

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
NOVEMBER 21, 2023
7:00 P.M.

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

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

*6. MINUTES: Board, Committee, Public Hearing Minutes November 7, 2023

*7. BILL LIST: November 21, 2023

8. TREASURER'S REPORT: September, 2023
 Sales Tax Report – September, 2023
 Motor Fuel Tax Report – September, 2023

9. PRESIDENT'S REPORT:
A. Recognizing Small Business Saturday Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. An Ordinance Dissolving the Bartlett Quarry Special Tax Allocation Fund and Terminating the Designation of the Bartlett Quarry Redevelopment Project Area Within the Village of Bartlett, DuPage, Cook, and Kane Counties, Illinois
2. An Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 22B in the Brewster Creek Business Park

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. A Resolution Urging the Restoration of the Local Government Distributive Fund for Illinois Municipalities

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Ordinance Approving a Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers
- *2. Resolution Approving an Extension of the Water Supply Contract Between the DuPage Water Commission and the City of Chicago

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of November 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Civic Engineer Nick Talarico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Goff from Poplar Creek Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add item 12.F.1. Purchase of (1) 2024 Ford F550 Super Duty Truck from Sutton Ford Commercial Truck Center in Matteson, IL to the Consent Agenda.

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

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



**VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023**

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Deyne moved to Approve the Amended Consent Agenda and that motion was seconded by Trustee Suwanski.

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT
- A. Board of Police and Fire Commissioner Reappointments

Three-Year Terms

President Wallace stated that with the advice and consent of the Village Board, I re-appoint Dr. Jane Kirkby to serve a three-year term as Chairman of the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026

Trustee Deyne Motioned to Concur to the re-appointment of Dr. Jane Kirkby to serve a three-year term on the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026 and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO CONCUR TO THE RE-APPOINTMENT OF JANE KIRKBY TO THE BOARD OF POLICE AND FIRE COMMISSIONERS

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED



**VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023**

President Wallace stated that with the advice and consent of the Village Board, I re-appoint John McGuire to serve a three-year term on the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026

Trustee Deyne Motioned to Concur to the re-appointment of John McGuire to serve a three-year term on the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026 and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO CONCUR TO THE RE-APPOINTMENT OF JOHN MCGUIRE TO THE BOARD OF POLICE AND FIRE COMMISSIONERS

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

President Wallace stated that with the advice and consent of the Village Board, I re-appoint John Sampey to serve a three-year term on the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026 and that motion was seconded by Trustee Gunsteen.

Trustee Suwanski Motioned to Concur to the re-appointment of John Sampey to serve a three-year term on the Board of Police and Fire Commissioners beginning November 7, 2023 and expiring November 7, 2026 and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO CONCUR TO THE RE-APPOINTMENT OF JOHN SAMPEY TO THE BOARD OF POLICE AND FIRE COMMISSIONERS

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Jamie Wiley from Lauterbach & Amen, LLP presented the 2023 Auditor's Report. She stated that this is for the fiscal year ending April 30, 2023. She stated that the finance team does an outstanding job preparing for the audit and is well prepared and ready for them when they come in and there were no issues. She explained that the village earned the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. She stated that it was a good financial performance year for the village.

Trustee Gunsteen asked if the village ranks pretty high against other municipalities.

Ms. Wiley stated that when they come to Bartlett it is very well organized. They typically have very few adjustments. For a community of this size, it is probably not the norm. They expect to have much more work to get to an end product. Bartlett is in the upper category of prepared



VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023

and knowledgeable clients that they work with in municipal space.

Trustee Gandsey asked what percentage of communities get the GFOA award.

Ms. Wiley stated that they work with a lot of certificate clients since they are one of the top ten firms in the country. She would guess that only about 50% of their clients go for this award.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff anniversaries and birthdays.

Trustee Hopkins asked about the charges over the last several months from Bryan Mraz that were on the Bill List. He asked for a policy where if something is older than 90 days, they don't pre-issue a check and the board gets an explanation why it is 90 days old. This is hundreds of thousands of dollars and he wanted the board to understand what he is billing for and why is it nine months old.

Village Administrator Paula Schumacher stated that they get a detailed breakdown and she will include it with the bill list.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2023-104, Ordinance Granting a Rear Yard Variation for 1027 Valewood Road was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented the 2023 Estimated Property Tax Levy. The Village Board discussed the proposed tax levy at the October 3rd and October 17th Committee meetings. The next step is to establish the estimated 2023 property tax levy. An estimated levy must be established at least 20 days prior to the adoption of the final levy, which is scheduled for December 5, 2023. The estimated property tax levy for 2023 totals \$12,874,801, a 9.08% increase from the 2022 estimated extension. The General Corporate levy increase of \$750,000 is expected to be offset by the addition of taxable assessed value being added due to the closing of the Brewster Creek TIF. The Police Pension levy of \$2,682,060 is an increase of \$478,439 over the 2022 Police Pension levy. Pension cost increases were related to 2 service retirements, salary increases, and a reduction of the assumed rate of return by 0.125%. The increased contribution requirement from



VILLAGE OF BARTLETT BOARD MINUTES November 7, 2023

the prior year of \$319,175 will again be funded from the General fund. The Debt Service levy is higher than the prior year levy by \$26,826. Overall, the levy increase not supported by added taxable property from the Brewster Creek TIF closing is 4.35% or approximately \$40-\$45 for a home with a market value of about \$400,000.

Trustee LaPorte moved that the 2023 Estimated Property Tax Levy be established at \$12,874,801 and that motion was seconded by Trustee Deyne.

Trustee Gunsteen stated that they don't take raising taxes lightly. They already approved the budget and that this levy is for projects already on their way for this portion. He will take a vigorous examination of the 2024 budget to see where they can save to reduce this back down in 2024. There are homes being built by D.H. Horton, a card dealer, Aldi, and other sources of income. He felt that they should see something to offset this. They can go through the capital expenses and push things out a couple of years. Raising taxes do not sit easy with him.

Trustee LaPorte stated that they have maintained a flat level for many years, and this is the first year that it spiked.

Finance Director Todd Dowden stated that from about 2008 it has been flat although they raised it a couple years ago by \$100,000 for the brush pick up program (general corporate levy). Police pension has been increasing and they raised the debt service levy when they did the police station bonds. It has been pretty level over the last few years as well.

President Wallace stated that the police pension levy is the bulk of what they are dealing with.

Mr. Dowden stated that the general fund has been supported by increases in business sales tax.

Trustee Gandsey asked him what they can expect in the future with the houses going in and other projects and how that will impact the future.

Ms. Schumacher stated that they have a number of things that are coming online. They don't include revenues until they see them coming in. They make conservative estimates on those, especially those that include tax rebate agreements (car dealership, More Brewing, Aldi). Once they are in there for a year, they will have a better way to estimate. We have Grasslands that plans to have more units available in the next year. The car dealership has indicated that they hope to be selling cars by Black Friday. We have these pretty significant revenue generators coming online but we have estimated those revenues cautiously. For next year, the other thing to consider is that some of those rebate agreements will be expiring in the next one to two years.

Trustee Gandsey asked about some of these developments that come online, at what point will we know what the impact is.

Mr. Dowden stated that with the case of the car dealer, fifty percent is being rebated and fifty percent is going towards the debt that was built up in the Lake Street TIF where the parking lot is. That is going to pay off that property so we won't see sales tax revenue to the general fund from



**VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023**

the car dealership until after that \$2.5 million in the debt is paid off (a few years). As far as the new homes go, the way that we would recognize or receive the revenues by the new homes would be by increasing the levy. The revenue from residential property is from property taxes. Sometimes we raised the levy and it does not increase the taxes for everybody. When a new business comes in, we see what kind of taxes come in and we budget for it the next year.

Trustee Suwanski asked if there was an impact on this to the property tax increase to small businesses.

Mr. Dowden stated that small businesses are all different values. You would have to base that on their assessed value. Cook and DuPage counties assess the values differently.

Trustee Suwanski asked about any of the businesses in Brewster Creek like the larger ones.

Mr. Dowden stated that the rate in DuPage County would be about a four percent increase to their taxes.

Trustee Suwanski stated that when we are taking into account the shortfall that we have, examples were on homeowners.

Mr. Dowden stated that ninety-five percent of our taxable assessed value is residential. They will pay the bulk of the taxes. The increase we are talking about is across the board and we use examples of residential properties because it makes up for ninety-five percent of the tax base.

Trustee Suwanski asked what options we have, or can we bring some on this, knowing that our police pension is going to double again in 8 years. She understood that these were not things under his control but we are not the only municipality dealing with this. Are there other options or opportunities on the table to address this?

Ms. Schumacher stated that there is legislation under consideration, both in the veto and moving forward to do two things. One is to increase tier 2 benefits which will increase our costs. The other flipside of that coin is the extension of when we would need to be fully funded. Right now it is 2040 but they are talking about extending it for another 10 years. That will take some of the pressure off for reaching that funding goal. There are things outside of our control such as the rate of return on the investment fund and the number of retirees. When we talked about our hiring needs in the turnover within the department, we hired a number of police officers through the cops grant in the 1990's when we were growing. They have all had that kind of "sweet spot" of when to retire. We do not anticipate having that wave of retirements coming up. That is another thing that will hold down those pension costs. We have a policy of funding 100% of the actuarial recommendations. Not every community follows that philosophy. She would not recommend backing off of that but it is an option that they could consider.

Trustee Suwanski stated that since they have determined that a lot of the shortfall has to do with policies driven in Springfield and a lack of proper funding for the LGDF, she would like to see some public awareness from the mayors in the community or the coalition to get the public



VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023

involved in this and understand that Springfield is holding our money/their money. When we have to raise our taxes because they owe us and are giving things away somewhere else, that is not acceptable.

President Wallace stated that he had a big push a couple of years ago and he was very active with DuPage Mayors and Managers. He had Mr. Dowden explain in his view how much we have been short. For that purpose we could get it on public record and he totally agreed with her that we are putting out more and more pressure. We can't let Metro Mayors or DuPage Mayors and Managers let this slide more. We need to keep pushing and pushing for that money.

Ms. Schumacher stated that that is one of the messages that the COG's have been giving us. We have made some incremental progress, little as it is, in Springfield, to get LGDF back to where it has historically been. Conferences have committed to keeping that part of their legislative agenda in Springfield with the COG lobbyists. One of the things that the Mayors and Managers are very involved in is individual meetings with our legislators. We have a sheet for each community that tallies up the difference in that funding that the mayor has alluded to. Also, programs and projects that are not being done because there is no money to do them. We also have a little history lesson for those legislators who hadn't been part of the grand bargain to reduce and restore it. Those have been very effective for lobbying our legislators. The conferences are in the process of updating those and we will be updating those. We can include them out to the community. One of the things this board has done in the past is passing a resolution calling for the legislator to restore LGDF funding and we can certainly do that again to shine a spotlight on it.

President Wallace stated that he was sitting at a meeting with the DuPage Mayors and Managers when they were discussing the highest impact you could have. He brought up that we need to show them the programs we are missing because of this money being taken away. It is very important because then all the residents can see it in black-and-white.

Ms. Suwanski stated that they don't care but the residents will care. She explained that the residents do not know about this but if they start seeing articles in the Herald or the Examiner or the Tribune, they might figure it out then.

President Wallace stated that this is when people wake up - when the real estate taxes go up. We can then point to that exact reason.

Trustee Suwanski stated that if we had the proper funding we would not be having this conversation.

Trustee Hopkins asked in what year did they cut the LGDF.

President Wallace stated that they went down to 8 and then down to 6.

Mr. Dowden stated that they did it the year that they raised the state tax from 3% to 5%.



**VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023**

Trustee Hopkins asked if they raised taxes to offset that.

President Wallace stated that they did not.

Trustee Gunsteen asked if prior to that we raised it for police pension instead of taking it out of the general fund.

Mr. Dowden stated that police pension has been supported by the property tax levy.

Trustee Suwanski stated that Springfield just announced that they are spending \$15 million dollars to promote tourism. Perhaps we could promote our tourism with our money if we wanted to. They owe us money but they are giving money away.

Trustee Gunsteen stated that the village only gets 9% of the tax bill. 62% of our tax bill goes to the U-46 School District which is a big portion of it. A 21% tax increase was a lot to take.

Trustee LaPorte stated that U-46 just approved a \$48.8 million dollar budget. We are trying to propose a \$12.9 million dollar budget. They did it and nobody said a word. It just happens and we have to take it. The village's portion of the tax bill is 10%. We could run 4 Village of Bartlett's for the price of one U-46.

President Wallace stated that you can't have inflation the way it was without it costing the village more to run the village.

Trustee LaPorte stated that they are saying the inflation rate is 4% when it is actually closer to 11%.

**ROLL CALL VOTE TO APPROVE THE 2023 ESTIMATED PROPERTY TAX LEVY AT
\$12,874,801**

AYES: Trustees Deyne, Gandsey, Gunsteen, LaPorte, Suwanski

NAYS: Trustee Hopkins

ABSENT: None

MOTION CARRIED

Trustee LaPorte stated that Resolution 2023-105-R, a Resolution Approving of Disbursement Request for Payout No. 9 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that the BAPS Fireworks Display Permit Request was covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
BOARD MINUTES
November 7, 2023

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the purchase of (1) 2024 Ford F550 Super Duty Truck from Sutton Ford Commercial Truck Center Matteson, IL was covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Gandsey asked if the fall leaf cleanup will be extended.

Assistant Village Administrator Scott Skrycki stated that he would check if an extension is necessary.

Trustee LaPorte thanked Bartlett Hills for a recent event he had and that it exceeded expectations. They raised \$600 for brain cancer.

President Wallace stated that he has a wedding to attend and will not be able to attend Merry and Bright.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss,

Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:46 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES November 07, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of November 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:47 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Village Engineer Bob Allen, Civil Engineer Nick Talarico, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

TOWN HALL: None

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY **Lake Street TIF Discussion**

Chairman Gandsey introduced the item.

Lee Brown from Teske Associates presented an update/PowerPoint on the Lake Street TIF.

President Wallace asked what happened with the EAV in 2019.

Mr. Brown stated that the area itself had a 36% increase, which was probably related to one individual property being upgraded.

Planning and Development Director Services Kristy Stone stated that it would have been Dunkin'.

President Wallace asked about the EAV numbers.

Mr. Brown clarified where the dollar amounts for the EAV were.

President Wallace asked about Area K on the map and what used to be there.

Ms. Stone stated that it used to be Spaulding Movers.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 07, 2023

President Wallace asked about the Hanover Park TIF off Route 20. He thought that would be a good example to see how long it took them to build that out and what the EAV was when they started and what it is now.

Mr. Brown stated we can get that.

President Wallace stated the townhomes started first, and he doesn't think the Starbucks has been there too long.

Chairman LaPorte asked if mixed-use could be added to the formula. If you are running a stand-alone bar in Cook County, you will get beat up, but if you have an apartment upstairs, the taxes will be much less.

Mr. Brown stated this is not zoning, so the map we will include in the redevelopment plan will not be zoning, but we will make it as flexible as possible. We are seeing difficulty with vertical mixed-use, but site mixed-use with a commercial site next to a commercial site is easier for a developer to make money on.

Chairman LaPorte stated that you are seeing buildings in the Fulton Market area with office, retail, apartments, etc.

Chairman Gunsteen stated the whole thing hinges on the state giving up that property.

President Wallace asked if we ever found out if Tom's is leasing from IDOT.

Village Administrator Paula Schumacher stated we believe they are. She added that IDOT told us this week they will have a response to our request to vacate that property, in January.

