlett Town Center development (the "Excess Soils") and contains underground utilities, including underground water mains or water service lines, sanitary sewer mains or sanitary sewer service lines, gas lines, and electric service lines which the Seller believes are located in easements as shown on the Survey or are in blanket utility easements over the Property (collectively, the "Existing Utility Mains and Service Lines") that will need to be removed from the Property or relocated on the Property in newly created easements to be small in size and which will not underlie the Buyer's Apartment Building (hereinafter defined) at the Buyer's expense, a portion of which is the subject of the Utility & Excess Soil Removal Credit (hereinafter defined).

2. Purchase Price. The purchase price for the Property shall be Four Hundred Thousand Dollars ($400,000.00) (the "Purchase Price"). The Buyer shall deposit with Chicago Title & Trust Company ("CTT" or the "Title Company") the sum of $5,000.00 (the "Earnest Money") to be held in a non-interest bearing account pursuant to CTT's standard form of strict joint order escrow instructions, within five (5) business days after the Execution Date and delivery to Buyer of a final copy of this Agreement signed by Seller. Seller shall

also provide Buyer with a credit in the amount of $50,000.00 as the Village's full contribution toward the Buyer's additional costs (i) to remove excess soils from the Property; and (ii) to remove and relocate any existing underground utilities that lay under the Property in blanket utility easements and/or as shown on the Survey, to a new location under the Property which does not interfere with the Buyer's intended use of the Property (the "Utility & Excess Soil Removal Credit"). The parties shall cooperate with each other to vacate, abrogate, or amend to reduce in size certain blanket utility easements recorded against the Property, and to reserve, relocate and/or grant certain utility easements at new locations under the Property consistent with Buyer's Intended Use of the Property at no additional cost to the Village. After deducting the $50,000 Utility & Excess Soils Removal Credit from the Purchase Price, the Buyer's effective net purchase price for the Property shall be $350,000.00.

3. Title Commitment. Seller shall order and provide to Buyer a current ALTA form B title commitment (the "Title Commitment") for an owner's title insurance policy issued by Chicago Title Insurance Company ("CTI" or the "Title Insurer") to be in the amount of the Purchase Price covering title to the Property. Seller shall direct CTI to also deliver a copy of the Title Commitment to the Buyer within thirty (30) days of the Effective Date of this Agreement. Prior to the Approval Date, Buyer will notify the Seller in writing (the "Title Exception Notice") as to those exceptions listed in the title commitment which it will accept (the "Permitted Exceptions"). Seller shall have the right, but not the obligation, until the sooner of (x) the Closing Date, or (y) the date which is thirty (30) days after the Seller receives the Exception Notice (the "Title Clearance Date") to have all title exceptions other than the Permitted Exceptions (collectively, the "Unpermitted Exceptions") removed from the Title Commitment or have CTI commit to insure at Seller's expense and in form reasonable to Buyer, against any loss or damage that may be occasioned by any such Unpermitted Exception. If the Seller fails prior to the expiration of the Inspection Period to demonstrate to Buyer (i) that the Unpermitted Exceptions have been removed; (ii) that Seller has obtained a commitment for title indemnification or title insurance in a form acceptable to Buyer over such Unpermitted Exceptions; or (iii) the Unpermitted Exceptions have been addressed to the Buyer's reasonable satisfaction by the Easement Relocation Document (hereinafter defined), the Buyer shall have the option (the "Title Election") to either (1) terminate this Agreement, in which case the parties shall have no further obligations except for Buyer's Indemnification & Insurance Obligations (hereinafter defined), and Buyer shall receive the return of the Earnest Money; or (2) proceed with Closing, in which case the Purchase Price shall be reduced by an amount equal to the aggregate amount of all tax judgments, mortgages, mechanics or other liens (except those lien(s) attributable to the Buyer or Buyer's Agents) of a definite and ascertainable amount.

4. Survey. Seller has obtained, paid for and furnished to the Buyer a current ALTA/NSPS Land Title Survey of the Property prepared by Charles W. Bartosz, a licensed Illinois professional land survey employed by V3 Companies, Ltd. dated November 4, 2019, made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established by ALTA and NSPS and includes items 2, 3, 4, 8, 9 and 11 of Table A thereof (the "Survey"). Prior to the Approval Date, Buyer shall notify Seller in writing as to those matters on the Survey which Buyer will not accept (the "Survey Defects"), Seller shall have the right, but not the obligation, until the sooner of (x) the Closing Date, or (y) the date which is thirty (30) days after the date the Seller receives notice of the Survey Defects (the "Survey Clearance Date") to have the Survey Defects removed from the Survey or to have CTI commit to insure, at Seller's expense and in form acceptable to Buyer, against

any and all loss or damage that may be occasioned by any such Survey Defect. If Seller fails on or before the Survey Clearance Date to demonstrate to Buyer that the Survey Defects have been removed or the Seller has obtained a commitment for title indemnification or title insurance in form acceptable to Buyer, then in either case, Buyer shall, as its sole remedy, have the option (the "Survey Election") to either terminate this Agreement except for Buyer's Indemnification and Insurance Obligations, in which case the Earnest Money shall be returned to the Buyer and the parties hereto shall have no further obligations hereunder except for those arising out of the Buyer's Indemnification and Insurance Obligations, or proceed to Closing in which case Buyer shall be deemed to have waived any objection to such Survey Defects.

5. Easement Relocation Undertaking. Notwithstanding the Title Clearance Date and the Survey Clearance Date, the parties acknowledge and agree that until the Buyer has caused a licensed professional engineer hired by it to prepare and submit preliminary and final engineering plans as defined in and in compliance with the requirement therefor as set forth in the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") for the development of the Property for Buyer's Intended Uses, that the Buyer does not yet know which or what portion of the existing underground utilities need to be removed and blanket or existing easements vacated by a plat of abrogation or a plat of vacation, and what portion of the Existing Utility Mains and Service Lines will remain in place or where new utilities necessary to serve the development need to be installed and new utility easements granted for any relocated easement in (i) a plat of consolidation; (ii) a separate plat of easements; or (iii) a grant of easement in lieu of the blanket or existing utility easements depicted on the Survey (collectively, the "Easement Relocation Documents"). The parties mutually agree to cooperate with each other to review and complete the Easement Relocation Documents and to amend from the list of Unpermitted Exceptions noted in the Title Exception Notice and/or Survey Defects noted in the Survey Defect Notice, easements being replaced, relocated or reduced in size with new or relocated easements, and to add the same to the list of Permitted Exceptions (the "Easement Relocation Undertaking").

6. Studies and Documents. Seller shall deliver any engineering studies, plans, tests, surveys, permits, commitments or title policies (collectively, "Plans") in Seller's possession to Buyer within five (5) days of execution of the Contract by Buyer and Seller. Buyer acknowledges that Seller has furnished it with (i) the Survey; (ii) a title commitment issued by Chicago Title Insurance Company ("CTI") for another transaction on the Property that fell through (the "Prior Title Commitment"); (iii) a report of soils exploration prepared by EMB Consulting Services, Inc., a geotechnical affiliate of Testing Service Corporation prepared for the purchaser under another transaction for the Property that fell through (the "Prior Soils Report Performed for Others"); (iv) a Phase 1 Environmental Assessment prepared by Deigan & Associates, LLC dated September 14, 2018 (the "Deigan Phase I"); (v) a copy of Village of Bartlett Ordinance 2003-123 entitled "An Ordinance Approving Planned Development, Zoning, Granting a Special Use Permit for the Downtown Center Planned Unit Development, and Approval of the Downtown Center Retail and Residential Site Plans"; and (v) a copy of Bartlett Ordinance 2005-125-R entitled "An Ordinance Approving an Amendment to the Town Center Planned Unit Development".

7. Inspection Period. Buyer shall have the right, for a period of sixty (60) days immediately following the Effective Date (the "Inspection Period"), to satisfy the following:

(a) determine whether the results of reports from engineers, geologists, hydrologists or any other professionals selected by Buyer, are acceptable to Buyer;

(b) determine that utilities will be available to the Property as necessary for Buyer's proposed development;

(c) complete any additional environmental investigation of the Property desired by Buyer; and

(d) complete any additional soils and geotechnical testing and reports for the Property desired by Buyer based on Buyer's Intended Use of the Property (hereinafter defined);

collectively (a), (b), and (c) are referred to herein as the "Inspection Work".

Prior to the end of the Inspection Period, Buyer shall provide written notice to Seller either indicating Buyer's satisfaction with and/or waiver of any of the above contingencies, or shall notify Seller of Buyer's inability to satisfy such contingencies, in which latter case the Contract shall expire and terminate, except for Buyer's Indemnification Against Liens Obligation (hereinafter defined) and Buyer's Initial Earnest Money shall be returned to Buyer, subject to Buyer's Indemnification Against Liens Obligation (hereinafter defined) and Buyer's Insurance Obligations (hereinafter defined), each of which shall survive the termination of the Contract and which are sometimes collectively referred to herein as the "Buyer's Indemnification and Insurance Obligations".

8. Upon the expiration or waiver of the Inspection Period, Buyer shall deposit an additional Five Thousand Dollars ($5,000) (the "Incremental Earnest Money") with the Escrow Agent, which shall be refundable (subject to the terms herein) and applicable to the Purchase Price at Closing.

9. Feasibility & Approval Period Contingency and Extension Option. Buyer's obligation to purchase the Property hereunder is contingent upon obtainment by Buyer to Buyer's satisfaction during the period ending one hundred twenty (120) days following the expiration of the Inspection Period (hereinafter the "Feasibility Approval Period") of: (A) obtaining all zoning approvals, including site plan approval and the grant of such special permit(s), variations(s), rezoning and/or subdivision or lot consolidation, platting or re-platting of the Property; approval of the Buyer's final development/site plans including amendment of the Bartlett Town Center Planned Unit Development and/or PUD Plans applicable to the Property and previously approved by Village of Bartlett Ordinance 2003-13 and/or Ordinance 2015-124 and a variation or other zoning relief from the four story height limit in the Downtown Overlay District (hereinafter the "Zoning Approvals") necessary for Buyer to develop the Property for Buyer's intended use as a five story 104 unit upscale residential apartment building to be constructed upon the Property by the Buyer after the closing of this transaction (the "Buyer's Intended Use of the Property") but which Zoning Approvals the parties acknowledge shall be subject to terms and conditions set forth in the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") including without limitation, the requirement that the New Ownership LLC and MMAJ, LLC as the developer of the Property shall enter a Public Improvements Completion Agreement in form as set forth in the Subdivision Ordinance, and that they or one of them shall deposit security in the form of either a letter of

credit, a performance bond and a payment bond co-signed by a surety, or a cash bond to guaranty the public improvements for the Project will be timely completed and will be full paid for in full; (B) obtaining all other local, County, State, or Federal agency permits, licenses or certifications necessary for Buyer's Intended Use of the Property as Buyer deems adequate, in the exercise of Buyer's exclusive discretion and business judgment (hereinafter, "Other Governmental Approvals"); (C) obtaining the valid and irrevocable grant, on terms and conditions satisfactory to Buyer, of all permits, licenses and approvals that are necessary for the Buyer to develop the Property for the Buyer's Intended Use of the Property, including without limitation, signs, permits, curb cuts, driveways, ingress and egress to public thoroughfares, landscaping plan approval, all final engineering plan approval, including all storm water detention, approval of all environmental controls and issuance of a building permit (hereinafter the "Other Village Approvals"). Seller agrees that if Buyer during the Feasibility Approval Period is unable to obtain all Zoning Approvals, Other Governmental Approvals, and Other Village Approvals prior to the expiration of the Feasibility Approval Period, Buyer shall have the option to extend the Feasibility Approval Period for up to two (2) additional thirty (30) day extension periods each (hereinafter referred to singly as an "Extension Period" or collectively as the "Extension Periods"); provided that prior to the end of the Feasibility Approval Period, Buyer shall provide written notice to Seller either indicating Buyer's satisfaction with and/or waiver of any of the above contingencies or shall notify Seller of Buyer's inability to satisfy such contingencies or desire to terminate the Contract, in which latter case the Contract shall expire and the Earnest Money shall be returned to Buyer, subject to Buyer's Indemnification Against Liens Obligation and Buyer's Insurance Obligation, each of which shall survive the termination of the Contract. Buyer shall have the right to extend the Feasibility Approval Period for two (2) additional 30-day periods by depositing the sum of $2,000 as additional non-refundable and non-applicable to the Purchase Price Earnest Money for each such extension. For the first 30-day extension (the "First Extension Period") $1,000 (the "First Extension Payment") will be deposited in the earnest money escrow, and for the second 30-day extension (the "Second Extension Period") $1,000 (the "Second Extension Payment") will be deposited in the earnest money escrow held by the Title Company. Upon expiration of the Feasibility Approval Period, and in the event the Contract is not terminated prior to the expiration of the Feasibility Approval Period, the Initial Earnest Money ($5,000) and the Incremental Earnest Money ($5,000), totaling $10,000, shall become non-refundable but shall be applicable to the Purchase Price. Any extension payments shall not be applicable to the Purchase Price.

