

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**OCTOBER 15, 2019**  
**7:00 P.M.**

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

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

- \*6. MINUTES: Board & Committee Minutes – October 1, 2019
- \*7. BILL LIST: October 15, 2019
8. TREASURER'S REPORT: August, 2019  
Sales Tax Report – June, 2019  
Motor Fuel Tax Report – July, 2019
9. PRESIDENT'S REPORT: A. Cecilia Green Proclamation  
B. World Polio Day Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

1. None

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**

- \*1. Ordinance Amending the Bartlett Municipal Code Title 1: Administrative, to Add a New Chapter 18: Debts Due and Owed the Village
- \*2. The Still BEDA Grant

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

1. Consideration and action on an ordinance providing for the issue of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, for the purpose of financing various capital improvements and refunding certain outstanding bonds of the Village, providing for the levy of taxes to pay said bonds, and providing for the sale of said bonds to the purchaser thereof **[ALTERNATIVE #1]**
2. Consideration and action on an ordinance providing for the issue of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy of taxes to pay said bonds, and providing for the sale of said bonds to the purchaser thereof **[ALTERNATIVE #2]**
- \*3. Computer Replacement Program Purchase
- \*4. Resolution Approving of the High Definition Golf Simulator Operating Agreement Between the Village of Bartlett and Tom Newman, Inc.

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE**

- \*1. Bartlett Days Halloween Parade Request
- \*2. BAPS Fireworks Display Permit Request
- \*3. Integrated Lakes Management Inc. Open Burn Request

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**

1. Ordinance Amending Title 5, Chapter 5, Section 5-5-6, and Title 5, Chapter 7, of the Bartlett Municipal Code **[TABLED ITEM]**
2. Ordinance Amending Title 4 of the Bartlett Municipal Code to Add New Chapter 4 Thereto Entitled "Smoke and Vape-Free Air Regulations" to be Known as "The Bartlett Smoke and Vape-Free Ordinance"

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**

- \*1. Purchase of One (1) Cargill Accubatch Brine Maker
- \*2. Resolution Approving of the Public Improvement Completion Agreement for Project Oak Among the Village of Bartlett, TDS ESC Brewster Creek III, L.L.C., and Triumph Construction Services Corp.

**13. NEW BUSINESS**

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

**15. ADJOURNMENT**



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 1, 2019**

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1. CALL TO ORDER

President Wallace called the regular meeting of October 1, 2019 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Planning & Development Services Director Roberta Grill, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Commander Mike McGuigan, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Bartlett Police Department Police Chaplain Breanne Fuelling gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add Ordinance 2019-78, an Ordinance Approving a Site Plan, Granting Special Use Permits and Granting Variations to Allow a Restaurant at 121 W. Railroad Avenue (More Brewing).

Trustee Hopkins also stated that he would like Resolution 2019-80-R, a Resolution Waiving Bids and Approving of the Purchase of Golf Course Mowers and the Trade-In of Surplus Property be removed from the Consent Agenda.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

---

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

Trustee Hopkins moved to amend the Consent Agenda and that motion was seconded by Trustee Deyne.

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

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
**MOTION CARRIED**

Trustee Camerer moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Hopkins.

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

AYES: Trustees Camerer, Carbonaro, Gabrenya, Hopkins, Reinke  
NAYS: Trustee Deyne  
ABSENT: None  
**MOTION CARRIED**

**6. MINUTES**

Trustee Deyne moved to approve the Board and Committee minutes from September 17, 2019 and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO APPROVE THE BOARD/COMMITTEE MINUTES FROM SEPTEMBER 17, 2019**

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
ABSTAIN: Trustee Gabrenya  
**MOTION CARRIED**

**7. BILL LIST – Covered and approved under the Consent Agenda**

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**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

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8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT

Museum Director Pam Rohleder stated that fifty years ago, three U.S. astronauts went on an incredible adventure to the moon and back. Bartlett's own Flexonics played a very important role in that historical accomplishment of man landing and walking on the moon with the designing and fabrication of liquid oxygen lines, gaseous oxygen lines and more for the Saturn 5 rocket which carried the Apollo 11 payload, and other missions, into deep space.

Tonight, we celebrate in that spirit, the accomplishments of four Bartlett families who also went on an incredible journey, half a century later, which took them to 70 museums, nature centers and other cultural institutions in the 2019 Passport to Adventure program. These four families, Koontz's, Esparza/Stalzer, Trevino's and Won's, have also made history because they were our same recognized families last year, something that has not happened before. And if you are keeping track, this is the fourth Mayor's Medallions for the Koontz and Won families and the second for the Trevino and Esparza/Stalzer families. We couldn't be prouder of all of them and the 70 sites for engaging families all year around in the fun of history, art, science and culture.

This year the Kane-DuPage Regional Museum Association printed 18,000 Passport to Adventure booklets containing the 70 participating sites. More than 600 passport booklets alone were pick-up in Bartlett at the Village's four sites, the Bartlett History Museum, Bartlett Depot Museum, Bartlett Nature Center and Arts in Bartlett making our Village one of the top distribution communities. The program brings families from all over the two counties, and beyond the borders, who come into Bartlett and discover not only our museums but also our community's businesses and restaurants we have to offer. Also, this program is no longer just for kids. With the age limit dropped this year, adults have been participating also and love it!

**The recipients of the Mayor's Medallion are:**

**Stella Esparza, All 70 sites**

Eight-year-old Stella confirmed at the beginning of the program this year she was going to again complete all the sites as she did last year. With the help of her mom Kristine, dad Ben and Grandpa Mike she did! A second grader, this is Stella's second year in participating in the program and she continues to love it. She has learned lots about history and perhaps one day will be working here at our museums.

**Michael Trevino, All 70 sites**

Recognize the Trevino family? This is the third year the family has participated and their second year visiting all the sites. Michael, seven-years-old, and a second grader, can tell



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

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you in detail about the museums, like Kline Creek Farm, he visited this summer. Be sure to ask him because he loves to tell about it! His parents Bobby and Dawn love the program, as you have already heard, for all it offers in the way of learning while having fun. All our families here have been ambassadors for the program, bringing friends along and encouraging other families to participate and for that we thank them!

**Axel and Vala Koontz, All 70 sites**

For the fourth year in a row, Axel, age 8 and Vala, age 6, had visited all the museums listed in the Passport to Adventure book. This is an amazing accomplishment for these two and they love doing it! Tonight, they will be recognized with their fourth Mayor's Medallion. Where have you put them all? Their parents Sandy and Jason dedicate their time to having their kiddos discover the history, nature and art in Kane and DuPage Counties. Visiting museums are just a part of the Koontz's family activities that include competitive swimming for both and dance for Vala.

**Ella Joy and Asaph Won, All 70 sites**

Ella Joy, age 10 and Asaph, age 8, are being recognized tonight with their fourth Mayor's Medallion also. They completed all the sites in 2015, 2016 and 2018 and of course 2019. The Won family enjoys the learning and fun opportunities these sites provide their family where Ella Joy and Asaph can enjoy learning and discovering new things. The Won's were first introduced to this program at the Bartlett Depot Museum where Ella Joy and Asaph have been visiting for years. It has been so much fun watching them and all the other children here grow-up with a love of museums.

President Wallace stated that with the advice and consent of the Village Board, he appointed the following individual to the term indicated beginning October 1, 2019.

**Zoning Board of Appeals – 5 Year Term**

<b>Michelle Sarwas</b>
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Trustee Reinke motioned to consent to the appointment of Michelle Sarwas to the Zoning Board of Appeals and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF MICHELLE SARWAS TO THE ZONING BOARD OF APPEALS

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

---

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff anniversaries and birthdays.

Trustee Camerer asked how things were going with the Christmas lights in the downtown area.

Public Works Director Dan Dinges stated that have been meeting with the contractors and vendors and he thinks they have one that is within their price range. They are looking at a phase 1 which would entail lighting up the Metra building perimeter and lights; depot museum and trees to the south; south of the fountain in the Town Center is a nice pine tree that could be lit up; trees at the intersection of Oak and West Bartlett (north of tracks). They think they will be able to get a nice package together for this year and build off of that.

11. TOWN HALL

**Breanne Fuelling, 269 Roslara Court**

Ms. Fuelling wanted to introduce a ministry at the Village Church of Bartlett and a little bit of conjunction with Alliance Bible Church called Bartlett Community Care. The website is: [bartlettcommunitycare.org](http://bartlettcommunitycare.org) (BCCI). Along with being a resident of Bartlett, her husband is a pastor at the Village Church and she runs a sliding scale counseling center in Bartlett for twelve years. She is a small Bartlett business owner and she gets to join in working alongside the police as a chaplain. They count this as a collaborative effort with the Bartlett Police Department in trying to meet their needs in a way that they can come alongside them. BCCI seeks to meet the needs of Bartlett through rising up the community. Many people in Bartlett are struggling with issues like addiction, mental health, physical means, financial means, family and domestic problems. One of their hopes is that they can connect as a community to be able to create a support system for all those different needs. Some of the questions they have asked is what if we as a community, could help care for our neighbors in times of need and connect them with the resources that are available. Sometimes in our times of need, these are hard to pursue and find. They want to be able to change that, making mental health treatment and addiction recovery support and other services more readily and easily available in our own neighborhood. One of their dreams is to band with the police department to serve with care and come alongside them with the amazing job that they already do. What if we as a community, could be one that flourished on all levels, whether that's our mental health or our ability to welcome people sought out addiction recovery and be a community where they can come back in and be surrounded by ways that they can succeed. Their main goal in Bartlett is for anyone that needs help, can find and receive the care that they need. She talked about their website that has a "suggest a need form" which allows anyone in the community to suggesting need for themselves, a neighbor, etc. they are taking those needs as they come in and connecting them with a database of volunteers.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

---

**Mark Johnson, 1034 Hudson Court**

Mr. Johnson talked about a drainage easement as it relates to those properties behind and east of him, but mainly the property north of him on Auburn Lane. They dumped an enormous amount of wood chips in their backyard on the slope. He was worried about it drifting, and it has. He had the village come out and look at it and it has not been resolved. He is in a bind because there is nothing written about drainage easements in Bartlett. He has spoken to the village's engineer and stated that many of the plat of surveys are incorrect on Auburn Lane. They are listed as easements and not drainage easements. He hoped that the Village would correct this so they could enforce this issue as well as tree conservancy.

Attorney Mraz stated that we have public utility easements that are set forth on the plat of subdivision and those are for utilities, roads, 10' lot lines. There are no specific drainage easements and we couldn't go back and grant someone else's property drainage easements. It would have to be granted originally by the developer or property owner. Part of that is because we have a grading plan and drainage that they look at when a subdivision is approved. They are often subtle swales and rarely are they kept within those swales. People utilize those portions of their yards and you can't prohibit that. In a relatively flat subdivision where drainage seeks the lowest point, it's more in the engineering plans and how things should be constructed. As people improve their lots, they change the grading and that often complicates how the drainage works.

Trustee Gabrenya stated that regardless, if there is a specifically entitled drainage easement, if this gentleman's yard is being flooded by virtue of what someone else did in their yard, is there a remedy for this.

Mr. Mraz stated "not that we have". He would need to know more about what changed and how it was altered. Sometimes it's a private cause of action between neighbors.

President Wallace asked staff to look into this and see if we could possibly advise him on future remedies.

**12. STANDING COMMITTEE REPORTS**

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that Ordinance 2019-78, an Ordinance Approving a Site Plan, Granting Special Use Permits and Granting Variations to Allow a Restaurant at 121 W. Railroad Avenue (More Brewing) was covered and approved under the Consent Agenda.

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**

Trustee Gabrenya stated that there was no report.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

---

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2019-80-R, a Resolution Waiving Bids and Approving of the Purchase of Golf Course Mowers and the Trade-In of Surplus Property.

Trustee Deyne moved to approve Resolution 2019-80-R, a Resolution Waiving Bids and Approving of the Purchase of Golf Course Mowers and the Trade-In of Surplus Property and that motion was seconded by Trustee Hopkins.

Trustee Hopkins asked why the trade-in value seemed extremely low.

Assistant Village Administrator Scott Skrycki stated that the trade-in value was low because the equipment is from 1981 and 1991. Their mechanic no longer has any other tricks in his bag to keep these mowers running.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2019-80-R WAIVING BIDS AND PURCHASING MOWERS AND TRADE-IN SURPLUS PROPERTY**

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2019-79 an Ordinance Amending the Bartlett Municipal Code Title 3, Business and License Regulation to Add New Chapter 32: Animal Sale Restrictions.

Trustee Reinke moved to approve Ordinance 2019-79 an Ordinance Amending the Bartlett Municipal Code Title 3, Business and License Regulation to Add New Chapter 32: Animal Sale Restrictions and that motion was seconded by Trustee Camerer.

Trustee Reinke stated that he was fully in support of this. He wanted to know if there was a specific reason why the fine was only \$500 and not \$750.

Planning and Development Services Director Roberta Grill stated that her understanding was that \$500 was the max.

Trustee Reinke stated that at a future date if they do a cleanup, perhaps they can bump that up to \$750. He brought up the fact that recently someone was selling dogs and cats out of their car in a parking lot. Is this going to help the police department enforce these kinds of people?



**VILLAGE OF BARTLETT  
BOARD MINUTES  
October 1, 2019**

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Ms. Grill stated that this pertains to the sale of animals in a commercial business.

Trustee Reinke asked if this ordinance could be expanded to illicit sales.

Attorney Mraz stated that they would really have to take a look at this further. They carved out breeders but selling animals from the car, could technically be a breeder and they couldn't limit that. He suggested a separate ordinance could be done or amending this one in the future.

Trustee Gabrenya stated that she felt that just prohibiting the sale of retail from pet shops us too narrow.

Ms. Grill stated that breeders can sell out of their homes. The zoning ordinance regulates pet stores with the sale of animals as a special use permit.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2019-79 AMENDING MUNICIPAL  
CODE TITLE 3, BUSINESS AND LICENSE REGULATION TO ADD NEW CHAPTER**

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO**

Trustee Carbonaro stated that there was no report.

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**

Trustee Camerer stated that Resolution 2019-81-R, a Resolution Approving of the License Agreement Between the Village of Bartlett and More Dusty, LLC and the Purchase of a 2019 Ford F-350 XL 4X2 Pick Up Truck were covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

Trustee Carbonaro stated that since the State of Illinois has doubled the RTA tax and in the last six months spent over \$50 million inside the City of Chicago, he would like to revisit the alignment of the train platforms. He stated that it is infuriating that they collect the taxes from Kane, DuPage, McHenry counties and spend it all inside the City of Chicago.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**October 1, 2019**

---

Trustee Hopkins asked if staff could apply for a grant or get information from them.

Mr. Skrycki stated that they have looked for grants for that particular issue many times and they continue to do so.

President Wallace asked staff to research where that money was spent and if we are on anyone's list.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting. At the close of that meeting they will be going into Executive Session to Discuss Security Procedures & Equipment Pursuant to Section 2(c)8 of the Open Meeting Act.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:41 p.m.

