VILLAGE OF BARTLETT

COMMITTEE AGENDA

MARCH 5, 2019

FINANCE & GOLF, CHAIRMAN DEYNE

Civic Group Funding Requests

2019-20 Proposed Budget Review



Agenda Item Executive Summary

		Committee		
Item Name	Civic Group Funding Requests	or Board	Committee	

BUDGET	ІМРАСТ			
Amount:	N/A	Budgeted	22,302	
List what fund	Community Relations 1100-543900			

EXECUTIVE SUMMARY

Attached for your review is a memo listing the civic group funding requests for the 2019/2020 budget. Last fiscal year, staff was directed to reduce civic group funding by 5%. For the fiscal year 2020 budget, staff again reduced civic group funding by 5% from what was granted last fiscal year. Additionally, a new group (Alignment Collaborative for Education) requested funding for this year and staff has proposed to not fund the request.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 2/22/2019

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION:

Staff: Scott Skrycki, Assista	nt Village Administrator	Date:	2/22/2019	
-------------------------------	--------------------------	-------	-----------	--

Memorandum

To:Village President and Board of TrusteesFrom:Scott Skrycki, Assistant Village AdministratorDate:2/26/2019Re:Civic Group Funding Requests

The Village Board instituted a formal process for civic funding in June of 2015, since that a section of the village website is host to an "Application for Funding Request." Each year, civic groups have requested Village funding to complement their programming and events, which they see as beneficial to the community. Below is a list of civic groups and the money that they have been granted for the current fiscal year, the amount requested for the 2019/2020 budget, as well as the amount staff suggests to be budgeted for the 2019/2020 fiscal year beginning on May 1. At the March 20th 2018 Committee of the Whole meeting, the Board suggested reducing the amount each civic group received in the previous year, by 5%. Staff's suggestion for the fiscal year 2020 budget is based off of reducing the amount each organization received last fiscal year, by another 5%. Additionally, a new group (Alignment Collaborative for Education) requested for this year and staff has proposed to not fund the request.

Group	Granted 2018/2019	Dollars Requested 2019/2020	Proposed Budget 2019/2020
4 th of July Committee	\$11,400	\$12,000	\$10,830
Heritage Days	4,750	10,000	4,513
Arts in Bartlett	4,750	6,000	4,513
Bartlett Chamber of Commerce	2,100	2,210	1,995
Lions Club	475	500	451
Alignment Collaborative for Education	0	6,542	0
Bartlett Veterans Memorial Foundation	0	12,000	0
Totals	\$23,475	\$49,252	\$22,302

4th of July Committee: Requesting \$12,000 total:

• The money would go toward fireworks.

Last year requested: \$12,000 Last year granted: \$11,400

Heritage Days: Requesting \$10,000 total:

 \$3,300 for a 24x16 commercial-grade stage with adjustable truss roof system, (2) 4x8 sound wings, back drop, skirting, one stair unit, set up and delivery.

- \$4,500 for three days of lighting and sound.
- \$850 for a 25 Kilowatt generator
- \$1,439 for event insurance.

(2019 represents the 10th anniversary of Heritage Days and each year they expand their number of attractions and attendees. This year they plan to keep all their normal attractions including the pet event, classic car show, jeweler's row and food court among others, as well as plan to expand the Town Center Sound Stage to get more bands and entertainment which is one of their goals for the year and requires the rental of a commercial grade stage and lighting system. The grant they are requesting would go towards making that goal a reality.)

Last year request: \$35,600 Last year granted: \$4,750

Arts in Bartlett: Requesting \$6,000 total:

 \$5,000 for the Global Arts Festival, June 22-23, 2019 in Bartlett Park. A professional stage and sound technician, more and larger tents for participatory art activities, more money to buy supplies, rental of table and chairs, porta-potties, payment for higher profile entertainers, banners, signs and increased marketing.

(Last year, the festival attracted 3,000 visitors.)

\$1,000 for cash prizes for artists participating in "Bartlett Porch Proud."

(porch proud is a fundraising event that asks painters to paint the front porches and gardens of homes and they want to use those in part, for a calendar to sell in 2020, as well as stand-alone pictures.)

Last year request: \$15,000 Last year granted: \$4,750

Bartlett Chamber of Commerce: Requesting \$2,210 total:

• Gold membership, golf sponsorship, annual casino royal sponsorship, steak fry sponsorship, tree lighting sponsorship, holiday luncheon sponsorship.

Last year request: \$2,210 Last year granted: \$2,100

Bartlett Lions Club: Requesting \$500 total:

Refreshments for Labor Day Dash.

Last year request: \$500 Last year granted: \$475

Alignment Collaborative: Requesting \$6,542 total:

They are requesting \$1 for every U-46 student residing in Bartlett.

(They are requesting funding to assist with career exploration and work-based learning programs sponsored by the Alignment Collaborative. It would go towards high school summer internships and EXPLORE 2019 for all 8th grade students in U-46. Last year's EXPLORE program allowed 8th graders to meet businesses from 86 careers and 16 industry clusters. Last year, the Village had seven (7) high school summer interns complete 40 hours of work each, in three areas, Engineering, GIS and Administration.)

Last year request: \$0 Last year granted: \$0

Bartlett Veterans Memorial Foundation: Request \$12,000 total:

• The Bartlett Veterans Memorial has seven phases and they are currently working on phase #3.

(The requested money would be used for adding pillars to the memorial so each branch of the military could be recognized.)

Last year request: \$7,500 Last year granted: \$0



APPLICATION FOR FUNDING REQUEST

The following information must be completed and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1. Name of Organization: Bartlett 4th of July Committee

- 2. Address: Attn: Treasurer
- Employer Identification Number:
- 4. Name of Contact Person:

Phone Number:

E-Mail:

ber:	
Crastic Lar	Anna Arena
AND AND ADDRESS	THE PARTY OF
the number of the state of the state of the	CONTRACT OF CONTRACTOR OF THE PARTY

- Are you a not-for-profit corporation? <u>No</u> If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.
- Are you an unincorporated association? <u>No</u> If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.
- 7. Have you adopted bylaws? Yes If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

8. Purposes for which your organization was formed and presently operates:

Provide fireworks and community entertainment over the Fourth of July Holiday

 Please describe how your mission and goals benefit the residents of Bartlett.
 We exist solely to provide entertainment by providing bands, food, beverages, bingo, carnival & fireworks. We provide a meeting / gathering place

and atmosphere so all of Bartlett can enjoy the holiday

10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

Exactly as stated above and as we hae provided since our inception

APPENDIX 15A

- 11. Amount of money your organization is requesting: \$ 12,000.00
- 12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

This donation will go directly toward the cost of the fireworks presentation

13. What is the date or general timeframe in which the funds will be used?

Fourth of July Holiday

- 14. Is your organization a recognized 501(c)(3) tax exempt entity? No If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.
- 15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.
- 16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date: 12/15/18

(Signature and title of organization officer,
director, or trustee.)
N ROP
Signature

Treasurer

Title

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103

Attn: Administration Department

APPENDIX 15A

2019 Fest Budget Bartlett 4th of July Committee

Ē., 6

COMMITTEE	2018 Budget	2018 Expenses	2018 Income	2018 Projected Income	2018 Budget
Bag Toss	\$500.00	\$659.59	\$750.00	\$500.00	\$500.00
Bands	\$46,850.00	\$47,400.00	\$0.00	\$0.00	\$47,800.00
Beer / Beverages	\$24,500.00	\$21,270.62	\$88,441.65	\$94,000.00	\$22,000.00
Bingo	\$0.00	\$0.00	\$3,200.00	\$3,000.00	\$0.00
Carnival	\$0.00	\$1,180.00	\$49,500.00	\$49,500.00	\$0.00
Documentation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Executive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fireworks	\$43,000.00	\$43,000.00	\$11,400.00	\$12,000.00	\$43,000.00
Grease	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00
Insurance	\$4,800.00	\$5,033.00	\$0.00	\$0.00	\$4,800.00
Kids' Entertainment	\$2,800.00	\$2,790.00	\$0.00	\$0.00	\$2,800.00
Mom's Nest	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00
Non-Profit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parade	\$17,000.00	\$14,750.00	\$0.00	\$0.00	\$16,600.00
Park District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Police	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Potties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Publicity	\$1,000.00	\$393.69	\$0.00	\$0.00	\$1,000.00
Radio	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recruiting	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Scheduling	\$1,500.00	\$1,470.98	\$0.00	\$0.00	\$1,500.00
lite	\$25,000.00	\$23,938.99	\$0.00	\$0.00	\$25,000.00
Site Dev / Technical	\$350.00	\$390.19	\$0.00	\$0.00	\$400.00
ikydivers 🛛	\$2,800.00	\$3,000.00	\$0.00	\$0.00	\$2,800.00
pecial Needs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ables & Chairs	\$2,400.00	\$2,350.00	\$0.00	\$0.00	\$2,400.00
ractor Pull	\$500.00	\$676.68	\$0.00	\$0.00	\$500.00
/endors	\$0.00	\$0.00	\$15,400.00	\$14,000.00	\$0.00
Vebsite	\$400.00	\$119.76	\$0.00	\$0.00	\$400.00
Viscellaneous / Other	\$500.00	\$1,984.13	\$334.81	Contract of the second of the	\$1,000.00
	\$174,200.00	\$171,157.63	\$169,026.46	\$173,000.00	\$173,000.00



APPLICATION FOR FUNDING REQUEST

The following information must be complete, and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

- 1. Name of Organization: Bartlett Heritage Days NFP
- 2. Address: P.O. Box 8364, Bartlett, IL 60103
- 3. Employer Identification Number:
- 4. Name of Contact Person: and the second

Phone Number:

E-Mail:

- Are you a not-for-profit corporation? _Yes, articles attached_ If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.
- Are you an unincorporated association? _ No_ If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.
- Have you adopted bylaws? _ No_ If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

Purposes for which your organization was formed and presently operates:

Mission Statement

Bartlett Heritage Days (BHD) is a nonprofit organization established by a group of village volunteers to serve the public purpose of promoting business in Bartlett and the surrounding area.

The primary goal of BHD is to help grow area businesses. Any assistance, gift or monetary, provided will be used to support activities and promote our two annual events:

- Bartlett Heritage Days, annual event held the second weekend in September
- Halloween Parade, annual event held the Saturday before Halloween

BHD counts on the support of volunteers, businesses, local organizations and civic funding, to continue to provide events and activities to attract participants, shoppers and visitors to the Bartlett area.

9. Please describe how your mission and goals benefit the residents of Bartlett.

Driving current and potential residents, business and recognition to the Bartlett area is the **#1 GOAL of BHD.** The event has increased attendance year-over-year. As the Village announced this year, the downtown occupancy rate has decreased to 7%. Activities like BHD keep Bartlett top-of-mind for current and potential area residents. We have come far in promoting our Village, it's critical to showcase Bartlett for continued growth and prosperity.

Important note: BHD invites all Bartlett businesses, especially the 48 downtown business storefronts between Derango Family Dental (north) to Balance Family Chiropractic (south) to participate in Bartlett Heritage Days and Halloween Fest. Currently, 27% support BHD events with sponsorship dollars and/or as a volunteer. That means 73% of downtown businesses count on the Village of Bartlett to cover the cost of events.

Village sponsorship of downtown events is common in most Illinois cities. Hanover Park sponsored Corks & Crafts in 2018, Schaumburg employs an events coordinator to manage their annual Schaumburg Fest. Plus, St. Charles sponsors Scarecrow Fest, one of the Fox Valley's most successful events, in terms of community and business participation and attendance. 10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

BHD has a wonderful combination of attractions that area residents look forward to attending each year including:

- Open Mic Night, by Bartlett Park District, Friday on Town Center Sound Stage
- Pet Event in Bartlett Park, 16 area adoption agencies and 7 local businesses This venue experienced a 177% increase in participation from the previous year
- Derango Dental Fun Fair to Benefit Alzheimer's Association
- Classic Car Show on Oak St
- Jeweler's Row vendors along Oak St
- Bartlett Bazaar on W Bartlett Ave
 - Mini Train Rides sponsored by Bartlett High School Cheer
 - Mini-Golf by Bartlett Area Chamber of Commerce
 - Story Spinners Saturday entertainment
 - Mr. D's Magic & Illusion Show Sunday entertainment
- Food Court in Associated Bank parking lot
- Banbury Fair Shoppes hosted Kids Fest
- Town Center Sound Stage NEW venue for 2018 sponsored by O'Hare's Pub and several area businesses
 - o 7DEEZ on Saturday night
 - Lisa's School of Dance
 - Grupo Folklorico Quetzal

Each year, BHD increases the number of attractions and attendees while lowering over-all event costs. As, Bartlett Heritage Days celebrates its 10th anniversary in 2019, the plan is to bring all the attractions listed above to the weekend-long event. **PLUS**, expand the Town Center Sound Stage with more bands and entertainment.

BHD recognizes that area residents enjoy participating in venues that allow a highlevel of community interaction. The Town Center Sound Stage meets this need, thus, making the Bartlett Town Center a destination place – a long-term goal for the Village of Bartlett.

11. Amount of money your organization is requesting: _\$10,000__

12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

In 2019, BHD plans to keep all the previous year's successful events and activities of listed above.

Our goal is to increase the number of acts on the Town Center Sound Stage. This increase in use will require the rental of a commercial-grade stage and lighting system from American Mobile Staging, Schaumburg. Additional funds are needed to cover the rental of a stage, sound/light system and insurance as follows:

24x16 Stage:	\$3,300
Includes: 24 x 16 performance area, 24 x 16 a	adjustable
truss roof system, (2) 4x8 sound wings, back	drop, skirting,
one stair unit, set up and delivery	
Three days lighting and sound:	4,500
Generator 25kw:	850
Event insurance	<u>1,439</u>
	\$10,089

13. What is the date or general timeframe in which the funds will be used? September 6, 7 & 8, 2019 - Bartlett Heritage Days Saturday, October 26, 2019 - Halloween Fun Fest & Parade (with Trunk or Treat along W Bartlett Ave)

14. Is your organization a recognized 501(c)(3) tax exempt entity? No

Please note that BHD is NOT 501c3 eligible. "501c3 tax-exemptions apply to entities that are organized and operated exclusively for the religious, charitable, scientific, literary or educational purposes, for testing for public safety, to foster national or international amateur sports competition, for the prevention of cruelty to children, women or animals." If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.

- 15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years. *Attached*
- 16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year. Attached, same as above.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date: _ November 1, 2018 _____

(Signature and title of organization officer, director, or trustee.)

Dale A. Kasube Signature Secretary, BHD NFP

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103

Attn: Administration Department

ARTICLES OF INCORPOR General Not For Profit Corpo					
Jesse White, Secretary of Si Department of Business Ser 501 S. Second St., Rm. 350 Springfield, IL 62756 217-782-9522 www.cyberdriveillinois.com	tate vices				
Remit payment in the form o cashier's check, certified che noney order or Illinois attorn or C.P.A.'s check payable o Secretary of State.	ck,		*		
	File	#		Filing Fee: \$50	Approved:
Submit in du	plicate Typ	e or Print clea	arly in black ink D	o not write above	this line
	Haritaga Dava NE	D			
rticle 2.					
rticle 2. lame and Address of Reg	jistered Agent and				<i>N</i>
article 2. lame and Address of Reg legistered Agent:			Office in Illinois: Middle Name	La	ist Name
article 2. ame and Address of Reg registered Agent:	jistered Agent and				
Article 2. lame and Address of Reg registered Agent:	gistered Agent and First Name Number		Middle Name Street 60103		ist Name alone is unacceptable
Article 2. lame and Address of Reg Registered Agent:	jistered Agent and First Name Number	Registered C	Middle Name	Suite # (P.O. Box Cook	
Article 2. lame and Address of Reg Registered Agent: Registered Office: Bartlett rticle 3.	First Name Number City	Registered C	Middle Name Street 60103	Suite # (P.O. Box Cook	alone is unacceptable County
Article 2. lame and Address of Reg registered Agent: registered Office: Bartlett rticle 3.	First Name Number City	Registered C	Middle Name Street 60103 ZIP Code	Suite # (P.O. Box Cook	alone is unacceptable County s being as follows
Article 2. lame and Address of Reg Registered Agent: Begistered Office: Bartlett rticle 3. he first Board of Directors	gistered Agent and First Name Number City s shall be _4 Not le	Registered C	Middle Name Street 60103 ZIP Code in number, their Name	Suite # (P.O. Box Cook (es and Addresses	alone is unacceptable County s being as follows
Article 2. lame and Address of Reg legistered Agent: Begistered Office: Bartlett rticle 3. he first Board of Directors	gistered Agent and First Name Number City s shall be _4 Not le	Registered C	Middle Name Street 60103 ZIP Code in number, their Name City	Suite # (P.O. Box Cook (es and Addresses State	alone is unacceptable County s being as follows Zip Code
rticle 3. he first Board of Directors	gistered Agent and First Name Number City s shall be _4 Not le	Registered C	Middle Name Street 60103 ZIP Code in number, their Name City Bartlett	Suite # (P.O. Box Cook (es and Addresses , State IL	alone is unacceptable County s being as follows Zip Code 60103

Article 4.

.

Purpose(s) for which the Corporation is organized:

The Corporation is organized to operate exclusively for charitable, religious, educational and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and, more specifically:

The purpose is to establish an annual community-wide fall festival in Bartlett Illinois, whose mission is to honor and celebrate the community's rich history so residents and those in the surrounding area are enriched by gaining knowledge of the 1880s in the American Midwest.

