

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
September 3, 2024
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:** Special Board Meeting – August 7, 2024, Public Hearing – August 20, 2024, Board – August 20, 2024, Committee – August 20, 2024

*7. **BILL LIST:** September 3, 2024

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:** None

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. Ordinance Approving a Redevelopment Plan and Project for the Lake Street Corridor Redevelopment Project Area
2. Ordinance Designating the Lake Street Corridor Redevelopment Project Area Pursuant to the Tax Increment Redevelopment Act
3. Ordinance Adopting Tax Increment Allocation Financing for the Lake Street Corridor Redevelopment Project Area

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- *1. Ignite the Courage North Ave Road Closure Request

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Ignite the Courage Class D Liquor License
- *2. Oktoberfest Class D Liquor License
- *3. Class A Liquor License Creation-Straight Flush

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- *1. Ordinance Authorizing the Acceptance of the Contract and By-Laws document of the Intergovernmental Personnel Benefit Cooperative and Authorizing Membership in the IPBC by the Village of Bartlett

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Ordinance Amending the Bartlett Municipal Code Section 6-11-12041.1: Schedule I, Through Streets
- *2. Ordinance Amending the Bartlett Municipal Code Section 6-11-12043.3: Schedule III, Yield Right of Way Intersections
- *3. Resolution Approving the Village Hall Electric Vehicle Charging Stations Design Build Agreement with Burke, LLC

13. **NEW BUSINESS**

1. Straight Flush Liquor License Request

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



**VILLAGE OF BARTLETT
BOARD MINUTES
AUGUST 7, 2024**

1. CALL TO ORDER

President Wallace called the regular meeting of August 7, 2024 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, Planning & Development Director Kristy Stone, Grounds Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

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

Trustee Gunsteen stated that he would like to add items 8.A. 1 to the Consent Agenda – Resolution 2024-72-R, 1. A Resolution stating the Village of Bartlett's Opposition to the Map Amendment and Planned Unit Development for a Motor Freight Terminal in a Designated Environmentally Sensitive Area at 31W222 West Bartlett Road

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 Suwanski.

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

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



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NAYS: None
ABSENT: None
MOTION CARRIED

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

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

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

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

6. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne wanted to commend the Bartlett Police Department for a successful National Night Out. He stated he guessed there at least 2000 people there.

Trustee Deyne also wanted to congratulate Planning and Development Director Kristy Stone on her engagement.

7. TOWN HALL

Colt Whalen, 1457 Wilke Ave, Des Plaines

Mr. Whalen stated that while he does not reside in Bartlett, he is here on behalf of the 135 IEW electricians and their family members who do. He stated these union members who have chosen to make Bartlett their home, are counting on City leaders to support them and allow them to work in their city. He commended the staff who worked on this development agreement. He asked the Council why the developer went back on his word to the Village of Bartlett and its workers. He asked that the Board vote no today.

Jim Masfield, Bartlett resident

Mr. Masfield stated that he's been a Bartlett resident since 1997 and has been a Union Plumber for the past 35 years. He wanted to confirm that the Village of Bartlett sold the property to the developer. President Wallace confirmed that it was. He also wanted to verify whether the agreement stated it would hire union labor, President Wallace confirmed that the original agreement did not state that.



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Mr. Masfield listed concerns that he had regarding permits and stated there was no information out there on the permit. He then referenced site utilities and whether it was approved to be completed underground.

President Wallace stated he wasn't sure where Mr. Masfield got his information since it was not Public.

Mr. Masfield stated that he's very proud of living in this town and would like the Union to be given the opportunity to bid on the job.

Jay Langfelder, 415 S. Hickory

Mr. Langfelder wanted to commend Public Works and the Fire District regarding the sewer main that broke. He stated he was notified at 3am that the gas would be shut off. He went on to say that they did a phenomenal job, considered the safety of the community. He also commended the Police Department for their assistance.

Mr. Lanfelder then addressed the 2nd amendment that was being discussed tonight at the Board Meeting. He stated that it's not in the best interest of the Board to always come back and renegotiate a contract, and now it's 4 years. He asked that the Board say no to this project.

8. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Resolution 2024-66-R, Approving the Second Amendment to the Amended Development Agreement Between the Village of Bartlett, Manny Rafidia, MMAJ, LLC, and Blink Builders LLC.

Trustee Gunsteen made a motion to Approve Ordinance 2024-66-R, that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-66-R APPROVING THE SECOND AMENDMENT TO THE AMENDED DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT, MANNY RAFIDIA, MMAJ, LLC, AND BLINK BUILDERS LLC.

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

Trustee Gunsteen presented Ordinance 2024-67, Ordinance Granting an Extension for Construction to Commence for the Residences at Bartlett Station PUD.



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Trustee Gunsteen made a motion to Approve Ordinance 2024-67, the motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2024-67 GRANTING AN ETENSION FOR CONSTRUCTION TO COMMENCE FOR THE RESIDENCES AT BARTLETT STATION PUD.

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

NAYS: Trustee Hopkins

ABSENT: None

MOTION CARRIED

9. NEW BUSINESS - None

10. QUESTION/ANSWER PRESIDENT & TRUSTEES

Village Attorney Kurt Asprooth clarified what the Amended development agreement would entail as well as what it would mean for the project moving forward if the Board voted yes versus no.

Mr. Rafidia came forward to speak. He stated that he is the reason an Aldi was brought into the town of Bartlett. He went on to say that they cleaned up that area from stage four cancer to 31 vibrating tenants today. He stated that every time they lost one, they were able to replace them with or without Union trade. He further elaborated that he has no problem with Union trades. He stated that a lot of concessions were given to Aldi, the rent was lowered putting a burden on them. Aldi also had provisions regarding what type of businesses could be allowed to rent the other properties.

Mr. Rafidia stated this placed a burden on them and they asked the Village to help. He went on to say that prices increased from 2022-2023 both Union and Non-union. He stated they found ways to pick and choose the best deals between trades. He once again reiterated that they have no issue with Union, they just want the best trade to get the job completed. He stated he's confident that once inspected, the work will be done correctly. He stated they understand the dangers of not doing the work correctly on a 5-story building. He went on to say that their ability to take the property and turn it around within a year mid covid and had it completed by the end of 2020, should prove their capabilities. He stated they feel they are being treated like amateurs. He asked the Board to vote yes today.

Mr. Rafidia went on to say that it's not about union versus nonunion. He reiterated once again that he has nothing against union trade. He stated it's about economics and the cost of goods and labor.

Trustee Suwanski asked Mr. Rafidia to provide some examples on some of the prohibited businesses that Aldi built into their contract. He stated that can't have a business that sells 50%



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more liquor than food, no Tabacco store, no sports bars with more than six tables, massage parlors etc.

Mayor Wallace asked if Mr. Rafidia if there were discussions regarding getting a competitive bid with the plumbing. Mayor Wallace stated this doesn't seem to be a union versus non-union issue but more of a dollars and cents issue.

Trustee Hopkins stated that when he entered into this contract in 2020 it made sense. He went on to say that it's now 2024 and there's still no shovel in the ground and he got incentives for the development. He stated it seems Mr. Rafidia has remorse over Aldi being in the community.

Mr. Rafidia stated that's not what he said. He also asked that Trustee Hopkins not twist his words as that is not what he said. He stated that he chose the community and everyone present over his own interests.

Mayor Wallace asked that they move on from Aldi. He thanked Mr. Rafidia for being here today.

Trustee Suwanski asked for a detailed description of what floor above ground would entail for Bartlett Station PUD.

Planning and Development Services Director Kristy Stone stated they don't just want to see foundation in the ground. They want to see flooring and walls going up on that first floor. She stated typically there's a foundation only permit. She stated they want to see that they're constructing beyond just the walls, so above grade construction. She went on to say that the Village Board would receive monthly updates to make sure that there is progress going on with the project.

Trustee Suwanski asked if there's anything set in stone that this has to be an extension for a year.

Village Attorney Kurt Asprooth stated the Board can shorten that over the code, but he did caution that it is realistic to avoid further extensions.

Trustee Gunsteen stated based on previous quote, it defers back to the original five in the agreement before the last amendment. He went to ask that they give him until September 2024 to get his plans submitted.

11. ADJOURNMENT

President Wallace stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, that motion was seconded by Trustee Gunsteen.



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ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:53 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
August 20, 2024

1. CALL TO ORDER

President Wallace called the TIF District Public Hearing meeting of August 20, 2024 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, Assistant to the Village Manager Sam Hughes, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

President Wallace turned the meeting over to Lee Brown, Principal from Teska Associates. Mr. Brown stated they would go over a Power Point presentation. He stated that this is a public hearing and there would be no action related to this taking place tonight. There would be a period in which the Village must allow for public comment; he stated that was a minimum of 14 days. Mr. Brown stated a Tax Increment Financing District is an economic development tool. He went on to say that the purpose is to collect future revenues that are generated by new development within a designated area and to expand public funds generated by that new development to encourage economic development within the specified area.

Mr. Brown went over the virtuous economic cycle as well as how TIF works. He went on to discuss the increments and what those values would look like before TIF, after TIF spurs investment, and the incremental differences that goes in the TIF fund to pay project costs. A map was then presented discussing the project area boundary and what areas would be considered part of the proposed TIF boundary.

Mr. Brown discussed the Requirements of the Act which included the minimum redevelopment plan requirements. He also went over and highlighted the project area meeting the eligibility requirements distributed within the Project Area. He presented EAV Trends and stated that the Project Area EAV declined in 3 of the 5 years, contributing to



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the eligibility of the proposed TIF. He went on to say that between 2019-2023, the total EAV of the Project Area increased at a lesser rate for 3 of the last 5 calendar years.

Mr. Brown presented a budget table outlining the estimated redevelopment project costs. He then discussed anticipated outcomes, including construction and occupancy of Commercial Redevelopment, growth in tax base, and growth in annual property taxes. Mr. Brown outlined some important things to remember stating that this is not a tax or a tax freeze. Tax rates are the same whether inside or outside the TIF District. He elaborated that residents would pay the same property taxes whether they are inside or outside the tax district. He stated that the TIF uses public investment to leverage greater private investment.

Trustee Gunsteen asked Mr. Brown to talk about the age and condition of some of the properties on Lake Street, and why this project is of importance.

Mr. Brown stated the age of most of these buildings exceeds 35 years. He stated in many cases there's deterioration and dilapidation and this presents a negative aspect because buildings are vacant and don't present the best face for this community.

Trustee Gandsey asked for an example in another community that is similar to what we see on Lake Street.

Mr. Brown stated there are about 1000 TIF Districts in the State of Illinois. He went on to say that US Highways such as Lake Street were built in the 1930's and 1940's, and like the Motel, it was considered valuable at one point and served the community well. But it no longer serves that purpose.

Trustee Hopkins wanted Mr. Brown to verify that taxes wouldn't go up for any residents.

Mr. Brown stated that's not necessarily the case. He elaborated that whether you're in the district or out of the district, you would pay the same taxes. The hope is that in the long term, this generates new value by private investment in property.

Mr. Jim McCarthy who resides at 1175 Independence Drive was present on behalf of the Bartlett Fire Protection District Board of Trustees. He stated that as President of the Board, they support this TIF and believe the success of it will be multi-faceted, financially beneficial, and will beautify one of the primary entry points to the Village. He thanked Village Administrator Paula Schumacher for meeting with the Fire Board. He went on to say that they agree that the two Boards would work together to formulate an IGA that addresses future capital needs. He did state that he believes the taxing bodies most impacted by this TIF will be the Village of Bartlett and the Fire District. Mr. McCarthy went on to say that because of the impact the TIF would have on the Fire District and because they believe the complete build out of this TIF will be significantly less than the 23-year



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maturity, he asked the Board to consider early termination of the TIF if necessary. He stated that the goal of bringing this to the table is to allow all taxing bodies the opportunity to serve our common residents in a fair and equitable manner versus having existing taxpayers bear the burden of new costs associated with the developments. He hopes to meet in the next month or so to work together to build a beneficial IGA.

Mr. Guraav Jain who resides at 281 Old Lake Street in Streamwood was present and voiced concerns due to their property being affected by the TIF. He stated that his children currently attend Bartlett schools and with this TIF and the construction of new homes, he is concerned they will no longer be able to do that thus decreasing their property values. He asked that these neighborhoods be grandfathered into Bartlett schools. His second concern was regarding the exits near where he resides. He is considered that with the new development plan, it will cause traffic issues for the residents getting in and out of the neighborhood.

Ms. Cindy Hall who resides at 300 Queens Parkway for the past 24 years. She expressed concerns about the map. She referenced Tom's Farm Stand and asked if that was going to be removed. She went on to say that as a resident of Bartlett, she enjoys visiting the farmstand and stated it would be a same to lose our roots during this new development.

Mayor Wallace stated there's not a lot of control over who develops that area, but he agrees that we would not want to lose the Farmstand.

Mr. Jack Flisk who resides at 337 Taylor expressed concerns that he lives on the Southern part of the area that will be redeveloped. His question was whether this would have any impact on his property tax moving forward.

Mayor Wallace stated that if the levy for the Village of Bartlett goes up, it wouldn't be due to the TIF. He went on to say that he cannot say property taxes won't increase, but it would not be solely because the TIF is going on.

Mr. Josh Siegle who resides at 3234 Ford Lane had questions about what the redevelopment would look like once completed. His main concern is the traffic especially if Bartlett Road connects straight through to Oak. He also expressed concerns about the gas station and some other properties and acknowledged that they're old, but wondered if there were other alternatives to doing the TIF redevelopment.

Mr. Mike Bersani 440 Ford Lane stated that generally speaking he supports the TIF. His comment was regarding the future land use plan. He asked that the Board works to maintain a significant green way buffer between the neighborhood and any development.



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
August 20, 2024

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

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 7:30 p.m.

Jackie Cardoza
Executive Assistant



**VILLAGE OF BARTLETT
BOARD MINUTES
AUGUST 20, 2024**

1. CALL TO ORDER

President Wallace called the regular meeting of August 20, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:30 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, Assistant to the Village Manager Sam Hughes, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Simon Guevara from the Bartlett Bible Church

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.

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 Approve the Amended Consent Agenda and that motion was seconded by Trustee LaPorte.

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



**VILLAGE OF BARTLETT
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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

Finance Director Todd Dowden stated that the Treasurer's Report for the month of June is included in the packet. Also included is the sales tax report and they received \$340,105 which was up 10% from the previous year. For Motor Fuel Tax, they received \$157,757 that was up \$3,000 which is consistent for prior years. Income Tax Distribution is 1.5 million for the first two months of the Fiscal Year which is consistent with the prior year. Still at 6.47% of total Income Tax.

9. PRESIDENT'S REPORT

President Wallace read the Bartlett Lion's Club 85th Anniversary Proclamation. He thanked them for their hard work, dedication, and many contributions to the Village of Bartlett.

President Wallace introduced the Police Department to present the National Night Out Citizen and Business Awards. Sergeant Milos introduced the award recipient which was The Bartlett High School Cheer Team for the Community Spirit Star Award. He thanked them for being positive role models and mentors and for taking time out to volunteer.

Sergeant Milos introduced the next award recipient for the Citizen Start Award, Ms. Amy Tolosky. Sergeant Milos commended Amy regarding her efforts to support and encourage those battling addiction and working on recovery, volunteering her time to clean up the Bartlett Metra Train Station and for embodying "The Bartlett Way."

Sergeant Milos introduced the next Citizen Star Award Recipient Mr. Lawal Abdulslan. On 06/03/2024, Mr. Abdulslan administered lifesaving aid by conducting CPR on his coworker. His quick reaction helped his coworker regain consciousness and begin breathing again.

Sergeant Milos introduced their final Citizen Star Award recipient Ms. Linda Balfe. Ms. Balfe assisted police in a Home Invasion, Aggravated Domestic Battery, and Aggravated Kidnapping case by contacting police after observing suspicious behavior on her indoor cameras. Ms. Balfe's quick actions helped officers to identify individuals on the video and move forward with the investigation to pursue charges.



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Sergeant Milos introduced the Business Star Award recipient, Taylor Street Pizza. They are one of Bartlett's local Businesses who support the Bartlett Police Department and the annual National Night out celebration. Sergeant Milos stated that people are always met with a smile and a kind greeting upon walking through their door.

Sergeant Milos thanked all the recipients for going above and beyond and stated he looks forward to doing this again next year.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays for the month of August.

Trustee LaPorte extended sympathy and well wishes to family of Mark Hogan.

11. TOWN HALL

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2024-73, An Ordinance Rezoning 231-251 E. Lake Street from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping District; Ordinance 2024-74, An Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 1100 West Stearns Road; and Ordinance 2024-75, An Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 5590 County Farm Road were 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 stating that the Purchase of (2) Ford Escapes were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that the Purchase of (1) 2025 Ford Utility Interceptor Vehicle was covered and approved under the Consent Agenda.



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F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2024-76-R, A Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Trotter & Associates for the Country Place Lift Station Design; Resolution 2024-77-R; A Resolution Approving the Phase II Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates for the Lift Station Controls Improvements Project; and Resolution 2024-78-R, A Resolution Approving of Change Order No. 5 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son Inc. for the Bittersweet Water Reclamation Facility Improvements were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Gandsey had a question regarding a Forest Preserve path that was discussed about 6 months ago.

Planning and Development Services Director Kristy Stone stated that if this was in reference to the one through Wayne Grove where they were looking to get a limestone path instead of a mowed path; the Forest Preserve went out there and weren't willing to allow a path through that District. The homeowner mowing that area was contacted and asked to not do that moving forward since it was in violation of some wetland regulations. She went on to say that they do not want that grove area opened for public access.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

15. ADJOURNMENT

President Wallace stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, 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 7:52 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT COMMITTEE MINUTES August 20, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of August 20, 2024, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:52 p.m.

2. 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, Assistant to the Village Manager Sam Hughes, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. TOWN HALL: None

4. STANDING COMMITTEE REPORTS

A. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. IPBC

Trustee Suwanski stated that a commitment to fiscal responsibility remains a top priority when considering best options for employee benefits. Village administration has been diligent in the annual evaluation of employee benefit plans and the cost of those plans. Recent developments have indicated membership in the Intergovernmental Personnel Benefit Cooperative for the annual renewal is both fiscally and operationally appropriate for the new benefit plan renewals effective January 1, 2025.

The current cost in total premiums for medical insurance is \$3,911,880. Last year the Village experienced a 5% increase, in medical insurance premiums. The proposed rates from IPBC create a cost savings in overall premiums for all benefit programs, essentially equal to \$200,000 for the initial year.

Director of Human Resources Janelle Terrance stated that this is a partnership that involves many entities throughout the State of Illinois. She went on to say the goal is to remain fiscally responsible but also offer competitive services and rates in order to recruit and generate opportunities within the Village of Bartlett.

Executive Director of IPBC Dave Cook went over a presentation detailing what IPBC entails and covers.



VILLAGE OF BARTLETT COMMITTEE MINUTES August 20, 2024

President Wallace asked if there were any instances where IPBC would not renew with a Village or organization.

Executive Director Dave Cook stated that once an organization is a member of the IPBC, unless there's a violation of the bylaws of IPBC there is no ability for them to expel a member.

Trustee Suwanski asked when the Fiscal year begins for IPBC. Executive Director Cook stated July 1st. He went on to say that rates are set in March, allowing 9 months for an organization to review the rates for the upcoming fiscal year.

Mayor Wallace asked when the Village's current plan ends. Human Resources Director Janelle Terrance stated at the end of this calendar year.

Trustee Suwanski asked when the last time dividends were generated. Executive Director Cook stated that while some might've been small, there's been a dividend every year. Trustee Suwanski asked if we needed to maintain fund balances for administrative benefit and wellness. Executive Director Cook stated the only requirement is that after 6 years in IPBC, we would need to have a two-month reserve which we can use the first 6 years to build. Trustee Suwanski asked if there's a possibility to be in a deficit. Executive Director Cook stated it is possible although he's never seen that in his years at IPBC.

Trustee Suwanski asked if it would be beneficial to set up an account for that. Mayor Wallace stated that he recommends creating an account to put the yearly dividends that they would receive in a funds balance in case the need arises.

Trustee Suwanski asked Human Resources Director Janelle Terrance what kind of plans we would be offering. She stated that the first year it would be the same plan that we are offering now per IPBC's suggestion. Currently we have 3 PPO plans and one HMO plan.

Trustee Gunsteen asked if HR reached out to other towns to get feedback from other HR colleagues and received wonderful feedback. One of the cons that were referenced was as an organization sees growth, they need additional customer support to accommodate that growth. She went on to say that after discussing it further with Mr. Cook, she doesn't foresee this being a concern.

Village Administrator Paula Schumacher stated that she spoke to Fire District Chief Gabrenya since they recently joined IPBC, they stated the transition was smooth and they had no issues implementing it.

Trustee Gunsteen voiced concerns that the lower costs didn't mean less insurance services provided.

Human Resources Director Janelle Terrance stated she doesn't see that being a concern. IPBC offers a lot more potential with stability as well as adjustments to plans to benefit the Village and its employees.

Trustee Suwanski thanked everyone for the work that went into this and the research that was conducted.



VILLAGE OF BARTLETT COMMITTEE MINUTES August 20, 2024

Trustee LaPorte asked how many employees the Village currently employs. Human Resources Director Janelle Terrance stated approximately 163 full time employees.

Trustee Gandsey asked if we would consider having someone on the Board of Directors. Village Administrator Schumacher stated it would most likely be Human Resources Director Janelle Terrance.

Trustee Gunsteen and Mayor Wallace stated that this was a great presentation and thanked Mr. Cook for his time.

Village Administrator Paula Schumacher stated that the next step would be to bring a resolution to the next Board meeting for Mr. Cook to present the Village of Bartlett as a candidate for membership with the Board of IPBC.

B. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. Elected Officials Salary

Trustee Hopkins stated that he would like to present and discuss Elected Officials Salary which had been previously discussed. He went on to say that their discussions included changes to the Clerk, Deputy Clerk positions. He stated the only decision they have to make is whether they want a 2% increase or no increase every year.

Village Administrator Schumacher stated that annual increase or increases at the terms was discussed.

Village Attorney Kurt Asprooth stated that the Illinois Constitution and Illinois Municipal Code, prevents any elected officials compensation from being increased during their term. Any increased adopted now, will only apply to Trustees and elected officials that are elected in 2025. Those elected in 2023, no increases will take place until 2027. He went on to say this is why they need to discuss how they want to structure it and whether they want changes to take place every two years, revisit it, or set it and come back to address it again.

Trustee Suwanski said she would like to revisit it.

Trustee Gunsteen stated the initial conversation was to address the Clerk's salary.

Trustee Hopkins stated that for the work that the Village President does and the dedication that President Wallace has shown isn't reflected in the pay.

Trustee Deyne stated that if they take a look at the average salaries, they need to look into that.

President Wallace says an automatic escalator would likely make it easier.

Trustee Suwanski stated that she does not agree and thinks it's something to review and discuss further.



VILLAGE OF BARTLETT COMMITTEE MINUTES August 20, 2024

Trustee Deyne stated that it's a nominal amount at 2% which doesn't amount to much.

President Wallace stated that if a Trustee would like to review it further, then that's what they should do. Discussing it further should be in order.

Trustee Gunsteen stated that he agrees with Trustee Suwanski, it doesn't have to be 2% every term but maybe a certain percentage every 5 years.

Mayor Wallace suggested they should trigger a reminder 180 days before every election and then have a discussion.

Trustee Hopkins stated that if no one had any additional questions or comments, this would move to Village Board for a final vote.

C. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. RV Amendment

Chairman Gunsteen stated, since 1983, the Municipal Code only permits recreational Vehicles (other than snowmobiles, and snowmobile trailers) to be parked on driveways of single-family or duplex lots between May 1st and October 31st. Recently a resident requested that the start date be moved to allow him to park his boat on his driveway in March or April. Staff drafted text Amendments to change the start date for recreational vehicles to March 1st or April 15th as suggested by the Commission of the Whole.

The Planning and Zoning Commission held a public hearing at their August 1, 2024 meeting and recommended that the current start date remain May 1st.

Planning And Development Services Director Kristy Stone stated that this was based on one resident's opinion to change the Ordinance and it hasn't been an ongoing issue.

Trustee LaPorte stated that he agreed with what Planning and Zoning voted for and recommended on May 1st.

Trustee Gunsteen stated that they were keeping the current Ordinance as is.

5. ADJOURNMENT

Mayor Wallace moved to adjourn the Committee of the Whole meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 20, 2024**

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

The Committee of the Whole meeting was adjourned to Executive Session at 8:22 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL MASTROPIERI	BUILDING PERMIT REFUND-PROJECT CANCELLED	549.00
	INVOICES TOTAL:	549.00

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
	INVOICES TOTAL:	30.00

579.00

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 BRANDING & DIGITAL	VILLAGE BRANDING	2,500.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
	INVOICES TOTAL:	2,510.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	19.24
	INVOICES TOTAL:	19.24

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	2ND QTR 2024 DUES	195.00
	INVOICES TOTAL:	195.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4IMPRINT	MUGS FOR 2024 COCOA CRAWL	1,687.83
1 ALIGNMENT COLLABORATIVE	EXPLORE 2024 SPONSORSHIP	1,000.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	41.16
	INVOICES TOTAL:	2,728.99

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	37.18
	INVOICES TOTAL:	37.18

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.55

** Indicates pre-issue check.

DATE: 8/27/2024
 TIME: 9:34:03AM

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

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**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	105.80
	1	VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	854.59
			<u>INVOICES TOTAL:</u>	<u>991.94</u>
				6,482.35

1200-PROFESSIONAL SERVICES

521000-FINANCIAL CONSULTANT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POL PEN ACTUARIAL REPORT	3,863.50
		<u>INVOICES TOTAL:</u>
		<u>3,863.50</u>

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	19,672.50
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	647.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	950.00
		<u>INVOICES TOTAL:</u>
		<u>21,270.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	REVIEW PERLA INDUSTRIAL DISCHARGE	368.65
1 V3 COMPANIES LTD	300 SPITZER STRMWTR/CIVIL SITE REVIEW	1,552.50
1 V3 COMPANIES LTD	1370 BREWSTER CREEK BLVD CIVIL SITE REVIEW	345.00
		<u>INVOICES TOTAL:</u>
		<u>2,266.15</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	7,299.55
		<u>INVOICES TOTAL:</u>
		<u>7,299.55</u>

34,699.20

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	FEBRUARY 24 DEDUCTIBLE	14,951.97
1 INTERGOVERNMENTAL RISK MGMT AGENCY	VOLUNTEER COVERAGE	850.00
1 INTERGOVERNMENTAL RISK MGMT AGENCY	HEALTH INSPECTOR BOND	1.00
1 INTERGOVERNMENTAL RISK MGMT AGENCY	MAY 24 DEDUCTIBLE	8,294.49
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JUNE 24 DEDUCTIBLE	17,451.34
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JULY 24 DEDUCTIBLE	7,566.46
		<u>INVOICES TOTAL:</u>
		<u>49,115.26</u>

49,115.26

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	41.13
INVOICES TOTAL:		69.13

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	OPEB REPORT	2,100.00
INVOICES TOTAL:		2,100.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	108.65
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	9.24
1 WAREHOUSE DIRECT	CREDIT MEMO	-10.11
INVOICES TOTAL:		107.78

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	50.16
INVOICES TOTAL:		50.16

2,327.07

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUEBEAM INC	BLUEBEAM CORE LICENSES	1,320.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	143.79
INVOICES TOTAL:		1,463.79

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	27.00
** 1 WEX BANK	FUEL PURCHASES - JULY 2024	14.00
INVOICES TOTAL:		41.00

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	315.00
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	385.00
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	735.00
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	420.00
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	525.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024

INVOICES TOTAL: 2,380.00

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 WEX BANK	FUEL PURCHASES - JULY 2024	610.99
			<u>INVOICES TOTAL: 610.99</u>

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	79.69
	1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	66.00
	1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	154.20
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	9.45
			<u>INVOICES TOTAL: 309.34</u>

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	2 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
			<u>INVOICES TOTAL: 20.00</u>

4,825.12

1700-POLICE

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMCAST	CABLE SERVICE	189.67
	1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	385.00
	1 ID NETWORKS	LIVESCAN SERVICE AGREEMENT	3,990.00
	1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	125.23
	1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	214.58
	1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	357.91
	1 T-MOBILE	TELEPHONE BILL	813.43
	1 ZOH0 CORPORATION	SUBPOENA	400.00
			<u>INVOICES TOTAL: 6,475.82</u>

523100-ADVERTISING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATIONS	30.00
			<u>INVOICES TOTAL: 30.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,125.67
	1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,998.85
	1 FTD AUTO LLC	VEHICLE MAINTENANCE	49.86
	1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	97.44
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 MYD BARTLETT SG, LLC	JULY 2024 CAR WASHES	116.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL	550.00
INVOICES TOTAL:		4,277.82

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	VEHICLE DECAL REMOVAL	140.00
1 RICK SADOWSKI	VEHICLE DECAL REMOVAL	140.00
INVOICES TOTAL:		280.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	105.98
1 AMERICAN SOLUTIONS FOR BUSINESS	PARKING TICKETS	2,101.73
INVOICES TOTAL:		2,207.71

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	35.95
1 RAY O'HERRON CO INC	UNIFORM APPAREL	137.28
1 RAY O'HERRON CO INC	UNIFORM APPAREL	805.13
1 RAY O'HERRON CO INC	UNIFORM APPAREL	1,334.47
INVOICES TOTAL:		2,312.83