Lorna Gilles  
Village Clerk



## VILLAGE OF BARTLETT COMMITTEE MINUTES

October 1, 2019

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President Wallace called the Committee of the Whole meeting to order at 7:42 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Senior Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Planning and Development Services Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Golf Pro Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

### COMMUNITY AND ECONOMIC DEVELOPMENT, CHAIRMAN GABREYNA

#### **The Still BEDA Application**

Economic Development Coordinator, Tony Fradin stated that The Still has been in business in town for the past five years, after the owners purchased the building in 2013. Their Bartlett Economic Development Assistance (BEDA) application is for the expansion of their business into the unutilized space which served as a barbershop for many years. In addition to that expansion and buildout, they have plans for some facade upgrades as well. They want to expand to occasionally host live entertainment and accommodate larger gatherings within their restaurant space. The owners do not own the entirety of that strip center called Main Street Plaza, they only own the northern portion, and so the facade work only applies to their portion of the center. When they originally came before the Economic Development Committee (EDC) at the August meeting, we had been discussing approximately \$52,535 worth of upgrades. They had submitted a quote from Lionheart Construction that detailed nine different items that pertain to the buildout of the interior as well as some of the exterior items. Since that time, we have had some ongoing communications and he has indicated that they intend to spend an additional \$20,000 above and beyond that for millwork, tables, chairs and other equipment, bringing their total project cost to about \$72,535. Staff had originally recommended a \$15,000 BEDA grant when they came before the EDC in August. With their commitment to spend an extra \$20,000 above and beyond that, we have applied a similar percentage to the staff recommendation for their BEDA grant. Tonight, we would like to recommend a \$20,000 BEDA grant based upon them spending \$72,535. That \$20,000 would amount to 28.7 percent of their total project cost which is more in line with the three prior restaurant related projects that came before you previously. The applicant for this BEDA grant, Jim Leo is here tonight to answer any particular questions about the Still.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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Chairman Deyne stated that he thought the program was wonderful for Village businesses. He was over at the restaurant the other evening and had an opportunity to walk through the restaurant and see what improvements they wanted to make. That area is vacant now, so it's a waste and he is limited in the seating he has at this time. They had talked about rotary going over there or some of the other groups, but they would take up the entire restaurant. If he has the confidence to make this investment in our village, we should support him in every manner we can and he is in favor of granting him the BEDA grant.

Chairman Camerer asked how much seating will be added.

Mr. Leo stated that it will add about 24 seats, but the bigger reason they want to do this is because if you come down Main St. from south to north, you see this beautiful new building that ties in with the town center, than you see our building and our neighbors building and it has the cedar shakes, it just doesn't fit in. Its more than just adding seats, we want to refresh the building and make it a destination for people when they are driving by.

Chairman Camerer asked to clarify the plan for the interior.

Mr. Leo stated that there will be a little wall that blocks off the gaming area, to the right of that is the bar extension and there will be high tops in front. Where the current games are, there will be expanded seating.

Staff, board and the petitioner continued discussing where tables, gaming, and the bar would be located.

Assistant Village Administrator Scott Skrycki stated that the state of Illinois only requires a separation for gaming. It doesn't need to be a physical wall, it could be a rope or painted line. The village will be doing a re-inspection of the new gaming area when it is complete.

President Wallace asked about the facade.

Mr. Leo stated that the brick is going to be a brown tone and they are going to be replacing the dryvit.

Chairman Reinke asked if they will be expanding into the former barbershop and JDN space.

Mr. Leo stated JDN is still there, just the barbershop space.

President Wallace asked how the facade materials line up with the uniform code.



## VILLAGE OF BARTLETT COMMITTEE MINUTES

October 1, 2019

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Ms. Grill stated they have not seen it yet.

Chairman Gabrenya asked if the owner of the other half of the building interested in updating his facade.

Mr. Fradin stated that he has contacted them to let them know what Mr. Leo was planning on doing and tried to encourage him to look into doing something similar. He is not in the position at this time to do anything and is more interested in listing it for sale.

President Wallace stated that he thought it would look nice if it looked similar to the Streets of Bartlett's new renovations. He thought it was a great use of BEDA monies and would be in favor of increasing the amount they are receiving. He asked what the discussion was like around setting the number at \$20,000.

Mr. Fradin stated that staff was looking at the percentages that the village has applied to other BEDA grants like Indian Express, the Indian grocery store and Bartlett Tap. They were trying to apply that same percentage, considering the amount they were applying for had increased. Mr. Leo asked if we would reconsider the amount granted since he increased the amount he is spending by \$20,000 and staff thought it was appropriate.

Chairman Camerer asked how the BEDA resources are.

Mr. Fradin stated that so far this fiscal year, there has only been the \$50,000 grant to Mr. Rafidia and we probably have 2-4 more coming up in the next 3-4 months. The line item is \$250,000.

President Wallace stated that the money is there, so he is in favor of raising it to \$25,000 being that it is a local business that has been around a long time and we just gave \$50,000 to someone new to town.

Chairman Deyne asked if it will be on the agenda next meeting.

Mr. Skrycki stated that it would and asked if the board was in consensus with raising it to \$25,000.

Chairman Gabrenya asked if the restaurant was expanding or just the gaming.

Mr. Leo stated they are expanding the bar area. By moving the gaming, they gain seats in the front and hopefully in a year or two, they want to install garage doors in the front so it can be like an outdoor seating area, but to do that, they have to have the bar completely free of the gaming.

Mr. Skrycki stated that they have the maximum number of games allowed by law.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

Chairman Gabrenya asked if they expand the restaurant, are they eligible for additional gaming or are they topped off at five.

Mr. Skrycki stated that he is not allowed to have additional gaming, however, there is some legislation at the state level talking about expanding from 5 to 6 games, but as of right now, he is not eligible.

Chairman Gabrenya stated that even if it was expanded by one, that isn't bad compared to doubling the number for instance.

President Wallace stated that he would add to his comment that he thought BEDA was used to support businesses that have been around here and really putting their blood, sweat and tears into making it. If the village is going to support these types of businesses, he would like it to go up to \$25,000.

Chairman Deyne stated that he agrees 100% and if it is raised, he wants to make sure we are not putting the village in a position where we are setting a precedent.

President Wallace stated that it was just staff's suggestion so the board can raise it.

Chairman Camerer asked if it would be on the next board meeting.

Mr. Skrycki stated that it would have to go through the building department and get approval, but staff will put it on the next agenda.

Chairman Reinke stated that the village doesn't cut a check until all the work is done, proof that the expenditures have been made and we have lien waivers, etc.

Mr. Fradin stated that was correct.

The item will be on the next board meeting agenda for final approval.

**FINANCE & GOLF, CHAIRMAN DEYNE**

**2019 GO Bonds Review**

Finance Director Todd Dowden stated that Delena Welkomer is here from Baird, our financial advisor if you have any technical questions about the bonds. He stated that the village has been discussing these bonds for the excess flow facility rehabilitation sewer project for quite some time now. We have settled on the project and what needs to be done. This is also a good time to refund the 2009 bonds, so those will be combined. \$8,429,000 will be for the sewer project and the remaining will be \$5,695,000 that is left



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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on the 2009 bonds. The 2009 bonds are prime for refunding because of the low interest rates that are currently available. Estimates are showing \$480,000 in savings for the present value. The ordinance attached is the only part where the board would approve the bonds. Once they are approved at the next meeting, it would give the authority to the President, Clerk and treasurer to sign off on any changes for the final amount. A parameters style ordinance sets the limits, then when the terms are determined, they are signed off by the approved members. The total par amount is 15 million dollars. The term is 20 years and will mature by 2039. The annual maturity amount is also limited to \$1,200,000 a year with a maximum coupon interest rate is 6% and the tax levy total amount is \$1,915,000. It also sets the minimum savings on the loan amount at 3% of the par value. We will be way over that, almost 8-9% savings. Staff has been increasing sewer rates over the last two years for the Devon Ave. project and the waste water treatment plant rehabilitation project. The overall interest cost rate is estimated to be 2.33% which is very good. The interest rates have been at historical lows for quite some time and we have taken advantage of this by refunding the fire station bonds in 2017 and now they are still low so we can refund the 2009 bonds and issue bonds for the sewer project. The next step would be to bring the parameters ordinance to the meeting and the sale would be scheduled through the end of October or the first of November.

Chairman Hopkins stated that they have talked about the project for many years, but not hard costs. Two to three meetings ago, we discussed the project may cost up to \$13 million. Now we are saying it will cost \$8.5 million. He wanted to look at hard numbers to compare IEPA loans and going out for bonds because one is 2% over 20 years and bonding could be as high as 4.5%.

Mr. Dowden stated staff is estimating it would be 2.33% total. Rates are very good right now and he asked Mr. Dinges to explain the \$8,400,000 number for the project cost.

Public Works Director Dan Dinges stated that staff had been working with MWRD for several years and went through many options. Once they decided not to allow us to increase the restrictor, staff looked at options for rehabbing Devon and bringing the excess flow down to Bittersweet or building storage and sending it down to MWRD. Once staff got feedback from the Board that this was something they wanted staff to look into, he had engineers walk the route the force main would follow and what hurdles they would run into. At that point, they were able to give us more fine-tuned numbers which is how they got to the \$8.5 million. As far as EPA loan vs. bonds, the village can go after an EPA loan, but it takes more time. There are a few steps that would need to be taken. The village has been in the EPA loan process with the Bittersweet plant for several years now and are still not guaranteed money on that plant. We are planning on getting it, but it is not a guaranteed thing. We are looking at getting that money in July 2021 and we have not applied for it with the Devon project. To get in the process you need a facility plan, engineers need to put a plan together showing all the options we looked at, they buy into it. It takes time and engineering costs. Once you get in line for the loan, and we don't



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

know where we would be. Our goal would be on the July 2021 time frame and they have already said there are more projects than funding so we will probably be after the July 2021 time frame. They distribute the loan funds in July of every year and then they call a bypass in January for any project that is ready to go, if another project was not ready when they were awarded the money. There is no guarantees we would get any money and every time we delay, it pushes us tighter to the time frame we need to meet, not to mention our permit for Devon expires one year from yesterday which we are not going to make, so we are going to be in the process with getting the IEPA to give us an extension. Long story short, we can apply for it, but the bond rates are 2.33% vs. 2.00% for the EPA loan, which is a difference, but there is no certainty that we will get the loan and every year we delay the costs of construction increase.

Village Attorney Bryan Mraz stated that there is no guarantee the IEPA loan will be 2% in 2021.

Mr. Dinges stated that they sent out a letter in August that they have been bonding at 2.75% but they are writing the loans for 2% so they are writing off .75%. They are reevaluating that because there are more projects then there is funding so they may not be able to give that rate.

Chairman Hopkins asked how many sewer connection points are covering this \$8.5 million.

Mr. Dinges stated that he did not know off the top of his head.

Chairman Hopkins stated that \$8.5 million is a lot of money. They already pay money on their tax bill to have their sewage treated by MWRD and he feels that \$8.5 million is a lot of money and we need to look at alternative methods to achieve this. He did not think we should be on the hook for this.

Mr. Dinges asked for clarification on alternatives.

Chairman Hopkins stated that there has to be a method to achieve our goal without spending \$8.5 million dollars. Weather that is to go to the IEPA or EPA and ask them to help reduce the limits that we operate at our Devon excess flow plant or something else. His tax bill, water and sewer bills are all high and residents are feeling the pinch.

Mayor Wallace stated that the village has looked at multiple possible options to alleviate this problem. MWRD pretty much said they are done.

Mr. Dinges stated that the Bittersweet plant is going to be going through renovations and it has excess flows as well. The DuPage residents are paying for it and the Cook County residents need to pay for excess flow. MWRD is basically saying they don't want to do



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

deal with excess flow, so we have to. Since the Bittersweet plant has excess flow they have to pay for it as well so it's not just Cook County residents.

Chairman Hopkins stated that we have talked about stopping infiltration of water in the sewer system and sewer lining residential services. Has the village looked at the whole Cook County side and determined that there are no more storm sewers going into the sanitation lines. He asked Mr. Dinges if the village knows 100% there are no storm sewers going into sanitation lines.

Mr. Dinges stated that we do not know 100%, the whole system has not been televised.

Chairman Hopkins stated that we need to do more work to that end before we spend \$8.5 million. The whole system needs to be looked at. He asked how large the force main that would be installed was going to be.

Mr. Dinges stated that it would be a 16" force main down to Bittersweet.

Chairman Hopkins stated that instead of a 16" it could maybe be an 8" and the cost savings could be substantial. We need to look at our aging Cook County sewer system before we throw \$8.5 million at this problem.

Mr. Mraz stated that staff is looking at the aging sewer system.

Chairman Hopkins stated that he just asked Mr. Dinges about the Cook County system and he is not sure there are no storm sewers entering sanitation lines.

Mr. Mraz stated that staff continues to look at it, budget for it and are making end roads, but it will take time. Interest rates are low right now and we have a time limit in which we have to accomplish this or we face fines. He acknowledges and agrees with Chairman Hopkins, that its high, but multiple options have been explored and MWRD has gone as far as they are going to go and it's not something that the U.S. EPA or IEPA can grant us. It is up to MWRD.

Chairman Hopkins stated that they may allow us to maintain the plant for the next ten years. He believes we violated the limit once and the chemicals that staff adds to the flow may have been off, we don't know why we were in violation, it's not like every time the plant goes online we are in violation.

Mr. Dinges stated that new limits were put in place five years ago and when that plant went into excess flow, that plant did not meet the limit. It did not matter how much chemical we put into the water or not, the plant is undersized for the flow it is taking. The village was able to get the EPA to go back to the old limits while we were working with MWRD and for the most part we can meet the limit. We have been told by Illinois EPA



## VILLAGE OF BARTLETT COMMITTEE MINUTES

October 1, 2019

---

that U.S. EPA is pushing this and that in 2020, that limit will be back. He suspects that if we have not done anything and that plant runs, we will not be able to meet the limit that they set. It's mainly because they are looking at what is going into the plant and what's going out. 85% of contaminants need to be removed and when it's essentially storm water, it's very hard with the equipment we have out there, to remove 85% of the little contaminants that are there. Even with the best equipment available, there are not guarantees that we can make that limit because it is so dilute.

President Wallace stated that with all due respect, you are proving Chairman Hopkins' point. It's diluted with so much storm water that we can't get it below 85%. I know we have been working for years to fix this storm water issue, but maybe we need to keep working on it.

Mr. Dinges stated that we will and if he knew that they could spend \$8,500,000 on the collection system and the issue goes away, he would do it, but there are no guarantees. People have illegal connections and you can go in there one day and tell them to disconnect their sump pump from the sanitary, but as soon as you leave the basement, people put it right back in because they don't want their backyard to be wet. We essentially have a brand new system east of Oak St., north of the tracks. We have not done the service lines, but hopefully in the spring we are going to do some more lining west of Oak St. and we are going to offer up to the resident's, sewer lining on the services. We are hoping that some of them will take us up on the offer. We still have excess flow on Devon. We have not seen a drastic decrease and that is a big chunk of the Cook County area that has been completed.

Chairman Hopkins stated that we have been discussing sewer lining for residential services for years, but we haven't seen an ordinance yet.

Mr. Dinges stated that the plan has already been approved in the budget, but we did not do a lining project last year, we are doing one in the spring. Residents can go and get pricing, but when you do one service, the price is going to be enormous. We are trying it out on our project hoping that the cost to our residents will go down. We have a 50/50 program and have not advertised it yet because it will not be until the spring. The plan is, over winter to get that out and try to get some residents connected with that program.

Chairman Hopkins stated that his hope with this is to look closely at the aging sewer system in Cook County and try to fix it instead of running a 16" force main, run an 8" force main or something that will achieve our goal, but we are still going to have to look at the aging infrastructure of Cook County.

President Wallace said that the problem is going down to Bittersweet than. He thought we need to look where we are spending money on our water issues, storm water and sewer. He stated that you would literally be able to build every home over there with a



## VILLAGE OF BARTLETT COMMITTEE MINUTES

October 1, 2019

---

French drain system, to direct their sump pump water to the place it's supposed to for way less than that. He also knows that they do need to do this at some point. He is a little bit torn about the questions about having so much storm water into our sewer system and all of the work we have done around that concept without having any answers. If we run the force main, the problem will just move to Bittersweet.