10. Buyer shall defend, indemnify and hold the Seller harmless from and against any suit, damage, injury, claim or expense (i) alleging any personal injury to any person or damage to property alleged to have occurred in connection with or arising out of any such tests, inspections, investigations, or audits with respect to the Property performed for the Buyer, including those that predate this Agreement; and (ii) against any mechanic's lien and/or claim for lien arising out of the actual or alleged failure on the part of the Buyer to pay any architect, land planners, civil engineer, structural engineer, traffic engineer, soils/ Geotechnical engineer, environmental engineer or environmental professional, mechanical engineer, appraiser, surveyor, or other agent or consultant hired by Buyer, or hired by any of Buyer's consultants, sub-consultants, or contractors or subcontractors ("Buyer's Consultants") to perform any such services, inspections, investigations, tests, audits, studies, and/or to prepare any reports, plans and/or plats in connection with the Inspection Work to determine the feasibility of the Project and/or to procure the Zoning Approvals, Other Governmental Approvals and Other Village Approvals, or any of them for the development of

the Property, whether or not such documents are filed with the Village of Bartlett (the "Buyer's Indemnification Obligations"). The Buyer's Indemnification Obligations shall be secured by either (i) a letter of credit issued by a bank or financial institution reasonably acceptable to the Seller; (ii) a payment bond issued by a surety company licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and with a financial strength rating of not less than VII in the latest edition of A.M. Best's Insurance Guide; or (iii) a personal guaranty executed by Manny Rafidia guarantying the Buyer's Indemnification Obligations in form acceptable to the Seller's attorney. The parties intend that the Buyer's Indemnification Obligations shall survive the termination of this Agreement and shall not be limited to the amount of the Earnest Money. If the contingencies set forth herein are not otherwise resolved or waived by Buyer within the Feasibility Approval Period, or within any Extension Period, if applicable, Buyer shall have the right to terminate this Agreement upon written notice to the Seller, and receive a full refund of the Earnest Money; provided, however, it shall be a condition precedent to the return of the Earnest Money that Buyer shall submit a sworn statement to the Seller listing under oath all of the Buyer's Consultants hired by the Developer, the New Ownership LLC, any of Buyer's Consultants, or any of the Members of the Buyers' Development Team as defined in the Development Agreement appended hereto, or any of them (the "Other Consultants"), and the amount of each contract or proposal therefor using a General Contractors Sworn Statement form customarily used by CTT (the "GCSS"), together with final waivers of lien or other evidence satisfactory to the Seller evidencing, in its reasonable discretion, that each of the Buyer's Consultants and Other Consultants, contractors, sub-consultants and subcontractors listed on the GCSS evidencing that each of them has been paid in full (collectively, the "Proof of Payment Documents") to determine the initial amount of said security. If Buyer wishes to proceed with any such consulting and inspection work by others prior to submittal of the GCSS, in lieu of submitting the GCSS, the amount of the initial security shall be $100,000 but that amount shall not limit the Buyer's liability with respect to the Buyer's Indemnification Obligations. Provided the Proof of Payment Documents are acceptable to the Seller in its reasonable discretion, it shall promptly direct CTT to release the Earnest Money to the Buyer. In the event notice of termination is not given on or prior to the termination of the Feasibility Approval Period, or any Extension Period if applicable, the Agreement shall remain in full force and effect, and Closing shall occur within thirty (30) days after the date of the expiration of the Feasibility Approval Period or the expiration of the First Extension Period if applicable, or the expiration of the Second Extension Period, if applicable.

11. No Tacit Approval of Requested Zoning Relief. Acceptance or approval of this Contract by the Corporate Authorities of the Village does not ensure approval from the Corporate Authorities or a favorable recommendation from the Bartlett Plan Commission or the Bartlett Zoning Board of Appeals of any zoning amendment or approval, variation, special use permit, request to amend the Town Center PD Zoning or Town Center PUD or other zoning relief that may be requested by Buyer, and the Village expressly disclaims any such representation or understanding to the contrary. In the event the Corporate Authorities of the Village do not grant the Zoning Approvals, Other Governmental Approvals, and Other Village Approvals, Buyer's sole remedy shall be return of the Buyer's Earnest Money, which in any event shall be subject to proof that all Buyer's Consultants and the Other Consultants listed on an updated GCSS have been fully paid irrespective of whether Buyer's requested zoning relief and other approvals are granted by the Village.

12. Insurance. Prior to entering upon the Property by the Buyer or any of the Buyer's Consultants and/or by any of Buyer's Development Team (hereinafter defined or as

defined in the Development Agreement prior to closing), each such contractor and/or consultant shall procure and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which arise from or in connection with any such tests, inspections, investigations, audits and/or reports by the Buyer, Buyer's Consultants, Other Consultants, and each entity comprising the Buyer's Development Team and the Other Consultants, with insurance with the following minimum scope and limits: Commercial General Liability ("CGL") insurance with coverage at least as broad as Insurance Services Office Form CG 0001 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal advertising injury with limits no less than $1,000,000 per occurrence and $1,000,000 aggregate coverage. The CGL policies shall be endorsed to contain the Seller, and its officers, officials, employees and agents as additional insureds ("Buyer's Insurance Obligations"). Buyer, and each of Buyer's Consultants, each of Buyer's Development Team (prior to closing) and Other Consultants (prior to closing) (collectively referred to herein as the "Buyer's Agents"), shall, prior to entering the Property prior to closing, furnish Seller with a certificate of insurance evidencing compliance with Buyer's Insurance Obligations prior to entering on the Property or allowing or directing any of the Buyer's Agents to enter upon the Property.

13. Environmental Report and Contingency. Buyer hereby acknowledges that the Seller has furnished it with a Phase I Environmental Assessment for the Property prepared by Deigan & Associates, LLC dated September 14, 2018 (the "Deigan Phase I"). During the Feasibility Approval Period, Buyer may at its election obtain and pay for another phase I environmental audit report ("Buyer's Phase I Environmental Report") on the Property prepared by an environmental consulting firm selected by Buyer and/or satisfactory to Buyer's lender. If the Buyer's Phase I Environmental Report recommends that a phase II environmental audit of the Property be conducted, Buyer may obtain and pay for the recommended phase II audit utilizing an environmental consulting firm selected by Buyer and which is acceptable to its lender. The Buyer's Phase 1 Environmental Report and any Phase II audits, any topographical surveys and/or additional soils/geotechnical reports, and/or additional soils/geotechnical reports taken at greater depths given the excess soils on the Property and/or larger building being proposed by the Buyer ("Buyer's Geotech Soils Report"), shall be at Buyer's sole cost without any credit to Buyer against the Purchase Price. During the Feasibility Approval Period or applicable Extension Period, Seller shall cause the surveyor who prepared the Survey to also certify the Survey to the Buyer, or the New Ownership LLC Buyer's permitted nominee, and to the Buyer's construction loan lender if identified by the Buyer during the Feasibility Approval Period or applicable Extension Period.

14. A. Unless a different time period is otherwise specified above or hereafter, Buyer shall have until the expiration of the Feasibility Approval Period, or the Extension Period(s), if applicable, to notify Seller in writing if the results of Buyer's investigations are not, in the exercise of Buyer's sole and exclusive discretion, satisfactory to Buyer, or if the Property to be conveyed hereunder is not otherwise suitable for Buyer's Intended Use of the Property. In the event Buyer provides such notice, this Agreement shall be cancelled, and Buyer shall have no further responsibility or liability to Seller, except for Buyer's Indemnification Obligations and the Buyer's Insurance Obligations (sometimes collectively referred to herein as the "Buyer's Indemnification and Insurance Obligations"), and the Earnest Money shall be refunded to Buyer, upon Seller's approval of the Proof of Payment Documentation submitted by the Buyer and the New Ownership LLC, or either of them, which approval will not be unreasonably withheld.

B. Any notice to be given by Buyer to Seller electing to terminate this Agreement by reason of non-satisfaction of any specified condition to Closing shall be given within the specified approval period relative thereto, otherwise all such conditions shall be deemed waived.

15. Closing Date. The date of the closing of this transaction (the "Closing") shall be within thirty (30) days after the expiration of the Feasibility Approval Period, or within thirty (30) days after the expiration of the First Extension Period, if applicable, or within thirty (30) days after the expiration of the Second Extension Period, if applicable, or such earlier date as Buyer selects giving Seller at least ten (10) business days prior notice (the "Closing Date").

16. Seller's Representations and Warranties. Seller represents and warrants to Buyer that the following matters, to the best of Sellers knowledge and belief, are true as of the date of this Agreement, and shall be true as of the date of the Closing:

(a) Title. Seller is the legal fee simple title holder of the Property and has or will at Closing have good, marketable and insurable title to the Property. There are no judgments against the Seller; there are no citation proceedings, or other proceedings pending against the Seller which may be a charge or encumbrance against the Property.

(b) Utilities. Seller represents that the Property is vacant. To the best of Seller's knowledge, all water, sewer, gas, electric, telephone, drainage and other utility equipment, facilities and services are available at or near the Property, and upon installation of service lines and meters therefor will be adequate to service the Property.

(c) Litigation. There are no pending or threatened lawsuits concerning the Property, nor has there been any notice, complaint, claim or request for information regarding the Property given to Seller or of which Seller is aware, nor are there proceedings in which Seller is, or may be a party by reason of any ownership of the Property, including building code, environmental or zoning violations, or claims for personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property. No proceedings are pending, or to the best of Seller's knowledge, threatened, against Seller, nor are any insolvency, bankruptcy, reorganization or other proceedings contemplated by Seller. In the event any of the foregoing is initiated or threatened prior to Closing, such occurrence shall constitute a default by Seller, and Seller shall promptly advise Buyer thereof in writing.

(d) Seller Insurance. Seller will maintain in force until the Closing Date casualty and liability insurance relating to the Property. Seller has not received notice from any insurance carrier, nor is Seller aware of any defects or inadequacies in the Property that, if not corrected, would result in termination of insurance coverage or increase in the normal and customary cost.

(e) Real Estate Taxes. The Property is currently exempt from real estate taxes. Seller has not received notice of and does not have any knowledge of any proposed loss

of real estate tax exemption or of any increase in the assessed valuation of the Property, and in the event of any such increase the Buyer shall be fully responsible therefor.

(f) Easements and Other Agreements. Seller is not in default in complying with the terms and provisions of any of the covenants, conditions, restrictions, rights of way or easements affecting the Property.

(g) Contracts. There are no contracts of any kind relating to the management, leasing, operation, maintenance or repair of the Property, except those contracts produced by Seller to Buyer within thirty (30) days after the execution of this Agreement, if any. Seller shall, at Buyers request, assign any such contacts to Buyer pursuant to this Agreement (the "Assigned Contracts"). No leases, licenses, or the like shall be in effect on the Closing Date, except as may be agreed upon by Buyer.

(h) Environmental Hazards: Seller has furnished to Buyer, and the Buyer acknowledges receipt, of the Diegan Phase I. The Prior Title Commitment reflects the following environmental disclosure documents which appear of record:

A. Document No. 93227254 recorded March 26, 1993
B. Document No. 95593460 recorded September 3, 1995
C. Document No. 0010947939 recorded October 11, 2001
D. Document No. 0514645034 recorded May 26, 2005
E. Document No. 1017529046 recorded June 24, 2010

(collectively, the "Environmental Disclosure Documents"). Except to the extent set forth in the Deigan Phase I Report and/or the Environmental Disclosure Documents, Seller represents the following to the best of its actual knowledge that:

(i) No Hazardous or Toxic Material (as hereinafter defined) exists on or under the surface of the Property or in any surface waters or ground waters on or under the Property except as disclosed by Environmental Disclosure Documents, and no escape, seepage, spillage, discharge, emission or release of any Hazardous or Toxic Material has occurred on, under, above or emanated from the Property except as disclosed therein.
(ii) The Property has not been, is not now and will not be used (prior to closing) as a sanitary landfill, dump site, industrial disposal area, treatment or storage site for Hazardous or Toxic Material or for any other similar use, on either a permanent or temporary basis.
(iii) There are no pending anticipated suits, actions, investigations, proceedings, liens or notices from any governmental or quasi-governmental agency with respect to the Property, Seller, or Environmental Laws (as hereinafter defined).

For purposes of this Property, the term Hazardous or Toxic Material shall be defined to include: (i) asbestos or any material composed of or containing asbestos in any form and in any type, or (ii) any hazardous, toxic or dangerous waste, contaminant, pollutant, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation arid Liability Act, as amended, and any law commonly

referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, state or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter as now or at any time hereinafter in effect (collectively, the Environmental Laws"). Seller agrees to hold harmless, defend and indemnify Buyer from and against any and all loss, damage, cost, liability or expense (including reasonable attorneys' and consultants' fees, court costs, penalties and fines) relating to personal, property or economic injury arising from an intentional misrepresentation or breach of any representations, warranties and/or covenants made herein to the best of Seller's actual knowledge contained in this subparagraph. All terms of this Section shall survive the Closing and remain in full force and effect for the maximum period provided by law.

17. Additional Conditions Precedent to Closing. In addition to the other conditions enumerated in this Agreement, the following shall be additional Conditions Precedent to Buyer's obligation to close hereunder:

(a) Real Estate Taxes. As of the date of Closing, there shall have been no actual or pending reassessment of the value of the Property for the purpose of calculating real estate taxes of which Buyer has not been previously made aware.

(b) Utilities. On the date of Closing no moratorium or proceeding shall be pending or threatened affecting the availability at regular rates and connection fees, of sewer, water, electric, gas, telephone or other services or utilities servicing the Property.

18. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Buyer as of the date of Closing, except as, otherwise specified:

(a) The parties shall divide equally the cost of any escrows hereunder.

(b) The Property is exempt from real estate taxes, however, to the extent and if levied all real property ad valorem taxes shall be prorated (employing a 365-day year) between Buyer and Seller as of the Closing based upon the net general real estate taxes for the current year, if known, otherwise for the preceding year. In the event that the Property will not constitute a separate tax parcel for the current tax year at Closing, Seller shall also pay to Buyer 100% of the estimated taxes (estimated on the same basis as in the preceding sentence) for the entire current tax year with respect to all portions of the tax parcel other than the Property, in which event Buyer shall pay the tax bill for such tax parcel when due. In the event the Property is not presently exempt from real estate taxes, taxes shall be re-prorated between the parties post-Closing after the tax bill becomes available. All other assessments levied against the Property as of Closing shall be paid in full by Seller on or before. Closing, including any assessments payable in installments. In the event there exist any "greenbelt," "roll-back" or other deferred taxes, the payment of which becomes retroactive to the period of Seller's ownership of the Property or any time prior thereto, such retroactive taxes shall remain the obligation of Seller. This provision shall survive the Closing and delivery of the deed. Interest, rents and

water and sewer use charges, if any, shall be prorated as of Closing. Accrued income and expenses, including taxes for Closing, if any, shall accrue to Seller.

(c) Seller will pay the costs for the Title Policy, the Survey, all documentary, and state, county and municipal transfer taxes (except to the extent this transaction is exempt from transfer taxes) relating to the instruments of conveyance contemplated herein. Buyer will pay the entire cost of all documentary recording fees relating to the instruments of conveyance contemplated herein.

(d) Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

19. Seller's Closing Deliveries. At Closing (or such other times as may be specified below), Seller shall deliver or cause to be delivered to Buyer the following, in form and substance acceptable to Buyer:

(a) Deed. Seller will convey or cause to be conveyed to Buyer or its nominee title thereto by a recordable Warranty Deed conveying the Property to the Buyer (or to the New Ownership LLC if established and directed by the Buyer) with release of homestead rights, if any, subject only to the Permitted Exceptions.

(b) Zoning & Other Title Endorsements. After the passage of one or more ordinances granting the Zoning Approvals by the corporate authorities of the Village (the "Zoning Approval Ordinance"), Seller shall cause the CTI Title Commitment to be amended to provide endorsements for extended coverage over the standard exceptions, a zoning endorsement based on Buyer's approved site plan (including parking), and a survey endorsement, subject only to the Permitted Exceptions. The amended title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. Seller also shall furnish Buyer an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and unpermitted exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in Section 4. After passage of the Zoning Approval Ordinance, a certified copy thereof shall be furnished to the Title Company, and Buyer's obligation to close shall be contingent upon the issuance of a standard Zoning Endorsement and standard survey endorsement issued by the Title Company.