(continued on back)

Printed by authority of the State of Illinois. March 2007 - 15M - C 157.15

Article 4.(continued)

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

🗆 Yes 🛛 🖉 No

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)

Article 5.

Other provisions (For more space, attach additional sheets of this size.):

Article 6.

Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated March 1 Month &	Day , <u>2011</u>		
	Signatures and Names	1	Post Office Address
	Signature		Street
Cecilia L. G	Name (print)	Barueu	IL 60103 City, State, ZIP
2	Signature	2.	
	Signature		Street
3.	Name (print)		City, State, ZIP
3	Signature	3	Street
	Name (print)		City, State, ZIP
4	Signature	4	Street
-	Name (print)		City, State, ZIP
5	Signature	5	Street
3	Name (print)		City, State, ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the
 execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- · The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- · The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

ARTICLE 5 OF THE ARTICLES OF INCORPORATION

Other provisions:

- (A) In no event shall any part of the net earnings of the Corporation inure to the benefit of, or be distributable to, its Directors or officers or to other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.
- (B) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (C) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (ii) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code or the corresponding section of any future federal tax code.
- (D) Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

BARTLETT HERITAGE DAYS

۰.

Page 1 Printed 3/19/2018 5:04 PM

Income Statement

1/1/2017 Thru 12/31/2017

Account	Description	Amount	%
Income			
3000	SPONSOR	9,450.00	53.3%
3100	CRAFT SHOW FEE	2,060.00	11.6%
3150	JEWELERS ROW	405.00	2.3%
3200	FLEA MARKET FEE	1.505.00	8.5%
3300	FOOD VENDOR FEE	700.00	4.0%
3500	LIQUOR & PIZZA SALES	1.935.00	10.9%
3600	RAFFLES	1,659.00	9.4%
	Total Income	\$17,714.00	100.0%
Expense	3		385
4000	PHONE	163.65	0.9%
4100	MAIL BOX FEE	108.00	0.6%
4200	EVENTS	8,337.68	47.1%
4250	tents, chairs	1,139.00	6.4%
4300	OFFICE SUPPLIES	39.00	0.2%
4400	SIGNS, BANNERS, FLYERS ETC	379.00	2.1%
4500	donation	2.954.00	16.7%
5000	LICENSES	30.00	0.2%
5100	ADVERTISING	567.97	3.2%
5200	INSURANCE	1,707.00	9.6%
5300	PORTAPOTIES, MISC. EXP.	965.00	5.4%
5400	misc	636.29	3.6%
	Total Expense	\$17.026.59	96.1%
	Net Income	\$687.41	3.9%

BARTLETT HERITAGE DAYS Income Statement

1/1/2018 thru 10/31/2018

	Description		Amount	%
Income				
	Bartlett Bazaar Non-Profit	(8)	0.00	0.0%
	Bartlett Bazaar Vendors (4	2)	2,760.00	18.0%
	BHD Sponsor (17)		11,950.00	77.9%
	Food Vendor (2)		400.00	2.6%
	Pet Event Vendor (9)	¥2	225.00	1.5%
		Total Income	15,335.00	100.0%
Expense	2			
	Advertising		1,793.89	11.9%
	Bank Fees		3.00	0.0%
	Events		5,950.00	39.6%
	Facilities		3,831.84	25.5%
	Insurance		1,439.00	9.6%
	Licenses		70.00	0.5%
	Mailbox Fee		168.00	1.1%
	Misc		389.70	2.6%
	Signage		1,023.94	6.8%
	Volunteer Shirts		370.55	2.5%
	Тс	otal Expense	15,039.92	100.0%
		Net Income	295.08	1.9%



APPLICATION FOR FUNDING REQUEST

The following information must be completed and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1.	Name of Organization: Arts in Bentlett, NFP
2.	Address:215 S. Main
	Bertlett 1 60103
3.	Employer Identification Number:
4.	Name of Contact Person:
	Phone Number:
	E-Mail: art@artsin bartlet.org

- 5. Are you a not-for-profit corporation? $\underline{\neg \uparrow \neg \varsigma}$ If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.
- Are you an unincorporated association?
 Mo If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.
- Have you adopted bylaws? <u>UES</u> If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

8. Purposes for which your organization was formed and presently operates:

Sec attach ment 9. Please describe how your mission and goals benefit the residents of Bartlett. see attach ment 1 10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett. see attachment

11. Amount of money your organization is requesting:

12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

\$6,000.00

Secatterine

- 13. What is the date or general timeframe in which the funds will be used? 2019
- 14. Is your organization a recognized 501(c)(3) tax exempt entity? $\underline{\gamma \varepsilon}$ If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit. Not required
- 15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.
- 16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date: _____ voumher 1, 2018

(Signature and title of organization officer, director, or trustee.)

<u>lule & ten</u> Signature

Executive Director Title

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103

Attn: Administration Department

APPENDIX 15A

BYLAWS OF ARTS IN BARTLETT, AN ILLINOIS NOT FOR PROFIT CORPORATION

ARTICLE I GOVERNING LAWS Amended as of March 30, 2015

1.01 Introductory Definition of Bylaws

These Bylaws constitute the code of rules adopted by Arts in Bartlett, NFP, for regulation and management of its affairs.

1.02 Purposes and Powers

The Corporation shall have such purposes or powers as stated in its Articles of Incorporation. The Corporation shall also have such powers as are now or may be granted hereafter by the General Not For Profit Corporation Act of the State of Illinois (the "Act"), or any successor legislation; provided that such powers may be exercised only in furtherance of the purposes of the Corporation as stated in its Articles of Incorporation and consistent with its status as a corporation described in Section 501(c)(3) of the Internal Revenue Code, as from time to time amended (hereinafter called the "Code").

The primary purposes of the Corporation are to establish and maintain an arts council in the greater Bartlett, Illinois, area whose mission is to celebrate the arts and personal creativity by providing access to the arts so that the community and each individual is enriched.

ARTICLE II OFFICES AND AGENT

2.01 Offices

The Corporation shall have and continuously maintain a Registered Office in the State of Illinois and a Registered Agent at such office. In addition, the Corporation may maintain other offices either within or without the State of Illinois.

ARTICLE III MEMBERSHIP

3.01 Members

(a) Active – one whose dues have been paid for the current calendar year. Active members are eligible for discounts as approved from time to time by the Board of Directors for stated events and other activities, to show their works in the annual members' art exhibit, attend members-only events, and if elected, hold an office or board

position. No member shall have voting powers or any right to vote whatsoever, as the Board of Directors is the governing body of the Corporation.

(b) Inactive – those whose dues are more than six months past due, at which time their active membership lapses.

(c) Honorary – those upon whom such membership is conferred by unanimous vote of the board. Honorary members have all the rights of an active member. They pay no annual dues.

Dues amounts are set annually by the Board of Directors for the following membership categories.

(a) Seniors – individuals 62 years old or more

- (b) Individual one person membership
- (c) Family includes all immediate family members

(d) Student – full-time high school or college student

- (e) Civic Organization a nonprofit or government organization
- (f) Corporate a for-profit business
- (g) Sustaining those who support the organization annually at no less than \$100 a year and no more than \$1,000 a year
- (h)Patron those who support the organization with at least a \$1,000 donation.

ARTICLE IV DIRECTORS

4.01 General Powers

The property, business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which shall be the governing body of the Corporation and there shall be no voting members of the Corporation. The Board of Directors may exercise all powers, rights, authority, privileges and duties of the Corporation, whether expressed or implied, in the Articles of Incorporation of the Corporation, in these Bylaws, conferred by the Act or otherwise. No Director may act by proxy on any matter.

4.02 Number of Directors

The number of Directors of the Corporation shall not be fewer than three (3) at any time, nor more than twenty (20). The number of Directors may be changed from time to time by amendment of these Bylaws; however, the minimum number of directors may never be fewer than three (3).

4.03 Qualifications of Directors

- (a) Each Director must be currently living or working in Bartlett, Hanover Park, Streamwood, Wayne, Carol Stream, Elgin, South Elgin, Hanover Township or Wayne Township.
- (b) Each Director must be an active member in good standing of Arts in Bartlett.

4.04 Terms of Directors

At each annual meeting, one-half of the Directors shall be elected for concurrent two (2) year term and shall be eligible for reelection without limitations. Each Director will hold office for the term for which elected and until a successor has been elected and qualified.

4.05 Resignation of Directors

A Director may resign at any time by written notice delivered to the Board of Directors, the President, or the Secretary of the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a certain date of resignation. The pending vacancy may be filled before the effective date, but the successor shall not take office prior to such effective date.

4.06 Removal of Director

A Director may be removed by the affirmative vote of a majority of the Directors then in office present and voting at a meeting of the Board of Directors at which a quorum is present.

4.07 Vacancies in the Board

Any vacancy occurring in the Board of Directors, or any directorship to be filled by reason of an increase in the number of Directors, shall be filled by a majority of the Directors then in office. The new Director so elected to fill the vacancy shall serve for the unexpired term of his or her predecessor in office, or until the next annual meeting.

4.08 Quorum of Directors

A majority of Directors then in office shall constitute a quorum. If less than such a majority is present at a meeting, a majority of the Directors present at a meeting may adjourn the meeting to another time without further notice. The act of the majority of the Directors present at a meeting at which a quorum if present shall be the act of the Board of Directors, unless the act of a greater number is required by the Articles of Incorporation of these Bylaws.

4.09 Place of Directors' Meetings

Meetings of the Board of Directors, regular or special, will be held at the registered office of the Corporation or at any other place within or without the State of Illinois, as the President designates by written notice to the Board of Directors or as the Board of Directors designates by resolution duly adopted.

- 4.10 Notice of Directors' Meeting
 - (a) Meetings of the Board of Directors will be held upon written notice of the Board of Directors from the President, or as the Board of Directors designates by resolution duly adopted, stating the place, day, and hour of such meeting. Written notice will be delivered to each Director not less than five (5) days, or more than thirty (30) days, before the day of the meeting, either personally or by mail. If mailed, such notice will be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the Directors at the addresses as they appear in the records of the Corporation.
 - (b) Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
 - (c) Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting, except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty (20) days prior to such meeting.

4.11 Directors' Meetings

The Annual Meeting of the Board of Directors shall be held at a place designated by the President, provided that such meeting shall be held on a date on or before the last day of the fiscal year of the Corporation. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings without other notice.

A special meeting of the Board of Directors may be called either by the President or any two (2) members of the Board of Directors.

The Board of Directors in its sole discretion may invite members and community groups, and liaisons on behalf of community groups to attend board meetings to share information, discuss activities and provide information as requested by the Board of Directors. The Board of Directors in its sole discretion may seek an informal tally of opinions and positions among members, community groups and/or liaisons in attendance to assist the Board of Directors in its votes. However, no members, community groups nor liaisons shall have any voting power binding upon the Corporation nor shall their attendance be counted for a quorum at any meeting.

4.12 Committees of the Board

- (a) A majority of the Directors shall create three (3) standing committees of the Board, one to be responsible for programming, another to be responsible for fundraising, and the third to be responsible for membership. A majority of the Directors shall appoint Directors, or such other personas as the Board may designate, to serve on the respective committees, and all appointed committee members shall serve at the pleasure of the Board.
- (b) A majority of the Directors may create additional standing or *ad hoc* committees and appoint Directors, or such other persons as the Board may designate, to serve on these committees. Each such additional committee shall have no fewer than one (1) Director and all committee members shall serve at the pleasure of the Board.
- (c) Unless the appointment by the Board requires a greater number, a majority of any committee shall constitute a quorum, and a majority of committee members present and voting at a meeting at which a quorum is present is necessary for committee action. A committee may act by majority consent in writing without a meeting, and the committee, by majority vote of its members, shall determine the time, place, and hour of meetings, and the required notice for its meetings.
- (d) The Board shall determine the scope and responsibilities of each committee and shall delegate to each committee the specific and prescribed authority of the Board. Each committee may solely exercise the prescribed authority of the Board. A committee may never:
 - Adopt a plan for the distribution of the assets of the Corporation, or for its dissolution;
 - (2) Fill vacancies on the Board or any of its committees;
 - (3) Elect, appoint or remove any Officer or Director or member of any committee, or fix compensation of any member of a committee;
 - (4) Adopt, amend or repeal these Bylaws or the Articles of Incorporation of this Corporation;
 - (5) Adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation; or
 - (6) Amend, alter, repeal or take action inconsistent with any resolution or action of the Board of Directors unless the resolution or action of the Board of Directors provides by its terms that it may be amended, altered or repealed by action of a committee.

- (e) The Board of Directors may create and appoint persons to a commission, advisory body, or other such body which may or may not have Directors as members, which body may *not* act on behalf of the Corporation or bind it to any action, but which may make recommendations to the Board of Directors, the officers, or a committee of the Board.
- 4.13 Informal Action
 - (a) Any action required to, or which may, be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, set forth the action so taken, shall be signed by a majority of the Directors and a majority of any non-director committee members entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be.
 - (b) The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more Directors or committee members. All the approvals evidencing the consent shall be delivered to the Secretary to be filed in the corporate records. The action taken shall be effective when all the Directors or the committee members, as the case may be, have approved the consent, unless the consent specifies a different effective date.
 - (c) Any such consent signed by all the Directors or all the committee members, as the case may be, shall have the same effect as a majority vote, and may be stated as such in any document filed with the Secretary of State under the Act.

ARTICLE V OFFICERS

5.01 Roster of Officers

The Officers of the Corporation will consist of the following

- 1. a President;
- 2. a Vice President
- 3. a Treasurer;
- 4. a Secretary; and
- 5. such other Officers as the Board shall determine.

Two or more offices may be held by the same person, except one person may not serve simultaneously as President and Secretary.

5.02 Selection of Officers

Each of the Officers of the Corporation shall be elected annually by the Board of Directors. Each Officer shall be a member of the Board of Directors and will remain in office until a successor to such office has been elected and qualified. Such election will take place at the Annual Meeting of the Board of Directors.

5.03 President

The President will be the chief executive officer of the Corporation and will, subject to the control of the Board of Directors, supervise and control all the affairs of the Corporation. The President will preside at all meetings of the Board of Directors. The President, with the advice and consent of the Board, shall develop meeting agendas and appoint all non-standing committee chairs. The President shall be an *ex officio* member of all committees of the Board. In addition, the President will further perform all other duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Directors.

5.04 Vice Presidents

The Vice President will perform all duties and exercise all powers of the President when the President is absent or otherwise unable to act. In addition, the Vice President will perform such other duties as may be prescribed from time to time by the Board of Directors.

5.05 Secretary

The Secretary will keep minutes of all meetings of the Board of Directors, will be the custodian of the corporate records, and generally will perform all other duties incident to such office and such other duties as may be prescribed from time to time by the Board of Directors. In addition, the Secretary shall have the authority to certify the Bylaws, resolutions of the Board of Directors and committees thereof, and other documents of the Corporation as true and correct copies thereof.

5.06 Treasurer

The Treasurer will have charge and custody of all funds of the Corporation, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, will render reports and accountings to the Directors as required by the Board, will annually develop the proposed budget for the Corporation and, generally, will perform all duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Directors.

5.07 Removal of Officers

Any Officer may be removed by an affirmative vote of a majority of the Board of Directors then in office, exclusive of such Officer, with or without cause, whenever, in judgment of the majority, the best interests of the Corporation will be served by such removal.

ARTICLE VI INDEMNIFICATION OF EMPLOYEES AND AGENTS

6.01 Claim Brought By Third Party

The Corporation may defend, indemnify, and/or hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

6.02 Claim By or in the Right of the Corporation

The Corporation may defend, indemnify, and/or hold harmless and person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall be adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that, the court in which such action or suit was brought

0

shall determine upon application that, despite the adjudication or liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

6.03 Successful Defense

To the extent that a present or former Director, Officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 6.01 or 6.02 of these Bylaws, or in the defense of any claim, issue or matter therein, such person shall be defended, indemnified, and held harmless against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; if that person acted in good faith and in a manner he or she reasonable believed to be in, and not opposed to, the best interests of the Corporation.

6.04 Determination of Conduct

Any defense and/or indemnification under Section 6.01 or 6.02 of these Bylaws (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Section 6.01 or 6.02. Such determination shall be made by a majority vote of the Board of Directors who were not parties to such action, suit or proceeding, even though less than a quorum, and if there is no such directors, by independent legal counsel.

6.05 Insurance

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under the provisions of this Article VI.

ARTICLE VII OPERATIONS

7.01 Fiscal Year

For accounting, tax, and related purposes, the Corporation shall operate, and its records shall end, on December 31st of each year.

7.02 Execution of Documents

Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of the Corporation in excess of \$3,000.00 and contracts, leases or other instruments executed in the name of and on behalf of the Corporation shall be signed by at least two of the Officers of the Corporation.

7.03 Books and Records

The Corporation will keep correct and complete books and records of account and will also keep minutes of the proceedings of its Board of Directors and any committee of the Board of Directors, which books, records of account and minutes shall be kept at the Corporation's principal office or at such other place as the Board of Directors shall from time to time determine.

7.04 Inspection of Books and Records

All books and records of the Corporation may be inspected by a Director, or his or her agent or attorney, for any purpose at any mutually agreed upon time at the usual place where such records are kept.

