

6:00 PM START – a5 Branding + Digital Discussion

VILLAGE OF BARTLETT

COMMITTEE AGENDA

OCTOBER 3, 2023

BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. YLM Logistics – BCBP Lot 22B
2. Thoroughfare Plan Presentation

FINANCE COMMITTEE, CHAIRMAN LAPORTE

3. Proposed 2023 Property Tax Levy

PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

4. DuPage Water Commission Water Purchase and Sales Contract Extension

Memorandum

To: Village President and Board of Trustees
Paula Schumacher, Village Administrator

From: Scott Skrycki, Assistant Village Administrator

Date: 9/26/2023

Re: Branding

In the most recent strategic plan adopted by the village board, "Develop Community Branding" was included in the short-term complex category. Subsequently, a detailed RFP process was conducted, involving the evaluation of staff, the economic development commission, and ultimately the village board for approval. The consensus was to collaborate with a5 on a 3-year marketing plan and rollout, with the budget for the first year not exceeding \$25,000.

a5 has prepared a set of fundamental questions for the village board to consider as it continues to gather input from our community stakeholders:

1. What sets Bartlett apart and makes it special for residents, businesses, and visitors? What do you love most about Bartlett?
2. Over the past five years, what are the two or three most significant achievements?
3. What steps should be taken to make Bartlett even more distinctive and special in the future?
4. Can you identify other communities that excel in telling their stories, and what makes them successful?
5. When it comes to measuring success, what metrics are of the utmost importance to you?

Since receiving the board's approval, our staff has been actively working with a5 to introduce them to the community. This introduction began with a tour, participation in National Night Out, and the preparation of a survey that a5 will distribute with support from the village. a5 has also initiated a direct stakeholder engagement campaign, including a productive roundtable discussion with the Economic Development Commission on September 9th (meeting minutes are attached).

a5 intends to continue engaging with stakeholders, which includes meetings with various village staff members, religious groups, more members of the business community, and enhanced connectivity with our residents at various events and through a community survey. The survey would complement the in-house survey the village did last year.

Going forward, after completing its analysis and data collection, a5 plans to roll out the brand in 2024. Within this branding campaign, the village aims to achieve several goals, each with defined

indicators for measurement. Here are some of the potential goals, along with their associated measurement indicators:

1. Increase public awareness and community education regarding village programs and services.
 - Measure through survey reporting of increased awareness.
2. Strengthen civic pride and boost resident engagement.
 - Measure through increased engagement and growth in online followers.
3. Foster diversity and promote local investment.
 - Measure through issued permits, business licenses, and vacancy rates.
4. Establish a positive identity for Bartlett.
 - Measure through survey responses regarding the quality of life and economic development.
5. Consistently promote positive information about people, places, activities, and accomplishments within the village.
 - Measure through the production and distribution of campaign materials.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

1. CALL TO ORDER

Commissioner Kubaszko called the regular meeting of September 11th, 2023, of the Economic Development Commission (EDC) of the Village of Bartlett to order on the above date at 7:00 PM

2. ROLL CALL

PRESENT: Commissioners Densford, Erickson, Gorski, Gudenkauf, Kubaszko, Lewensky, Suffern

ABSENT: Commissioner Perri

ALSO PRESENT: Economic Development Coordinator Tony Fradin, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, John Harris President of a5

3. APPROVAL OF AUGUST 14, 2023, MEETING MINUTES

Commissioner Erickson moved to approve the August 14th, 2023, meeting minutes, seconded by Commissioner Densford.

ROLL CALL VOTE

AYES: Commissioners Densford, Erickson, Gorski, Gudenkauf, Lewensky, Suffern

NAYS: None

ABSENT: Commissioner Perri

MOTION CARRIED

4. PUBLIC COMMENT

NONE

5. Branding Discussion

Mr. Skrycki stated that this branding discussion arose from the strategic planning of the village board, which encompasses 26 different tenants. It's an integral part of our strategic plan, as you've seen in Mr. Harris's presentation. Many communities find significant benefits in branding discussions. To be candid, when I first started working here, I was skeptical about such meetings. However, looking back a decade, those discussions revolved around car dealerships, downtown grocery stores, and maintaining the safety provided by our nationally recognized police department. It's these discussions and



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

individuals like yourselves that help shape the village's future. We appreciate your presence here, and now I'll hand it over to Mr. Harris

Mr. Harris began the meeting by expressing his gratitude to all attendees, stating, "Thank you all for doing this. It's an honor and pleasure to be working here in the Village of Bartlett, and I'm grateful to be with you tonight." He mentioned that one of his teammates, Matt Robbie, was absent because he needed to sign a lease in Valparaiso for his son, who is going to school there.

Mr. Harris highlighted the importance of the meeting, emphasizing their intent to listen to the community and the board. He described the focus of the meeting as being on economic development and the creation of a brand campaign for Bartlett.

He acknowledged that economic development encompasses both attraction and retention and stressed the long-term impact of their decisions. Mr. Harris recognized the existing strengths of Bartlett and its opportunities for growth, such as the new TIF and development opportunities.

The key points to be addressed during the meeting were outlined:

1. Defining economic development and how a brand campaign can support it.
2. Strategies for retaining current residents and attracting new ones.
3. Building a stronger sense of community.
4. Addressing potential divides within the community.
5. Welcoming and integrating new demographics into Bartlett.

Mr. Harris highlighted the importance of crafting Bartlett's narrative and story through the brand campaign. He emphasized the significance of controlling the narrative to avoid others shaping Bartlett's image.

He also mentioned the need to establish measurable success criteria, including both soft metrics (e.g., website traffic, social media engagement) and hard metrics (e.g., population growth, sales tax revenue). Mr. Harris clarified that these metrics are part of the broader strategic plan and should align with it.

In conclusion, Mr. Harris invited questions, comments, and concerns from the attendees before proceeding with the discussion.

Commissioner Suffern stated that he is happy to hear that. You're coming to the public and business community. The fact that you are looking for feedback is encouraging.

Mr. Harris stated yes, one of the key aspects we need to focus on is gathering feedback from all of you, as well as a diverse cross-section of our community. We can send emails and attend events, but a significant part of our approach will involve meeting people where they are in the community and listening to what makes Bartlett special and unique to



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

them. Now, another important aspect to note is the budget, which spans over a three-year period. Typically, we work on a project for one year and then move on, but in this case, it's divided into phases. To ensure it aligns with the village's needs, we're starting with engagement this fall, followed by campaign creation in the winter, and finally rolling it out in the spring. This will extend into the next fiscal year, which is crucial for our timeline. Does that make sense? Great. Before I delve into the details, let me ask a simple question to each of you. Do all of you live in Bartlett? Let's go around the table and briefly share what initially brought you to Bartlett. It doesn't have to be a lengthy answer, but what was the reason that led you here?

Mr. Fradin stated that he does not live in the town but has been working for the town for 18 years. When I first considered my options, I had other communities to choose from. What drew me to Bartlett, specifically, was the downtown area. Many neighboring communities lack this feature, but Bartlett's traditional downtown has the potential for success, especially around the train station. As you mentioned, not a lengthy answer, but it was the downtown area that caught my attention in the village.

Commissioner Gudenkauf stated that in all honesty, I initially lived in Carol Stream, and I learned about a job opportunity here in Bartlett through my work connections in Carol Stream. I was living just two minutes from Bartlett's border, and prior to that, my only exposure to Bartlett was when I attended classes at Banbury Fair. However, over the past eight years of being part of this community, I've become incredibly impressed. The people are friendly, it's a safe place, and the village goes out of its way to support businesses. Whenever we've interacted with the police or any other aspect of the village, they've been approachable, helpful, and friendly. I can't praise Bartlett enough now, despite not having it on my radar before. It's a fantastic town, and that's not just because of my involvement with the chamber; it genuinely is a great place to be.

Mr. Skrycki stated that he has been with the village for over 20 years, working at village hall for 15 of those, and I've lived in Bartlett on and off for about 25 years. Currently, I reside in a different community, but I can imagine returning here at some point. Truth be told, my parents brought me here, so I didn't initially choose to live in Bartlett. I was born and raised here, and one thing I deeply appreciate about this community, which is unfortunately increasingly rare these days, is the sense of safety. Parents can allow their children to ride bikes through town, and that's a testament to our excellent police department. Similar to what Tony mentioned, I have a genuine fondness for our downtown area. It's quite exciting to have been a resident for so long and now work here, witnessing the substantial growth that has occurred. Sometimes it may not seem quick enough for some, but when you look back a decade, the transformation of Bartlett is truly remarkable. I like to describe it as mature, methodical growth, and it's a pleasure to contribute to it. I feel fortunate and genuinely love Bartlett. I'm eagerly looking forward to what the future holds for our community.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Commissioner Erickson stated that she grew up in Wisconsin, and her ex-husband had a job in Chicago, commuting from Kenosha. We knew we wanted to move closer to the city, but we weren't sure where. We were renting an apartment for \$1,800 a month in 1990, and that pushed us to find a house quickly. We were building a house in Elgin, but I wasn't happy with the location we had chosen. One day, as we were leaving, we saw a billboard for Westridge in Bartlett on Route 59, on the other side of town. There's a bit of a divide in Bartlett, and you can't easily get from one side to the other on bicycles. So, I saw the billboard and told my husband, "We're building a house already," but we had a two-week window to back out. We ended up backing out and building our house in Westridge. When we pulled into Westridge, I thought, "This is where we're going to settle."

Commissioner Densford stated I grew up in Carol Stream, and before I got married, my wife and I purchased a house there. However, the housing market crashed shortly after our marriage, so we decided to look for an affordable house. That's when we stumbled upon Bartlett. At the time, my wife didn't know much about Bartlett, and I had similar experiences when I worked in Naperville. People often thought Bartlett was Barrington, which led to confusion.

Now, I have a genuine appreciation for this town. It's like a hidden gem that many overlook as they drive down Route 59. I used to hear stories about Bartlett being a town for "the rich kids," but now that I live here, I find it to be an amazing community. I'm actively involved in coaching sports, and I might be one of the few on this committee with young children, alongside Adam. I hear a lot from families looking to move or upgrade their homes, and they all want to stay here. In our household, we joke that when we decide to move, it's because we want to change our status from one house to another within Bartlett.

The sense of community here is undeniable. I consider myself the town barber—I'm around, I know what's happening, and I see people walking up and down Bartlett Road. I coach wrestling and baseball, and it's incredible how tight knit the community is. We talk about local businesses like the Venezuelan restaurant and Boss's Signature, and it's all interconnected. It's not just six degrees of separation; it's more like two degrees, like the Kevin Bacon game. Bartlett is a small community within a larger town, and there's a unique joy and connection that we've found here.

Commissioner Gorski stated that he moved down here in 1991. My wife is from the city, and I moved to the city when I was in high school. When we came back out to the suburbs, we were kind of in the Villa Park area. We had a townhouse and were looking to find a single-family home as our family started growing. We considered Glendale Heights, but it was unaffordable. Our agent showed us a house in the Apple Orchard subdivision, offering more space and land for the money. That's what convinced us to move here – affordability. Interestingly, as our kids entered the school system, they qualified for the gifted program, and that was a big plus. It gave us confidence in the school system, which isn't the norm for everyone.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Mr. Harris inquired about the current state of the schools.

Commissioner Erickson responded that she only had dogs and wasn't sure if she would send her children to the U-46 schools.

Mr. Skrycki shared that the Bartlett schools are highly rated and addressed the previous stigma surrounding the district.

Commissioner Densford talked about the school district's issues, including school boundary lines, and how some kids don't attend Bartlett High School despite living in Bartlett.

Commissioner Gorski mentioned his past battles with the school system but expressed satisfaction with his kids having gone through the gifted program.

Mr. Skrycki explained that Bartlett High School was built in 1998, improving the educational landscape.

Commissioner Erickson praised the school's athletic facilities.

Commissioner Gorski discussed his reasons for staying, which included the desire to be near grandkids. He emphasized his strong community ties due to coaching sports and being actively involved in various town activities.

Commissioner Kubaszko stated that he was born and raised in Chicago and served in the army before returning from Germany. In 1972, my wife and I decided to start a family, and that's when we bought a new home in Bartlett, mainly because of its convenient train access to Franklin Park, where I worked in engineering. Five years later, we purchased a newer house in a different part of Bartlett, specifically DuPage. We chose Bartlett due to its affordable housing options and the ease of commuting. What really kept us in Bartlett was our genuine fondness for the community. Back then, the population was just under 4,000, and it had that small, friendly atmosphere we appreciated. Over the years, we watched Bartlett grow and change, but our attachment to the town and its sense of community remained strong.

Commissioner Suffern stated that his first job was in Arlington Heights. I'm originally from the south side of Chicago. After graduating, we stumbled upon newly opened apartments on Lake Street, known as Bartlett Lakes. They allowed dogs, and since we had two, it was a perfect fit. At the time, we didn't know much about Bartlett.

You were asking about my wife's career. She was a sales manager, and I was an epidemiologist. We decided to change our direction and shifted away from pursuing more money. We had saved up \$15,000, which we thought would give us a shot at something



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

new. Initially, I planned to return to the corporate world once that money was exhausted, but I found a new passion in marketing, particularly marketing to women. They respond well to how products are presented and priced, and I didn't want to go back to my old career.

We started our venture by renting the upstairs of Lucky Jack's bar, which is now where More Brewing is located. It was essentially a condemned apartment, but the owner gave us the keys, and we worked to bring it up to code. Two years later, we rented the basement of the same bar. However, when the building was sold to the first Illinois lottery winner, they informed us that we had to move when our lease was up. We didn't want to leave Bartlett but wanted to stay downtown. Across the street from the bar, there was a run-down house with high property taxes that no one else wanted, except for my wife and me. We bought that house in 1987.

Mr. Dienberg stated that he was in the NIU MPA program, and NIU arranged several internship interviews for us with different towns. I interviewed with Scott and our administrator, Paula, during my visit to Bartlett. I had a few different offers, including one in DeKalb, where I was already attending school. However, my wife was working in Hoffman Estates, and I enjoyed the small-town feel that Bartlett offered. So, I decided to choose Bartlett, I was fortunate enough to stay on full-time after my internship. Six years later, my wife and I recently moved back to our hometown, but we still make the choice to commute over an hour every day because of the strong sense of community that Bartlett provides and the great place it is to work.

Officer Anderson stated that she initially lived in Bartlett and then moved to apartment buildings on Taylor. Once I got hired, I bought a house in St. Charles, and I've been with this department for almost 18 years. I agree with pretty much everything everybody is saying, with the exception that if I leave, I'm leaving when I retire. Bartlett has a very small-town feel and a close-knit community. I was not in charge of the chair, but I was in charge of National Night Out for many years. We received positive feedback about how approachable we were at community events. The uniform might intimidate kids at first, but once they get to know us, it's different. Community events are significant for us, and we are nationally recognized for National Night Out because we know how to engage not only our community but others from outside.

Agencies from other departments asked to come to our National Night Out, and they keep asking us how we get so many people to attend without serving alcohol. Our NNO committee never serves alcohol because it's about community safety and inclusion. We even have a neighborhood watch for dog walkers. We want people in our town to feel safe and comfortable.

Commissioner Suffern stated that we're also engaged with the Halloween parade, with our police officers helping the kids. We do school supply drives, collect socks around



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

October, and engage in various activities to make our people feel included. Plus, our police department is CALEA certified, which is significant.

Commissioner Erickson stated that we are one of the few police departments with that accreditation. There are around 13 or so in Illinois.

Mr. Harris asked if I were sitting with people from Hanover Park, South Elgin, Carol Stream, or another nearby community, would they express the same sentiments?

Officer Anderson stated, "no", I think their criminal statistics are higher than ours because people value their things, their community, and their people here. People from outside sometimes try to infiltrate because they see the value here. We always encourage people to lock their car doors, not because they shouldn't trust their neighbors but because we don't live in a bubble. Criminal activity changes, but ours is still relatively good.

Mr. Harris asked if there are there are other communities within 20 or 30 miles where we might be having similar conversations? For example, does St. Charles or Geneva?