(c) Original Documents. To the extent not previously delivered to Buyer, originals of the assigned contacts, and assigned insurance policies.

(d) Closing Statement. A closing statement conforming to the proration and other relevant provisions of this Agreement.

(e) Tax Bills. Copies of the most currently available Tax Bills.

(f) IRPTA. An Illinois Responsible Property Transfer Act disclosure document, if and as required under Illinois law.

(g) FIRPTA Compliance (i) an executed FIRPTA Affidavit in the customary form, acceptable to the Buyer and the Title Company; or (ii) a qualifying statement from the U.S. Treasury Department that the transaction is exempt from the withholding tax requirement imposed by Section 445A of the Internal Revenue Code and the rules and regulations promulgated thereunder ("Section 1445A"). In the event that Seller fails to deliver either the Affidavit or the qualifying statement as aforesaid, Seller agrees that Buyer may, at closing, deduct and withhold from the proceeds that are due to Seller the amount necessary to comply with the withholding tax requirement imposed by Section 1445A. Buyer shall deposit the amount so withheld in escrow with the escrowee pursuant to terms and conditions acceptable to Seller, Buyer and the escrowee, but in any event, complying with Section 1445A; and

(h) Certified Ordinances. Certified copies of the ordinances or resolutions passed by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") (1) authorizing the sale of the Property pursuant to this Agreement and incumbency certificates for all officers of the Village of Bartlett executing or signing this Agreement and any of the instruments contemplated hereby; (2) the Zoning Approval Ordinance.

(i) Other Documents and Instruments. Such other documents and instruments as may reasonably be required by Buyer, its (or its underwriter's or lender's) counsel or the Title Company and that may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto, and/or to issue the necessary title insurance endorsements or title insurance as provided herein. Seller agrees that after Closing, Seller shall execute and deliver to Buyer such further documents and instruments as Buyer shall reasonably request to effect this transaction and otherwise effect the agreements of the parties hereto, provided in no event shall Seller incur any expenses in connection therewith.

(j) Seller's Right of First Refusal. Provided the zoning and other contingencies are waived or satisfied, the New Ownership LLC (or MMAJ, LLC if it is the grantee on the deed from the Village at closing) shall execute and deliver to the Seller at the Closing a document satisfactory to the Seller's attorney granting the Village a right of first refusal to purchase the Property back from the New Ownership LLC or other record owner of the Property for $350,000, less any liens therein attributable to the New Ownership LLC and/or MMAJ, LLC, in the event construction of the Project has not commenced within one (1) year from the date of Closing on the Property, or if commenced is not being diligently pursued and the Project is not prosecuted with adequate forces, subject to the *Force Majeure* provisions set forth in paragraph 20 of this Contract ("Seller's Right of First Refusal"). In the event the Buyer procures a construction loan or other loan to finance the cost to construct the Project Improvements after the Closing on the Property for Buyer's Intended Use of the Property and such construction loan is secured by a mortgage recorded against the Property, Seller's Right of First Refusal as provided in this paragraph shall automatically terminate on the recording of said mortgage and the Seller shall cooperate with any such mortgage lender to record a release of Seller's Right of First Refusal in form satisfactory to the title company issuing an ALTA loan title policy for such construction loan to waive or insure over any title exception related to the Right of First Refusal. Seller's Right of First Refusal shall not merge with the

delivery of the deed from the Village to the New Ownership LLC or MMAJ. LLC but shall survive the closing as provided in this subparagraph.

20. *Force Majeure*. Notwithstanding any provisions of this Agreement to the contrary, in the event of any delay caused by *force majeure*, including, without limitation, damage or destruction by fire or other casualty; condemnation; strike; lock out; civil disorder; war; shortage of labor or shortage or delay in shipment of material or fuel; acts of God; governmental regulations or other causes beyond the reasonable control of the Buyer; and/or any court order or judgment affecting any governmental approvals or this Agreement resulting from any litigation concerning the Property and/or the Project; the time periods for the Buyer, and/or the New Ownership LLC to perform under this Agreement shall be extended for the amount of time performance is so delayed

21. Default.

a. Default by Seller. If any of Seller's representations and warranties contained herein shall not be true or correct, or if Seller shall have failed to perform, or failed to perform within the time for performance as specified herein (including Seller's obligation to close), Buyer may elect either to (i) terminate Buyer's obligations under this Agreement by written notice to Seller, and Buyer shall retain all rights and remedies available to it, including the right to a return of any Extension Payment, and/or option consideration paid, or (ii) close, in which event Buyer may file an action for damages or specific performance of this Agreement to compel Seller to cure any default(s). The remedies of Buyer set forth in this Section shall be in addition to remedies otherwise applicable or provided in this Agreement or otherwise available to Buyer at law or in equity.

b. Default by Buyer. In the event Buyer shall have failed to perform in accordance with this Agreement, or within the time for performance as specified herein, then at the option of Seller and upon notice to the Buyer, the Earnest Money shall be forfeited by the Buyer, and paid to the Seller as liquidated damages, and this Agreement shall terminate, or Seller may refuse to accept the Earnest Money as liquidated damages, and pursue any and all legal remedies available at law and equity against the Buyer.

c. Cure Period. Notwithstanding anything in this Contract to the contrary, neither party shall exercise any rights to terminate this Agreement in the event of a default committed by the other party unless such default remains uncured at 5:00 p.m. on the twentieth (20th) day next following the date on which the party not in default delivers to the party in default a written notice stating in reasonable detail the nature of the default.

22. Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection with this Agreement shall be given in writing and directed to Seller and Buyer as follows:

If to Seller:

Seller:	Village of Bartlett 228 South Main Street Bartlett, IL, 60103
With a copy to Seller's attorneys:	Bryan E. Mraz Bryan E. Mraz & Associates, P.C. 111 East Irving Park Road Roselle, IL, 60172 bem@mrazlaw.com Fax 630-529-2019

If to Buyer:

Buyer:	MMAJ, LLC 134 Bartlett Plaza Bartlett, IL 60103 crmadison@gmail.com
With a copy to Buyer's Attorneys:	Jay R. Goldberg Field and Goldberg, LLC 10 South LaSalle Street, Suite 2910 Chicago, IL 60603 jgoldberg@fieldandgoldberg.com

Notices shall be deemed properly delivered and received (i) on the same day if personally delivered, (ii) on the next day if delivered by Federal Express or other overnight courier, or (iii) on the date of being deposited in the U.S. Mail by certified mail, return receipt requested, with proper postage pre-paid, regardless of actual date of receipt, or (iv) on the date of fax or email transmission, if such transmission is made on a business day between the hours of 9:00 A.M. and 5:00 P.M. "Business days" are herein defined as Monday through Friday, Federal holidays excluded. In the event that such transmission is made outside of the hours previously set forth, or on a day other than a business day, the fax or email transmission shall be deemed to have been made on the next following business day. A fax transmittal report or email transmission receipt shall be sufficient proof of the date and time of transmission. Notice to a party's attorney shall be deemed sufficient notice to a party herein.

23. Brokers. Buyer and Seller hereby each warrant and agree that there are no real estate brokers involved in this transaction, and that no person or entity is entitled to a broker's commission, finder's fee or other like payment in connection with this transaction.

24. Non-Assignability, Successors and Assigns. Buyer shall not assign this Agreement or in or to the Development Agreement made a condition precedent to closing and expressly incorporated herein in paragraph 26 of this Agreement, to any party except to another Illinois limited liability company as to which Manny Rafidia has a membership interest and is its manager (a "Permitted Nominee Assignee") without the Seller's written approval,

which the Seller may withhold in its sole discretion. This Agreement shall be binding upon the parties' heirs, legal representatives, administrators, successors and assigns.

25. Approval by Ordinance and No Recording. This Agreement is contingent upon the adoption of an ordinance passed by three-fourths (3/4) of the Corporate Authorities of the Village of Bartlett determining that the Property is no longer necessary, appropriate, required for the use of, profitable to, or in the best interest of the Village and approving of the sale of the Property to the Buyer upon the terms set forth in this Agreement (the "Contract Approval Ordinance"). Each of the parties hereto hereby covenants and agrees that neither this Agreement nor a memorandum hereof (except a Lis Pendens filed contemporaneously with the filing of a lawsuit for specific performance), shall be recorded against the Property without the Seller's express written consent, which consent may be granted or withheld in Seller's sole and exclusive discretion.

26. Development Agreement. The parties shall have entered the Development Agreement in form as attached hereto as Exhibit 1 and expressly made a part of this Agreement. While the said Development Agreement shall not take effect or be binding upon the Parties unless and until the transaction contemplated herein closes, and all conditions herein have been satisfied or waived by the applicable party benefited by the condition, the Seller acknowledges and agrees that the Buyer would not have entered this Agreement, without the inducements set forth in the Development Agreement, including without limitation, those matters in the Development Agreement under the heading "Agreement to Cap Village Donations and Municipal Fees", and the Buyer acknowledges and agrees that the Seller would not have entered this Agreement, including without limitation the Purchase Price as stated herein, or agreed to said cap on Village Donations and Municipal Fees, without the Buyer's undertakings and agreements set forth in the Development Agreement, including without limitation, those provisions under the headings "Developer/General Contractor, Owner, Consultant and Subcontractor Experience"; "Certain Union Contractors or Payment of Prevailing Wages to Certain Subcontractors"; "Non- Assignability"; and "Seller's Right of First Refusal".

27. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the Development Agreement referenced in paragraph 26 which shall only become effective if the transaction contemplated by this Agreement closes, constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived modified or amended except by an instrument in writing signed by the party against which the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

(b) Time of the Essence. Time is of the essence of this Agreement.

(c) Waiver. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions.

(d) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(f) Effective Date. The effective date of this Agreement shall be the date it is signed by the last of the parties to sign it, but in no event shall Seller's execution hereof predate the passage of the Contract Approval Ordinance. Each party shall deliver a signed copy of this Agreement to the other party within three (3) days of such party's signing Agreement.

Buyer

Dated: _____, 2020

MMAJ, LLC

By:_____
Manny Rafidia, Manager

_____
Manny Rafidia, personally with respect to Buyer's Indemnification Against Lien Obligations

Seller

Dated: May 5, 2020

Village of Bartlett

By:_____
Kevin Wallace, Village President

Attest:

_____
Lorna Giless, Village Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT dated May 5, 2020, by and among Manny Rafidia, individually ("Rafidia"); MMAJ, LLC, an Illinois limited liability company (alternatively referred to herein as "MMAJ, LLC, the "Buyer", the "Developer", or the "General Contractor"), and the Village of Bartlett, an Illinois municipal corporation of Cook DuPage and Kane Counties, Illinois (the "Village") (sometimes collectively referred to herein as the "Parties").

RECITALS:

WHEREAS, MMAJ, LLC, Rafidia and the Village entered into that certain "Real Estate Sale and Purchase Agreement" dated May 5, 2020 (the "Contract") to which this Development Agreement is appended and which is expressly incorporated herein, for the sale and purchase of the 1.872 +/- acre vacant parcel located at the Southwest Corner of E. Railroad and S. Berteau Ave., Bartlett, Illinois, legally described therein (the "Property"), which Contract was authorized and approved by Ordinance 2020-_____, "An Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett Which is No Longer Necessary, Appropriate, Required for the Use of, Profitable to the Village or for the Best Interest of the Village, and Approving a Real Estate Purchase and Sale Agreement Between the Village of Bartlett and MMAJ, LLC for the Property Located at the Southwest Corner of E. Railroad Ave. & Berteau Ave., Bartlett, Illinois" passed by not less than 3/4 of the corporate authorities of the Village (hereinafter Ordinance 2020-_____"); and

WHEREAS, Rafidia will cause to be formed a new limited liability company of which he will be the managing member (the "New Ownership LLC") for the purpose of taking title to the Property in the event all of the conditions in the Contract are satisfied to the Buyer's satisfaction or are waived by the Buyer, and the closing on the sale of the Property to the New Ownership LLC has taken place, and the New Ownership LLC has executed this Agreement; and

WHEREAS, MMAJ, LLC and the Village entered into the Contract, with certain conditions therein agreed to and/or guaranteed by Rafidia in his individual capacity, and mutually agreed upon the Purchase Price and the other terms and conditions as set forth therein, subject to the post closing terms and conditions as set forth in this Development Agreement, which MMAJ, LLC and the Village, and the New Ownership LLC upon its execution hereof, acknowledge and agree were and are material terms and conditions upon which each of MMAJ, LLC, Rafidia individually, and the Village relied upon to authorize, approve and enter the Contract for the sale of the Property by the Village to the New Ownership LLC, and for the development and construction of the Project Improvements on the Property by MMAJ, LLC in accordance with the ordinance(s), licenses and permits issued by the Village to grant the Zoning Approvals and Other Village Approvals, including a building permit to construct the Apartment Improvements in accordance with construction plans, specifications and drawings to be submitted by MMAJ, LLC and as may be approved by the Village and in accordance with the Other

Governmental Approvals as those terms are defined in this Development Agreement and/or the Contract;

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Conditions Precedent. It shall be a condition precedent to the effectiveness and enforceability of this Development Agreement, that the closing on the sale of the Property from the Village as the Seller to the New Ownership LLC or to MMAJ, LLC as the Buyer shall have taken place, the purchase price therefor as set forth in the Contract shall have been paid to the Village, and the deed from the Village as the Seller to the New Ownership LLC or MMAJ, LLC has been recorded.

2. Agreement to Cap Donations and Municipal Fees.

(a) MMAJ, LLC has submitted concept level plans and building elevation drawings to the Village for a five (5) story apartment building with 104 upscale apartments, which will include 14 studio/apartment units, 48 one bedroom apartment units, and 48 two bedroom apartment units, broken down by square footage (S.F.) and type as set forth on Exhibit A, which based on said breakdown of studio, 1 bedroom and 2 bedroom apartments, would generate $689,417.80 in municipal donations under the current Bartlett Donation Ordinance codified at Title 11, Chapter 10, of the Bartlett Municipal Code entitled "Land and Cash Donations by Developers" (hereinafter, the "Donation Ordinance"), which sum includes $145,302.48 in general donations due the Village, and $67,688.54 in police donations. To induce the Buyer to construct such apartment improvements and other necessary public and private infrastructure and improvements (collectively, the "Project Improvements") in accordance with the final engineering plans and construction drawings to be prepared by the Buyer's engineer, architect and/or another member of the Buyer's Development Team (hereinafter defined), and submitted to the Village by MMAJ, LLC for the Village's review, and subject to the Village's approval of the project to be known as the Residences of Bartlett Station (the "Project"), and provided the Zoning Approvals, Other Governmental Approvals, and Other Village Approvals, as those terms are defined in the Contract have heretofore been granted or waived by MMAJ, LLC or the New Ownership LLC, and the sale of the Property has closed, and provided the Project is developed and built by the Buyer's Development Team (hereinafter defined), and the other terms and conditions set forth in this Development Agreement are met or satisfied, the Village will in that event agree to waive $145,302.48 in general municipal donations attributable to the Village and waive $28,800 in police donations (the "Donation Fee Reductions") and agree to the Municipal Fee Reductions set forth in subparagraph 2(b) below that would otherwise be due the Village. Buyer will pay the balance of donations due the Village for police in the amount of $38,888.54, plus Buyer will pay full donations due to all other taxing districts under the Donation Ordinance in the amount of $476,906.72, for Total Net Donations to be paid in the amount of

$515,315.32 which shall be due and payable when and as provided in subparagraph 2(c) below.