Ms. Stone added going back to the question about Hanover Park's TIF, the first tax year was 2002, which generated \$233,305 in revenue the first year. So far, in total revenue, it has earned \$22 million dollars.

President Wallace stated this area is almost identical as far as car counts and types of businesses it would attract, etc.

Chairman Gandsey asked about the next steps.

Mr. Brown stated we want to pace ourselves as the property owners move forward with the annexation. At the same time, we have to prepare that redevelopment plan that goes to the public hearing. In January, if this continues on the track we are hoping, we would come back with a resolution that says this would be the public hearing date. Until we have a date, all the dates for the Joint Review Board, etc., are planned from that date forward.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 07, 2023

LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS **Video Gaming Class Discussion**

Chairman Hopkins introduced the item.

Sr. Management Analyst Samuel Hughes stated we are looking to get the board's view on whether we want to move forward with increasing the restrictions on video gaming or just make some small adjustments to our current system.

President Wallace expressed confusion about the desired direction when reviewing the memo with various options. At one point, there was a leaning towards kitchen size, but he believed that idea had been set aside.

Ms. Schumacher stated she thought a lot of criteria other towns use are mushy and pretty easy to sidestep. The menu could change for example and one of the issues the board has expressed, the buffer from other gaming locations is a pretty straight forward regulation. The add-on license really does give you more flexibility as well. That is a way to get at the increase control the board was looking for. Establishing some less subjective criteria like the seating capacity and square footage may be a little more concrete.

Village Attorney Kurt Asprooth stated the add-on license would give the village board the ability to set a maximum number of establishments that are going to have video gaming. You can still increase the number of liquor licenses without gaming, so it is a way to curtail the expansion of gaming. You will always have the right to increase the number of add-on licenses as well. If we think we can stomach more video gaming, we can increase the number of video gaming licenses for restaurants, while not increasing the number of licenses for gaming café's.

President Wallace favored both buffering and the add-on license, especially to prevent excessive gaming proximity.

Chairman Gandsey stated right now the state limits shopping centers to 50% capacity for gaming, but if we had a buffer that would reduce that.

Chairman Gunsteen stated he reached out to one of the gaming providers and they have seen a reduction in traffic and revenue regarding gaming cafes because a lot of these people that are opening these cafes are realizing people do not just walk in when there are so many other places. They are looking for ways to reinvent themselves be it with food, like a hotdog stand, full restaurant or making it a bar atmosphere etc. It is self-regulating, so if a person is going to put up \$150,000-\$200,000 for a gaming business and he is not making it, then those games get pulled. They have a certain threshold they must produce.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 07, 2023

Chairman LaPorte stated on the flipside, we don't have a lot of vacancy right now. They are paying rent to the landlord and the space is not vacant, so whether people patronize it or not is a different story.

President Wallace asked if we could use the add-on as a tool to buffer.

Mr. Asprooth stated the add-on license would mean any new establishment coming in would need to comply with those buffers so everything we have now would stay the same, but if there was a new location coming in, they would need to comply with those buffers.

Chairman Suwanski asked if it would be any gaming terminals or just a restaurant.

Mr. Asprooth stated you could decide to buffer it from any other café or from any restaurant with gaming.

President Wallace stated we would need to create a new ordinance on what other communities do to define a café. If we did want to create those add-on licenses, we would have a café license then a general video gaming license.

Chairman Gandsey asked if Schaumburg or Carol Stream implemented this before or after gaming.

Mr. Hughes stated Schaumburg originally did not allow gaming until 2019 so they did not have anything at the time and limited it to 5 gaming cafes under the definition they provided. Carol Stream was in 2022 and there was after the fact, so they already had establishments.

Chairman Gandsey asked if they had any information on what it did or the impact.

Mr. Hughes stated they created the limit based on how many gaming cafes they already had. They have two more that have applied, right now they are maxed out, but they can make the choice to add more licenses if they wish.

Chairman Suwanski stated looking at May's from the outside, there doesn't appear to be much of a buffer hiding the games from the windows.

Chairman Gunsteen stated it is just a standard build out. In his opinion, if you want to stop gaming café's from coming in, you must require a kitchen with a menu. They want to do a cheap build out and start making money. That also pushes the need we have for hotdog stands etc. and if the business fails, we have kitchen units available. I can tell you that if it was required, Wee Dee's would not have gotten rid of their food, they would have maintained that.

Chairman Deyne stated on this list, there are at least a half dozen that do not have kitchens.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 07, 2023

Chairman Gunsteen stated that is the other side of the coin. He believes it is self-regulating, but if we want to see different types of businesses come in and we can require a full kitchen, then this might be an option.

President Wallace stated instead of requiring a kitchen, maybe we can do that with the add on license. Maybe that is the first step where we can decide to give them an add-on or not.

Chairman Gandsey agreed.

President Wallace stated if someone comes in with a great brick oven pizza and everyone loves it, but it doesn't have a commercial kitchen and they want a license down the road and its small enough, that might hinder them.

Chairman Gunsteen stated gaming takes a lot of the risk out.

Chairman Deyne stated he doesn't want to discourage anyone from opening a business in town and we generate revenue from them.

Chairman Suwanski stated if they have to have a commercial kitchen, does it have to have a menu or just the kitchen.

President Wallace stated he is not a fan of the commercial kitchen idea because there are a lot fewer places you could do that in strip malls because of the venting and everything else, but he is a fan of the add-on license. It gives us more control without being too restrictive.

Chairman Gandsey stated even if it is self-regulating and it takes 5 years to self-regulate, she would hate to miss out on good businesses that want to move in.

President Wallace agreed and stated if this TIF on Lake Street goes through, we have to think if we want a bunch of gaming places along that corridor.

The board suggested moving forward with the add-on license and buffering.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman LaPorte.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
November 07, 2023**

ROLL CALL VOTE TO ADJOURN

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

ABSENT: None

MOTION CARRIED

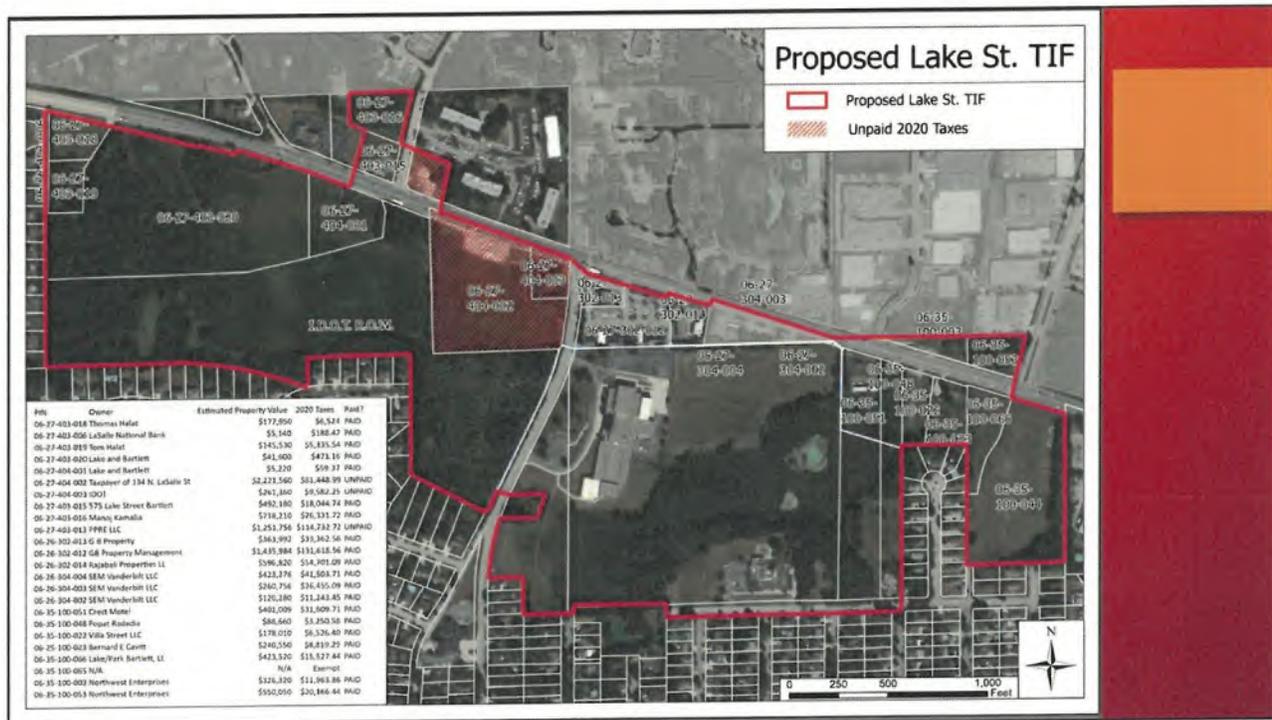
The meeting was adjourned at 8:28 p.m.

Samuel Hughes
Deputy Village Clerk

Potential Lake Street TIF

Bartlett Committee of the Whole
November 7th, 2023

1



2

The Project Area Meets the Eligibility Requirements

Project Area must meet at least three (3) eligibility criteria to qualify as a 'conservation area' and 50% of the structures must be 35 years or more in age as defined in the Tax Increment Allocation Redevelopment Act:

- Dilapidation
- Deterioration
- Excessive Vacancy
- Lack of Community Planning
- Decline or relative decline in Equalized Assessed Value (EAV)

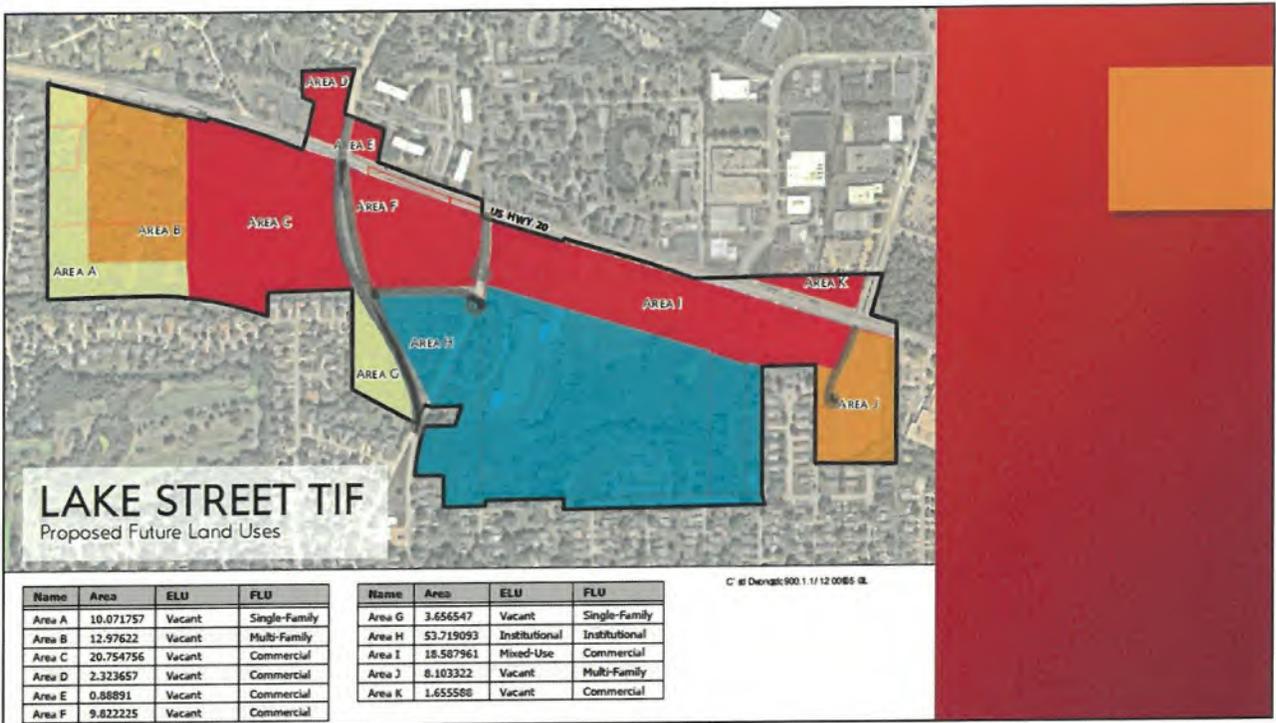
Eligibility factors should be present to a **meaningful extent** and **reasonably distributed** within the Project Area.

3

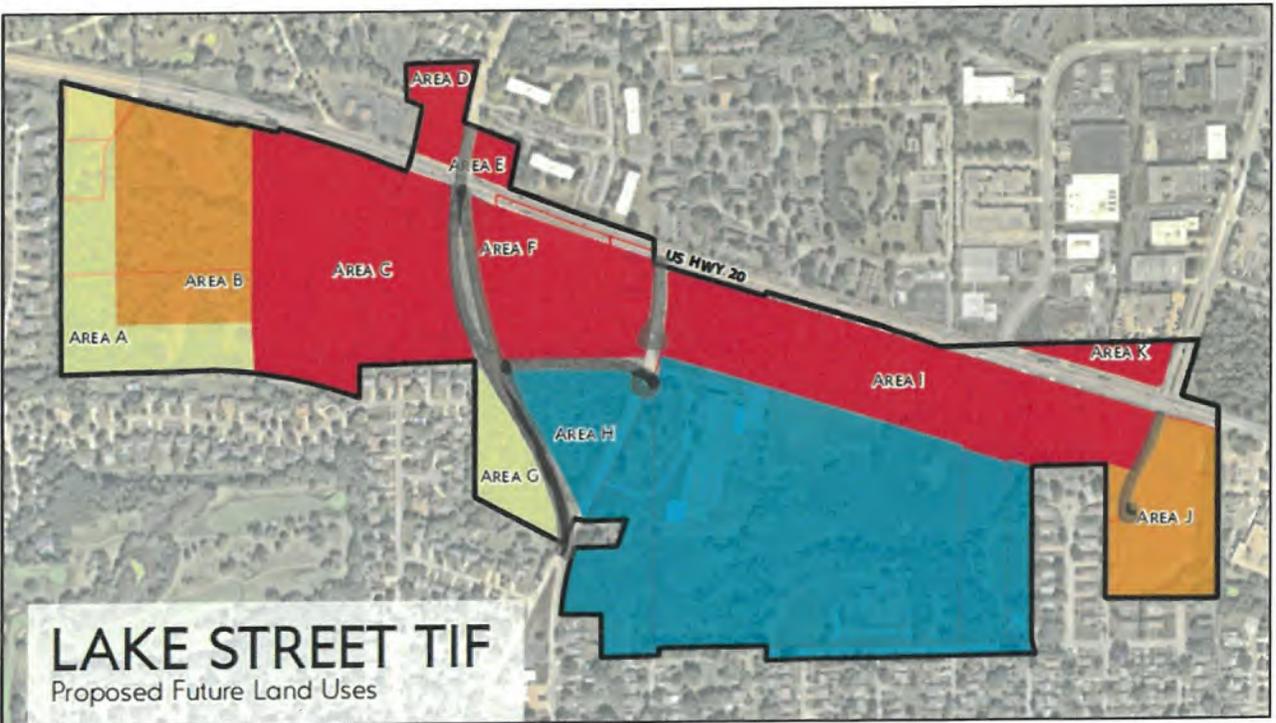
Relative Decline of EAV

Description	2018	2019	2020	2021	2022
Total EAV of Project Area	\$4,265,682	\$5,807,170	\$5,939,324	\$5,417,294	\$5,496,381
Percent Change of EAV	-1.02%	36.14%	2.28%	-8.79%	1.46%
Total EAV of Village (excluding project area)	\$ 1,094,130,228	\$ 1,160,830,013	\$ 1,186,453,323	\$ 1,176,383,489	\$ 1,328,177,139
Percent Change of EAV	1.74%	6.10%	2.21%	-0.85%	12.90%
Percent Change of CPI	2.44%	1.81%	1.23%	4.70%	8%