7.05 Not For Profit Operation

The Corporation will not have or issue shares of stock. No dividend shall be paid, and no part of the money, property or other assets of the Corporation will be distributed to its Directors or Officers. However, the Corporation may pay compensation in a reasonable amount to Officers or Directors for services rendered, other than as an Officer or Director.

7.06 Loans to Management

The Corporation will make no loans to any of its Directors or Officers.

7.07 Gifts

The Officers or Board of Directors may accept, on behalf of the Corporation, any contributions, gifts, bequests, or devises for the general purpose or for a special purpose of the Corporation.

ARTICLE VIII

DISSOLUTION

8.01 Dissolution of the Corporation

Upon the dissolution of disbanding of the Corporation, the assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal

Revenue Code, or the corresponding section of any future amendments or codes, and otherwise in compliance with the Act. In accordance with the foregoing, the Board of Directors shall seek to distribute any such assets to an area agency, organization or 501(c)(3) corporation in good standing and of good repute to be selected by a majority vote of the Board of Directors.

ARTICLE IX AMENDMENT

9.01 Modification of Bylaws

The affirmative vote of a two-thirds majority of the Board of Director then in office is required to amend, repeal, alter or adopt new Bylaws. Such action may be taken at a regular or special meeting provided written notice of the purpose shall be given prior to said meeting. The Bylaws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with the Act, law or Corporation's stated purpose.

APPROVED ON: March 30, 2015
AUTHORIZED SIGNATURE: Rita Loniesto
President
ATTESTED TO BY: Wind Dady
Secretary
J U

#8-13

APPENDIX 15A

8. Purposes for which your organization was formed and presently operates.

The purpose of Arts in Bartlett is to improve the community by providing access to the arts. Our goal is to provide quality new experiences and opportunities that were not currently provided by others. This 501(c)3 nonprofit corporation, founded in 2002, has for 16 years brought diverse events to the Bartlett area, so that the multitude of cultural arts can be experienced and enjoyed by all,

9. How mission and goals benefit the residents of Bartlett.

Mission: Through its activities, Arts in Bartlett wants to make the full variety of media and multicultural experiences accessible to people of all ages and backgrounds, whether they want to create, actively participate, experiment, or simply appreciate the arts.

Benefit to residents

Through the past 16 years it has steadily grown and now occupies a 2,750 sq. foot storefront with a gallery, a children's art academy with more than 200 students from age 5 to 18, music studios offering piano, voice, cello and violin and woodwind lessons, an adult art teacher, drama and a community room for events. During 2018, a meditation teacher began offering children and adult sessions. All of our music and children's art teachers are certified teachers, most with master's or doctorates.

Parents who have just discovered us often say that they have not been able to find anyplace similar for their children's art and music lessons. Some have been taking their children to other towns for lessons, some as far away as Naperville

Color My World Arts Academy has several teen interns during the year who have been long term students and are now advanced enough to begin coaching the younger children and assisting with summer camps. Color My World has three free family craft events open to the public during the year focusing on holidays and multicultural celebrations.

Our gallery at the Arts Center and the one we maintain on the 2nd Floor of Village Hall provides an opportunity for local artists to exhibit and sell their work. The Arts Center gallery changes exhibits every three months, and the one at Village Hall changes every other month. We host artist receptions for each opening with refreshments.

We have several public events during the year in our community room such as Open Mic, concerts by professional musicians, local bands and the written word in poetry, and free family craft events. We also host a children's art activity during the summer as a participant in Passport to Adventure and at Heritage Days Festival. We participate in the Halloween Fun Fest opening our doors for games and treats.

We support local restaurants by holding monthly "Dinearound for the Arts" where we meet at a particular restaurant, which then gives us a percentage of the sales as a donation.

1

As the Village implements the TOD plan to revitalize downtown Bartlett, we believe we can play a role in adding value to the economics and lifestyle of the Village and provide an attractor for those residents who would not otherwise visit downtown.

10. Past, present and planned future activities that benefit residents of the Village of Bartlett.

We have had many different activities through the years, too many to list here. Under #9, I outlined many ongoing activities in the Arts Center. Here are a few other new activities:

Global Arts Festival

For 14 years, out signature event was a juried fine arts festival. In 2017 we launched a new festival to highlight the Bartlett area's incredibly diverse population. Our children's art and music lessons include about one-fourth students whose parents are first or second generation immigrants from India and other Asian nations, Mexico, Poland and the Ukraine.

The purpose of the Festival is to increase awareness of and celebrate the rich cultural diversity in our area (Tri-Village and nearby communities) through multicultural art and crafts, food, music, performance and hands-on activities. The first festival was successful, getting about twice the number of attendees as the fine arts festival, and the 2nd festival in 2018 attracted about 3,000 visitors.

Tell us your story

A new aspect to the 2018 Global Arts Festival was to solicit first, second and third generation immigrants to give us an oral history of their family and their relocation in the United States. Their remarks were recorded and transcribed, photos gathered and some soundbites used to illustrate their story which is being put on the Arts in Bartlett website. Pam Rohleder said she was interested in archiving stories of those citizens from Bartlett in the Bartlett History Museum. Begun by a college intern this summer, we will continue work on this into 2019.

Artist Gathering

For several years, a small group of visual artists have been meeting the 3rd Tuesday of the month to network and support each other. This year this group has grown and taken on some new roles.

- Creating public fiber art at 2018 Heritage Days with a Knit Bombing in the A&T park. Strands of knitting were connected and strung on the benches and trees during Heritage Days. The sections will be repurposed into pillow and scarves for sale in our Holiday Boutique.
- 2) A calendar with images of local artists works that have been in past exhibits for sale in late 2018.
- 3) "Bartlett Porch Proud," a project that involves artists recreating Bartlett's many charming front porches and gardens, plus some iconic landmarks. Homeowners or businesses can nominate their location to be included and an exhibit will be on display in the Village Gallery in 2019. Postcards will also be produced so residents can spread the pride to friends and family outside of Bartlett. Landmark postcards can be used to raise awareness of the "pride of Bartlett" for tourism and business purposes. The artist group plans to invite name artists from other communities, as well as local artists, to paint locations, and then jury the resulting paintings for the exhibit. Cash

prizes of \$500, \$300, and \$200 will be awarded as an incentive to attract top professional artists.

Small Business Saturday Pop-up Shop

The Village's Economic Development Commission is again promoting Small Business Saturday, Nov. 24, with a cable commercial, bags, ads, etc. Arts in Bartlett will participate with a retail pop-up shop, a popular trend in temporary commercial retail space. We are asking vendors to pay \$25 for space to put up tables in our gallery to be open for holiday shopping.

Spring Showcase

In late 2017, early 2018 our situation was dire. We were behind in our rent and grant amounts from the state and village had been reduced. The DuPage Arts Foundation turned us down for a grant for the Global Arts Festival although 60% of Bartlett residents live in DuPage County. Our music teachers, not wanting to close their studios and deprive Bartlett of its only arts center, decided to put together a spring musical at Villa Olivia as a fundraiser, secured a sponsor, and volunteers gathered auction items. Fortunately, we cleared \$8,000 to pull us out of the red. They are already planning another spring fundraiser for 2019.

11. & 12. Amount of money requested and description of event, service or program for which this funding request is made and state specifically how the monies will be spent.

Arts in Bartlett NFP states that funds received from the Village will not be used to pay for any political or religious purpose, to purchase alcohol or private entertainment, or to pay for any operational expenses.

Arts councils are rare in villages of this size without substantial municipal support. We are fortunate in Bartlett to have a team of dedicated unpaid. It is common that arts centers have to rely heavily on grants and municipal and state support. Many villages have a line item in the budget to support the arts, knowing what access to the arts adds to their village residents' quality of life and overall reputation of a good place to live and raise children. Several also finance and manage with staff and volunteers their special events and festivals in their towns, knowing that totally on relying volunteer groups means lack of continuity for public events.

We are requesting a total of \$6,000 funding for the following:

\$5,000 for the Global Arts Festival, June 22-23, 2019 in Bartlett Park. A professional stage and sound technician, more and larger tents for participatory art activities, more money to buy supplies, rental of table& chairs, portapotties, payment for higher profile entertainers, banners, signs and increased advertising.

3

\$1,000 for cash prizes for artists participating in Bartlett Porch Proud

4

13. General timeframe for use of fund. The funds will be used during 2019.

ARTS IN BARTLETT PROGRAMMING COMMITTEE PURPOSE AND PLAN

PURPOSE OF PROGRAMMING:

To develop programs and events that further the Arts in Bartlett Mission of:

"To celebrate the arts and personal creativity so that the community and each individual is enriched."

EXAMPLES OF EVENTS AND PROGRAMS OFFERED:

April 29, 2002 -- Community Meeting

A professionally facilitated meeting with a graphic recorder who created a mural to show the conclusions of the 60+ attendees as to why Bartlett should have an arts council and the vision of how it would fulfill its mission.

Entertainment was provided by a theater group, The Make Believers, who presented a one-act play.

June 11, 2002 -- Community Meeting

A follow-up working meeting attended by 45 to finalize the mission statement.

December 10, 2002 -- Community Meeting

A holiday evening of celebration, recognition and creativity for Arts in Bartlett affiliates and friends. Charter affiliates were recognized, board members introduced, and the first six months of Arts in Bartlett were recapped with a look into 2003 programming. The winner of the logo contest was introduced and the new logo unveiled. The evening ended with a holiday card-making activity and refreshments.

Completed Programs

August 6, 2002 -- Art Activity Station at Bartlett's 9th Annual National Night Out National Night Out is a national program by police departments all over the country. It celebrates an evening of neighborhood unity, and showed support for the police-community partnerships. Families were invited to an array of activities that they participated in together. The Arts in Bartlett offered an activity in Bartlett Park in which children created a Circle of the Arts which included listing all the creative art forms they are interested in and enjoy doing. The Bartlett Police Department later received first place nationally for having the best event in its size category.

August 10, 2002 -- Art Activity Station at 2002 Bartlett's SummerFest

Summerfest is a three-day festival produced by the Bartlett Chamber of Commerce. Arts in Bartlett's booth invited children to create a colorful summer hat made of poster board to wear around the fest.

September 10 and 13, 2002 -- Park District Theater Production

Arts in Bartlett assisted the Bartlett Park District's theater program for the production of "Music Man," selling ads for the programs booklet, assembling 1000 programs, ushering on opening night, and purchasing of a block of tickets.

October 10, 2002 -- Illinois Arts Week

Arts in Bartlett, using the Illinois Arts Council theme "The Arts Are All Around Us," presented an Evening of Creativity in exhibits, hands-on activities and presentations highlighted the diverse world of art. Pottery, writing, poetry, music, stained glass, and drawing were highlighted, with the evening ending with a drum circle led by a collector of ethnic drums.

October 15, 2002 -- Character Counts

Character Counts is a nationwide program in which local organizations join as a coalition to promote character-building activities. Arts in Bartlett participated in "Character Counts Week" by bringing sculptor and museum educator Daryl Rizzo to present a lecture linking art from different times and cultures to the six pillars of Character Counts, concluding with contemporary art links and group discussion.

November 2002 - Logo Contest

Arts in Bartlett announced a logo contest and received 21 entries from 16 individuals, ranging from an 8-year-old boy through professional designers. The board did a blind judging and awarded a local resident with a \$100 prize.

November 9, 2002 -- Tour of BAPS Swamayarian Temple

Because multi-cultural experiences were ranked high in interest in the formation meeting, Arts in Bartlett arranged for a field trip to a Hindu temple in Bartlett for the Diwali Celebration of the new year. This included a tour of the temple, observing worship, seeing the altar with art depicting the gods and food offerings, people intraditional costume, prayers, and then joining the community of worshipers in a snack of the foods of India.

December 2002 -- Decorating a Snowman for the Chamber of Commerce

Arts in Bartlett purchased a wooden snowman in the Chamber of Commerce's annual holiday decorating activity and painted it to depict the organization. It sat outside the Village Hall.

February 27, 2003 -- Wine Tour and tasting, Lynfred Wineries

Arts in Bartlett arranged a tour of a local winery and a wine tasting activity.

March 22 -- Teen concert

In partnership with Bartlett Public Library, Arts in Bartlett presented five local bands in a concert in the library. More than 230 teens attended. More than \$700 was raised in donations.

April 27 -- Drawing Class for Adults

This class on color mixing was held for beginners.

June 14 - Field Trip to the Art Institute of Chicago

In a cooperative venture in which patrons registered at the library, Arts in Bartlett hosted a trip by Metra train to the Art Institute to participate in family program activities, including author Peter Sis reading, book signing and lecture, storytellers, and performances.

July 5 - Children's Art Tent at the 4th of July Celebration

Arts in Bartlett hosted a "Hands Across America" children's art activity in which children traced around their hands, decorated them and put them on a large flag to form the red stripes of the flag.

August 5 -- Children's Art Tent at National Night Out

In a repeat of last year's activity, Arts in Bartlett had an activity tent at the National Night Out, a national program by police departments all over the country This year to show a sense of community among all the nationalities who live in Bartlett, the activity will focus on learning about the symbolism of the colors and shapes in flags of other countries. Children will then create their own flags.

Programs Planned for rest of 2003

August 9 -- SummerFest Children's Activity Tent

In the second day of the Chamber of Commerce's three-day SummerFest, Arts in Bartlett will again host a children's activity tent to decorate the cardboard trash boxes used during SummerFest.

August 10 -- Juried Art Fair, Bartlett's SummerFest

Early in 2003, Arts in Bartlett was approached by the Bartlett Chamber of Commerce and asked to hold an art fair during its SummerFest Celebration in August 2003. As a result, Arts in Bartlett will present Bartlett's first-ever juried arts and fine crafts fair, with 24 artists, a high school art tent, a children's art tent. Financing was secured by soliciting an underwriter, two sponsors, program book advertisers and space fees from the artists.

September 14 -- Wine tasting fundraiser

Café Siboney, a local Cuban restaurant has volunteered to hold a fundraiser for Arts in Bartlett with South American food and wine tasting. Each guest will pay \$20 over the restaurant costs.

September 10 - Rangoli drawing at The Center

Arts in Bartlett will offer a trip to The Center to join with other community groups to create a Rangoli pattern on the ground using natural materials with symbols of life, unity, blessings, and peace.

October 4 - Field Trip to the Art Institute

9

Second in the series of field trips leaving from the Metra on free family days, featuring art making, percussion sounds and performances and gallery tours.

October 18 -- Clay Play, The Fine Line Art Studio, teen and adult members This is a field trip to a nearby community's pottery cooperative, which will instruct in creating pottery.

Date TBD --Drumming Circle, all ages

This repeats and expands on the popular drumming activity first presented by Arts in Bartlett at its October 2002 event.

ARTS IN BARTLETT AFFILIATE COMMITTEE PURPOSE AND PLAN

PURPOSE OF AFFILIATE PROGRAM:

ARTS IN BARTLETT intends to invite people to join the organization for the purpose of fulfilling its mission of:

"To celebrate the arts and personal creativity so that the community and each individual is enriched."

The affiliate committee will enhance the organization's capacity and effectiveness through the recruitment of individuals interested in helping achieve the mission.

Specifically, the affiliate committee will provide the organization with:

- An identified pool of volunteers for various projects that advance the ARTS IN BARTLETT mission
- An identified pool of potential donors
- Legitimacy in the eyes of the community leaders who may rely on the organization for services, input and volunteers
- Legitimacy in the eyes of potential donors from outside the organization
- Help to retain members and their interest in the organization's mission
- A list of people to inform of ARTS IN BARTLETT events
- Provide word of mouth publicity through motivated affiliates

AFFILIATE BENEFITS:

ARTS IN BARTLETT affiliates will enjoy benefits of their association with the organization such as:

- Pride and recognition from others for their involvement in enhancing Bartlett through the arts
- Opportunities to be involved with ARTS IN BARTLETT programs through volunteering and the donation of resources
- Opportunities to showcase their artistic accomplishments
- Enjoying the company and encouragement of other artists
- Learn from programs that encourage artistic expression and participation with other art forms
- Be informed of arts events in the area

- Receive discounts to selected events and classes sponsored by ARTS IN BARTLETT and other organizations
- Corporate affiliates are profiled in the newsletter
- Living in a community with a reputation for excellence in the arts

OPPORTUNITIES FOR AFFILIATE INVOLVEMENT:

Volunteer opportunities will be created with the goal of involving many people in tasks of reasonable and manageable size. Some of these opportunities may include:

- Contribute to or lead a committee
- Attend events
- Volunteer at events
- Propose and sponsor programs

MARKETING:

The affiliate offer will be marketed in the following ways:

- A brochure describing the organization's purpose that presents the offer to become an affiliate
- Personal visits to schools
- Personal visits to community organizations
- Media
- Bartletter
- Booths at other events

COMMUNICATIONS:

Communications with affiliates will be accomplished through:

- Website
- List serve (MSN Group)
- Newsletter printed or electronic
- Cable Channel 13
- Flyers
- Meetings
- Mailings

TYPES OF AFFILIATE MEMBERSHIPS:

Several types of memberships will be made available on an annual renewal basis, along with an appeal to contribute amounts over and above the affiliate dues. The first year we will offer affiliates the opportunity to join with an expiration date of December 31, 2003.