(b) Projected municipal fees based on the above described apartment development Project would be $197,579 under the current Bartlett Building Code codified at Title 9 of the Bartlett Municipal Code. Buyer has requested municipal fees be capped at $164,234.00, resulting in a municipal fee waiver/reduction of $33,345.00 (the "Municipal Fee Reductions") broken down as follows:

	Normal Municipal Fees Based on Proposed Project	Maximum Municipal Fees Proposed to be Paid by Buyer	
Permit Fee	$104,000	$80,655	Reduced $23,345
Water fee	25,300	25,300	Full
Seer Fee	9,900	9,900	Full
Water Meter Fee	3,204	3,204	Full
Erosion Control Fee	175	175	Full
Sprinkler Alarm Fee	55,000	45,000	Reduced $10,000
	$197,579	$164,234	Total Net Municipal Fees

$33,345 Total Municipal Fee Waiver/Reduction

Subject to the Village's approval of the Project, the Zoning Approvals, Other Governmental Approvals and Other Village Approvals as those terms are defined in the Contract, have heretofore been granted and/or waived by MMAJ, LLC or the New Ownership LLC, and provided the Project is built substantially by the Development Team (hereinafter defined) and the other terms and conditions of this Development Agreement are reasonably met or satisfied, the Village will in that event agree to the Municipal Fee Reductions. Total Municipal Fees of $164,234 shall be due and payable as provided in subparagraph 2(c) below.

(c) Total Net Donations to be paid in the amount of $515,315.32, plus Total Net Municipal Fees to be paid in the amount of $164,234.00 (collectively, "Total Capped Donations & Fees") in the amount of $679,549.32 shall be binding on the Parties notwithstanding any subsequent amendments to the Donation Ordinance or to the Bartlett Building Code increasing said fees, and if the project is timely built, said Total Capped Donations and Fees shall be due and payable as follows:

(i) Twenty percent (20%) of the Total Capped Donations & Fees shall be due and payable upon receipt of the twentieth (20th) occupancy permit, and an additional

five per cent (5%) shall be due within thirty days of receipt of every five (5) occupancy permits thereafter.

(ii) If less than five (5) occupancy permits are applied for at any time, five per cent (5%) of the Total Capped Donations & Fees shall be due and payable thirty (30) days after the issuance of the fifth occupancy permit in succession. If more than five (5) occupancy permits are applied for at any time, Buyer shall pay one per cent (1%) of the Total Capped Donations & Fees per unit within thirty (30) days of issuance of said occupancy permits so applied for.

Notwithstanding said thirty (30) day time period within which to pay occupancy permit fees, the Village shall not be obligated to issue further occupancy permits unless and until all outstanding fees for previously issued occupancy permits have been paid in full, even if the thirty (30) day time allowance for payment has not expired.

3. The Developer/General Contractor, Owner, Consultant and Subcontractor Team and Experience; Certain Union Contractors or Payment of Prevailing Wages to Certain Subcontractors. To induce the Village to approve and enter the Contract and to sell the Property to the Buyer or the New Ownership LLC upon the terms and conditions set forth in the Contract and/or this Development Agreement, the Village agrees to accept the Total Capped Donation & Fees in lieu of standard donations and municipal fees set forth in the Bartlett Donation Ordinance and/or in the Bartlett Building Code, and agrees to delay when due receipt of payment of said donations and municipal fees as provided in paragraph 2(c) of this Development Agreement, provided MMAJ, LLC, or Manny Rafidia, individually, forms the New Ownership LLC, and further provided MMAJ, LLC and the New Ownership, LLC, or either of them, hires substantially the following individuals, firms, consultants, contractors, and trade subcontractors (the "Buyer's Development Team") to develop the Property and construct the Project Improvements as follows:

(a) Manny Rafidia will cause to be formed a new limited liability company to take title to the Property at closing, and Manny Rafidia shall be the managing member of said new limited liability company (the "New Ownership LLC").

(b) MMAJ, LLC will be the developer of the Project and the New Ownership LLC will enter a construction contract with MMAJ, LLC to be its general contractor to construct the Project Improvements on the Property.

(c) MMAJ, LLC or the Ownership LLC shall enter the Pontarelli Construction Management Agreement with Pontarelli American Construction Enterprises, Chtd. in form substantially as attached hereto as Exhibit B, to perform the construction management consulting services as provided therein.

(d) MMAJ, LLC will enter a professional services consulting agreement with Guepard Group Corp., utilizing Joanna E. Szymel, its CEO and founder, to be on site on a regular basis throughout the construction and installation of the Project Improvements to provide MMAJ, LLC the following construction services on a consultant/advisor basis: Project management, due diligence,

scheduling administrative services including preparing RFI's, requests for qualifications ("RFQs"), requests for proposals ("RFPs"), subcontracts, contract compliance, code compliance, ADA compliance, quality control, OSHA compliance, and field inspections for the Project to the extent not provided by Pontarelli Construction Enterprises, Chtd

(e) To provide the Village comfort that the Buyer's Development Team assembled by MMAJ, LLC has the requisite experience to successfully develop and construct the Project Improvements on the Property, the New Ownership LLC and/or MMAJ, LLC as the developer/general contractor, agrees to enter a professional service agreement with Arch America as its architect on the Project and contracts with each union or non-union prime contractor or with the union and non-union trade subcontractors listed in the email letter from Jay R. Goldberg to Bryan Mraz dated March 30, 2020 (the "Goldberg 3/30/2020 letter") attached hereto as Exhibit C, except as modified with respect to Pontarelli American Construction Enterprises, Chtd. and Guepard Group Corp. as set forth in 3.(c) and 3.(d), and MMAJ, LLC shall be responsible to confirm that each trade contractor or trade subcontractor listed in the Goldberg 3/30/2020 letter is in fact, based on certified payrolls, a "union shop" paying its employees and subcontractors performing labor on the Project or not less than union wages for the applicable trade, or not less than prevailing wages for Cook County, Illinois as defined in the Prevailing Wage Act (820 ILCS 130/2 et seq) (the "PWA"), whichever is less, even though the Project is not a "public works" to which the PWA would otherwise apply, except by this agreement of the Parties. Notwithstanding the foregoing, MMAJ, LLC may substitute one union shop contractor/subcontractor listed in the Goldberg 3/30/2020 Letter for another union contractor/subcontractor for the same trade and nothing precludes MMAJ, LLC from hiring a union contractor or union subcontractor for the trades not listed in the Goldberg 3/30/202 letter (e.g., electrical or carpentry) or from switching a non-union contractor or subcontractor for a union contractor or subcontractor.

4. Downtown Overlay Building Materials. The Property lies within the Village of Bartlett Downtown Zoning Overlay District and as such is subject to the Building Facade Design requirements, including allowed major and minor façade, building material restrictions and prohibited building façade material provisions, and material installation quality provisions set forth in Section 10-9C-4 of the Downtown Zoning Overlay District, excerpts of which are attached here to as Exhibit D.

5. Non-Assignability. The Contract and this Development Agreement shall not be assignable by MMAJ, LLC or the New Ownership, LLC to any other party without the Village's written consent, which the Village may withhold in its sole and absolute discretion. The Donation Fee Reductions and the Municipal Fee Reductions as well as the delay in payment provisions as set forth in paragraph 2(c) above shall not be assignable; and shall not be enforceable by any party other than MMAJ, LLC or the New Ownership LLC after closing. In the event of any assignment or sale of the Property to a party other than MMAJ, LLC or the New Ownership LLC, full donations and full municipal

fees shall be due and payable upon the application for a building permit for the Project by any such third party in the Village's sole discretion.

6. Village's Right of First Refusal. Provided the zoning and other contingencies in the Contract are satisfied or waived by MMAJ, LLC or the New Ownership LLC, and the transaction closes, the new legal owner of the Property, whether it be the New Ownership LLC or MMAJ, LLC, shall execute and deliver to the Village at closing a document satisfactory to the Village in recordable form granting the Village a right of first refusal to purchase the Property back from the New Ownership LLC or MMAJ, LLC, or entity that acquires the Property from either of them, for $350,000, less any liens therein attributable to the New Ownership LLC and/or MMAJ, LLC in the event construction of the Project has not commenced within one (1) year from the date of closing on the Property, or if commenced is not being diligently pursued and the Project is not being prosecuted with adequate forces, subject to the *Force Majeure* provisions set forth in paragraph 7 below ("Village's Right of First Refusal"). In the event New Ownership LLC and/or MMAJ, LLC procures a construction loan or other loan to finance the cost to construct the Project Improvements after the closing on the Property, and such construction loan is secured by a mortgage recorded against the Property, the Village's Right of First Refusal as provided in this paragraph shall automatically terminate upon the recording of said mortgage and the Village shall cooperate with any such mortgage lender to record a release of the Village's Right of First Refusal in form satisfactory to the title company issuing an ALTA loan title policy for such construction loan to waive or insure over any title exception related to the Village's Right of First Refusal. The Village's Right of First Refusal shall not merge with the delivery of the deed from the Village to the New Ownership LLC or to MMAJ, LLC, but shall survive the closing as provided in this paragraph.

7. *Force Majeure*. Notwithstanding any provisions of this Development Agreement to the contrary, in the event of any delay caused by *force majeure*, including, without limitation, damage or destruction by fire or other casualty; condemnation; strike; lock out; civil disorder; war; shortage of labor or shortage or delay in shipment of material or fuel; acts of God; governmental regulations or other causes beyond the reasonable control of the New Ownership, LLC and MMAJ, LLC, or either of them; and/or any court order, Governor's Executive Order prohibiting construction of the Project Improvements, or judgment affecting any governmental approvals or this Development Agreement resulting from any litigation concerning the Property and/or the Project; the time periods for the New Ownership LLC and MMAJ, LLC to perform their respective or joint duties and obligations under this Development Agreement shall be extended for the amount of time performance is so delayed.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2020

_____
Manny Rafidia, individually

MMAJ, LLC

By:_____
Manny Rafidia, Manager

Dated: May 5, 2020

VILLAGE OF BARTLETT

By:_____
Kevin Wallace, President

Attest:

_____
Lorna Giless, Village Clerk

EXHIBIT A

CONCEPT LEVEL PLAN

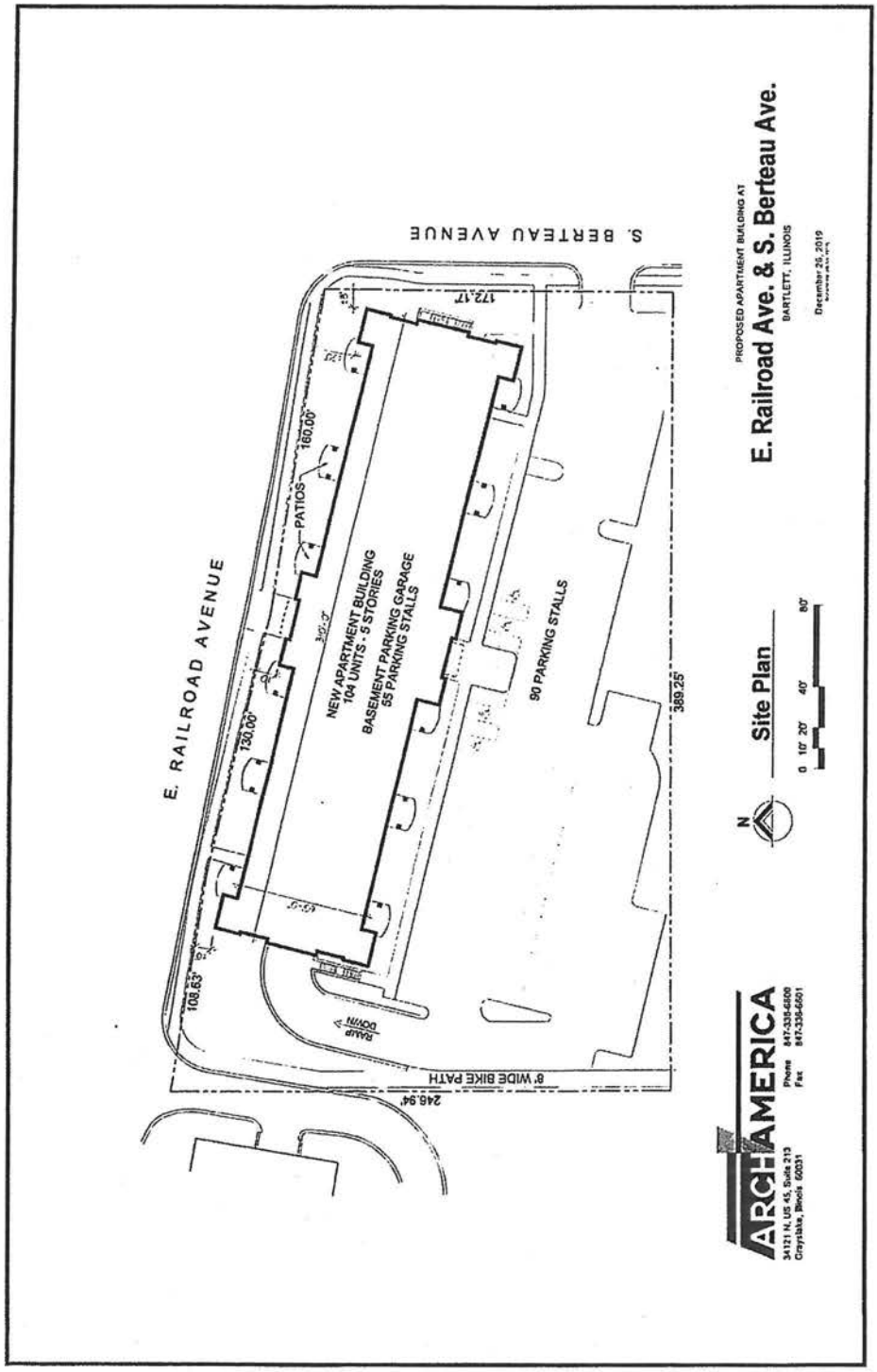

EXHIBIT B

CONSULTING AGREEMENT

PONTARELLI CONSTRUCTION MANAGEMENT AGREEMENT
THE RESIDENCES AT BARTLETT STATION

THIS AGREEMENT IS MADE THIS ____ day of April, 2020, by and between **MMAJ, LLC** ("**Owner**") and **Pontarelli American Construction Enterprises, Chtd.** ("**Pontarelli**"), (hereinafter, collectively, the "**Parties**") for construction management consulting services relating to the development and construction of the property commonly known as 279-283 E. Railroad Ave., Bartlett, Illinois (the "**Site**").