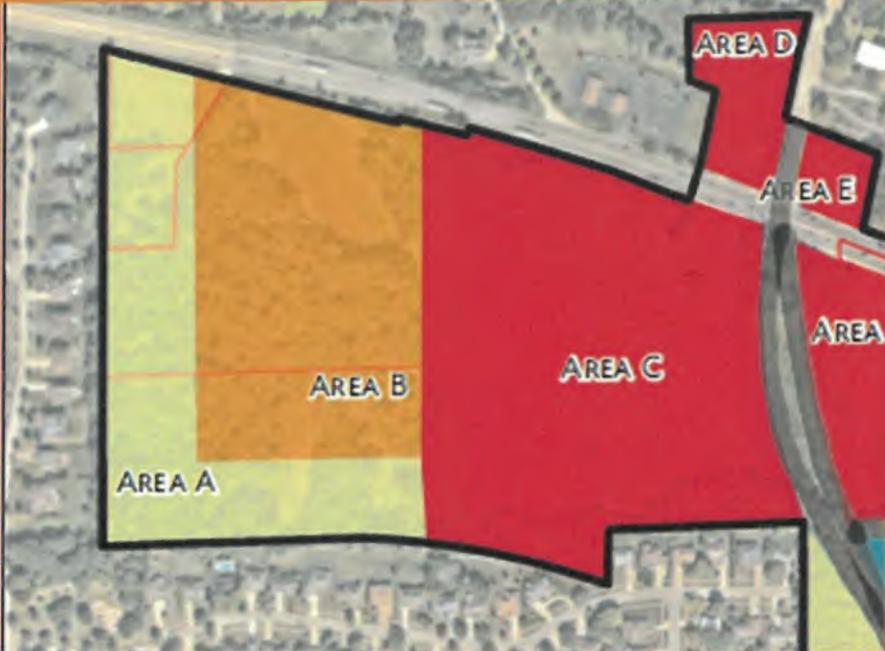
4



5



6



Area A: Single-Family backing up to Lela Ln. and Ford Ln.

Area B: Medium Density Multi-Family (SR-6?)

Area C: PD Community Shopping district

Area D & E: Local Convenience Retail

7



Area F: PD Community Shopping district oriented to relocated Bartlett Road/Oak Ave.

Area G: Single Family backing up to homes on Brice Court and Jessica Ln.

Area H: School District (land swap)

Area I: Commercial Corridor (expanded depth)

8



Area I: Commercial Corridor (expanded depth)

Area K: Commercial Corridor (convenience or light industrial)

Area J: Medium Density Multiple Family

9

Eligible Project Costs

- Costs of Studies, Surveys, Development Plans, Implementation and administration of the Redevelopment Plan
- Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation, and Site Improvements
- Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures
- Public Works, infrastructure, utilities, roadways, lighting, etc.
- Financing Costs
- Taxing District Capital Costs and Residential Impact Costs ⁽¹⁾
- Developer Interest Costs, taxing districts eligible reimbursement and capital costs

10

Project Budget

- Current EAV within Proposed Project Area: \$ 5,496,381
- Potential EAV at Full Build-Out: \$90,000,000
- Incremental EAV: \$84,503,619

- Potential Budget Cap*: \$74,000,000

- *Based on Present Value of Incremental Tax Revenue in 10 year Full Build Out



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
November 7, 2023**

1. CALL TO ORDER

President Wallace called the Truth in Taxation Public Hearing meeting of November 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Civic Engineer Nick Talarico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

Village Administrator Paula Schumacher stated that this public hearing is for public input on the 2023 Village of Bartlett property tax levy. For truth in taxation purposes, we are required to hold a public hearing because our increase of the prior year's extension is more than 5%. In total, the levy is \$1,071,272 (one million, seventy-one thousand, two hundred and seventy-two dollars) or 9.08% more than the 2022 estimated extension.

We discussed the 2023 tax levy at the last two committee of the whole meetings. The Village levies a property tax to fund operating expenditures in the General Fund, to pay for principal and interest on General Obligation Bonds and to fund the Village's contribution to the Police Pension Fund. The proposed Village of Bartlett property tax levy totals \$12,874,801 (twelve million, eight hundred seventy-four thousand, eight hundred and one dollars).

2023 tax rates from Cook, DuPage, and Kane counties will be determined in the spring of 2024 when the counties finalize EAV's for the 2023 tax levy. Typically, the Village accounts for 10% of a resident's total property tax bill.

This levy will be presented to the Village Board on December 5th for final approval and the levy will be filed with each county clerk no later than December 26, 2023.



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
November 7, 2023**

There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The Public Hearing was adjourned at 7:02 p.m.

Lorna Gilless
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - NOV 2023	4,097.12
INVOICES TOTAL:		4,097.12

1100-VILLAGE BOARD/ADMINISTRATION

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	116.62
INVOICES TOTAL:		116.62

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	15,618.75
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	13,252.50
INVOICES TOTAL:		28,871.25

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES/SEPT 2023	1,583.33
1 KATHRYN R JUZWIN	CONSULTING FEES/OCT 2023	1,583.33
INVOICES TOTAL:		3,166.66

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	AUGUST DEDUCTIBLE	21,761.70
1 INTERGOVERNMENTAL RISK MGMT AGENCY	SEPTEMBER DEDUCTIBLE	7,547.64
INVOICES TOTAL:		29,309.34

1400-FINANCE

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	TAX LEVY NOTICE	302.40
INVOICES TOTAL:		302.40

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOVERNMENT FINANCE OFFICERS	COA REVIEW FEE - FY 2023	610.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

INVOICES TOTAL: 610.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	LABELS	39.42
1 WAREHOUSE DIRECT	TONER	190.66
<u>INVOICES TOTAL:</u>		<u>230.08</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	AUDIT FILING	71.52
<u>INVOICES TOTAL:</u>		<u>71.52</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	310.10
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	129.53
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	101.78
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	188.48
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
1 VERIZON WIRELESS	WIRELESS SERVICES	1,290.78
<u>INVOICES TOTAL:</u>		<u>4,197.95</u>

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - SEPT 2023	180.00
<u>INVOICES TOTAL:</u>		<u>180.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	169.50
1 FTD AUTO LLC	VEHICLE MAINTENANCE	170.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	93.50
1 FTD AUTO LLC	VEHICLE MAINTENANCE	170.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING COSTS	19.95
<u>INVOICES TOTAL:</u>		<u>865.05</u>

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	VEHICLE DECAL REMOVAL	140.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

INVOICES TOTAL: 140.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	MAVERICK GROOMING	75.00
1 ALBERTSONS - SAFEWAY	RETIREMENT/FOOD PURCHASES	232.24
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	15.98
1 AMAZON CAPITAL SERVICES INC	TELEVISION	602.65
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	144.41
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	110.01
1 STATE GRAPHICS	CASE FOLDERS	3,158.81
1 ULINE	EVIDENCE SUPPLIES	135.13
1 WAREHOUSE DIRECT	TONER	114.38
1 WAREHOUSE DIRECT	INK CARTRIDGE	135.37
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	36.44
<u>INVOICES TOTAL:</u>		<u>4,760.42</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	BACK PATCH WITH VELCRO	130.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL	73.80
1 RAY O'HERRON CO INC	UNIFORM APPAREL	29.46
1 RAY O'HERRON CO INC	UNIFORM APPAREL	391.43
1 RAY O'HERRON CO INC	UNIFORM APPAREL	129.60
1 STREICHER'S INC	HATS	61.96
1 STREICHER'S INC	BULLETPROOF VESTS	770.00
1 STREICHER'S INC	BULLETPROOF VESTS	770.00
1 STREICHER'S INC	BULLETPROOF VESTS	770.00
1 STREICHER'S INC	BULLETPROOF VESTS	770.00
1 STREICHER'S INC	BULLETPROOF VESTS	770.00
1 STREICHER'S INC	HAT	12.99
1 STREICHER'S INC	BADGE REPAIR	15.50
<u>INVOICES TOTAL:</u>		<u>4,694.74</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	238.31
<u>INVOICES TOTAL:</u>		<u>238.31</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	262.55
1 WAREHOUSE DIRECT	CALENDARS	175.92
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	497.91
1 WAREHOUSE DIRECT	CREDIT MEMO	-16.20
1 WAREHOUSE DIRECT	NOTEBOOKS	45.28
1 WAREHOUSE DIRECT	PAPER	30.98
1 WAREHOUSE DIRECT	CALENDAR/STAMP	25.95

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.58
		INVOICES TOTAL: 1,041.97

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L ASSOC OF CHIEFS OF POLICE	CONFERENCE REGISTRATION	600.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	35.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	350.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	400.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	125.00
		INVOICES TOTAL: 1,510.00

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	666.00
		INVOICES TOTAL: 666.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW ENFORCEMENT RECORDS	MEMBERSHIP DUES	40.00
		INVOICES TOTAL: 40.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	17.58
		INVOICES TOTAL: 17.58

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	35.86
		INVOICES TOTAL: 35.86

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASE FOR DRONE	78.99
		INVOICES TOTAL: 78.99

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEE	180.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE OFFICER RECRUITMENT	4,116.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	ORAL INTERVIEW DEVELOPMENT	4,370.00
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	7,639.00
		INVOICES TOTAL: 16,305.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	129.97
	<u>INVOICES TOTAL:</u>	<u>129.97</u>

570105-EQUITABLE SHARING EXPENSE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AXON ENTERPRISE INC	MOBILE VIDEO RECORDERS	54,868.00
1 AXON ENTERPRISE INC	TASERS AND BODY WORN CAMERAS	114,653.35
1 FLOCK GROUP INC	FLOCK ANNUAL CONTRACT	17,500.00
	<u>INVOICES TOTAL:</u>	<u>187,021.35</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	320.79
1 VERIZON WIRELESS	WIRELESS SERVICES	279.44
	<u>INVOICES TOTAL:</u>	<u>636.24</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	231.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,406.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.64
	<u>INVOICES TOTAL:</u>	<u>1,744.09</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	877.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	240.80
	<u>INVOICES TOTAL:</u>	<u>1,792.80</u>

527100-SERVICES TO MAINTAIN STREETS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	SCHICK RD ISBP APPLICATION	1,017.50
	<u>INVOICES TOTAL:</u>	<u>1,017.50</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
	<u>INVOICES TOTAL:</u>	<u>1,098.72</u>

527113-SERVICES TO MAINT. GROUNDS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
---------------	----------------------------	-----------------------

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

1	ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1	ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1	C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	410.00
1	DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	528.75
1	UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
			INVOICES TOTAL: 9,311.25

527130-SIDEWALK & CURB REPLACEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,897.70
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,308.05
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,657.70
1	MICHAEL LANGIT	SIDEWALK & CURB REPLACEMENT	715.68
1	NICK SANTORO	PUBLIC SIDEWALK REPLACEMENT	681.60
1	ASHFAQ SHAHEEN	PUBLIC SIDEWALK REPLACEMENT	1,192.80
1	WELCH BROS INC	MAINTENANCE SUPPLIES	1,650.00
			INVOICES TOTAL: 11,103.53

527140-TREE TRIMMING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	GONZALEZ-BURKE TREE SERVICE	TREE REMOVAL	1,750.00
1	TESKA ASSOCIATES INC	DOWNTOWN STREETSCAPE PLAN	1,111.65
1	TESKA ASSOCIATES INC	TOWN CENTER CONCEPT PLAN	1,146.20
			INVOICES TOTAL: 4,007.85

527160-STREET SWEEPING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	LRS LLC	STREET SWEEPING SERVICES	10,100.00
			INVOICES TOTAL: 10,100.00

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AIRGAS USA LLC	CYLINDER RENTAL	275.18
1	AIRGAS USA LLC	MATERIALS & SUPPLIES	336.48
1	AIRGAS USA LLC	CYLINDER RENTAL	78.35
1	AMAZON CAPITAL SERVICES INC	INK CARTRIDGE/PHONE CASES	34.54
1	AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	72.44
1	AMAZON CAPITAL SERVICES INC	PHONE CASES	25.04
1	GRAINGER	SAFETY SWITCHES	108.64
1	WAREHOUSE DIRECT	TISSUE/PAPER TOWEL/HIGHLIGHTERS	38.14
1	WAREHOUSE DIRECT	TRASH BAGS	11.64
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	137.94
			INVOICES TOTAL: 1,118.39

530110-UNIFORMS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CUTLER WORKWEAR	UNIFORMS	2,636.89

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

INVOICES TOTAL: 2,636.89

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	110.00
		<u>INVOICES TOTAL: 110.00</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	DIESEL FUEL	5,511.02
		<u>INVOICES TOTAL: 5,511.02</u>

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 K-TECH SPECIALTY COATINGS INC	DEICER	6,778.06
		<u>INVOICES TOTAL: 6,778.06</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	20.28
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	9.78
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	9.74
1 CAROL STREAM LAWN & POWER	FUEL FILTERS	15.87
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	285.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	116.37
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,715.33
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	914.48
1 WHOLESALE DIRECT INC	HYDRAULIC MOTOR/BEARINGS	473.22
1 WHOLESALE DIRECT INC	HYDRAULIC MOTOR	373.93
		<u>INVOICES TOTAL: 3,934.90</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	739.06
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	4,316.14
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	298.15
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	336.50
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	801.05
1 WELCH BROS INC	ASPHALT GRINDINGS	490.00
1 WELCH BROS INC	ASPHALT GRINDINGS	170.00
		<u>INVOICES TOTAL: 7,150.90</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	301.60
		<u>INVOICES TOTAL: 301.60</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN DOOR AND DOCK	DOOR MAINTENANCE	710.35
1 AMERICAN DOOR AND DOCK	DOOR MAINTENANCE	975.00
1 GRAINGER	AIR FILTERS	68.04
INVOICES TOTAL:		1,753.39

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	91.71
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	41.35
INVOICES TOTAL:		133.06

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	28,500.00
INVOICES TOTAL:		28,500.00

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	MFT RESURFACING PROGRAM 10/23	11,776.13
1 CORRECTIVE ASPHALT MATERIALS LLC	PAVEMENT PRESERVATION PROJECT	125,730.90
1 SCHROEDER & SCHROEDER INC	CONCRETE REPLACEMENT PROJECT	109,561.25
INVOICES TOTAL:		247,068.28

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	1,586.25
INVOICES TOTAL:		1,586.25

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - SEPT 23	577,834.95
INVOICES TOTAL:		577,834.95

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

INVOICES TOTAL: 14,734.41

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	320.80
		<u>INVOICES TOTAL: 320.80</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	794.00
		<u>INVOICES TOTAL: 794.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	528.75
		<u>INVOICES TOTAL: 528.75</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	47.27
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	62.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	94.58
1 NEXAMP INC	ELECTRIC BILL	636.22
1 NICOR GAS	GAS BILL	51.23
1 NICOR GAS	GAS BILL	121.17
		<u>INVOICES TOTAL: 1,012.65</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	62.02
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00
		<u>INVOICES TOTAL: 237.02</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATERLY LLC	ANNUAL BASE SUBSCRIPTION	2,550.00
		<u>INVOICES TOTAL: 2,550.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	275.18
1 AIRGAS USA LLC	MATERIALS & SUPPLIES	336.48
1 AIRGAS USA LLC	CYLINDER RENTAL	78.35
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE/PHONE CASES	54.54
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	72.45
1 AMAZON CAPITAL SERVICES INC	PHONE CASES	25.04
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	541.74