- Individual \$15
- Students & Senior Citizens- \$10
- Civic Organization -- \$50
- Corporate \$150
- "Charter" or "Founder" Affiliate \$100

GOALS FOR MEMBERSHIP:

Targets for membership include:

- 50 actively volunteering affiliate individuals by December 31, 2003
- 100 paid memberships by December 31, 2003
- Diversity in age, gender and ethnicity of members

As of August 6, 2003, Arts in Bartlett had 73 paid affiliates, of which 21 were charter affiliates.

TASKS OF AFFILIATE COMMITTEE:

- Launch campaign
- Compile and update affiliate lists
- Develop a recruitment plan
- Sustain recruitment and retention of affiliates
- Communicate regularly with affiliates

IMMEDIATE NEXT STEPS:

Recruit Affiliate Committee chairperson

ARTS IN BARTLETT

August 6, 2003

THE NEED:

Bartlett is a growing, young community located 35 miles northwest of the Chicago loop. In 1990, there were 19,373 residents. The 2000 census shows 36,706 as the population of Bartlett. The median age is 33.5 and 28 percent of Bartlett residents are under the age of 14.

While many arts activities are already available in Bartlett through the Park District, Public Library, schools, churches and other community groups, there is no umbrella group whose sole mission is to encourage education, participation and appreciation of the arts. Many Bartlett artists and performers are currently having to go to surrounding communities to find outlets for their creativity in arts programs in Schaumburg, Elgin, Wheaton and as far away as Woodstock.

Through the public response at two public meetings, Bartlett residents have expressed enthusiastic support of an active cultural arts group, which through its programs and events, can enhance the quality of life, open up new worlds for children and adults alike, support the local talent, and bring visitors and revenue to the community. The Village, now reviewing proposals from developers for a new 10-acre Town Center, has also expressed support of a group that will plan arts events and programs that will draw residents and visitors of all ages to downtown Bartlett.

The focal point of Arts in Bartlett is to improve the community by way of the arts. Like other arts councils in nearby communities, this new group hopes to bring a diversity of events to the Bartlett area so that the multitude of cultural arts can be experienced and enjoyed by all.

Through its activities, Arts in Bartlett wants to make the full variety of media and multicultural experiences accessible to people of all ages and backgrounds, whether they want to create, actively participate, experiment or simply appreciate the arts.

Arts in Bartlett envisions a community where the overall quality of life is enhanced and each individual is made richer through open participation in the arts.

٣

Arts in Bartlett Income Statement For the Twelve Months Ending December 31, 2017

		Current Month		Year to Date	
Revenues		e differit Monul		i car to Date	
Sales-Dues	\$	9,487.99	17.72	\$ 9,487.99	17.72
Sales-Art Fair Space Fees		1,425.00	2.66	1,425.00	2.66
Sales-Art Fair Food Vendor Fee		750.00	1.40	750.00	1.40
Sales-Sponsorships		6,110.00	11.41	6,110.00	11.41
Contributions		6,520.98	12.18	6,520.98	12.18
Grant for Youth Employment		3,120.00	5.83	3,120.00	5.83
Budding Talent		75.00	0.14	75.00	0.14
Art Classes		15.85	0.03	15.85	0.03
15th Anniversary Contribution		1,165.30	2.18	1,165.30	2.18
Sales-Pop-up Shop		240.00	0.45	240.00	0.45
Gallery Income		3,847.07	7.18	3,847.07	7.18
Fund Raiser		210.00	0.39	210.00	
Rental Income		17,971.00	33.56	17,971.00	0.39
Sales-First Fridays		1,510.10	2.82	1,510.10	33.56
Interest Income		30.84	0.06		2.82
Dine Around		1,060.67	1.98	30.84	0.06
Finance Charge Income		13.45	0.03	1,060.67	1.98
	1.0	15.45	0.05	 13.45	0.03
Total Revenues		53,553.25	100.00	 53,553.25	100.00
Cost of Sales					
Cost of Sales-Gallery		1,366.17	2.55	1,366.17	2.55
Cost of Sales-Art Fair		3,298.06	6.16	3,298.06	6.16
Cost of Sales-Art Fair Ads		2,004.78	3.74	2,004.78	3.74
Cost of Sales-Entertainment		500.00	0.93	500.00	0.93
Cost of Sales-First Fridays		128.36	0.24	128.36	0.24
Cost of Sales-Scholarship		600.00	1.12	600.00	1.12
Cost of Sales-Youth Employment		3,223.00	6.02	3,223.00	6.02
Cost of Sales-Credit Card Fees		304.67	0.57	 304.67	0.57
Total Cost of Sales		11,425.04	21.33	11,425.04	21.33
Gross Profit		42,128.21	78.67	42,128.21	78.67
Expenses					
Membership Dues		075.00	0.51	122223	
Website Expense		275.00	0.51	275.00	0.51
Advertising		194.87	0.36	194.87	0.36
Insurance Expense		234.50	0.44	234.50	0.44
Office Supplies		1,485.30	2.77	1,485.30	2.77
		556.28	1.04	556.28	1.04
Telephone/Computer		1,348.99	2.52	1,348.99	2.52
Postage and Shipping		286.00	0.53	286.00	0.53
Rent Expense Utilities		29,198.17	54.52	29,198.17	54.52
		4,065.57	7.59	4,065.57	7.59
Repairs and Maintenance		712.33	1.33	712.33	1.33
Printing Expense		730.83	1.36	730.83	1.36
Program Expense		262.19	0.49	262.19	0.49
Catering & Hospitality		52.99	0.10	52.99	0.10
Interest Expense		16.72	0.03	16.72	0.03
Leased Equipment Expense		939.60	1.75	939.60	1.75
Other Expense	-	100.00	0.19	 100.00	0.19
Total Expenses	<u></u>	40,459.34	75.55	 40,459.34	75.55
Net Income	\$	1,668.87	3.12 \$	 1,668.87	3.12

Arts in Bartlett Income Statement For the Twelve Months Ending December 31, 2016

•

2.

		Current Month			Year to Date	
Revenues					i our to Duto	
Sales-Dues	\$	6,919.30	13.79	\$	6,919.30	13.79
Sales-Art Fair Space Fees		3,955.00	7.88		3,955.00	7.88
Sales-Art Fair Food Vendor Fee		300.00	0.60		300.00	0.60
Sales-Art Fair Jury Fees		520.00	1.04		520.00	1.04
Sales-Sponsorships		5,250.00	10.46		5,250.00	10.46
Sales Spring Showcase		970.00	1.93		970.00	1.93
Contributions		6,122.05	12.20		6,122.05	12.20
Grant for Youth Employment		2,340.00	4.66		2,340.00	4.66
Bright Future Donations		650.00	1.30		650.00	1.30
15th Anniversary Contribution		485.00	0.97		485.00	0.97
Sales-Play		270.00	0.54		270.00	0.54
Sales-Booster 2018		945.00	1.88		945.00	1.88
Gallery Income		1,065.77	2.12		1,065.77	2.12
Rental Income		17,675.00	35.22		17,675.00	35.22
Sales-First Fridays		1,632.00	3.25		1,632.00	3.25
Interest Income		0.55	0.00		0.55	0.00
Dine Around		1,090.22	2.17		1,090.22	2.17
	-				-,	2.17
Total Revenues		50,189.89	100.00	_	50,189.89	100.00
Cost of Sales						
Cost of Sales-Art Fair		1,981.48	3.95		1,981.48	3.95
Cost of Sales-Art Fair Prizes		1,350.00	2.69		1,350.00	2.69
Cost of Sales-Art Fair Ads		1,554.97	3.10		1,554.97	3.10
Cost of Sales-Entertainment		1,180.00	2.35		1,180.00	2.35
Cost of Sales-First Fridays		176.03	0.35		176.03	0.35
Cost of Sales-Scholarship		600.00	1.20		600.00	1.20
Cost of Sales-Youth Employment		2,605.00	5.19		2,605.00	5.19
Cost of Sales-Credit Card Fees		457.23	0.91		457.23	0.91
Total Cost of Sales		9,904.71	19.73		9,904.71	19.73
Gross Profit		40,285.18	80.27		40,285.18	80.27
Expenses						
Membership Dues		325.00	0.65		325.00	0.65
Website Expense		127.64	0.25		127.64	0.25
Advertising		697.12	1.39		697.12	1.39
Insurance Expense		207.70	0.41		207.70	0.41
Office Supplies		746.09	1.49		746.09	1.49
Telephone/Computer		1,174.28	2.34		1,174.28	2.34
Postage and Shipping		268.32	0.53		268.32	0.53
Rent Expense		31,426.75	62.62		31,426.75	62.62
Utilities		3,714.08	7.40		3,714.08	7.40
Repairs and Maintenance		669.55	1.33		669.55	1.33
Printing Expense		680.57	1.36		680.57	1.36
Program Expense		194.01	0.39		194.01	0.39
Catering & Hospitality		104.08	0.21		104.08	0.21
Interest Expense		9.45	0.02		9.45	0.02
Leased Equipment Expense	-	1,311.43	2.61		1,311.43	2.61
Total Expenses		41,656.07	83.00		41,656.07	83.00
Net Income	\$	(1,370.89)	(2.73)	\$	(1,370.89)	(2.73)

ite	110	
Ŧ	10	

ARTS IN BARTLETT BUDGET

Fille Britteerr Boboer		
	2018	2019
INCOME		
MEMBER DUES	6,500.00	6,000.00
FESTIVAL	3,000.00	5,000.00
SPONSORSHIP	7,000.00	7,300.00
RENTAL INCOME	18,000.00	18,420.00
GRANTS	5,000.00	3,000.00
FUND RAISERS	2,000.00	10,700.00
GALLERY SALES	2,000.00	3,000.00
TOTAL INCOME	41,500.00	50,420.00
COST OF SALES		
FESTIVAL	4,800.00	6,787.00
FUNDRAISERS	500.00	3,180.00
GRANTS	5,000.00	5,000.00
MEETINGS	200.00	200.00
PROGRAMS	750.00	750.00
SCHOLARSHIP	500.00	500.00
GALLERY PAYMENTS	1,500.00	2,500.00
TOTAL COST OF SALES	13,250.00	18,917.00
EXPENSES		
RENT	32,727.00	35,089.00
UTILITIES	4,000.00	4,500.00
LEASED EQUIPMENT	-	14 C
INSURANCE	1,450.00	1,000.00
ADVERTISING	600.00	200.00
OFFICE	300.00	400.00
REPAIRS & MAINT OTHER	600.00	2,000.00
TOTAL EXPENSES	39,677.00	43,189.00
NET PROFIT (LOSS)	(11,427.00)	(11,686.00)

APPENDIX 15B

Post Funding Report

November 1, 2018

Arts in Bartlett

\$4,750 received for 2018

Description of program or service funded

2017 Global Arts Festival in Bartlett Park, June 23-24, 2018. All funds received had to be used to produce the festival, partially covering the costs.

Allocation of funds to specific purposes

2018 Global Arts Festival: \$4,750

Entertainment	\$640
Stage/tent/generator rental	\$3,110 of \$3,310
Advertising	\$1,000 of \$2,189

Outcome of programs

Overall we estimate that all our programming in 2018 so far benefited more than 10,000 area residents, including 3,000 children, 335 artists and performers through the work of 95 volunteers. See other "outcomes" detailed in #9 how mission benefits residents and #10 Activities, especially Global Arts Festival.

ULAGE OF BAD
the state of the s
TIN III
THO CALL THE
CRESS WITH PL

CRESS WITH PR
Post Funding Report
Date: November 208
Name of organization receiving funds: Arts in Bartleet WEP
Amount of funda received: Ru 2100
Amount of funds received: <u>\$4,750</u> Description of program or service funded:
See attached
Allocation of funds to specific purposes (attach additional sheets if necessary)
See abliebed

Describe outcome of program (for example number of attendees, volunteer hours provided):

5 extachel

(Signature and title of organization officer, director, or trustee.)

Centre Alm Signature Execution Directer

Title

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103

Attn: Administration Department



APPLICATION FOR FUNDING REQUEST

Manufa!

The following information must be completed, and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1. Name of Organization: Bartlett Area Chamber of Commerce

2. Address: 335 S. Main St., Bartlett, IL 60103

3. Employer Identification Number:

4. Name of Contact Person: Annual Contact Person:

Phone Number:

E-Mail: nan@bartlettareachamber.com

5. Are you a not-for-profit corporation? Yes If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.

6. Are you an unincorporated association? No If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

7. **Have you adopted bylaws?** Yes – Attached. If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

8. Purposes for which your organization was formed and presently operates:

The purpose of the Bartlett Area Chamber of Commerce is to promote the business and professional interests of the member businesses of the Bartlett Area Chamber of Commerce; to support and encourage community improvements; to work with the Village of Bartlett on business strategies, issues, and concerns; to be an advocate of member businesses; to assist and foster activities through which the community will expand its business, industrial, and/or residential areas; and to advance programs through which the businesses and the residents of the community will become better informed as to the civic and developmental activities in the Bartlett area.

9. Please describe how your mission and goals benefit the residents of Bartlett.

The Bartlett Area Chamber strives to provide important resources to the businesses and residents within our community. Our efforts to provide local businesses with benefits and services to aid in their growth work to improve our community as a whole. Thriving businesses translate to a thriving community – one which our residents can be proud to call home.



10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

The Chamber Board is comprised of all volunteers who work together to donate countless hours in its commitment to make Bartlett a better community for all. Chamber representatives work closely to form partnerships within Bartlett at all levels – the Park District, Village Government, the Library, the School District, and Police Department.

Most recently, the Chamber launched a concerted effort to "Keep it Local." We are working with and encouraging area residents to use the Chamber as a resource. We want people to know they can call the office or use the website when searching for a plumber, chiropractor, realtor, travel agent, restaurant, etc. We kicked this off at the Village NNO celebration with excellent feedback. Plans call for the continuation of this campaign, including making this "Ask the Chamber" a focus in the 2019 Business/Community Resource Guide, mailed to 15,000 area residents. In addition, Chamber staff will work with Village staff to include the graphic pictured here in the digital packet to welcome new residents to Bartlett and to make them feel at home. This will also be marketed to residents via social media platforms to raise awareness of what the Chamber offers and to encourage all to shop and support local businesses.

In addition, the Chamber offers an annual spring trip to both members and residents of Bartlett and neighboring areas. Guests traveled to China in the spring of 2018 and are scheduled to go to Tuscany in March 2019. These travel opportunities have been successful in bringing residents together and offer an opportunity for members, residents, friends, and family to travel with a guide and planned itinerary at a discounted price.

Past efforts include a partnership with the Bartlett Public Library to provide community members (non-Chamber members) with a five-part educational series dedicated to supporting local entrepreneurs in business start-up efforts. Programming featured valuable and free resources designed to aid participants in marketing and business plan development, tax and entity planning, legal matters covering issues ranging from agreements to zoning and offered advice and assistance from village representatives on filing paperwork on the local, state and federal level.

Another important and meaningful partnership was formed between the Chamber and U-46. For several years, Chamber members volunteered time to coordinate and run a High School Mentoring Program. Members representing Chamber businesses – from accounting and photography to marketing and insurance services – spent time at BHS and SEHS, working with students to share experiences in these fields. In addition, several programs offered valuable advice and resources to participating classes during each period of the school day. Several of our Village Trustees also spoke to AP Government students at Bartlett High School on the local election and government process. This time was donated and provided by our members to give back to our community. We currently work with the AVID classes to provide speakers and mentors upon request.

The Chamber also partners with Fifth Third Bank in the collection of food and nonperishable items to benefit the Hanover Township Food Pantry. Annual events in which community members are encouraged to attend include the Breakfast with the Village, Golf Outing, the Steak Fry, Casino Night, the Holiday Tree Lighting, sponsored by the Chamber, the Village and the Park District, and the Rotary/Chamber Holiday Luncheon. These are just several examples of work the Chamber has done within the community to provide our residents with valuable resources, and this is in addition to the day-to-day efforts the Chamber takes to serve the business community within Bartlett.

11. Amount of money your organization is requesting: \$2210.00 to be used over the course of 2019 to support various Chamber events and initiatives.

12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

Annual Gold Chamber Membership to include: \$560 Annual Investment

All the Bronze membership benefits PLUS:

(4) Group e-blasts per calendar year

(1) Set of mailing labels per year

(4) \$25 Certificates for Chamber Events, Luncheons or Breakfasts Highlighted listing in the Business & Community Guide

Company name listed as Gold member in every Chamber newsletter Company name listed as Gold member in every e-blast sent to membership Company information can be displayed in our Business Resource Center

\$750 Golf Sponsorship Dinner – Includes hole sponsorship, signage with logo displayed at registration and in the dining room; special recognition during dinner. Sponsorship will be acknowledged in golf outing mailing, numerous eblasts, in all advertising, and on web site.

\$200 Annual Casino Royale Sponsor – Sponsorship will be acknowledged in event communication to members, on web site, in all advertising, and through event signage.

\$250 Steak Fry Sponsorship – Recognition will be provided in advertising, eblasts to members, on website, event signage and all member communications/promotions.
\$150 Choir sponsorship for Annual Tree Lighting – Cost to cover stipend paid to the South Elgin High School Choir for its performance in the Gazebo at the Annual Tree Lighting. Sponsorship acknowledged on Chamber website, eblasts to membership, in annual Examiner Holiday Gift Guide and event signage.

\$300 Holiday Luncheon Sponsor – Provide support to the Bartlett Chamber of Commerce as new Board members are installed. Recognition on Chamber website, eblasts to membership and event signage.