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JULY 2024	14,037.06
INVOICES TOTAL:		14,037.06

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	37.24
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	30.48
INVOICES TOTAL:		67.72

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	BASIC ACADEMY TRAINING FEES	9,392.00
1 COLLEGE OF DUPAGE	TRAINING CLASSES	650.00
1 UNIVERSITY OF ILLINOIS	TRAINING COURSE	125.00
INVOICES TOTAL:		10,167.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHARLES EQUIPMENT ENERGY SYSTEMS	NNO EQUIPMENT RENTAL	3,699.50
** 1 GRECO AND SONS INC	FOOD PURCHASE	5,574.42
** 1 GRECO AND SONS INC	CREDIT MEMO	-1,119.94
1 THE UPS STORE	SHIPPING CHARGES FOR NNO RETURNS	19.36
	INVOICES TOTAL:	8,173.34

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	2,760.00
	INVOICES TOTAL:	2,760.00

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	BODY CAMERA LICENSES	2,383.15
	INVOICES TOTAL:	2,383.15

53,172.45

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 T-MOBILE	TELEPHONE BILL	30.10
	INVOICES TOTAL:	42.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	472.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	7,475.21
	INVOICES TOTAL:	7,947.55

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-AUG 2024	1,475.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	336.41
	INVOICES TOTAL:	5,298.91

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	METRA/TOWN CENTER PRELIMINARY DESIGN	11,022.56
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,288.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	209.25

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024

1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,644.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	270.00
1 MACKIE CONSULTANTS LLC	THE GRASSLANDS-ENGINEERING SERVICES	4,800.00
1 WELCH BROS INC	MATERIALS AND SUPPLIES	851.90
1 WELCH BROS INC	GRAVEL PURCHASE	288.75
		INVOICES TOTAL: 22,374.46

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	282.77
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	32.76
1 GRAINGER	MAINTENANCE SUPPLIES	221.25
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	1,175.80
1 TAPCO	SCHOOL ZONE SIGN BATTERIES	355.30
		INVOICES TOTAL: 2,067.88

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	375.63
		INVOICES TOTAL: 375.63

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	108.00
		INVOICES TOTAL: 108.00

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	DIESEL FUEL	4,043.79
** 1 WEX BANK	FUEL PURCHASES - JULY 2024	7,392.66
		INVOICES TOTAL: 11,436.45

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	199.82
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	62.41
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	75.69
		INVOICES TOTAL: 337.92

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1 AL WARREN OIL COMPANY INC	DIESEL FUEL	330.00
1 AUTOZONE INC	MAINTENANCE SUPPLIES	594.61
1 BATTERY SERVICE CORP	BATTERY/TERMINAL PROTECTORS	137.45
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	25.99
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	338.36
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.71
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	181.95
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	363.44
INVOICES TOTAL:		1,994.51

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	200.00
INVOICES TOTAL:		200.00

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,580.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	50.00
1 MIDWEST TRADING HORTICULTURAL	SEED PURCHASE	615.20
INVOICES TOTAL:		2,645.20

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	194.70
1 GRAINGER	MAINTENANCE SUPPLIES	614.01
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	66.17
INVOICES TOTAL:		874.88

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	1,410.43
1 WELCH BROS INC	MATERIALS AND SUPPLIES	3,549.90
INVOICES TOTAL:		4,960.33

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	REPLACEMENT BROOM FOR BOBCAT	6,325.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

INVOICES TOTAL: 6,325.00

77,088.82

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HARD ROCK CONCRETE CUTTERS INC	SIDEWALK CUTTING SERVICES	74,964.96
1 SUPERIOR ROAD STRIPING INC	2024 PAVEMENT MARKING PROGRAM	42,317.90
	<u>INVOICES TOTAL:</u>	<u>117,282.86</u>

117,282.86

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	BOND REFUND-1172 WOOD LILY LN	1,000.00
1 DR HORTON	BOND REFUND-1318 WILD TULIP CIR	1,000.00
1 DR HORTON	BOND REFUND-191 TIGER LILY CT	6,500.00
1 DR HORTON	180 TIGER LILY CT	1,000.00
1 DR HORTON	BOND REFUND-160 TIGER LILY CT	1,000.00
1 DR HORTON	BOND REFUND-1178 WOOD LILY LN	1,000.00
1 DR HORTON	BOND REFUND-140 TIGER LILY CT	1,000.00
	<u>INVOICES TOTAL:</u>	<u>12,500.00</u>

12,500.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JUNE 2024	585,738.18
	<u>INVOICES TOTAL:</u>	<u>585,738.18</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-AUG 2024	1,562.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 WATERWORTH	ANNUAL SOFTWARE SUBSCRIPTION	3,742.50
	<u>INVOICES TOTAL:</u>	<u>5,316.50</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	380.56
	<u>INVOICES TOTAL:</u>	<u>380.56</u>

** Indicates pre-issue check.

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522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2024 BILLING	719.93
INVOICES TOTAL:		719.93

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	336.41
INVOICES TOTAL:		336.41

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10,006.60
1 NEXAMP INC	ELECTRIC BILL	1,854.02
1 NICOR GAS	GAS BILL	1.04
INVOICES TOTAL:		11,861.66

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,928.58
** 1 LUKE WELZ	REIMBURSEMENT-REPAIRS FROM WATER MAIN PROJECT	5,000.00
INVOICES TOTAL:		6,928.58

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	366.45
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	331.12
INVOICES TOTAL:		697.57

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	318.63
INVOICES TOTAL:		318.63

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	961.63
INVOICES TOTAL:		961.63

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	278.10
INVOICES TOTAL:		278.10

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

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**	1 WEX BANK	FUEL PURCHASES - JULY 2024	1,347.52
		<u>INVOICES TOTAL:</u>	<u>1,347.52</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	199.82
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	62.42
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	75.70
	<u>INVOICES TOTAL:</u>	<u>337.94</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.70
	<u>INVOICES TOTAL:</u>	<u>22.70</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	175.71
	<u>INVOICES TOTAL:</u>	<u>175.71</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JUNE 2024	36,196.20
	<u>INVOICES TOTAL:</u>	<u>36,196.20</u>

651,617.82

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 VINHTHE CAO	WATER BILL REFUND ACCT 52982	6,625.33
	<u>INVOICES TOTAL:</u>	<u>6,625.33</u>

6,625.33

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	780.00
	<u>INVOICES TOTAL:</u>	<u>780.00</u>

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	2,850.00
1 TRINE CONSTRUCTION CORP	2024 WATER MAIN REPLACEMENT	492,729.20

** Indicates pre-issue check.

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INVOICES TOTAL: 495,579.20

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	12,800.00
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	1,625.00
<u>INVOICES TOTAL:</u>		<u>14,425.00</u>

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	1,600.00
<u>INVOICES TOTAL:</u>		<u>1,600.00</u>

512,384.20

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-AUG 2024	625.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 WATERWORTH	ANNUAL SOFTWARE SUBSCRIPTION	3,742.50
<u>INVOICES TOTAL:</u>		<u>4,379.50</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	30.10
<u>INVOICES TOTAL:</u>		<u>30.10</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2024 BILLING	719.92
<u>INVOICES TOTAL:</u>		<u>719.92</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	336.42
<u>INVOICES TOTAL:</u>		<u>336.42</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	83,437.98
1 NEXAMP INC	ELECTRIC BILL	3,514.59
1 NICOR GAS	GAS BILL	187.23
1 NICOR GAS	GAS BILL	144.81
1 NICOR GAS	GAS BILL	45.33
<u>INVOICES TOTAL:</u>		<u>87,329.94</u>

** Indicates pre-issue check.

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526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,864.33
	INVOICES TOTAL:	1,864.33

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	282.78
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	22.28
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	183.63
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	104.00
	INVOICES TOTAL:	592.69

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	318.63
	INVOICES TOTAL:	318.63

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHLORINE CYLINDER	10.00
1 HAWKINS INC	CHLORINE CYLINDER	10.00
1 SOLENIS LLC	REPLACEMENT CHECK	16,900.20
1 SOLENIS LLC	CHEMICAL SUPPLIES	11,266.80
	INVOICES TOTAL:	28,187.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	197.21
** 1 WEX BANK	FUEL PURCHASES - JULY 2024	3,463.46
	INVOICES TOTAL:	3,660.67

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	199.82
1 CASE LOTS INC	PAPER TOWELS/KITCHEN TOWELS	573.60
	INVOICES TOTAL:	773.42

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	275.99
1 FERGUSON WATERWORKS #1934	CONTROLLER	4,506.95
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	13.28
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.70
1 NEENAH FOUNDRY COMPANY	ADJUSTING RING	194.00
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	123.13

** Indicates pre-issue check.

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1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	331.01
<u>INVOICES TOTAL:</u>		<u>5,467.06</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	460.61
<u>INVOICES TOTAL:</u>		<u>460.61</u>

134,120.29

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	31,752.00
<u>INVOICES TOTAL:</u>		<u>31,752.00</u>

31,752.00

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	95.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1.39
1 NEXAMP INC	ELECTRIC BILL	853.52
<u>INVOICES TOTAL:</u>		<u>950.32</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-AUG 2024	1,475.00
<u>INVOICES TOTAL:</u>		<u>1,475.00</u>

2,425.32

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	44.30
<u>INVOICES TOTAL:</u>		<u>44.30</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	REPAIRS	478.00
1 GREAT LAKES SERVICE	COOLER REPAIRS	2,017.98
<u>INVOICES TOTAL:</u>		<u>2,495.98</u>

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	410.24
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,567.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3.14
1 NEXAMP INC	ELECTRIC BILL	42.26
INVOICES TOTAL:		4,022.94

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SPEAKERS/PAPER TOWELS	400.00
1 GOLF CORE	SCORECARDS	1,163.05
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	50.00
INVOICES TOTAL:		1,613.05

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSERV FS INC	ENGINE OIL	1,019.15
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,106.73
INVOICES TOTAL:		2,125.88

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	32.89
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	7.07
INVOICES TOTAL:		39.96

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BILL'S GOLF INC	PING GOLF BAG	170.00
INVOICES TOTAL:		170.00

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	273.96
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	1,293.12
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	2,131.68
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	576.96
INVOICES TOTAL:		4,275.72

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YATTA GOLF	GOLF APPAREL	2,768.86
INVOICES TOTAL:		2,768.86

17,556.69

** Indicates pre-issue check.

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5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,189.10
	INVOICES TOTAL:	1,189.10

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	436.83
1 CLESENS INC	CHEMICAL SUPPLIES	855.60
1 REINDERS INC	MAINTENANCE SUPPLIES	209.03
1 SIMPLOT TURF & HORTICULTURE	MATERIALS AND SUPPLIES	703.04
	INVOICES TOTAL:	2,204.50

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	113.45
	INVOICES TOTAL:	113.45

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,102.12
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,106.73
	INVOICES TOTAL:	2,208.85

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	45.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	546.22
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	119.97
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	10.79
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	42.97
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	10.79
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	149.52
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	69.73
1 REINDERS INC	MAINTENANCE SUPPLIES	74.36
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	21.20
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	30.76
	INVOICES TOTAL:	1,121.31

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	314.51
1 REINDERS INC	MAINTENANCE SUPPLIES	33.66
	INVOICES TOTAL:	348.17

** Indicates pre-issue check.

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534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY FIRE & SAFETY	ANNUAL DRY CHEMICAL INSPECTION	503.00
1 FOX VALLEY FIRE & SAFETY	SEMI-ANNUAL DRY CHEMICAL INSPECTION	458.00
INVOICES TOTAL:		961.00

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	511.00
1 REINDERS INC	MAINTENANCE SUPPLIES	584.00
INVOICES TOTAL:		1,095.00

9,241.38

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
INVOICES TOTAL:		235.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	594.55
INVOICES TOTAL:		594.55

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	GLASSWARE	78.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	29.13
1 GRECO AND SONS INC	FOOD PURCHASE	29.07
1 SYSCO CHICAGO INC	SUPPLIES	18.25
1 SYSCO CHICAGO INC	SUPPLIES	28.66
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	124.00
1 SYSCO CHICAGO INC	SUPPLIES	27.99
INVOICES TOTAL:		335.10

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	32.90
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	7.07
INVOICES TOTAL:		39.97

** Indicates pre-issue check.

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534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	110.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	217.40
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	89.65
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	255.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	149.25
1 EUCLID BEVERAGE LLC	BEER PURCHASE	375.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	660.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	700.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	67.92
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,354.82
1 GRECO AND SONS INC	FOOD PURCHASE	184.85
1 GRECO AND SONS INC	FOOD PURCHASE	170.60
1 GRECO AND SONS INC	FOOD PURCHASE	350.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	225.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	126.23
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	187.69
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	187.69
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	150.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	57.50
INVOICES TOTAL:		6,318.60
		7,523.72

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	215.69
1 ALSCO	LINEN SERVICES	243.73
1 ALSCO	LINEN SERVICES	185.54
1 ALSCO	LINEN SERVICES	45.00
1 ALSCO	LINEN SERVICES	442.26
1 MLA WHOLESALE INC	FLOWERS	25.85
INVOICES TOTAL:		1,265.57

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-32.00
INVOICES TOTAL:		-32.00

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	594.55
INVOICES TOTAL:		594.55

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-367.02
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	82.96
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	117.78
1 GRECO AND SONS INC	FOOD PURCHASE	29.08
1 MLA WHOLESALE INC	FLOWERS	77.60
1 MLA WHOLESALE INC	FLOWERS	112.45
1 SYSCO CHICAGO INC	SUPPLIES	18.26
1 SYSCO CHICAGO INC	SUPPLIES	28.66
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	100.00
INVOICES TOTAL:		199.77

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	32.90
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	7.07
INVOICES TOTAL:		39.97

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	395.08
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	63.50
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	180.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	217.40
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	379.66
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	89.66
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	159.31
1 EUCLID BEVERAGE LLC	BEER PURCHASE	224.20
1 EUCLID BEVERAGE LLC	BEER PURCHASE	178.79
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	794.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	816.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	67.92
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,807.76
1 GRECO AND SONS INC	FOOD PURCHASE	170.60
1 GRECO AND SONS INC	FOOD PURCHASE	606.70
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	799.57
1 IL GIARDINO DEL DOLCE INC	CAKE	68.50
1 IL GIARDINO DEL DOLCE INC	PASTRIES AND COOKIES	120.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	126.22
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	622.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1 TEC COFFEE & FOODS	COFFEE PURCHASE	50.00
		INVOICES TOTAL: 8,219.84

10,287.70

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	68.33
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	29.14
		INVOICES TOTAL: 97.47

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	501.94
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	289.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	480.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	303.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	197.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	400.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	814.11
1 EUCLID BEVERAGE LLC	BEER PURCHASE	288.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	646.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	817.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	243.00
1 GRECO AND SONS INC	FOOD PURCHASE	480.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	415.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	175.48
1 LAKESHORE BEVERAGE	BEER PURCHASE	146.05
1 LAKESHORE BEVERAGE	BEER PURCHASE	142.08
1 LAKESHORE BEVERAGE	BEER PURCHASE	175.48
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	340.84
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	189.40
1 TEC COFFEE & FOODS	COFFEE PURCHASE	57.50
		INVOICES TOTAL: 7,101.38

7,198.85

6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR	UNEMPLOYMENT BENEFITS	172.00
		INVOICES TOTAL: 172.00

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	238.65

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,432.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	435.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	119.85
<u>INVOICES TOTAL:</u>		<u>4,225.50</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOOTSUITE INC	BUSINESS PLAN AGREEMENT	4,283.24
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<u>INVOICES TOTAL:</u>		<u>6,782.24</u>

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	16.00
<u>INVOICES TOTAL:</u>		<u>16.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METALMASTER ROOFMASTER INC	ROOF REPAIRS	1,528.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	835.00
1 SCHINDLER ELEVATOR CORPORATION	SERVICE CALL	1,105.41
1 TEE JAY SERVICE COMPANY INC	EMPLOYEE ENTRANCE REPAIRS	2,186.00
<u>INVOICES TOTAL:</u>		<u>5,654.41</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,077.91
1 COMCAST	INTERNET SERVICE	187.90
1 T-MOBILE	TELEPHONE BILL	651.61
<u>INVOICES TOTAL:</u>		<u>4,917.42</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	112.27
1 NEXAMP INC	ELECTRIC BILL	270.67
<u>INVOICES TOTAL:</u>		<u>382.94</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	61.90
1 WAREHOUSE DIRECT	COFFEE CREAMER	70.92
1 WAREHOUSE DIRECT	COFFEE CREAMER	35.46
<u>INVOICES TOTAL:</u>		<u>168.28</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 9/3/2024**

1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLES	13.26
	INVOICES TOTAL:	13.26

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	REGISTRATION FEES	350.00
	INVOICES TOTAL:	350.00

22,682.05

6100-VEHICLE REPLACEMENT EXPENSES

570180-STREETS VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUTTON FORD INC	VEHICLE PURCHASE	48,895.00
	INVOICES TOTAL:	48,895.00

48,895.00

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POL PEN ACTUARIAL REPORT	3,863.50
	INVOICES TOTAL:	3,863.50

3,863.50

GRAND TOTAL: 1,824,245.98

GENERAL FUND	228,289.27
MOTOR FUEL TAX FUND	117,282.86
DEVELOPER DEPOSITS FUND	12,500.00
WATER FUND	1,170,627.35
SEWER FUND	165,872.29
PARKING FUND	2,425.32
GOLF FUND	51,808.34
CENTRAL SERVICES FUND	22,682.05
VEHICLE REPLACEMENT FUND	48,895.00
POLICE PENSION FUND	3,863.50
GRAND TOTAL	1,824,245.98

** Indicates pre-issue check.



Agenda Item Executive Summary

AGENDA ITEM: Lake Street TIF - Redevelopment Plan BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: Adopt a redevelopment plan

EXECUTIVE SUMMARY

The Village's strategic plan has a short term goal of establishing a TIF District along Lake Street. The Joint Review Board unanimously recommended approval of proposed TIF on August 16, 2024 and the public hearing was held on August 20, 2024.

The attached ordinance approves the redevelopment plan and project for the Lake Street Corridor Redevelopment Project Area.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue process for establishing a TIF district along Lake Street

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance 2024-___ An Ordinance Approving a Redevelopment Plan and Project For the Lake Street Corridor Redevelopment Project Area
- Motion

Staff: Kristy Stone, PDS Director

Date: August 28, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-072

DATE: August 28, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director 

RE: **Lake Street Corridor Tax Increment Financing District -
Redevelopment Plan**

Ordinance #2024-64 proposed the approval of a redevelopment plan and project for, and the designation of, the Lake Street Corridor Redevelopment Project Area, the adoption of tax increment financing, convened a Joint Review Board, and scheduling the public hearing.

The Joint Review Board reviewed the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan at their July 18, 2024 and continued their review until their August 16, 2024 meeting. The Joint Review Board **unanimously recommended approval** of the Redevelopment Plan and Project for the Lake Street Corridor Redevelopment Project Area.

The Village Board held a public hearing on the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan on August 20, 2024.

In accordance with State Statute, an ordinance approving the redevelopment plan and project for the Lake Street Corridor Redevelopment Project Area is attached.

**THE VILLAGE OF BARTLETT
COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A
REDEVELOPMENT PLAN AND PROJECT FOR THE
LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT**

This 3rd day of September, 2024

Published in pamphlet form by the authority of the President
and Board of Trustees of the Village of Bartlett on September 3, 2024

ORDINANCE NO. 2024 -- _____

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, THAT:

AN ORDINANCE APPROVING A
REDEVELOPMENT PLAN AND PROJECT FOR THE
LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

It is desirable and in the best interest of the citizens of the Village of Bartlett ("**Village**") to use tax increment allocation financing to promote redevelopment activities in an area to be designated the Lake Street Corridor Redevelopment Project Area ("**RPA**"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("**Act**"). The RPA constitutes in the aggregate more than one and one-half acres.

Pursuant to Section 11-74.4-5 of the Act, the Village's Corporate Authorities scheduled and convened a public hearing on August 20, 2024 ("**Public Hearing**") to consider the RPA plan and project and the designation of the RPA as a redevelopment project area under the Act. Notice of the Public Hearing was given in accordance with Section 11-74.4-5 of the Act to Interested Parties, affected taxing districts, and to the Department of Commerce and Economic Opportunity of the State of Illinois on July 3, 2024, by publication on July 24, 2024, and July 31, 2024, to residential addresses within 750' outside the RPA and to taxpayers within the RPA on July 16, 2024.

The firm of Teska Associates, Inc., conducted an eligibility survey of the RPA and completed its report ("**Report**") on May 31, 2024, with a most recent revision date of July 31, 2024. The Report finds the RPA qualifies as a "redevelopment project area" as defined in the Act, which survey and findings have been presented to the Corporate Authorities. The Report has been on file and available for public inspection in the offices of the Village Clerk.

The Corporate Authorities have reviewed the information concerning such factors presented at the Public Hearing and have reviewed other studies and are generally informed of the conditions in the proposed RPA that could cause the RPA to be a conservation area as defined in the Act.

The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed RPA to determine whether private development would take place in the proposed RPA as a whole without the adoption of the proposed RPA plan and project. The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed RPA to determine whether contiguous parcels of real property and improvements thereon in the proposed RPA would be substantially

benefited by the proposed RPA improvements. The Corporate Authorities have reviewed the proposed plan and project and the existing comprehensive plan for the Village to determine whether the proposed RPA plan and project conform to the existing comprehensive plan of the Village.

Section 2. FINDINGS.

The Corporate Authorities hereby find that the following facts have been established by the preponderance of the evidence:

a. The RPA is legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The general street location for the RPA is described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance. The RPA is depicted in **Exhibit C** attached to and, by this reference, made a part of this Ordinance.

b. There exist conditions that cause the RPA to be subject to designation as a redevelopment project area under the Act and to be classified as a “conservation area” as defined in the Act.

c. The proposed RPA on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the RPA plan and project.

d. The RPA plan and project conform to the existing comprehensive plan for the development of the Village as a whole and is consistent with the zoning designation for parcels within the RPA as reflected on the Village’s zoning map.

e. As set forth in the RPA plan and project, it is anticipated that all obligations incurred to finance redevelopment project costs, if any, as defined in the RPA plan and project, shall be retired no later than December 31st of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to the ad valorem taxes levied in the twenty-third calendar year after the RPA is designated.

f. The parcels of real property in the proposed RPA are contiguous and only those contiguous parcels of real property and their respective improvements that will be substantially benefited by the proposed RPA plan and project improvements are included in the proposed RPA.

Section 3. PLAN AND PROJECT APPROVED.

The RPA Plan and Project, prepared by Teska Associates, Inc., dated July 31, 2024, shall be and is hereby adopted and approved in substantially the form of **Exhibit D** attached to and, by this reference, made a part of this Ordinance.

Section 4. INVALIDITY OF ANY SECTION.

If any section, paragraph, or provision of this Ordinance is held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision will not affect any of the remaining provisions of this Ordinance.

Section 5. SUPERSEDER.

All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication in the manner required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, this 3rd day of September, 2024

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, 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 2024- _____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD;

THENCE NORTHEASTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARTLETT ROAD;

THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE;

THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARTLETT ROAD;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD TO A POINT ON SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET SOUTHEASTERLY OF SAID CENTERLINE OF BARTLETT ROAD, AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHWESTERLY ALONG A LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS DOCUMENT NUMBER 16825886;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603;

THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917;

THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682;

THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE;

THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1976 AS DOCUMENT NUMBER 23570435;

THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE;

THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE;

THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27 IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF,

SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;
THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34;
THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734;
THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING;
THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY;
THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34;
THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET;
THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING

PINs and Addresses:

06-26-302-012	125 E Lake St
06-26-302-013	105 E Lake St
06-26-302-014	225 E Lake St
06-27-403-006	140 W Lake St
06-27-403-013	555 W Lake St
06-27-403-015	575 W Lake St
06-27-403-016	600 W Lake St
06-27-403-018	145 Lake St
06-27-403-019	138 Lake St
06-27-403-020	651 W Lake St
06-27-404-001	409 W Lake St

06-27-404-002	407 W Lake St
06-27-404-003	405 W Lake St
06-34-205-034	275 N Oak Ave
06-35-100-003	380 E Lake St
06-35-100-022	365 E Lake St
06-35-100-023	375 E Lake St
06-35-100-046	251 N Eastern Ave
06-35-100-048	355 E Lake St
06-35-100-049	355 E Lake St
06-35-100-050	300 E Taylor Ave
06-35-100-051	345 E Lake St
06-35-100-053	28 E Lake St
06-35-100-065	249 E Lake St
06-35-100-066	253 E Lake St
06-26-304-002	251 E Lake St
06-26-304-003	245 E Lake St
06-26-304-004	231 E Lake St

EXHIBIT B

General Redevelopment Project Area Description

The Lake Street Corridor Redevelopment Project Area comprises twenty-eight (28) parcels of land, totaling approximately one-hundred and fifty-four (154) acres in area, along the northern and southern sides of Lake Street within the Village of Bartlett, roughly between Lela Lane and Hale Avenue.

EXHIBIT C

Map of Redevelopment Project Area

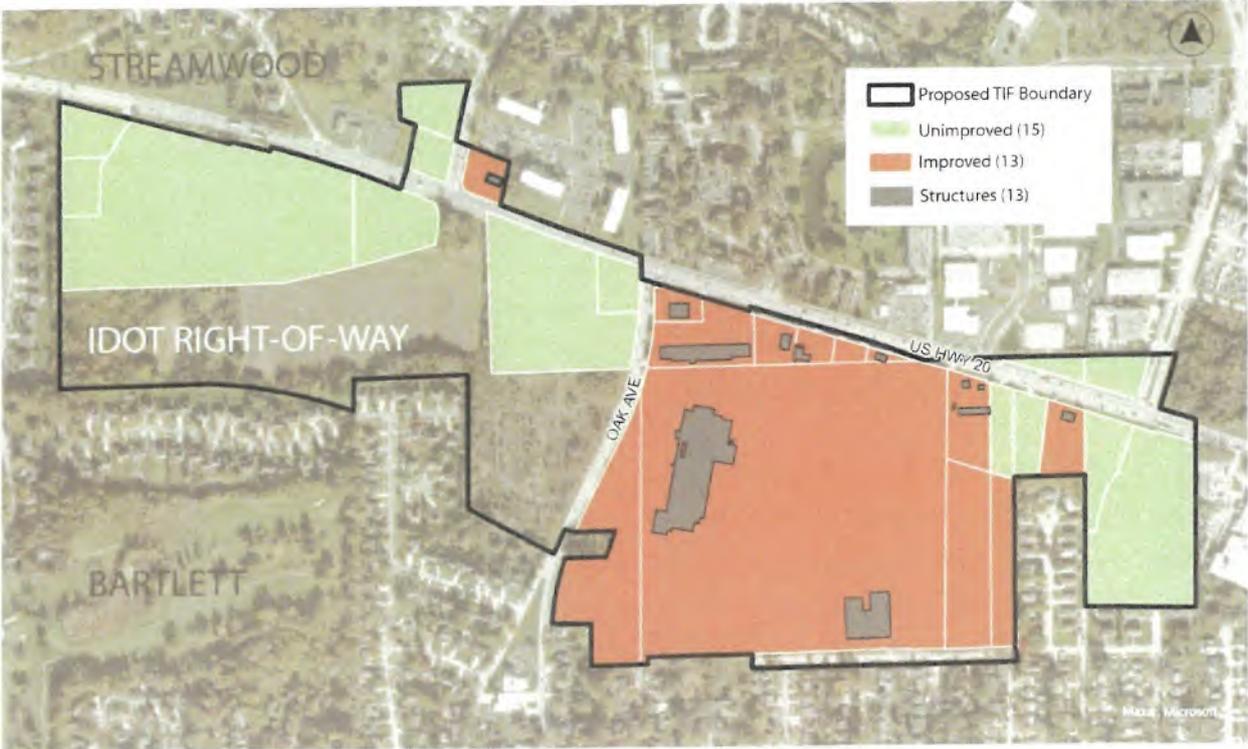


EXHIBIT D

RPA Plan and Project

[attached]

Tax Increment Financing
Lake Street Corridor
Redevelopment Plan and Program

Village of Bartlett, IL

DRAFT
June 14, 2024
Revised July 31, 2024

Prepared By:
Teska Associates, Inc.



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VILLAGE OF BARTLETT REDEVELOPMENT PLAN AND PROGRAM

INTRODUCTION

The Village of Bartlett was founded in the late 1800's by Luther Bartlett when he donated 40 acres of land to be developed along the Chicago and Pacific Railroad line. With a population of around 250 people, the Village was officially incorporated into Hanover Township in 1891. In addition to the railroad, Bell Telephone Co. was a major employer when the Village approved the telephone company to move to the area in 1901. The population did not begin to increase until the mid-late 1900's; as the population grew, so did its physical size. Today the Village has a total land area of around 16 square miles. The original development within that 40-acre area that surrounds the (now) Metra railroad station continues to be the center of community, while larger retailing, entertainment and employment activities are dispersed in several business, office and industrial clusters that developed in areas (particularly along primary roadway corridors) concurrent with the residential growth of the Village and the region. Businesses along Lake Street Corridor developed relatively early in the post WWII suburban growth of the metropolitan area, and reflect the size, orientation and in several instances the obsolescence that characterizes the development of that era.