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

1 USA BLUE BOOK	MATERIALS & SUPPLIES	258.62
1 WAREHOUSE DIRECT	TISSUE/PAPER TOWEL/HIGHLIGHTERS	38.14
1 WAREHOUSE DIRECT	TRASH BAGS	11.64
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,312.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	25.98
	INVOICES TOTAL:	3,030.16

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,116.85
	INVOICES TOTAL:	1,116.85

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,154.20
1 HAWKINS INC	CHEMICAL SUPPLIES	809.16
	INVOICES TOTAL:	1,963.36

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	TEMPORARY JOB SIGHT LIGHT	1,819.76
	INVOICES TOTAL:	1,819.76

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER	921.20
1 WATER RESOURCES INC	WATER METERS	2,380.80
	INVOICES TOTAL:	3,302.00

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - SEPT 23	36,196.20
	INVOICES TOTAL:	36,196.20

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARL BUNIAK	REFUND/WATER BILL OVERPAYMENT	52.28
	INVOICES TOTAL:	52.28

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	227,122.79

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

INVOICES TOTAL: 227,122.79

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER SERVICES CO	DISTRIBUTION LEAK SURVEY	6,480.00
		<u>INVOICES TOTAL: 6,480.00</u>

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	1,086.77
		<u>INVOICES TOTAL: 1,086.77</u>

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	320.80
		<u>INVOICES TOTAL: 320.80</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	528.75
		<u>INVOICES TOTAL: 528.75</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	69.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	38.65
1 NEXAMP INC	ELECTRIC BILL	1,244.65
1 NICOR GAS	GAS BILL	55.69
1 NICOR GAS	GAS BILL	52.15
1 NICOR GAS	GAS BILL	52.07
1 NICOR GAS	GAS BILL	54.41
1 NICOR GAS	GAS BILL	53.99
1 NICOR GAS	GAS BILL	169.69
1 NICOR GAS	GAS BILL	54.86
1 NICOR GAS	GAS BILL	58.87
		<u>INVOICES TOTAL: 1,989.31</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,775.00
		<u>INVOICES TOTAL: 5,775.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
	INVOICES TOTAL:	150.00

527120-SVCS TO MAINT MAINS/STORM LINE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WATERLY LLC	ANNUAL BASE SUBSCRIPTION	2,550.00
	INVOICES TOTAL:	2,550.00

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE/PHONE CASES	34.54
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	56.86
1 WAREHOUSE DIRECT	TISSUE/PAPER TOWEL/HIGHLIGHTERS	38.15
1 WAREHOUSE DIRECT	TRASH BAGS	11.64
	INVOICES TOTAL:	141.19

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	499.33
	INVOICES TOTAL:	499.33

530120-CHEMICAL SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	CHEMICAL SUPPLIES	6,502.59
1 HAWKINS INC	CHEMICAL SUPPLIES	2,644.46
1 HAWKINS INC	CHEMICAL SUPPLIES	5,314.73
1 HAWKINS INC	CHEMICAL SUPPLIES	1,339.48
	INVOICES TOTAL:	15,801.26

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	585.00
1 GASVODA & ASSOCIATES INC	MAINTENANCE SUPPLIES	1,877.64
1 MARC KRESMERY CONSTRUCTION LLC	CHECK VALVE REPLACEMENT	4,674.00
1 MARC KRESMERY CONSTRUCTION LLC	DRAINAGE PUMP REPLACEMENT	19,159.00
1 MARTIN MECHANICAL CORPORATION	LIFT STATION REPAIRS	6,226.72
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	113.65
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	105.46
	INVOICES TOTAL:	32,891.47

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACTION LOCK & KEY INC	LOCK REPAIRS	200.00
1 ATLAS BOILER & WELDING CO INC	BOILER MAINTENANCE	1,501.97
	INVOICES TOTAL:	1,701.97

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	17,529.50
1 XYLEM WATER SOLUTIONS USA INC	REPLACE OIL & FUEL FILTERS	734.43
INVOICES TOTAL:		18,263.93

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	405.50
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,068,304.44
INVOICES TOTAL:		1,068,709.94

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
INVOICES TOTAL:		400.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	79.57
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	218.46
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.49
1 NEXAMP INC	ELECTRIC BILL	292.95
1 NICOR GAS	GAS BILL	63.08
1 NICOR GAS	GAS BILL	128.34
1 VERIZON WIRELESS	WIRELESS SERVICES	42.12
INVOICES TOTAL:		1,022.89

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE/GOLF CART GPS	139.95
** 1 JBS CLEANING SERVICES	JANITORIAL SERVICES	195.00
INVOICES TOTAL:		334.95

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,986.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.46

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

1 NEXAMP INC	ELECTRIC BILL	14.50
		<u>INVOICES TOTAL: 2,036.34</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	75.40
1 SYSCO CHICAGO INC	FLY STRIPS	121.52
		<u>INVOICES TOTAL: 196.92</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	376.23
		<u>INVOICES TOTAL: 376.23</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD ROSS SPORTSWEAR	GOLF APPAREL	630.38
1 DONALD ROSS SPORTSWEAR	GOLF APPAREL	630.38
1 PROUD COMPANY LLC	GOLF APPAREL	479.70
		<u>INVOICES TOTAL: 1,740.46</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	7.92
		<u>INVOICES TOTAL: 7.92</u>

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	662.00
		<u>INVOICES TOTAL: 662.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLOT TURF & HORTICULTURE	BARREN AEROSOL CANS	174.00
		<u>INVOICES TOTAL: 174.00</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	402.30
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	27.72
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	6.40
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	421.86
1 REINDERS INC	MAINTENANCE SUPPLIES	102.80
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	135.67

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

INVOICES TOTAL: 1,096.75

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CS TURF	VERTI-DRAIN SERVICES	2,500.00
1 FAULKS BROS CONSTRUCTION INC	KILN DRIED TOPDRESSING	2,274.53
		<u>INVOICES TOTAL: 4,774.53</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMMERCIAL IRRIGATION INC	IRRIGATION SYSTEM PYT #1	740,000.00
		<u>INVOICES TOTAL: 740,000.00</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	450.00
		<u>INVOICES TOTAL: 450.00</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
** 1 JBS CLEANING SERVICES	JANITORIAL SERVICES	195.00
		<u>INVOICES TOTAL: 259.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	331.00
		<u>INVOICES TOTAL: 331.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.24
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	160.17
		<u>INVOICES TOTAL: 267.41</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUSTIN BROOKS	CHEF COATS	129.32
		<u>INVOICES TOTAL: 129.32</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	300.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023**

1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	195.74
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	144.00
		INVOICES TOTAL: 739.74

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	604.35
1 ALSCO	LINEN SERVICES	390.74
** 1 JBS CLEANING SERVICES	JANITORIAL SERVICES	195.00
		INVOICES TOTAL: 1,190.09

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	331.00
		INVOICES TOTAL: 331.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.24
1 MLA WHOLESALE INC	FLOWERS	87.20
1 MLA WHOLESALE INC	FLOWERS	96.90
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	160.18
1 SYSCO CHICAGO INC	SUPPLIES	97.92
1 ZIEGLER'S ACE HARDWARE	PROPANE TANK	45.98
		INVOICES TOTAL: 595.42

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUSTIN BROOKS	CHEF COATS	129.32
		INVOICES TOTAL: 129.32

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	280.99
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	148.51
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	877.58
1 GRECO AND SONS INC	FOOD PURCHASE	472.83
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.85
1 GRECO AND SONS INC	FOOD PURCHASE	199.24
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	165.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	80.81
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	195.74
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	252.88
		INVOICES TOTAL: 2,709.43

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SECURITY SOFTWARE MAINTENANCE	760.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,300.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	417.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00
INVOICES TOTAL:		4,518.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOOTSUITE INC	BUSINESS PLAN AGREEMENT	4,283.25
INVOICES TOTAL:		4,283.25

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ALARM REPAIRS	1,180.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	120.00
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	1,709.91
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	4,119.01
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	513.01
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	658.56
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,300.89
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	3,043.25
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	810.89
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	549.89
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	810.89
1 STATE FIRE MARSHAL	CERTIFICATION FEES	210.00
INVOICES TOTAL:		16,265.90

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	639.20
INVOICES TOTAL:		1,049.31

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	33.38
1 NEXAMP INC	ELECTRIC BILL	92.92
1 NICOR GAS	GAS BILL	784.75
INVOICES TOTAL:		911.05

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 11/21/2023

1 ALBERTSONS - SAFEWAY	RETIREMENT/FOOD PURCHASES	214.72
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	69.87
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	1,662.59
1 WAREHOUSE DIRECT	CREAMER/CUPS	61.22
INVOICES TOTAL:		2,008.40

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	38.57
INVOICES TOTAL:		38.57

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DOMINIK DYRDA	TRAINING REIMBURSEMENT	239.88
INVOICES TOTAL:		239.88

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	463.97
INVOICES TOTAL:		463.97

GRAND TOTAL: 3,455,331.65

GENERAL FUND	387,438.37	
MOTOR FUEL TAX FUND	247,068.28	
BREWSTER CREEK TIF MUN ACCT	1,586.25	
WATER FUND	880,182.75	
SEWER FUND	1,149,322.95	
PARKING FUND	1,422.89	
GOLF FUND	758,531.83	
CENTRAL SERVICES FUND	29,778.33	
GRAND TOTAL	3,455,331.65	

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2023/24 as of September 30, 2023

Fund	8/31/2023	Receipts	Disburse- ments	9/30/2023	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	9/30/2023
General	23,691,147	3,825,290	2,536,108	24,980,330	8,697,386	15,792,169	490,774	24,980,330
MFT	5,889,356	158,221	508,693	5,538,884	1,899,293	3,610,157	29,434	5,538,884
Debt Service	1,669,700	733,457	318	2,402,839	776,610	1,625,651	578	2,402,839
Capital Projects	5,272,361	10,287	0	5,282,648	14,127	5,268,295	225	5,282,648
Municipal Building	3,330,138	3,354	0	3,333,492	987,145	2,066,358	279,989	3,333,492
Developer Deposits	2,525,586	22,640	0	2,548,225	33,711	4,279,402	(1,764,887)	2,548,225
59 & Lake TIF	(2,564,078)	0	0	(2,564,078)	393,678	824,072	(3,781,828)	(2,564,078)
BC Municipal TIF	1,303,696	357,598	13,717	1,647,577	541,922	1,134,388	(28,734)	1,647,577
Bluff City TIF Municipal	294,686	22,922	0	317,607	102,677	214,930	0	317,607
Water	10,071,182	1,287,951	966,381	10,392,752	3,215,139	6,729,933	447,681	10,392,752
Sewer	24,154,996	4,425,261	1,547,748	27,032,509	1,799,475	3,766,572	21,466,462	27,032,509
Parking	(207,995)	5,585	7,746	(210,156)	0	0	(210,156)	(210,156)
Golf	(216,566)	380,781	236,487	(72,272)	0	0	(72,272)	(72,272)
Central Services	733,162	126,961	116,640	743,483	217,313	454,895	71,275	743,483
Vehicle Replacement	4,364,259	59,202	0	4,423,461	685,677	1,435,304	2,302,480	4,423,461
TOTALS	80,311,629	11,419,509	5,933,838	85,797,300	19,364,152	47,202,126	19,231,022	85,797,300
BC Project TIF	8,156,330	2,612,375	87,700	10,681,005	0	0	10,681,005	10,681,005
Bluff City Project TIF	753,254	355,568	0	1,108,822	358,463	750,359		1,108,822
Bluff City SSA Debt Srv.	449,494	1,946	0	451,441	0	0	451,441	451,441
Police Pension	57,166,032	(1,018,328)	287,464	55,860,240	2,075,449	53,784,262	530	55,860,240



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2023/24 as of September 30, 2023

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	14,484,737	30,412,215	47.63%	61.73%	12,692,527	30,493,039	41.62%	44.72%
MFT	831,360	2,035,000	40.85%	55.54%	618,898	2,725,000	22.71%	11.00%
Debt Service	1,773,516	3,032,126	58.49%	59.33%	353,271	2,970,906	11.89%	11.38%
Capital Projects	72,382	150,000	48.25%	100.66%	0	1,551,000	0.00%	100.00%
Municipal Building	192,134	90,000	213.48%	3.03%	0	890,000	0.00%	0.00%
Developer Deposits	96,440	260,000	37.09%	7.20%	0	0	0.00%	0.00%
Bluff City SSA	10,264	998,450	1.03%	0.29%	31,675	986,450	3.21%	3.00%
59 & Lake TIF	0	150,000	0.00%	0.00%	0	215,000	0.00%	0.00%
Bluff City Municipal TIF	71,878	76,500	93.96%	104.18%	290	105,000	0.28%	0.00%
Bluff City Project TIF	1,097,364	2,335,000	47.00%	46.46%	0	2,335,000	0.00%	0.00%
Brewster Creek Municipal TIF	932,080	1,015,344	91.80%	86.10%	760,952	2,610,000	29.16%	11.64%
Brewster Creek Project TIF	6,915,878	9,104,579	75.96%	95.78%	458,600	13,433,000	3.41%	22.47%
Water	6,179,332	13,211,000	46.77%	43.96%	3,685,584	13,965,148	26.39%	22.25%
Sewer	8,584,139	25,220,000	34.04%	36.42%	5,920,838	31,829,419	18.60%	28.35%
Parking	30,441	60,000	50.74%	46.65%	29,701	168,076	17.67%	18.94%
Golf	1,918,018	4,620,500	41.51%	71.12%	1,297,414	4,610,060	28.14%	51.77%
Central Services	641,170	1,526,151	42.01%	41.76%	757,414	1,727,781	43.84%	44.97%
Vehicle Replacement	305,843	729,242	41.94%	53.68%	250,733	1,400,000	17.91%	45.66%
Police Pension	1,365,856	6,679,296	20.45%	5.48%	1,432,816	3,518,433	40.72%	34.21%
Subtotal	45,502,831	101,705,403	44.74%	50.93%	28,290,712	115,533,312	24.49%	31.11%
Less Interfund Transfers	(2,444,989)	(5,107,286)	47.87%	108.74%	(2,444,989)	(5,107,286)	47.87%	108.74%
Total	43,057,843	96,598,117	44.57%	47.93%	25,845,724	110,426,026	23.41%	27.08%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2023/24 as of September 30, 2023

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	7,020,515	12,396,362	56.63%	60.24%
Sales Taxes (General Fund)	1,592,815	4,050,000	39.33%	43.48%
Income Taxes	2,844,661	6,400,000	44.45%	56.12%
Telecommunications Tax	164,454	410,000	40.11%	43.90%
Home Rule Sales Tax	1,227,681	2,600,000	47.22%	44.16%
Real Estate Transfer Tax	353,163	750,000	47.09%	49.29%
Use Tax	641,050	1,700,000	37.71%	42.09%
Building Permits	584,575	850,000	68.77%	62.53%
MFT	786,074	1,750,000	44.92%	42.19%
Water Charges	5,887,430	12,840,000	45.85%	43.86%
Sewer Charges	3,202,799	6,550,000	48.90%	46.32%
Interest Income	794,302	1,180,000	67.31%	449.27%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2023/24 as of September 30, 2023