13. What is the date or general timeframe in which the funds will be used? All funding will be utilized during the 2019 calendar year.

14. **Is your organization a recognized 501(c)(3) tax exempt entity?** NO _ If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.

15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.

16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date: 10/29/18

.

(Signature and title of organization officer, director, or trustee.)

tto Sudishay re dist/CES Signature resident/CEO

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103 Attn: Administration Department



To all ho in how these Personts Shall Cours. Governing:

Where Merides of Incorporation, duly signed, and verified of

<u>GREATER BARTLETT CHAMBER OF COMMERCE</u> have been filed in the Office of the Secretary of State on the 18th day of <u>October</u> A. D. 19_TLas provided by the "GENERAL NOT FOR PROFIT CORPORATION ACT" of Illinois, approved July 17, 1943, in force January 1. A. D. 1944;

Alan J. Dixon Now Therefore I. Marin State of by virtue of the powers rested in me by law do hereby issue this Certificate of Incorporation, and attach thereto a copy of the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, Theretoset my hand and cause to be affixed the Great Seal of the State of Illinois Done at the City of Gringfield this 18th day of October AD.19 Tland of the Independence of the United States the stor hundred, and_____ ((seal)) (l'04

000

Filing Fee \$25.00

ABTICLES OF INCORPORATION UNDER THE GENERAL NOT FOR PROFIT CORPORATION ACT

FORM NP-29

ENERGIANOI FOR FROFIL COMPORATION AC

(These Articles Must Be Filed in Duplicate)

cretary of State, Springfield, Ill	inois.		Date Paid Filing Fee Clerk	t Write in This Space) 10 - 18 - >> \$
We, the undersigned,				6752 31
we, the undersigned,	Over less than t	three)		
Name	Number	Btreet	Address City	State
CHILLE A THE REAL	AN AREAS		Bartlett	Illinois
CALCULATION DE	The sould alter a	• 1	Bartlett	fillinois
Robertkingenxmxmxm	xmktoxhxitizoisonxm	xmxmxmxm	Barthetmx	mxmxnikinxmxm
Poste Stress	1 Stands Weissen		Bartlett	Illinois .
Repark Roatex mx mx mx mx mx m	v militav Bernam v m v m v	vmvmvmvmvm	Banthattav	my my nikimonis
The period of duration of the con	poration is: perpetu	ial (Piesse state "per	enal" or a defin	its sumber of Film
The name of the corporation is:_	Greater Bartlett Cha	amber of Com	merce	
The period of duration of the con	poration is: perpetu	Clease stats "per;	sourt" or a defin	T
The address of its initial Regist	ered Office in the State of	of Illinois iss	Bert ett	e e e e e e e e e e e e e e e e e e e
XSCHEREXIN the Village	of Bartlett	((<u>60103</u>) (Zip Code)	County of	Cook an
the name of its initial Register	red Agent at said Address	vis: delone. ?.	(unreal)	
the name of its initial Register The first Board of Directors shall			and addresse	s being as follows:
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
	be Ninein_m		•	s being as follows: State
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
The first Board of Directors shall	be <u>Nine</u> in m Groc less than thread	umber, their names	Address	
The first Board of Directors shall	Number	Btreet	Address	

professional interests of the Village of Bartlett and its adjoining areas; to foster and promote civic and community improvements to assist in and foster activities through which the community will orderly and beneficially expand its business, industrial and residential areas; and to advance programs through which the residents of the community will become better informed as to the civic and <u>business</u> operations in

the area.

OVER

1

PAID OCT 1 9 1977

ALAN J. DIXON Secretary of State

--.... ----(NOTE: Any special provision authorized or permitted by statute to may be inserted above.) be contained in the Articles of Incorporation, -UST SIGN BELOW) -- ----. . . . Ţ Incorporators ---. --ACKNOWLEDGMENT STATE OF ILLINOIS, \$5. County of _____ Du Page I. . a Notary Public do hereby certify that on the October day of_ 77 19 personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written? PLACE (NOTARIAL SEAL) - HERE---Ca C 2 **T T** -5.28-483-9 ā **Priled** ARTICLES OF INCORPORATION GENERAL NOT FOR PROFIT SECRETARY OF STATE bne 001181977 FILED CORPORATION ACT (These Articles Must Be Executed Duplicate) FORM NP-29 under the Jo Filing Fee \$25.00 1. 10.0



BARTLETT AREA CHAMBER OF COMMERCE CONSTITUTION AND BY-LAWS

Article 1: Name/Logo

The name of this organization shall be BARTLETT AREA CHAMBER OF COMMERCE. The use of the Bartlett Chamber of Commerce logo, name or event name for public or private display or use shall be at the discretion or approval of the current Board of Directors of the Bartlett Chamber of Commerce.

Article II: Mission & Purpose

Mission: The Bartlett Area Chamber of Commerce is dedicated to creating a thriving and vibrant business community through promoting and supporting local business organizational and individual members.

The purpose of this organization shall be to promote the business and professional interests of the member businesses of the Bartlett Area Chamber of Commerce; to support and encourage community improvements; to work with the Villages of Bartlett and Hanover Park on business strategies, issues, and concerns; to be an advocate of member businesses; to assist and foster activities through which the community will orderly and beneficially expand its business, industrial, and/or residential areas; and to advance programs through which the businesses and the residents of the community will become better informed as to the civic and developmental activities in Bartlett, Hanover Park, and surrounding areas.

Article III: Membership

Section 1: Membership Application

The Bartlett Area Chamber of Commerce considers the members its most important asset. It is the continuing policy of the Bartlett Area Chamber of Commerce to extend membership to all qualified individuals and businesses without regard to race, color, religion, national origin, age, sex, physical or mental handicap, or any other improper consideration, all as defined and required by federal and state laws and regulations. All applications for membership shall be accompanied by payment of dues in accordance with the dues schedule then in effect.

Section 2: Regular Membership

- A. Regular Membership: Any person, partnership, association, or corporation shall be eligible for regular membership in the Bartlett Area Chamber of Commerce. Special membership levels may be determined and approved by the current Board of Directors.
- B. Not-for-Profit or Individual Membership: Persons who are members of not-for-profit organizations, teachers, retired persons, ministers, priests, rabbis, or other clergy may apply for a Not-for-Profit or Individual Membership.
- C. Honorary Memberships: Elected state and national government representatives may apply for, and be granted, an Honorary Membership, with approval by the current Board of Directors. Past Presidents with at least ten years of service are automatically eligible for honorary memberships.

Section 3: Delinquent Members

Any member with an outstanding balance over sixty days may be considered delinquent, with membership suspended, until the account is made current.

Section 4: Termination of Membership

- A. A membership in the Bartlett Area Chamber of Commerce may be terminated at any time by voluntary resignation of any member or business. However, there will be no proration or refund of dues for any unused portion of the calendar year for which the membership applied.
- B. A membership may be terminated by a majority vote of the Board of Directors for non-payment of dues or any other outstanding balance or for conduct considered detrimental to the Chamber. Prior to the vote, the Board of Directors shall provide the member with notice and an opportunity for a hearing.

Article IV: Meetings

Section 1: Membership Meetings

- A. An annual meeting of the Bartlett Area Chamber of Commerce general membership shall be held during the month of January or as otherwise determined by the current Board of Directors.
- B: There shall be regular Board meetings held during each month for the purpose of conducting the business of the Chamber. Dates shall be determined by the current Board; the Board may cancel a monthly meeting by majority vote. These meetings are open meetings to Chamber members in good standing, and all Chamber members are encouraged to attend.
- C. A general membership meeting may be called at any time by the President and/or Board of Directors.

Section 2: Quorums

- A. Membership meeting: A quorum for the transaction of business at any membership meeting shall consist of 10% of the regular membership at the time of the meeting.
- B. Board Meeting: A quorum for the transaction of business at any Board meeting shall consist of a majority of voting directors, including officers.
- C. No Chamber of Commerce business may be transacted without the presence of a quorum.

Section 3: Voting Acceptance

- A. At all Board meetings, a majority vote of Directors present (assuming a quorum is present) shall be required on all business issues put to vote to gain acceptance.
- B. At all general membership meetings, a majority vote of all general members present (assuming a 10% quorum is present) shall be required on all business issues put to vote to gain acceptance.
- C. Notwithstanding any other provision herein and as more fully set forth in the Policy Manual, the Chair may call an emergency meeting of the Board Directors to consider exigent matters. A quorum shall be required for said emergency meeting, but the Chair may accept votes by the Board via email.

Article V: Committees

Section 1: Appointment and Authority

The Board Chair, by and with the advice and consent of the Board of Directors, shall appoint all committees and committee chairpersons to carry out the programs of the Chamber. It shall be the function of the committee to fulfill its assigned task, make investigations, conduct studies and hearings, and make recommendations to the Board of Directors and to carry on such activities as may be delegated by the Chair and/or Board.

Section 2: Limitation of Authority

No action by any member, committee, division, employee, director, or officer shall be binding upon or constitute an expression of, the policy of the Chamber until it shall have been approved or ratified by the Board of Directors.

Section 3: Finance Committee

A Finance Committee shall be appointed when necessary by the Executive Board.

Section 4: Executive Board

The Executive Board shall consist of the Chairman of the Board, Chair-Elect, Treasurer, Past Chair (if current Board Member), up to three current Board members, and the President and CEO who serves in a non-voting capacity. These Board members shall have served at least one year one the Board of Directors prior to being eligible. The function of the Executive Board shall be to act in the interim on behalf of the Board of Directors, to ascertain whether certain issues be brought to the full Board, and to oversee the committees and responsibilities of the full Board.

Article VI: Finance

Section 1: Fiscal Year

The Bartlett Area Chamber of Commerce shall operate on a calendar year basis.

Section 2: Membership Investments or Dues

Effective June 1, 2015, all new membership will be computed on an annual basis. Annual renewal fees will be considered due the first of the month of each calendar year following initial payment. Members in good standing within the last sixty (60) days will not be considered new members and will default to their original anniversary date.

Section 3: Dues Schedule

The annual dues for membership shall be determined by the Board of Directors, reviewed annually, and maintained biannually.

Section 4: Financial Disbursement Limitations

The Executive Board shall set forth authorization guidelines as to the limits of expenditures that may be made by the Treasurer, Board Chair, President, or Chamber staff. These limits will be recorded in the current Policy Manual.

Article VII: Board of Directors

Section 1: Eligibility

- A. Any Chamber member in good standing may serve on the Board of Directors, subject to the election guidelines set forth by policy.
- B. A Director may maintain his/her membership in other Chambers of Commerce while serving on the Board of the Bartlett Area Chamber of Commerce as long as there are no conflicts of interest.

Section 2: Election of Officers and Directors

- A. At the annual meeting of the Bartlett Area Chamber of Commerce, there shall be installation of the new Board of Directors. Said Directors shall fulfill their new terms beginning January 1 of the following year, as prescribed in these By-Laws. All Directors will be full voting positions.
 - 1. The number of Directors to serve on the Board shall be determined by the current Board of Directors.
 - 2. Full Director's terms shall be two years, unless otherwise noted.

3. Associate Director's terms shall be one year. The number of Associate Director positions will be determined by the current Board.

4. An individual may serve on the Board of Directors no more than six (6) consecutive years including Full Director and Officer. The Associate Director year will not count as one of the six (6) years. The exception to this would be an additional, seventh, year for the Board Chair to serve one final year as Past Chair.4. Any individual wishing to return to the Board may do so after a one year sabbatical.

- B. Directors shall be elected by the general membership from a single slate. The slate shall be selected by a review committee consisting of current Directors and reviewed from nominations submitted by the general membership.
- D. Officers of the Bartlett Area Chamber of Commerce shall be determined by the elected Board of Directors at a meeting prior to January 1st. Officers shall serve one year terms and may not serve more than two consecutive terms in the same position. The Chair shall serve an additional year on the Board of Directors after his/her term as Past Chair and shall assist the new Chair as needed.
- D. The Board shall set policy as to the eligibility of Directors becoming officers.
- E. In the event of a resignation of an Officer during his term, the position shall be filled by election of one of the current Directors and approved by the full Board of Directors.
- F. There shall also be appointed representatives from the Villages of Bartlett and Hanover Park, Bartlett and Hanover Park Park District, Bartlett and Hanover Park Public Library District, and School District U-46 to serve as full voting Directors of the Board. These Directors shall facilitate communication and cooperation between the Chamber of Commerce and their respective governmental agencies. In addition, these Directors shall have the same rights and responsibilities as other Directors as set forth herein and by Board policy.

Section 3: Termination

- A. The Board of Directors shall institute a policy which defines the responsibilities of Board members and the consequences of non-fulfillment of these duties.
- B. In the event of the resignation of a Director at large before the expiration of his or her term and with said term having less than a year to run, the Board of Directors has the option to elect a successor for the duration of the unexpired term. In the event of the resignation of a Director at large whose term has more than a year remaining, the Board of Directors shall elect a successor to serve for the duration of the current fiscal year, and the membership shall fill the post as part of the general election at the next regular election of officers and Directors.

Section 4: Duties

- A. The Board of Directors shall be the governing body of the Bartlett Area Chamber of Commerce and shall manage the business and affairs of the organization. The Board of Directors shall cause an annual budget to be created and approved and provide for the expenditures of the association funds. Thereafter, expenditures made pursuant to the budget shall not require further approval of the Board of Directors, but all expenditures on behalf of the organization must be approved by the Board of Directors through financial reporting.
- B. It is the responsibility of each Director to be an active participant in governing the Chamber of Commerce, to support the Chamber of Commerce in the community, and to endorse Chamber of Commerce membership to other businesses.
- C. The Board of Directors shall act and shall initiate such proposed change in the By-Laws as may be necessary for the proper conduct of the affairs of the Bartlett Area Chamber of Commerce.

Section 5: Officers

A. The Board Chair shall: 1) preside at all meetings of the membership and Board of Directors and shall cast a vote only to break a tie; 2) the Board Chair shall appoint the chairman and members of the standing committees with the advice and consent of the Board of Directors; and 3) the Board Chair may appoint special committees from time to time as the needs of the Chamber may require. The Board Chair shall give active leadership to the organization, to the end that a progressive program consistent with the aims of the Bartlett Chamber of Commerce is pursued, and shall conduct the affairs of the Chamber in accordance with these By-Laws, and shall supervise the activities of all employees of the Chamber.

- B. The Chair-Elect shall assume all the usual duties of the Chair in his absence and take an active role in assisting the Chair with the leadership of the organization.
- C. The Treasurer shall maintain books and records and render reports at each Board meeting. The Treasurer shall also render a monthly accounting of all receipts and disbursements and shall keep the Board of Directors advised in all phases of the organization's financial operations. The Treasurer will be responsible for overseeing that all required financial reporting be done in a timely manner.
- D. Successions to Offices: In the event of the resignation of the Board Chair before the expiration of the term of office, the Board of Directors shall thereupon designate the Chair-Elect to act as Chair for the rest of the term. In the event of the resignation of any of the other officers during their terms in office, the Board of Directors shall elect a successor for the duration of the unexpired term.
- E. Officers of the Bartlett Area Chamber of Commerce may not hold a Director position on another Chamber Board due to a conflict of interest. However, officers may join, and/or continue regular membership status in other Chambers of Commerce.

Article VIII: Employees

- A. The Board of Directors may, at its discretion, employ persons for managerial, office or other functions requiring full or part-time paid employees and make provisions in the budget for such employment.
- B. In the employment of such persons, the Bartlett Area Chamber of Commerce shall extend employment opportunities to all qualified individuals without regard to race, color, religion, national origin, age, sex or physical or mental handicap all as defined and required by federal and state laws and regulation.
- C. Employees will be subject to salary reviews after 90 days of employment and annually thereafter. The President and CEO will be responsible for staff reviews, subject to approval by the Executive Board. The President's review shall be conducted by the Chair, Chair-Elect and/or Immediate Past Chair and review with the Executive Board.
- D. Common employment practices as determined and approved by the Board of Directors shall be kept current in the Bartlett Area Chamber of Commerce policy manual.

Article IX: Adoption

These By-Laws shall become effective immediately upon Board approval and shall supersede all previous constitutions, By-Laws, and amendments.

Article X: Amendments

Section 1: Approval

Recommendations for amendments to the By-Laws must be approved by the Board of Directors. Upon approval by the Board of Directors, the approved form of amendments shall be announced to current Bartlett Area Chamber of Commerce members.

Article XI: Dissolution

- A. At any regular general membership meeting or special meeting of the general membership, upon a majority vote of the members present, assuming a quorum has been met, this organization may be dissolved.
- B. Should the Bartlett Area Chamber of Commerce be dissolved, the Board Chair will direct the Treasurer to satisfy all outstanding liabilities of the Chamber. Formal written notice shall be made to all members of the Chamber and, when all expenses have been satisfied, the balance in the treasury will be divided equally among those regular members in good standing on the date of the vote to dissolve the Chamber. In the alternative, upon a

majority vote of the Board of Directors, the Chamber may divide the treasury among one or more chamber member not-for-profit organizations.