Mr. Dinges said that because it's taking all of DuPage County, we have a normal flow and then peak events so we compare those peaks to the normal influent and effluent, so the problem with Devon is that you never have flow unless its storm water. The plant at Bittersweet can handle taking the Cook County flow with minimal update, so he thought it was the best solution. If he thought they could drop it down to an 8" force main if they spent "x" amount of dollars on the Cook side he would, but if you are putting in a lift station and force main you are only talking about material cost at that point, a 16" or 8" and he didn't know how much we would have to spend on the Cook side to get it down to an 8", but there isn't much difference running a 16" vs. and 8" when you are running two miles down to the Bittersweet plant.

President Wallace stated that his concern is alleviating the long term problem of our storm water going into the sewer system.

Mr. Dinges stated that its not only Cook County, we have the same issue in DuPage, we need to do more and we are not the only community facing this issue.

Chairman Hopkins asked if there was a way we could reach out to the EPA to extend our limits.

Mr. Dinges stated that staff will be. If they say no, we will be in violation in a year and we will then ask for a compliance schedule. If they do not give us an extension with the current limits, then we will operate as best we can and meet with them and show our plan to address the issue.

President confirmed that we only get a violation when we get a large rain event.

Mr. Dinges stated yes. The EPA isn't going to give you a violation when you go over one time, they typically look over a time period and if you have had multiple, you will get a violation. Staff is trying to work with MWRD to keep the restrictor out for another two years until we can meet our limits. Staff is looking at every avenue we can.

Mr. Hopkins asked if we have monitors in the sewers to find out what area a majority of the flow is coming from.

Mr. Dinges stated that we have done that and continue to do it along with smoke testing, you just can't do the whole town at once because it takes time.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

President Wallace asked what the total cost of the bonds is if you take into account the amount we are saving. The new total cost of both bonds combined is 2.33%, is that correct?

Mr. Dowden stated that it would be slightly more, they are sharing legal fees and other costs, but that is a small part of it.

President Wallace stated that if you take the \$480,000 we are saving from the refunded bonds and take it out of our total interest expense, do you know what that percentage would be.

Mr. Dowden stated that he does not know off hand.

President Wallace stated that is our real expense. Otherwise, we were slated to spend this extra \$480,000, now we are going to spend 2.33%, you have to take the \$480,000 we were going to spend and give us our actual cost.

Ms. Welkomer stated that if you net out the interest that you are saving, the interest cost they are estimating on the 20 year sewer is \$3.5 million, so you are talking about \$3 million vs. \$3.5 million.

President Wallace stated that it's a \$3 million dollar expense on \$8.5 million.

Mr. Hopkins stated that he thought we needed to hold off on bonding, do some repair work to our sewer system, ask the EPA to extend our limits and reevaluate this.

Mr. Dowden asked about the bonds.

Mr. Hopkins stated that if we are not doing the project, we won't need the bonds.

Mr. Dowden asked about the refunding.

Ms. Welkomer stated that we can write the parameters ordinance just reflect the refunding of the series 2009 bonds. Within the parameters ordinance it did show a not to exceed for just the refunding portion of \$6.5 million, but we could ask Chapman to revise this to just reflect the refunding for savings.

Mr. Mraz stated that these interest rates seem low at 2.33% so we could be shooting ourselves in the foot waiting a year thinking we are going to save then the interest rates jump up again, as does the IEPA loan interest rates. We may save in one area, but if you lose this opportunity with these low rates, that interest cost will go from \$3 million to \$4 million with a slight increase in rates.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

Mr. Dinges stated that he knew they wanted to do the collection system so maybe we bond \$8.5 million for the collection system and put it there.

Mr. Hopkins stated that he thought we needed to have an engineer come up with estimates so we know where we are. He is not opposed to it, but he wants to look at hard numbers first.

Mr. Dinges stated we spent total \$600,000 last year, but if you are talking about redoing the whole Cook County system, you are talking about replacing the system whether it's lining or something else, but it would take many years to get through it.

President Wallace stated that if we are talking about postponing it, we need to hear from some other people. We are talking about voting on this at the next meeting.

Mr. Mraz stated that there is the option of bringing up just the refunding portion.

President Wallace stated that portion makes sense.

Mr. Mraz stated that you can bring both ordinances back, a break out of just the refunding and the combined ordinance.

President Wallace stated to bring it back and break them up and refund the 2009 bonds as long as we get the same deal with the smaller amount. Mr. Dinges and Mr. Dowden can come back with more detailed information on other options and what the EPA says. There is some questions that some board members have on what the EPA says.

Chairman Reinke stated that he hoped it did not end up costing us more money in the long run. His concern is that even if the flow is cut in half, the village is still going to have to do the project. Whether it's a 16" or 6", something has to be done.

President Wallace stated that he did not totally agree with Chairman Hopkins' analysis because DuPage County has the same issue. It's something that's had to happen for years and we have been kicking the can down the road.

Chairman Reinke stated that he didn't think lining or replacing all the sewers would be effective because it would be a big mess and residents would not be happy with us tearing up their back yards to replace the sewers, so he didn't know if that was going to get us where we needed to go. He stated that we have talked about the alternatives extensively. We can put those giant tanks in people's back yards.

Chairman Hopkins stated that he didn't think anyone was talking about putting tanks in people's back yards.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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Chairman Reinke stated that we did talk about that. We talked about millions of gallons of effluent in someone's back yard because it has to be held until it's slowly released through that restrictor.

Chairman Hopkins stated that if we line the sewers and correct problems that have been going on for 50 to 70 years, and once they are corrected, you might be able to build a million gallon storage tank that costs us a million dollars. He is not opposed to selling bonds to pay for the collection system and fixing it which we need to do regardless. If you run a 16" force main and still have to fix the collection system, we are double paying. We could first fix the collection system then determine what size force main we would need to run or if a one million or two million gallon storage facility would suffice.

Mr. Mraz stated that it would take years to fix the collection system and he stated the village doesn't have years.

Chairman Hopkins stated that this should have been fixed 20 years ago. If you look at the budget, you will see there were not many sewer repairs being done 15-20 years ago. We are just now lining stuff that's 100 years old.

Chairman Deyne stated that is the reality of it, who thought about lining those things years ago.

Chairman Hopkins stated that you need to fix your aging infrastructure first. To sit up at the dais and say go ahead and spend the \$8.5 million is an easy fix, but he did not believe it was the right fix. Sending millions of gallons of storm water to Bittersweet is not the solution.

President Wallace stated that's his opinion, but there are six Board members up here that may have a different opinion. He stated that if we get a straw poll right now that is a majority that says this can go through as is, we will take the poll now and pass it next meeting. If we don't have a majority, we will refund what we can and go on from there. He suggested that the chairman do a straw poll,

Yes moves forward with bonding for the force main.

Straw Poll:

Reinke: Yes

Gabrenya: Unclear

Camerer: Unclear

Deyne: Yes

Hopkins: No

Carbonaro: Yes

Wallace: Yes



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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During the vote discussion:

Chairman Gabrenya stated that she believes Chairman Hopkins has some valid questions.

Chairman Camerer stated that he has the same concern as Chairman Reinke with the extra expenses.

Chairman Deyne stated that he is very concerned with the interest rate the village can have on bonds right now. He is torn because he knows what is in front of us now and he is very sympathetic to what Chairman Hopkins is saying. If he were forced to make a vote this evening, he would like to have more information. He is leaning towards Chairman Reinke and Chairman Camerer. No one had the foresight to look ahead and he felt the same way about the water rates how we didn't increase them for 5-7 years and now we are on Lake Michigan water. If the previous boards would have made incremental increases in the sewer and water rates, we may have not been confronted with these large increases. He would like more information, but if he had to vote, he would vote to move forward.

Chairman Reinke stated we have a couple of weeks before the next board meeting so we can get some more information in the meantime.

After the vote discussion:

Mr. Mraz confirmed staff should bring two ordinances to the next meeting, one with just the 2009 refunding and one with the combined amount.

President Wallace stated that was correct and requested staff to pull every effort that we have made with the EPA, where we are at with the percentage of lining, and efforts that we have taken to reduce the storm water intake. He wanted this information so residents and the board don't think we are doing this off the cuff and are going the easy route. Let's prove we have done everything we possibly can before we spend the \$8.5 million for a force main.

**POLICE & HEALTH, CHAIRMAN CABONARO**

**Create Smoke and Vape-Free Ordinance; Amend Tobacco and Nicotine Products/Minors; Use of Tobacco or Nicotine on School Property**

Deputy Chief Pretkelis stated that the Village of Bartlett has always been on the forefront of ongoing efforts to prevent youth access to tobacco products. As you are aware, years ago, the village prohibited the possession or sale of tobacco to individuals under the age



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

---

of 18. Shortly after Bartlett High School was built, we created an ordinance that prohibited the use by anyone under the age of 18 using tobacco products. A few years ago, we revised the ordinance to include vaping products. As you are aware, Governor Pritzker signed the Tobacco 21 law which prohibited the sale and purchase of tobacco products and vaping products. The issue with that law is that it does not prohibit possession of tobacco products by individuals under 21. It was the police departments recommendation to update our ordinances to prohibit anyone under 21 to purchase, possess or sell tobacco and vaping products and prevent anyone from using tobacco or vaping products under 21 on school property. At the last board meeting, staff was asked to look into a possible revision to the ordinance that would prohibit the use of tobacco products, electronic cigarettes and alternative nicotine products in municipal owned buildings and properties with the exception to the golf course and parking lot areas of the course. During our research, the police department discovered that they recently revised the Smoke Free Illinois Act that allowed home rule local governments to prohibit smoking in public places as long as the resolution wasn't less restrictive than state law. After looking into that, we ask that the board consider creating an ordinance that would prohibit anyone under the age of 21 from violating the Smoke Free Illinois ordinance in public buildings and within 15 feet of entrances, exits and windows.

Mr. Mraz stated that it would preclude vaping as well. The ordinance before you prohibits it from places of employment and all public buildings, not necessarily all outdoor areas. Some towns have a similar ordinance where they don't allow it in outdoor dining areas, we did not extend it to those areas. There is a bill pending at the state level to ban vaping in public enclosed buildings, but it has not passed yet, the village ordinance would ban vaping indoors in a public building.

Mr. Pretkelis stated currently, there are several other communities that have enacted Smoke Free Illinois ordinances. In regards to prohibiting anyone from possessing tobacco products under the age of 21, several local communities have passed those ordinances.

Chairman Hopkins asked if this covers parks and open areas owned by the Village of Bartlett.

Mr. Mraz stated that it does not.

Chairman Hopkins stated that at a previous meeting, it was mentioned that the village would allow the other taxing bodies to write their own smoking and vaping ordinances for their outdoor property. He stated that he feels smoking and vaping around kids is not wise and he did not want to pin parents against each other. People have different views on it and it should also encompass the parks owned by the village.

Mr. Mraz stated the problem you run into is the village owns more than just parks, we have sidewalks, detention areas, etc.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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Chairman Hopkins stated that he understood, but he wanted staff to look at parks and other areas that kids frequent that are municipal owned and ban it there.

Mr. Mraz stated that he thought they should pass Smoke Free Illinois which expands it to the village and its buildings, then figure out what areas the village owns we want to include and try to differentiate detention areas, etc. He could not think of any open areas we owned other than the golf course.

President Wallace stated that we owned Bartlett Park and Ruzicka.

Mr. Mraz stated that we lease those to third parties, but it would make sense to outlaw them there.

President Wallace stated that he thought there was going to be more hype around vaping now and he can see Chairman Hopkins' point because you have people sitting out at a Raiders game vaping at Ruzicka and now they are going to be all tense about it and it is going to cause issues. He personally finds it appalling that a 20 year old that just got shot at in Iraq can't come into the state of Illinois and buy a pack of cigarettes, but that's the state law.

Mr. Mraz stated that he would like to bring the Smoke and Vape Free Illinois that outlaws smoking and vaping in public buildings than they can clean up the parks part.

Chairman Hopkins asked if it encompasses village hall as a place of employment.

Mr. Mraz stated that was correct.

President Wallace stated the Committee will be adjourning to Executive Session to Discuss Security Procedures and Equipment Pursuant to Section 2(C)8 of the Open Meetings Act. President Wallace moved to adjourn to Executive Session. That motion was moved by Chairman Reinke and seconded by Chairman Gabrenya.

**ROLL CALL VOTE TO ADJOURN THE MEETING TO EXECUTIVE SESSION**

**AYES:** Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned at 8:53 p.m.

President Wallace called the Committee of the Whole meeting to order at 9:14 p.m.

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**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2019**

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PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

President Wallace moved to adjourn the Committee of the Whole Meeting. That motion was moved by Chairman Deyne and seconded by Chairman Carbonaro.

**ROLL CALL VOTE TO ADJOURN THE MEETING**

AYES: Trustee Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 9:15 p.m.

  
Sam Hughes  
Deputy Village Clerk



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & A PAVING INC	BUILDING PERMIT REFUND	282.00
1 AMERICAN DREAM HOME IMPROVEMENT	BUILDING PERMIT REFUND	174.00
1 GO PERMITS LLC	BUILDING PERMIT REFUND	75.00
<b>INVOICES TOTAL:</b>		<b>531.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - OCT 2019	284,631.82
** 1 DEARBORN NATIONAL LIFE	MONTHLY INSURANCE - SEPT 2019	2,653.96
** 1 DEARBORN NATIONAL LIFE	MONTHLY INSURANCE - OCT 2019	2,653.96
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - OCT 2019	1,006.63
<b>INVOICES TOTAL:</b>		<b>290,946.37</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC PROGRAM REGISTRATION	190.00
<b>INVOICES TOTAL:</b>		<b>190.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	11.46
** 1 CARDMEMBER SERVICE	ILCMA MEMBERSHIP RENEWAL	200.50
<b>INVOICES TOTAL:</b>		<b>211.96</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	AAM MEMBERSHIP RENEWAL	230.00
<b>INVOICES TOTAL:</b>		<b>230.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CHAMBER FEES/ACE GIFT CARDS	677.98
<b>INVOICES TOTAL:</b>		<b>677.98</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	123.25

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

INVOICES TOTAL: 123.25

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS/I-PASS FEE	71.22
1 COMCAST	CABLE SERVICE	31.57
		<u>INVOICES TOTAL: 102.79</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		<u>INVOICES TOTAL: 3,075.00</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	1,711.32
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	70.00
		<u>INVOICES TOTAL: 1,781.32</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAILFINANCE	LEASE PAYMENT	426.45
		<u>INVOICES TOTAL: 426.45</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	140.00
		<u>INVOICES TOTAL: 140.00</u>

**530135-RECYCLING SUPPLIES/EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	2,750.00
		<u>INVOICES TOTAL: 2,750.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SOAP/SUPPLIES	21.51
		<u>INVOICES TOTAL: 21.51</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
<b>INVOICES TOTAL:</b>		<b>5,000.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE EXPENSES	306.16
<b>INVOICES TOTAL:</b>		<b>306.16</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE TREASURER	UNCLAIMED PROPERTY REPORT 2019	229.40
<b>INVOICES TOTAL:</b>		<b>229.40</b>

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	44.85
<b>INVOICES TOTAL:</b>		<b>44.85</b>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE/DOWNTOWN ZONING	670.50
<b>INVOICES TOTAL:</b>		<b>670.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TAPE MEASURE/DESK TRAY/TAPE	52.26
1 MINUTEMAN PRESS	DOOR HANGERS	246.00
<b>INVOICES TOTAL:</b>		<b>298.26</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATES	45.75
<b>INVOICES TOTAL:</b>		<b>45.75</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	AACE CONFERENCE REGISTRATION FEES	940.00
<b>INVOICES TOTAL:</b>		<b>940.00</b>