WHEREAS, Owner is in the process of acquiring the Site from the Village of Bartlett (the "**Village**"); and is requesting an amendment to the Site's PUD to build, own and lease 104 upscale apartment residences, to be commonly known as The Residences at Bartlett Station (the "**Project**"); and

WHEREAS, Pontarelli intends to provide development and construction related construction services to Owner for the development and sale of the Project; and

WHEREAS, Owner desires to enlist the services of Pontarelli on the terms and conditions set forth herein, and Pontarelli desires to provide its services to Owner on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Pontarelli agree as follows.

ARTICLE I
GENERAL CONDITIONS AND COMPENSATION

1. CONTRACT PRICE. In return for the services rendered as more fully set forth herein, Owner shall pay to Pontarelli an amount equal to $_____ for the Term of this Agreement, payable as follows:

PAYMENT MILESTONE	%	AMOUNT
Upon execution of the Agreement	10	$_____
Upon Issuance of the building permit	10	$_____
Upon completion of foundation	10	$_____
Upon setting of third floor deck	10	$_____
Upon completion of roof bar joists and deck	10	$_____
Upon first drywall inspection approval by the Village	20	$_____
Upon 1st occupancy permit issued by the Village	20	$_____
Upon substantial completion of the Project and final occupancy	10	$_____

2. **TERM.** The term of this agreement shall start immediately upon the date of approval on the Project by the City Council of the Village of Bartlett and end upon substantial completion of the Project.

3. **INSURANCE.** To the extent required by law, Owner shall purchase from and maintain, with any company or companies lawfully authorized to do business in Illinois, insurance for protection from claims from workers or workman's compensation acts or other employee benefit acts which are applicable; claims for damages because of bodily injury, including death, and from claims or damages, other than to the work itself, to property which may arise out of or result from Pontarelli's operations under this Contract. Operations conducted by a subcontractor or any material supplier or anyone directly or indirectly employed by any of them shall be covered by said subcontractor or material supplier. Certificates of such insurance shall be provided to Owner prior to the commencement of the work, upon request. Owner shall purchase and maintain property insurance and/or builder's risk insurance, which shall be in an all risk policy form and shall include the interest of both Owner and Pontarelli as co-insured.

4. **OWNER' OBLIGATIONS**. Unless otherwise provided for in this Contract, Owner shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

5. **FINANCIAL OBLIGATION**. Pontarelli shall not be required to advance funds for any purpose; however, if Pontarelli shall advance said funds as approved in writing by Owner, the Owner shall reimburse Pontarelli upon presentation of documentation of said payments by Pontarelli from the monthly construction loan draw or Owners account within 60 days of payments by Pontarelli.

6. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the Arbitrator shall be binding on both parties and may be entered in any court having jurisdiction thereof. Arbitration hearings will be held in Chicago, Illinois. The number of Arbitrators shall be one (1), which Arbitrator shall be appointed by the AAA. The AAA Administration Fees and the Arbitrator's Fee shall be shared equally by Owner and Pontarelli, and other service charges of the AAA shall be paid by the party incurring same in accordance with the established AAA procedure.

8. **GENERAL:** Owner agrees to allow Pontarelli to place a sign on the Site to advertise Pontarelli as a consulting firm for the Project, in accordance with the local sign ordinance.

ARTICLE II
PRECONSTRUCTION SERVICES

Pontarelli has heretofore entered into an "Agreement for Preconstruction Services" dated

November 21, 2019 which delineates Pontarelli's services being performed prior to Village approval of the Project. Pontarelli shall consult with and assist Owner, and its Architect, Civil Engineer, etc. upon Village approval of the Project with additional preconstruction services and activities as follows:

1. Coordination of the Surveyor for site staking and field and other examinations of the survey and review of plat of consolidation.

2. Coordination of the off-site improvements with the civil engineer and the contractor for the installation of off-site utility extensions and easements, access upgrades, driveway or road access permits required by the Village, if applicable.

3. Coordination of final engineering plans and the on-site improvements with the Civil Engineer and contractors including site excavation, streetwork, curbs, paving, concrete and paver walks, retaining walls, water distribution service, hydrants, storm and sanitary, telephone service, cable, gas service, electric service and transformers, street lighting, irrigation systems, fences & gates (both temporary and permanent), flagpoles, mailboxes, traffic signs and striping, etc.

4. Selection of the Landscape Architectural firm for the Project and coordination of final landscape drawings for construction including assistance with the design of the Site entrance and streetscape features.

5. Coordination with utility companies regarding applications for service, easement documents, utility fees and end user agreements.

6. Coordination of the Civil Engineer, Surveyor and Owner for construction staking processes.

7. Coordination of ArchAmerica, Inc. and Owner for timely production of final Architectural permit and construction drawings including interior design, mechanical, electrical, plumbing and fire prevention drawings, construction documents, permit plans, etc.

8. Coordination with the Architect for the submittal of the permit drawings to the Village to obtain the Village building permit and any other requirement of the permit acquisition process.

9. Coordination with the Architect and Owner with the specifications and scope for building rough, interior finish materials, colors, FF&E selection and interior design.

10. Distribute preliminary architectural and engineering plans to various qualified bidders.

ARTICLE III
CONSTRUCTION SERVICES

Pontarelli shall consult with and assist Owner, and its Architect, Structural, Civil, M/E/P Engineers and Construction Managers, with the following construction related activities during the construction period:

1. Assist in the selection of contractors for the installation of the site improvements and review and modifications of the necessary agreements between Owner and contractors as required for placement of the improvements.

2. Review and negotiate bids from sub-contractors and material suppliers to ensure the hard costs of construction are competitively priced and will offer the best value and quality to the Project.

3. Consult with Owner, material suppliers and contractors to coordinate the construction schedule for the Project.

4. Make field inspections with contractors, civil engineers, Architect, Owner and others and verify field conditions of site improvements are constructed and completed in a first class workmanlike and substantial manner.

5. Monitor compliance requirements of the construction lender for the payment of construction costs.

6. Monitor and examine waivers of lien and contractor's affidavits as required by the title company.

7. Obtain from contractors and material suppliers a minimum one-year warranty.

8. Produce and review the format for the material supplier and subcontractor agreements.

9. Assist in the adherence to the Village building code, ordinances, etc. for the Project.

10. Produce the financial proforma and other material relating to the Project for distribution to financial institutions for construction financing needs, if required.

11. Monitor liability insurance required to commence work and assist in obtaining and maintaining Builder's Risk Insurance, General Liability Insurance, Umbrella Excess Liability Insurance.

12. Monitor the requirements for maintaining workmen's compensation insurance for all the employees of contractors.

13. Assist Owner in compliance with Village requirements to maintain Public Liability and Property Damage Insurance.

14. Assist Owner in initializing, maintaining and supervising OSHA safety precautions and programs in connection with the work.

15. Assist Owner with implementation of the Project-specific Health and Safety Plan (HASP), safety training, safety meetings and compliance.

16. Screening of proposed subcontractors based on safety performance prior to bid.

17. Review of supervision of job-site to maintain a clean and sanitary condition.

18. Review of supervision required for the maintenance of a nuisance free construction environment for adjoining properties, the residents in the vicinity and the general public.

19. Review of staff inspections, appraisals, audits, and reviews of the contractors' performance to ensure the highest level of quality is maintained throughout the program team for the Project.

20. Review with Owner that project close-out procedures are planned, prepared, executed, documented, and completed for the successful completion of the Project to include inspection, preparation of completion certificates, receipt and review of contractor waivers, certifications, operations and maintenance data, as-built drawings and warranties, etc.

21. Assist in the coordination of the job-site general conditions with Owner to include planning, implementation and demobilization of general conditions, construction facilities, field conditions and general accounts required at the development and paid by Owner as follows:

    A. Construction Facilities consisting of temporary roads, road maintenance, site mud and dust control, temporary parking, miscellaneous cutting and patching, fencing, perimeter barricades, protection of finish work, dumpster and debris removal, clean-up, rough cleaning, temporary utility connection and consumptions, watchman security services, lighting, pest control, surface water de-watering, winter protection, job-site toilets, construction vehicles.

    B. Field Conditions consisting of field and cellular telephones, fax, copier, computer and supplies, job-site signage, vehicles, miscellaneous carpentry work, general labor, small tolls, material testing, laboratory testing, job-site office.

C. General Accounts consisting of drawing reproduction, progress photos, materials testing, settlement readings, as built surveys, layout and general control, insurances, and professional fees for the Owner.

ARTICLE IV
TERMINATION

This Agreement shall automatically terminate in the event Owner fails to become the owner of the Site or is unable to build the Project. In the event Owner becomes the owner of the Site and moves forward with the building of the Project, this Agreement will terminate upon the substantial completion of the Project. All representations and warranties of the Parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Parties to insure, indemnify, or hold harmless each of the Parties shall survive any termination; and if Pontarelli is or becomes involved in any proceeding or litigation by reason of having been a party to this Agreement, such provisions shall apply as if this Agreement was still in effect.

ARTICLE V
OWNER'S ADDITIONAL REQUIREMENTS

Owner shall provide or supervise the following services including but not limited to the following:

1. Opening of the construction loan and review and final approval of Sworn Statements.

2. Payment of the loan commitment fees, appraisal fees, architectural and engineering fees, monthly interest and any other costs associated with the financing and construction of the Project including premiums of builders' risk and liability policies.

3. All accounting records that are related to the authorized work performed under unit costs for construction and development and review of the cash flow report and financial forecasts for the development.

4. Legal services as may be necessary at any time for the development.

5. Execution of easement documents for utilities, services, etc.

6. Preparation and execution of documents for hazardous waste, asbestos remediation and tank removal and soil remediation, if any.

7. Preparation and revisions to material supplier and subcontractor agreements.

8. Preparation of any construction escrow document and servicing of escrow.

9. Production of any covenants required for the Project.

ARTICLE VI
SCHEDULE FOR COMPLETION

Pontarelli shall expedite the completion of the Project per a schedule set by mutual consent of the Parties. Time is of the essence.

ARTICLE VII
DEVELOPER SERVICES ON BEHALF OF THE OWNER

Only in the event Owner requests or requires additional services beyond the scope of this Agreement, the Parties shall agree to negotiate in good faith to enter into an agreement with mutual consent for additional project lease-up and/or other related services for the implementation and operation of the Project.

ARTICLE VIII
PONTARELLI INDEMNIFIED

Owner agrees to pay and to protect, indemnify and save harmless Pontarelli and all principals, agents and employees from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Pontarelli), causes of action, suits, claims, demands of judgments, etc. of any nature whatsoever related to the Project including, but not limited to, the following: (i) any injury to, or the death of, any person or any damage to property on the Site or upon adjoining or related parking areas, sidewalks, streets or ways, or in any manner growing out of or connected with the ownership, construction, use, non-use, condition or occupation of the Site, or any part thereof, (ii) violation or breach of any agreement or condition of this Agreement, and (iii) violation or breach by Owner of any contract or agreement to which Owner is a party or any restriction, statute, law, ordinance or regulation, in each case affecting the Site or any part thereof, or in the ownership, construction, occupancy or use thereof.

ARTICLE IX
HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

ARTICLE X
FORCE MAJEURE

Any delays in the performance of any obligation of Pontarelli under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, market conditions and other similar causes not within the control of Pontarelli, and any time periods required for performance shall be extended accordingly.

ARTICLE XI
COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Pontarelli with respect to the Project and its operation. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Pontarelli. Except as otherwise provided herein, any and all amendments, additions, or deletions to his Agreement shall be null and void unless approved by Owner and Pontarelli in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

ARTICLE XII
RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

ARTICLE XIII
APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respect be controlled and governed by the laws of the State of Illinois. If any part of this Agreement shall be declared invalid or unenforceable, the remaining parts of the Agreement shall be binding and enforceable.

ARTICLE XIV
EXIIIBITS

If any exhibit referred to herein shall not have been attached hereto at the time of execution of this Agreement, or if any such exhibit shall be incomplete at such time, such exhibit shall be later attached as soon as completed, and such exhibit shall, as later attached or completed, for all purposes be deemed a part of this Agreement as if attached hereto at the time of execution. All exhibits referred to herein are hereby made a part hereof.

ARTICLE XV
COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a duplicate original, and all of which together shall constitute but one and the same instrument.

ARTICLE XVI
NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Developer or the Owner may specify hereafter in writing.

PONTARELLI	**PONTARELLI AMERICAN CONSTRUCTION ENTERPRISES, CHTD.** **455 Auburn Woods Court** **Palatine, Illinois 60067**
OWNER:	**MMAJ, LLC** **807 E. Nerge Road** **Roselle, Illinois 60172**

DELIVERY OF NOTICES

Notices or other communications between the parties in this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage paid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

ARTICLE XVII
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors, administrators, heirs and assigns of Owner. Notwithstanding the preceding sentence. Owner shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Owner shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee. Pontarelli may not assign this Agreement.

AGREED TO THIS ____ DAY OF APRIL, 2020

MMAJ, LLC

_____

Manny Rafidia - Manager

PONTARELLI AMERICAN CONSTRUCTION ENTERPRISES, CHTD.

_____

Michael R. Pontarelli - President

EXHIBIT C

EMAIL JAY GOLDBERG TO BRYAN MRAZ

bem@mrazlaw.com

From:	Jay R. Goldberg <jgoldberg@fieldandgoldberg.com>
Sent:	Monday, March 30, 2020 7:25 AM
To:	Bryan Mraz
Subject:	Southwest Corner of Railroad & Berteau, Bartlett, IL

Bryan –

Below is a summary of the Consultants and the Trades to be used on this Project that should be helpful to you, Village employees and the Board. You will see that many of the trades to be used are union. As soon as a Purchase and Sale Agreement is executed, contracts, some of which have already been drafted, will be executed.