Article XII: Indemnification of Directors, Officers, and Employees

- B. The Chamber shall have power to indemnify any officer or Director (including the President & CEO), employee or agent ("Indemnitee") who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Chamber) by reason of the fact that the Indemnitee is or was a Director, officer, employee or agent of the Chamber against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding if the Indemnitee acted in good faith and in a manner he reasonably believed to be in good faith or not opposed to the best interests of the Chamber, and, with respect to any criminal action, suit or proceeding, by judgement or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the Indemnitee did not act in good faith and in a manner which is reasonably believed to be in good faith or not opposed to the best interest of the best interest of the Chamber, and with respect to any criminal action, suit or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding, by judgement or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the Indemnitee did not act in good faith and in a manner which is reasonably believed to be in good faith or not opposed to the best interest of the Chamber, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- C. Any indemnification hereunder (unless ordered by the court) shall be made by the Chamber only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances. Such determination shall be made (a) by a majority vote of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, or (c) by independent legal counsel in a written opinion.

These By-Laws were approved and ADOPTED BY THE BOARD OF DIRECTORS May 17, 2017.



The following information must be completed, and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1. Name of Organization: Alignment Collaborative for Education

2. Address: 1750 Grandstand Place, Suite 5, Elgin, IL 60047

3. Employer Identification Number:

4. Name of Contact Person: Management

Phone Number:

E-Mail: colemanace@align4edu.org

5. Are you a not-for-profit corporation? Yes If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles

6. Are you an unincorporated association? <u>No</u> If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

7. Have you adopted bylaws? Yes If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

2 APPENDIX 15A 8. Purposes for which your organization was formed and presently operates:

<u>The Alignment Collaborative for Education is a collective impact organization of business and civic</u> <u>leaders from 11 northwestern communities working in partnership with School District U-46 to assist in</u> <u>the implementation of its strategic plan focusing on student achievement and community engagement.</u> <u>The organization is a 501(c)3 organization receiving it funding from business, private foundations,</u> <u>community organizations, municipalities and School District U-46.</u>

9. Please describe how your mission and goals benefit the residents of Bartlett.

Alignment mobilizes the U-46 community to be engaged partners helping students connect education and workforce. Through Alignment's partnerships with 120 businesses and community organizations, it is positioned to work with these partners to provide students career exploration and work-based learning experiences. Helping students navigate multiple career and educational pathway opportunities allows them to see the many career opportunities within their own community resulting in creating a sustainable, local workforce and a community of choice.

10.Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

The Village of Bartlett has been actively involved in supporting Alignment's efforts to provide workbased learning opportunities for Bartlett High School students. This summer, Alignment coordinated its first summer internship program as a pilot with the Village of Bartlett and the Bartlett High School STEM Academy. Seven students began and completed all program requirements. These students had the opportunity to learn about careers in communications, engineering, geo science, public administration, etc., all as interns working with Village of Bartlett employees. In addition to the internship programs, all 8th grade, U-46 students residing in Bartlett participated in EXPLORE 2018 meeting businesses representing 86 careers and 16 industry clusters.

3 APPENDIX 15A 11.Amount of money your organization is requesting: <u>\$6,542 (equivalent to \$1 for</u> each U-46 student enrolled residing in the Village of Bartlett)

12.Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

Funding is requested to assist with career exploration and work-based learning programs sponsored by the Alignment Collaborative for Education in partnership with School District U-46. Plans are already established to offer summer internship programs as well as having all 8th grade students and teachers, over 3000 last year, participate in EXPLORE 2019 planned for September 12[,] 2019, at the Sears Centre. In addition to student events, Alignment will also continue to sponsor industry roundtables and parent forums discussing the educational requirements and experiences needed to have students academic and career ready.

13.What is the date or general timeframe in which the funds will be used? March 1, 2018 to September 30, 2019

14.Is your organization a recognized 501(c)(3) tax exempt entity? Yes If "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.

15.Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.

16.Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year. Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded. 4 APPENDIX 15A Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date: 11/1/18

(Signature and title of organization officer, director, or trustee.)

Signature Title Nancy Coleman, Executive Director

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103 Attn: Administration Department



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JUNE 22, 2015

7016-465-5

CSC NETWORKS 801 ADLAI STEVENSON DR SPRINGFIELD, IL 62703

RE ALIGNMENT COLLABORATIVE FOR EDUCATION, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF INCORPORATION OF THE ABOVE NAMED CORPORATION. THE CORPORATION IS REQUIRED TO FILE AN ANNUAL REPORT EACH YEAR. BLANK FORMS WILL BE MAILED BY THIS OFFICE TO THE REGISTERED AGENT AS SHOWN BY OUR FILES APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH. (ORIGINAL DATE OF INCORPORATION).

THE REQUIRED FEE OF \$50.00 IN THIS CONNECTION HAS BEEN RECEIVED AND PLACED TO YOUR CREDIT.

CERTAIN NOT FOR PROFIT CORPORATIONS ORGANIZED AS A CHARITABLE CORP-ORATION ARE REQUIRED TO REGISTER WITH THE OFFICE OF THE ATTORNEY GENERAL. UPON RECEIPT OF THE ENCLOSED ARTICLES OF INCORPORATION, YOU MUST-CONTACT THE CHARITABLE TRUST DIVISION, OFFICE OF THE ATTORNEY GENERAL, 100 W. RANDOLPH, 11TH FLOOR, CHICAGO, ILLINOIS 60601 TELEPHONE (312) 814-2595.

THE ISSUANCE OF THE ARTICLES OF INCORPORATION DOES NOT ENTITLE THE CORPORATION TO A PROPERTY TAX EXEMPTION. YOU MUST APPLY FOR THAT EXEMPTION THROUGH THE BOARD OF REVIEW IN THE COUNTY WHERE THE REAL ESTATE IS LOCATED.

SINCERELY,

ase White

JESSE WHITE SECRETARY OF STATE DEPARTMENT OF BUSINESS SERVICES CORPORATION DIVISION TELEPHONE (217) 782-6961

FORM NFP 102.10 (rev. ARTICLES OF INCORPORA General Not For Profit Corpor Secretary of State Department of Business Serv 501 S. Second St., Rm. 350 Springfield, IL 62756 217-782-9522 www.cyberdrivel/linois.com Remit payment in the form of cashier's check, certified chec money order or Illinois attorne or C.P.A.'s check payable to Secretary of State.	TION ration Act ices JUN SECRETA				proved: J.P.F.
Article 1. Corporate Name: <u>Alignmen</u> Article 2. Name and Address of Regis					
Corporate Name: Alignme				Last	Name
Corporate Name: Alignmer Article 2. Name and Address of Regis	stered Agent and F		Office in Illinois: Middle Name		
Corporate Name: Alignme Article 2. Name and Address of Registered Agent:	Stered Agent and F First Name Number	Registered O	Office in Illinois: Middle Name Street	Sulte # (P.O. Box al	
Corporate Name: Alignmer Article 2. Name and Address of Registered Agent:	Stered Agent and F First Name Number		Office in Illinois: Middle Name	Suite # (P.O. Box al Kane	one is unacceptable)
Corporate Name: Alignme Article 2. Name and Address of Registered Agent: Registered Office: St. Charles Article 3.	Stered Agent and F First Name Number es City shall be <u>4</u>	Registered O	Office in Illinois: Middle Name Street 60174 ZIP Code	Sulte # (P.O. Box al	one is unacceptable) Inty
Corporate Name: Alignme Article 2. Name and Address of Registered Agent: Action Registered Office: St. Charles St. Charles	Stered Agent and F First Name Number es City shall be <u>4</u>	Registered O IL ss than three	Office in Illinois: Middle Name Street 60174 ZIP Code	Sulte # (P.O. Box al Kane Cor ames and Addresses b	one is unacceptable) inty being as follows
Corporate Name: Alignme Article 2. Name and Address of Regis Registered Agent: Registered Office: St. Charle St. Charle Article 3. he first Board of Directors	Stered Agent and F First Name Number S City Shall be <u>4</u> Not les Street Add	Registered O IL ss than three ress	Office in Illinois: Middle Name Street 60174 ZIP Code in number, their Na City	Sulte # {P.O. Box al Kane Cou	one is unacceptable) Inty
Corporate Name: Alignme Article 2. Name and Address of Regis Registered Agent: Registered Office: St. Charle Article 3. The first Board of Directors	Stered Agent and F First Name Number es City shall be <u>4</u> Not les Street Add	Registered O	Diffice in Illinois: Middle Name Street 60174 ZIP Code in number, their Na City	Sulte # (P.O. Box al Kane Cor ames and Addresses b	one is unacceptable) inty being as follows
Corporate Name: Alignme Article 2. Name and Address of Regis Registered Agent: Registered Office: St. Charle Article 3. The first Board of Directors	Stered Agent and F First Name Number S City Shall be <u>4</u> Not les Street Add Street Add	Registered O IL ss than three ress	Diffice in Illinois: Middle Name Street 60174 ZIP Code in number, their Na City 3	Sulte # (P.O. Box al Kane Cor ames and Addresses b	one is unacceptable) inty being as follows

be appletion of the second second of the second second be defined to be a free to a free of second second second

Purpose(s) for which the Corporation is organized:

Alignment Collaborative for Education, Inc. is organized and operated exclusively for charitable and civic purposes in accordance with Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). More specifically, the corporation is organized to provide support to public schools by aligning community resources and collaborating with organizations in support of those public schools.

Article 4.(continued)

is this Corporation a Condominium Association as established under the Condominium Property Act? (check one) Ves No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)

to the second of the second second

□ Yes E No

Record #RESERVED FOR THE FORT

Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one) Yes IN NO

Article 5.

Other provisions (For more space, attach additional sheets of this size.):

Article 6.

Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated June 19 2015	
Month Day Year Signatures and Names 1. MIMM With Signature	Post Office Address
Gals In Vasek Est.	St. Charles, Illinois 60174
Name (print)	City, State, ZIP
2.	2
2Signature	Street
Name (print)	City, State, ZIP
3	
Signature	Street
Name (print)	City, State, ZIP
4	4.
Signature	Street
Name (print)	City, State, ZIP
5	5.
Signature	Street
Name (print)	-
wante (phint)	City, State, ZIP

Signatures must be in BLACK INK on the original document.

Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the . execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature. ..
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

BY-LAWS

OF

ALIGNMENT COLLABORATIVE FOR EDUCATION, INC.

an Illinois not-for-profit corporation

Revision 1, Adopted April 2016

TABLE OF CONTENTS

ARTICLE I			1
Ident	ification		1
	Section 1.1.	Name and Location	1
	Section 1.2.		1
ARTICLE II			1
Mem	bership		1
ARTICLE II	I,		1
Board	d of Directors		1
	Section 3.1.	General Powers	2 2
	Section 3.2.	Number and Qualifications	
CE.	Section 3.3.	Class of Directors: Term of Office	2
		Nomination	
	Section 3.5.	Removal and Vacancies	2
		Resignation	3
		Compensation	3
		Conflict of Interest	
ARTICLE IV			3
Meet	ings of the Boa	rd of Directors	3
		Annual Meetings: Notice	3
		Regular Meetings: Notice	4
		Special Meetings: Notice	4
		Notice as to Certain Proposed Actions	4
		Manner of Giving Notice	5
		Waiver of Notice	5
	Section 4.7.		5
		Manner of Acting	6
		Informal Action by Directors	6
	Section 1.9.	Informal Proton of Directors	
ARTICLE V		Ŷ.	7
Offic			7
· · · · ·	Section 5.1.	Officers	7
		Nomination, Election at Annual	
10		Meeting and Term of Office	7
		CONTRACTOR CONTRACTOR	S.,
			2

Page

	Section 5.3.	Removal and Vacancies		7
	Section 5.4.	Resignation		7
		President of the		
		Board of Directors		8
	Section 5.6.	President-Elect		8
	Section 5.7.	Treasurer		8
	Section 5.8.	Secretary		8 8
		Ex-Officio Members of Board of Directors		8
ARTICLE VI	÷			8
	ittees. Comm	issions and Advisory Boards		
comm		Committees		8 8
		Commissions or Advisory Boards		9
		Term of Office		9
	Section 6.4.		.*	9
	Section 6.5.			9
	Section 6.6.			
	Section 6.7.			9 9
		Informal Action		9
ARTICLE VII				9
	ets. Checks, I	Deposits and Funds		9
	Section 7.1.			9
		Checks, Drafts, Etc.		9
	Section 7.3.			10
	Section 7.4.	÷		10
ARTICLE VIII	ſ			10
	ification			10
		Actions Other than by or in the Right		5.5)
		of Alignment Collaborative for Education, Inc.		10
	Section 8.2.	Actions by or in the Right of Alignment		
		Collaborative for Education, Inc.		11
	Section 8.3.	Indemnification Against Expenses		11
		Authorization of Indemnification		11
	Section 8.5.	Payment of Expenses in Advance		11
		Provisions Not Exclusive		12
	Section 8.7.	Insurance		12
	Section 8.8.	Notice to Board of Directors		12

Revision 1, Adopted April 2016

ARTICLE IX

ARTICLE IX			12
Miscellaneous		2	12
Section 9.1. Waiver of Notice			12
Section 9.2. Seal			12
Section 9.3. Contracts			13
Section 9.4. Checks and Drafts			13
Section 9.5. Fiscal Year			13
Section 9.6. Auxiliary Groups			13
Section 9.7. Deposits			13
Section 9.8. Gifts			13
ARTICLE X	•		13
Books and Records			13
ARTICLE XI			14
Seal			14
ARTICLE XII			14
Waiver of Notice			14
ARTICLE XIII			14
			14
Amendment of By-Laws			14

Revision 1, Adopted April 2016

ARTICLE I

Identification

Section 1.1. Name and Location.

The name of the corporation is Alignment Collaborative for Education, Inc., (hereinafter referred to as "Alignment Collaborative for Education, Inc." or the "Corporation"). The principal office of Alignment Collaborative for Education, Inc. shall be in the City of Elgin, State of Illinois, and Alignment Collaborative for Education, Inc. may have such other offices, either within or without the State of Illinois, as it may require from time to time.

Section 1.2. Purposes.

The purposes for which this Corporation is organized are (i) to provide support to public schools by aligning community resources and collaborating with organizations in support of those public schools, and (ii) other charitable activities as may qualify the Corporation for exemption from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to any of its members, officers, directors or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the objectives set forth herein.

Notwithstanding any other provision to the contrary, the Corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(i)(3) of the Internal Revenue Code, or corresponding sections of any future federal tax code or (b) by an organization, contributions of which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE II

Membership

Alignment Collaborative for Education, Inc. shall have no members.

ARTICLE III

Board of Directors

Section 3.1. General Powers.

The business and affairs of Alignment Collaborative for Education, Inc. shall be managed by its Board of Directors which shall have all of the powers, authority, responsibilities and obligations given the board of directors of a not-for-profit corporation under the laws of the State of Illinois.

Section 3.2. Number and Qualifications.

The number of Directors shall be such number, not less than three (3), or such variable range having a minimum of not less than three (3) and a maximum of not more than five (5) more than the minimum, as from time to time established by the By-Laws of this Corporation. The number of Directors shall be at least thirty (30), and no more than thirty-five (35); it being understood that any temporary shortfall in the number of Directors shall not invalidate the actions of the Board so long as the number of acting Directors does not fall below three (3). Each Directors may be decreased to not fewer than three individuals. No decrease shall have the effect of shortening the term of any incumbent Director.

To qualify for election as a Director, an individual shall be an interested person over the age of 21 who is domiciled in the United States, and who is distinguished by his or her achievement and good judgment and who has experience in areas which will aid the Corporation in the development of its programs and policies.

Section 3.3. Term of Office.

The term of office of each Director shall be for three (3) years. The term of office of each Director shall expire as of the election of his or her successor at the Annual Meeting of the Board of Directors of this Corporation in the year in which each Director's position is up for election. Notwithstanding the foregoing, the terms of the initial Board of Directors elected under these By-Laws shall be staggered such that approximately one-third (1/3) of the Directors elected shall serve an initial one year term, one-third (1/3) of the Directors elected shall serve an initial two-year term, and the remaining one-third (1/3) of the Directors elected shall serve an initial full three year term.

Section 3.4. Nomination and Election of Directors.

Any Director may submit to the Board of Directors at any annual, regular, or special meeting of said body, one or more nominees for election as Director. At no point shall more than fifty percent (50%) of the Directors' offices be up for election in the same calendar year. A nominee

shall be elected as a Director only when receiving the affirmative vote of a majority of the Directors then holding office.

Section 3.5. Removal and Vacancies.

(a) <u>Removal</u>.

The Board of Directors alone, by the affirmative vote of sixty-six and two-thirds (66-2/3%) percent of the Directors present at a meeting at which a quorum is present, may remove a Director when, in its judgment, the best interests of the Alignment Collaborative for Education, Inc. will be served thereby; provided, however, that no such action may be taken unless written notice of the proposed removal of said Director has been delivered to all of the Directors in office not less than twenty (20) days prior to the meeting at which such action is to be taken. Removal of an individual as a Director also shall constitute removal of such individual as an officer of the Alignment Collaborative for Education, Inc. and as a member of all committees of the Board of Directors.

(b) <u>Vacancies</u>.

The Board of Directors alone may fill a vacancy in the office of a Director due to death, resignation, removal or otherwise but it shall request and consider recommendations for appointment from the Board of Directors before it fills said vacancy. The Director designated to fill the vacancy shall hold office for the unexpired term of his predecessor, or, if there is no predecessor, until the next annual meeting of the Board of Directors.