This report documents the Tax Increment Redevelopment Plan and Program (the "Redevelopment Plan") for the **Lake Street Corridor Tax Increment Financing District** Redevelopment Project Area (the "Project Area"). This Redevelopment Plan has been prepared for use by the Village of Bartlett (the "Village") by Teska Associates, Inc. This proposed Redevelopment Plan seeks to respond to deficiencies, challenges and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. The Plan is intended to provide a framework for improvements and reinvestment within the Project Area over the next twenty-three (23) years.

The Project Area consists of commercial properties as well as institutional and vacant undeveloped land located along Lake Street in the Village of Bartlett. Development impediments, as outlined in Appendix A Eligibility Report, and the resulting extraordinary challenges necessary for redevelopment, have led the Village to explore Tax Increment Financing. The Village retained the planning consulting firm Teska Associates, Inc. to assist the Village in the creation of a new TIF district covering the site. Teska has conducted the necessary field surveys, site evaluations, and identified key redevelopment opportunities and necessary public improvements within the Project Area, and this Redevelopment Plan summarizes the analyses and findings of the consultant's work. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a "redevelopment project area" under the State of Illinois Tax Increment Allocation Redevelopment Act, **65 ILCS 5/11-74.4-1** as amended (the "Act").

Teska has prepared this Redevelopment Plan and the related Eligibility Report with the understanding that the Village would rely on: (a) the findings and conclusions of the Redevelopment Plan and associated Eligibility Report in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that Teska has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Study will comply with the requirements of the Act.

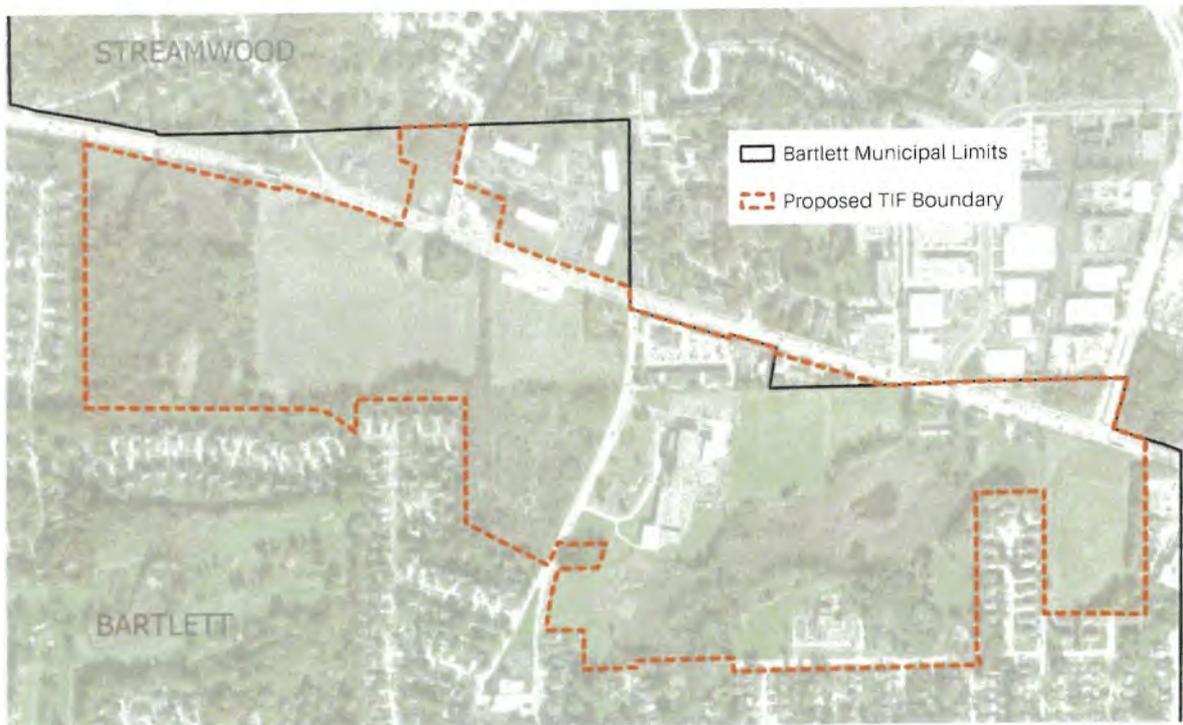
VILLAGE OF BARTLETT REDEVELOPMENT PLAN AND PROGRAM

Tax Increment Financing

Tax increment financing is permitted in Illinois under the “Tax Increment Allocation Redevelopment Act” (**Chapter 65 ILCS 5/11-74.4-1, et seq.**) of the Illinois Statutes, as amended (hereinafter the “Act”). Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. In addition to describing the redevelopment objectives, this Redevelopment Area Plan and Project report sets forth in general terms the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to improve eligible “conservation” or “blighted” areas in accordance with an adopted Redevelopment Plan over a period not to exceed twenty-three (23) years. The municipal cost of certain public improvements and projects can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Project, principally increased equalized assessed valuation from new private development.

FIGURE A – Aerial Location Map



REDEVELOPMENT PROJECT AREA DESCRIPTION

The boundaries of the Redevelopment Project Area were carefully established in adherence to the eligibility criteria and include only those parcels which would benefit by the proposed Redevelopment Plan and Project. The Project Area includes parcels located on Lake Street, roughly between Lela Lane and Hale Avenue, as shown on “Exhibit B – Project Area Boundary.” The Project Area contains **thirteen (13)** structures on **twenty-eight (28)** parcels, totaling approximately **one-hundred and fifty-four (154)** acres in area (or approximately 112 acres excluding rights-of-way). The property within the Project Area is primarily commercial but contains a mix of uses including institutional and vacant property intended for rights-of-way.

Table 1: Existing Land Use

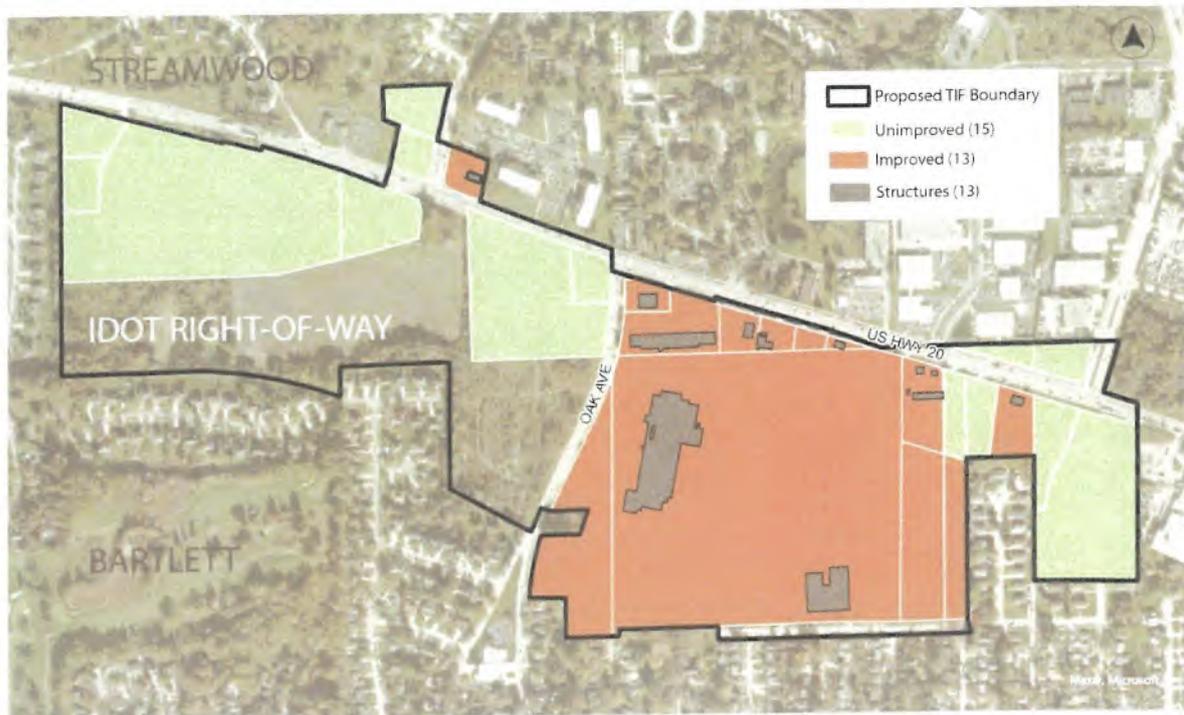
Existing Land Use	Land Area (Acres)
Commercial/Mixed-Use	10.8
Vacant Land	51.7
Municipal/Institutional	44.4
Parks/Open Space	5.8
Rights-of-Way (streets + IDOT)	41.3
TOTAL	154

Table 2: Existing Housing Units

Unit Type	Units *
Single-family	0
Multi-family	0
TOTAL	0

* The intended relocation of 10 or more residential units, or the presence of 75 or more residential units requires preparation of a Housing Impact Study. Therefore, a Housing Impact Study is NOT included in this redevelopment plan.

FIGURE B – Project Area Boundary



The designation of the Project Area for TIF comes as the culmination of years of Village efforts to encourage the rational use and development of properties along Lake Street as a vibrant commercial corridor. These efforts have been impeded by several factors that are recognized in the eligibility survey and are interrelated with the history of the “planned” Elgin-O’Hare Expressway”. The Illinois Department of Transportation acquired land west of Oak Avenue intended to support the Elgin-O’Hare project, including property for interchange, roadway, stormwater detention. While the Village of Bartlett witnessed considerable residential and commercial growth in the 1990’s through the present, the subject properties remained undeveloped, lost value, and buildings decayed while the prospect of the Elgin-O’Hare remained “on the books” but without financial or political support. Awaiting IDOT action, property owners declined to reinvest.

The Village has encouraged IDOT to either make the originally planned improvements or to relinquish the properties to allow for rational use and redevelopment. As a result, IDOT has committed to vacating those portions of its property that are currently designated as wetland or floodplain to a public entity to protect them from the impact of development of adjacent property and has indicated its willingness to sell the remaining developable portion of its property at fair market value once the Oak Avenue realignment is complete.

Both the assembly of property for redevelopment and the realignment of North Oak Avenue are eligible TIF project expenses if the property is within an adopted TIF redevelopment district.

LEGAL DESCRIPTION (Lake Street TIF – Bartlett):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD;

THENCE NORTHEASTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARTLETT ROAD;

THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE;

THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARTLETT ROAD;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD TO A POINT ON SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET SOUTHEASTERLY OF SAID CENTERLINE OF BARTLETT ROAD, AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHWESTERLY ALONG A LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS DOCUMENT NUMBER 16825886;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603;

THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917;

THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682;

THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE;

THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1976 AS DOCUMENT NUMBER 23570435;

THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE;

THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE;

THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27 IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING;

THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34;

THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET;

THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING.

Summary of the Eligibility of the Proposed Project Area

An Eligibility Study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the Lake Street Corridor Project Area. These 'Eligibility Findings' indicate that the proposed Project Area meets the statutory requirements of a 'conservation area' and is therefore eligible for designation as a 'Tax Increment Finance Redevelopment Project Area.'



As detailed in [Appendix A – Tax Increment Financing Eligibility Report](#) of this Redevelopment Plan, the Project Area is eligible for designation as the Project Area qualifies for eligibility as a “redevelopment project area”.

Improved land within the Project Area qualifies as a 'blighted area' in accordance with the criteria established in the Act, based on the predominance of buildings within the Project Area being older than 35 years in age, and the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Dilapidation
2. Deterioration
3. Excessive Vacancies
4. Decline in Equalized Assessed Value
5. Lack of Community Planning

In addition, the documented extent of parcels exhibiting characteristics of the following factors contribute to the overall eligibility of the Project Area:

1. Environmental Remediation Costs

Unimproved land within the Project Area qualifies as a 'blighted area' in accordance with the criteria established in the Act, based on the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Obsolete platting of vacant land;
2. Deterioration of structures or site improvements in neighboring areas; and
3. Decline in total EAV in 3 of the past 5 years.

Together, the documented characteristics of improved and unimproved land contribute to the eligibility of the Project Area as a 'blighted area'. All of these characteristics point towards the need for designation of the Project Area as a 'blighted area' to be followed by public intervention in order that redevelopment might occur.

REDEVELOPMENT PLAN & PROGRAM

The revitalization of the Project Area presents challenges and opportunities for the Village of Bartlett. The success of this effort will depend upon cooperation between private investment and local government. Public and private development efforts have not yet been able to stimulate the comprehensive revitalization of the Project Area. The adoption of this Redevelopment Area Plan and Project will assist with the implementation of the development goals and objectives of the Village of Bartlett, which otherwise could not reasonably be anticipated to occur without the adoption of this Redevelopment Area Plan and Project. Through public investment, the Project Area will become more attractive to private investment.

The Act describes the Redevelopment Plan as “the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area.”

The successful implementation of the Project Area Plan and Project requires that the Village take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area will not reasonably be improved and/or redeveloped without the use of such incremental revenues.

Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" (**Chapter 65 ILCS 5/11-74.4-1, et seq.**) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan and Project is to promote the health, safety, morals, and welfare of the general public by:

- Eradicating blighting conditions and instituting conservation measures;
- Removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment within the Village of Bartlett; and
- Improving existing public utilities and infrastructure within the Project Area.

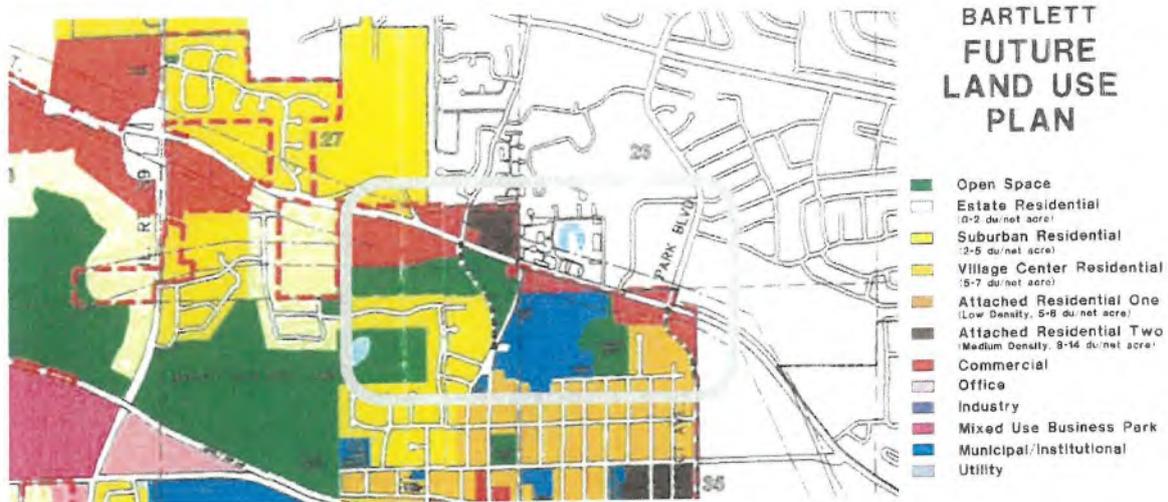
Redevelopment Plan Goals and Objectives

The aim of the Redevelopment Plan is the revitalization of the Project Area as a strong and attractive commercial/mixed-use corridor (Lake Street corridor), which will contribute to the health and vitality of the Village of Bartlett. The goals and objectives of the Redevelopment Plan include those articulated in the Illinois Tax Allocation Redevelopment Act and intend to align with the Village's Comprehensive Land Use Plan, as depicted below:

Comprehensive Plan 1995 Update

The 1995 Land Use Plan (Exhibit C) established a vision for the future of the Project Area. At the time, IDOT was still acquiring property to support the Elgin-O'Hare Expressway. Much of what would be purchased and preserved by IDOT for the expressway was depicted in the plan as open space, in addition to a plan to realign Oak Avenue to connect with N Bartlett Road at Lake Street. In general, land along Lake Street was intended for commercial development. In addition, on the eastern edge of the project area, an extension of Prospect Avenue to connect to S Park Avenue at Lake Street was also proposed.

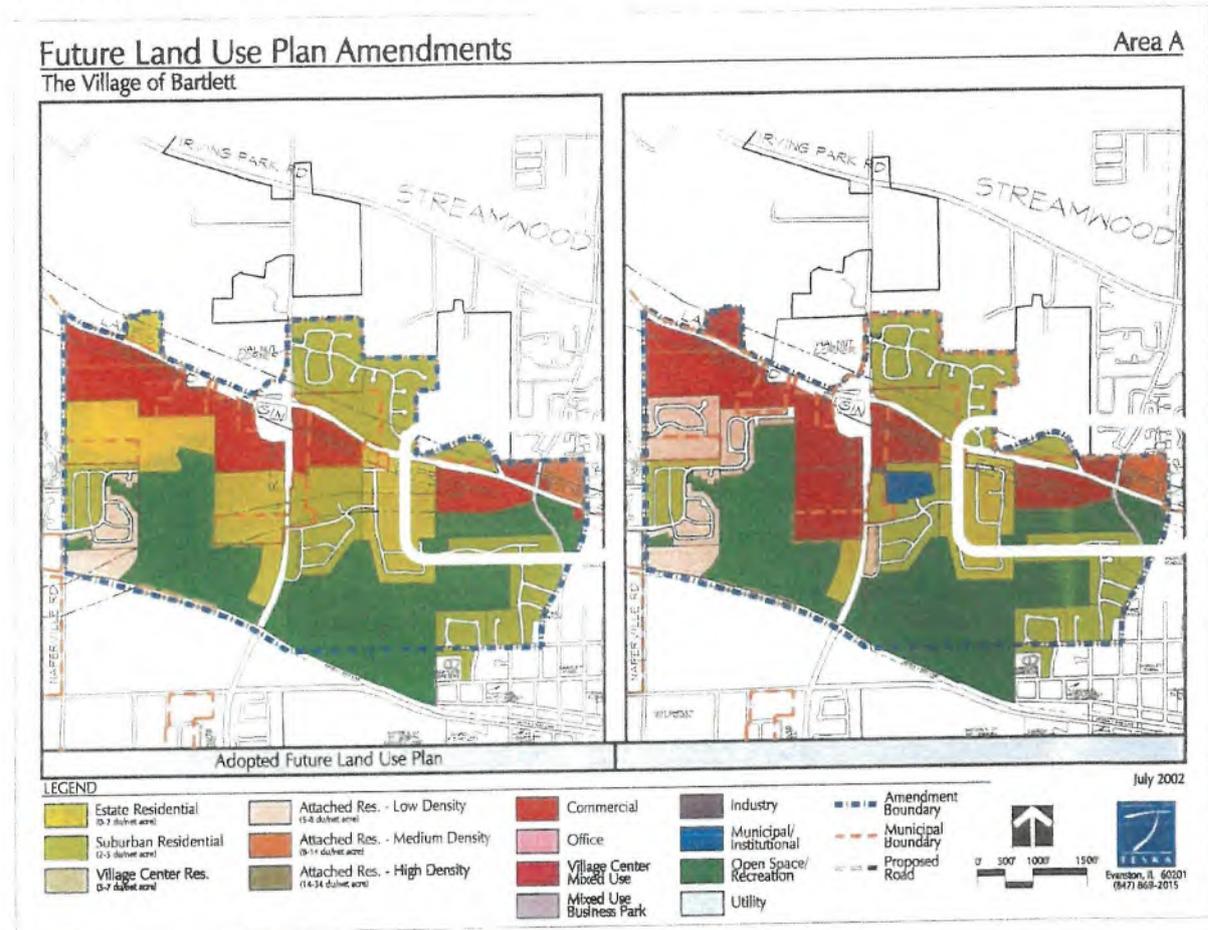
EXHIBIT C: Village of Bartlett 1995 Future Land Use Plan



Comprehensive Plan 2002 Update

The 2002 update to the 1995 Future Land Use Plan (Exhibit D) in the Project Area made one minor change. The southwest corner of Oak Avenue and Lake Street was changed from Commercial to Open Space, to account for the anticipated construction of the Elgin-O'Hare Expressway which would have rendered the land undevelopable.

Exhibit D – Village of Bartlett 2002 Future Land Use Plan Update



Future Land Use Plan

The recommended land uses, redevelopment opportunities, and public improvements of this Redevelopment Plan are consistent with the Village's Comprehensive Land Use Plan, zoning ordinance and other related planning documents.

The intent of the Future Land Use Plan is to provide a long-range guide for determining the uses to which the land should eventually be put, and to direct subsequent zoning decisions as redevelopment occurs within the Project Area. The designation of a future land use which differs from an existing use is not intended to suggest any immediate requirement for redevelopment. Rather, the Future Land Use Plan is intended to plan for future redevelopment in line with the Village's Comprehensive Plan, only if and when a property owner pursues a development project, or an existing business or resident vacates a property.



ABOVE: Example of Deterioration observed during field survey.
Source: Teska Associates, Inc.

The Future Land Use Plan (Exhibit E) shows anticipated land uses at completion of project activities. The Project Area is anticipated to be developed as a mixed-use commercial corridor. General land use descriptions include the following:

Commercial (shown in Exhibit E in red)

This land use category is intended for a mixture of commercial (retail, restaurant, service, etc.) uses along the Lake Street Corridor.

Mixed-Use Predominantly Commercial (shown in Exhibit E in purple)

This land use category is intended for a mixture of commercial (retail, restaurant, service, etc.) and residential (multi-family, townhome, etc.) uses along the Lake Street Corridor.

Single-Family Residential (shown in Exhibit E in yellow)

This land use category is intended for single-family residential uses. These areas lie adjacent existing single-family uses, providing for a transition between existing residential areas and the emerging mixed -use corridor.

Multi-Family / Townhome Residential (shown in Exhibit E in orange)

This land use category is intended for multi-family or townhome residential uses. These uses lie adjacent to other residential uses and would have direct access to Lake Street, providing conveniently located residential opportunities and moderate intensity uses adjacent lower intensity uses.

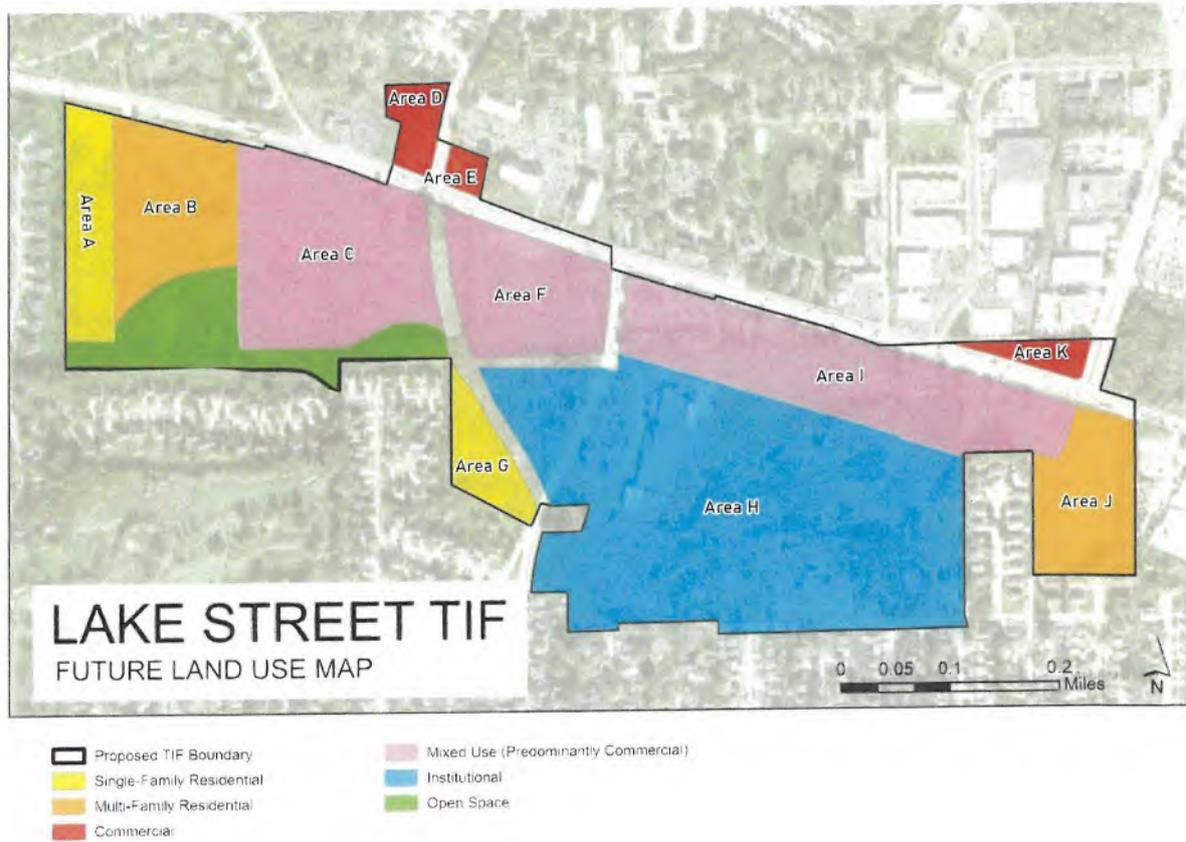
Institutional (shown in Exhibit E in blue)

This land use category is intended for institutional uses, including schools and public recreation spaces.

Open Space (shown in Exhibit E in green)

This land use category is intended to protect and preserve natural areas which are unsuitable for development and may include public recreation uses.

FIGURE E – Future Land Use Plan



Redevelopment Opportunities

The Project Area contains vacant, undeveloped rights-of-way owned and managed by IDOT, commercial vacancies, and deteriorated or dilapidated commercial structures; all of which are opportunities for redevelopment and public improvements. [Table 3](#) indicates the desired future uses throughout the Project Area.

The Redevelopment Plan shall serve as a guideline for the Project Area but is not intended to establish specific requirements. Adjustments may be made in response to market conditions and other key factors as long as they remain faithful to the Village’s overall goals and objectives for the Project Area, and to the goals of the Village of Bartlett in general.

Table 3: Future Land Use Areas

Area	Approx. Area (Acres)	Existing Land Use	Future Land Use
A	6.3	Vacant	Single-Family Residential
B	10.3	Vacant	Multi-Family Residential
C	17.7	Vacant	Mixed-Use Predominantly Commercial
D	2.3	Vacant	Commercial
E	0.9	Vacant	Commercial
F	9.8	Vacant	Mixed-Use Predominantly Commercial
G	3.7	Vacant	Single-Family Residential
H	53.6	Institutional	Institutional
I	18.6	Mixed-Use Commercial	Mixed-Use Predominantly Commercial
J	8.1	Vacant	Multi-Family
K	1.7	Vacant	Commercial
n/a	9.3	Vacant	Green Space
Total	142.3		

As indicated by Exhibit E, the desired future land uses of Project Area parcels include Commercial, Residential, and Institutional uses. In addition to these identified opportunity sites, the Redevelopment Plan also anticipates activities to be undertaken by the public sector, including the realignment of Oak Avenue to the west to align with Bartlett Road and the extension of utility infrastructure to service new development.

Undertaking improvements and redevelopment within the Project Area will generate increased tax revenues, create associated commercial/mixed-use opportunities, upgrade public improvements such as roadways, sidewalks, streetlighting, etc., and provide a stimulus for additional development in surrounding areas. Through these improvements, the character and economic viability of the Project Area, and the Village of Bartlett in general, will be improved over time.

Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and Project. As provided by the Act, other eligible project costs may include, without limitation, the following:

- Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services;
- The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
- Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- Costs of the construction of public works or improvements;
- Costs of job training and retraining projects, including the cost of “welfare to work” programs implemented by businesses located within the Project Area, and costs of advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as provided in the Act;
- Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and not exceeding 36 months thereafter and including reasonable reserves related thereto;
- To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan;
- To the extent the Village by written agreement accepts and approves the same, an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units as provided in the Act;

- Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law;
- Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.

Acquisition and Clearance

In order to facilitate coordinated redevelopment and meet redevelopment objectives, it may be necessary for the Village to assemble individual properties into unified sites which can be developed in their entirety. Any clearance of existing structures will be scheduled to minimize the adverse effects of rehabilitation or clearance activities.

Land Disposition

Property which may be acquired by the Village may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the Village to other public bodies or to private developers, in whole or in part. The Village may in the future modify this disposition plan in accordance with the objectives of this Redevelopment Plan and Project, without amending the Plan. Terms of conveyance may be incorporated into appropriate disposition documents or agreements and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the Village.

Public Improvements

The Village of Bartlett will provide public improvements in the Project Area to stimulate development and redevelopment in a manner consistent with this Redevelopment Plan. Some public improvements may be provided in partnership with the Illinois Department of Transportation, or other governmental agencies as applicable. Public improvements may include, but are not limited to, the following:

- Vacation, removal, resurfacing, widening, reconstruction, and other improvements to rights-of-way, streets, alleys, bridges, pedestrian ways, and pathways.
- Development of or improvements to public open space.
- Improvements to public utilities such as sewer and water lines, electric lines, sidewalks, curbs and gutters, storm water detention facilities. Such improvements may include relocation and/or burial of existing overhead lines.
- Demolition and rehabilitation of obsolete structures.
- Beautification and safety improvements, including streetscape, lighting, signage, and landscaping of public properties.

Public improvement activities which are planned as part of this Redevelopment Plan are based upon recommendations in the Village's comprehensive plan and conversations with Village staff.

The costs associated with the public improvements described in this Redevelopment Plan may be shared by the Village of Bartlett, other governmental agencies, and individual developers and property owners, pursuant to an agreement between the parties. The Village may determine in the future to add new improvements which are consistent with the objectives of this Redevelopment Plan. Such additions shall not require plan amendment provided they are for eligible public improvements and will not require an increase in the total estimated project costs in Table 4.