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,205,967	1,544,500	78.08%
Expenses	692,451	1,491,746	46.42%
Net Income	513,516	52,754	973.42%
F&B - Restaurant			
Revenues	116,772	159,000	73.44%
Expenses	200,802	391,619	51.27%
Net Income	(84,030)	(232,619)	36.12%
F&B - Banquet			
Revenues	425,041	830,000	51.21%
Expenses	327,472	727,445	45.02%
Net Income	97,569	102,555	95.14%
F&B - Midway			
Revenues	170,239	170,000	100.14%
Expenses	76,689	82,250	93.24%
Net Income	93,550	87,750	106.61%
Golf Fund Total			
Revenues	1,918,018	2,703,500	70.95%
Expenses	1,297,414	2,693,060	48.18%
Net Income	620,605	10,440	5944.49%

Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
Total	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	1,592,848
% increase	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	13.78%	6.12%
Budget	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000

Return Back

Warrant/EFT#: EF 0026787

Fiscal Year	2024	Issue Date	09/07/23		
Warrant Total	\$354,588.47	Warrant Status			
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A2507710	4A2507710	\$354,588.47	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$354,588.47	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/06/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUN. 2023 COLL MO: JUL. 2023 VCHR MO: SEP. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	763,856
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Jobs Now	359,592									
Rebuild Illinois							1,357,885	905,256	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000
Annual Inc in \$ only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	10.16%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

October 3, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR SEPTEMBER, 2023

Beginning Unobligated Balance		\$7,978,801.09
Motor Fuel Tax Fund Allotment	\$83,659.63	
MFT Transportation Renewal Fund Allotment	\$78,147.49	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<u>\$161,807.12</u>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		<u>\$2,075,000.00</u>
Current Unobligated Balance		<u>\$6,065,608.21</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
9/18/2023	23-00000-00-GM	Engineering		\$150,000.00
9/18/2023	23-00000-00-GM	Contract Construct		\$1,925,000.00
			TOTAL	<u>\$2,075,000.00</u>

LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057		
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871		
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725		
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766		
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890		
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254		
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594		
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	2,844,661	
LGDF @ 10%	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	4,509,667	
DIFFERENCE	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(1,665,006)	(34,999,738)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%

PROCLAMATION RECOGNIZING NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY IN THE VILLAGE OF BARTLETT

WHEREAS, the Village of Bartlett recognizes the vital role that small businesses play in fostering economic growth, job creation, and community prosperity; and

WHEREAS, Small Business Saturday is an American shopping event held on the Saturday after Thanksgiving during one of the busiest shopping periods of the year, emphasizing the significance of supporting small businesses that serve as the backbone of the American economy and our local communities; and

WHEREAS, first celebrated in 2010, Small Business Saturday draws shoppers to main streets across the country with great deals on unique products and services, events that encourage shopping locally, and unique experiences that introduce individuals to new venues; and

WHEREAS, by supporting small businesses, we invest in the success of our neighbors, friends, and fellow community members, reinforcing the bonds that make the Village of Bartlett a wonderful place to live and work; and

WHEREAS, the Village has created an online dashboard where businesses can participate in adding their establishments to the Small Business Saturday online map, allowing shoppers to identify all participating businesses and their deals throughout the entire holiday weekend; and

WHEREAS, the Village of Bartlett will be launching a new initiative recognizing our legacy businesses that have been in service for at least 25 years; and

WHEREAS, businesses can sign up on our village website for this program to be recognized for their service to the community over the years; and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois hereby proclaim November 25, 2023, as "SMALL BUSINESS SATURDAY" in the Village of Bartlett and urge all residents and visitors to join the nationwide effort to support local businesses and merchants.

Dated this 21st day of November 2023



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Brewster Creek TIF District Closing Ordinance Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund Brewster Creek TIF Fund

EXECUTIVE SUMMARY

The Village Board will consider an Ordinance Terminating the Bartlett Quarry Redevelopment Special Tax Allocation Fund and Terminating the Bartlett Quarry Redevelopment Project Area at its November 21, 2023, Regular Board Meeting. As this is the final year of the TIF District's term, the Village Board will need to adopt an Ordinance formally terminating the TIF District and the Special Tax Allocation Fund where the increment funds have been deposited throughout the life of the TIF District.

The Ordinance terminating the Brewster Creek TIF District creates a Cash Reserve Account to (1) receive any trailing increment funds from the 2022 tax year; (2) pay the remaining TIF Obligations and expenses; and (3) pay any refund of incremental property taxes ordered by Cook County or DuPage County of incremental after a successful tax objection. Once the remaining TIF obligations are satisfied, the Cash Reserve Account will be closed and the remaining funds, if any, will be distributed to the taxing districts.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: TO APPROVE ORDINANCE 2023- . AN ORDINANCE DISSOLVING THE BARTLETT QUARRY SPECIAL TAX ALLOCATION FUND AND TERMINATING THE DESIGNATION OF THE BARTLETT QUARRY REDEVELOPMENT PROJECT AREA WITHIN THE VILLAGE OF BARTLETT, DUPAGE, COOK, AND KANE COUNTIES, ILLINOIS.

Staff: Todd Dowden, Finance Director

Date: 11/14/23



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Kurt S. Asprooth
kasprooth@ancelglink.com
(P) 312.604.9139
(F) 312.782.0943

MEMORANDUM

To: Paula Schumacher, Village Administrator

From: Kurt S. Asprooth
Gregory W. Jones

Subject: Brewster Creek TIF District Closing Ordinance

Date: November 14, 2023

The Village Board will consider an Ordinance Terminating the Bartlett Quarry Redevelopment Special Tax Allocation Fund and Terminating the Bartlett Quarry Redevelopment Project Area at its November 21, 2023, Regular Board Meeting. The Bartlett Quarry Redevelopment Project Area has generally been referred to as the “Brewster Creek TIF District.” The Brewster Creek TIF District was established by the Village Board in July of 1999, with a term of 23 years. The base equalized assessed value (EAV) of the property within the Brewster Creek TIF District when it was established in 1999 was \$3,065,496. As the TIF District comes to a close, the EAV now stands at \$91,909,348, an increase of \$88,843,852.

As this is the final year of the TIF District’s term, the Village Board will need to adopt an Ordinance formally terminating the TIF District and the Special Tax Allocation Fund where the increment funds have been deposited throughout the life of the TIF District.

The TIF District will be terminated and subject to the tax levies of the applicable taxing bodies beginning with the 2023 tax levy year. However, there are remaining TIF obligations and projects that the Village Board previously approved pursuant to a Development Agreement with Elmhurst Chicago Stone that have not been completed. There are also additional property tax funds from the 2022 tax year that are expected to be received from Cook County that will be used to pay the remaining TIF obligations. Finally, property owners within the TIF District could have their taxes reduced through objections or appeals, which may require the Village to refund increment property taxes for those properties.

The Ordinance terminating the Brewster Creek TIF District creates a Cash Reserve Account to (1) receive any trailing increment funds from the 2022 tax year; (2) pay the remaining TIF Obligations and expenses; and (3) pay any refund of incremental property taxes ordered by Cook County or DuPage County after a successful tax objection. Once the remaining TIF obligations are satisfied, the Cash Reserve Account will be closed and the remaining funds, if any, will be distributed to the taxing districts.

ORDINANCE NO. _____

AN ORDINANCE DISSOLVING THE BARTLETT QUARRY SPECIAL TAX ALLOCATION FUND AND TERMINATING THE DESIGNATION OF THE BARTLETT QUARRY REDEVELOPMENT PROJECT AREA WITHIN THE VILLAGE OF BARTLETT, DUPAGE, COOK, AND KANE COUNTIES, ILLINOIS

WHEREAS, in accordance with and pursuant to the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*), as amended (“**Act**”), and the home rule authority of the Village of Bartlett, DuPage, Cook, and Kane Counties, Illinois (“**Village**”), on July 6, 1999, the President and Board of Trustees of the Village (“**Corporate Authorities**”) passed and approved Ordinance Numbers 99-67, 99-68, and 99-69 approving a redevelopment plan and project (“**Redevelopment Plan**”), designating a redevelopment project area (“**Redevelopment Project Area**”), and adopting tax increment allocation financing, including the use of a special tax allocation fund (“**Fund**”), for the Bartlett Quarry Tax Increment Financing District; and

WHEREAS, on August 16, 2016, and July 21, 2020, the Corporate Authorities approved Ordinance Numbers 2016-62 and 2020-62, respectively, amending the Redevelopment Plan’s total estimated project costs; and

WHEREAS, beginning in September 2023, the Village met with and notified those taxing districts that impose taxes against property located in the Redevelopment Project Area (collectively, the “**Taxing Districts**”) of the pending termination of the Redevelopment Project Area and dissolution of the Fund in accordance with the Act, including, without limitation, in a written notice dated October 25, 2023 mailed by the Village to all Taxing Districts in accordance with Act Section 11-74.4-8; and

WHEREAS, excluding certain transfers to the Bartlett Quarry TIF Cash Reserve Account, as that term is defined and described in Section 4, all redevelopment project costs have been or will be paid, and all obligations relating thereto have been or will be paid and retired by December 31, 2023 (“**Termination Date**”); and

WHEREAS, in accordance with the provisions of Act Section 11-74.4-8, the Village desires to dissolve the Fund and terminate the Redevelopment Project Area’s designation as a redevelopment project area under the Act, all in accordance with this Ordinance’s terms.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, DUPAGE, COOK, AND KANE COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2. Dissolution of Fund. The Village Finance Director shall, by no later than the Termination Date, (a) perform the final closing of the books and records for the Fund; (b) fund the Bartlett Quarry TIF Cash Reserve Account in accordance with Section 4; and (c) dissolve the Fund in accordance with this Ordinance’s terms.

Section 3. Termination of Redevelopment Project Area. The Redevelopment Project Area's designation as a redevelopment project area under the Act shall terminate on the Termination Date.

Section 4. The Bartlett Quarry TIF Cash Reserve Account. By no later than Termination Date, the Village Finance Director is directed to deposit or retain in a segregated bank account ("**Bartlett Quarry TIF Cash Reserve Account**") monies from the Fund to be used for the following purposes:

- (a) Paying amounts remaining to be paid in connection with those redevelopment agreements and obligations approved by the Corporate Authorities before the Termination Date, to the extent the redevelopment projects and obligations are not complete and paid for by the Termination Date.
- (b) Paying amounts remaining to be paid in connection with those public works projects authorized by the Corporate Authorities before the Termination Date, to the extent the public works projects are not complete and paid for by the Termination Date.
- (c) Paying any refund of incremental real estate taxes attributable to the Redevelopment Project Area ordered by DuPage or Cook County as a result of reductions in real property taxes due from property located within the Redevelopment Project Area for which final and binding tax objection orders have been entered.
- (d) Paying administrative costs incurred by the Village for professional, legal, public works, and other services related to the administration of this Ordinance, redevelopment plan and project, designated redevelopment project area, the Fund, and the Bartlett Quarry TIF Cash Reserve Account.

Section 5. Closing of Bartlett Quarry TIF Cash Reserve Account. As soon as is practical after satisfying the purposes of the Bartlett Quarry TIF Cash Reserve Account, as stated in Section 4, the Village Administrator shall, without further action by the Corporate Authorities (a) declare amounts remaining in Bartlett Quarry TIF Cash Reserve Account, if any, to be surplus and distribute any such amounts to the Taxing Districts pursuant to and in accordance with Act Section 11-74.4-8, and (b) close the Bartlett Quarry TIF Cash Reserve Account.

Section 6. Additional Real Estate Tax Increment. In the event additional incremental real estate taxes attributable to the Redevelopment Project Area are received by the Village after the Termination Date, those taxes will be deposited in Bartlett Quarry TIF Cash Reserve Account and used for the purposes set forth in Section 4.

Section 7. Tax Objections Resulting in Reduced Real Estate Tax Increment. In the event incremental real estate taxes attributable to the Redevelopment Project Area received by the Village are ordered refunded by DuPage County or Cook County as a result of final decisions in tax objections affecting real estate taxes payable prior to the Termination Date, then the Village will refund such incremental real estate taxes received from funds available in Bartlett Quarry TIF Cash Reserve Account.

Section 8. Future Taxes. On and after the Termination Date, the rates of the Taxing Districts shall be extended and taxes shall be levied, collected, and distributed in the manner applicable in the absence of the adoption of tax increment allocation financing.

Section 9. Filing and Authority. Upon this Ordinance's passage and approval, the Village Clerk is authorized and directed to deliver a certified copy of this Ordinance to the DuPage County Clerk, the DuPage County Treasurer, the Cook County Clerk, the Cook County Treasurer, and the Taxing Districts. The Village Administrator is authorized and directed to take all steps necessary to implement and enforce this Ordinance's terms, including, without limitation, all steps necessary to dissolve the Fund, terminate the Redevelopment Project Area designation, and administer the Bartlett Quarry TIF Cash Reserve Account.

Section 10. Effective Date of Ordinance. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Section 11. Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 12. Conflicts. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on November 21, 2023, and approved on November 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

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

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.

The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on November 2, 2023.

The Committee of the Whole requested that the application be sent directly to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits, November 2, 2023 P&Z meeting minutes, cover letter, application, location map

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - *Move to approve Ordinance 2023-_____ An Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 22B in the Brewster Creek Business Park*
- Motion

Staff: Kristy Stone, PDS Director

Date: November 14, 2023

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-81

DATE: November 17, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director *KS*
RE: **(#23-07) YLM Logistics**

PETITIONER

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 forty (40) 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 **approval** of the petitioner's requests for a special use permit for outdoor truck trailer and semi-trailer storage and the Site Plan subject to the following conditions and findings of fact:
 - A. Village Engineer approval of the engineering plans;
 - B. Building permits shall be required for all construction activities;
 - C. Planning and Development Services approval of the landscape and photometric plan;
 - D. Landscaping must be installed within one year of the issuance of a building permit;
 - E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
 - F. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
 - G. Dumpsters shall be located behind a solid gate;
 - H. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
 - I. Findings of Fact (Special Permits for Truck Trailer and semi-trailer storage):
 - i. 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 the public convenience and will contribute to the general welfare of the neighborhood or community;
 - ii. 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;
 - iii. That the special use shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
 - J. Findings of Fact (Site Plan):

- i. That the proposed development on the Subject Property is a permitted use in the proposed I-2 EDA Zoning District;
 - ii. That the proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That 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;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a 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. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.

2. The **Committee of the Whole** reviewed the petition at their meeting on October 3, 2023 and recommended that the petition be **forwarded directly to the Village Board for a final vote** depending on a recommendation of approval by the Planning and Zoning Commission at their meeting on November 2, 2023.

3. The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on November 2, 2023.

4. The site plan, minutes of the P&Z Commission meeting, additional background information and the ordinance approving the petitioner's requests is attached for your review and consideration.

dh/attachments

General - PDS Team\memos 2023\081_YLM_Logistics_vb.docx

ORDINANCE 2023-_____

**AN ORDINANCE APPROVING A SITE PLAN AND GRANTING A
SPECIAL USE PERMIT TO ALLOW TRAILER AND
SEMITRAILER STORAGE FOR LOT 22B IN THE BREWSTER
CREEK BUSINESS PARK**

WHEREAS, Elmhurst Chicago Stone Company (the “**Owner**”) is the owner of approximately 4.51 acres of land zoned I-2 EDA General Industrial Economic Development Area, located on Lot 22B of the Brewster Creek Business Park Unit 2 in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “**Subject Property**”; and

WHEREAS, Triumph Design Build (the “**Petitioner**”), has filed a petition (the “**Petition**”) for review and approval of a site plan (“**Site Plan Approval**”) and for a special use permit to allow outdoor truck trailer and semi-trailer parking and storage (the “**Special Use Permit**”), on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition of Triumph Design Build; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on November 2, 2023 (Case #2023-07) and has recommended to the Corporate Authorities that the said Site Plan be approved, and that the Special Use Permit to allow outdoor truck trailer and semi-trailer parking and storage be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Site Plan and grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Corporate Authorities”), pursuant to its home rule authority, as follows:

SECTION ONE: Recitals. The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

SECTION TWO: Findings of Fact.