(c) <u>Effect of Vacancy</u>. At any time where a vacancy exists on the Board of Directors and the Board of Directors is required to take any action allowed by it under these By-Laws, and said vacancy cannot be filled prior to taking such action, the vacancy shall not affect the ability of the Board of Directors to take said action, or the validity of the Board of Directors' action, so long as at the time of the action the Board of Directors consists of at least three (3) Directors.

Section 3.6. Resignation.

Any Director may resign his office at any time by filing a written resignation with the Secretary of the Alignment Collaborative for Education, Inc., which resignation shall become effective upon the date specified therein, or, if no date is specified therein, upon receipt by the Alignment Collaborative for Education, Inc. at its principal place of office.

Section 3.7. Compensation.

No person shall receive any salary or other compensation for his services as a Director; provided that nothing herein contained shall be construed to preclude any Director from serving the Alignment Collaborative for Education, Inc. in any other capacity and receiving compensation therefor.

Section 3.8. Conflict of Interest.

Any possible conflict of interest on the part of a Director shall be promptly disclosed by such Director to the Board of Directors. When any such conflict of interest involves or relates to a matter of action for the Board of Directors, the Director burdened with such conflict of interest shall not vote or use personal influence on the matter, and shall not be counted in the quorum for a meeting at which action by the Board of Directors is to be taken on the interest. The Director may, however, briefly state a position on the matter, and answer pertinent questions of members of the Board of Directors. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been met.

ARTICLE IV

Meetings of the Board of Directors

Section 4.1. Annual Meeting: Notice.

The annual meeting of the Board of Directors shall be held no later than thirty (30) days after the close of the fiscal year at the principal office of Alignment Collaborative for Education, Inc. or on such date and at such time and place as may be otherwise determined by resolution of the Board of Directors for the purpose of electing officers and transacting such other business as may come before the meeting. Notice of the time, place, and date of each annual meeting shall be delivered to each Director (in the manner provided in section 4.5 below) not less than 7 days prior to such meeting (or by such earlier date as may be required under section 4.4 below.

Section 4.2. Regular Meetings: Notice.

Without further notice (except as to matters described in section 4.4 below), regular meetings of the Board of Directors shall be held at the principal office of Alignment Collaborative for Education, Inc. monthly, but not less than quarterly, for the transaction of such business as may properly come before the Board of Directors. The President of the Board of Directors may change the date, time and place of any regular meeting, provided, however, written notice of such other date, time and place shall be delivered to each Director in the manner provided in section 4.5 below at least seven (7) days before the rescheduled meeting.

Section 4.3. Special Meetings: Notice.

Special meetings may be called by the President of the Board of Directors and shall

be called at the written request of the Board of Directors or three (3) or more members of the Board of Directors. Notice of the time, place, and purpose of each special meeting of the Board of Directors shall be delivered to each Director in the manner provided in section 4.5 below not less than 7 days prior to such meeting or by such earlier date as may be required under section 4.4 below; provided, however, that where the President determines, in good faith, that an emergency or other grave situation involving the Alignment Collaborative for Education, Inc. exists and that adherence to the "7 day notice" requirement aforesaid would be inordinately prejudicial to the best interests of the Alignment Collaborative for Education, Inc. due to such emergency or grave situation, then in such circumstance such a special meeting may be called upon not less than twenty-four (24) hours prior notice to each Director, which notice may be given either in writing (delivered personally, by electronic or facsimile transmission) or verbally (in person or by telephone).

Section 4.4. Notice as to Certain Proposed Actions.

Notwithstanding anything to the contrary stated in these By-Laws, none of the following proposed actions or items of business may be acted upon at any annual, regular, or special meeting of the Board of Directors unless written notice of such proposed action is given to each Director in the manner provided in section 4.5 below, not less than the number of days preceding the date of such meeting as is specified across from each of such specified action below:

	Proposed Action	Prior Notice Required
(1)	The election of any Director	7 days
(2)	The removal of any Director	20 days
(3)	The election of an officer mid-term to fill a vacancy	7 days
(4)	The removal of any officer	7-days
(5)	The sale of assets in excess of \$500	7 days
(6)	The borrowing of more than \$500	7 days
(7)	The pledging of assets	7 days
(8)	The amendment of the By-Laws or Articles of Incorporation	20 days
(9)	The merger, consolidation, or dissolution of the Alignment Collaborative for Education, Inc.	
		Revision 1, Adopted April 2016

Section 4.5. Manner of Giving Notice.

(a) Any notice given to the Directors under this Article IV or as otherwise reflected in these By-Laws shall be delivered to each Director either personally or by mail, email or facsimile transmission at each such Director's residence or place of business not less than the number of days prior to such meeting as may be prescribed herein.

(b) The affidavit of the President that notice of such special meeting has been given or attempted as set forth above shall be conclusive evidence of same (absent bad faith or fraud).

(c) Except as provided in paragraph 4.4 above, the business to be transacted at, or the purpose of, any regular or special meeting of the Board of Directors need not be specified in any notice or waiver of notice of such meeting.

Section 4.6. Waiver of Notice.

A Director may waive notice by the execution of a written waiver, either before or after the holding of the meeting. Such waiver shall be filed with or entered upon the records of the Alignment Collaborative for Education, Inc. The attendance of a Director at a meeting without protest at the commencement of the meeting shall be deemed to be a waiver by him/her of notice.

Section 4.7. Quorum.

A majority of the then total number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided that if less than a quorum of the Directors is present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 4.8. Manner of Acting.

(a) The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by these By-Laws. Directors may participate in and act at any meeting of the Board of Directors, or at any committee thereof, through the use of conference telephone, video conference or other communications equipment in the manner as may be permitted by the General Not-for-Profit Corporation Act of 1986 of the State of Illinois, as amended from time to time.

(b) Notwithstanding any other provision of these By-Laws to the contrary, none of the following actions shall be taken by the Alignment Collaborative for Education, Inc. unless prior notice of the proposed taking of such action has been given to all Directors in office as required in section 4.4 above and unless such action is approved by sixty-six and two-thirds percent (66-2/3%) or more of the Directors in attendance at any such meeting at

which a quorum is present:

- (i) The sale of assets of the Alignment Collaborative for Education, Inc. having an aggregate sale price exceeding \$500.00;
- (ii) The borrowing of more than \$500.00 by the Alignment Collaborative for Education, Inc. (The act of drawing funds from any line of credit or other loan previously approved by the Board of Directors shall not constitute a borrowing, but instead such act shall relate back to the earlier approval of the underlying credit transaction by the Board of Directors.)
- (iii) The pledging by the Alignment Collaborative for Education, Inc. of a substantial portion of its assets;
- (iv) The amendment of the Articles of Incorporation or By-Laws of the Alignment Collaborative for Education, Inc.;
- (v) The discharge of any officer of the Alignment Collaborative for Education, Inc.
- (vi) The removal of any Director

Section 4.9. Informal Action by Directors.

Section 4.10. Voting Rights.

Any action required to be taken, or which may be taken, at a meeting of the Board of Directors, may be taken without a meeting if a written consent setting forth the action taken, is signed by all of the Directors in office. Such written consent shall be delivered to the Secretary to be filed with the corporate records.

Each Director shall be entitled to one (1) vote on every matter to be addressed by the Board of Directors. No Director may act by proxy vote. Directors are allowed to vote in person, or by electronic or telephonic voting.

		ARTICLE V
		Officers
Section 5.1.	Officers.	Companying the set from the state of the set

The officers of the Alignment Collaborative for Education, Inc. shall be a President, a Vice-President, a Treasurer, a Secretary and such other officers as may be authorized by the Board of Directors. Officers whose authority and duties are not prescribed in these By-Laws shall have such

authority and duties as prescribed by the Board of Directors. Notwithstanding the foregoing, the Board of Directors may contract with third parties to render management services to the Alignment Collaborative for Education, Inc. in lieu of electing officers to perform such services. All officers shall be duly elected and acting Directors of the Corporation.

<u>Section 5.2.</u> <u>Nomination, Election at Annual Meeting and Term of Office</u>. The Board of Directors shall elect the officers of the Alignment Collaborative for Education, Inc. at each of its annual meetings or as soon thereafter as practicable, to hold office for a term of one year, until their successors are elected and qualified, or until their death, resignation or removal.

Section 5.3. Removal and Vacancies.

(a) <u>Removal</u>.

The Board of Directors, by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the Directors present at a meeting at which a quorum is present, may remove any officer elected or appointed by it when, in its judgment, the best interests of the Alignment Collaborative for Education, Inc. will be served thereby; provided, however, that no such action may be taken unless written notice of the proposed removal of said officer has been delivered to all of the Directors in office not less than seven (7) days prior to the meeting at which such action is to be taken.

(b) Vacancies.

The Board of Directors may fill a vacancy in any office due to death, resignation, removal, disqualification or otherwise for the unexpired term of such office; provided, however, that written notice of the name of the person proposed to be elected to such office to fill such vacancy shall first have been delivered to all Directors in office not less than seven (7) days prior to the date of the meeting at which such proposed action is to be taken.

Section 5.4. Resignation.

An officer may resign his office at any time by filing a written resignation with the Secretary or President of the Alignment Collaborative for Education, Inc., which resignation shall become effective upon the date specified therein, or, if no date is specified therein, upon receipt by the Secretary or President.

Section 5.5. President of the Board of Directors.

The President shall be the principal executive officer of Alignment Collaborative for Education, Inc. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of Alignment Collaborative for Education, Inc.; he or she shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board of Directors; and, in general he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. He or she shall preside at all meetings of the Board of Directors and shall act as the Chairman. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of Alignment Collaborative for Education, Inc. or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for Alignment Collaborative for Education, Inc. any contracts, deeds, mortgages, bonds, or other instruments that the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of Alignment Collaborative for Education, Inc. and either individually or with the Secretary, Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

Section 5.6 Vice President.

The Vice President (or in the event there be more than one Vice President, each of the Vice Presidents) shall assist the President in the discharge of his or her duties as the President may direct and shall perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors. The Vice-President shall act as the Vice Chairman of the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents, in the order designated by the Board of Directors, or by the President if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of Alignment Collaborative for Education. Inc. or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, the Vice President (or any of them if there is more than one) may execute for Alignment Collaborative for Education, Inc. any contracts, deeds, mortgages, bonds, or other instruments that the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the deal of Alignment Collaborative for Education, Inc. and either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

Section 5.6. Treasurer.

The Treasurer shall be the principal accounting and financial officer of Alignment Collaborative for Education, Inc. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for Alignment Collaborative for Education, Inc.; (b) have charge and custody of all funds of Alignment Collaborative for Education, Inc., and be responsible therefor, and for the receipt and disbursement thereof; and (e) perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 5.7. Secretary.

The Secretary shall oversee the preparation and recording of the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of Alignment Collaborative for Education, Inc.; see that the seal of Alignment Collaborative for Education, Inc. is affixed to all documents, the execution of which on behalf of Alignment Collaborative for Education, Inc. under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member of the Board of Directors; and in general shall perform all duties incident to the office of Secretary, and such other duties incident to the office of Secretary, and such other duties from time to time.

Section 5.8. Ex-Officio Members of the Board of Directors

Individuals in the following positions will serve as ex officio members of the Board of Directors with a vote (i) the President of Judson University; (ii) the President of Elgin Community College; (iii) the Superintendent of School District U-46; (iv) the President of the School Board of School District U-46. If at any time an ex officio office is filled with an interim or acting president, chairman or superintendent, as applicable, shall serve as the ex officio director.

ARTICLE VI

Committees, Commissions and Advisory Boards

Section 6.1. Committees.

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more Committees each of which will consist of two or more Directors and such other persons as the Board of Directors designates, provided that a majority of each Committee's membership are Directors. The Committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such Committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it, him or her by law.

Section 6.2 Commissions or Advisory Bodies.

Commissions or Advisory Bodies not having and exercising the authority of the Board of Directors in the Corporation may be designated or created by the Board of Directors and shall consist of such person as the Board of Directors designates. A Commission or Advisory Body may or may

not have Directors as members, as the Board of Directors determines. The Commission or Advisory Body may not act on behalf of the Corporation or bind it to any actions but may make recommendations to the Board of Directors or to the Officers of the Corporation.

Section 6.3. Term of Office.

Each member of a Committee, Advisory Board or Commission shall continue as such until the next annual meeting of the members of the Corporation and until his or her successor is appointed, unless the Committee, Advisory Board or Commission shall be sooner terminated, or unless such member be removed from such Committee, Advisory Board or Commission by the Board of Directors, or unless such member shall cease to qualify as a member thereof.

Section 6.4. Chairman.

One member of each Committee, Advisory Board or Commission shall be appointed Chairman.

Section 6.5. Vacancies.

Vacancies in the membership of any Committee, Advisory Board or Commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6.6. Quorum.

Unless otherwise provided in the resolution of the Board of Directors designating a Committee, Advisory Board or Commission, a majority of the whole Committee, Advisory Board or Commission shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee, Advisory Board or Commission.

Section 6.7. Rules.

Each Committee, Advisory Board or Commission may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors. Each Committee, Advisory Board or Commission shall report any action and/or decisions/discussions taken at the next meeting of the Board of Directors following the taking of such action, decision or discussion, unless the Board of Directors otherwise requires. So far as applicable, the provisions of the By-Laws relating to the conduct of meetings of the Board of Directors shall govern the meetings of all Committees, Advisory Boards or Commissions.

Section 6.8. Informal Action.

The authority of a Committee may be exercised without a meeting if a written consent, setting forth the action taken, is signed by all the members entitled to vote.

Section 6.9 Limitation on Committees.

The following matters may not be delegated to any Committee established pursuant to these By-Laws:

- (a) Adopt a plan for the distribution of the assets of Alignment Collaborative for Education Inc., or for the dissolution;
- (b) Fill vacancies on the Board of Directors or on any of its committees;
- (c) Elect, appoint or remove any officer or Director or member of any committee, or fix the compensation of any member of a committee;
- (d) Adopt, amend or repeal these By-Laws or the Articles of Incorporation;
- (e) Adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, ease, exchange or mortgage of all or substantially all of the property or assets of Alignment Collaborative for Education; or
- (f) Amend, alter, repeal of take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.
- Section 6.10 Standing Committees.

There shall be the following Standing Committees:

- (a) Executive Committee The Executive Committee shall consist of the President, Vice-President (who shall chair the committee), Secretary, Treasurer, Senior Executive Staff Member, and such other members of the Board of Directors, being not less than two (2) who shall be appointed by the Chair with the approval of the Board of Directors, and may delegate to such committee all such authority the Board of Directors shall deem desirable and consistent with the Act.
- (b) Governance and Nomination Committee The Governance and Nomination Committee shall consist of the President and at least three (3) additional Directors, as appointed by the President. The Governance and Nomination Committee shall ensure that the Board of Directors is fulfilling its responsibilities and adhering to the By-Laws of the Corporation; shall recommend policies and procedures; maintain files of organizational documents; recruit and orient new Directors; and ensure the effectiveness of current Directors. The Chair of the Governance and Nomination Committee shall be appointed by the President.
- (c) Finance Committee The Finance Committee shall consist of the Treasurer of Alignment Collaborative for Education, Inc. and two (2) or more additional Directors, as appointed by the Chair. The Finance Committee shall review the revenues of Alignment Collaborative for Education and propose a budget for the following fiscal year. The Finance Committee shall

be chaired by the Treasurer.

(d) Operating Board – The Alignment Collaborative for Education Operating Board shall be an organization of the corporation consisting of the chairperson appointed by the ACE Board of Directors and persons appointed as Alignment Team co-chairs, with one co-chair appointed by U-46 and one other appointed by the Board of Directors. The Operating Board Chair will also serve as a member of the Board of Directors. The Operating Board and A-Teams will focus on designing and implementing solutions which align and engage existing community to support the strategic plans of the School District U-46 and the mission of the corporation. The Board of Directors may appoint additional persons to serve on the Operating Board as deemed necessary.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 7.1. Contracts.

The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President of the Corporation.

Section 7.3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 7.4. Gifts.

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII

Indemnification

Section 8.1. Actions Other Than by or in the Right of Alignment Collaborative for Education, Inc.

Alignment Collaborative for Education, Inc. shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Alignment Collaborative for Education, Inc.) by reason of the fact that he/she is or was a Director, officer, employee or agent of Alignment Collaborative for Education, Inc., or who is or was serving at the request of Alignment Collaborative for Education, Inc. as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of Alignment Collaborative for Education, Inc., and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of Alignment Collaborative for Education, Inc. or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 8.2. Actions by or in the Right of Alignment Collaborative for Education, Inc.

Alignment Collaborative for Education, Inc. shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Alignment Collaborative for Education, Inc. to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of Alignment Collaborative for Education, Inc., provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to Alignment Collaborative for Education, Inc., unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 8.3. Indemnification Against Expenses.

To the extent that a Director, officer, employee or agent of Alignment Collaborative for Education, Inc. has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 8.1 and 8.2, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 8.4. Authorization of Indemnification.

Any indemnification under Sections 8.1 and 8.2 (unless ordered by a court) shall be made by Alignment Collaborative for Education, Inc. only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Sections 8.1 or 8.2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

Section 8.5. Payment of Expenses in Advance.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Alignment Collaborative for Education, Inc. in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he/she is entitled to be indemnified by Alignment Collaborative for Education, Inc. as authorized in this Article.

Section 8.6. Provisions Not Exclusive.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of the Board of Directors or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.7. Insurance.