Phasing of Project

Redevelopment projects anticipated in this Plan may commence immediately. Most of the development and redevelopment projects are anticipated to be completed within twenty-three (23) years. The Village may undertake additional public improvements or development projects as appropriate throughout the life of the Redevelopment Plan and Project.

Estimated Project Costs

Estimated public project costs are listed in Table 4. These costs are based on 2023 dollars and are therefore subject to inflation. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Redevelopment Plan adoption, are subject to amendment procedures as provided under the Act.

Table 4: Estimated Redevelopment Project Costs

Category	Cost
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$28,000,000
Environmental, market and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$1,000,000
Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures	\$12,500,000
Construction or improvement of public improvements (1)	\$24,000,000
Job training/retraining and relocation costs	\$885,000
Developer Interest Costs, taxing districts eligible reimbursement and capital costs	\$1,000,000
Total Estimated Project Costs (2) (3)	\$67,385,000

- (1) *Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the Village or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.*
- (2) *Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded by more than 5%, after adjustment for inflation, without amendment to this Redevelopment Plan.*
- (3) *This table does not include costs associated with the issuance of municipal obligations, capitalized interest, reimbursement for a portion of privately issued obligations, financing costs during construction (not to exceed 36 months), or other eligible project costs. Such additional costs may or may not be incurred and cannot be estimated at this time.*

Sources of Funds

The Act provides a way for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

- Real property tax increment revenues from the Project Area;
- Tax revenues resulting from the establishment of any Special Service Area (SSA) districts within the Project Area;
- Interest earned on temporary investments;
- Gifts, grants, and contributions;
- Sale or lease of land proceeds; and
- User fees.

Transfer from a contiguous redevelopment project areas created under the Act. The principal source of funds to undertake redevelopment activities will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over the initial equalized assessed value of each such lot, block, tract or parcel. There may also be other eligible local sources of revenue, such as the sale or lease of Village owned property, that the Village determines are appropriate to allocate to the payment of redevelopment project costs.

The Village may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs with the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

Nature and Term of Obligations to be Issued

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan, and whenever practical, expenditures will be made on a cash basis. This method of financing shall not preclude the Village from undertaking initiatives designed to stimulate appropriate private investment within the Project Area.

Certain redevelopment projects may be of such a scale or on such a timetable as to preclude financing on a cash basis. These projects may be funded by the use of tax increment revenue obligations issued pursuant to the Act for a term not to exceed twenty (20) years. Consistent with the conservative nature of the financial plan for this Redevelopment Area, the highest priority for the issuance of tax increment revenue obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts within the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this plan, as now or hereafter amended, in accordance with law.

The Village may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- Net revenues of all or part of a Redevelopment Project,
- Taxes levied and collected on any or all property in the municipality.
- The full faith and credit of the municipality.
- A mortgage on part or all of a Redevelopment Project.
- Any other taxes or anticipated receipts that the municipality may lawfully pledge.

Initial Equalized Assessed Valuation

Table 5 lists the equalized assessed valuation of properties in the Project Area. The total 2023 equalized assessed valuation of the Project Area is **\$5,970,853**.

Table 5: Project Area Equalized Assessed Valuation (2023)

1	06-26-302-012	\$1,145,283
2	06-26-302-013	\$274,519
3	06-26-302-014	\$534,102
4	06-26-304-002	\$79,609
5	06-26-304-003	\$171,063
6	06-26-304-004	\$295,854
7	06-27-403-006	\$1,550
8	06-27-403-013	\$1,037,849
9	06-27-403-015	\$148,456
10	06-27-403-016	\$216,634
11	06-27-403-018	\$53,675
12	06-27-403-019	\$43,896
13	06-27-403-020	\$12,548
14	06-27-404-001	\$1,575
15	06-27-404-002	\$670,089
16	06-27-404-003	\$78,834
17	06-34-205-034	\$-
18	06-35-100-003	\$98,431
19	06-35-100-022	\$76,708
20	06-35-100-023	\$90,489
21	06-35-100-046	\$-
22	06-35-100-048	\$26,743
23	06-35-100-049	\$-
24	06-35-100-050	\$-
25	06-35-100-051	\$262,629
26	06-35-100-053	\$165,915
27	06-35-100-065	\$356,656
28	06-35-100-066	\$127,746
	Total	\$5,970,853

Anticipated Equalized Assessed Valuation

Upon the completion of anticipated redevelopment projects, it is estimated that the equalized assessed valuation of real property within the Project Area will be approximately **\$67,385,154 million** (an increase of over 1,129%). This figure is based upon estimates of value for the anticipated rehabilitation and redevelopment projects described in this report.

Payment in Lieu of Taxes

The plan does not propose to take tax producing property off the tax rolls, and therefore no payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Project.

Provision for Amending the Redevelopment Plan and Project

The Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Project, development and redevelopment projects within the Project Area are not reasonably expected to be undertaken by private enterprises. In the absence of Village-sponsored redevelopment, blighting factors will continue to exist, and the Project Area on the whole, as well as adjacent properties, will become less attractive for future development.

Implementation of the Redevelopment Plan and Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the Village's effective use of tax increment financing can be expected to arrest the ongoing decline of existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, and the payment of all redevelopment project costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in equalized assessed valuation caused by the Redevelopment Plan and Project.

The following taxing districts cover the proposed Project Area:

1. Village of Bartlett
2. Bartlett Public Library
3. Bartlett Fire District
4. Bartlett Park District
5. School District U-46 – Elgin
6. Elgin Community College District 509
7. Cook County / Public Safety / Health Facilities
8. Cook County Forest Preserve
9. Metropolitan Water Reclamation District
10. Hanover Township
11. Hanover Township Road & Bridge

This Redevelopment Plan contemplates redevelopment of specific opportunity sites with new commercial/mixed-use development. Given the small size of the Project Area (154 acres), and the primarily commercial nature of anticipated future redevelopment within the Project Area, impact on individual taxing districts, and taxing districts in general, will be minimal (although dependent upon the exact nature of the future mixed-use redevelopment). The Village estimates that as many as 100 temporary jobs and 150 permanent jobs may be created by development and redevelopment activities as a result of the establishment of a TIF District.

Impact on Village of Bartlett

The Village of Bartlett provides a variety of services, including police and fire protection, snow removal, road maintenance, water service, and building and zoning services. The replacement of undeveloped property with new residential and commercial and mixed-use development will have a minimal impact on demand for the services and programs provided by the Village. As provided

in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the Village which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan highlights some of these anticipated capital costs.

Impact on Bartlett Public Library District

The Bartlett public library is located at 800 S Bartlett Road. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate additional demand for the services provided by the library. If new residential development is incentivized through the TIF, the Act defines a clear formula for payment of fees to the library district for documented increased demand for services directly generated by TIF supported projects.

Impact on Bartlett Fire District

The Bartlett Fire Department serves the Village of Bartlett, providing emergency fire suppression, emergency medical services (EMS), hazardous materials response, and emergency rescue. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate some additional demand for the services provided by the fire district. However, the entire project area is within a few hundred feet of the recently enhanced Fire Department facility on Oak Avenue, and the relocation and realignment of Oak Avenue and Bartlett Road may reduce response times for department vehicles using Lake Street.

Impact on Bartlett Park District

The Bartlett Park District operates multiple facilities within the Village, including an indoor pool, golf course, aquatic center, nature center, and numerous parks throughout Bartlett. The Park District also manages Schoppe Park, which is located within the Project Area. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate additional demand for the services provided by the park district. However, the total number of residents that may be generated by new residential development is marginal when compared to the total area and total households served by the district.

Impact on School District U-46 - Elgin

The U-46 school district provides K-12 education for more than 35,000 children across 11 communities over 90 square miles, including Bartlett, Elgin, Hanover Park, South Elgin, Streamwood, and Wayne and portions of Carol Stream, Hoffman Estates, St. Charles, Schaumburg, and West Chicago. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on demand for the services and programs provided by the school district. If new residential development is incentivized through the TIF, the Act defines a clear formula for repayment of fees to the school district for any documented increased demand for services directly generated by TIF supported projects. Ultimately, the reinvestment in properties and the development of new uses will increase the tax base of each of the taxing districts upon the close of the TIF district.

Impact on Elgin Community College District 509

Elgin Community College is located in Elgin and serves residents of western suburbs in Cook and DuPage Counties. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on demand for the services and programs provided by the college. Any potential impact is anticipated to be minimal.

Impact on Cook County / Cook County Forest Preserve

Cook County provides a variety of services, including the County Court system, public safety and health services, and maintenance of open spaces and recreational activities. The replacement of undeveloped property with new residential and commercial and mixed-use development will have no direct impact on demand for the services and programs provided by the County. Due to the small size of the Project Area (154 acres) in relation to the County at large, services provided to residents and employees should not be affected, and any impact is anticipated to be minimal.

Impact on Hanover Township / Hanover Township Road & Bridge

Hanover Township provides a variety of services, including road and bridge maintenance and property assessments. However, no roads within the Project Area are maintained by the Township. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on the demand for services and programs provided by the Township.

Impact on Metropolitan Water Reclamation District

The Metropolitan Water Reclamation District (MWRD) operates the water and wastewater services to the City of Chicago and surrounding suburban communities. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on the demand for the services provided by MWRD. Due to the small size of the Project Area (154 acres) in relation to the MWRD service area, services provided to residents and employees should not be affected, and any impact is anticipated to be minimal.

Findings of Need for Tax Increment Financing

Based on the findings of this Redevelopment Plan and Project, the Village President and the Village Board of Bartlett, Illinois, adopt the following findings pursuant to **Section 11-74.4-3(n)** of the Act.

Project Area Not Subject to Growth

The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Substantial evidence supports this conclusion.

First, the Village finds that the Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise, based on the following evidence as outlined in the Eligibility Findings Report in [Appendix A](#).

A majority of structures in excess of thirty-five (35) years in age, and substantial and widespread presence of a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Dilapidation;
2. Deterioration;
3. Excessive Vacancies;
4. Relative Decline in Total Equalized Assessed Value (EAV) in 3 of the past 5 calendar years as compared to the balance of the Village; and
5. Lack of Community Planning.

Regarding unimproved land, the survey established eligibility on the based on the extent of parcels exhibiting characteristics of the following major contributing factors:

1. Obsolete platting of vacant land;
2. Deterioration of structures or site improvements in neighboring areas; and
3. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years as compared to the balance of the Village.

The Village finds that the Project Area would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan, as a result of the following:

1. Proposed redevelopment sites indicate a financial gap without public resources, grants or other incentives to promote redevelopment;
2. The need for public – private partnerships to support future redevelopment; and
3. The need for future infrastructure improvements to support future redevelopment.

Therefore, the Village of Bartlett finds that the Project Area is not subject to appropriate growth and development and is not anticipated to be developed without adoption of this Redevelopment Plan.

Conformance with Comprehensive Plan

This Redevelopment Plan conforms with, and is based upon, the recommendations of the 1995 Bartlett Comprehensive Plan, and 2002 update, including the goals and objectives therein, as well as future land uses and redevelopment activities.

Date of Completion

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the municipal treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Project Area is passed.

APPENDIX A

Tax Increment Financing
Eligibility Report

Lake Street TIF
Village of Bartlett, IL

Eligibility Report
February 9, 2024
Revised July 31, 2024

Prepared by:
Teska Associates, Inc.

INTRODUCTION

The Village is located in three counties: Cook, DuPage, and Kane. It is bordered by W. Lake St on its northern edge and Army Trail Rd on its southernmost edge. The Project Area includes properties at the northeastern corner of the Village along Lake Street, roughly between Lela Lane and Hale Avenue, excluding residential uses. Along Lake Street, improved (developed) properties are primarily commercial uses, with residential uses located behind. The Project Area also includes Eastview Middle School (U-46) and several vacant (unimproved or undeveloped) properties. The proposed Tax Increment Financing District will promote economic development and infrastructure improvements in an area that serves as a gateway for the Village.

TAX INCREMENT FINANCING OVERVIEW

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 – 74.4 – 1 et seq., as amended (the “Act”), stipulates specific procedures which must be adhered to in determining the eligibility of a Redevelopment Project area. A “Redevelopment Project Area” is defined as:

“...an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

(65 ILCS 5/11-74.4-3(p))

Section 5/11-74.4-3(a) defines a “conservation area” as:

“...any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value.”

Section 5/11-74.4-2 defines vacant land standards for a “blighted area” as:

If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

- a) **Obsolete platting of vacant land** that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

- b) **Diversity of ownership of parcels of vacant land** sufficient in number to retard or impede the ability to assemble the land for development.
- c) **Tax and special assessment delinquencies exist**, or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.
- d) **Deterioration of structures or site improvements in neighboring areas** adjacent to the vacant land.
- e) **The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs** for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- f) **The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years** prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

Determination of eligibility of the proposed Redevelopment Project Area is based on a comparison of data gathered through field observations by Teska Associates, Inc. (Teska), document and archival research, and information obtained from the Village of Bartlett and Cook County against the eligibility criteria set forth in the Act.

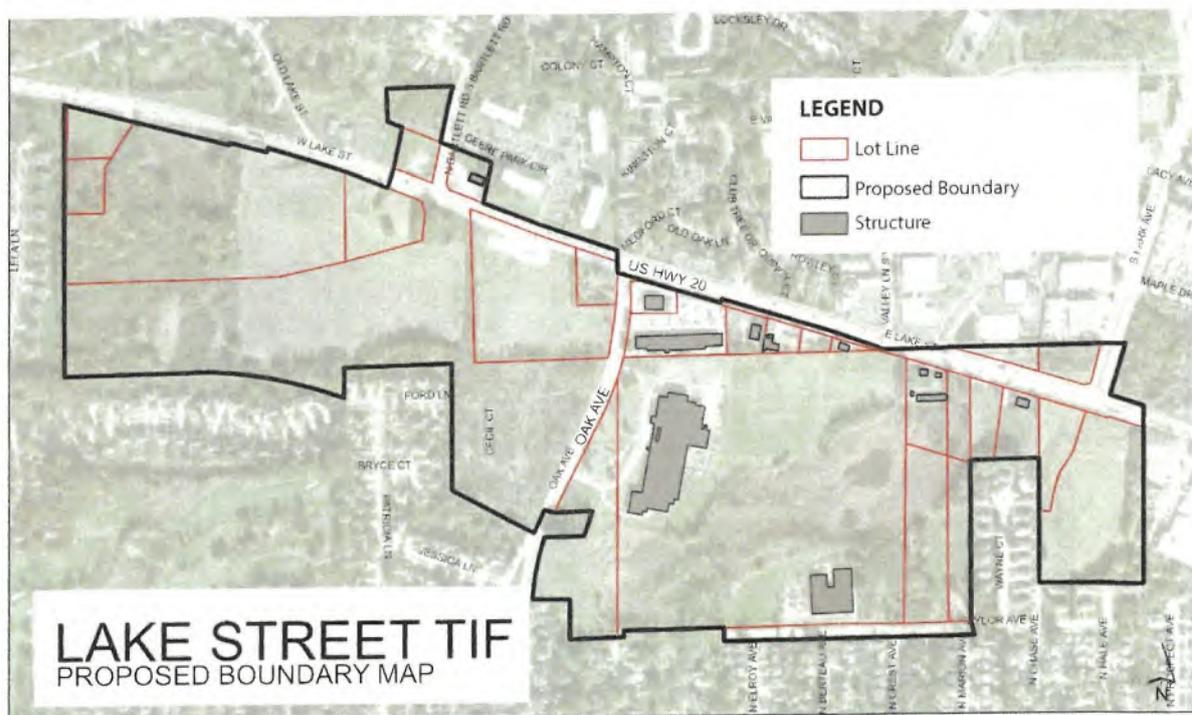
This report summarizes the analysis and findings of Teska's work. Teska has prepared this report with the understanding that the Village would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the study areas as a "Redevelopment Project Area" under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the study area can be designated as a "Redevelopment Project Area" in compliance with the Act.

PART I: DESCRIPTION OF PROJECT AREA

The Project Area includes properties along the northern and southern sides of Lake Street, including an IDOT right-of-way located along the southwest edge of Lake Street.

The Project Area includes a total of **28 parcels** and a total of **13 structures**, most of which are for retail uses. The full Project Area (improved and unimproved parcels) covers **approximately 154 +/- acres**. A few properties are private residential, and two parcels are owned by the U-46 School District. Many properties are vacant greenspace, and some contain wetlands. All properties that have buildings have parking lots on site.

Exhibit A: Proposed TIF Boundary



The TIF Act allows for the establishment of hybrid districts in which one or more sub-areas within a Project Area is eligible under the criteria focused on improved/developed property, and where one or more Sub-Areas within the Project Area meet the eligibility criteria that focuses on vacant undeveloped land. The Lake Street Corridor Project Area is eligible as a whole and as a hybrid district where the properties east of North Oak Avenue and east of Bartlett Road are found to be eligible as improved property and the area west of Oak Avenue and west of Bartlett Road are eligible as vacant undeveloped land.

PART II: ELIGIBILITY FINDINGS OF IMPROVED LAND

The Project Area includes **13 improved parcels** and a total of **13 structures**, most of which are for retail uses. A few properties are private residential, and two parcels are owned by the U-46 School District. Many properties are vacant greenspace, and some contain wetlands. All properties that have buildings have parking lots on site.

Teska Associates, Inc. conducted a field survey of every property within the Redevelopment Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. This survey occurred on **Thursday, July 13, 2023**. Field observations were supplemented with information provided by Village and Hanover Township officials and online resources.

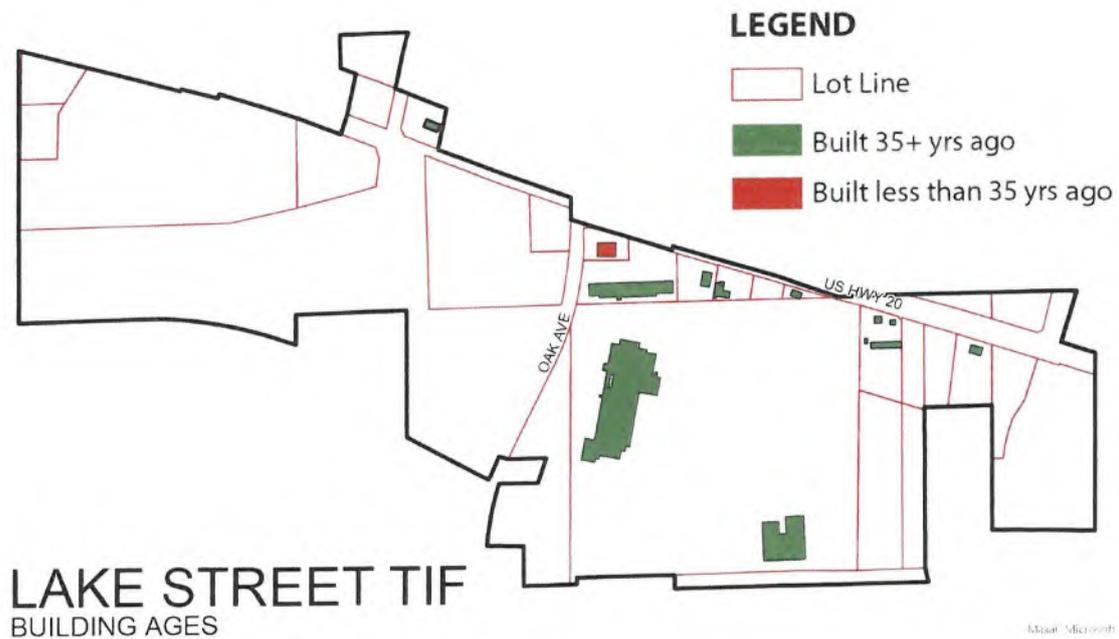
In order to be designated as a 'conservation area', at least 50% of the structures must be 35 years or more in age, and a combination of at least three (3) of the other blighting factors must be present to a meaningful extent and reasonably distributed throughout the Project Area.

Age of Buildings

There are **13 structures** located within the Project Area, including principal buildings and accessory buildings, such as garages, sheds, etc. Building construction dates were provided by the Village, confirmed during field observations of construction methods and materials and corroborated by Cook County Assessor data. This data indicates (*shown in Exhibit B on the following page*) that a substantial majority of structures (92.3%) within the Project Area were developed prior to 1988 (35 years).

Due to this finding, the definition of 'conservation area' is evaluated in this Eligibility Report, requiring 'age of buildings' plus three (3) additional eligibility criteria for TIF designation.

Exhibit B: Building Ages



Dilapidation

Dilapidation refers to an advanced state of disrepair of buildings or improvements of the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings include those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting and plumbing), and secondary structural components in such combination and extent that (i) major repair is required or, (ii) the defects are so serious and so extensive that the buildings must be removed.

Field observation of exterior building conditions within the Project Area indicate isolated structures displaying severe structural defects. Some lots with structures contain buildings that have been abandoned for many years and are in a serious state of disrepair. One property contains a strip mall where some units are maintained and others are in a state of dilapidation, particularly within the interior retail spaces.

Based on this analysis, dilapidation is a significant contributing factor towards designation of the Project Area as a 'conservation area'.



ABOVE: Examples of Dilapidation observed during field survey.
Source: Teska Associates, Inc.

Obsolescence

Structures are typically built for specific uses or purposes with the design, location, height, and space intended for a specific type of occupancy at the time of construction. Buildings become obsolete when they contain characteristics or deficiencies, which limit their reuse and marketability. The characteristics of obsolescence may lead to loss in value to a property resulting from an inherent deficiency existing from poor or outdated design or layout, improper orientation of building on site, etc., which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

Field observations within the Project Area showed structures that are functionally obsolete. Some properties, such as the site of a former gas station and another site that contained a hot dog stand, contain buildings that could no longer support their former uses. Within the strip mall, interior renovation is needed in order to support certain uses of vacant units.

While instances of both functional and economic obsolescence are present, they are not dominant throughout the entire Project Area. Obsolescence is present to some degree within the Project Area, but it is not present to such a degree, or distributed throughout the Project Area, as to demonstrate a qualifying factor towards designation of the Project Area as a 'conservation area'.

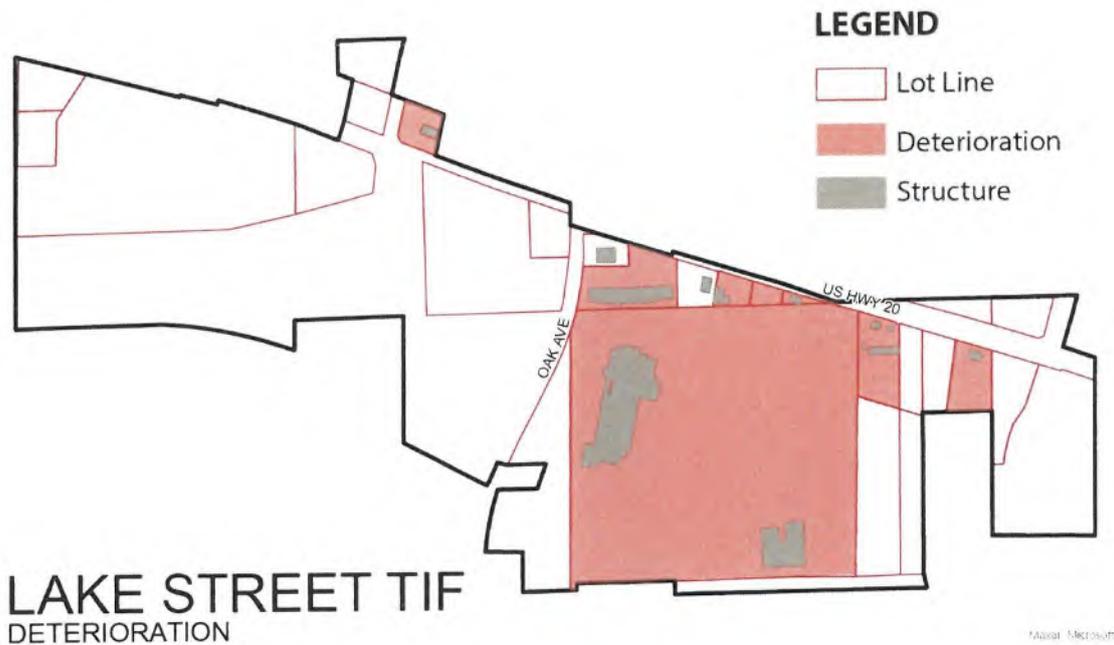
Deterioration

Buildings in a state of deterioration exhibit defects, which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g. doors, windows, porches, gutters and downspouts, fascia materials, etc.) and major defects in primary building components (e.g. foundations, walls, frames, roofs, etc.) respectively.

Field observations within the Project Area showed that most sites showed signs of site deterioration. Common issues relating to site improvements include displacement of masonry walls, unpaved or deteriorating alleyways and employee parking areas, deteriorating curbs, deteriorating sidewalks and damaged fencing which exceed the level of deterioration that would be corrected though normal maintenance. This is a characteristic that could be remedied from the infrastructure investment associated with the establishment of a TIF district. Additionally, field observations showed that several structures within the Project Area contain major defects such as masonry displacement, water damage, cracks in foundation, and sagging roof structures.

The extent and widespread distribution of deterioration, both of buildings and site improvements, has a negative effect upon neighboring properties. When buildings or improvements on adjacent properties are in a declining state, a property owner has less incentive to maintain or improve his or her own property. Deterioration contributes to vacancy, decreased EAV, and has the potential to spread which would lead the entire Project Area to a blighted condition.

Exhibit C: Deterioration



Deterioration of buildings and site improvements is a significant contributing factor towards designation of the Project Area and as 'conservation area'.



ABOVE: Examples of Deterioration observed during field survey.
Source: Teska Associates, Inc.

Illegal Use of Structures

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- Illegal home occupations;
- Conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- Uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- Uses in violation of national, state or local environmental and occupational safety and health regulations.
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

Field observations did not reveal significant obvious instances of illegal uses, and no documented cases of illegal uses were discovered. Although isolated instances of illegal use may be present within the Project Area, they are not widespread or distributed widely throughout the Project Area. Therefore, illegal use of individual structures is not considered as a qualifying factor towards designation of the Project Area as a 'conservation area'.

Presence of Structures Below Minimum Code Standards

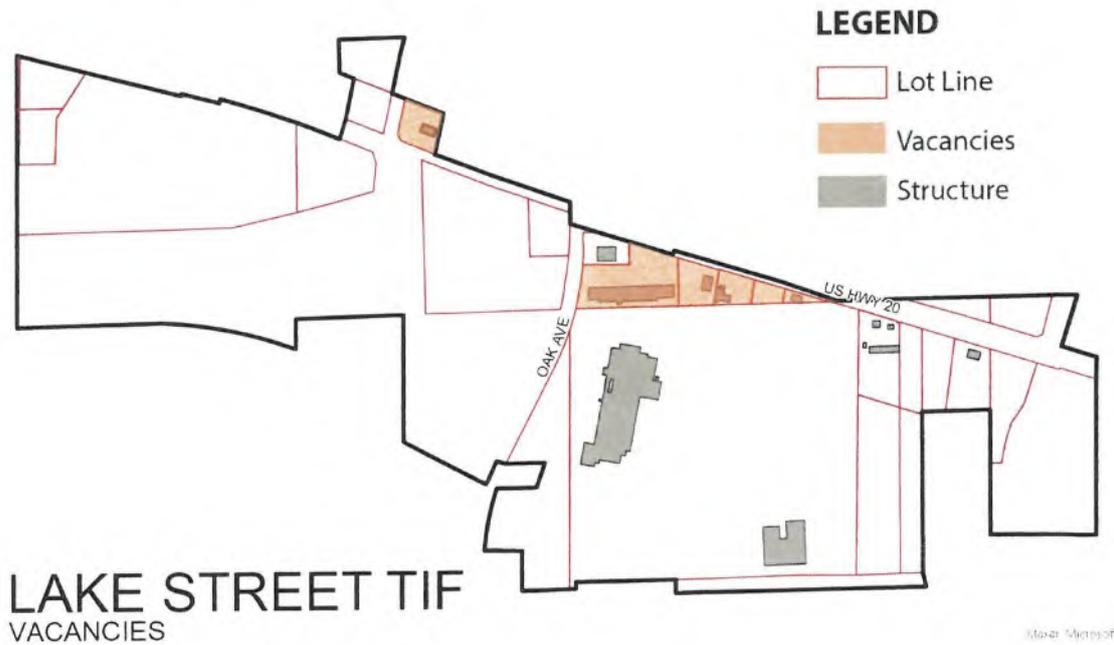
Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code is characterized by defects or deficiencies, which are presumed to threaten health and safety.

Given that the majority of individual structures in the Project Area were constructed over 35 years ago, the presence of nonconformities to current code standards are possible. Field observations did not reveal obvious instances of structures below minimum code standards indicative of widespread existence. Therefore, the presence of structures below minimum code standards is not considered as a qualifying factor towards designation of the Project Area as a 'conservation area'.

Excessive Vacancies

Establishing the presence of this factor requires the identification and documentation of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Exhibit D: Vacancies



Instances of vacant and/or partially vacant commercial structures are present within the Project Area. There is evidence that some individual structures have remained vacant for several years while others have had partial vacancies or intermittent occupancy. Many of the vacant properties also fall into categories of Dilapidation, Obsolescence, Deterioration, etc. Additionally, many parcels remain vacant and lack the necessary components for development.

Due to this, excessive vacancies are a significant contributing factor towards designation of the Project Area as a 'conservation area'.



ABOVE: Evidence of Vacancies observed during field survey.
Source: Teska Associates, Inc.