The **Owner** of the Property will be an LLC to be formed of which **Manny Rafidia** will be the Managing Member. The **General Contractor** will be **MMAJ, LLC**. Manny and his brother Edward Rafidia have a combined experience in construction and property management of approximately seventy years.

The **Consultant** for the Project will be **Michael Pontarelli** of **Pontarelli American Construction Enterprises, Chtd**. Pontarelli has specialized in the design, construction, management and sales of over 5,000 new condos with over 3,000 underground parking stalls in Illinois. To compliment the 50 years of construction knowledge, Pontarelli's wide array of expertise relating to real estate development construction includes the design and construction of master planned residential communities with multi-level underground parking facilities; recreational developments; senior housing & nursing homes; single-family homes, both custom and production; mid-rise and high rise apartment construction and conversions; golf course design and construction; commercial construction and renovation of high-rise structures; private and public infrastructure placement and federally funded government projects.

The **Construction Manager** for the Project will be **Joanna E. Szymel** of **Guepard Group, Corp.** Guepard Group is a construction and consulting firm that specializes in providing professional services for companies to meet their WBE goals on their projects as a staff extension. Guepard Group provides the following services: Project Management, Due Diligence, Scheduling, Admin Sork – preparing RFI, RFQ, and RPP, subcontractor contracting, contact compliance, Code and ADA Compliance, Quality Control, Field inspections, OSHA compliance, etc.

The **Architect** for the Project is **Matt Haylock** of **ArchAmerica**. Matt founded Archamerica, Inc., with the goal of creating an architectural firm that would be recognized for its steadfast integrity, respectful collaboration with the trades people and personalized service to its clients. Since then, he and the company have enjoyed the growing number of positive relationships and successful projects that continue to be built every year. Matt excels in master planning, zoning analysis, municipal hearing presentation, complete project design and construction administration. His diverse background includes single and multi-family residential, commercial, industrial and retail expertise. Matt's portfolio comprises over 800 new and remodeled buildings, including over 5,000 multi-family residential units.

The **Civil Engineer** for the Project is **Azzam Hamdan** who has approximately 30 years of civil engineering work that includes, surveying, such as topographic, ALTA, PLAT, and various other surveys.

Site Development/Excavation/Underground Sewer, Storm, and Water for the Project will be **Bob Hellyer** of **Deep Cut, Inc.** Bob has 40 years of experience in site developments and has done various projects with the Village of Bartlett. Bob, was a previous **union** heavy machine operator, and licensed plumber, licensed sewer, storm, and underground plumbing.

Concrete and Foundation for the Project will be **John Ohse** of **Core Concrete, Inc.** Core Concrete is a **union shop** that specializes in foundation and concrete slab work for over 30 years and have done numerous projects similar to the Project.

Precast Company for the Project will be **John Mattes** of **Illini Precast, LLC.**

Brick Layer for the Project will be **Dominik Kubiak** of **DK Build Corp**. Dominik has been in business for over 20 years, employs high quality craftsmen for labor, and has done multiple projects like this Project, meeting the targeted completion date promptly.

Plumbing for the Project will be **Hall and One Services, Inc**. which is a **union shop** 130-597. Hall and One has been in business for over 40 years and has done numerous projects like this Project. Their last project was 100 units in St. Charles, Illinois.

Sheet Metal and Roofing for the Project will be a union shop.

Hardwood Flooring for the Project will be **Raymond Flooring**. This company has been in business for 25 years and has done many projects for Manny and has completed the projects in a timely manner. Manny plans to install hardwood floor in each unit, except the hallways and common area.

Sprinklers for the Project will be **Brad Nolan** of **Atlantic American Fire Protection Company, Inc**. which is a **union shop**.

Fire Alarm for the Project will be **Bill McEvilly** of **Santoro Communications Group** which is a **union shop**.

All appliances are anticipated to be purchased through **ABT Electronics**, modern, high quality products, with stainless steel finishes.

Some of the other trades such as Metal Studs, Drywall and Interior Finishes, Heating and Air Conditioning, Electrical, and Landscaping will be determined in the near future.

I hope this is helpful to you, Village Personnel and the Board.

Jay

Jay R. Goldberg
Field and Goldberg, LLC
10 South LaSalle Street, Suite 2910, Chicago, Illinois 60603
(312) 408-7271 | Fax: (312) 408-7201 | JGoldberg@fieldandgoldberg.com
www.fieldandgoldberg.com

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EXHIBIT D
DOWNTOWN OVERLAY DISTRICT EXCERPTS

10-9C-4. Building Facade Design
Intent

10-9C-4. BUILDING FACADE DESIGN

The following design requirements apply to all buildings in the downtown overlay, unless otherwise stated.

A. INTENT

The regulations of this section are intended to improve the physical quality of buildings, improve the long-term value and durability of buildings, enhance the pedestrian experience, and protect the character and scale of the downtown.

B. EXCEPTIONS

Materials that are not listed in this section for its proposed application as allowed major, minor, accent/detail, or roof materials, may not be installed on any facade or roof unless approved by a major design exception per Sec. 10-9C-2-F.

1. **Materials Exception.** The major design exception may allow facade or roof materials that are not listed in this section if the applicant demonstrates the material in its proposed application meets the intent of the facade material standards.
2. **Examples.** Samples and examples of successful high quality local installation and the manufacturer's warranty and industry ratings shall be provided by the applicant upon request.
3. **Exceptions to Other Requirements.** Modifications to other design regulations in this article are eligible for a major design exceptions.

C. MAJOR FACADE MATERIALS

Allowed major facade materials are listed in Table A. Major materials are allowed on all facades, unless otherwise stated and are intended to serve as the primary surface material on street-facing and primary frontage facades. Prohibited materials are listed in Table C.

1. **Simplicity of Surface Materials.** A minimum of 60 percent of each street-facing and primary frontage facades, not including window and door areas, shall be faced of a single facade material. On buildings longer than 120 feet, a minimum of 60 percent of each 90 foot length of facade, measured horizontally, shall be faced of a single facade material. See Figure 10.
2. **Side and Rear Facades.** Allowed Major Materials shall continue around the corner of a building from the street facade onto the side or rear facade for no less than 30 feet along the side or rear facade.
3. **Color.** The paint or finish colors of any major materials requiring an applied finish shall be from an historic palette from any major paint manufacturer. Other colors may be utilized for details and accent materials.

D. MINOR FACADE MATERIALS

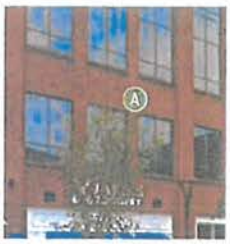
1. **Maximum Minor Materials for Surface Areas.** A maximum of 35 percent of each facade surface, not including window and door areas, may be composed of minor facade materials per Table B. Prohibited materials are listed in Table C.

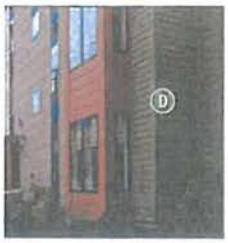
Figure 10. Example of Major, Minor, and Accent/Detail Materials on a Facade

TABLE A. ALLOWED MAJOR FACADE MATERIALS

MAJOR FACADE MATERIAL (alphabetical)	SUBAREAS			
	1: DOWNTOWN CORE	2: DOWNTOWN EDGE	4: DOWNTOWN RESIDENTIAL	3: CORRIDOR COMMERCIAL
(A) **Brick** full dimensional, unit, face brick	●	●	●	●
(B) (C) **Concrete Masonry Units** architectural, minimum 3" depth, "artisan stone" look, varied sizes, (Eschelon Masonry or approved equal) "stone" face, "hewn stone", rock cut	●	●	●	●
(D) **Fiber Cement Board** panels, finished lap siding or shingles		●		●
Stone natural, units	●	●	●	●
(E) **Wood** painted, stained, or treated lap siding, shingles		●	Limited to townhouse / rowhouse buildings	

KEY: ● = allowed





10-9C-4. Building Facade Design
Intent

TABLE B. MINOR FACADE MATERIALS

All allowed major facade materials may be used for minor facade materials, unless otherwise listed as prohibited in Table C.

	MINOR FACADE MATERIAL (alphabetical)	Allowed on Buildings in these Subareas	Allowed Facades	Maximum Amount on each Facade
	Brick economy size	All	Non-street facades only	100%
	Brick thin, veneer	All	Non-street facades only	100%
	Concrete Surfaces finished stained, painted, treated	All	All, below first floor	20%
	Concrete Masonry Units minimum 3" depth, split-faced, or burnished/ ground face	All except Subarea 2	Non-street facades only	100%
	Glass curtain wall	Subareas 1 and 3 only	All facades	20%
F	**Metal** architectural panel system, not including aluminum composite materials (ACM) or panels (ACP)	All	All, except a major material is required at grade up to 2 feet and adjacent to entrances	30% on a 3-story building; 25% on a 4 story building
G	**Metal, Corten** panels or panel systems, not ribbed or corrugated	All	All	20%
	Stucco synthetic or with elastomeric finishes: EIFS	All	Only above 8 feet on all facades	40%
	Stucco cement-based, 2- 3 layer hard coat	All	All	30% of street facade
	Terra Cotta or Ceramic tiles or panels	All	All	20%
	Vinyl Siding minimum 0.42 inches thick	Allowed only on townhouses in Subarea 3	All	60% of street facade, 100% on other facades
H	**Wood** natural, aged lap siding, shingles, rainscreen system	All	All	20%
I	**Wood, Composite** rainscreen system	All	All	30%

TABLE C. PROHIBITED MATERIALS

J **Concrete, Unfinished**
untreated, unstained, unpainted

Fiberglass and Acrylic Panels
all

K **Glass Block**

Metal Sheets
L corrugated or ribbed sheets as siding, aluminum composite (ACM or ACP)

Plastic Panels
M all, including high-density polyethylene and polycarbonate panels

Stucco Mouldings or Synthetic Stucco Mouldings
N trim, sills, cornices, banding, columns, pilasters or other 3 dimensional details

Wood
Unfinished, untreated plywood and wood panels

2. **Accents and Details.** Additional materials are permitted for trim, accents, and details per Table D, not included in the maximum surface area.

E. PITCHED ROOF MATERIALS

Allowed pitched roof materials include dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate, and ceramic tile. Engineered wood or slate may be approved through the major design exception process with an approved sample and documented examples of successful high quality local installations.

TABLE D. ALLOWED DETAIL & ACCENT MATERIALS (all facades)

All permitted major and minor facade materials may be used for details, trim, and accents.

O **Concrete Details**
precast stone ornamentation, lintels, sills, banding, columns, beams

Fiber Cement Details
trim, soffits

P **Metal Details**
trim, ornamentation, lintels, beams, columns

Wood and Wood Composite Details
painted/treated trim, soffits, other approved details

Q **Vinyl Details**
limited to soffits, window trim; minimum .04 inches thick

Materials Installation Quality

F. MATERIALS INSTALLATION QUALITY

1. **Intent.** The intent of the materials installation quality requirements is to advance the quality of construction, durability, and aesthetics of new buildings, specifically related to application and detailing of facade materials.
2. **Exception.** Modification to these material installation requirements may be approved through a minor design exception.
3. **Changes in Material.** Changes in vertical surface materials for buildings shall meet the following standards:
4. **Changes in Surface Materials.** Changes in surface materials, whether major materials or minor materials, shall occur only at concave corners, minimum 8" deep. Surface materials are materials intended to cover the facade surface (such as unit materials, siding, stucco, panels) and do not include detail materials, such as but not limited to cast stone for lintels or cornices, exposed metal beams, or any material used to create a shadow line. See Figure 20.
5. **Materials Hierarchy.** Unit materials shall be elevated from the face of the building above less detailed, surface materials. For example, stucco, as a constant surface material, shall be recessed behind a bricked surface. See Figure 20 for an example, where Material A is brick, Material B metal panels, and Material C stucco.
6. **Shadow Lines on Surfaces.** Shadow lines shall be created at changes in materials with solid materials of a thickness that is greater than 2 inches, such as cast stone, masonry, or stone. For example, cast stone pieces may be offset to create a shadow, where the convex corner of the piece is used to create the corner of the detail.
7. **Appropriate Grade of Materials.** Except for townhouse or rowhouse buildings, all doors, windows, and hardware shall be of commercial grade quality.
8. **Applique Materials.** Materials with thickness of less than 2.5 inches, including but not limited to stucco, shall not be used or formed to create shadow lines.
9. **Stucco Installation.** Any stucco construction shall be of the highest installation quality, meeting the following criteria:
   a. **Jointing.** All stucco joints shall be aligned along the facade in the pattern shown on the elevations submitted for the site plan approval. Joints shall also align with the locations of windows and doors and other changes in material.
   b. **Construction.** The stucco wall assembly shall be indicated on the plans specifying stucco type and construction.

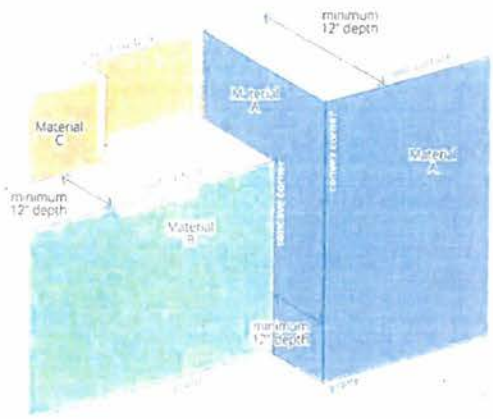


Figure 13. Diagram of Allowable Changes in Surface Materials

Agenda Item Executive Summary

Item Name	Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board	Committee or Board	Board

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

EXECUTIVE SUMMARY

Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

ATTACHMENTS (PLEASE LIST)

Memo

ACTION REQUESTED

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

MOTION

D1. I move to Consent to the Appointment of each of the Officers as made by the Village President.

D2. I move to designate Roberta Grill as Zoning Administrator.