**1600-BUILDING**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIRES	315.56
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	453.58
<b>INVOICES TOTAL:</b>		<b>769.14</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	36,767.97
<b>INVOICES TOTAL:</b>		<b>36,767.97</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	NOT APPROVED LABELS	179.50
<b>INVOICES TOTAL:</b>		<b>179.50</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	950.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 VERIZON WIRELESS	WIRELESS SERVICES	816.32
<b>INVOICES TOTAL:</b>		<b>1,886.32</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,334.84
<b>INVOICES TOTAL:</b>		<b>1,334.84</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	HELP WANTED AD/RECORDS CLERK	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**525400-COMMUNICATIONS - DUCOMM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	QUARTERLY DUES	160,176.75
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,021.33
<b>INVOICES TOTAL:</b>		<b>168,198.08</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WHEEL LOCKS	108.33
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	620.22
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019

1 WOODSTOCK POWERSPORTS	ATV TUNE-UP/OIL CHANGE	361.94
	<u>INVOICES TOTAL:</u>	<u>1,110.44</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	LARGE BAGS FOR EVIDENCE	6.51
1 SYSTEMATIC ART INC	SIGN HANGING MATERIALS	46.85
1 WAREHOUSE DIRECT	TONER	128.43
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	3.99
	<u>INVOICES TOTAL:</u>	<u>185.78</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	SHOULDER PATCHES	1,133.80
	<u>INVOICES TOTAL:</u>	<u>1,133.80</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLIP ART SUBSCRIPTION	70.68
1 WAREHOUSE DIRECT	POCKET FILES/2-HOLE PUNCH	46.73
1 WAREHOUSE DIRECT	ADDRESS LABELS/BINDER INDEXES	39.12
1 WAREHOUSE DIRECT	DESK CALENDARS/STAPLES	146.43
	<u>INVOICES TOTAL:</u>	<u>302.96</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGE TO RETURN BADGE	10.12
	<u>INVOICES TOTAL:</u>	<u>10.12</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	27.54
	<u>INVOICES TOTAL:</u>	<u>27.54</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAYLA BASELEY	TRAINING EXPENSES	45.60
** 1 CARDMEMBER SERVICE	CALEA CONFERENCE REGISTRATION	1,995.00
1 RAYMOND GARCIA	ACADEMY TRAINING EXPENSES	183.28
1 ILLINOIS TRUCK ENFORCEMENT ASSOCIATIO	SEMINAR REGISTRATION/S BLASER	50.00
1 ILLINOIS TRUCK ENFORCEMENT ASSOCIATIO	SEMINAR REGISTRATION/E ROGER	50.00
1 LAW ENFORCEMENT TRAINING LLC	SEMINAR REGISTRATION	50.00
1 ADAM SVOBODA	TRAINING EXPENSES	114.00
1 ROBERT SWEENEY	TRAINING EXPENSES	114.00
1 ROBERT SWEENEY	TRAINING EXPENSES	114.00
	<u>INVOICES TOTAL:</u>	<u>2,715.88</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDSTAR PRINTING	CITIZEN POLICE ACADEMY SHIRTS	404.43
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	51.84
<b>INVOICES TOTAL:</b>		<b>456.27</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 TRAFIC SERVICES INC	BARRICADE RENTAL/HERITAGE DAYS	480.00
1 VERIZON WIRELESS	WIRELESS SERVICES	247.86
1 VERIZON WIRELESS	WIRELESS SERVICES	34.91
<b>INVOICES TOTAL:</b>		<b>764.87</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.43
1 NICOR GAS	GAS BILL	111.51
1 NICOR GAS	GAS BILL	41.77
1 NICOR GAS	GAS BILL	107.52
1 NICOR GAS	GAS BILL	106.43
<b>INVOICES TOTAL:</b>		<b>390.66</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	296.17
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	40.70
1 JERRY'S WELDING INC	VEHICLE MAINTENANCE	1,980.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	285.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,887.55
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	595.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	421.85
1 ULTRA STROBE COMMUNICATIONS INC	RADIO ANTENNA INSTALLATION	465.38
<b>INVOICES TOTAL:</b>		<b>5,971.65</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	1,246.00
<b>INVOICES TOTAL:</b>		<b>1,246.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - SEPT 2019	788.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING/VILLAGE SIGNS	1,590.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 TRUGREEN	FERTILIZER APPLICATION	278.10
	<b>INVOICES TOTAL:</b>	<b>2,656.10</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	IPAD CASES/SCREEN PROTECTORS	29.98
1 GRAINGER	DISPOSABLE WIPES	68.10
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	104.83
	<b>INVOICES TOTAL:</b>	<b>202.91</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	1,432.15
	<b>INVOICES TOTAL:</b>	<b>1,432.15</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	PLASTIC FORKS/PAPER TOWELS	66.37
1 WAREHOUSE DIRECT	LETTER OPENER	4.00
1 WAREHOUSE DIRECT	COFFEE/SUGAR/CREAMER	9.45
	<b>INVOICES TOTAL:</b>	<b>79.82</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FASTENAL COMPANY	MAINTENANCE SUPPLIES	15.00
1 GRAINGER	AGRICULTURAL SPRAYER PUMP	236.96
1 MONROE TRUCK EQUIPMENT INC	PLOW BLADE & CURB GUARD	5,156.80
1 VERMEER-ILLINOIS INC	MAINTENANCE SUPPLIES	51.55
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	338.43
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	211.40
	<b>INVOICES TOTAL:</b>	<b>6,010.14</b>

**534400-STREET MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	367.08
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	179.55
1 BRACING SYSTEMS - NORTH	MAINTENANCE SUPPLIES	468.00
1 CORE & MAIN LP	CREDIT - RETURN	-774.34
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	986.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,218.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,542.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	696.00
1 SAUBER MFG CO	STREET SIGN MATERIALS	2,900.59
1 THE SHERWIN-WILLIAMS CO	GLASS BEADS	199.75
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	92.70
1 WELCH BROS INC	GRAVEL PURCHASE	324.50

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019

INVOICES TOTAL: 8,199.83

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	242.48
1 DUPAGE TOPSOIL INC	TOPSOIL PURCHASE	1,065.00
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	379.00
		<u>INVOICES TOTAL: 1,686.48</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
		<u>INVOICES TOTAL: 59.34</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WEFTEC SEMINAR/P.W. LUNCHEON	56.97
1 ILLINOIS ARBORIST ASSOCIATION	CONFERENCE REGISTRATION	295.00
		<u>INVOICES TOTAL: 351.97</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	1,402.74
1 MATRIX UTILITY CONSTRUCTION LTD	STORM SEWER PIPE INSTALLATION	8,400.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	704.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	91.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	4.49
1 WELCH BROS INC	MAINTENANCE SUPPLIES	23.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	158.86
		<u>INVOICES TOTAL: 10,785.09</u>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAMS ASSOCIATES ARCHITECTS LTD	POLICE STATION	399.89
		<u>INVOICES TOTAL: 399.89</u>

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMIL BRODA	VBR BOND REFUND	1,000.00
1 CALATLANTIC GROUP INC	BOND REFUND/109 ABBOTT CT	6,700.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 THOMAS SZARKOWICZ	VBR BOND REFUND	1,000.00
1 WILLIAM RYAN HOMES INC	BOND REFUND/1293 HIGHPOINT CT	1,000.00
1 WILLIAM RYAN HOMES INC	BOND REFUND/1309 HIGHPOINT CT	7,900.00
1 WILLIAM RYAN HOMES INC	BOND REFUND/1310 HIGHPOINT CT	5,500.00
1 WILLIAM RYAN HOMES INC	BOND REFUND/1337 HIGHPOINT CT	400.00
<b>INVOICES TOTAL:</b>		<b>23,500.00</b>

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COACH BUS SERVICE	325.00
<b>INVOICES TOTAL:</b>		<b>325.00</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA SYSTEM PHONE LINE	36.15
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,015.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>13,344.56</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	247.86
<b>INVOICES TOTAL:</b>		<b>247.86</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	522.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	140.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	2,038.75
<b>INVOICES TOTAL:</b>		<b>2,700.75</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.96
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	48.34
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	313.50
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	161.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	462.81
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,222.53
1 NICOR GAS	GAS BILL	39.33
1 NICOR GAS	GAS BILL	42.88
<b>INVOICES TOTAL:</b>		<b>2,453.08</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	756.00
1 WELCH BROS INC	GRAVEL PURCHASE	448.00
<b>INVOICES TOTAL:</b>		<b>1,204.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	STORAGE BINS	154.92
1 GRAINGER	STORAGE BINS/GATE VALVE	272.57
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	90.86
<b>INVOICES TOTAL:</b>		<b>518.35</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	659.38
<b>INVOICES TOTAL:</b>		<b>659.38</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PLASTIC FORKS/PAPER TOWELS	66.37
1 WAREHOUSE DIRECT	COFFEE/SUGAR/CREAMER	9.45
<b>INVOICES TOTAL:</b>		<b>75.82</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	SEPTEMBER BILLS POSTAGE	2,534.07
<b>INVOICES TOTAL:</b>		<b>2,534.07</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	1,219.00
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	1,577.96
<b>INVOICES TOTAL:</b>		<b>2,796.96</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	1,048.23
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
<b>INVOICES TOTAL:</b>		<b>1,107.57</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WEFTEC SEMINAR/P.W. LUNCHEON	56.97

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019

INVOICES TOTAL: 56.97

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAURA BARKER	REFUND/WATER BILL OVERPAYMENT	50.00
1 GRANDVIEW HOMES LLC	REFUND/WATER BILL OVERPAYMENT	59.59
INVOICES TOTAL:		<u>109.59</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	247.87
INVOICES TOTAL:		<u>247.87</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	239.90
INVOICES TOTAL:		<u>239.90</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	72.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	39.42
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	106.00
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	78.28
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	54.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	98.61
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	104.93
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	226.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	135.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	242.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	221.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	173.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	83.45
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	111.00
1 NICOR GAS	GAS BILL	35.69
1 NICOR GAS	GAS BILL	36.21
1 NICOR GAS	GAS BILL	109.03
1 NICOR GAS	GAS BILL	106.47
1 NICOR GAS	GAS BILL	35.79
1 NICOR GAS	GAS BILL	35.72
1 NICOR GAS	GAS BILL	108.89
1 NICOR GAS	GAS BILL	36.44

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 NICOR GAS	GAS BILL	107.94
1 NICOR GAS	GAS BILL	41.87
1 NICOR GAS	GAS BILL	35.78
1 NICOR GAS	GAS BILL	36.45
1 NICOR GAS	GAS BILL	36.49
<b>INVOICES TOTAL:</b>		<b>2,628.61</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD CASES/SCREEN PROTECTORS	12.99
1 AMAZON CAPITAL SERVICES INC	CELLPHONE CASE	26.96
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	20.91
<b>INVOICES TOTAL:</b>		<b>60.86</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	2,459.57
<b>INVOICES TOTAL:</b>		<b>2,459.57</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,596.23
1 HAWKINS INC	CHEMICAL SUPPLIES	3,622.31
1 HAWKINS INC	CHEMICAL SUPPLIES	3,441.40
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	377.66
<b>INVOICES TOTAL:</b>		<b>10,037.60</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/SUGAR/CREAMER	258.97
<b>INVOICES TOTAL:</b>		<b>258.97</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	SEPTEMBER BILLS POSTAGE	2,534.06
<b>INVOICES TOTAL:</b>		<b>2,534.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRISYS CORPORATION	MAINTENANCE SUPPLIES	29.26
1 FASTENAL COMPANY	MAINTENANCE SUPPLIES	83.44
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	64.65
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY EQUIPMENT INSPECTION	150.00
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY EQUIPMENT INSPECTION	150.00
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	651.20
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	299.93
1 VORTEX TECHNOLOGIES INC	FLOW METER REPAIRS	546.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	9.85
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	421.60
		<b>INVOICES TOTAL: 2,405.93</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDCAPING SERVICES - SEPT 2019	150.00
		<b>INVOICES TOTAL: 150.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	19.79
1 UNIFIRST CORPORATION	MATS	19.79
1 UNIFIRST CORPORATION	MATS	19.79
		<b>INVOICES TOTAL: 59.37</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WEFTEC SEMINAR/P.W. LUNCHEON	506.98
1 JOHN PULLIA	CONFERENCE EXPENSES	88.25
		<b>INVOICES TOTAL: 595.23</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF WASTEWATER AGENCIES	ANNUAL MEMBERSHIP DUES	1,459.00
		<b>INVOICES TOTAL: 1,459.00</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	1,110.97
		<b>INVOICES TOTAL: 1,110.97</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN N-1 & E-1 FLOW MONITORING	7,707.50
		<b>INVOICES TOTAL: 7,707.50</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 UNIFIRST CORPORATION	MATS	21.52
1 UNIFIRST CORPORATION	MATS	21.52
1 UNIFIRST CORPORATION	MATS	21.52
		<b>INVOICES TOTAL: 464.56</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	187.38
1 NICOR GAS	GAS BILL	35.30
1 NICOR GAS	GAS BILL	59.97
		<b>INVOICES TOTAL: 282.65</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - SEPT 2019	1,473.75
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	40.97
		<b>INVOICES TOTAL: 1,514.72</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	MEMORIAL PARK LANDSCAPE MAINT	450.00
1 C E SMITH LAWN MAINTENANCE INC	LANDCAPING SERVICES - SEPT 2019	3,015.00
1 CLIMATE PROS INC	EQUIPMENT INSTALLATION	1,853.75
		<b>INVOICES TOTAL: 5,318.75</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2019	275.62
		<b>INVOICES TOTAL: 275.62</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	125.00
		<b>INVOICES TOTAL: 125.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,942.31
		<b>INVOICES TOTAL: 2,942.31</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	28.01
		<b>INVOICES TOTAL: 28.01</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	447.24
	<b>INVOICES TOTAL:</b>	<b>447.24</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	50.50
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	97.20
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	961.95
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	20.84
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	32.96
	<b>INVOICES TOTAL:</b>	<b>1,163.45</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EXHAUST FAN TEST/INSPECTION	1,480.00
	<b>INVOICES TOTAL:</b>	<b>1,480.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
1 CINTAS CORPORATION	UNIFORMS	25.00
	<b>INVOICES TOTAL:</b>	<b>200.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	980.76
	<b>INVOICES TOTAL:</b>	<b>980.76</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PENDELTON TURF & POND INC	MATERIALS & SUPPLIES	430.00
	<b>INVOICES TOTAL:</b>	<b>430.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	FILTERS	63.79
1 BURRIS EQUIPMENT CO	FUEL PUMP	167.57

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 J W TURF INC	MAINTENANCE SUPPLIES	162.08
	<u>INVOICES TOTAL:</u>	<u>393.44</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUPAGE TOPSOIL INC	TOPSOIL PURCHASE	350.00
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	1,810.35
	<u>INVOICES TOTAL:</u>	<u>2,160.35</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRAINGER	WATER HEATER	277.17
	<u>INVOICES TOTAL:</u>	<u>277.17</u>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2019	36.19
	<u>INVOICES TOTAL:</u>	<u>239.94</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	490.38
	<u>INVOICES TOTAL:</u>	<u>490.38</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	64.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	24.97
	<u>INVOICES TOTAL:</u>	<u>115.17</u>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUSTIN BROOKS	CHEF COATS	82.75
	<u>INVOICES TOTAL:</u>	<u>82.75</u>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	228.91
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	142.50
1 ELGIN BEVERAGE CO	BEER PURCHASE	56.09

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

1 EUCLID BEVERAGE LLC	BEER PURCHASE	493.82
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	202.47
1 GRECO AND SONS INC	FOOD PURCHASE	126.92
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	60.29
1 LAKESHORE BEVERAGE	BEER PURCHASE	52.20
1 MIDWEST FOODS	FOOD PURCHASE	23.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	64.25
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	171.19
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	141.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	125.46
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	808.44
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	333.33
<u>INVOICES TOTAL:</u>		<u>3,130.06</u>