A. Site Plan. Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Site Plan:

1. That the proposed warehouse to be built on the Subject Property is a permitted use in the I-2 EDA Zoning District.
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
3. That 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 with the site but on adjacent roadways as well.
4. That the Site Plan provides for the safe movement of pedestrians within the site.
5. That there is a 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. Any part of the Site Plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements).
6. That all outdoor storage areas are proposed to be screened and will be in accordance with standards specified by the Bartlett Zoning Ordinance.

B. Special Use Permit. Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Special Use Permit:

1. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the neighborhood and community.
2. That the proposed Special Use Permit will not under the circumstances of the particular case be detrimental to the health, safety, morals and general welfare of persons residing or working in the vicinity or be injurious to the property value or improvement in the vicinity.

3. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION THREE: Site Plan. The site plan prepared by Harris Architects Inc., dated June 13, 2023 and last revised September 8, 2023 attached hereto as **Exhibit B**; the Building Elevations prepared by Harris Architects Inc., dated June 13, 2023 and last revised September 8, 2023 attached hereto as **Exhibit C**; the Landscape Plan prepared by Dowden Design Group dated August 8, 2023 and last revised September 12, 2023 attached hereto as **Exhibit D**; each of which are expressly incorporated herein and made part of this Ordinance, are collectively referred to herein and are hereby defined as the "Site Plan", are hereby approved, based upon the findings set forth in Section Two of this Ordinance, but subject to the conditions set forth in Section 5 of this Ordinance.

SECTION FOUR: Special Use Permit. Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities hereby grant a Special Use Permit to allow outdoor truck trailer and semi-trailer storage on the Subject Property.

SECTION FIVE: Conditions. The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Village Staff approval of the Landscape and Photometric Plans;
- B. Village Engineer approval of the Engineering Plans;
- C. Signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;
- D. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services

Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;

- F. Landscaping must be installed within one year of the issuance of a building permit;
- G. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- H. The development, maintenance, and use of the Subject Property must be in substantial compliance with the final plans attached hereto as Exhibit B, Exhibit C, Exhibit D, and the final engineering, photometric, and landscape plans as approved by the Village Engineer and the Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.

SECTION SIX: Failure to Comply. Upon the failure or refusal of the Petitioner, the Owner, or any subsequent owner or occupant of the Subject Property to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the “***Conditioned Approvals***”), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the I-2 EDA Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 6, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 6 is given.

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

SECTION EIGHT: Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION NINE: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: November 21, 2023

APPROVED: November 21, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on November 21, 2023, and approved on November 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

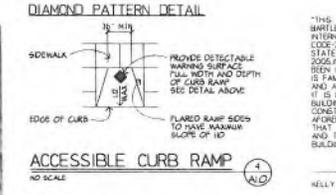
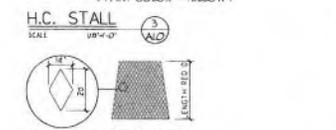
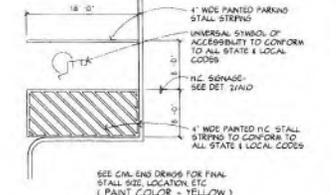
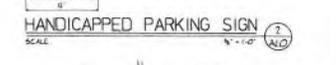
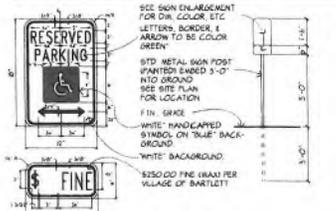
LOT 22B IN ASSESSMENT PLAT OF LOT 22 BREWSTER CREEK BUSINESS PARK UNIT 2 BARTLETT, ILLINOIS, BEING A PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID ASSESSMENT PLAT RECORDED JANUARY 14, 2019 AS R2019-002807, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. NO. 0104109009



CONSTRUCTION DATA	
BUILDING CODE	2018 INTERNATIONAL BUILDING CODE 2018 INTERNATIONAL MECHANICAL CODE 2018 INTERNATIONAL FIRE GAS CODE 2018 INTERNATIONAL FIRE CODE 2018 NATIONAL ELECTRIC CODE 2018 ILLINOIS STATE PLUMBING CODE 2018 ILLINOIS ACCESSIBILITY CODE
BUILDING HEIGHT	28'-0" CLEAR INTERIOR - TYPICAL AT 33'-4"
ZONING	7-2 EDU* ECONOMIC OVERLAY DISTRICT DUNELAY DISTRICT
CONSTRUCTION TYPE	TYPE 2B UNPROTECTED NON-COMBUSTIBLE, UNLIMITED AREA
OCCUPANCY TYPE	'B' BUSINESS (NECESSARY TO MAJOR USE) 'S-1' MODERATE HAZARD STORAGE
HANDICAPPED PARKING	HANDICAPPED PARKING AND SIGNS PER APRIL 2017 STATE OF ILLINOIS ACCESSIBILITY STANDARDS
FIRE PROTECTION	BUILDING TO BE EQUIPPED THROUGHOUT WITH AUTOMATIC FIRE SUPPRESSION SYSTEM DESIGNED FOR NFPA 13 FOR CLASS II COMMODITIES AS DEFINED IN NFPA 13C FOR H PILE STORAGE

SITE DATA	
SITE AREA	1.8634 (4 S.F.)
GROSS BUILDING AREA	23,500 ± 2
OFFICE AREA	13,500 S.F.
MAINTENANCE	20,000 S.F.
TOTAL BUILDING FOOTPRINT	20,000 S.F.
FLOOR AREA RATIO	10
GREEN SPACE REQUIRED	53
GREEN SPACE PROVIDED (82,973 S.F.)	38
ALLO PARKING REQUIRED PER 1/2 "EDU" ZONING	
OFFICE (1075 SF)	18 CARS
MAINTENANCE (10,000 SF)	18 CARS
TOTAL PARKING REQUIRED	36 CARS
PARKING PROVIDED	36 CARS
TRAILER STALLS	88 STALLS
EXTERIOR DOORS	7 DOORS
DRAW IN LOGS	5 DOORS



TENANT OCCUPANCY LOAD	
OCCUPANT LOAD	BUILDING AREA: 23,500 S.F.
OFFICE - 5,000 SF/200 SF	25 PERSONS
MAINTENANCE - 17,500 SF/500 SF	35 PERSONS
TOTAL OCCUPANT LOAD	60 PERSONS
EGRESS WIDTH REQUIRED 15"	
OFFICE - 15' (25)	3.15'
MAINTENANCE - 15' (35)	5.25'
EGRESS WIDTH PROVIDED	
OFFICE (15 OPENING + 36")	36"
MAINTENANCE (15 OPENING + 36")	72"

INDEX TO DRAWINGS	
C3	COVER SHEET
A10	SITE PLAN, SITE DATA & DETAILS
A2/0	BUILDING ELEVATIONS
A3/0	BUILDING FLOOR PLAN
A4/0	ROOF DRAINAGE PLAN
SPI	SPECIFICATIONS
SP2	SPECIFICATIONS
SP3	SPECIFICATIONS

GENERAL NOTES:

- SEE CIVIL ENGINEERING DRAWINGS FOR OTHER DIMENSIONING, NOTES AND DETAILS.
- ROOF TOP UNITS WILL BE SCREENED AS REQUIRED.
- HIGH EFFICIENCY HEATING & COOLING SYSTEMS ENERGY STAR APPLIANCES SHALL BE REQUIRED.

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 10 OR 4" TALL MIN. WITH 1/2" STROKE WIDTH. FIELD VERIFY LOCATION, COLOR AND TYPE OF BUILDING IDENTIFICATION WITH THE LOCAL ENGINEERING AUTHORITY.

*THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE BARTLETT BUILDING CODE, INCLUDING BUT NOT LIMITED TO, THE INTERNATIONAL BUILDING CODE 2018, INTERNATIONAL RESIDENTIAL CODE 2018, INTERNATIONAL MECHANICAL CODE 2018, ILLINOIS STATE PLUMBING CODE 2018 EDITION, NATIONAL ELECTRIC CODE 2018, INTERNATIONAL ENERGY CODE 2018. EACH OF WHICH HAS BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE ORDINANCES, 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 CONSTRUCTION SHALL BE SUBJECT TO ALL PROVISIONS OF THE APPROVED/REVISIONED 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



DESIGN FIRM REG. NUMBER: 186-000575
LOT 22B

NEW OFFICE / TRUCK MAINTENANCE FACILITY FOR
YLM LOGISTICS
1219 HARDT CIRCLE, BARTLETT, ILLINOIS

BY PROGRESS FOR DESIGN REVIEW #1
8/24/2023
D:\PROJECTS

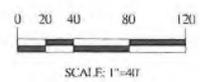
PROJECT NO: 221147
DRAWN BY: ETC
DATABASE: 221147.MXD

SHEET NO: A1.0
1 OF 11 SHEETS



NOTES:

- 1) The Landscape Contractor shall provide and install all plant materials in the quantities and within sufficient to complete planting as shown on this Landscape Plan. All plants shall comply with the requirements of the current American Standard for Nursery Stock published by the American Nursery and Landscape Association. Plants shall meet size, genus, species and variety and be in good health free of insects, diseases or defects. No bark or root materials shall be accepted. Trees not exhibiting a central or single leader will be rejected unless noted in this plan for a multi-trunk. Quantity lists are supplied for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the owner plan shall govern over the plant list. No plants are to be changed or substituted without approval of the Owner or a representative of James Overton & Associates, Inc.
- 2) All plants shall be watered during the first 24-hour period following installation. A watering schedule must be agreed upon with the Owner before planting. An irrigation system and flow plant materials are to be properly installed. 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 ground acceptance.
- 3) Plants shall be banded and tagged unless otherwise noted on the Landscape Plan. No top bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. It is the option of the Landscape Contractor to roll back mulch from the top of the root ball.
- 4) Recommended mulch depth is four inches (4") of shredded hardwood bark. The Landscape Contractor shall avoid over-mulching and the creation of "mushy spots." Mulch Beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pulled back at least two inches (2") from the base of a tree to the base of the trunk and root crown and exposed.
- 5) Plants of general beds with one cubic yard of garden compost per 100 sq ft and the compost shall be installed to an 8" depth.
- 6) All plants shall be set plants. It is the option of the landscape contractor to stake deciduous trees but it is the responsibility of the landscape contractor to guarantee the plants remain planted until the end of the guarantee period.
- 7) Trees shall be installed a minimum of five feet (5') horizontally from underground electrical feeders, sanitary sewers, storm sewers, water mains, and water services. Trees shall be installed a minimum of ten feet (10') horizontally from utility structures or ducting, but not within 3' of manholes, valve vaults and other boxes. Shade trees shall be a minimum of ten feet (10') back of light poles and all shrubs shall be a minimum of three feet (3') from all fire hydrants.
- 8) The Landscape Contractor shall verify the existence of all underground utilities prior to starting work. The Landscape Contractor shall also verify the location and mark areas of frost and utility conditions throughout the construction process. The Landscape Contractor shall acquire permits with any utility marking conditions in absence of submitting a proposal. Failure to recognize relevant responsibilities does not relieve the contractor of obligations due to the installation.
- 9) Property owners shall be responsible for maintaining all landscaping shown on the approved plans throughout the life of the development.
- 10) Turf shall be Premium Stingergrass. Mul seed and blanket in all disturbed areas except where indicated otherwise.
- 11) Other to Landscape Plan has been approved and a Building Permit issued, the Planning or Zoning Administrator may authorize minor revisions to the approved Landscape Plan including the installation of new retaining planting 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.
- 12) Trees and shrubs shall not be located closer than ten (10) feet to fire hydrants, manholes, or other above ground utilities.
- 13) Bare root plants shall not be allowed.
- 14) All planted areas and landscaped islands shall receive a six (6) inch layer of shredded hardwood bark mulch.



REVISION
BY 12/21/2016 REVIEW: NEW SITE PLAN

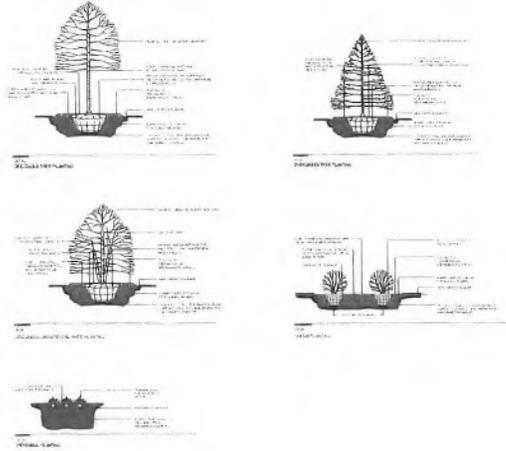
DOWDEN DESIGN GROUP
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING
P.O. BOX 415, LIBERTYVILLE, IL 62048
DOWDENDSIGNGROUP.COM PHONE: 847.362.1254