Mr. Fradin stated, yes, some of the river communities like Glen Ellyn might have a similar vibe. They have a more significant downtown area with more variety. The train situation is unfortunate here because it's not a pick-up and drop-off at the same location, which could deter some people.

Commissioner Suffern stated the central area of Bartlett has evolved, but it's still a small town with a strong sense of community.

Mr. Harris let's shift to some accomplishments of the Economic Development Committee (EDC) in the last five years. What have you worked on and what's been successful?

Mr. Fradin stated that the EDC created a grant program about five years ago called BEDA grants, which helps existing businesses upgrade and expand while attracting new businesses. Our vacancy rate is lower now, and we utilize grants, sales tax rebates, and property tax incentives to fill spaces and attract development.

Commissioner Gudenkauf stated that the church community in Bartlett is active, and the Village Church of Bartlett has an extravaganza where they give away 75,000 meals. It's a community event that shows our sense of community.

Commissioner Densford stated our festivals, like Oktoberfest, bring people together. We have something going on almost every month, and it gives Bartlett that small-town feel.

Commissioner Erickson stated that COVID brought the community together, with businesses supporting each other during the pandemic. It was a tough time, but we did our best to help each other.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Mr. Skrycki added that Bartlett's Brewster Creek Business Park has attracted numerous businesses and manufacturing companies. It's been a significant success for Bartlett.

Commissioner Gorski stated that the growth of the business park has been remarkable, and it's attracted a diverse range of businesses to Bartlett. It's a testament to good planning and execution.

Mr. Fradin stated the business park's success comes from good planning, development standards, and location. We've attracted major companies and provided a boost to the local economy.

Commissioner Suffern stated that our focus on not being intrusive to residents has also contributed to our success. The business park blends well with the community.

Mr. Harris agreed. It's impressive how Bartlett has grown while maintaining its sense of community and inclusiveness.

Mr. Harris asked over the last five years, what are some of the other initiatives you have focused on? Additionally, what are your current priorities and goals as the EDC for the next three to five years?

Commissioner Kubaszko stated we've spoken about maintaining the viability of our downtown. We are exploring ways to attract more people to our area, particularly through marketing efforts. The addition of more restaurants isn't hurting the others, they seem to be helping each other, especially on weekends. We've noticed an increase in families visiting, which is something we hadn't seen before.

Mr. Harris commented that it's great to see more families exploring the area. Do you think these efforts are drawing in more visitors from outside of our town?

Commissioner Kubaszko stated yes, we're working on raising awareness about our town in the surrounding areas, trying to attract more visitors from there. It seems that more breweries are doing similar promotions, making people more familiar with our area.

Commissioner Erickson added that we've noticed a shift in the younger demographic as well. Young adults who used to go to St. Charles are now staying in downtown Bartlett instead of going elsewhere.

Mr. Skrycki stated that he remembers when he was in his early 20s; he used to go elsewhere too. Bartlett wasn't a place for dates or spending evenings. But now, it's changing, thanks to the efforts of everyone involved.

Mr. Harris inquired where are these places that people go to now?



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Commissioner Gudenkauf stated that her son in Nashville even heard about 120 Live in Bartlett through his friends. It's interesting to see our town getting recognized in other places.

Mr. Harris stated that's great to hear about 120 Live. What other places have become popular in Bartlett recently?

Commissioner Gorski stated that his daughter and her high school friend recently visited downtown. They went to 120 Live, the bowling alley, and some other places. It seems like they had a great time just walking around.

Mr. Harris stated your daughter lives downtown, and walking is a common thing for her. Does her friend live nearby as well?

Commissioner Gorski responded that her friend lives in Denver, if it wasn't for downtown, they probably would have gone to St. Charles.

Mr. Harris stated it's clear that downtown is a focus for you all, with efforts to bring in more businesses and offer grants. What about the new TIF area? Have you discussed its potential impact on Bartlett?

Mr. Skrycki explained that we haven't had extensive discussions about the new TIF area yet. A TIF analysis was approved by the village board recently, so we'll be delving into it as time goes on.

Mr. Harris asked what opportunities do you see arising from the new TIF area for Bartlett?

Mr. Fradin elaborated that the proposed new TIF area along Lake Street presents a unique opportunity. Currently, it's a mix of properties, some undeveloped, others vacant or in disrepair. Lake Street is a busy corridor, and it's essential that it represents Bartlett better. We aim to redevelop the area, making it more vibrant and offering a mix of residential, commercial, and recreational options. Our goal is to revitalize this area, as it currently looks outdated compared to the rest of Bartlett.

Mr. Harris remarked that apartment buildings provide opportunities to attract new residents to town while also accommodating downsizing individuals. It's crucial to offer a mix of housing options, unlike some areas like Hanover Park, where there's limited diversity in housing. Bartlett has a significant number of single-family houses and apartments, but it's time to expand that type of housing. Is that the goal?

Mr. Fradin responded yes, it is. Currently, the majority of our housing is single-family, at around 70%. Apartments can cater to those looking to downsize and young adults who



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

can't afford single-family homes or townhomes. There's a demand for high-quality apartments in Bartlett, as evidenced by a 100% occupancy rate.

Mr. Harris asked when can we expect the TIF plan to be finalized?

Mr. Fradin answered that the TIF plan is still in its early stages. We're looking at early next year for its completion.

Mr. Harris continued that it's clear that commercial vacancies are low, so what's the campaign strategy? Retention has been mentioned, but how does the new TIF area fit into this?

Mr. Fradin elaborated that the new TIF area along Lake Street is a mix of opportunities. We aim to redevelop it into a vibrant space with a mix of residential, commercial, and recreational options. We also have a substantial undeveloped site at the northwest corner of 59 and West Bartlett Road called Grasslands, which presents an opportunity for development.

Commissioner Erickson pointed out that Grasslands is already attracting a specific demographic, including people looking to downsize with ranch duplexes.

Mr. Harris asked what kinds of businesses would you like to see in downtown Bartlett?

Commissioner Gorski stated that one idea is to build a parking structure where the water tower is and develop the land currently occupied by the bank with a drive-thru. The drive-thru occupies a lot of space and doesn't align with the trend of walkable downtown areas. In downtown St. Charles, for example, restaurants are arranged in a U-shape with outdoor seating and live bands, creating an inviting atmosphere.

Commissioner Erickson stated that the trend in banking is shifting away from drive-thrus and more towards walkable downtowns. In fact, downtown branches are becoming increasingly popular, and we should consider this when planning the layout.

Mr. Harris stated that St. Charles has a unique environment with its riverfront. However, it's essential to create a comfortable and inviting atmosphere for diners. So, where would this U-shaped building be located?

Mr. Skrycki stated that if the downtown continues growing, a parking structure is a wise idea, however, the financial challenges are significant, as evidenced by Geneva's parking garage costing \$30,000 per spot.

Mr. Harris asked what's the consensus on the idea of developing more walkable shopping areas in downtown Bartlett?



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Commissioner Gorski stated that the idea of creating a U-shaped building for walkable shopping, similar to downtown St. Charles, has received positive feedback. It could be situated in the parking lot across from the train drop-off.

Mr. Skrycki stated that it's an excellent idea that aligns with our transit-oriented development goals and could lead to further downtown revitalization.

Commissioner Suffern stated while retail is a consideration, it's important to recognize the challenges in the current retail landscape, where online shopping is dominant. Downtown Bartlett may need to focus on attracting different types of businesses, like medical and professional offices, to cater to evolving consumer preferences.

Mr. Harris stated that Commissioner Suffern makes a valid point about the changing retail landscape. Balancing the mix of businesses in downtown Bartlett will be a key consideration.

Mr. Harris stated allow me to pose a couple more questions, and then inquire if any of you have additional queries or final comments. Considering that this campaign is centered around crafting and conveying your unique narrative, have you observed any other communities that have excelled in this endeavor? If so, kindly share your observations and identify them.

Commissioner Densford responded that the river communities have consistently stood out. When deciding on our evening plans, it often doesn't involve Streamwood or Carol Stream. Instead, it often revolves around dining at local restaurants. St. Charles has a thriving restaurant scene, and it's quite common for us to enjoy a meal and then explore nearby businesses. While Bartlett may not be quite there yet, it's making significant progress. We envision a future where we can easily walk across the street with our families to enjoy ice cream or engage in similar activities.

Commissioner Gorski stated in terms of success stories, I'd like to share an example from my work with a nonprofit. A restaurant in Geneva pledged to donate a portion of their proceeds to our nonprofit on Tuesday nights. As a result, I've had the opportunity to visit Geneva on three out of four Tuesdays during these fundraising events. It's remarkable to see the number of pedestrians in Geneva during these events, even on a Tuesday night.

Mr. Harris asked if there are any other communities that come to mind.

Commissioner Suffern stated that he would like to echo some of the sentiments regarding Bartlett's visibility. I've heard for 40 years that Bartlett is so close yet relatively unknown. To me, success in this campaign would involve investing in effective signage. Specifically, I propose placing an impactful sign at the intersection of Route 59 and West Bartlett Road, which serves as the entrance to our vibrant downtown area. This area has seen growth,



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

including a retirement community, and aligns with the village's corridor plan. Currently, it's marred by an unattractive wall, making it one of the most uninspiring intersections around.

Mr. Fradin stated that is a valid point.

Mr. Harris asked moving forward, what would define success for this campaign, either individually or collectively?

Commissioner Erickson stated that when we tackled a branding campaign in the past, we highlighted Bartlett's key assets, including our beautiful parks and the town center with its gazebo and the nearby railroad tracks. We wanted to convey that Bartlett was never far away from these appealing features. The phrase "Bartlett Never Far Away" was the tagline. However, it didn't quite resonate as intended, and people still struggled to locate Bartlett on the map.

Mr. Harris stated that the message didn't quite hit the mark. It's crucial to clarify the town's unique identity.

Commissioner Suffern stated that is why we believe focusing on enhancing signage and visibility could be a key to success.

Mr. Harris then asked what the commission's thoughts on what success should look like for this campaign.

Commissioner Erickson stated that success, in her opinion, should translate to increased sales tax revenue and a stronger online presence. We currently have a social media presence, but it needs to be more robust to compete effectively in today's digital landscape.

Commissioner Gudenkauf stated that she would like to emphasize the importance of signage. There have been times when I turned right and went down Army Trail Road without realizing how close Bartlett was. It's an area that doesn't quite stand out as it should.

Mr. Harris acknowledged that as a valuable point. Visibility plays a significant role in attracting attention and engagement.

Mr. Fradin stated that to him a successful campaign isn't completely told by the metrics. What matters is what people from out of town say about Bartlett. I frequently encounter individuals from other areas, and often, they don't know much about our town. I'd like to hear more of them knowing a bit more about Bartlett as I travel around the Chicago metropolitan area. I want them to say, "Oh, that's where I went to Oktoberfest. That's where I visited More Brewing. That's where I dined at those great restaurants or attended an event." It's about creating awareness and leaving a positive impression.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Commissioner Gudenkauf stated that she believes there's a significant disconnect with our residents. Despite events like National Night Out being well-attended, I often hear residents say, "There's nothing to do here." Even someone like my neighbor, who has lived here for years, didn't know about many of the things happening in Bartlett before she started working for the chamber. We have over 40,000 people in Bartlett, so different interests and knowledge levels are expected.

Commissioner Densford stated that it's interesting to note that Bartlett has its hidden gems that many residents may not be aware of.

Commissioner Erickson stated we have a diverse community, and not everyone is aware of the town's offerings. There's a gap in awareness.

Mr. Harris asked Mr. Fardin who mentioned wanting people from outside to recognize Bartlett and know more about it, and a few of you talked about increasing awareness among our residents. It's about changing perceptions and dispelling the idea that there's nothing to do here, right?

Commissioner Suffern stated absolutely. That's why I mentioned the need for more activities. Back in the day, we had events like Heritage Days, but they've become less viable due to parking constraints. Instead, we could consider having activities throughout the business districts. For instance, we could have buskers – musicians, performers, or even speakers – stationed in different parts of Bartlett, like Route 59, to engage with people where they are. The key is to make Bartlett known for these activities on a regular basis.

Mr. Harris asked when you mention buskers, do you mean not just musicians but also performers or speakers?

Commissioner Suffern stated that's correct. It could encompass various forms of entertainment or even speakers. The idea is to have these activities spread out, so they benefit businesses throughout Bartlett, rather than a central event that might not reach all areas effectively.

Commissioner Erickson stated that while central events like Oktoberfest do benefit some businesses, they don't necessarily drive foot traffic to retail establishments. However, businesses like Cherry on Top and restaurants might still benefit. The challenge is to create events that engage the retail sector as well.

Mr. Harris thanked the commissioners for these insights. It's clear that the community is looking for ways to increase awareness, engage residents, and enhance Bartlett's reputation. He added that we've recently hosted a craft beer festival and an Illinois wine festival. Interestingly, it was the wine festival that drove traffic to our retail businesses.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Wine tends to attract a diverse crowd, with more husbands accompanying their wives. As people enjoyed a few glasses of wine, they were more inclined to explore local shops and spend money. It's not a stereotype; it's based on our experience.

Mr. Skrycki stated that he would like to highlight the considerable effort that goes into organizing events. Often, folks may not realize the work behind the scenes involving the police department, public works, and our staff. There are significant costs associated with personnel, barricades, and other logistics. It's a challenge when it comes to running events. However, we're fortunate to have excellent civic groups that contribute.

One thing I would like to see in our community in the next few years is a shift away from the predominant focus on food and beverages. While the food and drink scene has thrived, I believe we could be running out of space. It might be time to continue exploring more diverse forms of entertainment, like what we have with the bowling alley. This could include options like mini golf, a movie theater, or any venue that doesn't solely revolve around food and drink. I think introducing such variety would be fantastic. While I have great appreciation for the classic combination of burgers and beers, which is undeniably American, I believe it's worth exploring more engaging entertainment choices.

As for where these ideas could be implemented, I'm uncertain since we have limited available space.

Commissioner Gudenkauf stated success should be measured by how businesses perform during an event. Sometimes events may not directly translate into immediate business for every shop, but they create awareness and leave a positive impression. People might return to Bartlett based on their experience during an event.

Commissioner Suffern agreed. It's not always about immediate results but leaving a lasting impact. I also want to emphasize that it's crucial to include stories of people in the community as part of our campaign. These could be ordinary residents with interesting tales to share. Everyone in Bartlett has a unique story to tell, and we need to learn about them.

Commissioner Densford stated that his family attended a jazz festival in Cork, Ireland, during our overseas trip, and it was a beer festival. It was quite fascinating to see how these events can bring people together.

Mr. Harris reiterated Commissioner Suffern's idea for a distributed event like busking. Instead of one central event, we could have various forms of entertainment spread throughout Bartlett. For instance, musicians, performers, or even speakers stationed at different locations. This could highlight different parts of our town and engage people where they are. It's an intriguing concept, and it could significantly contribute to putting Bartlett on the map.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
September 11, 2023

Mr. Skrycki stated that's an interesting idea. He reminded the commissioners that staff is open to suggestions and ideas.

Mr. Harris emphasized the importance of including stories of people in the campaign. It's not just about the place but also about the people. We need to know about the stories of those who live here and their experiences. This will help us create a well-rounded campaign that showcases the essence of Bartlett.

Mr. Suffern expressed his appreciation for the proactive leadership in the community, both at the staff and village board levels. He commended the shift towards taking action and getting things done in Bartlett.

6. OKTOBERFEST UPDATE

Commissioner Gudenkauf and Erickson shared an update on the Oktoberfest event taking place on September 29-30.

7. NEW BUSINESS

Mr. Fradin stated that the next meeting of the EDC would involve a review of the village's sign code, as part of the review, drawing from your economic development and business experience and expertise, you'll be examining various aspects of it. This includes identifying elements that you find favorable, as well as those that you consider too permissive or overly restrictive. The village board in its last meeting referred it to the EDC. This also involves the window regulations, which are incorporated as part of this examination.