Lack of Ventilation, Light or Sanitary Facilities

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criteria used for determining the presence of this factor can be found in local codes and ordinance, or in locally adopted national codes such as the International Building Codes (IBC) by the International Code Council (ICC), and the Model Housing Code of the American Public Health Association (APHA). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees, or visitors.

Field observation revealed that at least one of the vacant structures within the Project Area exhibited a lack of ventilation, light, or sanitary facilities that would be considered unsafe or unhealthy. However, a lack of ventilation, light, or sanitary facilities is not widely distributed and does not contribute to the designation of the Project Area as a 'conservation area'.

Inadequate Utilities

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service, which may be shown to be inadequate. Inadequate utilities would include those which are (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas, (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

A lack of existing utilities, or perhaps inadequate utilities for contemplated developments, of several undeveloped properties within the Project Area may act as financial impediment to the feasibility of development, this condition is not so widespread as to contribute to the designation of the Project Area as a 'conservation area'.

Excessive Land Coverage and Overcrowding of Structures and Community Facilities

This factor may be documented by showing all instances where building coverage is excessive. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public-right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions are presumed to have an adverse or blighting effect on nearby development. This characteristic is viewed relative to its urban context, common practice, and contemporary development standards.

According to field survey and other planning documents, most improved parcels within the Project Area include a single structure. Therefore, there are minimal instances of excessive land coverage and overcrowding of structures within the Project Area, so this does not contribute to the designation of the Project Area as a 'conservation area'.

Deleterious Land Use or Layout

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

Improved parcels within the Project Area do not pose deleterious impacts on adjacent uses. While some developed parcels are irregularly shaped, and their size and depth do not meet modern standards for development, and do not pose significant concerns such as to lead them to qualify under this standard. Structures and uses present in the Project Area do not exhibit widespread deleterious land uses or layouts, and as such do not contribute to the designation of the Project Area as a 'conservation area'.

Lack of Community Planning

Lack of community planning may be a significant factor if the proposed Project Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed, or it was considered inadequate, and/or was vitally ignored during the time of the area's development. Lack of planning may be documented by establishing the date of adoption of the Village's Comprehensive Plan (or other plans which may be relevant) and determining whether the area developed before or after that date. This finding may be amplified by other evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the eligibility findings, such as adverse or incompatible land use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size and shape to meet contemporary development standards.

Community Plans

The Village of Bartlett adopted its first Comprehensive Plan in 1978 and with subsequent updates to the future land use plan in 1995 and 2002. However, much of the Project Area developed under Cook County's jurisdiction, prior to annexation into the Village, and before the creation of the Village's Comprehensive Plans. The development pattern along Lake Street reflects its early use in post-WWII auto-oriented activities along State and US routes like Lake Street. Those development patterns inhibit contemporary development as a result of shallow lots, inadequate utilities, multiple uncontrolled highway access points, and vacant and decaying buildings that are no longer useable for their original or contemporary purposes.

Therefore, Lack of Community Planning is found to be widespread within the Project Area, and a significant contributing factor towards designation of the Project Area as a 'conservation area'.

Environmental Remediation Costs Impeding Development

This factor may be documented by determining if any requirements by the Illinois Environmental Protection Agency (IEPA), the United States Environmental Protection Agency (EPA), or any study conducted by a recognized independent expert consultant has resulted in the need to incur remediation costs for a site that have resulted in impeding further site redevelopment.

The need for environmental clean-up of sites within the project area is both an eligibility condition and an eligible cost of a TIF district. Where the proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Within the project area there are a few sites within the Project Area that were former gas stations and automobile repair shops that will most likely will need remediation. Additionally, there are natural wetlands in the area that are documented but not protected.

Although there are other existing and past uses of properties within the study area that are associated with potential environmental contamination, including automobile repair and abandoned gas stations, no additional documented evidence is available from local, state or US EPA were found.

The documented existence of sub-surface contamination, with documented significant clean-up costs, and the existence of probable additional contamination constitute a material impediment to the development or redevelopment of the redevelopment project area. Although conditions of environmental remediation needs are known to be present within the Project Area and contribute to the designation of the Project Area as a 'conservation area', they are documented to be a minor contributor to eligibility.



Source: National Wetlands Inventory, US Geological Survey, accessed 11/20/2023

Decline in Equalized Assessed Value

This factor can be cited if the total equalized assessed value of the Project Area has declined for 3 of the last 5 calendar years in which information is available, **or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available**, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 Calendar years for which information is available.

Table 1: Equalized Assessed Values for Project Area

	Project Area EAV	% Change	Total EAV of Village (excluding project area)	Percent Change of EAV	Consumer Price Index (CPI)	Percent Change of CPI
2018	\$4,221,486	-1.0%	\$1,094,174,425	1.74%	251.107	2.44%
2019	\$5,751,069	26.6%	\$1,160,886,115	6.10%	255.657	1.81%
2020	\$5,949,684	3.3%	\$1,186,442,964	2.20%	258.811	1.23%
2021	\$5,720,930	-4%	\$1,176,079,854	-0.87%	270.97	4.70%
2022	\$5,354,287	-6.8%	\$1,328,319,233	12.94%	292.655	8%
2023	\$5,970,853	10.3%	\$1,503,218,079	13.17%	304.7	4%
Contributing to Eligibility?				Yes		

As shown in Table 1 above, the aggregate equalized assessed value (EAV) of the Project Area increased at an annual rate that is less than the balance of the municipality in 3 of the past 5 years.

Based on this assessment, decline in equalized assessed value is a qualifying factor towards designation of the Project Area as a 'conservation area'.

PART III: ELIGIBILITY FINDINGS OF VACANT (UNIMPROVED) LAND

Vacant (unimproved) land is subject to specific eligibility criteria which are different than the criteria for developed (improved) land. Section 5/11-74.4-2 defines the criteria for vacant land. The following criteria have been found to be present, widespread to a meaningful extent, and reasonably distributed throughout the vacant part of the redevelopment area.

The Project Area includes **15 unimproved parcels**. The Project Area includes several large vacant (unimproved) parcels, extensive, unimproved rights-of-way. Some properties contain wetlands. These properties qualify under the vacant land standards (65 ILCS 5/11-74.4-2) established in the Act under the following factors:

1. ***Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.***

South of Lake Street, at the westernmost corner of the Project Area (pictured below), three parcels under common ownership exhibit obsolete platting. One (06-27-403-006) is a long, extremely narrow parcel adjacent to an existing residential neighborhood to the west and is by itself undevelopable. Another parcel (06-27-403-019) has no roadway access. The third parcel (06-27-403-018), at just over one acre, has had little incentive to develop on its own. The larger adjacent properties to the east within the Project Area are under different ownership. With significant uncertainty over the years of roadway development and obsolete platting, private development has not occurred and is unlikely to occur without intervention.



Source: Cook County Viewer, showing 2024 parcel lines in lime green.

The largest acreage of unimproved land is located west of Oak Avenue, south of Lake Street (pictured below). This land is comprised of four parcels under multiple ownership and a large, irregularly shaped portion of the land is designated as ROW, owned by IDOT.



Source: Cook County Viewer, showing 2024 parcel lines in lime green.

Lake Street functions as an arterial, carrying an estimated 35,700 – 35,900 vehicles per day. Within the project area, several roadways function as collectors, sending traffic to Lake Street. North / south vehicular traffic through the area using Bartlett Road and North Oak Avenue, inter-connecting via Lake Street. The realignment of Oak Avenue to connect it more directly to Bartlett Road is a key recommendation of the Village's Comprehensive Plan and an important element of the plans for Lake Street (and Elgin-O'Hare Expressway) improvements, but there have been no State efforts to complete the Elgin-O'Hare Expressway nor has the Village funded any such realignment pending IDOT's go/no go decision on the Expressway.

Between 2003 and 2004, the previously platted but yet undeveloped properties planned along an extension of Ford Lane (which would have connected to N. Oak Avenue) were consolidated as part of Illinois Department of Transportation (IDOT) right of way in preparation for future Elgin-O'Hare Expressway connections. Ultimately, IDOT developed the Eastern portion of the planned IL-390 Elgin-O'Hare Expressway, which connects to Lake Street further east in Hanover Park, therefore making the land acquired by IDOT within the Project Area no longer required for such roadway or highway-supporting stormwater management. While the IDOT held the land, no new development and little property reinvestment has occurred on adjacent properties not owned by IDOT but influenced on the potential existence of the Highway. The uncertainty of the highway improvement put these properties in limbo and has contributed to the disinvestment and deterioration and value of properties within the study area.

The Village has encouraged IDOT to either make the originally planned improvements or to relinquish the properties to allow for rational use and redevelopment. As a result, IDOT has committed to vacating those portions of its property that are currently designated as wetland or floodplain to a public entity to protect them from the impact of development of adjacent

property and has indicated its willingness to sell the remaining developable portion of its property at fair market value once the Oak Avenue realignment is complete.



Source: Cook County Viewer, showing 2003 parcel lines

Two parcels (06-35-100-003 and 06-35-100-053) also exhibit obsolete platting as they are irregularly shaped, both smaller than 1 acre, and provide extremely limited depth for modern development standards. The larger of the two does not have any existing curb cuts and therefore no direct road access.



2. **Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.**

As evidenced in the above eligibility analysis for improved properties within the Project Area, site and structure deterioration is a contributing criterion observed on properties adjacent vacant, unimproved land.

3. ***When compared to the Equalized Assessed Value (EAV) of the Village as a whole (excluding the project area) the project area is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available.***

Table 2: Equalized Assessed Values for Project Area

	Project Area EAV	% Change	Total EAV of Village (excluding project area)	Percent Change of EAV	Consumer Price Index (CPI)	Percent Change of CPI
2018	\$4,221,486	-1.0%	\$1,094,174,425	1.74%	251.107	2.44%
2019	\$5,751,069	26.6%	\$1,160,886,115	6.10%	255.657	1.81%
2020	\$5,949,684	3.3%	\$1,186,442,964	2.20%	258.811	1.23%
2021	\$5,720,930	-4%	\$1,176,079,854	-0.87%	270.97	4.70%
2022	\$5,354,287	-6.8%	\$1,328,319,233	12.94%	292.655	8%
2023	\$5,970,853	10.3%	\$1,503,218,079	13.17%	304.7	4%
Contributing to Eligibility?				Yes		

As shown in Table 2 above, the aggregate equalized assessed value (EAV) of the Project Area increased at an annual rate less than the balance of the community for 3 of the past 5 years.

Based on this assessment, decline in equalized assessed value is a qualifying factor towards designation of the Project Area as a 'blighted area'.

PART IV: CONCLUSION

Based on the findings contained herein, the Project Area qualifies for eligibility as a “redevelopment project area”.

Based on the findings contained herein, **improved land** within the Project Area qualifies as ‘blighted area’ in accordance with the criteria established in the Act, based on the predominance of buildings within the Project Area being older than 35 years in age, and the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Dilapidation;
2. Deterioration;
3. Excessive Vacancies;
4. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years; and
5. Lack of Community Planning.

In addition, the documented extent of parcels exhibiting characteristics of the following factors contribute to the overall eligibility of the Project Area:

1. Environmental Remediation Costs

Based on the findings contained herein, **unimproved land** within the Project Area qualifies as a ‘blighted area’ in accordance with the criteria established in the Act, based documented extent of parcels exhibiting characteristics of the following major contributing factors:

4. Obsolete platting of vacant land;
5. Deterioration of structures or site improvements in neighboring areas; and
6. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years.

Together, the documented characteristics of improved and unimproved land contribute to the eligibility of the Project Area as a ‘blighted area’. All of these characteristics point towards the need for designation of the Project Area as a ‘blighted area’ to be followed by public intervention in order that redevelopment might occur.



Agenda Item Executive Summary

AGENDA ITEM: Lake Street TIF - Designating the Lake Street Corridor BOARD OR COMMITTEE: Board
Redevelopment Project Area

BUDGET IMPACT

Amount \$N/A Budgeted \$N/A

Fund: N/A Corresponding Activity Measures: Establish the TIF district

EXECUTIVE SUMMARY

The Village's strategic plan has a short term goal of establishing a TIF District along Lake Street. The Joint Review Board unanimously recommended approval of proposed TIF on August 16, 2024 and the public hearing was held on August 20, 2024.

The attached ordinance designates the Lake Street Corridor Redevelopment Project Area.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue process for establishing a TIF district along Lake Street

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
 Resolution
 Ordinance - Move to approve Ordinance 2024-___ An Ordinance Designating the Lake Street Corridor Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
 Motion

Staff: Kristy Stone, PDS Director

Date: August 28, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-073

DATE: August 28, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director 

RE: **Lake Street Corridor Tax Increment Financing District - Designation**

Ordinance #2024-64 proposed the approval of a redevelopment plan and project for, and the designation of, the Lake Street Corridor Redevelopment Project Area, the adoption of tax increment financing, convened a Joint Review Board, and scheduling the public hearing.

The Joint Review Board reviewed the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan at their July 18, 2024 and continued their review until their August 16, 2024 meeting. The Joint Review Board **unanimously recommended approval** of the Redevelopment Plan and Project for the Lake Street Corridor Redevelopment Project Area.

The Village Board held a public hearing on the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan on August 20, 2024.

In accordance with State Statute, an ordinance designating the Lake Street Corridor Redevelopment Project Area is attached.

**THE VILLAGE OF BARTLETT
COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2024 - ____

**AN ORDINANCE DESIGNATING THE
LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA
PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT**

This 3rd day of September, 2024

Published in pamphlet form by the authority of the President
and Board of Trustees of the Village of Bartlett on September 3, 2024

ORDINANCE NO. 2024 - ____

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, THAT:

**AN ORDINANCE DESIGNATING THE
LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA
PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

It is desirable and in the best interest of the citizens of the Village of Bartlett ("**Village**") to use tax increment allocation financing to promote redevelopment activities in an area to be designated in this Ordinance as the Lake Street Corridor Project Area ("**RPA**"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("**Act**").

The Corporate Authorities have by ordinance approved the RPA Plan and Project and it is now necessary and desirable to designate the RPA as a redevelopment project area pursuant to the Act.

Section 2. AREA DESIGNATED.

The Lake Street Corridor Redevelopment Project Area, legally described in **Exhibit A** attached to and, by this reference made a part of this Ordinance, shall be and is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the RPA is described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance. The RPA is depicted in **Exhibit C** attached to and, by this reference, made a part of this Ordinance.

Section 3. INVALIDITY OF ANY SECTION.

If any section, paragraph, or provision of this Ordinance is held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision will not affect any of the remaining provisions of this Ordinance.

Section 4. SUPERSEDER.

All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication in the manner required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, this 3rd day of September, 2024

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 2024- _____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD;

THENCE NORTHEASTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARTLETT ROAD:

THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE;

THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARTLETT ROAD;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD TO A POINT ON SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET SOUTHEASTERLY OF SAID CENTERLINE OF BARTLETT ROAD, AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20):

THENCE SOUTHWESTERLY ALONG A LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS DOCUMENT NUMBER 16825886;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603;

THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917;

THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682;

THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE;

THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1976 AS DOCUMENT NUMBER 23570435;

THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE;

THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE;

THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27 IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF,

SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;
 THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34;
 THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734;
 THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.
 EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
 THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
 COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
 THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING;
 THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY;
 THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34;
 THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET;
 THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING

PINs and Addresses:

06-26-302-012	125 E Lake St
06-26-302-013	105 E Lake St
06-26-302-014	225 E Lake St
06-27-403-006	140 W Lake St
06-27-403-013	555 W Lake St
06-27-403-015	575 W Lake St
06-27-403-016	600 W Lake St
06-27-403-018	145 Lake St
06-27-403-019	138 Lake St
06-27-403-020	651 W Lake St

06-27-404-001	409 W Lake St
06-27-404-002	407 W Lake St
06-27-404-003	405 W Lake St
06-34-205-034	275 N Oak Ave
06-35-100-003	380 E Lake St
06-35-100-022	365 E Lake St
06-35-100-023	375 E Lake St
06-35-100-046	251 N Eastern Ave
06-35-100-048	355 E Lake St
06-35-100-049	355 E Lake St
06-35-100-050	300 E Taylor Ave
06-35-100-051	345 E Lake St
06-35-100-053	28 E Lake St
06-35-100-065	249 E Lake St
06-35-100-066	253 E Lake St
06-26-304-002	251 E Lake St
06-26-304-003	245 E Lake St
06-26-304-004	231 E Lake St

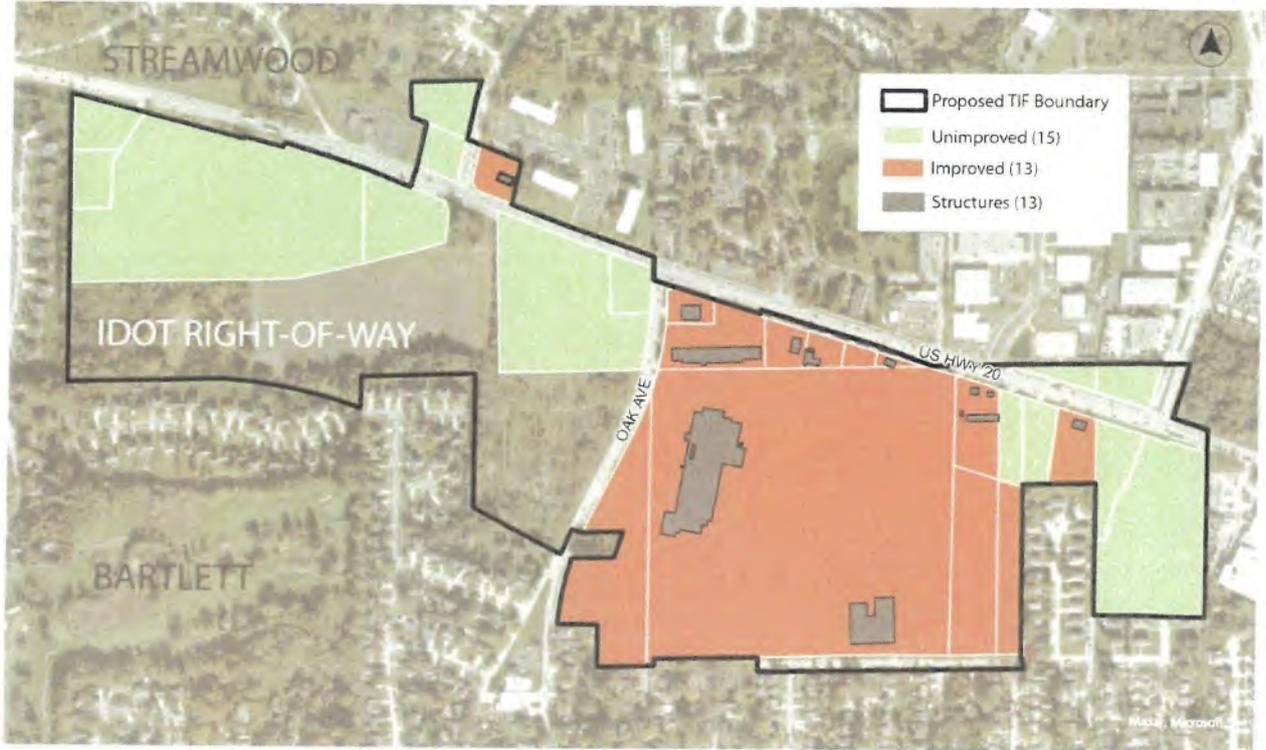
EXHIBIT B

General Redevelopment Project Area Description

The Lake Street Corridor Redevelopment Project Area comprises twenty-eight (28) parcels of land, totaling approximately one-hundred and fifty-four (154) acres in area, along the northern and southern sides of Lake Street within the Village of Bartlett, roughly between Lela Lane and Hale Avenue.

EXHIBIT C

Map of Redevelopment Project Area





Agenda Item Executive Summary

AGENDA ITEM: Lake Street TIF – Adopting Tax Increment Allocation for the BOARD OR COMMITTEE: Board
Lake Street Corridor Redevelopment Project Area

BUDGET IMPACT

Amount \$N/A Budgeted \$N/A

Fund: N/A Corresponding Activity Measures: Establish the TIF district

EXECUTIVE SUMMARY

Ordinance #2024-64 proposed the approval of a redevelopment plan and project for, and the designation of, the Lake Street Corridor Redevelopment Project Area, the adoption of tax increment financing, convened a Joint Review Board, and scheduling the public hearing.

The Joint Review Board unanimously recommended approval of proposed TIF on August 16, 2024 and the public hearing was held on August 20, 2024.

The attached ordinance adopting tax increment allocation for the Lake Street Corridor Redevelopment Project Area.

The adoption of this ordinance achieves the Village's strategic goal of establishing a TIF District along Lake Street.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue process for establishing a TIF district along Lake Street

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
 Resolution
 Ordinance – Move to approve Ordinance 2024-___ An Ordinance Adopting Tax Increment Allocation for the Lake Street Corridor Redevelopment Project Area
 Motion

Staff: Kristy Stone, PDS Director

Date: August 28, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-074

DATE: August 28, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director 

RE: **Lake Street Corridor Tax Increment Financing District – Adopting tax Increment Allocation Financing**

Ordinance #2024-64 proposed the approval of a redevelopment plan and project for, and the designation of, the Lake Street Corridor Redevelopment Project Area, the adoption of tax increment financing, convened a Joint Review Board, and scheduling the public hearing.

The Joint Review Board reviewed the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan at their July 18, 2024 and continued their review until their August 16, 2024 meeting. The Joint Review Board **unanimously recommended approval** of the Redevelopment Plan and Project for the Lake Street Corridor Redevelopment Project Area.

The Village Board held a public hearing on the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan on August 20, 2024.

In accordance with State Statute, an ordinance adopting tax increment allocation financing for the Lake Street Corridor Redevelopment Project Area.

**THE VILLAGE OF BARTLETT
COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2024 - ____

**AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING
FOR THE LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BARTLETT**

This 3rd day of September, 2024

Published in pamphlet form by the authority of the President
and Board of Trustees of the Village of Bartlett on September 3, 2024

ORDINANCE NO. 2024 - ____

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, THAT:

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE LAKE STREET CORRIDOR REDEVELOPMENT PROJECT AREA

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

It is desirable and in the best interest of the citizens of the Village of Bartlett ("**Village**") to use tax increment allocation financing to promote redevelopment activities in an area designated as the Lake Street Corridor Redevelopment Project Area ("**RPA**"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended ("**Act**").

The Village has, by ordinance duly adopted, approved a redevelopment plan and project ("**Plan and Project**") and has designated the RPA, by ordinance duly adopted, and has otherwise complied with all other requirements of the Act necessary to approve and adopt the Plan and Project, designate the RPA, and adopt tax increment allocation financing.

Section 2. TAX INCREMENT FINANCING ADOPTED.

Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the RPA legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance. The general street location for the RPA is described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance. The RPA is depicted in **Exhibit C** attached to and, by this reference, made a part of this Ordinance.

Section 3. ALLOCATION OF AD VALOREM TAXES.

The ad valorem taxes, if any, arising from the levies upon taxable real property in the RPA by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the RPA shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the RPA shall be allocated to and when collected shall be paid to the municipal treasurer, who shall deposit said taxes into a special fund, hereby created, and designated the "Lake Street Corridor

Redevelopment Project Area Special Tax Allocation Fund" of the Village and such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 4. INVALIDITY OF ANY SECTION.

If any section, paragraph, or provision of this Ordinance is held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision will not affect any of the remaining provisions of this Ordinance.

Section 5. SUPERSEDER.

All ordinances, resolutions, motions, or orders in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication in the manner required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, this 3rd day of September, 2024

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 2024- _____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Legal Description

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD;

THENCE NORTHEASTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARTLETT ROAD:

THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE;

THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARTLETT ROAD;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD TO A POINT ON SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET SOUTHEASTERLY OF SAID CENTERLINE OF BARTLETT ROAD, AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20):

THENCE SOUTHWESTERLY ALONG A LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS DOCUMENT NUMBER 16825886;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603;

THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917;

THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682;

THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE;

THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1976 AS DOCUMENT NUMBER 23570435;

THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE;

THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE;

THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27 IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF,

SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;
THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34;
THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734;
THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.
EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING;
THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY;
THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34;
THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET;
THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING.

PINs and Addresses:

06-26-302-012	125 E Lake St
06-26-302-013	105 E Lake St
06-26-302-014	225 E Lake St
06-27-403-006	140 W Lake St
06-27-403-013	555 W Lake St
06-27-403-015	575 W Lake St
06-27-403-016	600 W Lake St
06-27-403-018	145 Lake St
06-27-403-019	138 Lake St
06-27-403-020	651 W Lake St
06-27-404-001	409 W Lake St

06-27-404-002	407 W Lake St
06-27-404-003	405 W Lake St
06-34-205-034	275 N Oak Ave
06-35-100-003	380 E Lake St
06-35-100-022	365 E Lake St
06-35-100-023	375 E Lake St
06-35-100-046	251 N Eastern Ave
06-35-100-048	355 E Lake St
06-35-100-049	355 E Lake St
06-35-100-050	300 E Taylor Ave
06-35-100-051	345 E Lake St
06-35-100-053	28 E Lake St
06-35-100-065	249 E Lake St
06-35-100-066	253 E Lake St
06-26-304-002	251 E Lake St
06-26-304-003	245 E Lake St
06-26-304-004	231 E Lake St

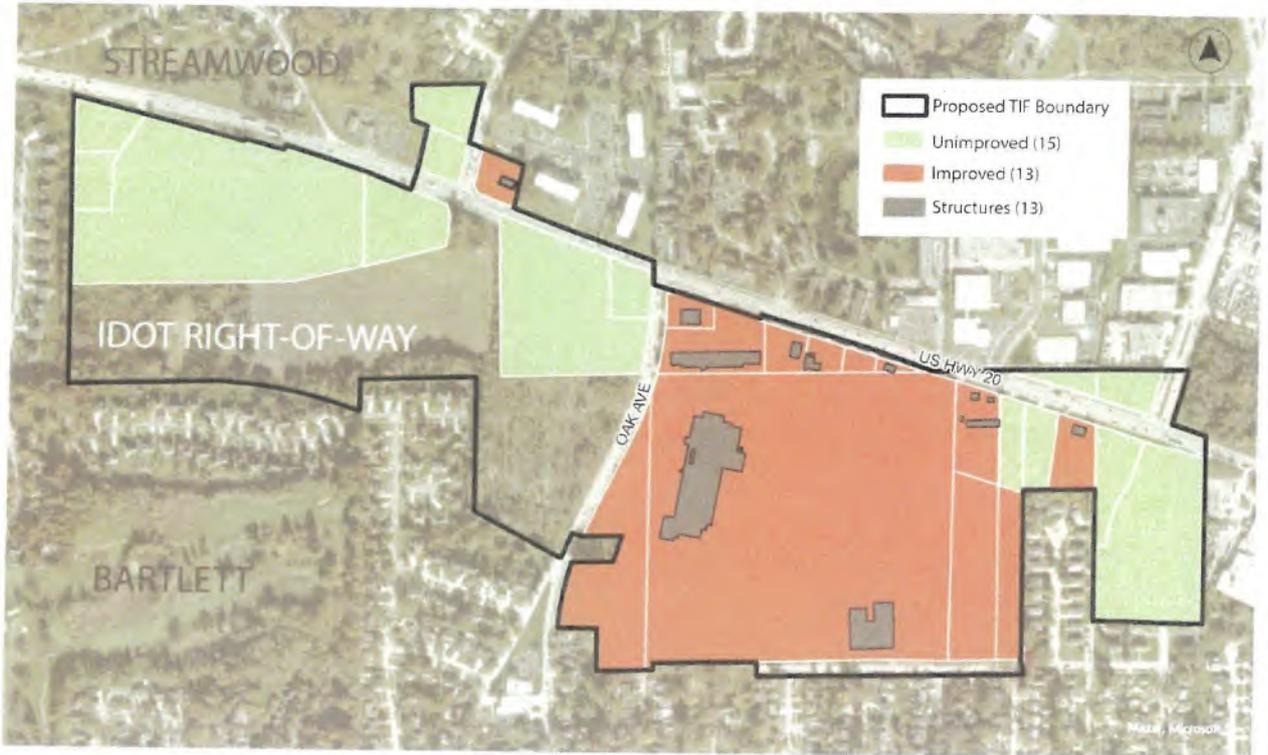
EXHIBIT B

General Redevelopment Project Area Description

The Lake Street Corridor Redevelopment Project Area comprises twenty-eight (28) parcels of land, totaling approximately one-hundred and fifty-four (154) acres in area, along the northern and southern sides of Lake Street within the Village of Bartlett, roughly between Lela Lane and Hale Avenue.

EXHIBIT C

Map of Redevelopment Project Area





Agenda Item Executive Summary

AGENDA ITEM: North Ave. Car Show Road Closure Request BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

Ignite the Courage is requesting a permit to allow for the closure of North Avenue from Oak Avenue to Elroy Avenue for the hours of 7:00 a.m. to 4:30 p.m. on Sunday September 22nd for their North Ave. Car Show Event.

The organization would like to host their annual car show from 8:00 a.m. to 4:00 p.m. Cars will enter off of N. Eastern Ave. and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. Ignite the Courage has reached out to the residents directly affected by the road closure and have not received any negative feedback.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 08/23/2024

Request Letter

Road Closure Map

Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the road closure request for the North Ave. Car Show, for Sunday September 22, 2024 from 7:00 a.m. to 4:30 p.m. on North Ave. from Oak Ave. to Elroy Ave.

Staff: Samuel Hughes, Assistant to the Village Administrator

Date: 08/23/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 08/23/2024
Re: North Ave. Car Show Road Closure Request

Ignite the Courage is requesting a permit to allow for the closure of North Ave. between Oak Ave. and Elroy Ave. between the hours of 7:00 a.m. and 4:30 p.m. on Sunday, September 22nd for their North Ave. Car Show Event.

The organization would like to host their annual car show from 8:00 a.m. to 4:00 p.m. Cars will enter off of N. Eastern Ave. and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. Ignite the Courage has reached out to the residents directly affected by the road closure and have not received any negative feedback.

Attached, you will find a letter from the requester, a map of the road closure and the appropriate certificate of insurance are attached. The certificate of insurance has been submitted and approved by the Village attorney.

Motion

I move to approve the road closure request for the North Ave. Car Show, for Sunday, September 22, 2024 from 7:00 a.m. to 4:30 p.m. on North Ave. from Oak Ave. to Elroy Ave.



234 N. Oak Ave
Bartlett, IL 60103
224.385.4572

IGNITETHECOURAGE.ORG

August 23, 2024

Village Board of Trustees
228 S. Main St
Bartlett, IL 60103

Dear Village Board of Trustees,

We are requesting the closure of North Ave for the purpose of hosting our annual North Ave Car Show. The North Ave Car Show will take place on Sunday, September 22nd from 8 am to 4pm.

Last year, the car show was a great success. The car show had the largest turnout we ever had with nearly 200 cars lining the street. The location of the car show is a big reason for this following. We receive several compliments from participants each year who love the quaint, tree lined street.

We are asking to host the North Ave Car Show once again at its namesake location. Along with the car show, we will be utilizing the park and log cabin to host a pancake breakfast and craft show for car show participants and patrons. We have already received approval from the Bartlett Park District to use the park.

We are requesting to have the North Ave closed from 7 am to 4 pm between Oak Ave and Elroy Ave. Cars will enter off N. Eastern Ave and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. We will once again contact the residences to provide them a heads up about the upcoming show and will make certain that their driveways are not blocked by participants the day of the show. Thank you for taking the time to review our request.

Sincerely,

Nick McLeod

Event Director

NORTH AVE CAR SHOW

SUNDAY, SEPTEMBER 22, 2024

-  CAR SHOW FESTIVITIES
-  Road Closed 7 AM - 4 PM
-  Detour Route 7 AM - 4 PM
-  Free parking at METRA lots
-  No parking this side of street





Agenda Item Executive Summary

AGENDA ITEM: Ignite the Courage Class D liquor license application BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

Ignite the Courage has applied for a Class D liquor license for their North Ave. Car Show on September 22, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The North Ave. Car Show will be located at Bartlett Park with vehicles being parked along North Avenue.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 08/22/2024

Class D Application

Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on September 22nd, 2024.

Staff: Samuel Hughes, Assistant to the Village Administrator

Date: 08/22/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: August 22, 2024
Re: Ignite the Courage Class D liquor license application

Ignite the Courage has applied for a Class D liquor license for their North Ave. Car Show event on September 22, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The North Ave. Car Show will be located at Bartlett Park with vehicles being parked along North Avenue.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on September 22nd, 2024.



Village of Bartlett, IL

August 22, 2024

LQD-24-1

Liquor License Class D

Status: Active

Submitted On: 4/22/2024

Primary Location

102 N EASTERN AVE
BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT
696 W STEARNS RD
BARTLETT, IL 60103-4504

Applicant

Nick McLeod
 847-845-6226
 nmcleod@ignitethecourage.org
 234 N. Oak Ave
Bartlett, IL 60103

Organization Information

Name of organization*

Ignite the Courage

Mailing address of organization*

234 N. Oak Ave

Organization Phone Number*

2243854572

Is this event going to be held for more than one day?

*

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event*

09/22/2024

Last Date of Event*

09/22/2024

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event*

0900

End time of event*

1600

Description of area to be utilized for the special event*

Bartlett Park

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

I hereby certify that as the applicant, I* am the president of the organization.

Nicholas P McLeod
Apr 22, 2024



IGNITHE-01

TAYCH01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

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

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

PRODUCER Arachas Group LLC 852 W. Bartlett Road Bartlett, IL 60103	CONTACT NAME: PHONE (A/C, No, Ext): (630) 289-4410 FAX (A/C, No): (630) 289-7726 E-MAIL ADDRESS: certificates@arachasgroup.com														
INSURED Ignite the Courage 234 North Oak Avenue Bartlett, IL 60103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : West Bend Mutual Insurance Company</td> <td style="text-align: center;">15350</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West Bend Mutual Insurance Company	15350	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B736257	6/17/2024	6/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Liquor Liability			B795876	9/22/2024	9/22/2024	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Ignite the Courage - Car Show - 102 N. Eastern Ave., Bartlett, IL 60103

The Village of Bartlett, its Local Liquor Control Commissioner, its President, and Board of Trustees, all of its elected and appointed officials, employees, and any volunteer while acting on behalf of the Village and Bartlett Park District are included as additional insured regarding general liability for the Ignite the Courage - Car Show - 102 N. Eastern Ave., Bartlett, IL 60103 including set up and tear down of the events.

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett
 228 S. Main St.
 Bartlett, IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Agenda Item Executive Summary

AGENDA ITEM: Oktoberfest Class D liquor license application BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

The Bartlett Oktoberfest Foundation has applied for a Class D liquor license for their Oktoberfest event on September 27-28, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The Oktoberfest event will be located at Leiseberg Park.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 08/22/2024

Class D Application

Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application submitted by the Bartlett Oktoberfest Foundation for an event on September 27-28, 2024.

Staff: Samuel Hughes, Assistant to the Village Administrator

Date: 08/22/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: August 22, 2024
Re: Oktoberfest Class D liquor license application

The Bartlett Oktoberfest Foundation has applied for a Class D liquor license for their Oktoberfest event on September 27-28, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The Oktoberfest event will be located at Leiseberg Park.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by the Bartlett Oktoberfest Foundation for an event on September 27-28, 2024.



Village of Bartlett, IL

August 22, 2024

LQD-24-7

Liquor License Class D

Status: Active

Submitted On: 8/13/2024

Primary Location

325 E DEVON AVE
BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT
696 W STEARNS RD BARTLETT,
IL 60103-4504

Applicant

Suzanne Sias
 [Redacted]
 [Redacted]@gmail.com
 [Redacted] Drive
Bartlett, IL 60103

Organization Information

Name of organization*

Bartlett Oktoberfest Foundation

Mailing address of organization*

[Redacted] Drive, Bartlett

Organization Phone Number*

7732035068

Is this event going to be held for more than one day?

*

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event*

09/27/2024

Last Date of Event*

09/28/2024

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event*

4:00 pm

End time of event*

10:30 pm

Description of area to be utilized for the special event*

Leiseberg Park

[Redacted]

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

[Redacted]

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

I hereby certify that as the applicant, I* am the president of the organization.

✔ Suzanne Sias
Jun 24, 2024



Agenda Item Executive Summary

AGENDA ITEM: Class A Liquor License - Straight Flush BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ Budgeted \$

Fund: Corresponding Activity Measure:

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 08/23/2024
Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2024-____ an Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

Staff: Samuel Hughes, Assistant to the Village Administrator

Date: 08/23/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 08/23/2024
Re: Liquor License Creation Class A

Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2024-_____ an Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 3, 2024

APPROVED: September 3, 2024

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 2024-_____ enacted on September 3, 2024 and approved on September 3, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Ordinance establishing membership in the Intergovernmental Personnel Benefit Cooperative (IPBC)

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ Budgeted \$

Fund: General

Corresponding Activity Measure: Employee Group Insurance

EXECUTIVE SUMMARY

As presented at the last Committee of the Whole meeting, the Village Board must adopt an ordinance authorizing the acceptance of the contract and by-laws document of the Intergovernmental Personnel Benefit Cooperative and authorizing membership in the IPBC by the Village of Bartlett.

The membership of the Village of Bartlett will be up for consideration before the IPBC Executive Board on September 12, 2024. Prior to that meeting the Village Board must approve the ordinance as the last step for consideration.

The attached Ordinance must be adopted prior to the Village of Bartlett being accepted into the IPBC.

ATTACHMENTS

Memo

Ordinance 2024-

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to Enhance and Improve Efficiency of Service Delivery Methods and Approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2024-_____, an ordinance establishing membership in the Intergovernmental Personnel Benefit Cooperative (IPBC)

Staff: Janelle Terrance, Human Resources Director

Date:

August 26, 2024

Memorandum

To: Paula Schumacher, Village Administrator
From: Janelle Terrance, Human Resources Director
Date: August 26, 2024
Re: Intergovernmental Personnel Benefits Cooperative (IPBC)

As presented at the last Committee of the Whole meeting, the Village Board must adopt an ordinance authorizing the acceptance of the contract and by-laws document of the Intergovernmental Personnel Benefit Cooperative and authorizing membership in the IPBC by the Village of Bartlett.

This memo outlines the criteria and considerations for a municipality, specifically the Village of Bartlett, to be considered for membership in the IPBC (Intergovernmental Personnel Benefit Cooperative).

The IPBC values controlled growth that benefits both its membership and its structure, and it supports a policy of selective membership growth to ensure that new members are integrated without disrupting services to existing members.

Key points include:

1. **Approval Authority:** The Executive Board has the authority to approve new members based on recommendations from the Executive Director and within the guidelines set by IPBC policies and by-laws.
2. **Evaluation Factors:**
 - **Bond Rating:** A municipality should have a bond rating of at least an "A" from a recognized financial agency.
 - **Effective Leadership:** Preference is given to entities with stable government histories and qualified staff.
 - **Long-Term Stability:** Familiarity with IPBC, including previous participation in the IPBC or similar health pools.

- Participation in other intergovernmental organizations or cooperatives.
- An understanding and agreement with the pooling concept, emphasizing collective responsibility.
- A willingness to actively participate in IPBC governance.

These factors help the IPBC determine whether a new member is likely to contribute positively to the cooperative while aligning with its values and operational standards.

The membership of the Village of Bartlett will be up for consideration before the IPBC Executive Board on September 12, 2024. Prior to that meeting the Village Board must approve the ordinance as the last step for consideration.

**MOTION: I move to approve Ordinance 2024-
_____, an ordinance establishing
membership in the Intergovernmental
Personnel Benefit Cooperative (IPBC)**

ORDINANCE 2024 - _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE CONTRACT AND BY-LAWS DOCUMENT OF THE INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE AND AUTHORIZING MEMBERSHIP IN THE IPBC BY THE VILLAGE OF BARTLETT

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, a number of Illinois local governments have entered into an intergovernmental agreement and created the Intergovernmental Personnel Benefit Cooperative ("IPBC"); and

WHEREAS, the IPBC has existed for several decades, and has provided benefit coverages for the officers and employees of many Illinois local governments; and

WHEREAS, this Village wishes to become a Member of the IPBC; and

WHEREAS, the obligation of membership requires the acceptance by the Corporate Authorities of the Village of the Contract and By-Laws document of the IPBC as an intergovernmental contractual obligation to which the Village will become bound.

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

SECTION 1: The Village of Bartlett, as of the starting date at which admission to membership was or is granted by the IPBC Executive Board, shall become a Member of that intergovernmental cooperative.

SECTION 2: The terms and conditions of that membership shall be such terms and conditions as were imposed by the Executive Board of the IPBC in the acceptance motion, and the contractual obligations under the terms of the Contract and By-Laws of the IPBC as such document currently exists and as it may be amended in accordance with its terms. The Village of Bartlett assumes such terms and conditions.

SECTION 3: The Village President of the Village of Bartlett, or such other officer, as shall be authorized, is directed to execute any documents necessary to indicate the membership of the Village of Bartlett in the IPBC.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form, if required by law.

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 2024- _____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: New Stop Sign Locations

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ N/A Budgeted \$ N/A

Fund: N/A Corresponding Activity Measure: Signs/Banners Made

EXECUTIVE SUMMARY

Due to resident safety concerns, The Police and Public Works Departments have reviewed the intersections at the locations referenced below for a potential stop sign location to increase safety. Based on Staff review the following changes would need to be made. A map is attached for reference.

Through Streets - The following intersections will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:

Ridgemoore Drive & Norwich Drive
Driftwood Lane & Heather Lane

Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.

ATTACHMENTS (PLEASE LIST)

Memo, Location Map, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain or Enhance Village Standards for Service Delivery

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS

Staff: Tyler Isham, Assistant Director of Public Works

Date: August 26, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **New Stop Sign Locations**
Date: August 26, 2024

BACKGROUND

Due to resident safety concerns, The Police and Public Works Departments have reviewed the intersections at the locations referenced below for a potential stop sign location to increase safety. Based on Staff review the following changes would need to be made. A map is attached for reference.

Through Streets – The following intersection will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:

Ridgemore Drive & Norwich Drive
Driftwood Lane & Heather Lane

RECOMMENDATION

Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.

MOTION

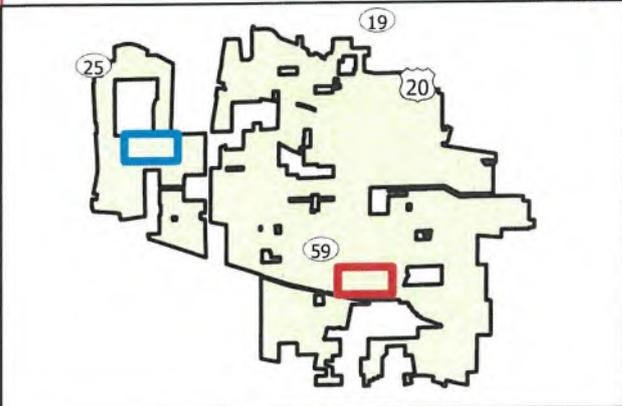
MOTION TO APPROVE ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS



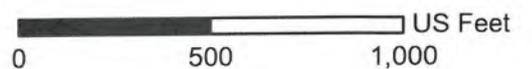
Ridgemoor Drive and Norwich Drive
(Signs would be located on Ridgemoor Drive)



Driftwood Lane and Heather Lane
(Signs would be located on Driftwood Lane)



Stop Sign Locations - August, 2024



Ordinance # 2024-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS**

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

SECTION ONE: That Section 6-11-1204.1: Schedule I, Through Streets, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Ridgemoore Drive & Norwich Drive
Driftwood Lane & Heather Lane

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 3, 2024

APPROVED: September 3, 2024

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 2024-____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Morse and Prospect New Yield Sign Location BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
Fund: N/A	Corresponding Activity Measure: Signs/Banners Made		

EXECUTIVE SUMMARY

Staff recommends adding the below referenced intersection to the "yield right-of-way" intersections:

Ridgemore Drive at Cedarfield Drive
Ridgemore Drive at Carroll Way

Staff recommends amending Section 6-11-1204.3: Schedule III, Yield Right-Of-Way Intersections to include the area referenced above.

ATTACHMENTS (PLEASE LIST)

Memo, Location Map, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.3: SCHEDULE III, YIELD RIGHT-OF-WAY INTERSECTIONS

Staff: Tyler Isham, Assistant Director of Public Works

Date: August 26, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Ridgemore Yield Signs
Date: August 26, 2024

BACKGROUND

Due to resident safety concerns, The Police and Public Works Departments have reviewed the intersections at the locations referenced below for a potential yield sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Yield Right-of-Way Intersections – The following intersection will be designated as yield right-of-way streets. Yield signs will be installed at the following intersection:

Ridgemore Drive at Cedarfield Drive
Ridgemore Drive at Carroll Way

RECOMMENDATION

Staff recommends amending Section 6-11-1204.3: Schedule III, Yield Right-Of-Way Intersections to include the area referenced above.

MOTION

MOTION TO APPROVE ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.3: SCHEDULE III, YIELD RIGHT-OF-WAY INTERSECTIONS



VILLAGE OF BARTLETT
 228 S MAIN STREET
 BARTLETT, IL 60103

DESIGN BY	##	#	DATE	REVISION
DRAWN BY	##			
CHECKED BY	##			
APPROVED BY	##			

WESTRIDGE SIGN EXHIBIT
 BARTLETT, IL

SHEET # OF #
 SCALE NTS

Ordinance # 2024-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1204.3: SCHEDULE III, YIELD RIGHT-OF-WAY
INTERSECTIONS**

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

SECTION ONE: That Section 6-11-1204.3: Schedule III, Yield Right-of-Way Intersections, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Ridgemore Drive at Cedarfield Drive
Ridgemore Drive at Carroll Way

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 3, 2024

APPROVED: September 3, 2024

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 2024-____ enacted on September 3, 2024, and approved on September 3, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Village Hall Electric Vehicle Charging
Stations Design-Build Project

AGENDA ITEM: Agreement

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 234,000

Budgeted \$ 250,000

Fund: Metra Grant &
General Fund

Corresponding Activity Measure: Budget & Implement Downtown Streetscape Beautification & Landscaping

EXECUTIVE SUMMARY

Last year we properly abandoned wells 1 & 2 north of the Village Hall public parking lot. This allows us to demolish the well house and add parking. As we looked into the parking, we also looked at the opportunity to add electric vehicle charging stations which would provide 4 spaces (3 regular & 1 handicap) in the center of our downtown. We are also pursuing a ComEd grant that would reimburse us ~\$5,300/charging station.

We believe the best option for successfully completing the project which includes demolition and electric charging stations is the design-build option. We discussed the scope and believe their proposal includes everything needed for a design-build contract.

RECOMMENDATION

Staff recommend awarding the design-build agreement to Burke, LLC.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue the business recruitment strategy to attract development to invest in the downtown area and provide options for businesses to locate to Bartlett.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, A RESOLUTION APPROVING THE VILLAGE HALL ELECTRIC VEHICLE CHARGING STATIONS DESIGN-BUILD AGREEMENT WITH BURKE, LLC.

Staff: Dan Dinges, Director of Public Works

Date:

August 22, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Village Hall Electric Vehicle Charging Stations Design-Build Project Agreement
Date: August 22, 2024

Last year we properly abandoned wells 1 & 2 north of the Village Hall public parking lot. This allows us to demolish the well house and add parking. As we looked into the parking, we also looked at the opportunity to add electric vehicle charging stations which would provide 4 spaces (3 regular & 1 handicap) in the center of our downtown. We are also pursuing a ComEd grant that would reimburse us ~\$5,300/charging station.

We believe the best option for successfully completing the project which includes demolition and electric charging stations is the design-build option. We discussed the scope and believe their proposal includes everything needed for a design-build contract.

RECOMMENDATION:

Staff recommend awarding the design-build agreement to Burke, LLC.

MOTION: I move to approve Resolution 2024-_____, A RESOLUTION APPROVING THE VILLAGE HALL ELECTRIC VEHICLE CHARGING STATIONS DESIGN-BUILD AGREEMENT WITH BURKE, LLC.

RESOLUTION 2024 - _____

A RESOLUTION APPROVING THE VILLAGE HALL ELECTRIC VEHICLE CHARGING STATIONS DESIGN-BUILD AGREEMENT WITH BURKE, LLC.

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

SECTION ONE: The Agreement for Professional Engineering Services and Construction between the Village of Bartlett and Burke, LLC. dated August 15, 2024 (the "Agreement") for the Village Hall Electric Vehicle Charging Stations Design-Build (the "Project Work"), in the amount of \$234,000 as set forth in the agreement attached hereto and incorporated herein, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 20, 2024

APPROVED: August 20, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, 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 2024 - _____ enacted on August 20, 2024 and approved on August 20, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: **Village Hall Parking and EV Chargers**

CONTRACT DATE: August 15, 2024

CONSTRUCTION (Scope of Work)	\$	179,000.00
CONSTRUCTION ALLOWANCE	\$	15,000.00
DESIGN & CONSTRUCTION MANAGEMENT	\$	35,000.00
GENERAL CONDITIONS (Insurance & Bonds)	\$	<u>5,000.00</u>
GUARANTEED MAXIMUM PRICE:	\$	234,000.00

SUBSTANTIAL COMPLETION DATE: TBD based on NTP and lead times of equipment

SCOPE OF WORK

BASE WORK

- Demolition of existing well pump house.
- Grading and excavation.
- Concrete flatwork and curb and gutter.
- HMA paving for new parking.
- Furnish and Install two Level 2 EV chargers.
- Electrical work for EV chargers.
- New EV charger electrical control panel.
- Connection to existing 480-volt outdoor panel.

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below. It is understood, acknowledged and agreed by the parties that the relationship of the Construction Manager to the Owner arising out of this Contract shall be that of an independent contractor. Neither Construction Manager, nor any employee or agent of Construction Manager, is an employee, partner, joint venturer, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans and Specifications, including any Addenda thereto.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is the **Village of Bartlett**, Illinois, an Illinois municipal corporation.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.7 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work and provide such schedule to the Owner. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to diligently comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager shall provide reasonable assistance to the Owner relative to the Owner's obligation to secure the permits necessary for construction of the Project, as set forth in Art. 6.1.3, below.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.

906418.4

3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Construction Manager arising out of the performance of the Work by the Construction Manager. The Construction Manager hereby agrees to indemnify and hold harmless the Owner, its elected and appointed officials, officers, agents, representatives, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, whether by direct suit or third parties, due to the negligent or willful act or omission of the Construction Manager arising in or in consequence of the performance of this work by the Construction Manager. The Construction Manager shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Owner, its officials, agents and employees, in any such action, the Construction Manager shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Construction Manager to indemnify the Owner, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Construction Manager under and by virtue of the contract as shall be deemed necessary by the Owner for the payment thereof, may be retained by the Owner for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Construction Manager's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Owner, its employees or agents shall be deemed a waiver by the Owner of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.

3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.

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- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

- 3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to the Prevailing Wage Act (820 ILCS 130/), or "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. Any increase in costs to the Construction Manager due to changes in the prevailing rate of wage during the terms of this Contract shall be at the expense of the Construction Manager and Construction Manager agrees to defend, indemnify, and hold harmless the Owner from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Prevailing Wage Act.

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The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, may be reasonably required by the Owner and the Construction Manager shall promptly submit these requested documents. The Construction Manager and each subcontractor shall

preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.22 Certifications.

.1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

.2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

.3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:

.1 Publishing a statement:

.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;

.2 Specifying the actions that will be taken against employees for violations of such prohibition;

.3 Notifying the employee that, as a condition of employment on such contract, the employee will:

.1 abide by the terms of the statement; and

.2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

.2 Establishing a drug-free awareness program to inform employees about:

.1 the dangers of drug abuse in the workplace;

.2 the Construction Manager's policy of maintaining a drug-free workplace;

- .3 any available drug counseling, rehabilitation, and employee assistance program;
and
- .4 the penalties that may be imposed upon employees for drug violations;

- .3 Making it a requirement to give a copy of the statement required by subparagraph 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
- .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;
- .5 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- .6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- .7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

.4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

- .5 Human Rights Number. The Construction Manger shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.
- .6 Conflict of Interest. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that no Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of any interest in the Construction Manager; or, if the Construction Manager's stock is traded on a nationally recognized securities market, that no Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of more than one percent (1%) of the Construction Manager, but if any Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of less than one percent (1%) of such Construction Manager, the Construction Manager has disclosed to the Owner in writing the name(s) of the holder of such interest.

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- .7 Gift Ban.

- .1 At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that no officer or employee of the Owner has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Construction Manager in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and
- .2 At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that it has not given to any officer or employee of the Owner any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.
- .8 Substance Abuse Prevention. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Construction Manager is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- .9 Presidential Executive Order 13224. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Construction Manager and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- .10 Freedom of Information Act. At the time the Construction Manager was awarded this Contract, the Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Owner; and therefore, within thirty (30) days of completion of the work required of the Construction Manager under this agreement, the Construction Manager shall produce to the Owner, in electronic format, all records that directly relate to the governmental function performed by the Construction Manager under this agreement at no additional cost to the Owner; and furthermore, the Construction Manager shall review its records and promptly produce to the Owner any additional records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manager shall produce to the Owner such records within three (3) business days of a request for such records from the Owner at no additional cost to the Owner.

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work and shall manage the delivery of the work to the Owner. **The Construction Manager has specifically selected the subcontractors based on their experience with work of a similar scope and performance on past projects similar in scope. Subcontractors selected have experience with municipal demolition, parking lot construction and EV charger installation projects.** The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.
- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
- .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

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ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

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- 6.5 Owner's Representative. The Owner's Representative for this Project is Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000.00 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000.00 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by the Public Works Director and authorized by a

due and proper vote of the City Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. "Contract Time" means the measurement of time between the Execution Date, as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.

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- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

- 7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings (with the exception of the Owners Allowance balance) shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee.

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- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the

Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- .3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be

included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

.6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

(A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and

furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

.3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction

Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the

performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.

- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - .3 Costs of removal of debris from the site.
 - .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
 - .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- .5 Miscellaneous costs.
- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
 - .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
 - .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
 - .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
 - .5 Expenses and time incurred investigating potential changes in the Work.
 - .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.
 - .7 Data processing costs related to the Work.
 - .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

- .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.
- .7 Emergencies and repairs to damaged or nonconforming work.
 - .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 - .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.
- .8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".

8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.

- .1 The Cost of the Work shall not include:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.
 - .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.

.2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.

8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:

- .1 Defective work not remedied;
- .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
- .3 Failure to make payments to subcontractors for labor, materials or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
- .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:

- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
- .2 A mutually accepted, itemized lump sum;
- .3 Time and materials.

Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage and provide evidence of such insurance at Owner's request, for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
 - .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;

- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$4,000,000
Aggregate	\$4,000,000

Professional Liability

Each Occurrence	\$2,000,000
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Aggregate

\$2,000,000

- 10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 Primary Insurance. The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

- 10.5 Acceptability of Insurers. The insurance carrier(s) used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.

- 10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order.

- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as

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trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.

- 10.8 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, at the address provided on the cover page of this Contract, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 if the Work has been stopped for a sixty (60) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
- .3 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work completed and for Work partially completed.

11.2 By the Owner.

- .1 This Agreement may be terminated by the Owner upon seven (7) days' written notice to the Construction Manager, at the address provided on the cover page of this Contract, provided that, should this Agreement be terminated by the Owner, the Construction Manager shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Owner. Within five (5) days after notification and request, the Construction Manager shall deliver to the City Engineer all property, books and effects of every description in its possession belonging to the Owner.
2. This Agreement may additionally be terminated by the Owner upon seven (7) days' written notice to the Construction Manager upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If the Construction Manager violates or breaches the terms of this Agreement.
 - b. If the Construction Manager commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Construction Manager takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
 - c. If a petition is filed against the Construction Manager under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Construction Manager under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - d. If the Construction Manager makes a general assignment for the benefit of creditors;
 - e. If a trustee, receiver, custodian or agent of the Construction Manager is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Construction Manager is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Construction Manager's creditors;
 - f. If the Construction Manager admits in writing an inability to pay its debts generally as they become due.
- .3 Delivery of Documents. Upon termination, the Construction Manager shall deliver to the Owner copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Owner. In such case, the Construction Manager shall be paid for all services and any expense sustained, less all costs incurred by the Owner to have the services performed which were to have been performed by the Construction Manager.
- .4 Suspension by Owner. The Owner may, at any time, by written order to the Construction Manager (Suspension of Services Order) require the Construction Manager to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Construction Manager shall immediately comply with its terms and take all

reasonable steps to minimize the costs associated with the services affected by such order. The Owner, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.

ARTICLE 12 - DISPUTE RESOLUTION

This Agreement shall be construed under and governed by the laws of the state of Illinois; and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Two Hundred Dollars (\$200.00) for each day that the Work is late in reaching Substantial Completion.
- 13.2 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.
- 13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes, subject to the written approval of the Owner.
- 14.2 Notices. Notices to the parties shall be given at the addresses provided on the cover page of this Contract by mail or fax. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth in the cover page of this Contract during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Project Manual, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:
Village of Bartlett
 228 S. Main St.
 Bartlett, IL 60103

Contractor:
Burke, LLC
 9575 W. Higgins Road, Suite 600
 Rosemont, IL 60018

By: _____ Date: _____ By: _____ Date: _____
 Principal

Attest: _____ Date: _____ By: _____ Date: _____
 Principal



Agenda Item Executive Summary

AGENDA ITEM: Class A Liquor License - Straight Flush BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ Budgeted \$

Fund: Corresponding Activity Measure:

EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Straight Flush Inc. doing business as Straight Flush.

Straight Flush is applying for a Class A Liquor License which allows for the retail sale of beer wine and liquor for use and consumption on their premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday. Straight Flush currently holds a Class B and VC liquor license as well because they exist as a video gaming café. They will still continue to operate as a video gaming café, but they are applying in order to be able to sell full liquor.

The owner was background checked when they received their class B license in 2021, but another background check will need to be performed. The license will not be released until the background check comes back and the police review for any issues.

ATTACHMENTS (PLEASE LIST)

- Staff Memo Dated 08/23/2024
- Class A Liquor License Application
- Proof of Insurance
- Surety Bond
- Floor plan
- Corporation Info.
- Basset Training Certificate
- Letter from Police Department
- Liquor Manager Application
- Copy of Lease Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class A Liquor License application submitted by Straight Flush Inc.

Staff: Samuel Hughes, Assistant to the Village Administrator Date: 08/23/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: August 23, 2024
Re: Class A Liquor License Application

Attached for your consideration is the liquor license application submitted by Straight Flush Inc. doing business as Straight Flush at 143 E. Lake St.

Straight Flush currently holds a Class B and VC license. The Class B allows for the retail sale of beer and wine only and the VC license is needed for video gaming cafes. The Class A allows for the addition of liquor as well. Both licenses all for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and from 8:00 a.m. to 2:00 a.m. Friday and Saturday. With these changes, Straight Flush would have a Class A and VC and continue to have video gaming.

The owner was background checked when they received their class B license in 2021, but another background check will need to be performed. The license will not be released until the background check comes back and the police review for any issues.

The appropriate Suerty Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

Motion

I move to approve the Class A Liquor License application submitted by Straight Flush Inc.

August 21, 2024

Village of Bartlett, IL

LQ-24-5

Liquor License

Status: Active

Submitted On: 4/23/2024

Primary Location

143 E LAKE ST
BARTLETT, IL 60103

Owner

NORTH STAR TRUST CO
[REDACTED]
CHICAGO, IL 60661-2159

Applicant

Amir Soliman
[REDACTED]
straight.flush.2020@gmail.com
143 E Lake ST
Bartlett, IL 60103

Business Information

Do you have or have you already submitted a general business license application?*

Yes

Type of general business license* ?

Restaurant

Name of business license was issue to:*

Straight Flush

Is this a renewal or new liquor license application?*

New application

Have you or will you be applying for a video gaming license?*

Yes

A separate video gaming license application must be submitted. You must also apply for a liquor license AND either a Class V or Class VC license.

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class A and VC

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Video cafe

What is the seating capacity of venue?*

84

What is the square footage of the premises?*

2500

Do you anticipate that 30% or more of your revenue will come from gaming?*

Yes

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

LQ-24-5

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

AMIR SOLIMAN

Home address:*

143 E Lake St. Bartlett

Position held by the Liquor Manager in the business*

Owner



Has the Liquor Manager been finger printed for the purpose of this application?*

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

Yes

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

Bishoy Bahpur

Primary contact phone number*



Secondary contact*

Amir Soliman

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

AMIR SOLIMAN
Apr 23, 2024

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department. ?



I hereby certify that as the applicant, I am the owner of the business.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2024

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

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

PRODUCER Volkman Insurance Agency 161 S. Lincolnway, Suite 206 North Aurora INSURED Straight Flush Inc. 143 - 149 E. Lake Street Bartlett		CONTACT NAME: Jeff Volkman PHONE (AG, No, Ext): 630-897-8824 E-MAIL ADDRESS: jvolkmanins@gmail.com INSURER(S) AFFORDING COVERAGE INSURER A: National Specialty Insurance Company INSURER B: West Bend Mutual Insurance Company INSURER C: Covington Specialty Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 630-897-1550 NAIC #
IL 60542	IL 60103		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	XX	VBA913442 00	05/20/24	05/20/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Assault & Battery \$ Excluded COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY		No Coverage Provided			
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		No Coverage Provided			
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		No Coverage Provided			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage		LIQ232962	02/01/24	02/01/25	Coverage Limit \$2,000,000
B	Liquor License Bond		2573726	04/18/24	04/18/25	Coverage Limit \$2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 1048 Army Trail Road, Bartlett, IL 60103
When required by written contract, Village or City Ordinance, the Village of Bartlett is afforded additional insured coverage for general liability
In accordance with the Liquor policy terms and agreement, the Village of Bartlett is endorsed as an Additional Insured

CERTIFICATE HOLDER Village of Bartlett 228 S. Main Street Bartlett, IL 60103-4421	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



THE SILVER LINING®

12953

Direct Billed

BOND EXECUTION REPORT

Date: 04/18/2024

Bond Number: 2573726

VOLKMAN INSURANCE AGENCY INC
161 S LINCOLNWAY, SUITE 206
NORTH AURORA, IL 60542

Principal Information:

Straight Flush Inc.
143 E Lake St
Bartlett, IL 60103-4143

Billing Address - if blank, see Principal above:

c/o:

Obligee Information:

Village of Bartlett

228 S Main St
Bartlett, IL 60103-4421

WB Index: 2573726
Bond Eff Date: 04/18/2024
Bond Exp Date: 04/18/2025

Bond Type: License & Permit Compliance Bond
Work Description: Liquor License Bond

Current Bond Penalty: \$ 2,000.00
Previous Bond Penalty: \$ 2,000.00

Bond Premium: \$ 50.00
Premium Change: \$ 50.00

Effective January 1, 2024, West Bend Mutual Insurance Company changed its name to West Bend Insurance Company, therefore, any reference to West Bend Mutual Insurance Company shall be considered a reference to West Bend Insurance Company.

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com



Bond Number 2573726

License and Permit Bond

Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond

Principal: (Full name and address)

Straight Flush Inc
143 E Lake St
Bartlett, IL 60103-4143
Effective Date: 04/18/2024

Obligee: (Principal's customer)

Village of Bartlett
228 S Main St
Bartlett, IL 60103-4421
Expiration Date: 04/18/2025

PENAL AMOUNT OF BOND:

Two Thousand Dollars and Zero Cents Dollars (\$ 2 000.00),

lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind ourselves and our legal representative, jointly and severally.

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:

Liquor License Bond

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal.

Principal shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this, the 18th day of April, 20 24.

Straight Flush Inc.

(Principal)

WEST BEND MUTUAL INSURANCE COMPANY

Kevin A. Steiner, Chief Executive Officer



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2573726

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Two Thousand Dollars and Zero Cents 2,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart Secretary



Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 18th day of April, 2024



Heather Dunn Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	STRAIGHT FLUSH INC.		
File Number	73123232	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01-19-2021	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	03-19-2024	Annual Report Year	2024
Agent Information	AMIR SOLIMAN 143 E LAKE ST BARTLETT ,IL 60103-4143	Agent Change Date	01-19-2021

Services and More Information

Choose a tab below to view services available to this business and more information about

this business.

[Purchase Master Entity Certificate of Good Standing](#)

[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)



**POLICE DEPARTMENT MEMORANDUM
21-02**

DATE: February 15, 2021
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ulrich, Chief of Police 
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Bishoy Adel Bahour

Business: Straight Flush Inc.

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

PBU/hma

cc:  Diane Czerwinski
File

**POLICE DEPARTMENT MEMORANDUM
21-05**

DATE: February 19, 2021
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Amir H. Solliman

Business: Straight Flush Inc.

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

PBU/hma

cc: Diane Czerwinski
File

STATEMENT OF LIQUOR MANAGER

1. Business Name: Straight flush INC
Business Address: 143 E. lake st Bartlett, IL 60103

2. Name of Liquor Manager: Bisnaya Bahur
Residence Address: [REDACTED]

How long have you resided at this residence: 8
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: [REDACTED]

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED] State: IL

Telephone Numbers:
Home: [REDACTED]

Business: _____
Email Address: Straight.Flush.2020@gmail.com

3. Have you been fingerprinted for the purpose of this application: ~~NO~~ YES

If so,
Where: Bartlett police
When: 02/2021

4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: NO

If so, give,
Date: _____
Nature of offense: _____
Disposition of said conviction: _____

5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: No

If so, give,

Nature of offense: _____

Disposition of said conviction: _____

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: No

If so, give,

Date: _____

Disposition of said conviction: _____

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: NO

If so,

State particulars: _____

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: NO

If so, give,

Date: _____

Reason for revocation: _____

In what capacity are you employed by the applicant: owner

10. Give name of person who appointed you in your present capacity:

Name: Amir Soliman

Date of appointment: 01-23-2021

11. List employer for past five year:

Name: Gurnee mobil

Address: 1188 us highway 41 Gurnee, IL 60031

Manager's name: Elham Bahavr

Employment type: gas-station-c Store

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

Previous Employer

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

My gas station I sell liquor for 7 years

14. How many hours per week will you be physically present at the premises to be licensed: 40

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: yes

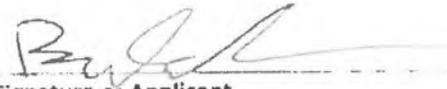
If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

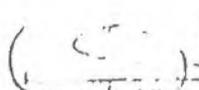
Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

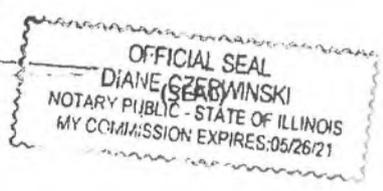
INVESTIGATION AUTHORIZATION

I, Bishoy Bahar hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.


Signature of Applicant

Subscribed and sworn to by Bishoy Bahar
before me this 9th day of February 2021


Notary Public



AFFIDAVIT

Village of Bartlett
Counties of Cook, DuPage and Kane, Illinois

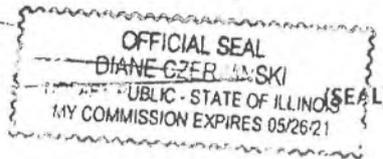
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.


Signature of Manager or Agent

Subscribed and sworn to by ho. F. hour
before me this 9th day of September 2021


Notary Public



ASSIGNMENT

THIS ASSIGNMENT, is made this 23rd day of February 2021, by and between Blackjack Enterprises, LLC, hereinafter called "Assignor", Straight Flush, Inc., hereinafter called "Assignee" and GB Property Management, Inc., hereinafter called "Landlord".

RECITALS

WHEREAS, Assignor and Landlord are parties to a certain lease agreement dated April 12, 2017, hereinafter called the "Lease" for the certain premises commonly known as 143-49 E. Lake St., Bartlett, IL, as further described in the Lease, hereinafter called the "Premises".

WHEREAS, Assignor desires to assign its rights, title and interest in the Lease and the Premises to Assignee and Assignee desires to accept an assignment of the right, title and interest in the Lease and Premises from Assignor.

WHEREAS, Assignee needs to obtain all required licenses and permits from the applicable governmental agencies in order to operate as per the intended use as stated in Section 2B of Lease which include a gaming license.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency thereof hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Upon the later of (i) Assignee receiving all required licenses and permits required to operate as per the intended use as stated in Section 2B of the Lease from all applicable governmental agencies; (ii) Assignor and Assignee completing their transaction for the sale of Assignor's business assets in and relating to the Premises from Assignor to Assignee and providing written acknowledgement of (i) and (ii) above to Landlord and (iii) all Rent required under the Lease being paid in full through the month of the Assignment, Assignor's rights, title and interest in the Lease and the Premises shall be assigned from Assignor to Assignee, hereinafter called the "Effective Date".
2. As of the Effective Date, Assignee hereby agrees to accept the assignment of Assignor's rights, title and interest in the Lease and the Premises and further Assignor hereby agrees to be fully bound by the terms and conditions of the Lease.
3. As of the Effective Date, Landlord acknowledges and consents to the assignment of the Lease and the Premises from Assignor to Assignee as described above.
4. As a material consideration to Landlord for agreeing to the terms of the Assignment, Bishoy Bahour and Amir Soliman hereby agree to guaranty the performance of the

terms and conditions of the Lease, as further described in Exhibit A attached to and made a part of this Assignment, as of the Effective Date.

5. Assignor, Assignee, and all their stockholders, members, owners and any other person or entity related thereto, as well as Bishoy Bahour and Amir Soliman hereby waive any liability or cause of action of any kind or nature against Landlord or any of Landlord's employees, officers, agents or any other person or entity related to Landlord including but not limited to the owner of the real estate containing the Premises, hereafter called "Landlord Parties", for entering into this Assignment or anything related in any way thereto and further agree to indemnify Landlord Parties against any liability or cause of action that arises out of this Agreement or anything related thereto, including all of Landlord Parties costs and attorney's fees.
6. Upon the Effective Date, Section 21 of the Lease shall be modified as follows:

Bishoy Bahour

[REDACTED] 7

Amir Soliman

[REDACTED]

7. This Assignment is hereby contingent upon Assignee receiving all licenses and permits, hereinafter called "L&P" required for Assignee to operate in accordance with the intended use as stated in Section 2B of the Lease from all applicable governmental agencies. Assignee shall have until April 30, 2021 to obtain the L&P. If Assignee does not provide documentation to Landlord prior to April 30, 2021 evidencing that Assignee has obtained all the required L&P this Assignment shall terminate and be of no further force or effect.
8. Provided that Assignee timely meets the requirements of the Assignment, Landlord agrees to allow Assignee to have the exclusive right to have gaming in the Shopping Center owned by Landlord which contains the Premises.

Signature page to follow:

IN WITNESS WHEREOF, the parties have executed the Assignment as of the day and year written below.

ASSIGNOR: BLACKJACK ENTERPRISES, INC. Blackjack's Enterprise, LLC-Bartlett

DocuSigned by:
BY: *Walter Jack*
ITS: Managing Member
DATED: 2/24/2021

ASSIGNEE: STRAIGHT FLUSH, INC.

DocuSigned by:
BY: *Amir Soliman*
ITS: President
DATED: 2/23/2021

DocuSigned by:
Bisloy Balour
FEDFBD0205A84FB.
secretary
2/24/2021

LANDLORD: GB PROPERTY MANAGEMENT, INC.

DocuSigned by:
Greg Berkowitz
BY: GREG BERKOWITZ, PRESIDENT
DATED:

EXHIBIT A

GUARANTY

Lease Agreement dated: 4-12, 2017

Landlord: GB Property Management, Inc.

Tenant: Straight Flush, Inc., as assigned

GUARANTY OF LEASE

February 23rd

, 2021

FOR TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by George Diskos and Jonathan Levy ("Guarantors"), and in connection with that certain Lease Agreement (the "Lease") for that certain premises known as 143-49 E. Lake St., Bartlett, IL, by and between Landlord and Tenant, as assigned, the undersigned Guarantors hereby duly executes and delivers this Guaranty of Lease (the "Guaranty"), and covenants and agrees to guaranty, for and on behalf of Landlord and Landlord's transferees, successors and assigns, the full and complete performance and payment (as applicable) of all of the obligations, liabilities and duties of any nature and kind of Tenant under the Lease (collectively the "Liabilities").

Guarantors represents and acknowledges that the making of the Assignment dated February 23, 2021 will be of direct interest, benefit and advantage to Guarantors, and that, without the execution and delivery of this Guaranty, Landlord would not have agreed to enter into said Assignment.

The obligations of Guarantors hereunder are independent of the obligations of Tenant, and separate actions for payment, damages or performance may be brought and prosecuted against Guarantors whether or not an action is brought against Tenant or the security for Tenant's obligations, and whether or not Tenant is joined in any such actions, and whether or not notice is given or demand is made upon Tenant.

Landlord may, from time to time, without notice to Guarantors and without affecting, diminishing or releasing the liability of Guarantors (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantors, with respect to any of the Liabilities, (c) release or compromise any liability of any of the parties primarily or secondarily liable on any of the Liabilities, (d) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution

or exchange for any such property, and (e) resort to Guarantors for payment of any of the Liabilities, or any portion thereof, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities. Any amount received by Landlord from whatever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect.

Guarantors waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of the Lease or all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notice of whatever, and (d) all diligence on the part of Landlord in collection or protection of, or realization upon, any security for any of the Liabilities or in enforcing any remedy available to it under the Lease.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to Guarantors and shall in no way affect or impair this Guaranty.

Landlord may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. Landlord shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of Landlord, as to so much of the Liabilities as it has not sold, assigned, or transferred.

No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy contained herein. No action of Landlord permitted hereunder shall in any way impair or affect this Guaranty. No right or power of Tenant or anyone else to assert any claim or defense as to the invalidity or unenforceability of the Lease or of the Liabilities shall impair or affect the obligations of Guarantors hereunder. Until all of the Liabilities shall have been paid to Landlord in full, Guarantors shall have no right to subrogation, and until such time Guarantors waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of any right to participate in any security now or hereafter held by Landlord.

Until each and every one of the covenants and agreements of this Guaranty are fully performed, Guarantor's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by Landlord, whether or not such action

or failure to act varies or increases the risk of, or affects the rights or remedies of Guarantors or by reason of any further dealings between Tenant, Landlord or any other guarantor.

Any notice, demand or request by Landlord, its successors or assigns, to Guarantors shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to Guarantors or mailed by certified or registered mail, addressed to Guarantors, at the following address:

Guarantor's Address:

Bishoy Bahour: [REDACTED]

Amir Soliman: [REDACTED]

and to Landlord at the address provided in the lease

Landlord shall be entitled to assign this Guaranty and all of its rights, privileges, interests, and remedies hereunder to any other person, firm, entity, bank or corporation whatsoever without notice to or consent by Guarantors, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all such rights, interests and remedies as fully as Landlord. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind Guarantors jointly and severally, together with its heirs, representatives, successors and assigns. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be construed in accordance with the laws of the state of Illinois, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED, SEALED AND DELIVERED as of the 23rd day of February, 2021.

GUARANTOR

DocuSigned by:

Bishoy Bahour
Bishoy Bahour
E01801205A64FB...

GUARANTOR

DocuSigned by:

Amir Soliman
Amir Soliman
D2A88BEA12CE47E..

**EXHIBIT A
GUARANTY**

Lease Agreement dated: April 12, 2017

Landlord: GB Property Management, Inc.

Tenant: Blackjack's Enterprise, LLC

GUARANTY OF LEASE

APRIL 26, 2017

FOR TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Walter Jack (collectively, "Guarantor"), in connection with that certain Lease Agreement dated April 12, 2017 (the "Lease") for that certain premises known as 143-149 E. Lake St., Bartlett, IL, by and between Landlord and Tenant, the undersigned guarantor hereby duly executes and delivers this Guaranty of Lease (the "Guaranty"), and covenants and agrees to guaranty, for and on behalf of Landlord and Landlord's transferees, successors and assigns, the full and complete performance and payment (as applicable) of all of the obligations, liabilities and duties of any nature and kind of Tenant under the Lease (collectively the "Liabilities").

Guarantor represents and acknowledges that the making of the Lease will be of direct interest, benefit and advantage to Guarantor, and that, without the execution and delivery of this Guaranty, Landlord would not have agreed to enter into said Lease.

The obligations of Guarantor hereunder are independent of the obligations of Tenant, and separate actions for payment, damages or performance may be brought and prosecuted against Guarantor whether or not an action is brought against Tenant or the security for Tenant's obligations, and whether or not Tenant is joined in any such actions, and whether or not notice is given or demand is made upon Tenant.

Landlord may, from time to time, without notice to Guarantor and without affecting, diminishing or releasing the liability of Guarantor (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) release or compromise any liability of any of the parties primarily or secondarily liable on any of the Liabilities, (d) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (e) resort to Guarantor for payment of any of the Liabilities, or any portion thereof, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any party

primarily or secondarily liable on any of the Liabilities. Any amount received by Landlord from whatever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect.

Guarantor waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of the Lease or all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notice of whatever, and (d) all diligence on the part of Landlord in collection or protection of, or realization upon, any security for any of the Liabilities or in enforcing any remedy available to it under the Lease.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to Guarantor and shall in no way affect or impair this Guaranty.

Landlord may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. Landlord shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of Landlord, as to so much of the Liabilities as it has not sold, assigned, or transferred.

No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy contained herein. No action of Landlord permitted hereunder shall in any way impair or affect this Guaranty. No right or power of Tenant or anyone else to assert any claim or defense as to the invalidity or unenforceability of the Lease or of the Liabilities shall impair or affect the obligations of Guarantor hereunder. Until all of the Liabilities shall have been paid to Landlord in full, Guarantor shall have no right to subrogation, and until such time Guarantor waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of any right to participate in any security now or hereafter held by Landlord.

Until each and every one of the covenants and agreements of this Guaranty are fully performed, Guarantor's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by Landlord, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of Guarantor or by reason of any further dealings between Tenant, Landlord or any other guarantor.

vicinity of the Premises. Tenant shall reimburse Landlord for: (i) losses in or reductions to rental income resulting from Tenant's use, storage and disposal of Hazardous Materials; (ii) all costs of refitting or other alterations to the Leased Premises necessitated by Tenant's use, storage, or disposal of Hazardous Materials including, without limitation, alterations required to accommodate an alternate use of the Premises; and (iii) any diminution in the fair market value of the Premises caused by Tenant's use, storage or disposal of Hazardous Materials. Tenant agrees to defend all such Claims on behalf of Landlord with counsel acceptable to Landlord, and to pay all fees, costs, damages or expenses relating to or arising out of any such Claim including attorney's fees and costs. Tenant shall further agree to be solely responsible for and shall indemnify, defend and hold Landlord and its Agents harmless from and against all Claims, including reasonable attorney's fees and costs, arising out of or in connection with any removal, clean-up or restoration work which is required by any government agency having jurisdiction and which arises from Tenant's storage, use or disposal of Hazardous Materials on the Premises during its occupancy of the Premises. From time to time during the Term of the Lease or any extension thereof and not more than ninety (90) days after the expiration or earlier termination of this Lease, including any extension thereto, Landlord may, in its sole discretion conduct tests of the Premises to determine the presence of Hazardous Materials. Results of said tests will be provided to Tenant at Tenant's request. In the event such tests indicate the presence of Hazardous Materials due to the activities of Tenant, and Tenant's confirming tests reach the same conclusion, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of such test or tests and shall immediately commence procedures to, remove such Hazardous Materials from the Premises. Tenant's reimbursement to Landlord of its tests shall not constitute a final acceptance of the tests by Tenant or a waiver by Tenant to contest the results of the tests.

26. WAIVER OF JURY TRIAL.

Landlord and Tenant agree that, to the extent permitted by law, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

27. ASSIGNMENT OF LEASE.

Tenant shall not assign or hypothecate this Lease nor sublet or otherwise transfer its interest in all or any part of the Premises, all hereinafter referred to as "Assign" or "Assignment" without the prior written consent of Landlord, which consent shall not be unreasonably withheld, based on the requirements defined below. If Tenant wishes to Assign it shall give notice in writing (by certified mail return receipt requested or by personal delivery) of such intention to Landlord, furnishing Landlord with a copy of all relevant documentation and full information as to the identity and financial status of the proposed assignee or subtenant and in the event that the proposed assignee or subtenant is not an individual, then additionally the full identity and financial status of the proposed guarantor for assignee or subtenant of the performance of the terms and conditions of the Lease. Under no circumstance shall there be an Assignment of this Lease without a person, entity or guarantor of the terms and conditions of this Lease acceptable to

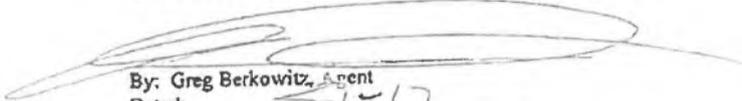
Landlord in Landlord's discretion. Thereupon, Landlord shall have, within thirty (30) days of receipt of such notice, the right to approve or reject the Assignment, and in the case an approval by Landlord, the original (or then current) Tenant and Guarantor would be relieved of their obligations under this Lease providing that the new assignee or subtenant agrees in writing to provide a guarantor as stated above that is acceptable to Landlord of the terms and conditions of this Lease. If no such response is given, Landlord shall be deemed to have rejected to approve the Assignment. The consent by Landlord to any Assignment shall not constitute a waiver of the necessity for such consent to any subsequent Assignment.

28. BROKER'S COMMISSION.

Tenant and Landlord hereby represent that they have not dealt with any brokers in connection with this transaction other than SVN Landmark who will be paid by Landlord under the terms of a separate agreement and hereby indemnify the other party in the event that any other broker makes a claim for commission on their behalf.

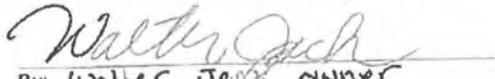
IN WITNESS WHEREOF, the parties have signed as of the date and year set forth below.

LANDLORD: GB PROPERTY MANAGEMENT, INC.


By: Greg Berkowitz, Agent

Dated: 2-1-17

TENANT: BLACKJACK'S ENTERPRISE, LLC


By: Walter Jack, owner

Its:

Dated: 4/26/2017

(b) It shall also deposit with Landlord, as security for the timely payment of Rent, an amount equal to three months' Base Rent and other monetary obligations payable under this Lease;

(c) If not otherwise required by the terms of this Lease, it shall also pay in advance, on each day that any installment of Base Rent is payable, one-twelfth of Tenant's annual tax, escalation and other obligations under this Lease; and

(d) The obligations imposed upon the trustee or the debtor-in-possession will continue for Tenant after the completion of bankruptcy proceedings.

(4) For purposes of this subparagraph (B), "adequate assurance" means that:

(a) Landlord determines that the Tenant, trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets, after the payment of all secured obligations and administrative expenses, to assure Landlord that the trustee or the debtor-in-possession will have sufficient funds timely to fulfill Tenant's obligations under this Lease and to keep the Premises properly staffed with sufficient employees to conduct a fully operational, actively promoted business in the Premises; and

(b) An order shall have been entered segregating sufficient cash payable to Landlord and/or valid and perfected first lien and security interest shall have been granted in property of Tenant, trustee, or debtor-in-possession which is acceptable in value and kind to Landlord, to secure to Landlord the obligations of Tenant as trustee or debtor-in-possession to cure all monetary and nonmonetary defaults under this Lease within the time periods set forth above.

(C) In the event this Lease is assumed by a trustee appointed for Tenant or by Tenant as debtor-in-possession under the provisions of subparagraph (B) above and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Landlord may, at its option, terminate this Lease and all the Tenant's rights under it, by giving written notice of Landlord's election so to terminate.

(D) If the trustee or the debtor-in-possession has assumed this Lease, pursuant to subparagraph (A) or (B) above, to assign or to elect to assign Tenant's interest under this Lease or the estate created by that interest to any other person, such interest or estate may be assigned only if the intended assignee has provided adequate assurance of future performance, as defined in this subparagraph (iv), of all of the terms, covenants, and conditions of this Lease. For the purposes of this subparagraph (iv), "adequate assurance of future performance" means that Landlord has ascertained that each of the following conditions has been satisfied:

(1) The assignee has submitted a current financial statement, audited by a

certified public accountant, which shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of the tenant's obligations under this Lease;

(2) If requested by Landlord, the assignee will obtain guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of creditworthiness; and

(3) Landlord has obtained consents or waivers from any third parties which may be required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

(E) When, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, it is agreed that such charges will not be less than the Base Rent as defined in this Lease, plus additional rent and other monetary obligations of Tenant included herein.

(F) Neither Tenant's interest in this Lease nor any estate of Tenant created in this Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, nor otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant, unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive, either the requirement of Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

25. ENVIRONMENTAL.

Tenant shall comply with all Laws (hereinafter defined relating to the storage, use and disposal of Hazardous Materials (hereinafter defined). No Hazardous Materials shall be disposed of on the Premises. For purposes of this Section, 'Hazardous Materials' means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (collectively "Laws") regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. To the extent Landlord does not contribute to same, Tenant shall be solely responsible for and shall indemnify, defend and hold Landlord and its subsidiaries, directors, officers, employees, servants and agents (collectively "Agents") harmless from any and all claims, judgments, losses, demands, causes of action, proceedings or hearings relating to the storage, placement or use of Hazardous Materials (hereinafter collectively referred to as "Claims") by Tenant, its Agents or invitees on or about the Premises including, without limitation, Claims resulting from the contamination of subterranean water beneath, adjoining or in the

H. Captions. The headings and captions used throughout this Lease are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of any provisions in this Lease.

I. Scope of Benefits Inuring to Landlord. All indemnities, covenants and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's partners, officers, agents and employees.

J. Time is of the Essence. Time is of the essence of this Lease and each of its provisions.

K. Governing Law. Interpretation of this Lease shall be governed by the laws of the State of Illinois.

L. Partial Invalidity. If any of the terms, provisions or conditions contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23. SECURITY DEPOSIT.

Tenant herewith deposits with Landlord the sum of \$3,146.00 as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the security deposit first to any restoration and/or cleanup costs necessary over and above normal wear and tear of the vacated space. In this event, Tenant shall be required to replenish the balance of the security deposit to the original amount provided Landlord allows Tenant to retain occupancy of the Premises. It is understood that the security deposit is not to be considered as 'the last month's rent' under the Lease. Should Tenant comply with all of the covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant at the expiration of the Term or any property exercised extensions thereof.

24. BANKRUPTCY.

It is understood and agreed that the following shall apply in the event of the bankruptcy or insolvency of Tenant:

- (A) If a petition is filed by, or an order for relief is entered against Tenant under

Chapter 7 of the Bankruptcy Code and the trustee of Tenant elects to assume this Lease for the purpose of assigning it, such election or assignment, or both, may be made only if all of the terms and conditions of subparagraphs (B) and (D) below are satisfied. To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and in Landlord's business judgment, all of the conditions hereinafter stated, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails so to elect to assume this Lease within sixty (60) days after such filing or order, this Lease will be deemed to have been rejected, and Landlord shall then immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated. Landlord's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

(B) If Tenant filed a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a chapter 11 or 13 proceeding and Tenant's trustee or Tenant as debtor-in-possession fails to assume this Lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this Lease. To be effective, any election to assume this Lease must be in writing addressed to Landlord and, in Landlord's business judgment, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied:

(1) The trustee or the debtor-in-possession has cured or has provided to Landlord adequate assurance, as defined in this subparagraph (B), that:

(a) It will cure all monetary defaults under this Lease within ten (10) days from the date of assumption; and

(b) It will cure all nonmonetary defaults under this Lease within thirty (30) days from the date of assumption; and

(2) The trustee or the debtor-in-possession has compensated Landlord, or has provided Landlord with adequate assurance, as hereinafter defined, that within ten (10) days from the date of assumption Landlord will be compensated for any pecuniary loss it has incurred arising from the default of Tenant, the trustee, or the debtor-in-possession, as recited in Landlord's written statement of pecuniary loss sent to the trustee or debtor-in-possession.

(3) The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under this Lease; provided, however, that:

(a) From and after the date of assumption of this Lease, it shall pay all monetary obligations, including the Base and Additional Rents payable under this lease advance in equal monthly installments on each date that such Rents are payable.

Tenant remaining liable for and hereby agreeing to pay Landlord any deficiency;
or

(ii) To cancel and terminate the remaining term of this Lease, re-enter and take possession of the Premises free of this Lease and thereafter this Lease shall be null and void and the rents in such case shall be apportioned and paid on and up to the date of such entry. Tenant shall be liable for all loss and damage resulting from such breach or default; or

(iii) Enforce the provisions of this Lease and enforce and protect the right of Landlord by a suit or suits in equity or law for specific performance of any covenant or agreement contained under this Lease, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant under this Lease.

19. EXPENSES OF ENFORCEMENT.

The prevailing party in any lawsuit arising from or under this Lease shall be entitled to recover from the non-prevailing party all of the prevailing party's attorney's fees and expenses incurred in enforcing the terms of this Lease or rights of the prevailing party.

20. QUIET ENJOYMENT.

Landlord covenants that Tenant, on paying the Rents herein provided and keeping, performing and observing the covenants, agreements and conditions herein required of Tenant, shall peaceably and quietly hold and enjoy the Premises for the Term, subject, however, to the terms of this Lease.

21. NOTICES.

All notices to be given under this Lease shall be in writing and delivered personally, or by United States mail (postage prepaid, certified or registered, with return receipt requested), or by a recognized same-day or overnight delivery service. Notices to Landlord shall be addressed to:

GB Property Management, Inc.
125 N. Halsted St.
Suite 203
Chicago, IL 60661
Attention: Greg Berkowitz

Notices to Tenant shall be addressed to:

Blackjack's Enterprise, LLC
2640 Boxwood Dr.
Elgin, IL 60124

Attention: Walter Jack

Notices are given when received or when delivery is attempted and refused.

22. MISCELLANEOUS.

A. **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law or equity. If Landlord or Tenant shall consist of more than one person or entity, each such person or entity shall be jointly and severally obligated for the duties and liabilities of Landlord and Tenant, respectively, hereunder.

B. **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, and singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed.

C. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors, transferees and assigns.

D. **Entire Agreement.** All of the representations and obligations of Landlord and Tenant are contained herein and in the Exhibits, if any, attached hereto, and no modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing signed by Landlord or by Tenant.

E. **Unavoidable Delay.** "Unavoidable Delay" means a delay incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or preemption, fire or other casualty, or other causes beyond a party's reasonable control; provided, however, that unavailability of funds shall never be an Unavoidable Delay. None of the above shall relieve Tenant of paying all Rent due hereunder.

F. **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer its interest in the Premises and in this Lease, and Tenant agrees that in this event of any such transfer Landlord shall automatically be released from all liability under this Lease arising from and after the date of such transfer.

G. **Recording.** This Lease shall not be recorded. A memorandum of this Lease may be recorded by Tenant or Landlord. In the event that either party elects to record a memorandum of this Lease, said party shall first allow the other party to review said memorandum prior to recording. The party that desires to record the memorandum shall pay any fees related to said recording. No memorandum shall contain any monetary information.

13. SURRENDER OF POSSESSION.

Upon the expiration of the Term or upon the termination of Tenant's tenancy or right of possession, whether by lapse of time or at the option of Landlord as herein provided, or as otherwise provided at law, Tenant will forthwith surrender the Premises to Landlord in good order, repair, and condition, ordinary wear and tear accepted, together with all fixtures and appurtenances thereto. Any interest of Tenant in the Improvements to the Premises made or paid for by Tenant or any assignee of Tenant shall, without compensation to Tenant, become Landlord's property. If Tenant shall fail to remove any of its property from the Premises pursuant to the terms of this Paragraph 13, Tenant shall be conclusively presumed to have abandoned the same, and if Landlord so elects title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance, or otherwise.

14. HOLDING OVER.

If Tenant continues to occupy the Premises after the expiration of the Term, the Tenant shall pay to Landlord, for each month that Tenant so holds over, an amount equal to 200% of 1/12th of the Annual Base Rent and 110% of 1/12th of the annual Additional Rent most recently due to Landlord by Tenant on the first day of each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all attorneys' fees and costs of Landlord attributable to removing Tenant from the Premises. The provisions of this Paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or equity. No holding over shall constitute an extension of the term or create a month to month tenancy.

15. ESTOPPLE CERTIFICATE.

Tenant covenants and agrees promptly to execute and deliver to Landlord upon demand estoppel letters setting forth (i) the date of this Lease and any amendments thereto, (ii) the date through which rents have been paid hereunder, (iii) the amount of any security deposit held by Landlord, (iv) that Tenant is in occupancy of the Premises, (v) that the Lease is in full force and effect, (vi) if applicable, that Landlord is not in default under the Lease and that there are no defenses or offsets against the enforcement thereof, or setting forth such defaults, defenses or offsets claimed by Tenant, and (vii) any other information which Landlord or its mortgagee may reasonably require.

It is intended that any such statement may be relied upon by any party to whom or which Landlord intends the same to be given including, but not limited to, mortgagees or prospective mortgagees or any prospective or subsequent purchaser or transferee of all or a part of Landlord's interest in the Premises. If Tenant fails to execute such certificate with 10 days of Landlord's written request Landlord is hereby appointed Tenant's attorney-in-fact to supply such certificates in the name of Tenant and all obligations of Landlord to be attested to hereunder shall be deemed to have been satisfied.

16. MORTGAGE BY LANDLORD.

Landlord shall have the right to transfer, mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises and this Lease, and all or any part of the rights now or thereafter existing and all rents and amounts payable to Landlord under the provisions hereof. Nothing herein contained shall limit or restrict any such rights, and the rights of the Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights, including, but not limited to, the lien of any mortgage, deed of trust, or security agreement now or hereafter placed upon Landlord's interest in the Premises. This paragraph shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by the Landlord and/or mortgagee or proposed mortgagee or holder of any security agreement.

17. LANDLORD'S ENTRY AND INSPECTION RIGHTS.

Landlord shall have the right to show the Premises to prospective fee mortgagees and others at reasonable times and upon reasonable advance notice and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy, and to enter the Premises at any reasonable time to inspect the Premises.

18. LANDLORD'S REMEDIES.

In the event:

- (a) Tenant shall at any time fail to pay any item of Rent when due; or
- (b) Tenant shall fail to keep, perform or observe any other covenant, agreement, condition or undertaking hereunder and shall fail to remedy such default within thirty (30) days after written notice by Landlord to Tenant; or if such default is one that will take longer than thirty (30) days to remedy, Tenant fails to commence curing such default within thirty (30) days and/or fails diligently to pursue such cure to completion; or
- (c) The Premises shall be vacated by Tenant for any period for which Tenant has not paid its Rent;

Landlord shall have the right, after the expiration of the applicable cure period, to begin eviction proceedings to obtain possession of the Premises and to obtain judgments against Tenant and guarantor(s) herein for the amount of the default, along with all reasonable costs and fees related to said default, including reasonable attorney fees and

- (i) To relet the Premises for the balance of the Lease Term or for a shorter or longer term and receive the rents therefore, applying them first to the payment of damages suffered to the Premises and rents due and to become due under this Lease,

restore same, Landlord may, by written notice to the Tenant given within sixty (60) days after such damage, terminate this Lease as of the date of the damage. If this Lease is not terminated as above provided and if the Premises are made partially or wholly untenable as aforesaid, Landlord, at its expense shall restore the same with reasonable promptness to the condition in which Landlord furnished the Premises to Tenant at the commencement of the term of this Lease as to those items that were provided at Landlord's expense without any reimbursement, by Tenant. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant or paid for by Tenant, including, but not limited to, any of the initial tenant finish done or paid for by Tenant or any subsequent changes, alterations or additions made by Tenant. Landlord shall not be obligated to expend any more funds than the proceeds of the casualty insurance policy, if any, carried by Landlord.

If, as a result of fire or other casualty, cause or condition whatsoever the Premises are made partially or wholly untenable and, if Landlord has not given the sixty (60) day notice above provided for and fails within one hundred eighty (180) days after such damage occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Lease as of the end of said one hundred eighty (180) days by notice to Landlord given not later than thirty (30) days after expiration of said one hundred eighty (180) day period. If the Premises are rendered totally untenable but this Lease is not terminated, all rent shall abate from the date of the fire or other relevant cause or condition until the Premises are ready for occupancy and reasonably accessible to Tenant. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. For the purposes of this Lease, the Premises shall be considered tenable so long as and to the extent that the Premises can be occupied. In any event, Tenant shall be responsible for the removal, or restoration, when applicable, of all its damaged property and debris from the Premises, upon request by Landlord or reimburse Landlord for the cost of removal.

10. WAIVER OF CLAIMS – INDEMNIFICATION.

A. To the extent not prohibited by law, Landlord and (as applicable) Landlord's shareholders, directors, partners, officers, agents, beneficiaries, servants, and employees (collectively "Landlord's Parties") shall not be liable to Tenant or Tenant's shareholders, directors, partners, officers, agents, beneficiaries, servants, employees, or invitees (collectively, "Tenant Parties") or to any third party for any damage either to person or property resulting from the loss of use thereof sustained by Tenant or by Tenant Parties or by other persons due in whole or in part to the Premises or any part thereof or any appurtenances thereof becoming out of repair, or due to the occurrence of any act, neglect, accident or event in or about the Premises other than negligent or willful acts or omissions of Landlord Parties. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water, roof leaks or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of a entirely different kind. Tenant further agrees that all personal property upon the Premises, receiving and holding areas of the Premises shall be at the risk of Tenant and Tenant Parties only, and that Landlord and Landlord Parties shall not be liable for any loss or damage thereto or theft thereof other than as a result of negligent or willful acts or

omissions of the Landlord Parties. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify, and save harmless Landlord and all Landlord Parties from and against, and to pay, all liability and all damages relating in any way to the Premises or relating to or arising from negligent or willful acts or omissions of Tenant or Tenant Parties.

11. NONWAIVER.

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specifically identified in such waiver and only for the specific event in respect of which the waiver was given time and only in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue, or extend the Term hereof or create a new tenancy or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit for possession of the Premises without service of notice, Landlord may receive and collect any Rent due and the payment of said Rent shall not waive, affect, or nullify said notice, suit, or any judgment of possession of the Premises.

12. CONDEMNATION.

If the Premises or such substantial part thereof reasonably renders the remainder unfit for the intended uses due to the taking by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. If any condemnation proceeding shall be instituted in which it is sought to take any part of the Premises or change the grade of any street or alley adjacent to the Premises and such taking or change of grade makes it necessary or desirable to remodel the Premises or the Building or any improvements thereon to conform to the changed grade, Landlord shall have the right to terminate this Lease after having given written notice of termination to Tenant not less than ninety (90) days prior to the date of termination designated in the notice, if possible. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of termination and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude Tenant from pursuing an award for loss of business or depreciation to and cost of removal of equipment or fixtures.

Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the premises arising from any act or omission of Tenant shall accrue only against the Tenant individually and shall in all respects be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the premises by or at the direction of sufferance of Tenant; provided, however that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall deposit into escrow with Landlord funds in an amount equal to 125% of the amount of said lien plus an estimate of Landlord's reasonable costs and fees, including legal fees, related to said lien, for the purpose of insuring payment of said lien to prevent any sale, foreclosure or forfeiture of the premises by reason of non-payment thereof. On any final determination of the lien or claim for lien, Tenant will, from the funds deposited in said escrow, immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. If the escrowee funds are insufficient to pay any judgment, Tenant shall pay the remaining amount due. If Tenant shall fail to contest the validity of any lien or claimed lien or fail to give security to Landlord to insure payment thereof, or shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Landlord may, at its election (but shall not be so required) remove or discharge such lien or claim for lien with the right in its discretion, to settle or compromise the same, and any amounts advanced by Landlord, including reasonable attorneys' fees, for such purposes shall be so much additional rent due from Tenant to Landlord at the next rent date after any such payment, with interest at 18% per annum.

8. INSURANCE.

A. Tenant's Insurance. Throughout the Term of this Lease Tenant shall carry not less than:

1. A general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in the Premises or adjacent areas, such as sidewalks, driveways or other similar areas, including broad form contractual liability insurance, in case of personal injury to or death of any person or persons with a combined single limit of not less than 1,000,000.00.

2. Dram Shop Insurance. In the event that liquor is sold on the Premises, Tenant shall secure a dram shop insurance policy (liquor liability) in statutory limits but in no event less than \$1,000,000.00 per occurrence with an aggregate of no less than \$2,000,000.00 naming the Landlord, the owners of the Property and their agents and beneficiaries as additionally insured. Tenant shall supply Landlord with a copy of the policy during any and all times that

liquor is served on the Premises. This policy shall have a provision stating that no cancellation can occur without 30 days advanced written notice to Landlord.

Tenant shall name Landlord and such other persons and entities as Landlord may from time to time designate by written notice to Tenant (collectively, the "Additional Insureds") as additional insured parties under the liability and casualty policies of insurance. Such insurance shall be on terms, coverages and in companies reasonably satisfactory to Landlord and with such increases in limits as Landlord may from time to time reasonably request. Tenant shall, prior to the Commencement Date, furnish Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least 30 days advanced written notice to Landlord. Tenant shall furnish to Landlord renewal certificates for each expiring policy not later than 15 days before expiration of any such policy.

B. Waiver of Subrogation. Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give written notice of the terms of this mutual waiver to any insurance company which has issued, or in the future may issue, policies of physical damage insurance to it. And to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

C. Compliance with Laws. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of courts, and all requirements of other governmental authorities, to the extent that such non-compliance shall or may reasonably be expected to subject Landlord to the risk of a fine, criminal penalty, or other liability, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous or cause injury to person or property the contrary notwithstanding, Tenant may contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, provided, however, (i) such non-compliance shall not constitute a crime on the part of Landlord or expose Landlord to any fine or monetary penalty, (ii) Tenant shall diligently prosecute in good faith such contest to a department, or government authority or body having final jurisdiction, and (iii) Tenant shall indemnify, protect, defend and hold harmless Landlord against any and all liability, loss, and damage (including attorneys fees) which Landlord may sustain by reason of Tenant's failure or delay in complying therewith.

9. FIRE AND CASUALTY.

If the Premises or the Building or any part thereof is damaged by fire or other casualty, cause or condition whatsoever as to be substantially untenable and the Landlord shall determine not to

Landlord shall be pro-rated, based on a 365 day year. Upon expiration or termination of this Lease, Tenant shall pay such pro-rated amount within thirty (30) days of billing and after the actual bill becomes available for which estimates of Additional Rent were made during the Term or any extensions thereof, actual Additional Rent due for such year shall be calculated and paid by Tenant to Landlord within 30 days of such billing. This covenant shall survive the expiration or termination of this Lease. Delay in computation of any actual Additional Rent shall not be deemed a default hereunder or a waiver of Landlord's right to collect and Tenant's obligation to pay the actual amount due. At the inception of this Lease Tenant's Additional Rent shall consist of Real Estate Taxes and CAM for the Building. Notwithstanding anything contained herein, in the event that Tenant defaults under any obligation under this Lease and Landlord expends any funds in relation to any Tenant default or if any default provides for a late fee or interest to be paid by Tenant, all shall be due as Additional Rent.

5. UTILITIES AND SERVICES.

All utilities and other services of every kind and nature whatsoever required by Tenant, and all services and maintenance of every kind and nature whatsoever required to keep the Premises in a safe and sanitary condition including but not limited to sanitary control, removal of snow and ice from the exterior in front of the Premises, trash, rubbish, garbage and other refuse and modification for Tenant's intended use to comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force or which may hereinafter be in force, shall be provided and paid for by Tenant. Landlord shall not be liable in damages, by abatement of Rent or otherwise for any failure in the availability or furnishing of any services or for any diminution in the quality or quantity thereof, regardless of cause, Tenant assuming all such risks.

6. REPAIRS AND REPLACEMENTS.

Tenant shall be responsible for all maintenance, repairs and replacement to the Premises of every kind or nature, including but not limited to electrical, plumbing, HVAC, doors, windows, floors, ceilings or any other area or item required to keep the Premises in good condition and repair and to keep the Premises in compliance with all applicable legal, governmental and quasi-governmental statutes, requirements, ordinances and rules, including but not limited to the Board or Fire underwriters and ADA, as such may be amended or replaced from time to time. Tenant shall take good care of the Premises and fixtures, and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair any damage or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done by Tenant's equipment or installations. At the end of the Term of this Lease or any renewal hereof, Tenant shall quit and surrender the Premises broom clean and well maintained condition, normal wear and tear excepted. In the event Tenant fails to maintain the Premises as provided for herein Landlord shall have the right, but not the obligation, to perform such maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance or repairs together with a ten percent (10%) charge

for Landlord's overhead, due as Additional Rent along with the payment of the next applicable months Base Rent payment. Landlord shall have the right to enter the Premises and any Improvements at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or any equipment located in or on the Premises as may be required, and no such entry or repairs by Landlord shall be deemed or construed to be a disturbance of Tenant's quiet and peaceable possession of the Premises or a violation of any rights of Tenant or of any covenants of Landlord under this Lease. Notwithstanding anything contained herein, Landlord will deliver the HVAC system in good working condition. Landlord will be responsible for a one time replacement of the HVAC unit and thereafter all replacements shall be the responsibility of the Tenant.

7. ADDITIONS AND ALTERATIONS.

A. Tenant may make such repairs, replacements, additions, alterations and improvements to the Premises as Tenant may from time to time desire, provided that Tenant shall supply Landlord with drawings beforehand for Landlord's approval, not to be unreasonably withheld or delayed. Tenant is hereby authorized to install signage on the façade of the building directly in front of the Premises provided the signage is in compliance with all applicable codes, laws and ordinances. All costs related to Tenant's signage is to be paid at Tenant's sole cost and expense. Notwithstanding, Tenant shall not be allowed to remove the current exterior sign on the façade of the building directly in front of the Premises. Tenant is hereby allowed to change the paneling on that sign to advertise Tenant's business in the Premises.

B. The work necessary to make any additions, alterations and improvements to the Premises shall be done at no cost to Landlord. Tenant shall promptly pay to Tenant's contractors, when due, the cost of all such work. Upon Landlord's request, Tenant shall deliver to Landlord evidence of payment to Tenant's contractors and material suppliers, all contractors' and subcontractors' affidavits and full and final waivers of all liens for labor, services, or materials all in form and substance satisfactory to Landlord. At the conclusion of any such work Tenant will provide Landlord with "as built" plans and specifications for the Improvements if the same are available to Tenant. Tenant shall protect and defend and hold Landlord and the Premises harmless from and shall indemnify Landlord against and pay, all liability, claims, judgments, costs, damages, liens, and expenses related to such work including all attorneys' fees and legal costs; and Tenant shall require each of its contractors in each of its contracts to so protect, defend, indemnify, and hold harmless Landlord. All work done by Tenant or its contractors pursuant to Paragraphs 6 or 7 shall be done in a good and workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable orders, laws, ordinances, rules and regulations of all courts and other tribunals, governmental and quasi-governmental departments and agencies, and all insurance organizations having jurisdiction of the additions, alterations or improvements.

C. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall any interest or estate of Landlord in the

C. In addition to paying the Annual Base Rent hereinbefore specified, any other sum which Tenant is by any provision of this lease obligated to pay to Landlord shall be additional rent due hereunder (sometimes referred to herein as "Additional Rent"). The Annual Base Rent and the Additional Rent are collectively referred to as the "Rent". Tenant's obligation to pay the Rent under this Lease is a covenant independent of all other covenants and obligations of Landlord and Tenant under this Lease. All amounts of Additional Rent as provided in this Lease shall be payable for the same periods and in the same manner, time and place as the Annual Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided in this Lease shall survive the expiration of the Term or any extensions thereof.

D. If any installment of Annual Base Rent or any other payment of Additional Rent due from Tenant to Landlord is not received by Landlord within 10 days after such payment is due, the Tenant shall be obligated to and shall pay to Landlord, in addition to such Rent and as Additional Rent, the sum of \$25.00 for each day from and including the date on which such payment was due through and including the day when such payment is paid in full.

4. TAXES.

A. Taxes. "Taxes" shall mean, for a calendar year, all real estate taxes and assessments, special or otherwise, that accrue during such year with respect to the Premises, and ad valorem taxes for any personal property used in connections therewith. Should the State of Illinois, or any political subdivisions thereof, or any other governmental authority having jurisdiction over the Premises impose a tax, assessment, charge, or fee, which Landlord shall be required to pay, by way of substitution for such real estate taxes and ad valorem personal property taxes, or impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Premises and the personal property used in connections therewith, or any one or more of them, then all such taxes, assessments, fees, or charges (hereinafter referred to as "charges in lieu of taxes") shall be deemed to constitute Taxes hereunder; provided that such "charges in lieu of Taxes": shall be calculated as if the Premises were the sole asset of Landlord. Except as hereinabove provided with regard to charges in lieu of taxes, Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income, or capital stock tax. Without limiting the generality of the foregoing, all references to "Taxes" for a particular year shall be deemed to refer to Taxes that accrue during such year without regard to when such Taxes are due and payable. Tenant and Landlord are aware that as of the inception of this Lease, real estate taxes for the Premises are due and payable the year following the year they accrue.

B. Tenant to Pay Taxes. Tenant shall pay Tenant's proportionate share (9%) of the Taxes that accrue against the Center as Additional Rent. Tenant's obligation is for Taxes that accrue in each Lease Year of the Term or any extensions thereof of this Lease, except that if the first Lease Year begins after January 1 or the last Lease Year ends

before December 31st, the parties shall prorate the Taxes due for such calendar year.

C. Common Area Maintenance (CAM)

(a) In each Lease Year, Tenant will pay to Landlord Tenant's proportionate share (9%) of the Building's Common Area Maintenance hereinafter called "CAM", as hereinafter defined, as Additional Rent.

(b) CAM shall mean the total cost and expense incurred in operating and maintaining the Common Facilities of the Building, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including but not limited to, gardening, landscaping and all costs of maintenance thereof, the cost of public liability and property damage insurance and fire insurance and extended coverage, repairs, roof repairs, any painting, any modification of common facilities of the Building to comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force or which may hereinafter be in force, maintenance and repairs of all utility lines located outside the Premises that services the Premises and Landlord's administrative, management and overhead costs. "Common Facilities" means all areas, space, equipment, utility and services provided by Landlord for the common or joint use and benefit of the occupants of the Center, their employees, agents, servants, customers and other invitees, including without limitation sidewalks and all exterior areas of the Center.

D. Estimates of Additional Rent: In order to provide for current payments of Additional Rent, Landlord may give Tenant, upon execution of this Lease and from time to time during the Term hereof, written notice of its estimate of Additional Rent which will be due in the calendar year for which written notice of such estimate is given. Tenant shall pay to Landlord, as an Additional Rent deposit, in monthly installments commencing on the first day of the Term of this Lease, and/or the first day of the calendar month following that month in which Landlord notifies Tenant of the estimated Additional Rent, one-twelfth (1/12) of the Additional Rent due in any said calendar year as estimated by Landlord. If at any time it appears to Landlord that the Additional Rent due Landlord for any calendar year will vary from its estimate, Landlord may, by written notice to Tenant, revise its estimate for such year. Subsequent Additional Rent deposits by Tenant for such year shall be based on the revised estimate. Tenant shall pay Landlord the Additional Rent deposit in the same manner as Base Rent beginning on the first day of the calendar month following that calendar month in which this Lease commences. After the actual bill becomes available for which estimates of Additional Rent were made, actual Additional Rent due for such year shall be calculated. If Tenant's Proportionate Share of actual Additional Rent exceeds the deposits paid by Tenant based on Landlord's estimates, Landlord shall bill Tenant for the excess amount and Tenant shall pay to Landlord, as Additional Rent, said amount within thirty (30) days of billing. If Tenant's Proportionate Share of actual Additional Rent is less than the deposits paid by Tenant based on Landlord's estimate thereof, Tenant shall, at the option of Landlord, be given a credit for the excess amount against the next Additional Rent deposit due for any subsequent year or receive from Landlord a refund of the excess so paid by Tenant. If the Lease term commences on any day other than the first day of January, or if the Lease term ends on any day other than the last day of December, any Additional Rent due

LEASE

THIS LEASE, hereinafter called the "Lease" is dated April 12, 2017 is by and between GB Property Management, Inc., hereinafter called the "Landlord" and Blackjack's Enterprise, LLC, hereinafter called the "Tenant".

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the premises known as 143-49 E. Lake St., Bartlett, IL, hereinafter called the "Premises", located in the building known as 105-213 E. Lake St., Bartlett, IL, together with the land, parking areas, walkways and other improvements appurtenant thereto and known for real estate taxation purposes as 06-26-302-012-0000 & 06-26-302-013-0000, hereinafter called the "Center". Landlord and Tenant covenant and agree as follows:

1. TERM.

A. May 1, 2017, hereinafter called the "Commencement Date" through June 30, 2023, unless extended or sooner terminated as provided herein.

B. "Lease Year" shall mean a period of 12 consecutive full calendar months.

C. Tenant shall have the option to extend the term of this Lease for two (2) additional five (5) year periods namely from July 1, 2023 through June 30, 2028 and July 1, 2028 through June 30, 2033 respectively. All terms and conditions of the Lease shall remain the same except that the Annual Base Rent shall increase by 3% per annum on July 1, 2023 and every July 1st of the extended terms thereafter. In the event that Tenant elects to exercise either of these options to extend the term Tenant shall be required to notify Landlord in writing in compliance with the terms of Section 21 herein no later than 120 days prior to the expiration of the then current term. Tenant must not be in default under any of the terms and conditions of the Lease at the time Tenant elects to exercise either option to extend the term. In the event Tenant does not exercise the first option to extend the term the second option to extend the term shall immediately terminate and be of no further force or effect.

D. This Lease is contingent on Tenant receiving all licenses and permits, hereinafter called "L&P", required for Tenant to operate and build out the Premises for the intended use as defined in Section 2B. Tenant shall have until June 30, 2017 to obtain L&P. If Tenant has not received L&P by June 30, 2017 and Tenant has made a diligent effort to obtain L&P and can provide reasonable proof to Landlord that L&P can't be obtained at the Premises Tenant shall have the right to terminate the Lease by issuing written notice thereof to Landlord accompanied by the proof as defined in earlier in this sentence. In this event Tenant shall receive a refund of their security deposit and first month's rental payment and this Lease and Tenant's right to occupy the Premises shall terminate. If Landlord does not receive timely notice of termination from Tenant it shall be deemed that Tenant has waived the right to terminate the Lease and it shall remain in full force and effect.

2. POSSESSION, USE AND CONDITION OF THE PREMISES.

A. Possession of the Property shall be delivered to Tenant on the Commencement Date.

B. Tenant may use the Premises for a gaming facility with the service of food and alcoholic and non alcoholic beverages. Tenant shall have the exclusive right for gaming in the Center and Landlord agrees not to lease to any other person or party for the purpose of gaming.

C. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises was in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, repair or improve the Premises and no representation by Landlord or its agents respecting the condition of the Premises have been made to Tenant or relied upon by Tenant. Tenant is leasing the Premises in an "as is" condition. Notwithstanding, Landlord warrants that the HVAC and other mechanical systems in the Premises shall be in good working condition at the inception of this Lease.

3. ANNUAL BASE RENT.

A. Tenant shall pay Landlord or Landlord's Agent at the place for delivery of notice to Landlord as specified in Paragraph 21 herein, or at such other place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, the Annual Base Rent hereinafter set forth, in equal monthly installments, in advance, on or before the first day of each and every month during the Term or any extensions thereof, without any set-off or deduction whatsoever. If the Term commences other than on the first day of a month or ends other than on the last day of a month, the monthly installment of Annual Base Rent for such month shall be prorated accordingly. The full (or prorated, if applicable) monthly installment of Annual Base Rent for the month (or portion thereof, if applicable) in which the Term commences shall be paid on or before the Rent Commencement Date as defined hereafter.

B. Annual Base Rent for each Lease Year of the Term shall be as follows:

<u>Year of Term</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
5/1/17 to 6/30/18	Rent abated	
7/1/18 to 6/30/19	\$18,879.96	\$1,573.33
7/1/19 to 6/30/20	19,446.36	1,620.53
7/1/20 to 6/30/21	20,036.40	1,669.70
7/1/21 to 6/30/22	20,626.32	1,718.86
7/1/22 to 6/30/23	21,240.00	1,770.00

Tenant shall be required to pay the first month's rent (July 2018) of \$3,068.00 at the date of the mutual execution of this Lease.

Any notice, demand or request by Landlord, its successors or assigns, to Guarantor shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to Guarantor or mailed by certified or registered mail, addressed to Guarantor, at the following address:

Guarantor's Address:
Walter Jack


Ill. IL 60124

and to Landlord at the address provided in the lease

Landlord shall be entitled to assign this Guaranty and all of its rights, privileges, interests, and remedies hereunder to any other person, firm, entity, bank or corporation whatsoever without notice to or consent by Guarantor, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all such rights, interests and remedies as fully as Landlord. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind Guarantor jointly and severally, together with its heirs, representatives, successors and assigns. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be construed in accordance with the laws of the state of Illinois, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED, SEALED AND DELIVERED as of the 26 day of
APRIL, 2017.

GUARANTOR: WALTER JACK