YLM LOGISTICS
LOT 22B, HUMBRECHT & HART CIRCLES
BARTLETT, ILLINOIS

LANDSCAPE PLAN

DATE: 08/03/23
DRAWN BY:
DRAWN: CJD





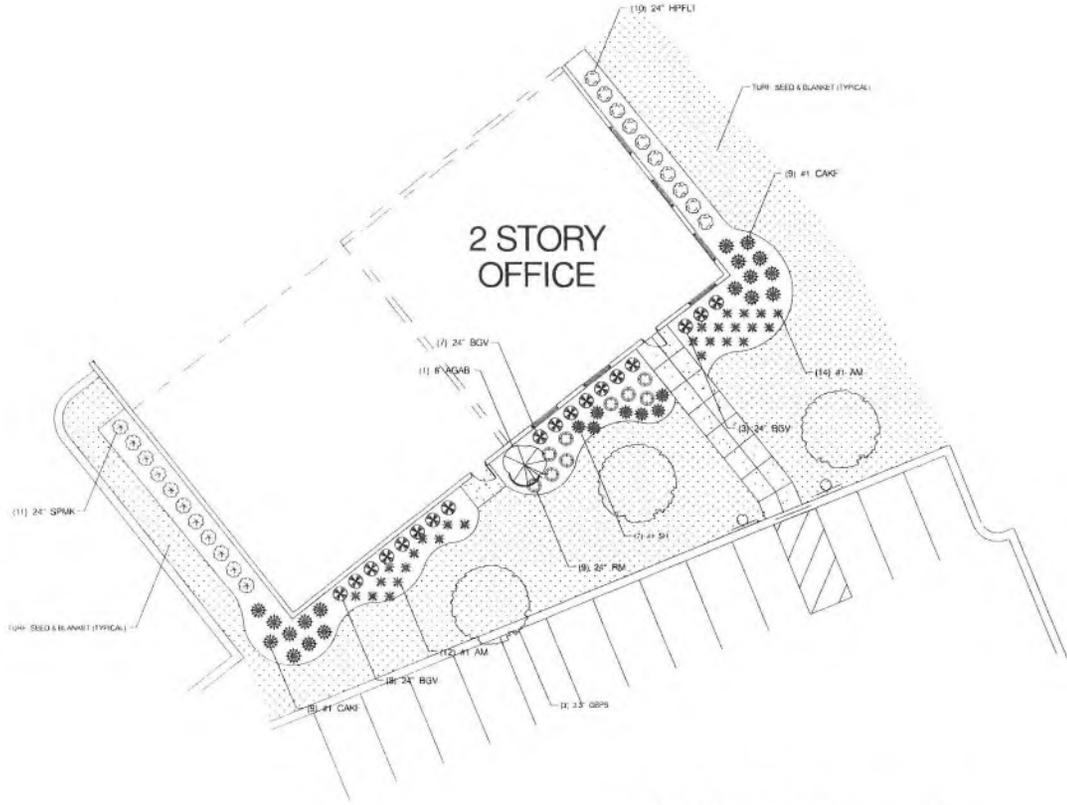
PLANT LIST

Qty.	Common Name	Botanical Name	Size	Remarks	Key
3	Redpointe Maple	<i>Acer rubrum 'Redpointe'</i>	2.5'	B&B	ARR
11	Princeton Sentry Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	2.5'	B&B	GBPS
4	Skyline Lecust	<i>Gleditsia inaequalis 'Skyline'</i>	2.5'	B&B	GTS
3	Emerald City Tulip Tree	<i>Liriodendron tulipifera 'Emerald City'</i>	2.5'	B&B	LTEC
5	Shingle Oak	<i>Quercus imbricaria</i>	2.5'	B&B	OR
3	Northern Red Oak	<i>Quercus rubra</i>	2.5'	B&B	OR
10	Royal Prince English Oak #	<i>Quercus robur 'Royal Prince'</i>	2.5'	B&B	ORBP
5	Shawnee Brave Bald Cypress	<i>Taxodium distichum 'Shawnee Brave'</i>	2.5'	B&B	TDSB
2	Trumpet Elm	<i>Ulmus 'Marion Olcay'</i>	2.5'	B&B	UMG
31	Noway Spruce	<i>Picea abies</i>	5'	B&B	PA
28	Black Hills Spruce	<i>Picea glauca 'Densata'</i>	6'	B&B	PGD
14	Techney Arborvitae	<i>Thuja occidentalis 'Techney'</i>	6'	B&B	TOT
1	Autumn Brilliance Serviceberry	<i>Amelanchier grandiflora</i>	6'	B&B	AGAB
8	Ivory Silk Japanese Tree Lilac	<i>Syringa reticulata 'Ivory Silk'</i>	6'	B&B	SRTS
18	Green Velvet Boxwood	<i>Buxus 'Green Velvet'</i>	24"	Cont.	BGV
43	Kadiak Fresh Honeysuckle	<i>Dieris splendens 'SMNDS'</i>	24"	Cont.	DSKP
85	Snow On Forsythia	<i>Forsythia intermedia 'Snow On'</i>	30"	Cont.	FIS
20	Pink Light Hydrangea	<i>Hydrangea paniculata 'Pink Light'</i>	30"	Cont.	HPFL
10	Pink Light Tidbit Hydrangea	<i>Hydrangea paniculata 'SMNHPK'</i>	24"	Cont.	HPFLT
9	Pink Duff Groundcover Rose	<i>Rosa 'Meppon' PP18874</i>	24"	Cont.	RM
19	Eric Dwarf Mugo Pine	<i>Pinus mugo 'Eric'</i>	24"	Cont.	PME
11	Moss Kim Lilac	<i>Syringa patula 'Moss Kim'</i>	24"	Cont.	SPMK
26	Blue Muffin Viburnum	<i>Viburnum dentatum 'Blue Muffin'</i>	30"	Cont.	VDBM
45	Milano Ornamental Onion	<i>Allium 'Milano'</i>	21"	Pats	AM
18	Karl Foerster Hedge Grass	<i>Calamagrostis acutiflora 'Karl Foerster'</i>	21"	Pats	CAKF
7	Dwarf Prairie Dropseed	<i>Sporobolus heterolepis 'Tara'</i>	21"	Pats	SHT

High Branches (incl. Full Canopy)

PREMIUM BLUEGRASS SEED MIX (4-5 LBS/1000 S.F.)

MIX %	SEED	GERMINATION	ORIGIN
22.82%	AWARD KENTUCKY BLUEGRASS	85%	OR
22.22%	NUGLADE KENTUCKY BLUEGRASS	85%	OR/WA
17.79%	JACKPOT KENTUCKY BLUEGRASS	85%	OR/WA
16.11%	EVEREST KENTUCKY BLUEGRASS	85%	OR
9.98%	FIESTA 4 PERENNIAL RYEGRASS	90%	MN
9.97%	HANCOCK PERENNIAL RYEGRASS	90%	MN
1.11%	INERT MATTER		



SCALE: 1"=10'



REVISED: 03/25/2014

DOWDEN DESIGN GROUP
 LANDSCAPE ARCHITECTURE, DESIGN & PLANNING
 P.O. BOX 415, LIBERTYVILLE, IL 62448
 DOWDENDSIGNGROUP.COM PHONE: (618) 362-1254

YLM LOGISTICS
 LOT 228, HUNTERBROOK & HARDY CIRCLES
 BARTLETT, ILLINOIS

LANDSCAPE PLAN

DATE: 08/23/17
 SCALE: 1"=10'
 DRAWN: CDD





Village of Bartlett
Planning and Zoning Commission
November 2, 2023

(#23-07) YLM Logistics – Brewster Creek Business Park, Lot 22B

Site Plan

Special Use Permit – trailer and semi-trailer storage

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Pictures of Signs

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The petitioner, **Mike Keough**, Triumph Design Build, 425 Martingale Rd, Suite 1280, Schaumburg, IL came forward and was sworn in by **M. Werden**. **M. Keough** stated that they are requesting approval of a site plan and special use permit for truck parking and storage at Lot 22B. This will be a trucking office facility. We have separate car parking. We have submitted the site plan, elevations, floor plans, photometrics and landscape plans. We have been working with the Planning and Development Services Department on the landscape plan to make sure that it fits in well with the surroundings. **M. Werden** it seems that most of this is moving along as far as staff is concerned. **D. Harper** yes, everything that has been submitted as far as the site plan, elevations, photometric, and landscape plans are all within code. **M. Werden** asked, once this is approved, when do you plan to start building? **M. Keough** stated, with the weather, it is hard to predict, but probably in the spring. We are ordering materials and will be applying for a building permit. **M. Werden** everything seems to be in order. **J. Batterman** asked, was there a traffic analysis done for this? **D. Harper** answered, it was determined that there was no need for traffic analysis for this at this time. **M. Werden** how many trucks do you anticipate will be coming and going in a day? **M. Keough** there is potential for a few dozen trucks a day in and out. We have 2 loading docks for unloading material and a handful of drive-in bays for the trucks for light maintenance. These are not long-haul trucks. **M. Werden** what are the anticipated business hours? **M. Keough** it will be normal business hours, 7 am to 5 or 6 pm. **M. Werden** will there be any overnight activity? **M. Keough** no. **J. Batterman** will the truck maintenance be done inside the facility. **M. Keough** yes, it will be done inside. Outside is just parking. There is no engine bay. It would just be light maintenance. Anything major would go to a different facility.

M. Werden opened the public hearing. No one from the public came forward.

J. Miaso made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#23-07) YLM Logistics – Brewster Creek Business Park, Lot 22B** for the Site Plan and Special Use Permit for trailer and semi-trailer storage subject to the conditions and findings of fact outlined in the staff report.

M. Werden closed the public hearing.

Motioned by: J. Miaso

Seconded by: M. Sarwas



Village of Bartlett
Planning and Zoning Commission
November 2, 2023

Roll Call

Ayes: J. Kapadoukakis, G. Koziol, J. Miaso, M. Sarwas, J. Battermann, M. Werden

Nays: None.

The motion carried.



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

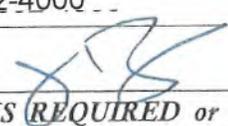
Name: Jeff A Brown - Elmhurst Chicago Stone

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

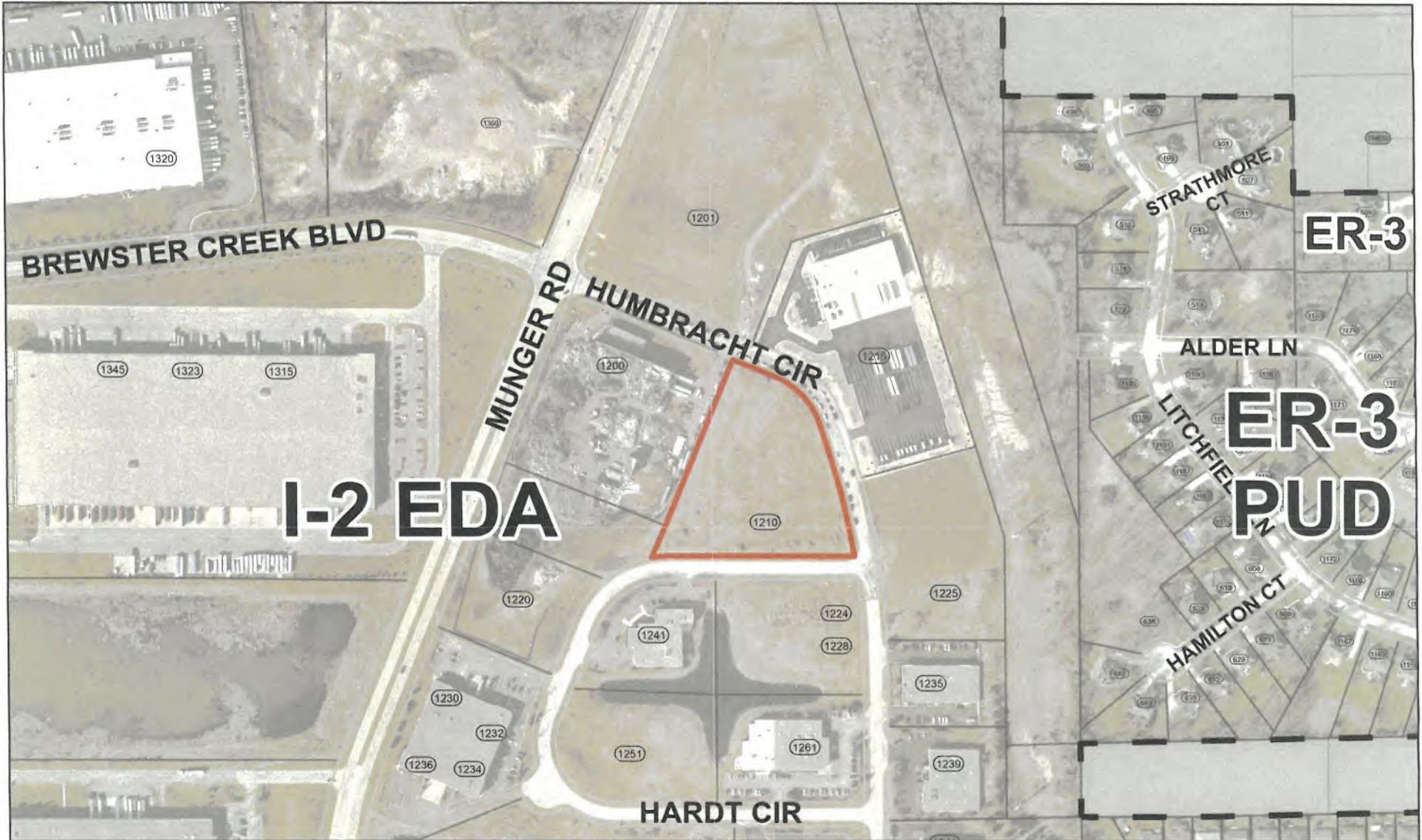
ADDRESS: 425 Martingale Rd. Suite 1280
Schaumburg, IL 60173

PHONE NUMBER: 630-514-4610

EMAIL: mike.keough@triumphdb.com

SIGNATURE: Mike Keough

DATE: 7/14/23



I-2 EDA

ER-3

**ER-3
PUD**

LOCATION MAP



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

2023



0 187.5 375 US Feet



Agenda Item Executive Summary

Item Name Local Government Distributive fund (LGDF) Committee or Board Board

BUDGET IMPACT			
Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>N/A</u>		

EXECUTIVE SUMMARY
The resolution urges the restoration of the Local Government Distributive Fund (LGDF) for Illinois municipalities. The reduction of the LGDF share from 10% to 5.45% and 6.47% as it stands now, has a significant financial impact on the Village of Bartlett. Through the first 7 months of FY 2024 the Village has lost \$2,315,423 due to the LGDF percentage reduction. Additionally, restoring the LGDF would help municipalities deal with the numerous unfunded mandates from the state as the SAFE-T Act. The resolution calls on representatives in the General Assembly to take action to restore the LGDF share to 10%, as it was for 42 years.

ATTACHMENTS (PLEASE LIST)
Staff Memo
Resolution
Motion

- ACTION REQUESTED**
- For Discussion Only
 - Resolution
 - Ordinance
 - Motion: I MOVE TO APPROVE RESOLUTION 2023-_____-R A RESOLUTION URGING THE RESTORATION OF THE LOCAL GOVERNMENT DISTRIBUTIVE FUND FOR ILLINOIS MUNICIPALITIES

Staff: Samuel Hughes
Senior Management Analyst

Date: 11/15/2023

Memorandum

To: Paula Schumacher, Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: November 15, 2023
Re: Local Government Distributive Fund (LGDF)

The resolution urges the restoration of the Local Government Distributive Fund (LGDF) for Illinois municipalities. The reduction of the LGDF share from 10% to 5.45% and 6.47% as it stands now, has a significant financial impact on the Village of Bartlett. Through the first 7 months of FY 2024 the Village has lost \$2,315,423 due to the LGDF percentage reduction. Additionally, restoring the LGDF would help municipalities deal with the numerous unfunded mandates from the state as the SAFE-T Act. The resolution calls on representatives in the General Assembly to take action to restore the LGDF share to 10%, as it was for 42 years.

Motion:

I MOVE TO APPROVE RESOLUTION 2023-_____-R A RESOLUTION
URGING THE RESTORATION OF THE LOCAL GOVERNMENT
DISTRIBUTIVE FUND FOR ILLINOIS MUNICIPALITIES

RESOLUTION 2023- _____-R

**A RESOLUTION URGING THE RESTORATION OF THE LOCAL GOVERNMENT
DISTRIBUTIVE FUND FOR ILLINOIS MUNICIPALITIES**

WHEREAS, the Local Government Distributive Fund (LGDF) was created in 1969 not as a grant, but as an irrevocable commitment to municipalities in return for their support in creating a state income tax; and

WHEREAS, the original share was 10% dropping to 5.45% at its lowest in 2017; and

WHEREAS, in 2022 members of the Illinois General Assembly proposed two bills to increase LGDF funding from 6.06% to 8%, with a 0.1% increase being approved making the percentage 6.16%, then 6.47% beginning July 2023; and

WHEREAS, the Village of Bartlett's LGDF revenues from FY23 were \$6,641,682 which made up 20% of general fund revenues; and

WHEREAS, the Village of Bartlett experienced a loss of \$2,315,423 million dollars just in the first 7 months of FY 2024 due to the reduction of LGDF from 10% to 6.16%; and

WHEREAS, the distributions from the LGDF are an important aspect of the municipal financial structure; and

WHEREAS, the State of Illinois mandate to have police pensions 90% funded by 2040 poses additional financial strain on the Village; and

WHEREAS, the Village of Bartlett is a front-line provider of government services to citizens, and these services include police protection, street infrastructure, water and sewer services, planning and development services, tree trimming, snow removal and many other services; and

WHEREAS, the Village of Bartlett continues to maintain high service levels our residents have come to expect; and

WHEREAS, restoring the LGDF share would help municipalities meet service needs, but also respond to numerous unfunded state mandates such as the SAFE-T Act; and

WHEREAS, we ask our representatives in the General Assembly to take action to restore the LGDF back to 10% for Illinois communities; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, that the local Government Distributive Fund percentage not be reduced or altered in anyway by the State of Illinois in a manner that negatively affects the Village of Bartlett, its residents or business community.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

Memo

DATE: November 10, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: DuPage Water Commission Water Purchase and Sale Contract Extension

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. We attended the steering committee meetings that were 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.