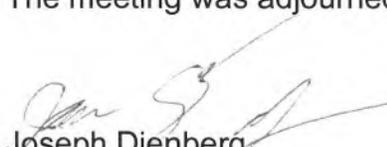
There being no further business to discuss, Commissioner Densford moved to adjourn the meeting. Seconded by Commissioner Gorski.

ROLL CALL VOTE TO ADJOURN

AYES: Commissioners Densford, Erickson, Gorski, Gudenkauf, Lewensky, Suffern
NAYS: None
ABSENT: Commissioner Perri

MOTION CARRIED

The meeting was adjourned at 8:44 p.m.


Joseph Dienberg
Management Analyst



Agenda Item Executive Summary

Item Name YLM Logistics - Brewster Creek Business Park Lot 22B Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The petitioner is requesting **Site Plan Review** for a proposed 20,000 square foot office warehouse facility. The office will consist of 5,000 square feet divided between two levels with the second level being a mezzanine. The remaining 17,500 square feet will be dedicated to warehouse uses.

The site contains thirty-six (36) parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements. There are sixty-nine (69) trailer and semi-trailer parking spaces. The petitioner is requesting a **special use permit** to allow for outdoor truck trailer and semi-trailer storage.

ATTACHMENTS (PLEASE LIST)

PDS memo, cover letter, application, location map, site plan, color elevations, landscape Plan

ACTION REQUESTED

- For Discussion Only -
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: September 25, 2023

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-62

DATE: September 25, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director
RE: **(#23-08) YLM Logistics**

PETITIONER

Mike Keogh – Triumph Design Build

SUBJECT SITE

Lot 22B – Brewster Creek Business Park Unit 2

REQUESTS

Site Plan
Special Use Permit –Trailer and Semi-Trailer Storage

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Industrial	I-2 EDA
North	Office/Warehouse	Industrial	I-2 EDA
South	Vacant	Industrial	I-2 EDA
East	Office/Warehouse	Industrial	I-2 EDA
West	Office/Warehouse	Industrial	I-2 EDA

CURRENT DISCUSSION

1. The petitioner is requesting a **Site Plan** review for a proposed 20,000 square foot office warehouse facility. The office will consist of 5,000 square feet divided between two levels with the second level being a mezzanine. The remaining 17,500 square feet will be dedicated to warehouse uses.
2. The site contains thirty-six (36) parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements. There are sixty-nine (69) trailer and semi-trailer parking spaces. The petitioner is requesting a **special use permit** to allow for outdoor truck trailer and semi-trailer storage.
3. The elevations show a precast warehouse building at thirty-three feet and four

inches in height (33'-4"). The west side of the building has five (5) drive-in dock doors and two (2) exterior dock doors.

4. The site will be accessed via two (2) curb cuts on Hardt Circle. The eastern curb cut to service the employee and visitor parking lot and the western curb cut serves the truck parking and dock doors of the warehouse.
5. The landscape plan, elevation plan, photometric plan and engineering plans are currently under review by Staff.

RECOMMENDATION

1. The Staff recommends forwarding the petitioner's requests on to the Planning & Zoning Commission for further review and to conduct the required public hearing.
2. Background information is attached for your review.

dh/attachments

General - PDS Team\memos 2023\062_YLM_Logistics_vbc.docx

RECEIVED
PLANNING & DEVELOPMENT

JUL 21 2023

VILLAGE OF
BARTLETT

Triumph Design Build Corp.
425 N. Martingale Road
Suite 1280
Schaumburg, IL 60173



July 21, 2023

President and Board of Trustees
Village of Bartlett
288 S. Main St.
Bartlett, IL 60103

**Re: Site Plan & Special Use Approvals
YLM Logistics
Lot 22 B
Brewster Creek Business Park
Bartlett, Illinois**

President and Board of Trustees:

Triumph Design Build formally requests Site Plan and Special Use approvals for the new construction of a 20,000 SF Build-to Suit industrial facility for YLM Logistics to be located on Lot 22 B consisting of approximately 4.51 acres along Humbracht Circle in the Brewster Creek Business Park.

Building construction shall consist of load bearing, smooth form finished precast concrete wall panels with decorative architectural accent reveals. The building requires a Truck & Trailer parking area for the business use. Therefore, we are requesting a Special Use approval for the truck parking area. Decorative staining, prefinished aluminum and tinted glass storefront entries and windows coupled with professional landscape will enhance the building aesthetics. The proposed building design and usage blends nicely with existing buildings located within the Brewster Creek Business Park.

Triumph Design Build greatly appreciates consideration for approval and looks forward to working in your community again.

Sincerely,
Triumph Design Build

Russell Scurto III
Executive Vice President



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
Case # 23 - 08
RECEIVED
JUL 24 2023
PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT

PROJECT NAME YLM Logistics - Lot 22B Brewster Creek

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Mike Keough - Triumph Design Build

Street Address: 425 Martingale Rd. Suite 1280

City, State: Schaumburg, IL

Zip Code: 60173

Email Address: mike.keough@triumphdb.com

Phone Number: 630-514-4610

Preferred Method to be contacted: 630-514-4610

PROPERTY OWNER INFORMATION

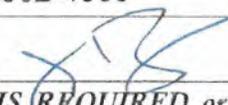
Name: Jeff A Brown - Elmhurst Chicago Stone

Street Address: 400 W. 1st St.

City, State: Elmhurst, IL

Zip Code: 60126

Phone Number: 630-832-4000

OWNER'S SIGNATURE:  **Date:** 8/8/2023
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- Annexation
- PUD (preliminary)
- PUD (final)
- Subdivision (preliminary)
- Subdivision (final)
- Site Plan (please describe use: commercial, industrial, square footage): _____
- Unified Business Center Sign Plan
- Other (please describe) _____
- Text Amendment
- Rezoning _____ to _____
- Special Use for: _____
- Variation: _____

SIGN PLAN REQUIRED? Yes or No No

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

PROPERTY INFORMATION

Common Address/General Location of Property: 1210 Hardt Circle - Lot 22B Brewster Creek

Property Index Number ("Tax PIN"/"Parcel ID"): 01-04-109-009

Zoning: Existing: I-2 EDA
(Refer to Official Zoning Map)

Land Use: Existing: Industrial

Proposed: I-2 EDA

Proposed: Industrial

Comprehensive Plan Designation for this Property: _____

(Refer to Future Land Use Map)

Acreage: 4.52 Ac

For PUD's and Subdivisions:

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney _____

Engineer _____
V3 Companies
7325 Janes Ave., Woodridge, IL 60517
Mike Cipriani - 331-645-7813

Other _____
Harris Architects
1475 E. Woodfield Rd., Suite 925, Schaumburg, IL 60173
Frank Contine - 847-440-5102

FINDINGS OF FACT FOR SITE PLANS

Both the Planning & Zoning Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance. The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards:

(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Planning & Zoning Commission and Village Board to review.)

1. The proposed use is a permitted use in the district in which the property is located.

Yes

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

Yes

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

Yes

4. The site plan provides for the safe movement of pedestrians within the site.

Yes

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Yes

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

Yes

FINDINGS OF FACT FOR SPECIAL USES

Both the Planning & Zoning Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance. The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards:

(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Planning & Zoning Commission and Village Board to review.)

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed use is necessary for YLM Logistics to how they operate their trucking business

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The use will not be detrimental the the health, safety, morals, or general welfare of persons

working in the vicinity, or be injurious to the property value or improvement in the vicinity.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The special use will conform to the regulations and conditions specified in this title for such use and the stipulation and conditions will be made a part of the authorization granted by the village board of trustees.

Please refer to Chapter 13 for additional Findings of Fact for Proposed Cannabis Uses.

ACKNOWLEDGEMENT

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

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

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Mike Keough

PRINT NAME: Mike Keough - Triumph Design Build

DATE: 7/14/23

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: Mike Keough - Triumph Design Build

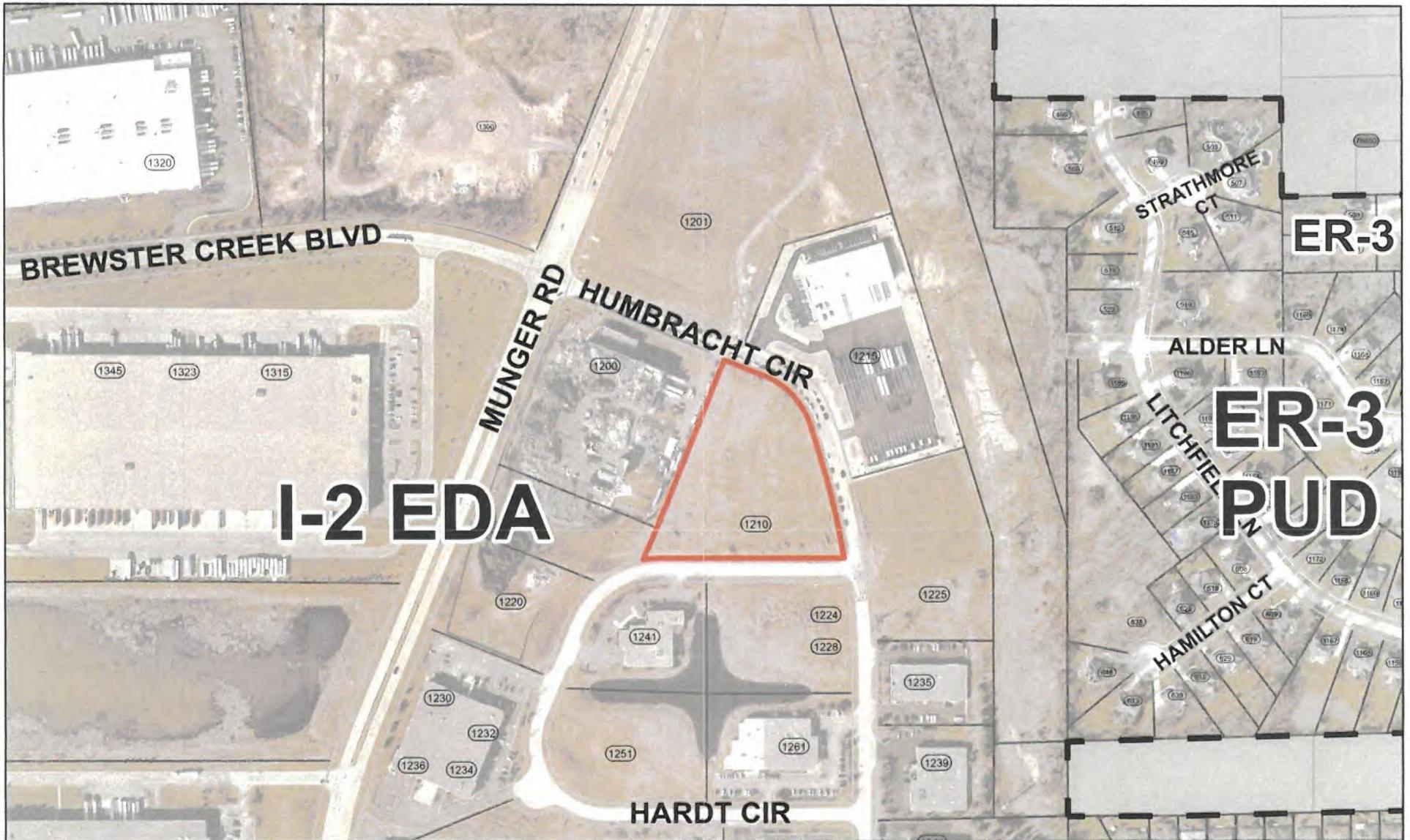
ADDRESS: 425 Martingale Rd. Suite 1280
Schaumburg, IL 60173

PHONE NUMBER: 630-514-4610

EMAIL: mike.keough@triumphdb.com

SIGNATURE: Mike Keough

DATE: 7/14/23



I-2 EDA

**ER-3
PUD**

LOCATION MAP

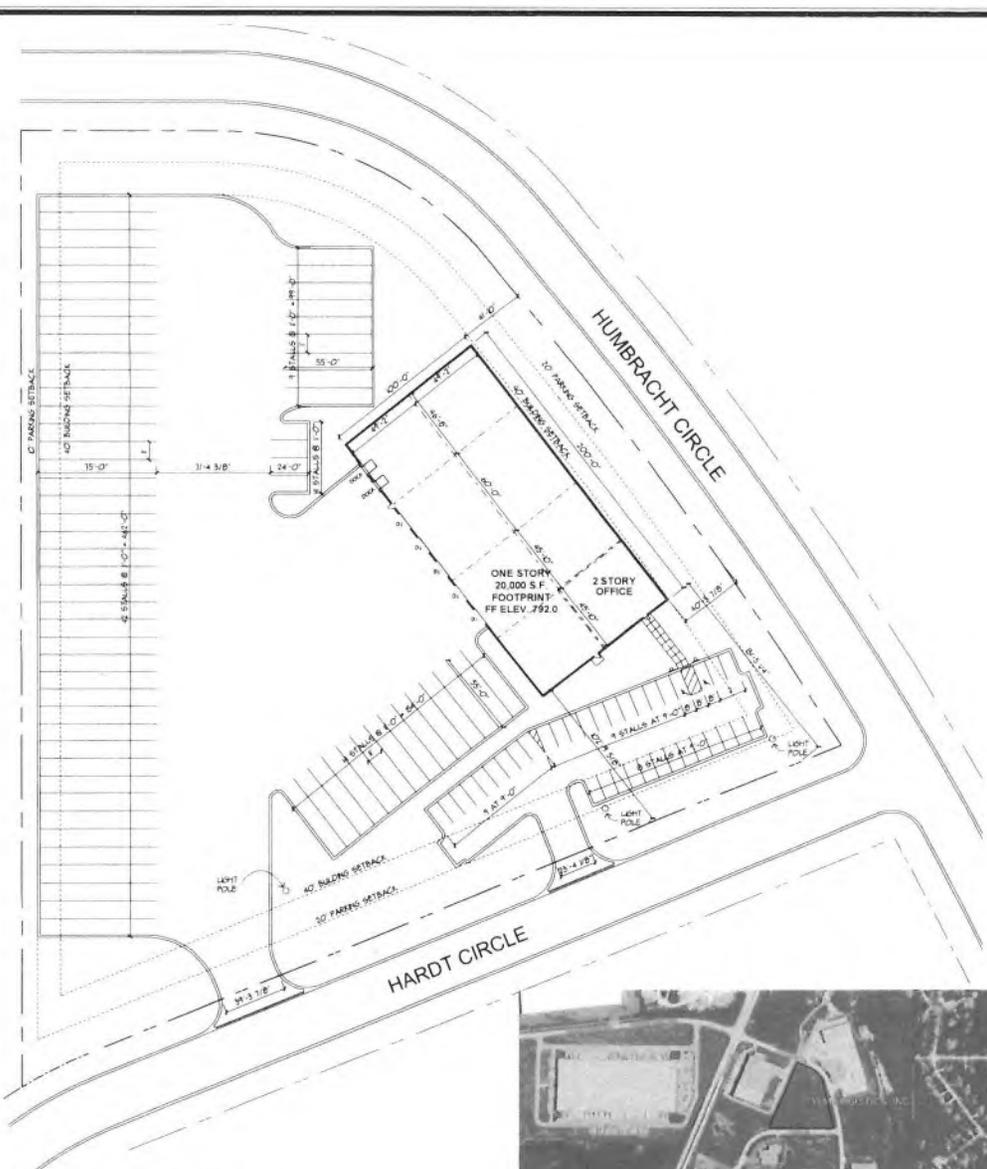


23-07 YLM Logistics
 1210 Humbracht Circle
 DuPage PIN: 0104109009

2023



0 187.5 375 US Feet

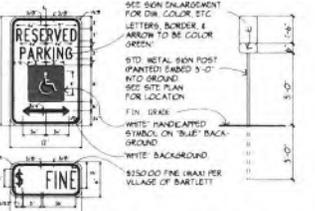


CONSTRUCTION DATA

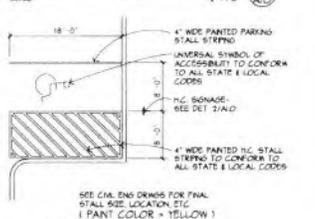
BUILDING CODE	2018 INTERNATIONAL BUILDING CODE 2018 INTERNATIONAL MECHANICAL CODE 2018 INTERNATIONAL FUEL GAS CODE 2018 INTERNATIONAL FIRE CODE 2001 NATIONAL ELECTRIC CODE 2014 ILLINOIS STATE PLUMBING CODE 2018 ILLINOIS ACCESSIBILITY CODE
BUILDING HEIGHT	28'-0" CLEAR INTERIOR FINECAST AT 10'-4"
ZONING	T-2 (D) ECONOMIC OVERLAY DISTRICT OVERLAY DISTRICT
CONSTRUCTION TYPE	TYPE 2B UNPROTECTED NON-COMBUSTIBLE, UNPAVED AREA
OCCUPANCY TYPE	31 BUSINESS (ACCESSORY TO MAJOR USE) 31-F MODERATE HAZARD STORAGE
HANDICAPPED PARKING	HANDICAPPED PARKING AND SIGNS PER APRIL 1993 STATE OF ILLINOIS ACCESSIBILITY STANDARDS
FIRE PROTECTION	BUILDING TO BE EQUIPPED THROUGHOUT WITH AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED FOR NFPA 13 FOR CLASS III COMMODITIES AS DEFINED IN NFPA 231C FOR IN-PILE STORAGE

SITE DATA

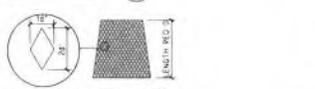
SITE AREA	1.663474 AC
GROSS BUILDING AREA	22,500 S.F.
OFFICE AREA	17,500 S.F.
MAINTENANCE	5,000 S.F.
TOTAL BUILDING FOOTPRINT	20,000 S.F.
FLOOR AREA RATIO	10
GREEN SPACE REQUIRED	58
GREEN SPACE PROVIDED (62,973 S.F.)	38
AUTO PARKING REQUIRED PER 1-2 (D) ZONING	
OFFICE (5275 SF)	36 CARS
MAINTENANCE (5100 SF)	18 CARS
TOTAL PARKING REQUIRED	54 CARS
PARKING PROVIDED	36 CARS
TRAILED STALLS	69 STALLS
EXTENDED DOORS	7 DOORS
DRIVE-IN DOORS	1 DOORS



HANDICAPPED PARKING SIGN



H.C. STALL



DIAMOND PATTERN DETAIL



ACCESSIBLE CURB RAMP



TENANT OCCUPANCY LOAD

OCCUPANT LOAD	BUILDING AREA	22,500 S.F.
OFFICE	5,000 S.F./100 S.F.	25 PERSONS
MAINTENANCE	17,500 S.F./500 S.F.	35 PERSONS
TOTAL OCCUPANT LOAD		60 PERSONS
EGRESS WIDTH REQUIRED BY:		
OFFICE	1'-0" (25)	1'-0"
MAINTENANCE	5'-0" (35)	5'-0"
EGRESS WIDTH PROVIDED:		
OFFICE	10 OPENINGS x 36"	36"
MAINTENANCE	12 OPENINGS x 36"	72"

INDEX TO DRAWINGS

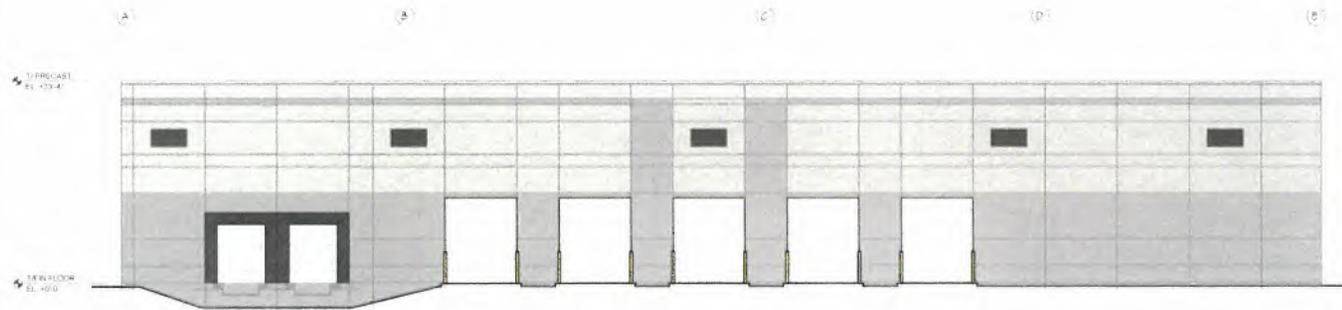
- CS COVER SHEET
- A1.0 SITE PLAN, SITE DATA & DETAILS
- A2.0 BUILDING ELEVATIONS
- A3.0 BUILDING FLOOR PLAN
- A4.0 ROOF DRAINAGE PLAN
- SP1 SPECIFICATIONS
- SP2 SPECIFICATIONS
- SP3 SPECIFICATIONS

- GENERAL NOTES:**
- SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONS, NOTES, AND DETAILS.
 - ROOF TOP UNITS WILL BE SCREENED AS REQ'D.
 - HIGH EFFICIENCY HEATING & COOLING SYSTEMS, ENERGY STAR APPLIANCES SHALL BE REQ'D.

THIS BUILDING SHALL HAVE AN APPROVED STREET ADDRESS NUMBER, BUILDING NUMBER, OR VILLAGE APPROVED BUILDING IDENTIFICATION SIGN PLACED IN A LOCATION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. ALL LETTERS AND NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. ALL CHARACTERS TO BE 4" TALL MIN. WITH 1/2" STROKE WIDTH. FIELD VERIFY LOCATION, COLOR AND TYPE OF BUILDING IDENTIFICATION WITH THE LOCAL GOVERNING AUTHORITY.

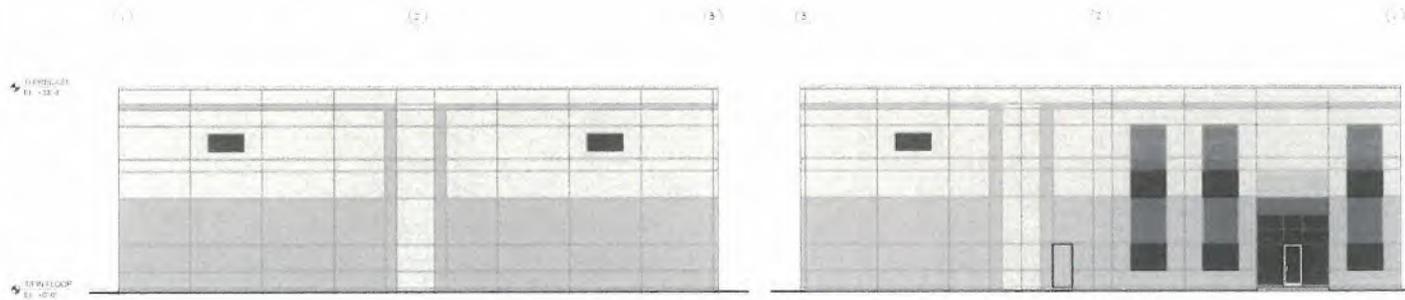
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE, INCLUDING BUT NOT LIMITED TO, THE INTERNATIONAL BUILDING CODE 2006, INTERNATIONAL MECHANICAL CODE 2006, INTERNATIONAL FIRE CODE 2006, INTERNATIONAL PLUMBING CODE 2006, INTERNATIONAL ELECTRIC CODE 2006, INTERNATIONAL ENERGY CODE 2006, EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS, AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS. IT IS UNDERSTOOD THAT THE APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPT. FOR REVIEW IS A CONDITIONAL REVIEW ONLY AND THE APPROVED BARTLETT BUILDING CODE, IT IS FURTHER UNDERSTOOD THAT IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE BARTLETT BUILDING CODE, THE BARTLETT BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.

KELLY P. HARRIS



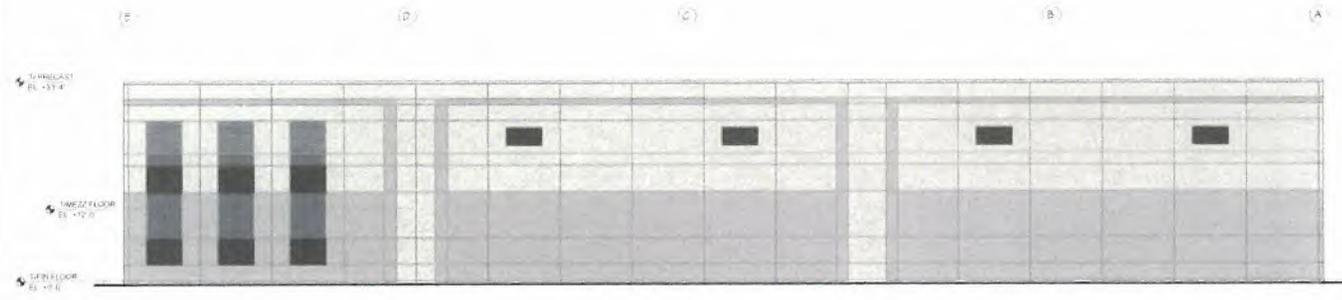
COLOR AND MATERIAL LEGEND	
	PRECAST CONCRETE WALL PANELS
	EXTERIOR BASE COLOR IMMEDIATE TOP
	EXTERIOR ACCENT COLOR 1 MORNING EGG 405A
	EXTERIOR ACCENT COLOR 2 DARTMOUTH 4241
	FASIDE RAC CLAD SYSTEMS
	CUSTOM METAL SYSTEM FRAMES: CLEAR ANODIZED ALUMINUM FIXED GLASS: GREY TINTED FUNCTIONAL GLASS: CLEAR ANODIZED ALUMINUM FIXED GLASS: GREY TINTED
	SIGNAL METAL DOORS FRAMES: PAINTED TO MATCH PRECAST GLASS: PAINTED TO MATCH PRECAST
	OVERHEAD LIGHTING DRIVE IN LIGHTS: BRIGHT WHITE DOOR LIGHTS: REFRIGERATED WHITE
	DIPL. WALLS

WEST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

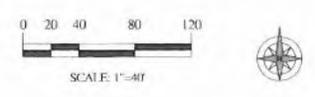
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



- NOTES:**
- The Landscape Contractor shall provide and install all plant materials in the quantities and sizes sufficient to complete planting as shown on the Landscape Plans. All plants shall comply with the requirements of the current American Standard for Nursery Stocks published by the American Nursery and Landscape Association. Plants shall have root, genus, species and variety and be in good health, free of insects, diseases or defects. No "pan or slab" material shall be accepted. Trees not exhibiting a central (single) leader will be rejected unless noted in the plan for a multiple leader. Quantity lists are accepted for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the design plan shall prevail over the quantity. Plants are to be changed or substituted without approval of the Owner or a representative of James Dowden & Associates, Inc.
 - All plants shall be watered during the first 24-hour period following installation. A watering schedule may be agreed upon with the Owner before planting and installation of plants, where and how plant materials are to be properly watered. The Landscape Contractor shall verify proper watering is being done for the establishment and health of all plant materials. The Landscape Contractor shall warranty all plant materials for one year from the time of installation and proper maintenance.
 - Plants shall be balled and burlapped unless otherwise noted on the Landscape Plans. No root bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. In the event of the Landscape Contractor to not back burlap from the top of the root ball.
 - Recommended mulch depth is four inches (4") of shredded hardwood chips. The Landscape Contractor shall avoid over-mulching and the creation of "mush volcanoes." Mulch beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pushed back at least two inches (2") from the base of a tree to the base of the trunk and feet crown are exposed.
 - Prepare all perennial beds with one cubic yard of garden compost per 100 sq ft and the compost shall be retreated to an 8" depth.
 - All plants used for soil plants. It is the option of the landscape contractor to stake distribution trees but it is also the responsibility of the Landscape Contractor to guarantee the plants remain planted and the end of the guarantee period.
 - Trees shall be installed a minimum of five feet (5') horizontally from underground electrical lines, sanitary sewers, sanitary services, water mains, and water services. Trees shall be installed a minimum of ten feet (10') horizontally from utility structures including, but not limited to, manholes, valve vaults, and utility boxes. Single trees shall be a minimum of ten feet (10') from all light poles and all shrubs shall be a minimum of three to five feet (3-5') from all fire hydrants.
 - The Landscape Contractor shall locate the existence of all underground utilities prior to starting work. The Landscape Contractor must also keep the pavement and work areas in neat and orderly condition throughout the construction process. The Landscape Contractor shall excavate around utility lines. Working conditions in advance of submitting a proposal. Failure to recognize inherent responsibilities does not relieve the contractor of obligations due to miscommunication.
 - Property owners shall be responsible for maintaining all landscaping shown on the approved plans throughout the life of the development.
 - Turf shall be Premium Bluegrass Mix seed and blanket on all disturbed areas except where noted in notes.
 - Once a Landscape Plan has been approved and a Building Permit issued, the Planning and Zoning Administrator may authorize minor revisions to the approved Landscape Plan including the substitution of equivalent plants and ground covers where such revisions do not diminish the benefits of the approved Landscape Plan. As such, revisions shall require the written approval of the Planning and Zoning Administrator.
 - Trees and shrubs shall not be located closer than ten (10) feet to fire hydrants, handholes, or other above ground utility lines.
 - Bare root plants shall not be allowed.
 - All planted areas and landscaped stands shall receive a four (4) inch layer of shredded hardwood bark mulch.



REVISIONS
BY: JAMES DOWDEN ARCHITECTS SERVICE PLAN

DOWDEN DESIGN GROUP
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING
P.O. BOX 415, LIBERTYVILLE, IL 60048
DOWDENDESIGNGROUP.COM PHONE: (847) 382-1534

YLM LOGISTICS
LOT 2B, HUMBRECHT & HARDT CIRCLES
BARTLETT, ILLINOIS

LANDSCAPE PLAN
LANDSCAPE PLAN

DATE: 08/06/23
SCALE: 1"=40'
DRAWN: GAT



L101



Agenda Item Executive Summary

Item Name Thoroughfare Plan

Committee or Board Committee

BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Earlier this year, the Thoroughfare Plan's proposed Fair Oaks Road extension was discussed in conjunction with the Hawk Hollow Middle School conversion. The Village Board determined the Fair Oaks Road extension was not necessary and the vacation of the Fair Oaks Road right-of-way on the school district property was approved.

Staff will provide an overview of the 1988 Thoroughfare Plan and summarize the plan's remaining proposed projects.

ATTACHMENTS (PLEASE LIST)

1988 Thoroughfare Plan

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: September 25, 2023



Legend

Existing

-  Principal arterial
-  Minor arterial
-  Major collector

Interchange

Proposed

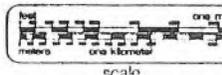
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THOROUGHFARE PLAN BARTLETT COMPREHENSIVE PLAN

TESKA ASSOCIATES INC.

Planning
Landscape Architecture
637 Cane Street
Evanston, IL 60201
708.949.2011





Agenda Item Executive Summary

Item Name Proposed 2023 Property Tax Levy Committee or Board Committee

Budget Impact			
Amount:	\$12,874,801	Budgeted	\$12,865,537
List what fund	General, Police Pension, Debt Service		
Executive Summary			
<p>The proposed property tax levy for 2023 totals \$12,874,801 and is \$1,090,905 or 9.26% more than the prior year extended amount. The General Corporate levy is 10.37% more than the 2022 extension and is \$750,000 more than last year's actual levy amount. The Police Pension levy is increasing 20.49% or \$456,158 over the prior year extension. The same amount of \$319,175 of General Fund balance surplus used to keep the 2022 police pension levy unchanged from 2021 is proposed again for the 2023 levy. The remaining increase is due to higher than expected pension costs and low investment returns over the last year. The Debt Service levy is lower from the prior year estimated extension amount by \$48,159 or 1.62%. Overall, the levy increase not supported by added taxable property from the Brewster Creek TIF closing is 4.35%. Homes valued around \$400,000 will see a \$40 to \$45 increase in the village portion of their tax bill.</p>			
Attachments (please list)			
Finance Department Memo			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Todd Dowden, Finance Director Date: September 25, 2023

**Village of Bartlett
Finance Department Memo
2023 – 19**

DATE: September 25, 2023

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: 2023 Proposed Property Tax Levy

Below is a chart showing the proposed 2023 levy compared to the estimated 2022 extension. The proposed property tax levy for 2023 totals \$12,874,801 and is \$1,090,905 or 9.26% more than the prior year extended amount. The General corporate levy is 10.37% more than the 2022 estimated extension and is \$750,000 more than last year’s actual levy amount. The increase is to capture taxes from the additional taxable assessed value due to the closing of the Brewster Creek TIF. With the closing of the TIF, over \$85 million in taxable equalized assessed value will be added to the village’s DuPage County total and over \$5 million will be added to the Cook County total. This additional EAV will keep homeowner tax bills from increasing due to the \$750,000 levy increase. The proposed Police Pension levy is increasing 20.49% or \$456,158 over the prior year extension. The same amount of \$319,175 of General Fund balance surplus used to keep the 2022 police

Proposed Levy Compared to Prior Year's Extension				
	2023	2022		
	Proposed	Estimated	Increase	Percent
	Levy	Extension	(Decrease)	Change
General Corporate	7,269,094	6,586,188	682,906	10.37%
Police Pension	2,682,060	2,225,902	456,158	20.49%
Subtotal	9,951,154	8,812,090	1,139,064	12.93%
Debt Service	2,923,647	2,971,806	(48,159)	-1.62%
TOTAL	12,874,801	11,783,896	1,090,905	9.26%

pension levy unchanged from 2021 is proposed again for the 2023 levy. The current year's increase is due to higher than expected pension costs and low investment returns over the last year. Pension cost increases were related to 2 service retirements, salary increases from the latest union agreement, and a reduction of the assumed rate of return by 0.125%. The Debt Service levy is lower than the prior year estimated extended amount by \$48,159 or 1.62%. Overall, the levy increase not supported by added taxable property from the Brewster Creek TIF closing is 4.35%. Homes valued around \$400,000 will see a \$40 to \$45 increase in the village portion of their tax bill.

Abatements

There are three abatements being proposed for the total amount of \$1,724,224. The 2017 bond issue requires an estimated payment in the amount of \$38,674 for the Fire District's share of bonds attributable to the construction of the fire station. The second abatement of \$552,650 is the Sewer Fund's portion of the 2019 bond issue related to the Devon Avenue excess flow project. The third abatement of \$1,132,900 is the Water Fund's portion of the 2021A bonds for the DuPage Water Commission loan refunding. Abatement ordinances will be presented with the tax levy for final approval on December 5, 2023. The chart below itemizes the proposed debt service levy and abatements for 2023.

Proposed Debt Service Levy and Abatements			
Bond Issue	2023 Levy	Proposed Abatement	Net Levy
2016 GO Bonds	760,975	0	760,975
2017 GO Bonds	317,000	(38,674)	278,326
2019 GO Bonds	1,110,900	(552,650)	558,250
2021A GO Bonds	1,132,900	(1,132,900)	0
2021B GO Bonds	960,908	0	960,908
2022A GO Bonds	365,188	0	365,188
TOTAL	4,647,871	(1,724,224)	2,923,647

2022A Refunding Bonds – This bond issue was sold in February of 2022 to partially refinance the 2016 bonds used to fund the construction of the Police Station. The issue will mature in 2036.

2021A GO Bonds – This bond issue was sold in January of 2021 to refinance the loan with the DuPage Water Commission for the construction of the Lake Michigan water transmission line and metering station. The issue will mature in 2039.

2021B Refunding Bonds – This bond issue was sold in January of 2021 to refund the 2012 GO Bonds. The 2012 bonds were used to fund street improvements and the Village’s portion of flood mitigation along South Prospect Avenue. The issue will mature in 2031.

2019 Sewer and 2009 Refunding – This bond issue was sold in November 2019 to finance the Devon Avenue excess flow project and to refund the 2009 bonds issued that refunded the 2002 and 2005 bonds. The 2002 bonds were used to fund the ball fields, W. Bartlett/Naperville Road bike path, and W. Bartlett Road widening. The 2005 bonds were issued to finance the water meter change out program and most of the construction of the Village Hall. The issue will mature in 2039.

2017 Fire Station Refunding – This bond issue was sold in July 2017 to refund the 2007 bonds issued to finance the construction of a fire station on the west side. Abatements are based upon revenues from the Brewster Creek TIF Municipal Account and the Fire District’s share of the annual debt service. The issue will mature in 2026.

2016 Police Station Bonds – This bond issue was sold in November 2016. The 2016 bonds were used to fund the construction of the new Police Station. The final maturity on these bonds will be in 2036.

Equalized Assessed Value (EAV)

Below is a chart showing the actual EAV for the last 10 years along with the estimate for 2023. The overall EAV estimate for 2023 assumes that EAV will increase by \$90 million due to the Brewster Creek TIF closing. This is a conservative estimate based on \$85 million in DuPage County and \$5 million in Cook County.

In DuPage County, the estimate for EAV is an increase of 4% before the addition of the TIF EAV. In 2022, EAV increased in DuPage County by 6.23%. The estimate for Cook County assumes a 7% 2022 increase and a 7% 2023 increase before the addition of the TIF EAV. The 2022 year was the tri-annual assessment but has not been released. The 2021 EAV for the county resulted in a 7.80% decrease due to the Cook County equalization factor being reduced by almost 7%. The Cook County equalization factor for 2022 was again reduced from 3.0027 to 2.9237 or by 2.63%.

Equalized Assessed Value (EAV) History			
Year	EAV	Change	% Change
2013	959,330,352		
2014	950,037,843	(9,292,509)	-0.97%
2015	957,991,785	7,953,942	0.84%
2016	1,051,280,552	93,288,767	9.74%
2017	1,079,697,040	28,416,488	2.70%
2018	1,098,395,911	18,698,871	1.73%
2019	1,166,637,184	68,241,273	6.21%
2020	1,192,392,648	25,755,464	2.21%
2021	1,181,800,784	(10,591,864)	-0.89%
*2022	1,258,354,766	76,553,982	6.48%
*2023	1,411,039,084	152,684,318	12.13%

*Estimate

County Burden %

Each year the State of Illinois calculates the burden percent each county will have of the total amount levies. Due to the large difference in EAV being added from the closing of the Brewster Creek TIF, the 2023 burden is being estimated based on the additional EAV. The Cook County burden is estimated to decrease to 37.77% from 38.98% and the DuPage County burden is estimated to increase to 61.78% from 60.56%.

Estimated Tax Rates

Below is a chart showing an estimate of the 2023 Cook County rate. The rate is anticipated to increase in Cook County by 8.64 cents. The Cook County rate is also affected by the equalization factor which has been reduced from 3.22 for the 2020 year to 2.92 for the 2022 year. The lower factor was the main reason for the Cook County EAV to go down 7.8% for 2021.

Estimated 2023 Property Tax Rate - Cook County				
Burden	37.77%			
EAV	443,164,492			
	Total Levy	Loss Allowance	County Burden	Tax Rate
General Corporate	7,269,094	218,073	2,827,903	0.6381
Police Pension	2,682,060	80,462	1,043,405	0.2354
Subtotal	9,951,154	298,535	3,871,308	0.8736
Debt Service	2,923,647	146,182	1,159,474	0.2616
TOTAL	12,874,801	444,717	5,030,782	1.1352
			2022 Rate Estimate	1.0488
			Rate Increase	0.0864

The chart below shows the estimated 2023 tax rate for DuPage County. The DuPage County tax rate is anticipated to decrease by .95 cents.

Estimated 2023 Property Tax Rate - DuPage County				
Burden	61.78%			
EAV	961,034,696			
	Total Levy	Loss Allowance	County Burden	Tax Rate
General Corporate	7,269,094	10,000	4,497,024	0.4679
Police Pension	2,682,060	5,000	1,660,066	0.1727
Subtotal	9,951,154	15,000	6,157,090	0.6407
Debt Service	2,923,647	5,000	1,809,318	0.1883
TOTAL	12,874,801	20,000	7,966,408	0.8289
			2022 Rate	0.8384
			Rate Decrease	(0.0095)

The chart below shows the total EAV for the entire Village along with the total levy for all funds (General, Police Pension and Debt Service). The proposed dollar levy along with the estimate for the 2023 EAV will increase the combined rate 1.02 cents.

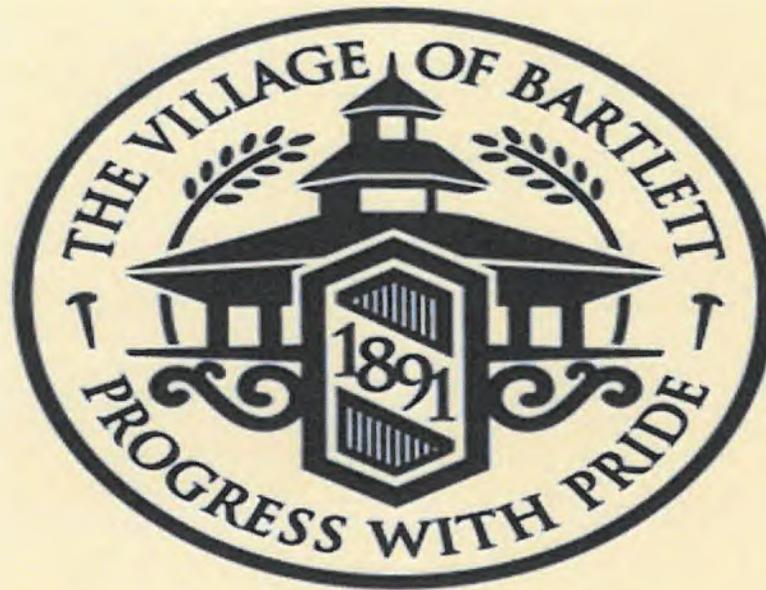
Estimated 2023 Property Tax Rate - Total			
EAV	1,411,039,084		
		Loss	
	Total Levy	Allowance	Tax Rate
General Corporate	7,269,094	228,073	0.5313
Police Pension	2,682,060	95,037	0.1968
Subtotal	9,951,154	323,110	0.7281
Debt Service	2,923,647	151,182	0.2179
TOTAL	12,874,801	474,292	0.9460
		2022 Rate	0.9358
		Rate Increase	0.0102

Schedule

In order to comply with state statute regarding deadlines to file a tax levy with the County Clerk's office of each county, I am recommending the time table below. The schedule includes a public hearing on October 17, 2023. The Village is required to hold a public hearing because our increase over the prior year's extension is more than 5%. The Village has traditionally held a public hearing to allow for public input on the tax levy whether it has been required or not.

Advertise public hearing	10/04/23
Hold public hearing	10/17/23
Village Board reviews estimated levy	10/17/23
Adopt levy	12/05/23
File levy - on or before	12/26/23

Village of Bartlett



2023 Property Tax Levy

Village of Bartlett

2023 Property Tax Levy Background

- Village levies a Property Tax for 3 purposes:
 - ✓ To help fund General Fund operating expenditures
 - ✓ To pay for Principal and Interest on General Obligation Bonds
 - ✓ To pay for the Villages contribution to the Police Pension Fund

- Village is a multi-county municipality and levies a tax that is distributed to 3 counties. Estimated for 2023
 - ✓ Cook (37.77% of “burden”)
 - ✓ DuPage (61.78% of “burden”)
 - ✓ Kane (0.45% of “burden”)

Village of Bartlett

2023 Property Tax Levy Background

- The current years budget process drives the tax levy. The following chart shows the timeline for this tax levy:

Date	Levy Cycle
April 2023	Village Board approves budget
May 1, 2023	Budget year begins
Fall 2023	Village Board conducts public hearing and approves tax levy
March 2024 through December 2024	Village receives Cook County taxes
June 2024 through November 2024	Village receives DuPage and Kane County taxes

- The tax levy **MUST** be filed with the County Clerks office by no later than the last Tuesday in December.

2023 Property Tax Levy



Proposed Levy Compared to Prior Year's Extension

	2023	2022		
	Proposed	Estimated	Increase	Percent
	Levy	Extension	(Decrease)	Change
General Corporate	7,269,094	6,586,188	682,906	10.37%
Police Pension	2,682,060	2,225,902	456,158	20.49%
Subtotal	9,951,154	8,812,090	1,139,064	12.93%
Debt Service	2,923,647	2,971,806	(48,159)	-1.62%
TOTAL	12,874,801	11,783,896	1,090,905	9.26%

Village of Bartlett

2023 Property Tax Levy



Proposed Levy Compared to Prior Year's Levy

	2023			
	Proposed Levy	2022 Levy	Increase (Decrease)	Percent Change
General Corporate	7,269,094	6,519,094	750,000	11.50%
Police Pension	2,682,060	2,203,621	478,439	21.71%
Subtotal	9,951,154	8,722,715	1,228,439	14.08%
Debt Service	2,923,647	2,896,821	26,826	0.93%
TOTAL	12,874,801	11,619,536	1,255,265	10.80%

Village of Bartlett

2023 Property Tax Levy



Levy History

Year	General	Police Pension	Debt Service
2013	6,558,094	1,152,526	1,680,000
2014	6,433,094	1,231,270	1,680,000
2015	6,433,094	1,152,049	1,680,334
2016	6,433,094	1,254,636	2,866,547
2017	6,433,094	1,377,155	3,122,938
2018	6,433,094	1,583,071	3,133,855
2019	6,433,094	1,730,426	3,085,405
2020	6,433,094	2,067,903	2,942,475
2021	6,519,094	2,203,621	2,887,584
2022	6,519,094	2,203,621	2,896,822
2023	7,269,094	2,682,060	2,923,647

Village of Bartlett



2023 General Corp Tax Levy

- Increase from prior year of \$750,000:
 - ✓ Increase is to capture taxes from the additional taxable assessed value due to the closing of the Brewster Creek TIF district
 - ✓ \$85 million being added to DuPage County and \$5 million to Cook County taxable equalized assessed value
 - ✓ Additional value will keep homeowner tax bills from increasing due to the \$750,000 levy increase

2023 Property Tax Levy



Proposed Debt Service Levy and Abatements 2023

Bond Issue	Proposed Levy	Proposed Abatement	Net Levy
2016 GO Bonds	760,975	0	760,975
2017 GO Bonds	317,000	(38,674)	278,326
2019 GO Bonds	1,110,900	(552,650)	558,250
2021A GO Bonds	1,132,900	(1,132,900)	0
2021B GO Bonds	960,908	0	960,908
2022A GO Bonds	365,188	0	365,188
TOTAL	4,647,871	(1,724,224)	2,923,647

Village of Bartlett

2023 Police Pension Tax Levy



Levy History

Fiscal Yr	\$ Amount	Annual Return
2013	1,152,526	8.90%
2014	1,231,270	7.70%
2015	1,152,049	7.25%
2016	1,254,636	4.18%
2017	1,377,155	7.75%
2018	1,583,071	6.06%
2019	1,730,426	8.87%
2020	2,067,903	4.36%
2021	2,203,621	25.68%
2022	2,203,621	-3.77%
2023	2,682,060	0.75%

Village of Bartlett



2023 Police Pension Tax Levy

- Annual Required Contribution \$3,001,235:
 - ✓ Proposed increase of \$478,439, \$319,175 increase from prior year coming from General Fund surplus again
 - ✓ Prior year investment return rate was 0.75%
 - ✓ \$156,249 increase due to assumed investment rate reduction
 - ✓ Two service retirements
 - ✓ Six new hires to Tier 2, 36 out of 62 actives are tier 2
 - ✓ 21.7% increase to prior year police pension levy
 - ✓ 4.1% increase to prior year total levy

2023 Property Tax Levy



Equalized Assessed Value (EAV) History

Year	EAV	Increase	% Change
2013	959,330,352		
2014	950,037,843	(9,292,509)	-0.97%
2015	957,991,785	7,953,942	0.84%
2016	1,051,280,552	93,288,767	9.74%
2017	1,079,697,040	28,416,488	2.70%
2018	1,098,395,911	18,698,871	1.73%
2019	1,166,637,184	68,241,273	6.21%
2020	1,192,392,648	25,755,464	2.21%
2021	1,181,800,784	(10,591,864)	-0.89%
*2022	1,258,354,766	76,553,982	6.48%
*2023	1,411,039,084	152,684,318	12.13%

*Estimate

Village of Bartlett

2023 Property Tax Levy



Cook County

Estimated 2023 Property Tax Rate - Cook County				
Burden	37.77%			
EAV	443,164,492			
	Total Levy	Loss Allowance	County Burden	Tax Rate
General Corporate	7,269,094	218,073	2,827,903	0.6381
Police Pension	2,682,060	80,462	1,043,405	0.2354
Subtotal	9,951,154	298,535	3,871,308	0.8736
Debt Service	2,923,647	146,182	1,159,474	0.2616
TOTAL	12,874,801	444,717	5,030,782	1.1352
			2022 Rate Estimate	1.0488
			Rate Increase	0.0864

Rate Estimate

Village of Bartlett

2023 Property Tax Levy



DuPage County

Estimated 2023 Property Tax Rate - DuPage County				
Burden	61.78%			
EAV	961,034,696			
	Total Levy	Loss Allowance	County Burden	Tax Rate
General Corporate	7,269,094	10,000	4,497,024	0.4679
Police Pension	2,682,060	5,000	1,660,066	0.1727
Subtotal	9,951,154	15,000	6,157,090	0.6407
Debt Service	2,923,647	5,000	1,809,318	0.1883
TOTAL	12,874,801	20,000	7,966,408	0.8289
			2022 Rate	0.8384
			Rate Decrease	(0.0095)

Rate Estimate

Village of Bartlett

2023 Property Tax Levy



Rate Estimate

Estimated 2023 Property Tax Rate - Total

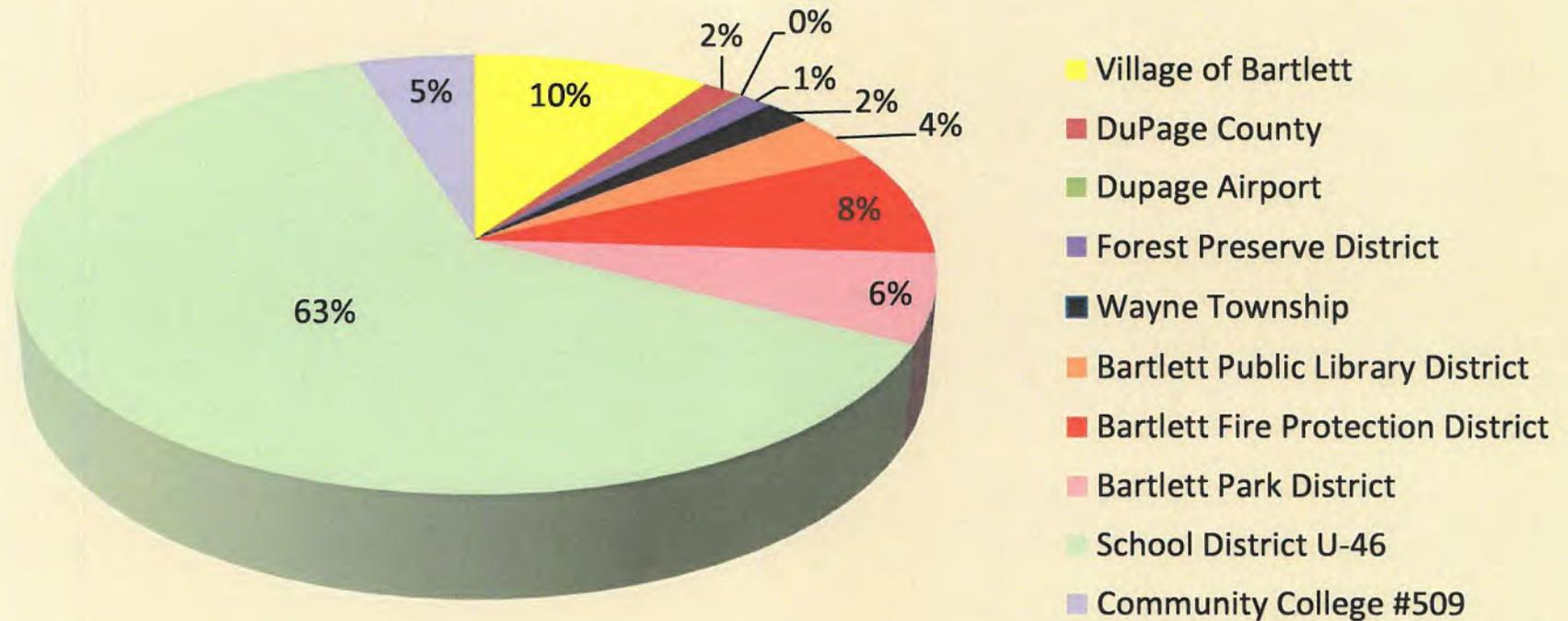
EAV	1,411,039,084		
General Corporate	7,269,094	Total Levy	
Police Pension	2,682,060	Loss	
Subtotal	9,951,154	Allowance	
Debt Service	2,923,647	Tax Rate	
TOTAL	12,874,801		
		2022 Rate	0.9358
		Rate Increase	0.0102
			0.9460

Village of Bartlett

2023 Property Tax Levy



DuPage Tax Rates 2022

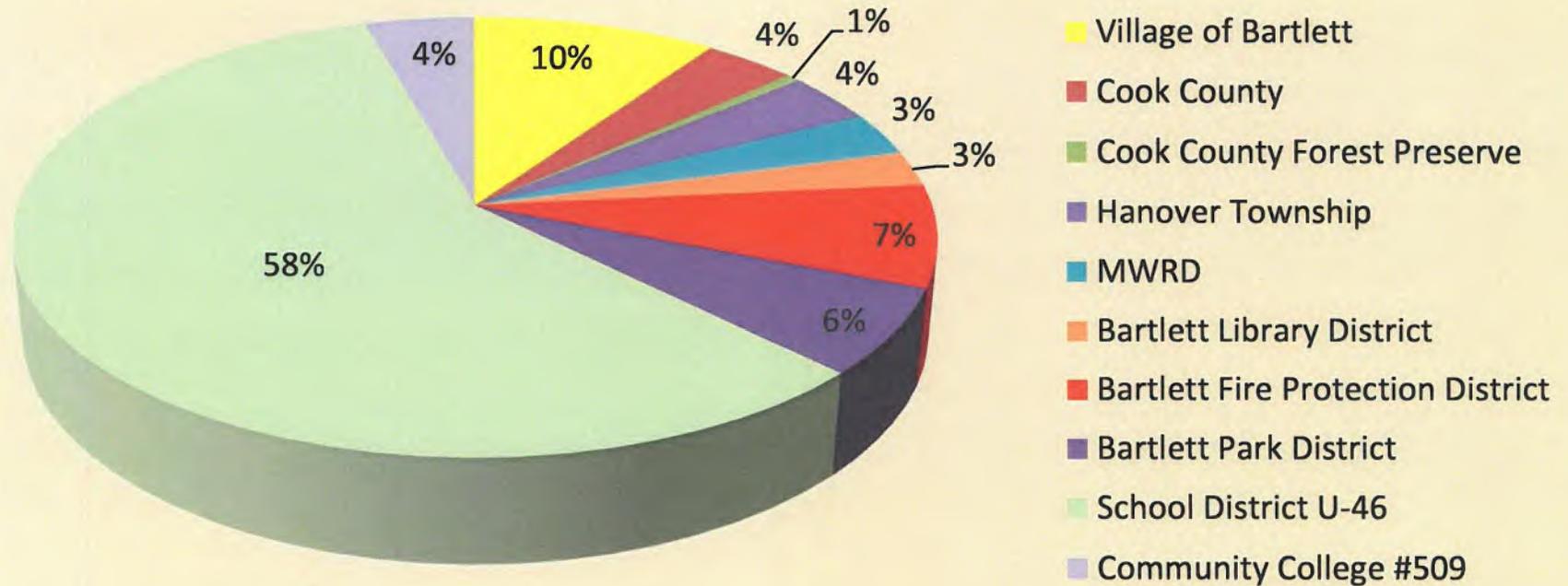


Village of Bartlett

2023 Property Tax Levy



Cook Tax Rates 2021

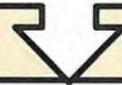


Village of Bartlett

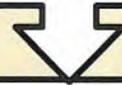
2023 Property Tax Levy



Advertise public hearing – 10/04/23



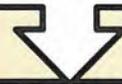
Hold public hearing – 10/17/23



Village Board reviews estimated levy – 10/17/23



Adopt levy – 12/05/23



File levy – 12/26/23

Village of Bartlett



Agenda Item Executive Summary

Item Name DuPage Water Commission Water Purchase and Committee Committee
Sale Contract Extension or Board

BUDGET IMPACT

Amount:	Multi-Year	Budgeted	TBD
List what fund	Water Fund		

EXECUTIVE SUMMARY

The DuPage Water Commission (DWC) customer contract expires in February 2024. A contract review steering committee was formed to review the current contract and make any revisions. Since Bartlett was the most recent customer added to DWC they asked that Bartlett be a member of the steering committee. I attended the steering committee meetings that we held with DWC. The majority of the changes are clean up and removal of the language establishing DWC and the Charter Customers.

Based on the steering committee's review of the contract, we recommend approval of the contract extension.

ATTACHMENTS (PLEASE LIST)

DWC Customer Contract Review Steering Committee Memo
Contract (redline)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Dan Dinges, Director of Public Works

Date: 9/25/23

MEMORANDUM

To:	Paul May, General Manager, DuPage Water Commission
From:	DWC Customer Contract Review Steering Committee: <i>Darrell Blenniss, Naperville</i> <i>Dan Dinges, Bartlett</i> <i>Kathleen Gargano, Hinsdale</i> <i>John Hubsy, Glen Ellyn</i> <i>Nick Kottmeyer, DuPage County</i> <i>Peter Scalera, Bloomingdale</i> <i>Al Stonitsch, Woodridge</i> <i>Rick Valent, Oak Brook</i>
Re:	DuPage Water Commission Customer Contract Review
Date	August 28, 2023

Purpose and Action Requested

The purpose of this memorandum is to provide an update on the Steering Committee’s (“the Committee”) review of the DuPage Water Commission’s (“DWC”) proposed Customer Water Contract (“the Contract”) extension.

Background/Discussion

In preparation for the February 2024 customer contract expiration, DWC solicited the formation of an advisory steering committee comprised of contract customers to provide input and advice on a new Contract extension. The Committee was established in June 2019, and was comprised of a cross-section of DWC customers. The customers on the Committee were: Bartlett, Bloomingdale, DuPage County, Glen Ellyn, Hinsdale, Naperville, Oak Brook, and Woodridge. The Committee met multiple times in 2019 as it undertook a comprehensive review of the Contract. The Committee also held an informational session for all Customers in January 2020. The Committee’s work was subsequently put on hold due to the COVID-19 pandemic. Following DWC’s hiring of new General Manager (Paul May), the Committee was asked to reconvene in October 2022 to continue its advisory work on a new Contract extension.

The Committee met several times with DWC leadership to provide input on potential amendments, and to also review and respond to DWC’s proposed changes. In addition, the Committee solicited an independent legal review of the proposed Contract from both the City of Naperville’s legal counsel and the DuPage County State’s Attorney’s Office. Legal counsel from both agencies conducted their own reviews of the amended document, and worked

directly with DWC's legal counsel to review and discuss various updates to the proposed final draft.

In addition to conducting a review of the Contract, the Steering Committee also initiated a review of the DWC's by-laws and provided extensive input and comments for DWC leadership's further review and consideration.

Recommendation

The Committee, on behalf of the DWC Customers, has completed its good faith, independent review of the DWC's proposed new water supply contract, and has had an opportunity to provide DWC leadership meaningful input throughout the process. The Committee, therefore, supports and endorses the distribution of this final draft to DWC customers for their review and would recommend its approval.

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contractharter Customers

ADMINISTRATION/AGREEMENTS/
WTR. PUR.&SALE CONT-BTW-DWC&CHART-CUST-1986

DuPAGE WATER COMMISSION

COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VVVILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS AMERICAN WATER
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF JUNE 11, 1986

WATER PURCHASE AND SALE CONTRACT

Table of Contents

	<u>Page</u>
PREAMBLES	
Section 1. Definitions	
Section 2. Water Supply	
(a) Agreement to Purchase and Sell	
(b) Certain Limits on Supply and Commission's Power to Contract	
(c) Emergency or Maintenance Shut-Off	
(d) Curtailment; Emergency Use of Other Sources	
(e) Water Quality	
Section 3. Storage, Delivery, Distribution and Conservation	
(a) Storage	
(b) Points of Delivery, Back-Flows, Pressure	
(c) Charter Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste	
Section 4. Measuring Equipment	
(a) Commission to Supply Equipment, Official Record	
(b) -Calibration	
(c) Check Meters	
(d) Variations between Meters; Reconciliation	
(e) Removal of Commission Metering Station	
Section 5. Unit of Measurement	
Section 6. Prices and Terms of Payment	
(a) Operation and Maintenance Costs; Underconsumption Costs	
(b) Fixed Costs	
(c) Bills and Due Date	
(d) Default Shares	
(e) Disputed Payments	
(f) Interest on Overdue Payments	
(g) Security Deposit	
(h) Rates to Charter Contract Customers Same	
(i) Limitation on Payments; Net Indebtedness of Charter Contract Customers	
(j) May Use Other Moneys	
(k) Sole Method for Charter Contract Customers to Enforce Provisions Hereof Against Other Customers	
(l) Beginning of Obligation to Pay	
(m) Provision in Lieu of Water Allocation	

- Section 7. Procedural and Other Limitations; Further Covenants of the Commission
- (a) Procedural Rule
 - (b) Lake Water Only
 - (c) Taxes
 - (d) Covenants to Be Set Out in Bond Ordinances/Resolutions
 - (e) Absolute Conditions
 - (f) Emergency Supply
 - (g) Governance
 - (h) Retail Sales
 - (i) Evidence of Customer Action
 - (j) Limitation on Funds
 - ~~(k) General Obligation Bonds~~
 - ~~(h)~~(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions
 - ~~(m) Use of Sales Taxes to Rebate Charges In Limited Circumstances~~
- Section 8. Special Conditions and Covenants
- (a) Commission to Build Waterworks System and Supply - Lake Water
 - (b) Title to Lake Water
 - ~~(c) Commission to Use Best Efforts to Build and Finance Construction~~
 - ~~(d)~~(c) Payments Hereunder an Operation Expense of Unit Systems
 - ~~(e)~~(d) Commission Insurance
 - ~~(f)~~(e) Commission to Continue to Serve
 - ~~(g)~~(f) Commission Covenant to Operate Properly
- Section 9. Additional Charter Contract Customer Covenants
- (a) Maintain and Operate Unit System
 - (b) Rate Covenant
 - (c) Segregate Revenues
 - (d) Future Subordination of Revenue Bond Lien
 - (e) General Covenant to Operate Properly
 - (f) Accounting and Audit
 - (g) Maintain Ownership of Unit System and Properties
 - (h) Insurance
 - (i) Budget and Appropriations
 - (j) Continue to Serve
 - (k) Maintain Water Allocation
 - (l) Combining or Separating Unit System Accounts
 - (m) Customer Covenants as to Rate of Withdrawal

Section 10. Election as to Water Purchase Requirements

Section 11. [Abandonment Intentionally Omitted](#)

Section 12. Subsequent and Other Contracts
(a) No Contract With Rate More Favorable
(b) Occasional Service Only Except to Contract Customers
(c) Subsequent Contract Terms

Section 13. Force Majeure

Section 14. Commission Defaults

Section 15. [Charter Contract](#) Customer's Obligation Unconditional

Section 16. Modification of this Contract or of the [Chicago Water Supply Contract](#)