Staff:	Lorna Giless, Village Clerk	Date:	04/24/20

Village of Bartlett
Administration Department Memo

DATE: April 24, 2020

TO: Paula Schumacher, Village Administrator

FROM: Lorna Giless, Village Clerk

SUBJECT: Appointments of Village Officers

D.1. Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

a. Village Administrator, Paula Schumacher
b. Village Attorney, Bryan Mraz
c. Village Treasurer, Todd Dowden
d. Village Budget Officer, Todd Dowden
e. Director of Public Works, Daniel Dinges
f. Director of Building Department, Brian Goralski
g. Electrical Inspector, William Dettmer
h. Plumbing Inspector, Dewayne Burris
i. Chief of Police, Patrick Ullrich
j. Village Engineer, Robert Allen
k. Administrative Hearing Officer, Thomas Bastian
l. Open Meetings Act Officer, Paula Schumacher
m. Freedom of Information Act Officer, Samuel Hughes, Scott Skrycki (in his absence)

D.2. The Bartlett Zoning Ordinance does not expressly create the office of Zoning Administrator, but states that the Board designates them.

a. Board of Trustees of Zoning Administrator, Roberta Grill

MOTION

1. I move to Consent to the Appointment of each of the Officers as made by the Village President

2. I move to Designate Roberta Grill as Zoning Administrator

Agenda Item Executive Summary

Item Name	Professional Services Agreement Bryan E. Mraz & Associates, P.C.	Committee or Board	Board

BUDGET IMPACT			
Amount:	$250,000	*Budgeted*	$250,000
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Bryan Mraz. There are no increases in hourly rates charged. The terms of the agreement are the same as those approved in the past.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo

Resolution

Agreement

ACTION REQUESTED

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

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

Staff:	Todd Dowden, Finance Director	Date:	April 27, 2020

Village of Bartlett
Finance Department Memo
2020-08

DATE: April 27, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement Bryan E. Mraz and Associates (Village Attorney)

Attached is the proposed professional services agreement for fiscal year 2020/21 for Bryan E. Mraz and Associates (Village Attorney). There are no increases in hourly rates charged. The terms of the agreement are the same as those approved in the past.

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BRYAN E. MRAZ & ASSOCIATES, P.C.

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 Professional Service Agreement dated May 1, 2020, between Bryan E. Mraz & Associates, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior 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 Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 5, 2020

APPROVED: May 5, 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 May 5, 2020, and approved on May 5, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2070 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

April 2, 2020

President and Board of Trustees
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: Professional Services Agreement for Fiscal Year 2020-2021

Dear President Wallace and Board of Trustees:

Enclosed please find a Professional Service Agreement between the undersigned as Village Attorney and the Village of Bartlett for the fiscal year 2020-2021.

I am not proposing any increases in the hourly rates charged by my firm for the upcoming fiscal year, and all other terms of the Agreement are the same as those approved in the past.

Very truly yours,

Bryan E. Mraz

BEM/amk
enclosure

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois, as of May 1, 2020, by and between the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW OFFICES OF BRYAN E. MRAZ & ASSOCIATES, P.C., 111 East Irving Park Road, Roselle, Illinois, 60172 (the "Attorneys" or the "Firm").

W I T N E S S E T H:

WHEREAS, the Village has appointed Bryan E. Mraz as its Village Attorney and said attorney is a principal in the Firm; and

WHEREAS, the Village desires to engage the services of the Attorneys to furnish legal services to the President and Board of Trustees of the Village, and the Attorneys are willing to furnish legal services to the President and Board of Trustees of the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services

The Attorneys agree to furnish to the Village in a competent and professional manner those legal services customarily provided by village attorneys, including, without limitation, attendance at regular Village Board meetings and those special Village Board meetings and committee meetings which the Attorney is requested to attend, attendance at such Zoning Board and Plan Commission meetings as the Attorney is requested to attend, consultation with the Village President and Trustees, consultation with the Village Administrator and staff members, drafting of ordinances, agreements and other documents, and handling of litigation, including administrative hearings as assigned by the Village, and such duties as are imposed upon the Village Attorney under the Village Municipal Code.

2. Changes.

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village and the Attorneys, shall be incorporated in written amendments to this Agreement.

3. Compensation. It is agreed that the Village will pay for the legal services of Bryan E. Mraz ("BEM"), principal of the Firm, and any associate of the Firm, at the following hourly rates:

Description of Work	Hourly Rates BEM	Hourly Rates Associate
For attendance at Village Board and Committee meetings and staff meetings in person (or electronically during the Covid-19 pandemic), drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	$200.00	$170.00
For court appearances in ordinary matters:	200.00	170.00
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	195.00	170.00
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	210.00	170.00
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	240.00	170.00
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	210.00	170.00
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows: $0 - $1,000,000: $10,000 $1,000,001 - $5,000,000: $12,500 plus .25% of the amount over $1,000,000 $5,000,001 - $10,000,000: $15,000 plus .15% of the amount over $5,000,000 $10,000,000: 0 plus .20% of the amount over $10,000,000.	240.00	170.00

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel ($0.29 per mile for automobile), reproduction, copying, courier services, subcontractors, etc.

4. Method of Payment.

The Attorneys shall submit a detailed invoice specifying the time spent by each attorney in the Firm on various projects for the Village and a summary of all Additional Expenses during the current billing period.

5. Billing Disputes.

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that the attorney or attorneys responsible for the work or bill that is being questioned to be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

6. Time of Performance.

The services of the attorney will begin May 1, 2020, and shall continue through April 30, 2021, unless sooner terminated by either party.

7. Termination.

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property, provided it pays for the cost of copying said documents and furnishes a copy thereof to the Attorneys.

8. Insurance.

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	$2,000,000.00
Product-Completed Operation	2,000,000.00
Each Occurrence Limit	1,000,000.00
Medical Expense Limit	5,000.00
Fire Damage (any one fire)	50,000.00

Business Automobile

Combined Single Limits (each accident)	$1,000,000.00
Auto Medical Payments	5,000.00
Uninsured Motorist	1,000,000.00

Professional Liability

Each Claim	$500,000.00
Aggregate	500,000.00

The Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect within ten (10) days of a request for such documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF BARTLETT

By:_____
Kevin Wallace,
Village President

Attest:

_____
Lorna Giless, Village Clerk

BRYAN E. MRAZ & ASSOCIATES, P.C.

By:_____
Bryan E. Mraz

Agenda Item Executive Summary

Item Name	Professional Services Agreement Law Offices of Robert J. Krupp, P.C.	Committee or Board	Board

BUDGET IMPACT			
Amount:	$25,800	*Budgeted*	$25,800
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Robert Krupp. There is no rate increase proposed.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo

Resolution

Agreement

ACTION REQUESTED

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

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Staff: Todd Dowden, Finance Director Date: April 27, 2020

Village of Bartlett
Finance Department Memo
2020-09

DATE: April 27, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2020/21 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services.

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2020- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.

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 Professional Service Agreement dated May 1, 2020 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior 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 Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 5, 2020

APPROVED: May 5, 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- -R enacted on May 5, 2020, and approved on May 5, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2020, by and between the **VILLAGE OF BARTLETT,** Cook, DuPage and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the LAW OFFICES OF ROBERT J. KRUPP, P.C. to furnish legal services to the Village, and

WHEREAS, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation.**

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

a. Krupp will prosecute traffic and minor ordinance violations on two Court days each month, as these court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.

b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two court days each month, the Firm will be paid $22,200.00 per year.

c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of pleadings and witnesses, and research, the Firm will be paid at the rate of $150.00 per hour in-court time and for out-of-court legal services. Travel time will be

compensated at a rate of $25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. **Changes.**

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment.**

The Firm shall be paid $925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. **Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance.**

The services of the attorneys will begin May 1, 2020, and shall continue through April 30, 2021, unless sooner terminated by either party.

6. **Termination.**

Either party shall have the right to terminate this Agreement by written notice to the

other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance.**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	$1,000,000
Product-Completed Operation	$1,000,000
Each Occurrence Limit	$ 500,000
Personal and Advertising Injury Limit	$ 500,000
Medical Expense Limit	$ 5,000
Fire Damage, Any one Fire	$ 50,000

Business Automobile

Combined Single Limits (each accident)	$ 500,000
Auto Medical Payments	$ 5,000
Uninsured Motorist – Combined Single Limits	$ 500,000

Professional Liability

Each Claim	$ 500,000
Aggregate	$ 500,000

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ices) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____

Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giless, Village Clerk

LAW OFFICES OF ROBERT J. KRUPP, P.C.

By: _____

Robert J. Krupp

Agenda Item Executive Summary

Item Name	Professional Services Agreement Law Firm of Storino, Ramello & Durkin	Committee or Board	Board

BUDGET IMPACT			
Amount:	$10,000	*Budgeted*	$10,000
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Thomas Bastian. There is no increase in the hourly rate charged.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo

Resolution

Agreement

ACTION REQUESTED

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

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

Staff: Todd Dowden, Finance Director Date: April 27, 2020

Village of Bartlett
Finance Department Memo
2020-10

DATE: April 27, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Firm of Storino, Ramello & Durkin

Attached is the proposed professional services agreement for fiscal year 2020/21 for Thomas M. Bastian, Storino, Ramello & Durkin (Administrative Hearing Officer). Mr. Bastian acts as the Village's Administrative Hearing Officer and presides at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no increase in the hourly rate charged.

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

RESOLUTION 2020- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE LAW FIRM OF STORINO, RAMELLO & DURKIN

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 Professional Service Agreement dated May 1, 2020, between the Law Firm of Storino, Ramello & Durkin and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior 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 Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 5, 2020

APPROVED: May 5, 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- -R enacted on May 5, 2020, and approved on May 5, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE

ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA M. WOLF
MATTHEW G. HOLMES
MICHAEL R. DURKIN
THOMAS J. HALLERAN
ADAM R. DURKIN

JOSEPH G. KUSPER
ANGELO F. DEL MARTO
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER

OF COUNSEL

April 6, 2020

IN REPLY REFER TO FILE NO.

BARTL-1

Ms. Lorna Giless
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: 2020 Professional Services Agreement – Administrative Hearing Officer

Dear Lorna:

Enclosed herewith please find two (2) original executed 2020 Professional Services Agreement regarding our services as administrative hearing officer for the Village of Bartlett. Please forward one (1) executed agreement to my attention.

As always, we thank the Village for its continued support.

Very truly yours,

STORINO, RAMELLO & DURKIN

/s/ Thomas M. Bastian

TMB/cid
Encls.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois this 1st day of May, 2020, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW FIRM OF STORINO, RAMELLO & DURKIN (the "Attorneys" or the "Firm").

W I T N E S S E T H:

WHEREAS, the Village desires to engage the services of STORINO, RAMELLO & DURKIN, and in particular, Attorney THOMAS M. BASTIAN ("Bastian") of the LAW FIRM OF STORINO, RAMELLO & DURKIN, to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bastian and the Firm are willing to furnish said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

Bastian and the Firm agree to furnish the following services to the Village in a competent and professional manner:

a. Bastian and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Firm's office located in Rosemont, Illinois to the Village, extraordinary preparation time and preparation

of additional Findings of Fact and Orders will be billed at the following rate of $150.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bastian or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bastian be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 1, 2020, and shall continue through April 30, 2021, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bastian or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Workers' Compensation and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability	
General Aggregate Limit	$2,000,000.00
Product-Completed Operation	$2,000,000.00
Each Occurrence Limit	$ 500,000.00
Medical Expense Limit	$ 5,000.00
Fire Damage, Any one Fire	$ 50,000.00
Employers Non-Owned Auto Liability	
Combined Single Limits (each accident)	$ 500,000.00
Professional Liability	
Each Claim	$5,000,000.00
Aggregate	$5,000,000.00

Workers' Compensation

Each Claim	$ 500,000.00
Aggregate	$ 500,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By:_____
Kevin Wallace
Village President

Attest:

By:_____
Lorna Giless
Village Clerk

LAW OFFICES OF STORINO, RAMELLO & DURKIN

By:_____
Thomas M. Bastian

Agenda Item Executive Summary

Item Name	Bartlett Veterans Memorial Foundation	Committee or Board	Board

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

EXECUTIVE SUMMARY

Attached is an amendment to the Bartlett Veterans Memorial Foundation "BVMF" to extend the original ten-year agreement beginning June 15, 2010, another two years, making the new expiration date ending June 30, 2022. The extension is allowed for in the original agreement and requested by the BVMF in order to make the final improvements to the property.

ATTACHMENTS (PLEASE LIST)

Staff memo dated April 27, 2020

Resolution

First Amendment to License Agreement

ACTION REQUESTED

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

MOTION: I move to approve Resolution 2020- _____ a Resolution approving of the first amendment to license agreement between the Village of Bartlett and the Bartlett Veterans Memorial Foundation.

Staff: Scott Skrycki, Assistant Village Administrator Date: 04/27/20

Memorandum

To: Paula Schumacher, Village Administrator

From: Scott Skrycki, Assistant Village Administrator

Date: April 27, 2020

Re: Bartlett Veterans Memorial Foundation

Attached is the First Amendment to a License Agreement that grants the Bartlett Veteran's Memorial Foundation "BVMF" to extend the original License Agreement made on June 15, 2010 between the Village and BVMF. The original agreement allowed for BVMF to construct a veteran's memorial on the Village land and lease the property for a 10-year period set to expire June 30, 2020.

The original license agreement allowed for the option to renew the license for a set period of time if both parties agreed. The first phase of the memorial improvements is nearly complete, but the BVMF has requested a two-year extension to the agreement in order to allow for the final improvements to be made. Upon approval, the License Agreement will be extended to June 30, 2022.

Motion

I move to approve Resolution 2020- _____ a Resolution approving of the first amendment to license agreement between the Village of Bartlett and the Bartlett Veterans Memorial Foundation.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING OF THE FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE BARTLETT VETERAN'S MEMORIAL FOUNDATION

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 First Amendment to License Agreement dated May 5, 2020 between the Village of Bartlett and the Bartlett Veteran's Memorial Foundation (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

SECTION FOUR: **REPEAL OF PRIOR RESOLUTIONS.** All prior 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 Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 5, 2020

APPROVED: May 5, 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 May 5, 2020, and approved on May 5, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT to License Agreement ("First Amendment") is made and entered this 5th day of May, 2020, to amend and extend that certain License Agreement made and entered on June 15, 2010 (the "License Agreement") by and between the Village of Bartlett (the "Village") and the Bartlett Veterans Memorial Foundation ("BVMF").

RECITALS:

WHEREAS, under the terms of the License Agreement, the Village granted a non-exclusive license to BVMF to construct and install veterans memorial monuments, statutes, structures and other improvements in accordance with an approved Master Plan, Landscape Plan, and Phasing Plan (the "Memorial Improvements") on property owned by the Village which is located at the southwest corner of Stearns Road and South Bartlett Road legally described in the License Agreement (the "Premises"); and

WHEREAS, the original term of the License Agreement expires June 30, 2020, but said License Agreement provided the parties with the option to renew the license for such additional periods of time and upon such other conditions as may be mutually agreeable; and

WHEREAS, BVMF has completed or nearly completed the first phase of the Memorial Improvements, but BVMF has requested a two year extension of the License Agreement for its Board of Directors to complete plans for its final additional improvements to the memorial site Premises and then to complete those improvements, and the Village is willing to grant the BVMF the requested extension to determine and complete those additional improvements;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The License Agreement is hereby amended to extend the Term for a two (2) year period, which extended term shall commence on July 1, 2020 and expire on June 30, 2022 (the "First Extended Term").

2. All other terms and conditions set forth in the License Agreement shall remain in full force and effect throughout the balance of the Term, and throughout the First Extended Term, except for those certain obligations that extend beyond the end of the Term, shall now extend beyond the end of the First Extended Term, including BVMF's Indemnification Obligations, BVMF's Insurance obligations, and BVMF's obligations under any performance and payment bonds as to any loss, cost, damage, expense, liability, bodily injury, or property damage that arises out of any neglect by BVMF or those contractors or individuals it hires to perform any of the Memorial Improvements, or the failure to pay for any labor performed or materials furnished during the Term or the First Extended Term.

VILLAGE OF BARTLETT	BARTLETT VETERANS MEMORIAL FOUNDATION
By:_____	By:_____
Kevin Wallace, President	President
Attest:	Attest:
_____	_____
Lorna Giless, Village Clerk	Secretary

Agenda Item Executive Summary

Item Name	Heritage Oaks Tree Preservation Tree Removal	Committee or Board	Board

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

EXECUTIVE SUMMARY

A request to allow for the removal of two (2) dangerous trees in the Heritage Oaks Tree Preservation Easement at 321 S. Hickory Avenue.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, photo of dead trees, location map.

ACTION REQUESTED

- ☐ For Discussion only
- ☒ Resolution: Move to approve Resolution #2020-_____A Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 321 S. Hickory Avenue.
- ☐ Ordinance
- ☐ Motion

Staff: Sarah Christensen, Village Forester Date: 4/21/2020

PUBLIC WORKS

Memo

To:	Daniel Dinges, Director of Public Works
From:	Sarah Christensen, Village Forester
Subject:	Heritage Oaks - Removal of dangerous trees at 321 S Hickory Avenue
Date:	April 21, 2020

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

Nicole Tymann, the owner of 321 S. Hickory Avenue, has two (2) dying trees within the Tree Preservation easement on her lot. She is requesting permission to remove the dangerous trees located within the fifty (50) foot Tree Preservation Easement. I inspected the trees on April 17, 2020 and determined that both trees represent a hazard to the property and should be removed as soon as possible (see attached pictures).

Mrs. Tymann has submitted a letter of request to remove the trees (see attached). Also, attached for your review are pictures of the dead trees, a map showing the location of the subdivision lot, and a resolution for the Village Board to vote upon.

RESOLUTION 2020-

A RESOLUTION APPROVING THE REMOVAL OF DANGEROUS TREES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 321 S. HICKORY AVE.

WHEREAS, Nicole Tymann (the "Owner") of the property at 321 S. Hickory Avenue (the "Property") has petitioned the Village of Bartlett to allow for the removal of two (2) hazardous trees within the recorded Tree Preservation Easement on the Property, and

WHEREAS, the Village Forester has inspected the trees on the property and found that the trees are dangerous and has recommended its removal in the interest of public health, safety and welfare.

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: That in the interest of the public health, safety and welfare the dead trees located in the Tree Preservation Easement on Lot 34 in the Heritage Oaks Subdivision, 321 S. Hickory Avenue may be removed by the owner or their contractor.

SECTION TWO: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if 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 THREE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and

effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 5th day of May, 2020

APPROVED this 5th day of May, 2020

_____

Kevin Wallace, Village President

ATTEST:

_____

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, 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 May 5, 2020 and approved on May 5, 2020 as the same appears from the official records of the Village of Bartlett.

_____

Lorna Giless, Village Clerk

To: Sarah Perry; The Village of Bartlett
From: Tymann Residence; 321 South Hickory Avenue, Bartlett, IL 60103
Date: April 21, 2020
Regarding: Tree Removal

Dear Sarah and The Village of Bartlett,

Thank you for visiting our residence last week to inspect the trees on our property. As discussed, we have several large trees in our backyard that are part of an easement designed for preservation. Each of the trees have died and are beginning to rot and fall apart. We are prepared to remove the trees based on your approval.

We have three kids and the neighborhood is full of children that are often playing outside. The large trees present a safety hazard to those on the property, and the property itself.

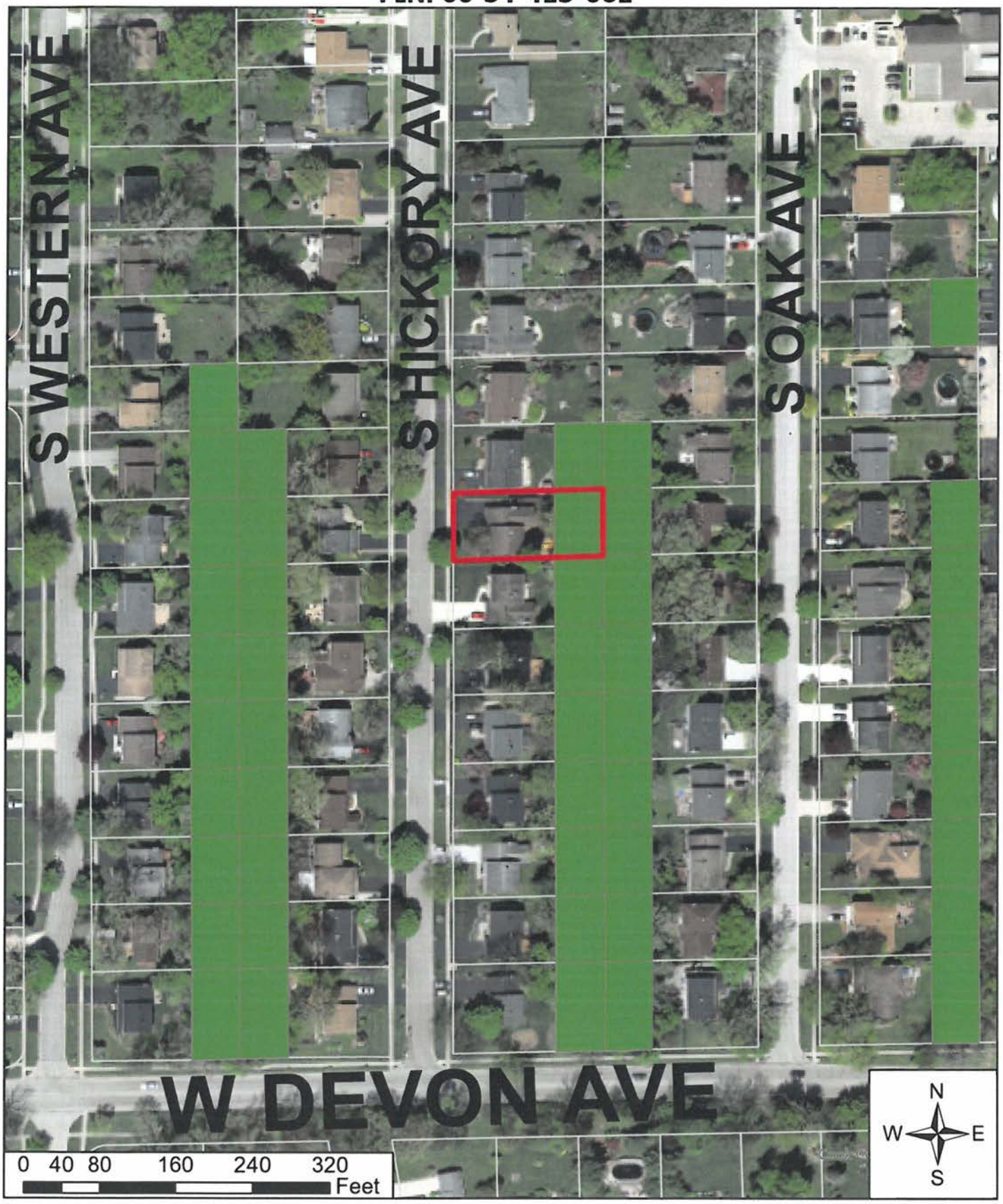
Please advise as we are prepared to move with urgency to remove the trees.

Thank you again for your help,

Nicole Tymann
ntymann@gmail.com
630-379-6537

LOCATION MAP

321 S. Hickory Ave.
PIN: 06-34-413-061



Agenda Item Executive Summary

Item Name	Apple Orchard Pump Station Upgrade Project Award	Committee or Board	Board

BUDGET IMPACT			
Amount:	$745,645	*Budgeted*	Yes
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

On April 8, 2020 a Notice to Bidders was published in The Examiner and on the Village website, soliciting bids for the Apple Orchard Pump Station Upgrade Project. This project was discussed and approved for FY 2019-20 and again in FY 20/21 by the Board during the Capital Budget process to improve this large lift station. The project consists of the reconfiguration of the existing wet-well with a new concrete well, two (2) new submersible pumps, ductile iron piping, pump controls, new valve and flow meter vaults and odor control. The project originally went out to bid in September, 2019, but the Village Board initially rejected the bids due to the bids being higher than projected. Staff reviewed the previous bids, spoke with the contractors and planned for a solution to help alleviate some of the contractor concerns of handling the bypass pumping. Village Staff implemented the changes into the specifications and went out to bid with a bid opening on April 22, 2020 at 10:00 AM. Ten (10) bid packets were distributed by prospective bidders. Three (3) packets were returned. A bid tab sheet is attached for review.

The three (3) bids ranged from $745,645 to $827,428. The low bid during this re-bid was approximately $78,500 lower than the previous low bid of $824,145 when the project was bid in the Fall. The Village had budgeted $1,000,000 for the estimated cost of the project in the 2020/21 budget. The low bid was submitted by John Neri Construction Company, Inc. who was also the low bidder in the Fall of 2019. The Contractor has extensive references and experience constructing similar projects.

As part of our ongoing review of capital spending, this project was evaluated for costs and where it falls on the community safety spectrum. This lift station takes flow from Brewster Creek, Lake in the Hills, and Campanelli lift stations. If it goes down we have major concerns for backups. There is currently only 1 pump functioning so this project needs to get done as soon as possible.

Based upon the bids submitted and concerns above, Staff recommends awarding the Apple Orchard Pump Station Upgrade Project to John Neri Construction Company, Inc.

ATTACHMENTS (PLEASE LIST)

Memo

Bid Tab

Resolution

Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: **MOTION TO APPROVE RESOLUTION # 2020-_____, A RESOLUTION APPROVING THE APPLE ORCHARD PUMP STATION UPGRADE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JOHN NERI CONSTRUCTION COMPANY, INC. OF ADDISON, ILLINOIS.**

Staff:	Dan Dinges, Director of Public Works	Date:	4/27/2020

20-08

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Dan Dinges, Director of Public Works
Subject:	**Apple Orchard Pump Station Upgrade Project Award**
Date:	April 27, 2020

On April 8, 2020 a Notice to Bidders was published in The Examiner and on the Village website, soliciting bids for the Apple Orchard Pump Station Upgrade Project. This project was discussed and approved for FY 2019-20 and again in FY 20/21 by the Board during the Capital Budget process to improve this large lift station. The project consists of the reconfiguration of the existing wet-well with a new concrete well, two (2) new submersible pumps, ductile iron piping, pump controls, new valve and flow meter vaults and odor control. The project originally went out to bid in September, 2019, but the Village Board initially rejected the bids due to the bids being higher than projected. Staff reviewed the previous bids, spoke with the contractors and planned for a solution to help alleviate some of the contractor concerns of handling the bypass pumping. Village Staff implemented the changes into the specifications and went out to bid with a bid opening on April 22, 2020 at 10:00 AM. Ten (10) bid packets were distributed by prospective bidders. Three (3) packets were returned. A bid tab sheet is attached for review

The three (3) bids ranged from $745,645 to $827,428. The low bid during this re-bid was approximately $78,500 lower than the previous low bid of $824,145. The Village had budgeted $1,000,000 for the estimated cost of the project in the 2020/21 budget. The low bid was submitted by John Neri Construction Company, Inc. who was also the low bidder in the Fall of 2019. The Contractor has extensive references and experience constructing similar projects.

RECOMMENDATION

Based upon the bids submitted, Staff recommends awarding the Apple Orchard Pump Station Upgrade Project to John Neri Construction Company, Inc.

Motion

MOTION TO APPROVE RESOLUTION # 2020-_____, A RESOLUTION APPROVING THE APPLE ORCHARD PUMP STATION UPGRADE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JOHN NERI CONSTRUCTION COMPANY, INC. OF ADDISON, ILLINOIS.

Tji/attachments

VILLAGE OF BARTLETT

Apple Orchard Pump Station Upgrade

BID TABULATION

4/22/2020 @ 10:00 AM

Item No.	Items	Unit	Quantity	**John Neri Construction Co., Inc.**	Martam Construction, Inc.	Bear Construction
				Total	Total	Total
1	Upgrading Pump Station		1	**$745,645.00**	$768,153.00	$827,428.00
	TOTAL			**$745,645.00**	$768,153.00	$827,428.00

RESOLUTION 2020-____- R

A RESOLUTION APPROVING THE APPLE ORCHARD PUMP STATION UPGRADE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JOHN NERI CONSTRUCTION COMPANY, INC.

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: The bid for the Village's Apple Orchard Pump Station Upgrade (the "Project Work") in the amount of $745,645, as set forth on the bid proposal for attached hereto and incorporated herein, is hereby awarded to John Neri Construction Company, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Apple Orchard Pump Station Upgrade Agreement dated May 5, 2020 between John Neri Construction Company, Inc. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2020

APPROVED: May 7, 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-____-R enacted on May 7, 2020 and approved on May 7, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

APPLE ORCHARD PUMP STATION UPGRADE
PROJECT AGREEMENT

This Water Main Replacement Project Agreement (the "Agreement") is entered this 5th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and John Neri Construction Co. Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.
The proposed work includes, but is not limited to; Furnishing of materials, labor and equipment to provide an existing lift station upgrade, which includes reconfigured existing Wet well with new reinforced concrete Wet well risers, top slab with access hatches, two (2) new submersible pumps, ductile iron piping, related hardware and appurtenances and new above-grade pump controls, new reinforced concrete valve vault and new reinforced concrete vault with a magnetic flow-meter. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 15, 2020.

A. Payment Procedure. The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including

but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than $1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than $5,000,000 each occurrence and $5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance

company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;

ii. failing to review any Certificates of Insurance received;

iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or

iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered

through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

I. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least $40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the

Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.
Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the

Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of $10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than $10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all

necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work

sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:	John Neri Construction Co. Inc.
By: _____ Kevin Wallace Village President	By: _____ Title: _____
Attest:	Attest:
By: _____ Lorna Giless, Village Clerk	_____ Title: _____
Date:_____	Date:_____