Alignment Collaborative for Education, Inc. shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of Alignment Collaborative for Education, Inc., or who is or was serving at the request of Alignment Collaborative for Education, Inc. as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not Alignment Collaborative for Education, Inc. would have the power to indemnify such person against such liability under the provisions of this Article.

Section 8.8. Notice to Board of Directors.

Any indemnification of any director, officer, employee, partner, trustee or agent in

accordance with this Article, including any payment or reimbursement of expenses, shall be reported in writing to the Board of Directors within ten (10) days of any such indemnification.

Section 8.9. References to Corporation and/or Alignment Collaborative for Education, Inc.

For purposes of this Article, references to the "Corporation" or "Alignment Collaborative for Education, Inc." shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger that, if its separate existence had continued, would have had the power to and authority to indemnify its directors, officers, employees, or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have stood with respect to such merging corporation if its separate existence had continued.

Section 8.10. Other References.

For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee, or agent of the corporation that imposes duties on or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. As person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article.

ARTICLE IX

Miscellaneous

Section 9.1. Fiscal Year.

The fiscal year of Alignment Collaborative for Education, Inc. shall be set by resolution of the Board of Directors.

Section 9.2. Auxiliary Groups.

The Board of Directors may sanction and recognize auxiliary groups working for the general good of Alignment Collaborative for Education, Inc. Such groups shall be formally organized by adopting such By-Laws, setting forth the purposes of the group and the manner in which such group shall function, as the Board of Directors may approve.

Section 9.3. Governing Laws.

These By-Laws and their interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois, and specifically the Act.

ARTICLE X

Books and Records

Alignment Collaborative for Education, Inc. shall keep books and records of its accounts and shall also keep minutes of the proceedings of its Board of Directors and Committees having any other authority of the Board of Directors. All books and records of the Corporation may be inspected by any Director, or by his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI

Seal

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE XII

Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XIII

Amendment of By-Laws

The power to alter, amend, or repeal the By-Laws or adopt new by-laws shall be vested in the Board of Directors unless otherwise provided in the Articles of Incorporation or the By-Laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation. The By-Laws may be amended in accordance with the terms of Article 4.8 herein.

Revenues:	Budget 2017-18	Actual 2017-18	Budget 2018-19
Revenues:	and Market Print Park	Philippine and	and the state of
Existing Donations Prior to 7/1/17	\$70,000	\$64,847	\$10,000
New Resource Development:			10 - C
Existing Donors	\$62,000	\$83,155	\$125,000
Grand Victoria Foundation Operational Support	\$50,000	\$50,000	\$46,000
New Donors	\$8,000	\$8,024	\$15,000
Total Revenue	\$190,000	\$206,026	\$196,000
Operating Expenses:	Budget 2017-18	Actual 2017-18	Budget 2018-19
Accounting & Auditing Fees	\$9,000	\$7,565	\$8,000
Alignment Nashville	\$10,000	\$10,000	\$10,000
Alignment Nashville TA	\$8,833	\$2,736	\$3,000
A-Teams	\$4,500	\$2,408	\$3,800
Career Fair - EXPO	\$5,000	\$3,271	\$6,000
Computer/Software Licenses	\$120	\$393	\$400
Conferences/Training	\$9,000	\$6,710	\$6,000
Insurance (Gen Liab & D&O)	\$2,300	\$2,280	\$2,300
Legal	\$500	\$0	\$500
Marketing	\$4,500	\$8,200	\$7,000
Membership	\$600	\$315	\$400
Mileage Reimbursement	\$500	\$0	\$400
Miscellaneous - Recruitment	\$500	\$312	\$300
Postage	\$200	\$59	\$175
Supplies	\$1,000	\$1,151	\$1,500
Telephone	\$2,040	\$1,828	\$2,040
Printing	\$0	\$331	\$500
ndividual Member Board Recognition	\$0	\$232	\$300
Special Events - Board and A-Team Recognition	\$0	\$646	\$1,000
Total Expenses Excluding Salaries	\$58,593	\$48,438	\$53,615
Salaries:	Budget 2017-18	Actual 2017-18	Budget 2018-19
Gross Wages	\$122,000	\$115,677	\$128,000
Employer Tax	\$12,000	\$11,409	\$12,600
Processing Fees	\$1,700	\$1,670	\$1,785
Total Salary Expenses	\$135,700	\$128,756	\$142,385
Total Operating Expenses	\$194,293	\$177,194	\$196,000

Alignment Collaborative for Education

BALANCE SHEET

As of June 30, 2018

ASSETS	ΤΟΤΑΙ
Current Assets	
Bank Accounts	
10100 Checking Account	20.042.0
11100 Savings Account	32,243.86 50,126.33
Total Bank Accounts	\$82,370.1
Accounts Receivable	402,070.13
12300 Pledge Receivables	EE 100 00
Total Accounts Receivable	55,192.30 \$55,192.3 0
Other Current Assets	\$00,182.3C
12000 Undeposited Funds	
Total Other Current Assets	0.00
Total Current Assets	\$0.00
	\$137,562.49
Fixed Assets	
15000 Office Furniture & Equipment	1,438.92
15010 Accumulated Depreciation	-456.00
Total 15000 Office Furniture & Equipment	982.92
Total Fixed Assets	\$982.92
TOTAL ASSETS	\$138,545.41
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	33.76
Total Accounts Payable	\$33.76
Credit Cards	
24500 Credit Card-KCTA	415.78
24510 Credit Card-KCTA Ex Dir 4332	0.00
24520 Credit Card-KCTA Asst 8119	0.00
Total 24500 Credit Card-KCTA	415.78
Total Credit Cards	\$415.78
	413.75
Total Current Liabilities	
	\$449.54
Total Current Liabilities Total Liabilities	\$449.54
Total Current Liabilities	\$449.54 \$449.54
Total Current Liabilities Total Liabilities Equity	\$449.54 \$449.54 215,157.18
Total Current Liabilities Total Liabilities Equity 32000 Unrestricted Net Assets	\$449.54 \$449.54 215,157.18 -77,061.31 \$138,095.87

1/1

Alignment Collaborative for Education

PROFIT AND LOSS July 2017 - June 2018

Income	ΤΟΤΑ
Income	
43400 Direct Public Support 43410 Governing Board Gifts	6,000.0
43420 Grants	500.0
43430 Municipalities	4,000.0
43450 Private Contributions	23,304.0 64,231.70
Total 43400 Direct Public Support	98,035.70
45000 Bevenues	00,00017
45030 Interest & Dividends	22.45
Total 45000 Revenues	22.45
Sales	
Total Income	5,390.39 \$103,448.58
Cost of Goods Sold	\$100,440.00
51100 Cost of Special Events	646.31
Total Cost of Goods Sold	\$646.31
GROSS PROFIT	\$102,802.27
Expenses	φ102,002.27
60900 Business Expenses	
60910 Marketing	8,200.88
60930 Membership Dues	315.00
60940 Board Member Recognition	232.15
60950 A-Team Expenses	2,495.29
Total 60900 Business Expenses	11,243.32
62100 Contract Services	
62110 Accounting Fees	7,490.00
62130 Consulting Services	
60131 Recruitment	312.45
Total 62130 Consulting Services	312.45
62150 Outside Contract Services	
62151 Alignment Nashville	10,000.00
62152 Alignment TA	2,735.90
Total 62150 Outside Contract Services	12,735.90
Total 62100 Contract Services	20,538.35
65000 Operations	0.00
65020 Postage, Mailing Service	58.80
65030 Printing and Copying	331.21
65040 Supplies	1,151.49
65050 Telephone, Telecommunications	2,011.32
65070 Computer Equipment & Software	393.13
Total 65000 Operations	3,945.95
65100 Other Types of Expenses	0.00
66000 Payroll Expenses	

1/2

	TOTAL
66010 Salaries & Wages	115,677.11
66030 Payroll Taxes	11,409.10
66040 Payroll Admin	1,670.00
Total 66000 Payroll Expenses	128,756.21
68300 Travel and Meetings	
68310 Conference, Convention, Meeting	6,710.18
Total 68300 Travel and Meetings	6,710.18
68751 EXPO	3,271.81
Total Expenses	\$174,465.82
NET OPERATING INCOME	\$ -71,663.55
Other Expenses	24 - 325 C
70000 Interest Expense	7.37
70100 Miscellaneous	390.39
Total Other Expenses	\$397.76
NET OTHER INCOME	\$ -397.76
NET INCOME	\$ -72,061.31

c

Alignment Collaborative for Education

BALANCE SHEET As of June 30, 2017

ASSETS	TOTAL
Current Assets	
Bank Accounts	
10100 Checking Account	34,169.9
11100 Savings Account	100,126.33
Total Bank Accounts	\$134,296.24
Accounts Receivable	
12300 Pledge Receivables	82,490.00
Total Accounts Receivable	\$82,490.00
Other Current Assets	
12000 Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$216,786.24
Fixed Assets	
15000 Office Furniture & Equipment	1,438.92
15010 Accumulated Depreciation	-456.00
Total 15000 Office Furniture & Equipment	982.92
Total Fixed Assets	\$982.92
TOTAL ASSETS	\$217,769.16
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	2,111.98
Total Accounts Payable	\$2,111.98
Credit Cards	
24500 Credit Card-KCTA	-1,204.82
24510 Credit Card-KCTA Ex Dir 4332	464.77
24520 Credit Card-KCTA Asst 8119	740.05
Total 24500 Credit Card-KCTA	0.00
Total Credit Cards	\$0.00
Total Current Liabilities	\$2,111.98
Total Liabilities	\$2,111.98
Equity	
32000 Unrestricted Net Assets	279,436.41
Net Income	-63,779.23
Total Equity	\$215,657.18
TOTAL LIABILITIES AND EQUITY	\$217,769.16

Alignment Collaborative for Education

 $1 = 2 \epsilon_{\rm s}$

PROFIT AND LOSS

July 2016 - June 2017

	TOTAL	
Income		
43400 Direct Public Support		
43410 Governing Board Gifts 43420 Grants	3,975.00	
43430 Municipalities	26,500.00	
43450 Private Contributions	11,838.00	
Total 43400 Direct Public Support	71,765.00 114,078.00	
45000 Revenues	114,070.00	
45030 Interest & Dividends	105 57	
Total 45000 Revenues	135.57	
52000 In-Kind Contribution	135.57	
Total Income	7,326.00	
	\$121,539.57	
GROSS PROFIT	\$121,539.57	
Expenses		
60900 Business Expenses		
60910 Marketing	113.63	
60920 Business Registration Fees	0.00	
60921 Domain Name Registration	106.02	
Total 60920 Business Registration Fees	106.02	
60930 Membership Dues	720.00	
Total 60900 Business Expenses	939.65	
62100 Contract Services		
62110 Accounting Fees	4,149.50	
62130 Consulting Services		
60131 Recruitment	520.00	
Total 62130 Consulting Services	520.00	
62140 Legal Fees	905.82	
62150 Outside Contract Services		
62151 Alignment Nashville	30,050.00	
62152 Alignment TA	12,048.13	
Total 62150 Outside Contract Services	42,098.13	
Total 62100 Contract Services	47,673.45	
62800 Facilities and Equipment		
62810 Depr and Amort - Allowable	456.00	
62890 Rent, Parking, Utilities	0.00	
Total 62800 Facilities and Equipment	456.00	
65000 Operations	100100	
65020 Postage, Mailing Service	36.33	
65030 Printing and Copying	588.69	
65040 Supplies	2,631.63	
65050 Telephone, Telecommunications	2,031.03 2,029.90	
	6.029.90	

	TOTAL
65070 Computer Equipment & Software	192.98
65080 Meals & Entertainment	164.85
Total 65000 Operations	5,744.38
65100 Other Types of Expenses	12
65120 Insurance - Liability, D and O	3,774.00
65160 Other Costs	30.25
Total 65100 Other Types of Expenses	3,804.25
66000 Payroll Expenses	
66010 Salaries & Wages	105,604.01
66030 Payroll Taxes	
66031 Employer Tax	9,505.86
Total 66030 Payroll Taxes	9,505.86
Total 66000 Payroll Expenses	115,109.87
68300 Travel and Meetings	90.00
68310 Conference, Convention, Meeting	3,460.30
68320 Mileage	106.78
68330 Airfare	592.40
Total 68300 Travel and Meetings	4,249.48
69000 In-Kind Expense	7,326.00
Total Expenses	\$185,303.08
NET OPERATING INCOME	\$ -63,763.51
Other Expenses	
70000 Interest Expense	25.72
80000 Ask My Accountant	-10.00
Fotal Other Expenses	\$15.72
NET OTHER INCOME	\$ -15.72
NET INCOME	\$ -63,779.23



November 1, 2018

Ms. Paula Schumacher Village Administrator Village of Bartlett 228 West Main Street Bartlett, IL 60103

Dear Paula:

The Alignment Collaborative for Education's mission is to align resources in support of public-school strategies that raise student achievement in order to ensure the workforce development needs of the community are met. Our goal is to advance the economic and social well-being of all eleven communities served by School District U-46.

We appreciate your participation this summer in Alignment's first pilot internship program. As U-46 transform schools to educational pathways focused on academic and career success, your continued involvement is key to building opportunities for students.

How does Alignment help ensure students are workforce ready? Some examples include:

- Ensuring all 8th grade students have the opportunity annually to participate in U-46 Explore, a community curriculum and career expo that exposes over 3000 students and teachers to over 80 businesses and organizations representing all industry clusters so that middle school students can begin to make informed career choices.
- Introducing work-based learning opportunities for all high school students. ACE will be working with its 120 business and community partners to design work-based learning experiences for each educational pathway to include industry tours, job shadowing, internships, mentoring programs, etc. During 2018-19, ACE will identify business and community partners willing to offer these opportunities within their workplace through a series of industry interviews and roundtables across our 11 communities.

The Alignment Collaborative is funded locally by business, corporate, government, individual and non-profit agency donations. We need help from each of our villages to fund Alignment's workforce development initiatives. Please join the City of Elgin, the Village of Hanover Park and the Village of Hoffman Estates in providing a donation of \$1 dollar per student residing in your village enrolled in U-46 schools. For the 2018-19 school year, the Village of Bartlett has 6,542 students enrolled in U-46 schools equating to a donation of \$6,542.

Thank you for reviewing our request. We will be following up with you to provide any additional information you need about the role of Alignment in our eleven communities.

Regards,

Linda Deering Dean President Advocate Sherman Hospital

Tony Sanders Chief Executive Officer School District U-46

Nancy Coleman Executive Director Alignment Collaborative



APPLICATION FOR FUNDING REQUEST

The following information must be completed and the application signed by an officer of the organization requesting funding from the Village of Bartlett.

1.	Name of Organization: Bartlett Veterans Memorial Foundation			
2.	Address:	PO Box 812	8	
	Bartlett, IL 60120			
3.	Employer	Identification Nun	nber:	
4.	Name of Contact Person:			
	Phone Number:		130-014-7162	
E-Mail:			EdStade@StadeHomes.com	

- 5. Are you a not-for-profit corporation? Yes If "yes", attach a copy of your articles of incorporation showing certification of filing from the Illinois Secretary of State. Include copies of any amendments to the articles.
- Are you an unincorporated association?
 If "yes", attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.
- Have you adopted bylaws? Yes If "yes", attach a current copy showing date of adoption. If "no", explain how your officers, directors or trustees are selected, and attach a copy of all bank resolutions and signature cards where the organization's funds are deposited.

APPENDIX 15A

8. Purposes for which your organization was formed and presently operates:

To fundraise for the building of a Veterans memorial in the village of Bartlett, IL

 Please describe how your mission and goals benefit the residents of Bartlett.
 When complete it will provide a place that the residents can go to pay tribute to our Veterans.

10. Describe your past, present and planned future activities which benefit and will benefit the residents of the Village of Bartlett.

We have about 7 phases that we will consteruct and we are now

working on phase #3

APPENDIX 15A

1

- 12. Please describe in detail the event, service or program for which this funding request is made, and state specifically how the monies will be spent in connection with the planned event, service or program.

This would be for pillars by the turn around so we could recognize each

branch of the military. This is one of the phases that we would like to

complete. After it is complete we will continue to have events at the location

to honor our brave veterans for their service to our country.

13. What is the date or general timeframe in which the funds will be used?

- 14. Is your organization a recognized 501(c)(3) tax exempt entity? Yes "yes", submit (a) a copy of a completed IRS Form 1023 under Section 501(c)(3) of the Internal Revenue Code, (b) a letter of recognition of 501(c)(3) status from the IRS, and (c) a copy of your organization's most recent audit.
- 15. Submit copies of financial statements or other documentation showing all sources and uses of funds for the preceding two (2) years.
- 16. Submit proposed budget, showing amounts and types of receipts and expenditures anticipated for the present and next succeeding one (1) year.

Funds requests for political or religious purposes, or to purchase alcohol or private entertainment, or to pay for operational expenses (such as salaries or facilities) will not be considered or funded.

Recipients of funding from the Village of Bartlett must submit a written post-event report demonstrating the funds were used as stated in this Application. A Post-Funding Report in form as attached shall be required for eligibility for future funding requests.

Date:

(Signature and title of organization officer,

director, or trustee.) de Signature

PRESEDENT Title

Return to: Village of Bartlett 228 S. Main Street Bartlett, IL 60103

Attn: Administration Department

APPENDIX 15A