Section 17. Non-Assignability

Section 18. Cooperation In Construction of Commission Water Supply

Section 19. Mutual Cooperation in Issuance of Obligations

Section 20. Regulatory Bodies

Section 21. Commission Cooperative Arrangements with Other Water
[Suppliers Supplies](#)

Section 22. Notices and Evidence of Actions

Section 23. Severability

Section 24. Effective Date and Term

Section 25. Governing Law; Superseder

Section 26. [Venue](#)

[Section 27.](#) Execution in Counterparts

SIGNATURES

EXHIBIT 1 Map

List of Defined Terms and References

<u>Term</u>	<u>Page</u>
Act	
Aggregate Costs	
Bonds	
Bond Resolution	
Charter Customers	
Charter Date	
Chicago Water Supply Contract	
Commission	
Contract	
Contract Customers	
Costs of the Project	
Customer	
Effective Date	
Fiscal Year	
Fixed Costs	
Full Water Requirements	
Lake Water	
Minimum Take or Pay Requirement	
Operation and Maintenance Costs	
Prior Contracts	
Project	
Rebate	
Rebate Recipients	
60% Completion Date	
Subsequent Customer	
Subsequent Contract	
Trustee	
Underconsumer	
Underconsumption	
Underconsumption Costs	
Underconsumption Ratio	
Unit System	
Water Allocation	
Waterworks System	

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of ~~XXJune 11, 1986~~, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq. (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Itasca
<u>Village of Bartlett</u>	Village of Lisle
Village of Bensenville	Village of Lombard
<u>Village of Bartlett</u>	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
<u>County of DuPage</u>	Village of Westmont
Village of Downers Grove	City of Wheaton
<u>County of DuPage</u>	Village of Willowbrook
City of Elmhurst	<u>Village of Winfield</u>
Village of Glendale Heights	City of Wood Dale
Village of Glen Ellyn	Village of Woodridge
Village of Hinsdale	

Private Utilities

Illinois American Water
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and act (collectively, the "Act") to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Charter Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Act to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing

this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the ~~Contract~~ Charter Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois ~~Department of Transportation~~ Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract ~~with the City of Chicago~~ to purchase Lake Water sufficient to meet the water supply needs of the Commission and the ~~Charter Contract~~ Charter Customers and others (the "~~Chicago~~ Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "~~Costs~~ of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Act, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation ~~Act~~, 5 ILCS 220/1 et seq., as amended, the Commission and ~~its~~ Charter Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, ~~its~~ Charter Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to ~~its~~ Charter Customers that the Commission ~~may~~ will use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, ~~its~~ Charter Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

~~WHEREAS, certain Charter Customers were members of the Commission as it existed under prior law and previously entered into water purchase contracts (the "Prior~~

~~Contracts” as hereafter defined) with the Commission, which gave them substantial rights not only as contracting parties, but also as voting members of the Commission; and such Charter Customers would not enter into this Contract, which cancels the provisions of the Prior Contracts, unless this Contract retained many of the powers and protections accorded to them in the Prior Contracts; and~~

WHEREAS, the Commission, in Article VI, Section 7.b5 (e) of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contractcharter Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b5 (e) which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contractcharter Customers herein; and such Contractcharter Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contractcharter Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contractcharter Customers and the obligations of the Commission under this Contract are intended by the Contractcharter Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

~~“Acts” means Division 135 of Article 11, Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq.~~

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986~~named as initial parties hereto in the heading of this Contract and which do properly authorize the execution of and execute a counterpart of this Contract as acceptance hereof and file the same with the Clerk of the Commission on or before the Charter Date as provided in Section 24 hereof.~~

~~“Chicago Water Supply Contract” means the water supply contract, dated March 19, 1984~~December 14, 1983, between the Commission and the City of Chicago, Illinois, as amended, or supplemented or extended from time to time, or any alternative water supply agreement.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this eContract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract~~Subsequent Customers, collectively.~~

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes,

including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission, ~~including Contract Customers.~~

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporation limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the ~~Chicago~~ Water Supply Contract, but not including Underconsumption Costs except as provided in Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

~~“Prior Contracts” means the water purchase contracts between the Commission and certain Charter Customers, executed on various dates in the year 1984, providing for a supply of Lake Water.~~

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

"Subsequent Customer" means a customer of the Waterworks System which has a Water Allocation, is not a ~~Contract~~Charter Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

"Subsequent Contract" means a contract which provides for a Customer to ~~either~~ take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement ~~of or~~ a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

"Trustee" means the trustee provided in the Bond Resolution.

"Underconsumer" means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

"Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer's Water Allocation times 365.

"Underconsumption Costs" means any amount which the Commission is obligated to pay under the ~~Chicago~~ Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the ~~Chicago~~ Water Supply Contract.

"Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the ~~Chicago~~ Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

"Unit System" means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

"Water Allocation" means, with respect to a Customer, such Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the; Illinois Department of ~~Natural Resources~~Transportation Administrative Opinion Order Nos. ~~XXLMO 80-1, LMO 80-4 and subsequent orders of the State of Illinois Department of Transportation;~~ or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water ~~from the City of Chicago’s water supply system to Customers substantially in accordance with the plans and project description attached hereto as Exhibit 1. Said Exhibit 1~~ which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission ~~on March 1, 1986, or within territory which by annexation or consolidation becomes part of municipalities defined as “included units” in the Act as the Act is written on March 1, 1986, without amendment thereto.~~

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Charter Contract Customer and each Charter Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Charter Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Charter Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Charter Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Charter Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Charter Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Charter Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii) the maximum amount of Lake Water available under the Chicago Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Charter Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein

provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the [Charter Contract](#) Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each [Charter Contract](#) Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each [Charter Contract](#) Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such [Charter Contract](#) Customer's Full Water Requirements, from any source including wells owned by such [Charter Contract](#) Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide ~~in the Chicago Supply Contract and similar water supply contracts~~ that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each [Charter Contract](#) Customer with Lake Water of a quality commensurate with that furnished other [Charter Contract](#) Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the [Charter Contract](#) Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The ~~Chicago~~ Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to [ten percent \(10%\)](#) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each [Charter Contract](#) Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a [Charter Contract](#) Customer be required to increase the water storage capacity contained in its Unit System (including its operable shallow well capacity which may be counted towards meeting up to [ten percent \(10%\)](#) of its storage requirements) to an amount more than ~~(4)~~ twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such [Charter Contract](#) Customer's annual average daily

water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the ~~Chicago Water Supply Contract~~) or (ii) ~~an amount of storage (including storage under construction or ordered to be constructed pursuant to this subsection) relative to its annual average daily water demand which is more than any other Contract Customer's storage relative to its annual average daily water demand.~~

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each CharterContract Customer's system are shown on Exhibit 1. Each CharterContract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control~~increasing/reducing~~ station. Each CharterContract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer~~increasing/reducing stations~~ to convey water from the Waterworks System into the Unit System. ~~The Commission shall pay or reimburse each CharterContract Customer for reasonable costs of design and initial construction of such stations; provided, that each CharterContract Customer shall provide appropriate sites without reimbursement.~~

~~Initial construction and f~~Future construction and modification of plans and specifications of the pressure ~~increasing/reducing~~ stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each CharterContract Customer's operation of its pressure adjusting or rate control~~increasing/reducing~~ stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control~~increasing/reducing~~ facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) CharterContract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each CharterContract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each CharterContract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may

directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each [CharterContract](#) Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each [CharterContract](#) Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each [CharterContract](#) Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a [CharterContract](#) Customer, the Commission will give the [CharterContract](#) Customer a copy of such journal or record book, or permit the [CharterContract](#) Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a [CharterContract](#) Customer if requested in writing by such [CharterContract](#) Customer to do so, in the presence of a representative of the [CharterContract](#) Customer, and the Commission and such [CharterContract](#) Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the [CharterContract](#) Customer in the presence of a representative of the Commission and the Commission and such [CharterContract](#) Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A [CharterContract](#) Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the

Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such [CharterContract](#) Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operations~~six (6) months~~. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew)~~without renewal~~, the Commission shall at its own expense remove metering equipment and stations from and restore the property of each [CharterContract](#) Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid,

the CharterContract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each CharterContract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such CharterContract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share ~~may be~~ based upon a rate or proportion higher than that which is applicable to CharterContract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the CharterContract Customers; provided, however, that in no event shall the Commission reduce the shares of CharterContract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. ~~Subject to the single limitation on its obligation to pay Fixed Costs set forth in this subsection, e~~Each CharterContract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such CharterContract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements ~~of or~~ Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years, ~~who are not relieved from Fixed Costs payments pursuant to the~~

~~payment limitation set forth in the last sentence of this subsection. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the CharterContract Customers; provided, however, that in no event shall the Commission reduce the shares of CharterContract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any CharterContract Customer for two (2) calendar years, each CharterContract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such CharterContract Customer's Water Allocation bears to the total Water Allocations of Contract Customers, ~~who are not relieved from Fixed Costs payments pursuant to the payment limitation set forth in the last sentence of this paragraph.~~ Subject to the single limitation on its obligation to pay Fixed Costs set forth in this paragraph, each Charter Customer's obligation to make all payment of Fixed Costs as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim and irrespective of whether Lake Water is ever furnished, made available or delivered to any Charter Customer or whether the Waterworks System is completed, operable or operating, and notwithstanding suspension, interruption, interference, reduction or curtailment of the supply of Lake Water. The rights of the Charter Customer in the event of the failure by the Commission to perform its obligations under this Contract are governed by Section 14. Each Charter Customer's obligation to pay Fixed Costs hereunder is subject to the single limitation that, if for any period of time (and only during such period) the Commission is in fact supplying the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of Contract Customers other than such Charter Customer, whose Full Water Requirements and Minimum Take or Pay Requirements are more than 85% of the sum of the Full Water Requirements or Minimum Take or Pay Requirements, as applicable, of all Contract Customers, and during such period of time the Commission is unable to supply any Lake Water to such Charter Customer, then such Charter Customer shall have no obligation to pay Fixed Costs for such period.~~

(c) Bills and Due Date. The Commission shall notify each CharterContract Customer of such CharterContract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The CharterContract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the Commission's notification, ~~or, if~~ If the Commission provides the notice later than the tenth (10th) day of the month, Charter-Contract Customer shall have, within twenty-eight (28) days of from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each CharterContract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such CharterContract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of

Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A CharterContract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the CharterContract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the CharterContract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each CharterContract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a CharterContract Customer desires to dispute all or any part of any payments under this Agreement, the CharterContract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the CharterContract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the billtime herein specified, or within a reasonable period from the time the CharterContract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the CharterContract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the CharterContract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a CharterContract Customer shall fail to make any payment required under this Contract on or before its due date, such CharterContract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the CharterContract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the CharterContract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance

with this subsection (f) and shall provide the [CharterContract](#) Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the [CharterContract](#) Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a [CharterContract](#) Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such [CharterContract](#) Customer, as a further obligation under this Contract, to deposit as security for the payment of such [CharterContract](#) Customer's obligations hereunder a reasonable amount determined by the Commission. The [CharterContract](#) Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such [CharterContract](#) Customer's default and the restoration of the Lake Water service to such [CharterContract](#) Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the [CharterContract](#) Customer in any payments due hereunder. If so applied, the [CharterContract](#) Customer shall provide funds within three (3) business days immediately to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the [CharterContract](#) Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the [CharterContract](#) Customer if the [CharterContract](#) Customer has performed all its obligations under this Contract.

(h) Rates to [CharterContract](#) Customers Same. No change in the rates or charges under this Contract for any [CharterContract](#) Customer may be made unless the same change is made for all [CharterContract](#) Customers.

(i) Limitation on Payments; Net Indebtedness of [CharterContract](#) Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each [CharterContract](#) Customer under this Contract shall be required to be made solely from revenues to be derived by such [CharterContract](#) Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any [CharterContract](#) Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the [CharterContract](#) Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for [CharterContract](#) Customers to Enforce Provisions Hereof Against Other Customers. Each [CharterContract](#) Customer acknowledges

that its obligations to make payments hereunder are of benefit to each other ~~CharterContract~~ Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the ~~CharterContract~~ Customer. Accordingly, each ~~ContractCharter~~ Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more ~~Contract-Subsequent~~ Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) **Beginning of Obligation to Pay.** The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of after any Bonds or the obtaining of Lake Water from the Commission, whichever is later-are issued.

(m) **Provision in Lieu of Water Allocation.** At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be ~~as follows:~~

~~—(i) prior to May 1, 1988, the MGD value set out for such Customer in Section 24 hereof, if applicable, or in the applicable Subsequent Contract for a Subsequent Customer and~~

~~—(ii) on or after May 1, 1988, such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.~~

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the ~~CharterContract~~ Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) **Procedural Rule.** No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Act: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to ~~CharterContract~~ Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional personnel either as employees or consultants; ~~or~~ (6) Amendment of the ~~Chicago~~ Water Supply Contract or (7) entering into any agreement to provide Lake Michigan Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any CharterContract Customer affected, the Commission shall not deliver any water to a CharterContract Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

~~**(c) Intentionally Omitted Taxes.** To the fullest extent it may lawfully do so, the Commission covenants to do as follows. It shall annually appropriate and impose its corporate sales taxes, or any taxes permitted which are a substitution for sales taxes, in the maximum amounts authorized by law. In the event that any CharterContract Customer (i) is not supplied by the Commission an amount of water equal to its Water Allocation times 365 times the Underconsumption Ratio for a given year but nevertheless pays a share of Underconsumption Costs for such year, (ii) is entitled to a Rebate as hereinafter defined and provided for or (iii) pays Operation and Maintenance Costs or Fixed Costs in the case of abandonment of the Waterworks System, the Commission shall apply such sums of money as it receives from the proceeds of such taxes (x) to repay to CharterContract Customers the amount paid by each, respectively, for Underconsumption Costs as set forth in clause (i), (y) to pay the Rebate as set forth in clause (ii) and (z) to repay to CharterContract Customers the amount paid by each, respectively, for Operation and Maintenance Costs and Fixed Costs as set forth in clause (iii). If the Commission cannot pay all of said amounts, it shall make payment thereon pro rata.~~

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the

CharterContract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the CharterContract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A CharterContract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any CharterContract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a CharterContract Customer or a group of CharterContract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the CharterContract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from CharterContract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

~~**(k) General Obligation Bonds.** The Commission shall not issue any Bonds until or unless they shall have issued general obligation bonds for the Waterworks System in an amount of at least \$100,000,000. Such general obligation bonds and Bonds may be issued simultaneously.~~

(kl) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the CharterContract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each CharterContract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the CharterContract Customers may be heard, and shall give the CharterContract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be

determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the CharterContract Customers may be heard, and shall give the CharterContract Customers not less than twenty-one (21) days notice of such hearing.

~~—— (Im) Use of Sales Taxes to Rebate Charges In Limited Circumstances. To the fullest extent it may lawfully do so, the Commission agrees to rebate solely from the corporate sales taxes of the Commission, or any taxes permitted which are a substitution for sales taxes, within a reasonable time, payments of Aggregate Costs made by Charter Customers under this Contract upon the conditions as follows:~~

~~—— (i) This provision applies only upon initial construction of the Waterworks System.~~

~~—— (ii) The “60% Completion Date” is defined as the date during initial construction upon which the Waterworks System is serving or able to serve the Full Water Requirements of Charter Customers the sum of whose Water Allocations equals or exceeds sixty percent (60%) of the sum of the Water Allocations of all Charter Customers.~~

~~—— (iii) This provision applies only to those Charter Customers (the “Rebate Recipients”) which are not being served or able to be served with any Lake Water by reason of the Waterworks System not having been sufficiently completed one year after the 60% Completion Date.~~

~~—— (iv) The Commission shall rebate from such sales taxes, or any taxes permitted which are a substitution for sales taxes, to each Rebate Recipient the amount paid (the “Rebate”) by such Rebate Recipient to the Commission pursuant to this Contract during the period beginning one year after the 60% Completion Date to the date upon which the Waterworks System can deliver Lake Water to such Rebate Recipient.~~

~~—— (v) The Commission agrees, to the fullest extent it may lawfully do so, annually to appropriate such amount of such sales taxes, or any taxes permitted which are a substitution for sales taxes, as may be necessary to meet its obligation to pay the Rebates to the Rebate Recipients; provided, the Commission shall not be required to pay any Rebates until it has had sufficient time to take such budget and appropriations measures as are necessary under law.~~

~~—— (vi) The Rebate Recipients are not relieved of any obligation under this Contract by the terms of this subsection but become entitled to payment of Rebates from the taxes as are herein described. The Charter Customers acknowledge that such funds are limited in amount. The Rebate Recipients shall have no recourse against any revenues of the Waterworks System. No interest shall be paid on any Rebate amount.~~

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water.