MOTION: I move to approve Ordinance 2023-_____, an ordinance approving a water purchase and sale contract between the DuPage Water Commission and Contract Customers.

ORDINANCE 2023 - _____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

WHEREAS, the Village of Bartlett is a current customer of the DuPage Water Commission (the "**Commission**") pursuant to the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the "**Original Contract**"); and

WHEREAS, the Original Contract expires on February 24, 2024; and

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers (the "**New Contract**") (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Board of Trustees for the Village of Bartlett deem it to be in the best interests of the Village of Bartlett and its residents to approve and enter into the New Contract.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Trustees of the Village of Bartlett.

SECTION TWO: APPROVAL. The Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers attached hereto and by this reference incorporated herein and made apart hereof as Exhibit 1, shall be and hereby is approved and ratified.

SECTION THREE: AUTHORIZATION. The Village President is hereby authorized and directed to execute the Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached as Exhibit 1 on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-_____ enacted on November 21, 2023, and approved on November 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

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

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

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
VILLAGE 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 COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, _____

WATER PURCHASE AND SALE CONTRACT

Table of Contents

	<u>Page</u>
PREAMBLES	
Section 1. Definitions	8
Section 2. Water Supply	11
(a) Agreement to Purchase and Sell	11
(b) Certain Limits on Supply and Commission's Power to Contract	11
(c) Emergency or Maintenance Shut-Off	12
(d) Curtailment; Emergency Use of Other Sources	12
(e) Water Quality	12
Section 3. Storage, Delivery, Distribution and Conservation	12
(a) Storage	12
(b) Points of Delivery, Back-Flows, Pressure	13
(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste	13
Section 4. Measuring Equipment	14
(a) Commission to Supply Equipment, Official Record	14
(b) Calibration	14
(c) Check Meters	14
(d) Variations between Meters; Reconciliation	15
(e) Removal of Commission Metering Station	15
Section 5. Unit of Measurement	16
Section 6. Prices and Terms of Payment	16
(a) Operation and Maintenance Costs; Underconsumption Costs	16
(b) Fixed Costs	16
(c) Bills and Due Date	17
(d) Default Shares	17
(e) Disputed Payments	17
(f) Interest on Overdue Payments	18
(g) Security Deposit	18
(h) Rates to Contract Customers Same	19
(i) Limitation on Payments; Net Indebtedness of Contract Customers	19
(j) May Use Other Moneys	19
(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers	19
(l) Beginning of Obligation to Pay	19
(m) Provision in Lieu of Water Allocation	19

	<u>Page</u>
Section 7. Procedural and Other Limitations; Further Covenants of the Commission	19
(a) Procedural Rule	19
(b) Lake Water Only	20
(c) Intentionally Omitted	20
(d) Covenants to Be Set Out in Bond Ordinances/Resolutions	20
(e) Absolute Conditions	20
(f) Emergency Supply	21
(g) Governance	21
(h) Retail Sales	21
(i) Evidence of Customer Action	21
(j) Limitation on Funds	21
(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions	21
Section 8. Special Conditions and Covenants	21
(a) Commission to Build Waterworks System and Supply Lake Water	21
(b) Title to Lake Water	22
(c) Payments Hereunder an Operation Expense of Unit Systems	22
(d) Commission Insurance	22
(e) Commission to Continue to Serve	23
(f) Commission Covenant to Operate Properly	23
Section 9. Additional Contract Customer Covenants	23
(a) Maintain and Operate Unit System	23
(b) Rate Covenant	23
(c) Segregate Revenues	23
(d) Future Subordination of Revenue Bond Lien	24
(e) General Covenant to Operate Properly	24
(f) Accounting and Audit	24
(g) Maintain Ownership of Unit System and Properties	24
(h) Insurance	24
(i) Budget and Appropriations	25
(j) Continue to Serve	25
(k) Maintain Water Allocation	25
(l) Combining or Separating Unit System Accounts	25
(m) Customer Covenants as to Rate of Withdrawal	25
Section 10. Election as to Water Purchase Requirements	25
Section 11. Resale Limitations	26

Section 12.	Subsequent and Other Contracts	26
	(a) No Contract With Rate More Favorable	26
	(b) Occasional Service Only Except to Contract Customers	26
	(c) Subsequent Contract Terms	26
Section 13.	Force Majeure	27
Section 14.	Commission Defaults	28
Section 15.	Contract Customer's Obligation Unconditional	28
Section 16.	Modification of this Contract or of the Water Supply Contract	28
Section 17.	Non-Assignability	29
Section 18.	Cooperation In Construction of Commission Water Supply	29
Section 19.	Mutual Cooperation in Issuance of Obligations	30
Section 20.	Regulatory Bodies	30
Section 21.	Commission Cooperative Arrangements with Other Water Suppliers	30
Section 22.	Notices and Evidence of Actions	31
Section 23.	Severability	31
Section 24.	Effective Date and Term	31
Section 25.	Governing Law; Superseder	31
Section 26.	Venue	31
Section 27.	Execution in Counterparts	31

SIGNATURES

EXHIBIT 1 Map

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 XX, 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 Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	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
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts 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 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 Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "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: "Cost 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 Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its 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 Customers that the Commission may 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 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, the Commission, in Article VI, Section 7.b 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 Contract 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.b 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 Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract 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 Contract Customers and the obligations of the Commission under this Contract are intended by the Contract 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.

“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.

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

"Contract" means this Contract.

"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.

"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.

"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 corporate 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 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.

"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 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 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 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 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 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 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; 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 to Customers 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 or within territory which becomes part of "included units" in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each 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 Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such 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 Contract Customer's Water Allocation divided by 24. Further, the Commission's obligation to each 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 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 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 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 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 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 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 Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide 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 Contract Customer with Lake Water of a quality commensurate with that furnished other 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 Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The 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 Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a 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 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 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 Water Supply Contract) .

(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 Contract Customer's system are shown on Exhibit 1. Each Contract 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 station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

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 Contract Customer's operation of its pressure adjusting or rate control 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 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) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract 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 Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract 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 Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract 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 Contract 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 operation. 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 of 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), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract 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 Contract 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 Contract 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 Contract 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 Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract 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 or any subsequent water supplier. 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. Each Contract 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 Contract 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 or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. 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 Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract 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 Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract 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. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days 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 Contract 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 Contract 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 Contract 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 Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract 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 Contract 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 bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract

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 Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract 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 Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract 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 Contract 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 Contract 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 Contract 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 Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract 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 Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days 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 Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

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

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract 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 Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract 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 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 any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(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 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 Contract 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 Acts: (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 Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract 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.

(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 Contract 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 Contract 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 Contract 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 Contract Customer.

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

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract 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) 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 Contract 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 Contract 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 Contract Customers may be heard, and shall give the Contract 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 Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

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

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 Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract 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 supplied 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 Contract Customer.

(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 Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract 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 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 Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract 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 Contract Customer challenging the priority of such Contract 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 Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/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.

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

(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.

Section 9. Additional Contract Customer Covenants. Each Contract 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 Contract 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 Contract 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 Contract Customer to make the payments set forth in clause (i) 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 Contract 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 Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract 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.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract 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 Contract 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. 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 Contract 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 its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. 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 Contract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the Contract 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 Contract 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 Contract Customer in writing.

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

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by 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 Contract 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 Contract 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 Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract 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) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

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 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 Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to 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 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 contract with any unit of local government or private entities that is not a Contract Customer, unless such 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 Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

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 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 Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not

less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract 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 Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract 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 Contract 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 Contract 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 Contract 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 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 Contract 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 force majeure 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 Contract 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 Contract 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 Contract 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 Contract Customer or Contract 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. Contract Customer's Obligation Unconditional. The Contract 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 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 Contract 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 Water Supply Contract 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 Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this

Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract 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 Contract 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 Water Supply Contract, other water purchase or sale contracts of the Commission 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 Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract 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 Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract 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 Contract 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 Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract 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 Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer

shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract 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 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 Contract 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 Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract 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. This Contract 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, 2064. The 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 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 27. 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.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zuccherro, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giless, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehri, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

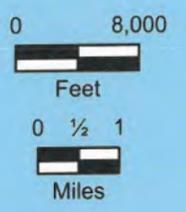
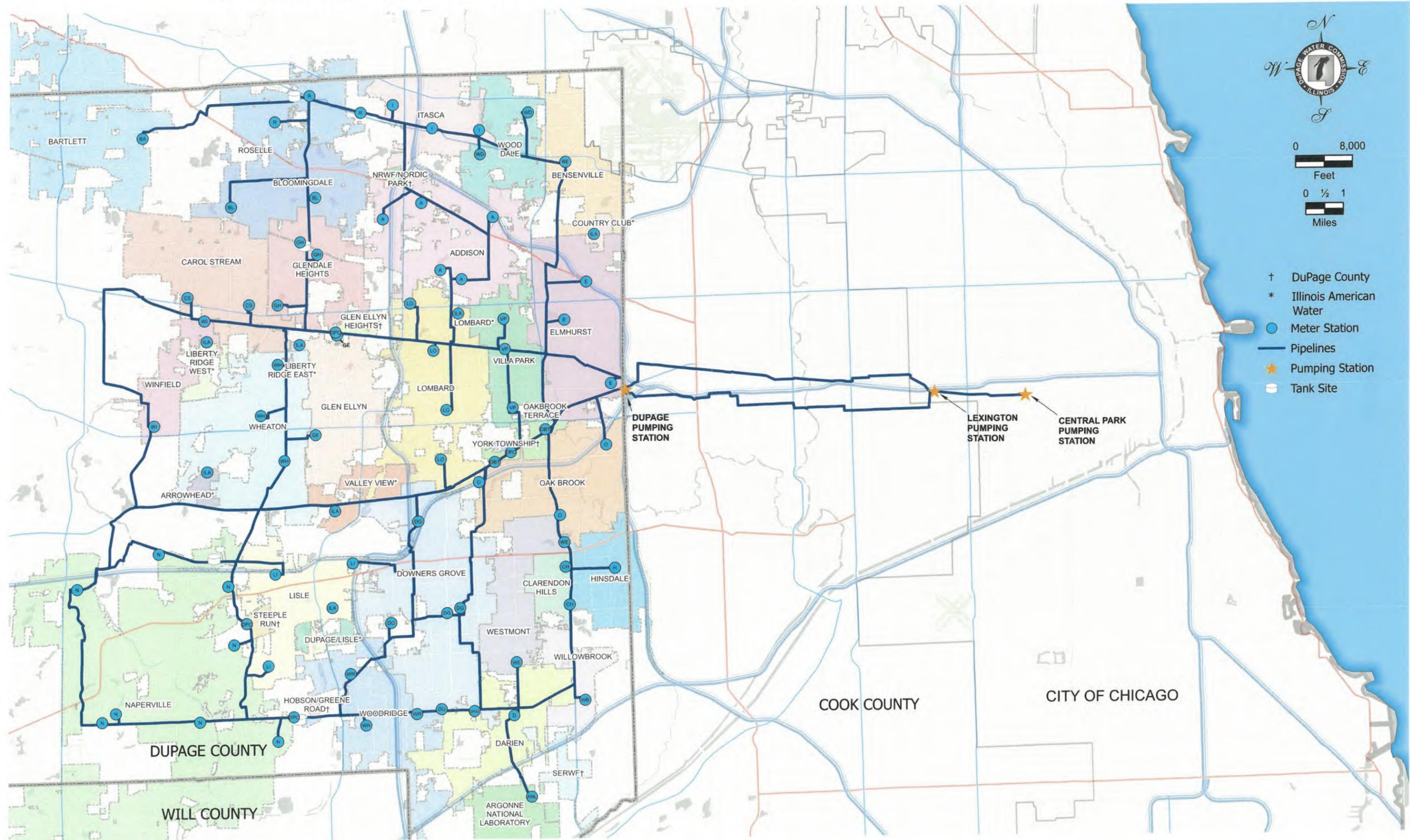
[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk

DUPAGE WATER COMMISSION WATERWORKS SYSTEM MAP

EXHIBIT I



- † DuPage County
- * Illinois American Water
- Meter Station
- Pipelines
- ★ Pumping Station
- Tank Site

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.



Agenda Item Executive Summary

Item Name DuPage Water Commission - City of Chicago Committee Board
Contract Extension or Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The DuPage Water Commission (DWC) contract with the City of Chicago expires in March 2024. DWC has been in negotiations with Chicago but has not been able to finalize a contract extension and therefore is recommending an extension of the current contract. They are asking the customers to authorize DWC to extend the contract from 15 - 20 years which will allow them to continue negotiating with Chicago as well as continue to pursue an alternative that would involve constructing a new treatment facility and tunnel system to eliminate the need to receive water from the City of Chicago.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

Motion: I move to approve Resolution 2023-_____, a resolution approving an extension of the water supply contract between the DuPage Water Commission and the City of Chicago.

Staff: Dan Dinges, Director of Public Works

Date: 11/10/23

Memo

DATE: November 10, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: DuPage Water Commission – City of Chicago Contract Extension

The DuPage Water Commission (DWC) contract with the City of Chicago expires in March 2024. DWC has been in negotiations with Chicago but has not been able to finalize a contract extension and therefore is recommending an extension of the current contract. They are asking the customers to authorize DWC to extend the contract from 15 – 20 years which will allow them to continue negotiating with Chicago as well as continue to pursue an alternative that would involve constructing a new treatment facility and tunnel system to eliminate the need to receive water from the City of Chicago.

MOTION: I move to approve Resolution 2023-_____, a resolution approving an extension of the water supply contract between the DuPage Water Commission and the City of Chicago.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

WHEREAS, in 1984, the DuPage Water Commission (the "**Commission**") entered into a Water Supply Contract Between the DuPage Water Commission and the City of Chicago (the "**Water Supply Contract**") for the Commission to purchase Lake Michigan water from the City of Chicago (the "**City**") to provide to the Commission's customers; and

WHEREAS, the Village of Bartlett is a customer of the Commission and purchases Lake Michigan water from the Commission; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years; and

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the current Water Supply Contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023, to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the Commission has deemed it to be in the interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than 15 years and not more than 20 years; and

WHEREAS, the Village of Bartlett deems it to be in the best interests of the Village and its residents to approve and consent to an extension of the Water Supply Contract for a period not less than 15 years and not more than 20 years.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **RECITALS.** The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board of Trustees of the Village of Bartlett.

SECTION TWO: APPROVAL. The Board of Trustees of the Village of Bartlett hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than 15 years and not more than 20 years, without further action by the Village Board.

SECTION THREE: AUTHORIZATION. The Village Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after is approval.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on November 21, 2023, and approved on November 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk