

VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES
MINUTES
APRIL 8, 2026

CALL TO ORDER

President Allen Grussing called the meeting to order at 7:00 p.m. in the village office located at the Bellflower Community Center, 104 W Center Street, Bellflower.

The Meeting Notice and Agenda (copy attached) was posted on the Bellflower Community Center exterior bulletin board on April 6, 2026, at 4:45 p.m.

BOARD ATTENDANCE

Present: President Allen Grussing; Trustees Skee Aldrich, Teresa Drinkwater, Beth Ellis, Bart Lytel, Steve Weiss, and Shane Zimmerman

Absent: None

Seven of seven board members were present, which formed a quorum.

VILLAGE OFFICIALS PRESENT – Clerk Herb Youngblood

PUBLIC ATTENDANCE – Rob Brown, Chris Zimmerman

PUBLIC COMMENT

None.

CONSENT AGENDA

a. Approve minutes of the regular meeting held on March 11, 2026.

b. Approve expenditures during the period of March 12, 2026, through April 8, 2026.

MOTION by Trustee Lytel to approve the foregoing consent agenda items. Second by Trustee Ellis. Voice vote: 6 yes; -0- no. Motion passed.

POLICE ACTIVITIES

- March 2026 - traffic citations (5), cases (1 battery, 1 grooming)
- Still awaiting billing for services from September 2025 through April 2026.
- Village President Mike James indicates a rate increase for personnel costs will occur beginning May 1, 2026.

UNFINISHED BUSINESS

a. Community Center – no update.

- 1) Conference Room – install electrical outlet on S wall once know the exact location.
- 2) Office (front hall) – purchase file storage shelves not yet done.
- 3) Prioritize tuckpointing
- 4) Paint doors on building south side

b. Depot – no update.

- 1) Repair deck in front of entrance door – Keith Springer will estimate.

c. Don Harden Field – no update other than item c3.

- 1) Village Garage roof repair
- 2) Replace home plate
- 3) Paint restroom doors, picnic tables, and bleachers – possibly on Village Workday or with Belltown Bombers help?
- 4) Fill around concession stand concrete slab with gravel or road scrapings.

- d. Library – no update.
 - 1) Estimates needed - bathroom updates; remove old air conditioners and patch interior/exterior openings; replace back door.
- e. Emergency storm siren remote activation – after months with no action, our vendor (Rod Sabick of Innotech Communications) notified the county that their transmitters were not set at the correct frequency. The county updated their transmitters and were able to successfully remotely set off our siren. Rod now needs to finish programming our radio and will then schedule a time to deliver the radio and provide training. When complete, a remote spotter will be able to activate the siren. The county’s monthly siren test on April 1 was successful.
- f. Streets – no update.
 - 1) Hydro-jetting stormwater drains
 - 2) MFT street sign replacement by Village of Downs
- g. Water system
 - 1) System updates – Matt Johnson (Fehr Graham) updated the draft project plan with changes requested at the February 25 meeting. The plan was made available via Dropbox for a final board review on April 1. A copy of the Executive Summary is attached. MOTION by Trustee Lytel to approve the project plan. Second by Trustee Weiss. Roll call vote: Yes-Trustees Aldrich, Drinkwater, Ellis, Lytel, Weiss, and Zimmerman. No-None. Absent-None. Vote summary: Yes (6), No (-0-), Absent (-0-). Motion passed. NEXT STEP: schedule a town meeting.

NEW BUSINESS

- a. Action
 - 1) 2026 July 4 fireworks – MOTION by Trustee Ellis to accept the American Patriot Pyro \$7,319.33 estimate (copy attached) for fireworks. Second by Trustee Drinkwater. Voice vote: 6 yes; -0- no. Motion passed.
 - 2) Internet options for village buildings – a summary of available options (copy attached) was presented for GHB Fiber, Mediacom, and Wireless Data Net. Motion by Trustee Weiss to accept GHB Fiber’s estimate to install and maintain fiber optic service within the Community Center, Depot, and Library at no cost to the village. Second by Trustee Aldrich. Voice vote: 6 yes; -0- no. Motion passed.
 - 3) Samples Enterprises vending agreement – an agreement drafted by the village attorney (copy attached) was presented but not yet approved by Samples Enterprises. MOTION by Trustee Aldrich to accept the agreement subject to approval by Samples Enterprises. Second by Trustee Lytel. Voice vote: 6 yes; -0- no. Motion passed.
 - 4) Samples Enterprises concession stand agreement - an agreement drafted by the village attorney (copy attached) was presented but not yet approved by Samples Enterprises. MOTION by Trustee Aldrich to accept the agreement subject to approval by Samples Enterprises and subject to the McLean County Health Department permitting food sales at the concession stand. Second by Trustee Ellis. Voice vote: 6 yes; -0- no. Motion passed.
 - 5) Sell surplus equipment (push mower) – no bids received.
 - 6) Sell surplus property located at 201 W South St – no bids received.

BOARD REPORTS

President Grussing

- Reminder from the McLean County Clerk – the Statement of Economic Interests must be completed by May 1 or financial penalties will be incurred beginning May 15.

- Butch Sprau asked if the village would pay for part of his drainage tile cleanout. On February 7, 2024 a policy was established which did not include cleaning out homeowner drainage tiles. The board was not interested in revisiting that policy.
- As part of Butch Sprau's cleanout, tree roots from a dead tree in the right-of-way at 104 N Prairie St (Amanda Miller) were observed in the tile. This tree should be budgeted for removal in FY27.
- Merle Shelton reported that the kitchen exhaust vent drip tray needs cleanout. Will ask the Lions Café who they use.
- Community Center gym exterior southwest corner a/c unit is leaning due to dirt settling. Will contact JCs.
- With the recent heavy rain deluges, the Community Center locker room remained dry.
- Rob Brown mentioned in leaving the availability of a beautification grant. More information is needed.

Trustee Zimmerman

- Surface drainage issues:
 - Feed Mill
 - North St east of Main St, ditch needs cleanup
 - Steven Sprau's vacant lot bordered by E Kleinbeck/N State/E Marquis
- Ask the village attorney to review our right-of-way ordinance to ensure it exempts the village during any village project, such as the planned construction of a new water well and some watermain replacements. However, language in village construction contracts must specify that the contractor is responsible for any damage in a right-of-way to utility lines and drainage tiles, and must restore the right-of-way to a pre-construction status.

Trustee Drinkwater – Easter egg hunt was a success inside the Community Center.

Trustee Lytel – expressed thanks for the culvert fix on the northeast corner of the N Latcha St park which had been crushed but now was open with good water flow. Trustee Zimmerman indicated Nick Drinkwater fixed that problem while he was working in that area on another drainage issue.

ADJOURN

President Grussing adjourned the meeting at 8:28 p.m.

VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES
MEETING NOTICE AND AGENDA
APRIL 8, 2026

The next regular meeting of the Village of Bellflower Board of Trustees will be held Wednesday, April 8, 2026, 7:00 p.m., in the Village Office at the Bellflower Community Center, 104 W Center Street, Bellflower.

CALL TO ORDER

PUBLIC COMMENT

CONSENT AGENDA

- Approve minutes of the regular meeting held March 11, 2026
- Approve expenditures during the period March 12, 2026, through April 8, 2026

POLICE ACTIVITIES

UNFINISHED BUSINESS

- Community Center
 - Conference room – electrical outlet on S wall
 - Office (front hall) – purchase file storage shelves
 - Deferred until spring – tuckpointing priorities, paint doors on building south side
- Depot
 - Repair deck in front of entrance door
- Don Harden Field
 - Deferred until spring – Village Garage roof repair, replace home plate, paint restroom doors, picnic tables, and bleachers, fill around concrete slab with gravel or road scrapings
- Library – estimates needed
 - Bathroom updates
 - Remove old air conditioners and patch interior/exterior openings
 - Replace back door
- Storm siren remote activation
- Streets – no activity planned until spring
 - Hydro-vac and clean street drains and catch basins
 - Install MFT signs (street, handicap, dead end)
- Water system
 - New water well project

NEW BUSINESS

- Action
 - 2026 July 4 fireworks
 - Internet provider for village buildings
 - Samples Enterprises vending agreement
 - Samples Enterprises concession stand agreement
 - Sale of surplus equipment – push mower
 - Sale of surplus property – 201 W South St

BOARD REPORTS

ADJOURN

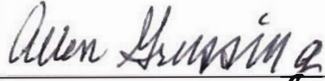
VILLAGE OF BELLFLOWER
McLEAN COUNTY, ILLINOIS

BOARD OF TRUSTEES

FINANCIAL REPORT ACKNOWLEDGMENT
FOR
APRIL 8, 2026

I acknowledge that I have reviewed the following financial reports:

- Heartland Bank Account Reconciliations – 3/31/2026
- Illinois Funds Account Reconciliations – 3/31/2026
- Invoices paid 3/2026 GF and WF
- Invoices paid 4/2026 GF and WF
- QuickBooks Account Register (Heartland Bank and IL Funds) – 3/2026
- QuickBooks Balance Sheet – 4/8/2026
- QuickBooks Expenditures 3/12/2026 – 4/8/2026
- QuickBooks Fund P&Ls 5/1/2025-4/8/2026



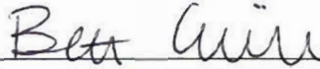
ALLEN GRUSSING, PRESIDENT



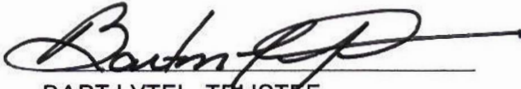
SKEE ALDRICH, TRUSTEE



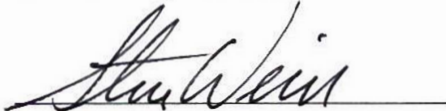
TERESA DRINKWATER, TRUSTEE



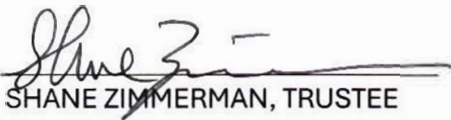
BETH ELLIS, TRUSTEE



BART LYTEL, TRUSTEE



STEVE WEISS, TRUSTEE



SHANE ZIMMERMAN, TRUSTEE

PART 1: EXECUTIVE SUMMARY

The Village of Bellflower, located in McLean County, is interested in several improvements to the water system. The PWS has aging infrastructure that would benefit from improvements or replacement.

The proposed project consists of two phases. Phase 1 includes the construction of a new supply well, a 75 gpm submersible pump, a well house, and a 4" raw water main from the new well to the existing WTP. The Phase 1 improvements will also include capping and abandoning Well 3 and replacing the watermain throughout the Village. Phase 2 will include the construction of a new WTP structure containing chemical feed equipment, an electrical and controls room, an office and lab room, and space for future iron removal equipment. The new well and WTP will be located at the southeast corner of the park, at the intersection of E. Marquis Street and North Main Street. Phase 2 will also include the replacement of watermain throughout the Village and painting of the 50,000-gallon water tower. Project Location maps are included in Exhibit G.

The estimated cost of Phase 1 is \$1,937,255. The estimated cost of Phase 2 is \$2,862,028. The Village plans to apply for separate IEPA PWSLP loans to fund each phase of the project. The Village could qualify for up to 30% principal forgiveness on Project costs up to \$6,000,000. Since principal forgiveness is not guaranteed, the required water rate ordinance was calculated assuming the Village will not receive it. The required water rates to cover the debt service for Phase 1 IEPA loan are:

- » FY2026 – \$50.00 per housing unit per month (0.75% MHI)
- » FY2027 – \$80.00 per housing unit per month (1.21% MHI)
- » FY2028 – \$81.00 per housing unit per month (1.22% MHI)
- » FY2029 – \$84.00 per housing unit per month (1.27% MHI)
- » FY2030 – \$84.00 per housing unit per month (1.27% MHI)

In FY2030, the estimated average annual water bill is \$1,008 per user. This cost represents 1.27% of the Village's MHI. The water bill will be well below the EPA affordability guideline indicator of 1.5%.

If the Village does receive 30% principal forgiveness, the required water rates to cover the debt service would be:

- » FY2026 – \$50.00 per housing unit per month (0.75% MHI)
- » FY2027 – \$61.00 per housing unit per month (0.92% MHI)
- » FY2028 – \$62.00 per housing unit per month (0.93% MHI)
- » FY2029 – \$65.00 per housing unit per month (0.98% MHI)
- » FY2030 – \$65.00 per housing unit per month (0.98% MHI)

In FY2030, the estimated average annual water will be \$780 or 0.98% of the Village's MHI. A detailed calculation of the required water rates is shown in Exhibit I.

Construction of Phase 1 is expected to begin in January 2028, be substantially completed in November 2028, and final completion achieved in June 2029. Phase 2 will follow Phase 1 at a time to be determined by the Village.

Show Name **Bellflower IL July 4th Celebration**

Date **Saturday, July 4, 2026**

Show # **844** Event Sponsor **Allen Grussing (Bellflower IL)**

Rain **Sunday, July 5, 2026**

Shells Count **264** Show Insurance **\$5,000,000**

Finale Count **7(7)** Notes Permit:

Ground Cnt **4** **Port Fires (4)**

Total Count **275**

Total Net Weight **135.5 Lbs.**

Fireworks Discount **15.00%**

Total Pyro Weight **135.5 Lbs.**

Show Designer **Myers Angie**

Show Total **\$7,319.33**

Salesperson **Clint Myers**

Qty Description

Ground (Opening)

49 shot Cake

Order

- 1 49BCBM - (WWF) 49s BL Tail to Broc. Crown & BL Stars w/BL Stars Mines (2/1) (Duration 25.0 Secs.)

Total 1

Shells

2.5" Shells

Order

- 60 T9500 B - (WWF) 2.5" Asst Shells 60/1 (60)
- 60 T9500 B - (WWF) 2.5" Asst Shells 60/1 (60)

Total 120

3" Shells

Order

- 72 BLS-3B - (WWF) 3" Asst Shells 'B' (12 effect /6 ea = 72)
- 72 T9501 - (WWF) 3" T - Asst Display Shells (36/2)

Total 144

Finale

25 shot Cake

Order

- 1 VGD204 - (WWF) 2.5" 25s RWB Peony 1/2 Color 1/2 Salute (1/1) (Duration 30.0 Secs.)

Total 1

50 shot cake

Order

- 1 GD-210 A - (WWF) 2" 50s Big Slv Tail to Gold Willow w/R B G V Y Dahlia & Ti-Salute (1/1) (Duration 35.0 Secs.)

Total 1

165 shot Cake

Order

- 1 DXC15507 - (WWF) 165s "8" White Strobe w/G,R, & BL Pistil (1/1) (Duration 17.0 Secs.)

Total 1

238 shot Cake

Order

- 1 LKO-009 A - (WWF) 238 Shot/ Part 2 of LKO-009 B 115 shots(1/1)

2 Part Cake LKO-009 A&B are shot together

- 1 LKO-009 A - (WWF) 238 Shot/ Part 2 of LKO-009 B 115 shots(1/1)

2 Part Cake LKO-009 A&B are shot together

Show Name **Bellflower IL July 4th Celebration**

Date **Saturday, July 4, 2026**

1 LKO-009 B - (WWF) 138s B- Awesome Display Cake (Z,I,F) (1/1)
(Duration 40.0 Secs.)

2 Part Cake LKO-009 A & B are shot together

1 LKO-009 B - (WWF) 138s B- Awesome Display Cake (Z,I,F) (1/1)
(Duration 40.0 Secs.)

2 Part Cake LKO-009 A & B are shot together

Total 4

Ground

50 shot cake

Order

1 LDC432-50 - (WWF) 50s Asst Peony w/Silvr Lion Tail BYRWPGSbrocade
(4/1) (Duration 30.0 Secs.)

Total 1

100 shot Cake

Order

1 LKO-006 - (WWF) 100s R/Gr/BL Tails to Peony w/ Crackling, Silvr Tails to
Salutes (2/1) (Duration 90.0 Secs.)

1 LDC349-100 - (WWF) 100s Color Peonies (4/1) (Duration 30.0 Secs.)

Total 2

Misc.

Ground Display

Order

1 APPI 5X8 - (APPI) American Flag 5x8

Total 1

<u>Category</u>	<u>Items</u>	<u>Firing Device</u>	<u>Needed</u>	<u>Alt Firing Device</u>	<u>Needed</u>
100 shot Cake	2				
165 shot Cake	1				
2.5" Shells	120	2 1/2" X 10 HDPE Rac	12		
238 shot Cake	4				
25 shot Cake	1				
3" Shells	144	3" X 10 HDPE Rack	15		
49 shot Cake	1				
50 shot cake	2				
Ground Display	1				
Totals	276			Total Racks Needed = 27	

Special Show Notes

Port Fire (4)

Internet Options for Village Buildings

(Community Center, Library, Depot)

GHB Fiber

No Cost for 500Mb, 1Gb, or 2Gb service available, includes WiFi
Extenders and phone service included

Wirelessdatanet

\$60/month for 100Mb service – includes WiFi
Pay for one building – the other 2 would be included
Would need extenders to reach all of Community Center
Phone service would be separate

Mediacom

\$240/month for 300Mb service for 1 year, then \$300/month
\$149.95 installation fee for one location – the other 2 would be waived
1 extended would be included
Phone service would be an additional \$30/month for 1 year, then \$120/month

**VENDING SERVICES LICENSE AGREEMENT BETWEEN
VILLAGE OF BELLFLOWER AND SAMPLES ENTERPRISES LLC**

THIS VENDING SERVICES LICENSE AGREEMENT (“Agreement”) is entered into as of _____, 2026 (“**Effective Date**”) by and between **Samples Enterprises, LLC (“Vendor”)** and the **Village of Bellflower, Illinois (“Village”)**.

WHEREAS, the Village desires to grant the Vendor certain rights to operate a vending machine for persons at the Community Center;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Village and Vendor hereby agree as follows:

- 1) Contract Services. The Vendor hereby agrees to provide a vending machine at the Community Center located at 104 West Center Street in Bellflower, Illinois. The vending machine will provide beverages and food, including candy, for persons using the machine. The Vendor shall provide the vending machine, provide an electrical line for the machine, and will install a small camera for security purposes.
- 2) Contract Documents. The Contract Documents consist of this Agreement between the Village and the Vendor and the Vendor’s Proposal and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Contract Documents are incorporated herein.
- 3) Scope of Designation. Vendor’s license to provide a vending machine at the Community Center shall be non-exclusive for the term of the Agreement, unless sooner terminated in accordance with the terms of this Agreement.
- 4) License fee. Vendor shall pay to the Village a fee of \$10/month for this license. The fee may be paid in full for the year at the beginning of the License Agreement term on May 1, 2026, or in four quarterly installments on May 1, 2026, August 1, 2026, November 1, 2026, and February 1, 2027.
- 5) Third Party Agreements. Vendor is not permitted to utilize third party services or products under any circumstance without the written consent of the Village.
- 6) Term. This License Agreement shall commence on May 1, 2026 and shall continue for 1 year until 10 p.m. on April 30, 2027, subject to earlier termination. The Village shall have the option to renew on the terms as set forth in the Vendor’s Proposal for up to two additional 1 year terms.
- 7) Termination. Without prejudice to any other rights or remedies that the Village may have, the Village may terminate this Agreement immediately by delivery of notice to Vendor at its last known address at any time if any of the following events shall occur:

- (a) Vendor materially breaches any term of this Agreement (including the terms set forth in the Vendor's Proposal) and fails to cure the same within seven (7) days of receipt of notice of breach.
- (b) Vendor: (1) makes an assignment for the benefit of creditors, (2) is adjudicated bankrupt, (3) files a volunteer petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code of any successor or other federal or state insolvency law ("**Bankruptcy Law**"), (4) has filed against it an involuntary petition of Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) applies for a permit for the appointment of a receiver or trustee for its assets;
- (c) Any of the representations or warranties made by Vendor in this Agreement shall prove to be untrue or inaccurate in any material respect.

The Village may terminate this Agreement upon 30 (30) days prior written notice delivered by the Village to the Vendor at its last known address for the Village's convenience.

In the event of termination pursuant to this Section 6, all rights of Vendor and obligations of the Village shall cease upon the effective date of the termination.

- 8) Indemnification. Vendor shall defend, indemnify and hold harmless the Village, its elected officials, officers, employees, agents and volunteers from and against all liabilities, judgments, settlements, damages, losses, claims, fines, demands, causes of action of any nature, including costs of suit and reasonable expert witness and attorneys' fees, that may at any time arise or be claimed by any person, entity or governmental agency, including the elected officials, officers, agents and employees of the Village as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising out of or in any manner connected with, directly or indirectly, Vendor's rights, responsibilities or actions under this Agreement when caused by an act or omission to act on the part of the Vendor, its officers, agents, contractors or employees, that allegedly constitutes, without limitation, negligence, intentional infliction of harm, or a violation of any federal, state or local law, rule or regulation. Vendor shall similarly defend, indemnify and hold harmless the Village, its elected officials, officers, employees, agents and volunteers from and against any and all liabilities, judgments, settlements, damages, losses, claims, fines, demands, causes of action of any nature, including costs of suit and reasonable expert witness and attorneys' fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.
- 9) Insurance, Licenses and Permits. At or prior to the execution of this Agreement, Vendor shall deliver the following documents and certificate requirements to Village:
 - (a) Workers' Compensation

- (b) Comprehensive General Liability
- (c) Comprehensive Automobile Liability
- (d) Product Liability
- (e) Fire & Theft Insurance
- (f) Certificate of Insurance naming the Village as an additional insured for each of the coverage types and amounts listed in (b) through (e) above.

10) Operating Standards.

10.1 Product and Service Quality. All food products sold at Facilities by Vendor shall conform to all applicable federal, state, county, and Village food laws, ordinances and regulations.

10.2 Compliance with all Laws. Vendor agrees to comply with all laws and regulations that apply to the services it performs hereunder.

11) Use of Premises.

11.1 License Only. This Agreement is a grant of a bare, revocable license solely for a vending machine at the Community Center in a manner consistent with the terms and conditions of this Agreement. Vendor shall not have any right to occupy or use the Facilities as a tenant or lessee at law, in equity or otherwise, or in a manner which is inconsistent with the terms and conditions of this Agreement.

11.2 Access to Facilities. Vendor shall be responsible for making specific arrangements with the Village regarding each special event and coordinating with other Vendors concerning specific location. The Vendor and its agents, employees, suppliers and other persons necessary for Vendor to render vending services shall have reasonable access to Facilities as necessary or appropriate to provide such services within the hours of 8:00 a.m. and 10:00 p.m.

11.3 Cleaning. Vendor shall be responsible for maintaining orderly, clean and sanitary conditions for their machine(s) and the area immediately surrounding their vending areas at the Facilities.

12) Damage or Destruction. If the Facilities are damaged by fire or other casualty caused by Vendor's equipment, then Vendor will notify the Village immediately. The Vendor will be responsible for damages to the Facilities caused by the Vendor. The Village is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including without limitation to Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's services and operations under this Agreement. The Village is not liable for acts or omissions of Vendor or any of the Vendor's employees,

contractor's agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

- 13) No Duty to Third Parties. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village and/or Vendor, and/or any of their respective officials, officers and/or employees.
- 14) No Joint Venture or Partnership. Nothing in this Agreement shall be construed to place the parties in a relationship or partnership, joint ventures, principal and agent, employer-employee or similar relationship between Vendor and the Village.
- 15) FOIA. Vendor agrees to maintain all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"). In addition, Vendor shall produce records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Vendor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the FOIA due to Vendor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Vendor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
- 16) Taxes. On the Effective Date, the Village's properties on which the Facilities are located are exempt from real estate and other taxes by virtue of its status as a unit of local government. The Village and Vendor intend this Agreement to be a license which will not subject any of the properties to real estate taxes. The Village does not intend to report the existence of this Agreement to any County officials because the Agreement is not a lease and the Village believes that this transaction creates no event which will result in a real estate tax liability. In the event that, despite of the efforts of Vendor and Village, a court of competent jurisdiction should determine that the arrangement between the Vendor and the Village results in the obligation to pay real estate taxes on one or more of the properties regarding the rights transferred to the Vendor, the payment of any such taxes shall be apportioned between the Vendor and the Village on a pro rata basis (by multiplying the tax liability by the number of days during which Vendor used that property, then dividing that product by 365 days) and then (multiplying that result by the square footage of the space used by the Vendor for its services on the taxed property and dividing that product by the total square footage used by the assessor in calculating the tax). The Village shall give the Vendor notice of any challenge to the exempt status of the properties or any property tax assessment

based upon the activities under this Agreement and the parties shall cooperate in the defense in the exemption.

17) Notices. All notices shall be in writing and shall be given by certified mail, return receipt requested, postage prepaid, to the parties at the respective addresses set forth below or at such other address (es) as the parties may formally designate, in writing, from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signatories.

VILLAGE OF BELLFLOWER

SAMPLES ENTERPRISES, LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

**LICENSE AGREEMENT BETWEEN VILLAGE OF BELLFLOWER AND
SAMPLES ENTERPRISES LLC**

THIS LICENSE AGREEMENT (“License” or “Agreement”) is made this ____ day of _____, 2026 between the Village of Bellflower, an Illinois municipal corporation and Samples Enterprises LLC (“Licensee”). The Village and Licensee may be collectively referred to herein as “Parties” and individually as a “Party,”

Now, THEREFORE, in consideration for the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Village and Licensee agree as follows:

1. **License.** The Village hereby grants to Licensee and the Licensee accepts from the Village, a license to use the Licensed Premises as defined herein, during the periods set forth in this Agreement. The grant of this License shall be subject to and the terms and conditions of this License Agreement.

2. **License Terms.** The License shall be for a term of 3 months commencing on April 10, 2026, and terminating on July 2, 2026.

3. **Licensed Premises.** The Licensed Premises shall consist of the concession stand located at Don Harden Field, 305 W Melvin St, Bellflower, Illinois, 61724.

4. **License Fee.** Licensee shall pay Village a License Fee of \$10 per game which is payable on or before the first day of each month of the term of this Agreement.

5. **Security Deposit.** The Licensee will pay to the Village, a security deposit in the amount of \$50.00 prior to the commencement of the Agreement. Upon termination of the Agreement for whatever reason, the security deposit shall be returned to the Licensee within thirty (30) days from the date of termination after written proof that all expenses have been paid, and an inspection of the Premises is made and appropriate deductions are made for any damage to the Premises caused by the Licensee, ordinary wear and tear excepted. The security deposit may be applied to repair damage and to outstanding use fees, late fees or costs, attorneys’ fees and other bills and to the costs of cleaning and removal of personal property and holding over. Licensee’s liability for damages and any other fees or costs is not limited to the amount of the security deposit.

6. **Use of Licensed Premises.** Licensee shall have access to the Licensed Premises by means of a padlock which will be provided to it by the Village.

7. **Condition of the Premises at Beginning of Agreement.** Licensee has examined the Premises and is satisfied with the physical condition thereof. Licensee and Village shall review the Premises at the beginning of the term and agree in writing as to the condition of the Premises.

8. **Licensee to Maintain.** Licensee shall keep the Premises and the fixtures therein in a clean and working condition, and in good working order, at Licensee's own expense, and upon the termination of this Agreement, for any reason, Licensee shall return the Premises to Village in broom clean condition with all mechanicals in proper working order, reasonable wear and tear excepted. Licensee shall make no alterations to any part of the building or Premises at any time. All personal property shall be removed when the Premises are vacated at the end of the term. Whenever damage has occurred or repairs are required due to the acts of Licensee or its employees, guests, invitees, or the like, then Licensee shall immediately notify the Par District. If such damage requires the Village to make repairs, in its sole discretion, Licensee shall pay within 5 business days the cost of labor and materials incurred by Village. Upon Licensee vacating the Premises, if the Premises are not clean and in good repair with all personal property removed, Village or its agent may repair and clean the Premises. Licensee agrees to pay Village for all expenses incurred by Village in placing the Premises in that condition. Licensee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

9. **Limitation of Liability.** Village shall not be liable for any damage (a) occasioned by its failure to keep Premises in repair; or (b) for any loss or damage of or to Licensee's property wherever located in or about the building or Premises.

10. **Use of Premises.** The Premises shall be occupied for by Licensee for the purposes of operating and vending food to Village patrons and guests during games scheduled at Don Harden Field. A schedule of the games will be provided to Licensee. Village will provide schedule updates (additions, cancellations, reschedules) to Licensee as soon as known. Licensee shall not engage in any activity, which will increase the rate of insurance relative to the Premises. Licensee shall not allow trash to accumulate in the Premises.

11. **Access to Premises.** Village shall provide a padlock and key to Licensee for access to the concession stand. Village will retain a key to the lock and Licensee shall permit the Village access to the Premises at any time, to inspect the Premises and if the Village determines is necessary and to make any necessary repairs, maintenance or improvements or to supply necessary or agreed upon services, or to determine Licensee's compliance with the provisions of this Agreement. In the event of an emergency or where repairs require access to the Premises, Village may enter without prior notice to Licensee, without the same being considered a forcible entry by Village. Licensee's failure to provide such access shall be a breach of this Agreement, and Village shall be entitled to terminate this Agreement in the event such access is denied by Licensee.

12. **Utilities and Maintenance.** Utilities for the Premises will be included in the License Fee. The Village shall provide all routine maintenance of the mechanical systems at the Premises.

13. **Alterations.** Licensee shall not make any alterations to the Premises nor install any appliances, locks or other equipment of any kind without the prior written consent of the Village.

14. **No Waiver.** The actions of the Village subsequent to any breach by Licensee or subsequent to any notice or demand by Village shall not be construed as a waiver of Village's right to act under the provisions of this Agreement.

15. **Indemnification and Insurance.** Licensee hereby covenants and agrees to save, defend, indemnify and hold harmless Village from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including but not limited to, reasonable attorneys' fees, fees and court costs (at trial or on appeal) arising out of, or in any manner pertaining to, the use of the Premises by Licensee, its agents, employees, tenants, officers, visitors, guests, customers, invitees or the like, including, but not limited to, any personal injuries, death, property damages, contract or lien claims. Licensee shall at all times carry broad form commercial general liability insurance, with combined single limit coverage of not less than One Million Dollars (\$1,000,000) or such greater amount required by Village, naming Village as an additional insured. Licensee's failure to carry such insurance coverage shall cause this License to terminate by operation of law. Licensee shall provide a written copy of such coverage to Village on the form which is reasonably acceptable to Village. Such coverage by a policy endorsement shall provide that it may not be cancelled without the approval of Village and also that written notice of non-renewal or cancellation shall be provided to Village at least thirty (30) days before such termination.

16. **Assignment and Subletting.** The Licensee may not assign or sublet the Premises or any part thereof. The Premises may not be used for any purpose other than as specified herein.

17. **Holding Over.** If the Licensee remains in possession of the Premises or any part thereof after the termination of the Agreement by lapse of time or otherwise, then such holding over shall not constitute an extension of the term and such holding over shall be at the rate of \$5.00 per day. Licensee shall also pay to Village all damages sustained by Village resulting from Licensee's retaining possession of the Premises.

18. **Forcible Detainer.** If Licensee defaults in the performance of any of the covenants or agreements herein contained, Village or its agents, at Village's option, may terminate this Agreement and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Licensee's obligations shall constitute a default and forfeiture of this Agreement, and Village's failure to take action on account of Licensee's default shall not constitute a waiver of said default.

19. **Binding Effect.** If Licensee shall violate any covenant or provision of this Agreement, Village shall have the right to terminate this Agreement or Licensee's right to possession pursuant to the Agreement upon appropriate notice to Licensee. If Licensee assigns this Agreement, without Village's permission as required herein, the covenants and conditions contained in the Agreement shall nonetheless be binding on the assignee as if assignee had signed the Agreement. Nothing contained in this paragraph shall preclude Village from commencing legal proceedings against any assignee of this Agreement who obtained possession from the party named as Licensee in this Agreement without Village's written permission.

20. **Abandoned Property.** If the Licensee fails to remove its personal property from the Premises after termination of the Agreement for any reason, the Village may dispose of the property after ten days. Notwithstanding this provision, if the Village reasonably believes such abandoned property to be valueless, or subject to spoilage, the Village may immediately dispose of such property. The Premises shall be considered abandoned if Licensee fails to occupy the Premises for 18 consecutive days.

21. **Costs and Attorneys' Fees.** If Village commences legal proceedings to enforce the covenants of this Agreement due to Licensee's breach thereof, Licensee shall pay Village's actual attorney's fees and costs incurred to enforce Licensee's compliance with the terms of this Agreement or to recover damages. The Licensee acknowledges that there is adequate actual consideration and that the requirement to pay actual attorneys' fees has been bargained by the parties.

22. **Remedies Cumulative.** Village's remedies contained in this Agreement are cumulative and are in addition to, and not in lieu of, any other remedies granted to Village pursuant to this Agreement or applicable State or Local Law or Ordinance.

23. **Severability.** If any clause, phrase, provision or portion of this Agreement, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the Agreement shall be interpreted in accordance with said ordinance.

24. **Real Estate Taxes.** The Premises are currently exempt from real estate taxation. Village anticipates that this License will not cause any change to the tax exempt status but in the event that the real estate taxes are assessed against the subject property, Licensee shall pay all such real estate taxes when due. If Licensee fails to pay the real estate taxes when due, Village may pay them and bring an action against Licensee. Licensee shall pay all of Village's actual attorneys' fees and costs in obtaining payment for the real estate taxes, whether or not a lawsuit is filed.

25. **Termination.** Either Party may terminate this Agreement without cause by providing thirty days written notice to the other Party in accordance with the notice provisions provided in the following section.

26. **Notice.** All notices authorized by this Agreement shall be sent via U.S. Mail to the addresses below. Notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt.

To the Village: Mayor Allen Grussing
Village of Bellflower
104 West Center Street
Bellflower, Illinois 60155

To Samples Enterprises LLC:

27. **Jurisdiction and Venue.** Jurisdiction for any dispute shall be in the Circuit Court of McLean County, Illinois. Licensee expressly waives any right to a jury trial in any litigation related to this Agreement or Licensee's use of the Premises.

28. **Compliance with Rules.** Licensee shall abide by all municipal codes, regulations and ordinances applicable to Village of Bellflower residents.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other written and oral agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, by the appropriate officials and the necessary seals to be affixed thereto on this _____ day of _____, 2026.

VILLAGE OF BELLFLOWER

SAMPLES ENTERPRISES, LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date