~~The Commission shall proceed promptly with the construction of the Waterworks System necessary to the performance of its obligations hereunder. The Commission will make a diligent effort to have its facilities completed to the point of delivery so as to furnish Lake Water to the Charter Customers by January 31, 1992, but the Commission does not hereby guarantee delivery by such date. The Commission shall not be liable to any Charter Customer for any damages occasioned by delay in the commencement of such service to any Charter Customer, and all payments provided for under this Contract remain due and payable in accordance with its terms notwithstanding any such delay. After Lake Water is first tendered for delivery to a Charter Customer at any point of delivery, T~~he Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any such CharterContract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each CharterContract Customer with such additional amounts of Lake Water as may be from time to time allocated to such CharterContract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water sSupplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such CharterContract Customer.

~~**(c) Commission to Use Best Efforts to Build and Finance Construction.** The Commission shall use its best efforts to obtain the necessary permits and contracts for labor and material, and to borrow funds and issue its Bonds therefor in order to acquire and construct the Waterworks System.~~

~~(d)~~**(c) Payments Hereunder an Operation Expense of Unit Systems.** Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each CharterContract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such CharterContract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such CharterContract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and d premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each CharterContract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and d authorize the prompt payment by such CharterContract Customer to the Commission of its shares of Aggregate Costs. The obligations of each CharterContract Customer under this Contract are further payable from all other accounts of the Unit System of each CharterContract Customer,

respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a CharterContract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a CharterContract Customer challenging the priority of such CharterContract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such CharterContract Customer, undertake the defense of the legal action at the Commission's expense.

(e)(d) Commission Insurance. The Commission will carry insurance or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(f)(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the CharterContract Customers.

(g)(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly ~~and advantageously~~.

Section 9. Additional CharterContract Customer Covenants. Each CharterContract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such CharterContract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient ~~(i)~~ to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii)

to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such [CharterContract](#) Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the [CharterContract](#) Customer to make the payments set forth in clause (ii) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such [CharterContract](#) Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a [CharterContract](#) Customer which exceed the obligations of such [CharterContract](#) Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the [CharterContract](#) Customer which authorizes the issuance after the date of this Contract of any obligation of the [CharterContract](#) Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this [Contract](#).

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards properly and advantageously.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such [CharterContract](#) Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such [CharterContract](#) Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in

writing, which consent shall not be unreasonably withheld such property is no longer useful or profitable in the operations of its Unit System. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such CharterContract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to but not in excess of two (2) times its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It ~~shall not combine its existing separate waterworks system with its separate sewerage system or separate its existing combined waterworks and sewerage system into separate systems before May 1, 1990. Thereafter, it~~ may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the CharterContract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the CharterContract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the CharterContract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such CharterContract Customer in writing.

(m) **Customer Covenants as to Rate of Withdrawal.** Each CharterContract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. ~~When and if the Commission pays in full all of its Bonds, a~~Any CharterContract Customer electing to takemay elect to thereafter purchase from time to time less than its Full Water Requirements, as determined by from the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such CharterContract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such CharterContract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days. Such CharterContract Customer's share of Operation and Maintenance Costs and Fixed Underconsumption Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed CostsUnderconsumption of such CharterContract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed CostsUnderconsumption of all Customers for such year.

Section 11. Resale Limitations. Charter Customers shall not resell more than five percent of the water purchased from the Commission except:

~~_____~~ (i) ~~to~~ retail water customers under published rates and charges, without any special contract; or

(ii) ~~A~~ any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Abandonment. ~~Upon obtaining the consent of not less than (i) two-thirds of all Charter Customers, (ii) a majority of those Charter Customers which would receive less than one-half of their Full Water Requirements due to the termination hereinafter referred to and (iii) a majority of those Charter Customers which would receive no Lake Water due to such termination, the Commission may elect to terminate acquisition and construction of all or any part of its Waterworks System prior to its substantial completion. All of the following must occur before such termination:~~

~~_____ (a) The Commission shall have found that the cost of substantial completion of the Waterworks System would so greatly exceed original estimates of that cost that it would not be economically feasible for the Contract Customers together to pay the Fixed Costs which would be payable after substantial completion.~~

~~_____ (b) The Commission and each Charter Customer shall have been provided with a certificate from an independent consulting engineer and a certificate from an independent financial consultant to the effect that they each concur with the finding of the commission described in subsection (a) of this Section.~~

~~_____ (c) The Charter Customers and any Trustee appointed under a Bond Resolution of the Commission shall have been given ninety (90) days' notice of the proposed termination of acquisition and construction of all or any part of the Waterworks System.~~

~~_____ (d) The Commission shall have caused to be prepared a cooperative study by an attorney or firm of attorneys having nationally recognized expertise in municipal finance, an independent consulting engineer, and an independent financial consultant as to the proper, advantageous and equitable operation and disposition of the assets of the Waterworks System.~~

~~_____ If the Commission terminates acquisition and construction of all or any part of the Waterworks System pursuant to this Section, the obligations of each Charter Customer to make the payments required for Aggregate Costs under Section 6 of this Contract or required under subsection 6(d) of this Contract shall continue.~~

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No Subsequent Contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Charter Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Charter Contract Customers, ~~The~~ Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use, Occasional water use is being the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, ~~The~~ Commission shall not enter into a Subsequent Contract with any of the units of local government or private entities that are is not a Contract Customer named in Section 24 hereof, unless such Subsequent Contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Charter Contract Customer, plus

interest on such costs from the time when they would have been paid, compounded semiannually, ~~at not less than ten percent (10%) per annum.~~

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The ~~differential and the~~ allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the CharterContract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the CharterContract Customers that are units of local government by giving notice to the CharterContract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The ~~C~~ommission shall convene the meeting, but thereupon the CharterContract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of CharterContract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The ~~C~~ommission shall keep the minutes of the meeting.

If the CharterContract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the CharterContract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of local government hereinafter referred to need to be induced to become CharterContract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to

serve all of said units, but that only those units of local government who become CharterContract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days~~a reasonable time~~ after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any CharterContract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any "Fforce Mmajeure" events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a CharterContract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any CharterContract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such CharterContract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the CharterContract Customer or CharterContract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. CharterContract Customer's Obligation Unconditional. The CharterContract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become

due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid ~~in error or~~ contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the [CharterContract](#) Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the ~~Chicago Water Supply Contract, including the City of Chicago,~~ does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the [CharterContract](#) Customers shall be absolutely and unconditionally obligated to make all payments hereunder ~~excepting the single limitation set forth in the last sentence of Section 6(b).~~ The Commission ~~may will~~ issue ~~its~~ Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the [CharterContract](#) Customers.

Section 16. Modification of this Contract or of the ~~Chicago Water Supply Contract.~~ Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the ~~Chicago Water Supply Contract~~ may be changed or modified unless the consent of the Commission and of three-fourths of the [CharterContract](#) Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any [CharterContract](#) Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the ~~Chicago Water Supply Contract~~, other water purchase or sale contracts of the ~~C~~ommission and the Bond [Ordinances/Resolutions](#), including without limitation the making of all deposits in various funds and accounts created under the Bond [Ordinances/Resolutions](#); or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond [Ordinances/Resolutions](#), to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the ~~B~~ond [Ordinances/Resolutions](#) or any ordinance authorizing bonds of any [CharterContract](#) Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the [CharterContract](#) Customers and the Commission. The right to receive all payments which are required to be made by the [CharterContract](#) Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the [Bond Ordinances/Resolutions](#) to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the [Bond Ordinances/Resolutions](#). The [CharterContract](#) Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The [CharterContract](#) Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each [CharterContract](#) Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such [CharterContract](#) Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each [CharterContract](#) Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and [maintain the Waterworks System install the points of delivery and the appurtenant devices](#).

Section 19. Mutual Cooperation in Issuance of Obligations. Each [CharterContract](#) Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each [CharterContract](#) Customer in the issuance of the [CharterContract](#) Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each [CharterContract](#) Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself [in accordance with GAAP](#);
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain [and any](#) untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;

(v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the [CharterContract](#) Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the [CharterContract](#) Customers affected or the Commission either in person or by United States mail, via [certifiedregistered](#) mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any [CharterContract](#) Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such [CharterContract](#) Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. ~~For purposes of this Section of the Contract, the following units of local government are included as potential Charter Customers and shall have the MGD value set forth for each in parentheses beside its name:~~

Unit of Local Government and MGD

Village of Addison	(4,980)	Village of Lombard	(4,634)
Village of Bensenville	(2,682)	City of Naperville	(9,624)
Village of Bloomingdale	(2,411)	Village of Oak Brook	(4,219)
Village of Carol Stream	(2,793)	City of Oakbrook Terrace	(0.663)
Village of Clarendon Hills	(0.749)	Village of Roselle	(2.072)
City of Darien	(1.480)	Village of Villa Park	(2.349)
Village of Downers Grove	(6.479)	City of West Chicago	(2.896)
The County of DuPage	(1.492)	Village of Westmont	(1.818)
City of Elmhurst	(6.021)	City of Wheaton	(5.909)
Village of Glendale Heights	(2.211)	Village of Willowbrook	(1.287)
Village of Glen Ellyn	(3.134)	Village of Winfield	(0.856)
Village of Hinsdale	(2.906)	City of Wood Dale	(1.200)
Village of Itasca	(0.700)	Village of Woodridge	(2.599)
Village of Lisle	(2.652)		

~~The Commission shall authorize and execute this Contract and offer it to the aforesaid units. The aforesaid units shall have until September 1, 1986 (the "Charter Date"), to authorize the execution of and execute a counterpart of this Contract as acceptance hereof and to file same with the Clerk of the Commission. This Contract will become effective on the date (the "Effective Date"), which must be on or before February 24, 2024 the Charter Date, upon which said units having an MGD value as listed which have in total sum to an MGD value of 55 or more shall have executed and filed counterparts hereof. Said units may become Charter Customers by executing and filing counterparts hereof after the Effective Date but on or before the Charter Date. If on or before the Charter Date an insufficient number of said units shall have executed counterparts hereof so as to make this Contract effective, then this Contract shall be null and void and of no effect as to the Commission and all units having so executed and filed. If effective as hereinabove provided, this Contract may be executed in counterparts and shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2024 2064. The Charter Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.~~

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Commission and the Charter Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 276. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

SIGNATURE PAGES TO FOLLOW

VILLAGE OF ADDISON,
ILLINOIS
By ANTHONY RUSSOTTO
President
Date: 8/29/86

[SEAL]

Attest:

By PANOREA LEKKAS
Village Clerk

VILLAGE OF BENSENVILLE,
ILLINOIS
By JOHN C. GEILS
President
Date: 8/29/86

[SEAL]

Attest:

By ELVIRA L. JOHNSON
Village Clerk

VILLAGE OF BLOOMINGDALE,
ILLINOIS
By SAMUEL J. TENUTO
President

Date: 8/29/86

[SEAL]

Attest:

By MARIE E. TAYFEL
Village Clerk

VILLAGE OF CAROL STREAM,
ILLINOIS

By JANICE GERZEVSKE
President

Date: 7/22/86

[SEAL]

Attest:

By CLELA A. MONTGOMERY
Village Clerk

VILLAGE OF CLARENDON
HILLS, ILLINOIS

By ALAN I. HURD
President

Date: 8/4/86

[SEAL]

Attest:

By MARY A. ARNOLD
Village Clerk

CITY OF DARIEN,
ILLINOIS

By ERWIN A. SIROVY
Mayer

Date: 8/27/86

[SEAL]

Attest:

By GERTRUDE M. COIT
City Clerk

VILLAGE OF DOWNERS

GROVE, ILLINOIS

By BETTY M. CHEEVER

Mayer

Date: 8/18/86

[SEAL]

Attest:

By BARBARA WALDNER
Village Clerk

CITY OF ELMHURST,

ILLINOIS

By ROBERT J. QUINNI

Mayer

Date: 8/18/86

[SEAL]

Attest:

By DOROTHY L. SCHMIDTKE
Deputy City Clerk

VILLAGE OF GLENDALE

HEIGHTS, ILLINOIS

By JERI SULLIVAN

President

Date: 8/28/86

[SEAL]

Attest:

By PAT ZAGNY
Village Clerk

VILLAGE OF GLEN ELLYN
ILLINOIS

By MICHAEL R. FORMENTO
President

Date: 8/25/86

[SEAL]

Attest:

By WILMA D. LINDE
Village Clerk

VILLAGE OF HINSDALE,
ILLINOIS

By RICHARD L. MILLER, JR.
President

Date: 8/26/86

[SEAL]

Attest:

By ELLEN B. MOONEY
Village Clerk

VILLAGE OF ITASCA, ILLINOIS

By SHIRLEY H. KETTER
President

Date: 8/26/86

[SEAL]

Attest:

By EDWINA SKORA
Village Clerk

VILLAGE OF LISLE, ILLINOIS

By GEORGE A. VARNEY

President

Date: 8/11/86

{SEAL}

Attest:

By MARJORIE M. CONNELLY

Village Clerk

JOSEPHINE A. HIRSMAN

Deputy Clerk

VILLAGE OF LOMBARD,

ILLINOIS

By RICHARD ARNOLD

President

Date: 8/21/86

{SEAL}

Attest:

By LORRAINE G. GERHARDT

Village Clerk

VILLAGE OF NAPERVILLE,

ILLINOIS

By MARGARET P. PRICE

Mayer

Date: 8/5/86

{SEAL}

Attest:

By SUZANNE L. HOLT

City Clerk

VILLAGE OF OAK BROOK,

ILLINOIS

By WENCE F. GERNE

President

Date: 8/12/86

[SEAL]

Attest:

By MARIANNE LAKOSIL

Village Clerk

CITY OF OAKBROOK

TERRACE, ILLINOIS

By RICHARD F. SARALLO

Mayor

Date: 8/27/86

[SEAL]

Attest:

By ROBERTA GRENINGER

City Clerk

VILLAGE OF ROSELLE,

ILLINOIS

By SANDRA J. BIRDSALL

President

Date: 7/7/86

[SEAL]

Attest:

By HARRIET M. WARD

Village Clerk

VILLAGE OF VILLA PARK,

ILLINOIS

By PAUL W. HYDE

President Pro Tem

Date: 8/26/86

[SEAL]

Attest:

By M. CAROL REEDY
Village Clerk

VILLAGE OF WESTMONT,
ILLINOIS

By FRANK H. BELLERIVE
Mayer

Date: 8/28/86

[SEAL]

Attest:

By ELMER FRIES
Village Clerk

CITY OF WHEATON,
ILLINOIS

By ROBERT J. MARTIN
Mayer

Date: 8/25/86

[SEAL]

Attest:

By LILLIAN JOHNSON
City Clerk

VILLAGE OF WILLOWBROOK,
ILLINOIS

By EUGENE NOOSE
President

Date: 8/25/86

[SEAL]

Attest:

By DARLENE WILSON
Deputy Village Clerk

CITY OF WOOD DALE,
ILLINOIS

By JERRY C. GREER
Mayor

Date: 8/25/86

[SEAL]

Attest:

By GERALDINE JACOBS
City Clerk

VILLAGE OF WOODRIDGE,
ILLINOIS

By WILLIAM F. MURPHY, JR.
Mayor

Date: 8/28/86

[SEAL]

Attest:

By DOROTHY M. STAHL
Village Clerk

DuPAGE WATER COMMISSION

By GEORGE CONGREVE
Chairman

Date: 8/29/86

[SEAL]

Attest:

By PETER W. ERNST
Clerk