**5570-GOLF BANQUET EXPENSES**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SURESTAFF INC	TEMPORARY STAFFING	420.00
<u>INVOICES TOTAL:</u>		<u>420.00</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 ALSCO	LINEN SERVICES	124.42
1 ALSCO	LINEN SERVICES	156.34
1 ALSCO	LINEN SERVICES	213.96
1 ALSCO	LINEN SERVICES	349.43
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2019	36.19
<u>INVOICES TOTAL:</u>		<u>1,111.09</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIGN-A-RAMA	WEDDING BANNER	45.00
<u>INVOICES TOTAL:</u>		<u>45.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	490.38
<u>INVOICES TOTAL:</u>		<u>490.38</u>

**530100-MATERIALS & SUPPLIES**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 10/15/2019**

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.22
1 SYSCO FOOD SERVICES - CHICAGO	PASTRY BAG	5.62
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	13.30
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	24.97
<u>INVOICES TOTAL:</u>		<u>204.11</u>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUSTIN BROOKS	CHEF COATS	82.75
<u>INVOICES TOTAL:</u>		<u>82.75</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	CREDIT - RETURN	-22.20
<u>INVOICES TOTAL:</u>		<u>-22.20</u>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	403.25
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	153.80
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	98.60
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	144.60
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	207.16
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	400.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	300.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	56.09
1 GRECO AND SONS INC	CREDIT - RETURN	-57.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	518.84
1 GRECO AND SONS INC	FOOD PURCHASE	24.95
1 GRECO AND SONS INC	FOOD PURCHASE	422.06
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	190.61
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	87.62
1 LAKESHORE BEVERAGE	BEER PURCHASE	52.20
1 MIDWEST FOODS	FOOD PURCHASE	365.77
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	64.25
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	188.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,179.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	452.33
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,261.38
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	573.39
1 TEC FOODS INC	COFFEE PURCHASE	68.40
<u>INVOICES TOTAL:</u>		<u>8,254.72</u>

**5580-GOLF MIDWAY EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	58.00
	<b>INVOICES TOTAL:</b>	<b>58.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	16.15
1 EUCLID BEVERAGE LLC	BEER PURCHASE	307.49
1 EUCLID BEVERAGE LLC	BEER PURCHASE	221.70
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	220.07
1 LAKESHORE BEVERAGE	BEER PURCHASE	92.10
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	108.54
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	217.08
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	70.34
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	141.99
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	429.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	337.77
	<b>INVOICES TOTAL:</b>	<b>2,163.17</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	86.90
1 SOLARWINDS	DAMEWARE ANNUAL MAINT RENEWAL	210.00
	<b>INVOICES TOTAL:</b>	<b>296.90</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	140.00
1 ALEXIAN BROTHERS CORPORATE	ANNUAL CONSORTIUM FEE	100.00
	<b>INVOICES TOTAL:</b>	<b>240.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	MONTHLY FIRE PUMP INSPECTION	455.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	85.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	40.00
1 KINNEY HEATING & AIR	A/C UNIT MAINTENANCE	175.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2019	3,752.00
1 STATE FIRE MARSHAL	BOILER INSPECTION FEES	300.00
1 UNIFIRST CORPORATION	MATS	81.58
1 UNIFIRST CORPORATION	MATS	81.58
1 UNIFIRST CORPORATION	MATS	81.58
	<b>INVOICES TOTAL:</b>	<b>5,051.74</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	66.66
1 VERIZON WIRELESS	WIRELESS SERVICES	228.06
1 VERIZON WIRELESS	WIRELESS SERVICES	345.91
<b>INVOICES TOTAL:</b>		<b>640.63</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	80.87
1 NICOR GAS	GAS BILL	327.16
<b>INVOICES TOTAL:</b>		<b>408.03</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	198.94
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SOAP/SUPPLIES	457.21
<b>INVOICES TOTAL:</b>		<b>656.15</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBERT LANDSCAPING CO	FALL FLOWER INSTALLATION	191.00
<b>INVOICES TOTAL:</b>		<b>191.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	126.99
<b>INVOICES TOTAL:</b>		<b>126.99</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	14.18
1 CDW GOVERNMENT INC	MICROSOFT OFFICE PROPLUS 2019	63,709.44
<b>INVOICES TOTAL:</b>		<b>63,723.62</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570180-STREETS VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE TRACTOR SALES	PURCHASE OF NEW BACKHOE LOADER	53,053.70
<b>INVOICES TOTAL:</b>		<b>53,053.70</b>

**570500-WATER VEHICLE REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CURRIE MOTORS	FORD F-250 PICKUP TRUCK	22,441.00
1 WEST SIDE TRACTOR SALES	PURCHASE OF NEW BACKHOE LOADER	53,053.70

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2019**

INVOICES TOTAL: 75,494.70

**570510-SEWER VEHICLE REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 WEST SIDE TRACTOR SALES	PURCHASE OF NEW BACKHOE LOADER	53,053.70
		<u>INVOICES TOTAL: 53,053.70</u>

**7000-POLICE PENSION EXPENDITURES**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 GARY MITCHELL	IPPFA PENSION CONFERENCE EXPENSES	681.38
		<u>INVOICES TOTAL: 681.38</u>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE NSF	113.80
		<u>INVOICES TOTAL: 113.80</u>

**GRAND TOTAL: 936,829.18**

GENERAL FUND	563,758.20
MUNICIPAL BUILDING FUND	399.89
DEVELOPER DEPOSITS FUND	23,500.00
BREWSTER CREEK TIF MUN ACCT	325.00
WATER FUND	27,808.96
SEWER FUND	31,955.44
PARKING FUND	7,580.68
GOLF FUND	27,768.67
CENTRAL SERVICES FUND	71,335.06
VEHICLE REPLACEMENT FUND	181,602.10
POLICE PENSION FUND	681.38
POOLED CASH & INVESTMENT FUND	113.80
<b>GRAND TOTAL</b>	<b>936,829.18</b>

\*\* Indicates pre-issue check.

CASH & INVESTMENT REPORT  
August 31, 2019

Fund	Detail of Ending Balance			
	7/31/2019	Receipts	Disbursements	8/31/2019
General	14,257,793	3,316,358	2,580,014	14,994,137
MFT	3,085,435	99,131	425,567	2,758,999
Debt Service	1,347,521	749,724	250	2,096,995
Capital Projects	41,008	45	0	41,052
Municipal Building	797,149	208,270	1,718	1,003,700
Developer Deposits	2,444,998	11,279	0	2,456,278
59 & Lake Tif	0	0	0	0
BC Municipal TIF	834,683	58,648	59,105	834,226
Bluff City Tif Municipal	66,661	72	0	66,734
Water	(3,628,674)	2,756,769	1,567,148	(2,439,053)
Sewer	20,191,359	726,440	345,608	20,572,191
Parking	86,924	12,594	23,348	76,170
Golf	476,292	334,357	303,881	506,767
Central Services	668,093	115,332	129,490	653,935
Vehicle Replacement	3,762,216	69,184	183,939	3,647,461
<b>TOTALS</b>	<b>44,431,458</b>	<b>8,458,203</b>	<b>5,620,067</b>	<b>47,269,594</b>

Fund	Detail of Ending Balance			
	Cash	Investments	Net Assets/Liab.	8/31/2019
General	6,038,537	8,334,120	621,480	14,994,137
MFT	1,440,479	1,338,295	(19,775)	2,758,999
Debt Service	811,446	1,280,093	5,456	2,096,995
Capital Projects	15,893	25,073	86	41,052
Municipal Building	432,454	682,216	(110,970)	1,003,700
Developer Deposits	143,707	2,383,813	(71,243)	2,456,278
59 & Lake Tif	285,946	451,092	(737,038)	0
BC Municipal TIF	333,040	525,386	(24,200)	834,226
Bluff City Tif Municipal	25,836	40,758	140	66,734
Water	1,096,334	1,729,359	(5,264,746)	(2,439,053)
Sewer	1,015,349	1,601,601	17,955,242	20,572,191
Parking	30,750	48,510	(3,091)	76,170
Golf	0	0	506,767	506,767
Central Services	119,787	188,969	345,180	653,935
Vehicle Replacement	535,380	844,587	2,267,494	3,647,461
<b>TOTALS</b>	<b>12,324,939</b>	<b>19,473,871</b>	<b>15,470,784</b>	<b>47,269,594</b>

  
Todd Dowden  
Finance Director



VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2019/20 as of August 31, 2019

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	7,018,710	11,160,020	62.89%	65.16%
Sales Taxes (General Fund)	775,662	2,460,000	31.53%	32.47%
Income Taxes	1,749,454	4,150,000	42.16%	38.88%
Telecommunications Tax	219,958	750,000	29.33%	36.80%
Home Rule Sales Tax	551,377	1,600,000	34.46%	0.00%
Real Estate Transfer Tax	434,716	750,000	57.96%	71.93%
Building Permits	328,708	600,000	54.78%	31.90%
MFT	346,256	1,085,000	31.91%	32.35%
Water Charges	3,814,289	12,000,000	31.79%	34.07%
Sewer Charges	2,002,608	6,075,000	32.96%	33.74%
Interest Income	155,779	417,600	37.30%	71.12%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2019/20 as of August 31, 2019

Fund	Actual	Current Year		Percent
		Budget		
<b>Golf Program</b>				
Revenues	739,315	1,300,650		56.84%
Expenses	541,242	1,277,317		42.37%
Net Income	198,073	23,333		848.90%
<b>F&amp;B - Restaurant</b>				
Revenues	88,048	160,000		55.03%
Expenses	137,506	306,298		44.89%
Net Income	(49,458)	(146,298)		33.81%
<b>F&amp;B - Banquet</b>				
Revenues	284,548	715,000		39.80%
Expenses	229,731	611,929		37.54%
Net Income	54,817	103,071		53.18%
<b>F&amp;B - Midway</b>				
Revenues	76,649	126,000		60.83%
Expenses	35,057	68,650		51.07%
Net Income	41,592	57,350		72.52%
<b>Golf Fund Total</b>				
Revenues	1,188,560	2,301,650		51.64%
Expenses	943,536	2,264,194		41.67%
Net Income	245,024	37,456		654.17%

Sales Taxes

Month	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	175,701	173,657	178,983	170,734	186,214	201,320	200,041	205,572
June	195,692	193,303	201,968	200,031	224,385	219,629	227,783	232,110
July	190,898	186,097	188,547	194,738	211,186	224,268	218,236	
August	180,797	184,425	190,872	206,213	209,930	215,328	211,089	
September	182,163	189,650	183,399	198,880	206,205	208,760	215,922	
October	165,188	170,530	188,055	212,286	212,435	219,639	196,081	
November	181,865	174,037	179,846	204,437	207,123	221,599	221,276	
December	165,852	153,005	163,529	178,413	201,075	206,836	196,714	
January	168,154	210,506	187,865	194,219	190,934	196,530	181,590	
February	147,189	151,678	141,054	149,630	167,837	180,413	170,866	
March	147,039	128,886	141,609	161,850	159,411	167,379	156,194	
April	162,595	153,553	170,308	178,006	186,494	194,753	187,952	
<b>Total</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	<b>2,456,454</b>	<b>2,383,743.06</b>	<b>437,682</b>

% increase 4.17% 0.30% 2.26% 6.30% 5.06% 3.94% -2.96% 1.90%

Budget 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#)  
 [VENDOR SUMMARY](#)  
 [CONTRACT SEARCH](#)  
 [PAYMENTS SEARCH](#)  
 [PAYMENTS ISSUED](#)  
 [PENDING PAYMENTS](#)

**PAYMENTS NOTIFICATIONS**

➔ [Return Back](#)

<b>Warrant/EFT#: EF 0015889</b>				
Fiscal Year	2020	Issue Date	08/06/19	
Warrant Total	\$232,110.45	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1512503	0A1512503	\$232,110.45

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$232,110.45	DISTRIBUTE MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 08/05/2019
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAY. 2019 COLL MO: JUN. 2019 VCHR MO: AUG. 2019
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

August 7, 2019

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JULY, 2019

Beginning Unobligated Balance		<b>\$3,738,602.22</b>
Motor Fuel Tax Allotment	\$95,250.23	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$95,250.23</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$3,833,852.45</b>

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**PROCESSED TRANSACTIONS:**

**MOTOR FUEL TAX**

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	
<b>Subtotal</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,054,055</b>	<b>1,044,479</b>	<b>1,052,174</b>	<b>1,046,048</b>	<b>255,044</b>
Plus:								
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	
Jobs Now	179,796	179,796	359,592					
<b>Total</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	<b>1,091,798</b>	<b>1,082,280</b>	<b>1,089,440</b>	<b>1,082,957</b>	<b>255,044</b>
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000

Annual Inc in \$

w/o High Growth      -6.80%      3.71%      -0.73%      4.37%      -0.91%      0.74%      -3.31%      1.96%

## **A PROCLAMATION RECOGNIZING CECILIA GREEN FOR HER SERVICE ON THE ECONOMIC DEVELOPMENT COMMISSION**

**WHEREAS**, Cecilia Green has stepped down from her seat on the Village of Bartlett Economic Development Commission (EDC) after 19 years of dedicated service; and

**WHEREAS**, Commissioner Green began her tenure on the EDC during the earliest stages of some of Bartlett's most notable business developments, including Brewster Creek Business Park and the redevelopment of downtown Bartlett, and generously shared her time, her insight and her input with the Village to help shape these important projects; and

**WHEREAS**, her many years of experience as a public relations professional allowed Cecilia to offer valuable strategies for marketing and promoting Bartlett's various commercial and industrial sites; and

**WHEREAS**, with her wealth of expertise and long participation in the arts, including her leadership roles with Arts in Bartlett and Bartlett Heritage Days, Cecilia was able to provide the EDC with a unique perspective on how community arts and cultural events can help drive vibrant economic growth in a municipality; and

**WHEREAS**, Cecilia's proven commitment to advancing the good of the Village and her demonstrated affection for our community calls forth our great pride in calling her a Bartlett resident and one of our tremendous civic volunteers;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, extend our deep appreciation to Cecilia Green for her distinguished service on the Economic Development Commission and offer her our best wishes for all her future endeavors.

Dated this 15<sup>th</sup> day of October, 2019



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Kevin Wallace, Village President

## PROCLAMATION FOR WORLD POLIO DAY 2019

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**WHEREAS**, the Rotary Club of Bartlett is a member of Rotary International, the world's first, and still one of its largest, non-profit service organizations, founded in Chicago, Illinois, in 1905; and

**WHEREAS**, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

**WHEREAS**, Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and the Bill & Melinda Gates Foundation, to immunize all the children of the world against polio; and

**WHEREAS**, polio cases have dropped by over 99.9 percent since 1988, and the world now stands on the threshold of eradicating this dreaded disease and thereby eliminating the threat of polio-caused paralysis to every child in the world; and

**WHEREAS**, members of the Rotary Club of Bartlett continue to contribute their time and their resources to support PolioPlus and the Global Polio Eradication Initiative; and

**WHEREAS**, their efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, do hereby proclaim October 24, 2019, as World Polio Day in Bartlett, and do hereby encourage all residents to join the Rotarians of our local club in the fight for a polio-free world.

Dated this 15<sup>th</sup> day of October 2019.



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Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name Amendment to Title 1, Chapter 18: Debts Due and Owed the Village Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Attached is an Ordinance that would amend Title 1 of the Municipal Code, Administrative, by adding Chapter 18, Debts Due and Owed the Village. This new chapter would state that "any person, partnership, corporation, limited liability company, trust, or other entity ("Debtor") owing any fine, penalty, cost, tax, user charge, fee, judgment, financial contractual obligation or any other debt to the Village or any person, partnership, corporation, limited liability company, trust, or other entity under the control of such Debtor, shall not be entitled to any Village service, permit, or license or other Village action or approval unless that debt is paid in full."

This section shall not prohibit any emergency Village services to a Debtor such as from the Police Department, or life safety services such as water or sewer service.

## ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2019-\_\_\_\_\_ An Ordinance Amending the Bartlett Municipal Code Title 1: Administrative, To Add a New Chapter 18: Debts Due and Owed the Village
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: October 7, 2019

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**19-159**

DATE: October 7, 2019

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning and Development Services Director 

RE: **Amendment to Title 1, Chapter 18: Debts Due and Owed the Village**

---

Attached is an Ordinance that would amend the Municipal Code, Title 1, Administrative, to add Chapter 18: Debts Due and Owed the Village.

This new chapter would state that "any person, partnership, corporation, limited liability company, trust, or other entity ("Debtor") owing any fine, penalty, cost, tax, user charge, fee, judgment, financial contractual obligation or any other debt to the Village or any person, partnership, corporation, limited liability company, trust, or other entity under the control of such Debtor, shall not be entitled to any Village service, permit, or license or other Village action or approval unless that debt is paid in full."

This section shall not prohibit any emergency Village services to a Debtor such as from the Police Department, or life safety services such as water or sewer service.

Currently the Village has 27 outstanding weed violation notices totaling over \$11,000 and nine (9) outstanding building/zoning adjudication fines totaling over \$5,000.

**RECOMMENDATION**

1. The Staff recommends approval of the proposed amendment to the Municipal Code.
2. An Ordinance approving of the amendment is attached for your review and approval.

ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL  
CODE TITLE 1: ADMINISTRATIVE, TO ADD A NEW  
CHAPTER 18: DEBTS DUE AND OWED THE VILLAGE**

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

**SECTION ONE:** That Title 1 of the Bartlett Municipal Code entitled "ADMINISTRATIVE" is hereby amended to add new Chapter 18 entitled "DEBTS DUE AND OWED THE VILLAGE" as follows:

CHAPTER 18  
DEBTS DUE AND OWED THE VILLAGE

1-18-1: DEBTS DUE AND OWED THE VILLAGE:

Any person, partnership, corporation, limited liability company, trust, or other entity ("Debtor") owing any fine, penalty, cost, tax, user charge, fee, judgment, financial contractual obligation or any other debt to the Village or any person, partnership, corporation, limited liability company, trust, or other entity under the control of such Debtor, shall not be entitled to any Village service, permit, or license or other Village action or approval unless that debt is paid in full.

This section shall not prohibit any emergency Village services to a Debtor such as from the Police Department, or life safety services, such as water or sewer service.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019-\_\_\_\_ enacted on October 15, 2019 and approved on October 15, 2019 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** October 2, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator 77  
**RE:** The Still BEDA Application

---

**APPLICANTS:** Brett Gaylord and Jim Leo

**BACKGROUND:** The Still Bar & Grill has been in operation for five years. The applicants and building owners are business partners Brett Gaylord and Jim Leo.

They purchased the northern portion of Main Street Plaza in July 2013. That portion of the building includes the location of The Still Bar & Grill at 326 S. Main Street, the unit directly north of it that they propose expanding into at 318 S. Main Street and the unit housing JDN Heating & Air Conditioning at 314 S. Main Street.

Please note that this portion of the shopping center was constructed after the south portion of the shopping center was built. It was developed and owned by the Koehler family for several decades until it fell into foreclosure and was sold to Mr. Gaylord and Mr. Leo. The adjoining portion of Main Street Plaza remains owned by Mr. Ed Krueger, who has owned it for many years.



Staff worked closely with the owners when they first purchased the property and redesigned the space to open The Still, a restaurant featuring barbecue and southern fare, moonshine-inspired drinks and much more.

Ever since, they have expressed a desire to upgrade the façade and modernize the look of their portion of the building to beautify their space and attract customers. They have periodically inquired about any assistance that the Village may be able to provide in that regard.

With the creation of the BEDA program in spring 2018, staff apprised Mr. Gaylord and Mr. Leo that a portion of the funds used to upgrade their property may be rebated as a grant via the program. I encouraged them to investigate the cost of upgrading the property.

**BEDA APPLICATION:** It should be noted that the applicants included a description of approximately \$300,000 worth of expenditures made while renovating the space to its current state five years ago. They also included information on property tax payments made, as well. Both were included for informational purposes only and for the EDC and Village Board's consideration.

The applicants' plan is to expand the restaurant into the adjacent space and to make improvements to the entire restaurant and bar and further upgrades to the property. They would like to provide an area for occasional live entertainment and larger events than they can currently handle.

A detailed quote in the amount of \$52,535 from Lionhart Construction is included, including nine work items proposed. Some items pertain to the interior only, such as expanding the space and adding additional seating, while others will beautify the exterior, including updating the façade and upgrading parking lot lighting.

Since the original discussions, Mr. Leo has indicated plans to spend an additional \$20,000 in additional mill work, tables, chairs and other equipment to bring the total project cost to approximately \$72,535.

**RECOMMENDATION:** Staff initially recommended a grant in the amount of \$15,000 to the EDC, which amounts to 28.5% of the total project costs. The EDC unanimously recommended that amount at its August meeting.

With the information on additional expenditures and further discussions during September, staff increased the recommendation to \$20,000.

Following a discussion of the proposed expansion, the Committee agreed to increase the grant amount to **\$25,000** to enhance the support an existing business.

**MOTION:** I move to approve a \$25,000 BEDA grant to the Still Bar & Grill to be paid following the completion of its expansion project and submittal of proof of all payments made.



8/2/19

Dear Mr. Fradin,

As a follow up to our last meeting I am including additional items for our BEDA grant application. I thought it would be beneficial to also include as part of this package the investment we have already made in the location in the form of leasehold improvements, facility upgrades and equipment. We would ask that the committee respectfully take that into consideration as we made those investments without any grants or TIFF funds. By considering the costs incurred the committee would be able to evaluate our proposal on an equal footing with new entrants into the marketplace.

We are looking to expand into the adjacent space and to make improvements to the entire restaurant and bar as well as further upgrades to the property. The plans include an expansion of the bar by removing a section of wall between the current barber shop space and our bar area. I have enclosed the drawings outlining the expansion which will add additional seating and provide an area for occasional live entertainment and larger size events that we cannot currently handle. We are also planning to address the outside front of the building by painting the bricks and replacing the cedar shakes with a modern material and color scheme. The front dryvit area will be replaced with the same material making a consistent look and feel with the design element.

I have included a detailed quote from Lion Hart Construction for the build out and improvements. In addition to the proposed quote we will need to add millwork and furniture and fixtures (estimates included).

Thank You for your consideration

Jim Leo

322 S. Main Street  
Bartlett, IL 60103  
(630) 855-9402 Location  
(630) 675-4590 Cell  
[www. TheStillBarGrill.com](http://www.TheStillBarGrill.com)

**Village of Bartlett Economic Development Assistance Application**

**Applicant Information:**

Applicant(s) Name The Still BAR Grill, Saddle Bay Holdings  
Applicant(s) Address: 322 S. Main St Bartlett, IL 60103  
E-Mail Address: brgay606@YAHOO.COM Jimleo@outlook.com  
Primary Contact for Project: Brett Gaylord ; Jim Leo ←  
Cell Phone Number and/or Home Number: 630 855-9402 630 675-4590  
Applicant is or will be (check all that apply)  Tenant  Property Owner  
Number of Years in Business: 15 yrs Number of Years in Bartlett: 5 yrs  
Contact Name and Information for Applicant's Agent or Architect (if any):  
N/A

(Note: if applicant is a tenant, attach a letter from the property owner granting permission for project)

**Property Information:**

Project Property Location/Address: 322 S. Main Street, Bartlett IL 60103  
This Property is (check all that apply): Retail  Restaurant  Office   
Other  (explain) Rental  
Number of Businesses on Site: 4  
Names of Other Businesses on Site: JDN, HAVC, Preferred Dental, The Still, Bar  
Size of Building (dimensions or total square feet) 6620 sqft Rental 5936  
Stories in building: 1 Parking spaces on property: estimate 35  
Last Real Estate Taxes Paid: See attached TAX Pmnts made.  
Property Tax Index Number(s) (PIN): 06-34-414-068-0000  
County: Cook  DuPage  Kane

**Project Information:**

Total Anticipated Project Cost: \$ 50 to 75k  
Amount Requested from Village: \$ 50,000  
Project Scope: Describe and identify all exterior/interior improvements proposed (Use additional paper if necessary to fully describe proposed project)  
see attached.

If approved, estimated project completion date: Oct 2019

**Please Attach:** Receipts; Copies of both sides of cancelled checks, credit card statements or bank accounts from which materials were purchased and contractors paid; Waivers of Lien

[REDACTED]

**Application Statement (Read and Sign Below)**

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

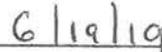
In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at a lower amount than requested or less than half of the anticipated cost of the project. I further understand that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.



Applicant Signature



Date



**Return this completed application with attachments to:**  
**Tony Fradin, Economic Development Coordinator**  
**Village of Bartlett**  
**228 S. Main Street**  
**Bartlett, IL 60103**

We are seeking funds for the following projects:

Expansion and Improvements to Interior Build-Outs

Expansion of current bar area located at The Still Bar & Grill by removing a section of wall separating 322 S. Main Street and 316 S. Main Street (currently a barber shop space). The space located at 316 S. Main Street is vacant and not generating any revenue or tax dollars. We believe that a use for that space which incorporates the adjacent restaurant and bar will increase sales and hence tax revenue. This will provide The Still an ability to expand revenue by adding additional seating and a larger area for patrons.

In addition the remodel expansion would include a new flooring throughout the facility with the look and feel of wood boarding covering up the current cement floor.

HVAC and Fire Alarm Expansion for New Space

Lighting will be upgraded to energy efficient LED units.

Signage for new expansion.

Façade Improvements & Lighting

Update current cedar shank shingle façade with a more modern look and feel. Replace parking lot lighting front and back to energy efficient LED units.

Other items

Repair/Improvement of Parking Lot Surfaces

Replacement of Metal Door in rear of building

Actual quotes and final scope of work will be finalized upon approval from the Village. Thus we have developed a range for the project based on estimated costs.

Price estimate from Lion Hart Construction for the following items:

- New modern flooring to complement the location design elements.
- Paint and tuck-pointing front brick and aluminum window trims
- Replace shaker shingles
- Replace Fire rated metal doors in rear
- Replace Dryvit with new material
- Cut and trim opening between barbershop space and current bar
- Lighting in new unit
- Paint new unit
- Ceiling tiles new unit
- Millwork trim to match existing space
- Remove partition

Total proposed cost \$52,535. Quote attached.

Other items:

Mill work for bar area, seating tables and chairs and other equipment: \$20,000

Total estimated project cost \$72,535

Amount spent to date on improvements and equipment at location: \$278,059.

ARTHUR LIO  
LIONHART CONSTRUCTION

(1)

Contractors Invoice

TO: JIM LEO THE STILL BAR AND GRILL 326 S MAIN ST. BARTLETT		WORK PERFORMED AT: - SAME - THE STILL BAR AND GRILL 326 S MAIN ST. BARTLETT IL 60103
DATE 7/31/19	YOUR WORK ORDER NO.	OUR BID NO.

- DESCRIPTION OF WORK PERFORMED
- REMOVE ALL TABLES AND CHAIRS, INSTALL NEW FLOOR (RUBBERIZED PLANK FLOORING) 2400 sq ft x 8 = \$19,200.00
  - PAINTING AND TUCKPOINTING OF FACE BRICK: \$4,900.00
  - REMOVE AND REPLACE SHAKER SHINGLES AND REPLACE WITH CORRUGATED METAL SHEETING: \$6,750.00
  - REMOVE AND REPLACE EXISTING REAR FIRE RATED COMMERCIAL STEEL DOUBLE SECURITY DOOR FOR MECHANICAL ROOM: \$5,325.00
  - REPLACE DRYVIT AND INSTALL METAL CORRUGATED SHEETING NEAR ENTRANCE: \$3,675.00
  - CUT DOOR WAY IN NORTH SIDE OF EXISTING UNIT TOWARDS VACANT UNIT AND INSTALL STEEL HEADER, TRIM OUT USING CEDAR PLANKING, \$4,710.00

(CONT'D) →

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ 7 / 31 / 19

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_

ARTHUR LO  
LIONHART CONSTRUCTION

(2)

Contractors Invoice

TO: JIM LEO THE STILL BAR AND GRILL 326 S. MAIN ST BARTLETT		WORK PERFORMED AT: - SAME - THE STILL BAR AND GRILL 326 S. MAIN ST BARTLETT IL 60103
DATE: 7/31/19	YOUR WORK ORDER NO.: (CONT'D)	INVOICE NO.:

- DESCRIPTION OF WORK PERFORMED
- 7. REPAIR AND REPLACE MORTAR BETWEEN BROKEN BRICKS FOR 300 SQ FT IN REAR OF BUILDING: \$ 3,650.00
  - 8. PRIME AND PAINT VACANT UNIT: \$ 2,425.00
  - 9. INSTALL CAN LIGHTING THROUGH OUT VACANT UNIT: \$ 1,900.00
- PRICE INCLUDES MATERIAL AND LABOR:
- \$ 52,535.00

All Material Is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ 52,535.00)

This is a  Partial  Full invoice due and payable by \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated 7<sup>Month</sup> 31<sup>Day</sup> 19<sup>Year</sup>

SaddleBag Holdings LLC  
 The Still Bar & Grill

Parcel Pin 06-34-414-068-0000  
 314-330 S. Main Street Bartlett, IL 60103

Tax Payments Made

	Total	2018 (*)	2017	2016	2015	2014
March		20,239.14	23,637.28	22,552.40	24,765.30	10,755.24
August		17,189.79	19,339.59	23,882.01		11,554.98
Dec					43,758.38	
<b>Total Tax Payments</b>	<b>217,674.11</b>	<b>37,428.93</b>	<b>42,976.87</b>	<b>46,434.41</b>	<b>68,523.68</b>	<b>22,310.22</b>

Appraised Property Value

10/10/2017 240,000.00  
 Taxes Paid to Appraisal 91%

Purchase Price 6/5/2013 180,000.00  
 Taxes Paid to Purchase Price 121%

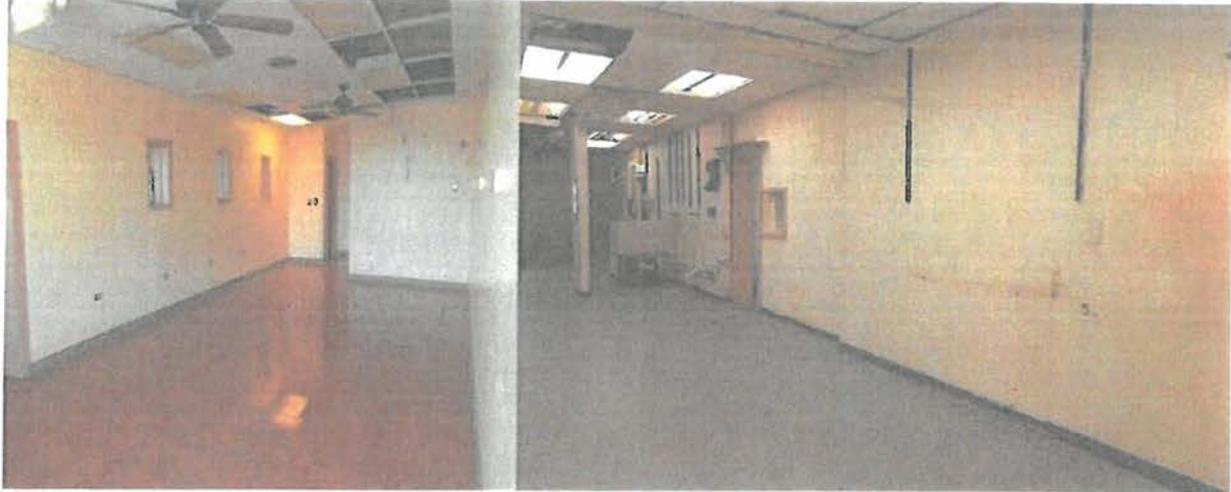
The amount of taxes paid exceeds the purchase price of the property and is at Par with the current property appraisal.

(\*) Paid in March 2019 and scheduled for payment on Aug 1,2019.

## Improvements Made since 2013

**Location Photos Prior to Initial Investment and Remodel. As the photos illustrate a significant investment was made in remodeling and equipment.**

**Bar and Kitchen Space Prior to Remodel**



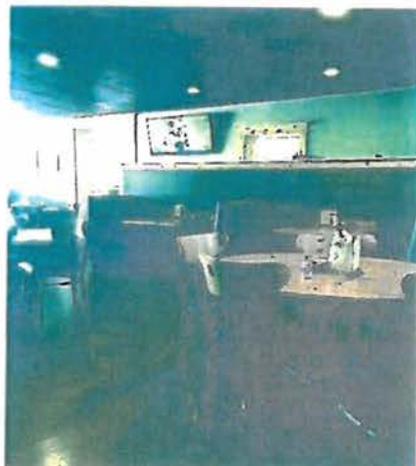
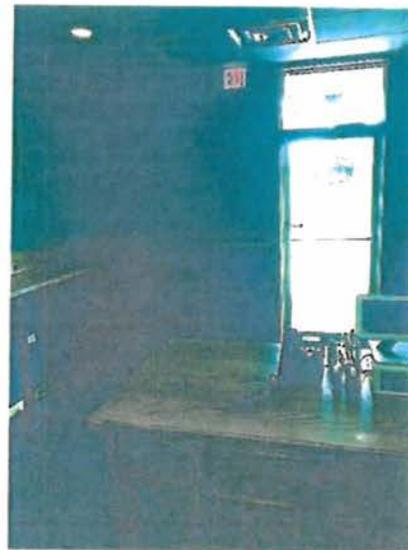
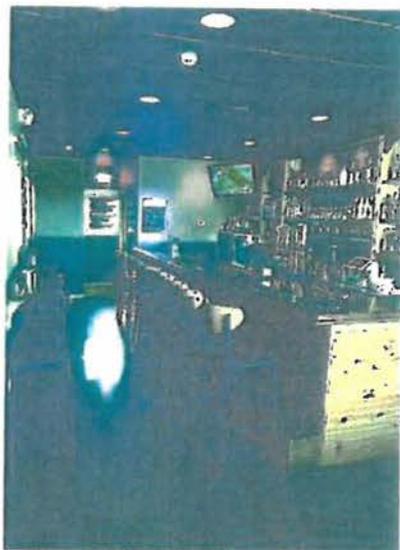
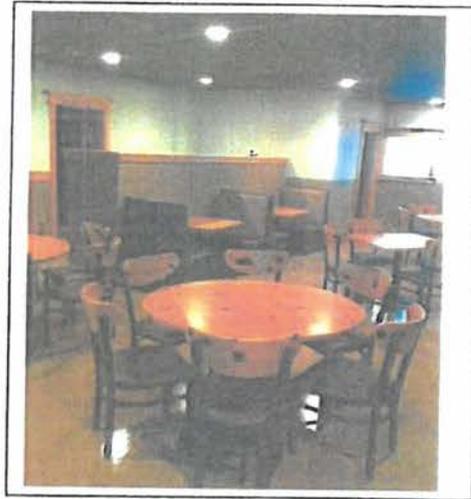
**Main Dining Area prior to remodel**

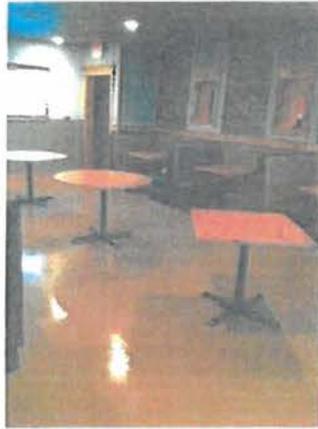
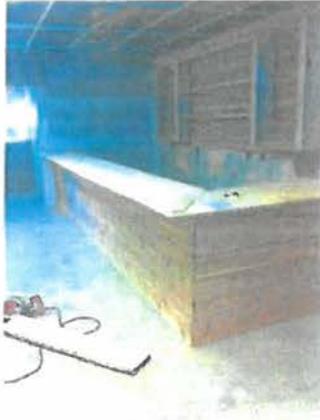


**Dining Room, bathroom, kitchen and office prior to improvements**



Sample photos of Location after Improvements





As the photos indicate the work was extensive and included the following work:

- Complete tear down including flooring
- Removal of wall to create carry out area
- Framing and drywall
- Ceiling Tiles
- New LED lighting throughout restaurant and bar area
- Remodel bathrooms
- Upgrade electrical
- New men's bathroom
- New plumbing including two grease traps
- Painting, flooring and counter tops for office area
- State of the art Hood for the Kitchen
- Restaurant equipment, furniture and fixtures
- New HVAC units
- New commercial grade water heater
- Extensive custom mill work including bar area
- Painting
- Signage
- New State of the art Fire alarm system
- POS System
- Network equipment and wiring
- Alarm system, panic button, audio system and TV's
- Carry Out area and server station.

Break down of improvement and equipment costs \$278,059.57.

I have included a detailed summary of the expenditures on a separate schedule.

The point to be made is that we have added with soft costs approximately \$300,000 to the location. Factoring in our property tax bills takes that number to over \$500,000.

The Still Bar & Grill  
 Summary of Improvements made since 2013.

Initial Equipment	Supplies	2013	Description	Supplier	Yr. 2013	Yr. 2014	Yr. 2014	Yr. 2014	Yr. 2014	Yr. 2014	Total 2014
Hand Sinks	Gator Chef	315.00			12,915.33						
Dishwasher	Gator Chef	5,243.76	Tables and Chairs	Waco Furniture							
Fryers	Gator Chef	2,159.40									
Budgett Oven	Gator Chef	2,950.00	Build Out/ Mill Work	Somora Construction	57,353.72	5,000.00	2,000.00	2,000.00	1,000.00	5,360.87	28,543.19
Drain Boards	Gator Chef	989.78	Fire Suppression	Chicago Defense	1,800.00	2,200.00					2,200.00
Hand Sink KR18	Gator Chef	681.27	Hood	Commercial Food Serv	14,935.08	4,500.00	5,020.00				9,520.00
Under bar Sink	Gator Chef	1,159.17	Architect Work	Jim Bolender	5,500.00						
Continental Refrig	Gator Chef	4,320.03	Bathroom Fixtures	Home Depot		1,014.94					1,014.94
Continental Bar Refrig	Gator Chef	3,321.74	Kitchen Shelving	Gator		1,900.00					1,900.00
Hot Food serve table	Gator Chef	989.30	Alarm & Fire	LaMarco		3,642.50	3,292.50				6,935.00
Reach in Refrigerator	Gator Chef	2,596.40	Equipment Install	Gator		1,718.08					1,718.08
Reach in Freezer	Gator Chef	2,147.95	Blinds, Lights Bathroom	Home Depot		13,966.45					13,966.45
Undercounter Freezer	Gator Chef	1,502.76	AC Unit	JDN		6,450.00					6,450.00
Refrig Prep Table	Gator Chef	3,262.78	Wiring & Technology	OCM		6,335.81					6,335.81
American Range	Gator Chef	1,379.21	Audio & Video System	Sound of Music		11,401.61					11,401.61
Salamander	Gator Chef	1,854.43	POS System	Clover		4,365.08					4,365.08
Griddle	Gator Chef	747.56	Trager Smoker	Trager		859.99					859.99
Char broiler	Gator Chef	887.48	Outdoor Sign	Bright Signs		5,500.00					5,500.00
3 Compartment Sink	Gator Chef	2,596.00	Subtotal 2013		92,504.13						92,504.13
Work Table w/Sink	Gator Chef	1,073.80	2013 Equipment		62,545.64						62,545.64
Walk In Cooler	Gator Chef	4,954.74	Total 2013		155,049.77						155,049.77
Heated Cabinet	Gator Chef	1,558.80	Total 2014		100,710.15						100,710.15
Food Processor	Gator Chef	618.52	Total Project Costs		255,759.92						255,759.92
Toaster	Gator Chef	231.00	Other Items 2015-2018								
Microwave	Gator Chef	333.65	Tables & Chairs	WACO		1,236.65					1,236.65
Gas Connection Kit	Gator Chef	1,192.00	Water Heater	Drain Man		7,000.00					7,000.00
Faucet Kits	Gator Chef	329.99	Table Chairs	CFAS Inc		4,000.00					4,000.00
Faucets	Gator Chef	49.14	Leaseholds	CFAS Inc		2,500.00					2,500.00
Casters	Gator Chef	237.00	HVAC Unit	JDN		5,263.00					5,263.00
Freight and set up	Gator Chef	1,893.00	Parking Lot	Seal & Lines		2,300.00					2,300.00
		51,575.66									22,299.65
Glass Chiller	US Foods	1862.12	Grand Total Project Costs and Improvements		\$ 278,059.57						\$ 278,059.57
Grill	Sears	1969.97									
2 TV's	Sound of Music	3181.46									
Grill	Home Depot	1978.43									
Salad Prep ref Table	US Foods	1978									
		10,969.98									
Total Equipment		62,545.64									

Does not include soft costs like training, supplies, mailers etc..

# Expansion Schematics

FLOORING TILES TO BE REMOVED  
IN ALL AREAS

CEILING TILES AND LIGHTING TO  
BE REMOVED IN ALL AREAS

REMOVE COUNTER

ALL SINKS TO BE REMOVED.  
PLUMBER TO CAP WATER AT WALL  
PLUMBER TO CAP DRAINS AT WALL

ALL WOOD PANELING TO BE REMOVED  
AND REPLACED WITH  $\frac{3}{4}$ " DRYWALL

REMOVE WALL

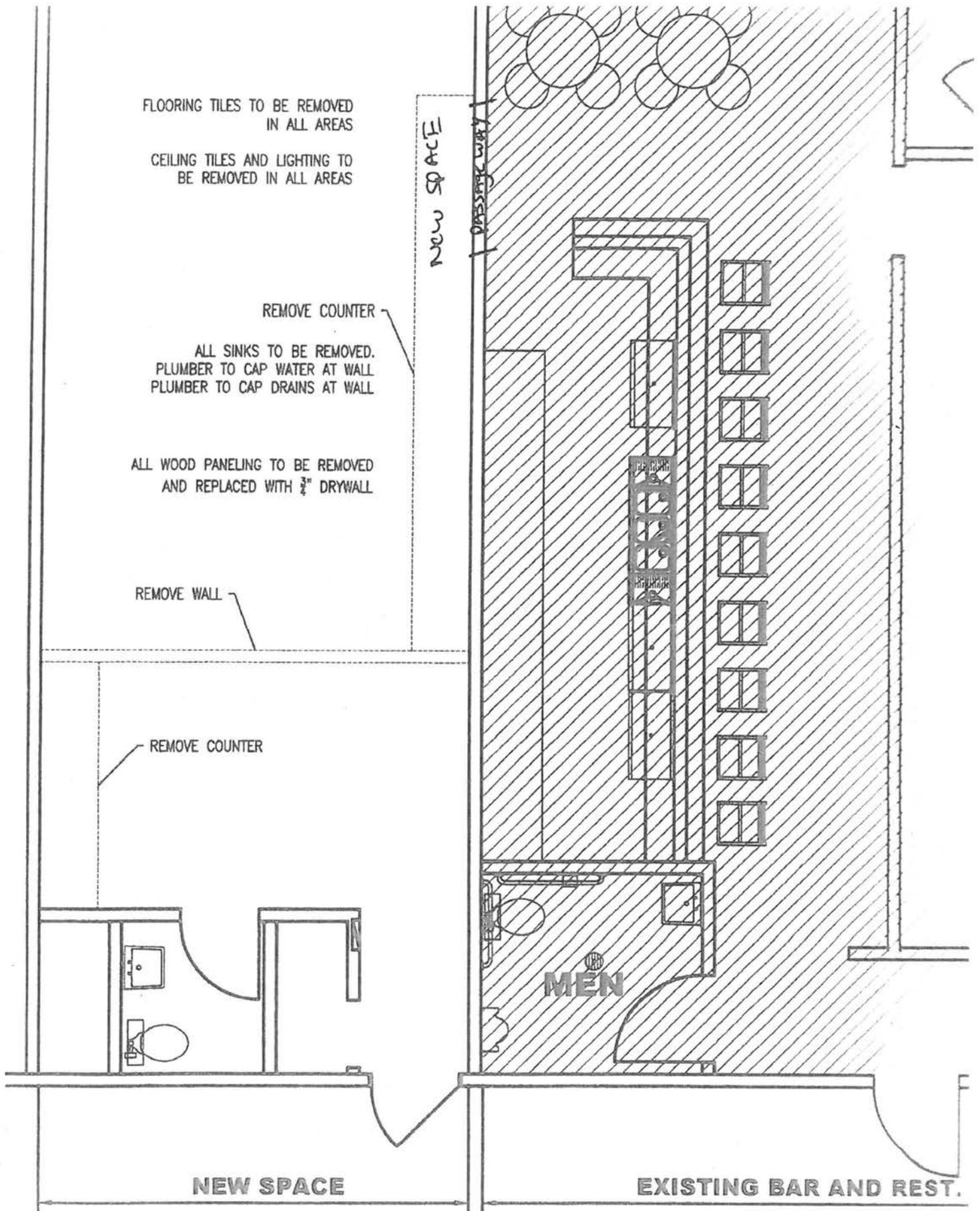
REMOVE COUNTER

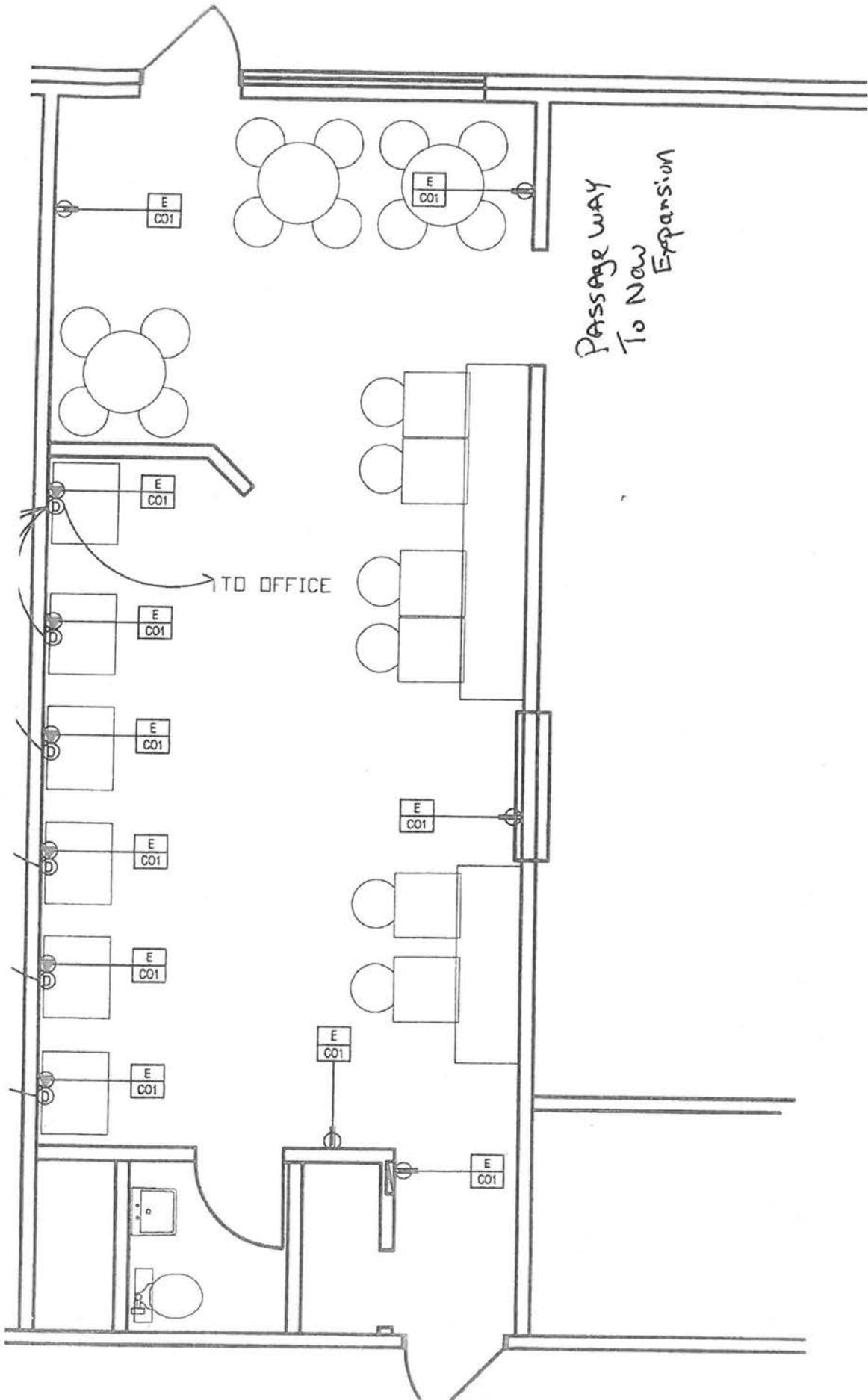
NEW SPACE  
PASSAGE WAY

MEN

NEW SPACE

EXISTING BAR AND REST.

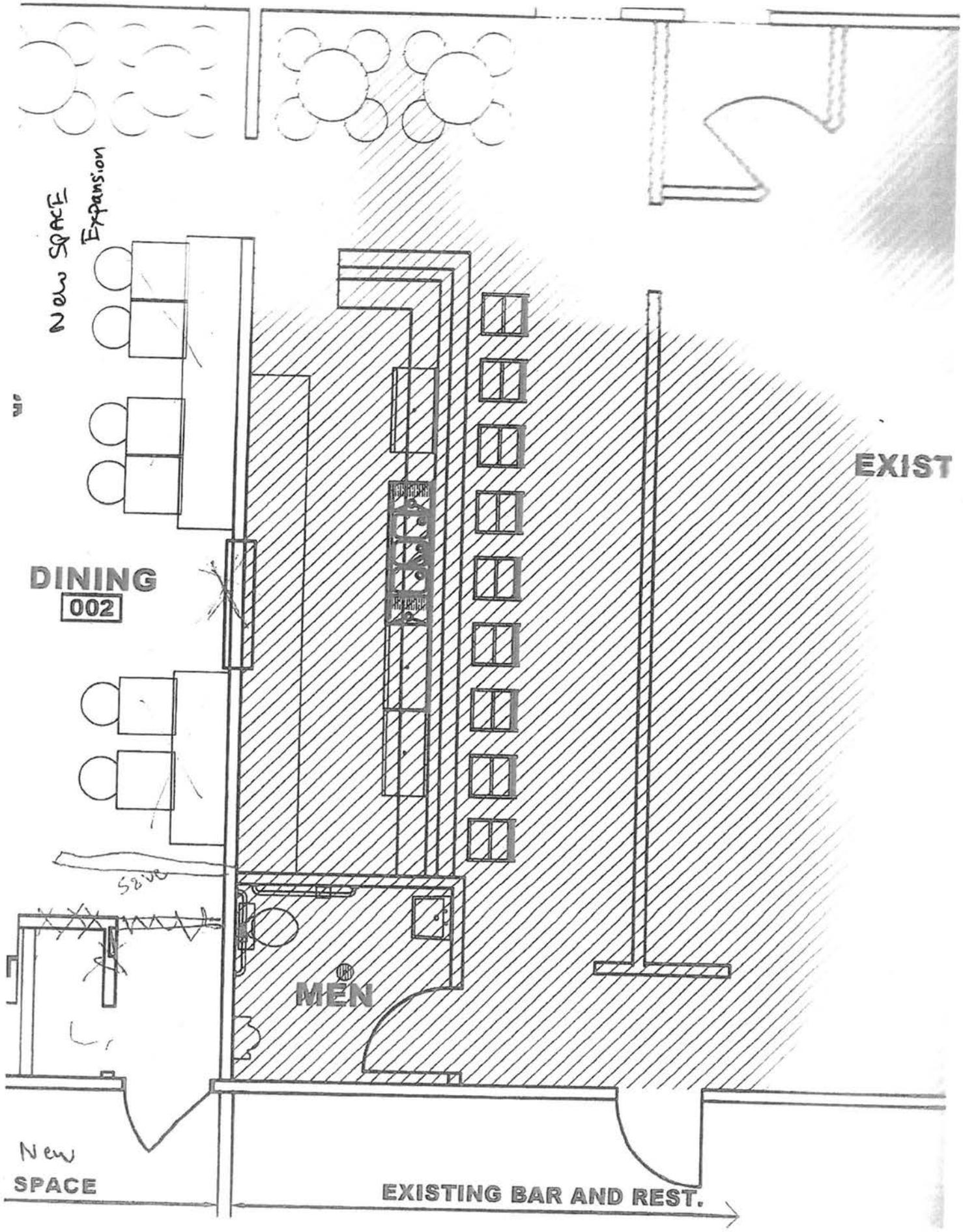




Passage way  
To New  
Expansion

TO OFFICE

E  
CO1



New SPACE  
Expansion

DINING  
002

EXIST

MEN

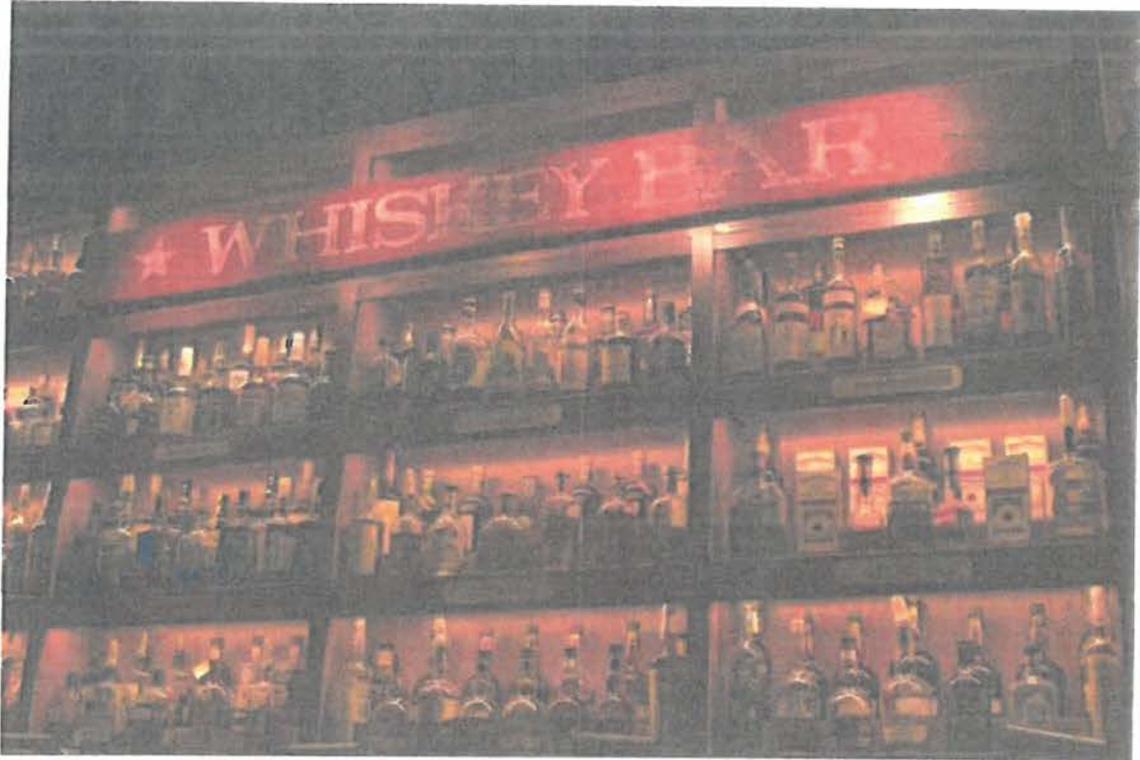
New  
SPACE

EXISTING BAR AND REST.

Service

## New design elements

Introduction of a bourbon, whiskey-based bar offering featuring a design element consistent to the current millwork at The Still.



Current outside of building and sample of material to replace cedar shakes and example of dryvit replacement. Brick would be painted an earth tone color. Aluminum window trims would be painted in black.



### The Still Design Elements Overview

The Still was designed to combine a rustic interpretation with an updated flair of a Tennessean Smokey Mountain establishment. Our design is focused on the selection of millwork trims, wall colors, branding and artwork with period pieces. The following section illustrates the key areas of design. Our plan is to expand the concept into the space next store providing a larger bar area with potential for live entertainment. In addition we would like to address the outside aesthetics of the location.

Chair Rail with two tone wood paneling, earth tone colors, period door trim.



Bowed window blinds for concept effect, rock element on chair rail for upscale look.



Bar Rail and bar in cedar for rustic look with stained concrete flooring in earth tone colors.



Use of millwork to form a rustic bar with an upscale feel for liquor display.



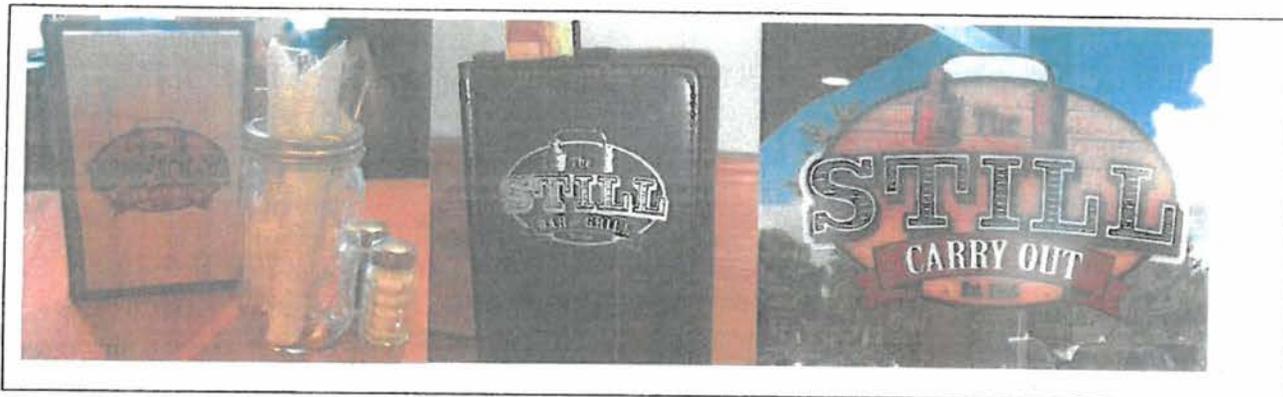
Period pieces to support concept branding



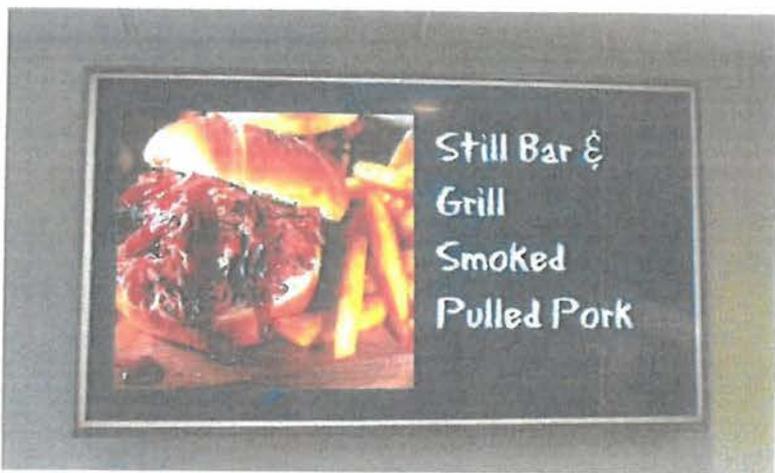
Use of chalk board and other elements to reinforces down home feeling



Branding Elements linkage to concept.



Use of LED displays for menu and information



Door design



Door framing with branding made out of cork, window design with rock element for upscale mountain retreat.





# Agenda Item Executive Summary

2019 GO Bonds not to exceed \$15,000,000  
Item Name [ALTERNATIVE 1] Committee or Board Board

BUDGET IMPACT			
Amount:	\$15,000,000	Budgeted	N/A
List what fund	Debt Service Fund, Sewer Fund		
EXECUTIVE SUMMARY			
<p>Attached is the parameters bond ordinance for the 2019 GO Bonds. The purpose of the bonds is to finance the Devon Avenue excess flow sewer project estimated to cost \$8,429,000 and to refund the remaining outstanding 2009 GO Bonds with a current par amount of \$5,695,000. The combined not to exceed par amount is \$15,000,000. The estimated present value savings of refinancing the 2009 bonds is just over \$480,000 due to the lower interest rates currently available.</p>			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Combined Bond Analysis Refunding Bond Analysis GO Bond Parameters Ordinance			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Todd Dowden, Finance Director

Date: October 7, 2019

**MOTION: I MOVE TO APPROVE ORDINANCE #2019 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION BONDS, SEIRIES 2019, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEROF**

**Village of Bartlett**  
**Finance Department Memo**  
**2019 – 19**

**DATE:** October 7, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** 2019 GO Bonds for Sewer Projects and Refunding

The Bond Ordinance (the "Ordinance") attached is to approve the General Obligation Bonds, Series 2019 (the "Bonds"), which would be issued for the purpose of financing the Devon Avenue sewer project and refunding the remaining 2009 GO bonds. The Ordinance is a "parameters style" ordinance that establishes parameters which act as limitations that must be followed when the final terms for the Bonds are established. The Ordinance delegates the final approval of those final terms to the "Designated Officers," which are the Village President, Clerk, Treasurer and Finance Director. The parameters include maximums for combined par amount (\$15,000,000), maturity date (2039), annual maturity amount (\$1,200,000), maximum interest rate (6.00%), maximum annual bond tax levy (\$1,915,000) and a minimum present value savings of the refunding (3%).

The hypothetical schedule by R. W. Baird shows a potential true interest cost rate of 2.33%. The annual debt service for the sewer project portion of the bonds is estimated to range from \$555,674 the first year to \$551,200 the final year. The annual debt service levy for the sewer project portion of the bonds will be abated and the debt service will be paid from Sewer Fund charges. Cook County sewer rates have been gradually increased to meet the estimated bond payments. Sewer rates will be reviewed again this year with one more year of increases planned.

The second schedule shows the potential savings of refinancing the 2009 GO Bonds. The potential gross debt service savings of over \$531,000 and present value savings of over \$478,000, or over 8% of the refunded principal amount, is due to the more favorable interest rates currently available. The analysis is using the same debt service schedule and the same term as the remaining original debt. The ordinance includes a 3% minimum savings requirement or \$170,850. The Government Finance Officers Association recommends the 3% threshold as a best practice.

**MOTION: I MOVE TO APPROVE ORDINANCE #2019 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION BONDS, SEIRIES 2019, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING VARIOUS CAPITAL IMPROVEMENTS AND REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEROF**

**Village of Bartlett, Illinois**  
**Hypothetical Issuance of General Obligation Bonds, Series 2019 <sup>(1)</sup>**  
**Current Refunding of Series 2009 and \$8,429,000 Sewer Improvements**

Bond Year Ending December 1	Current Refunding of Series 2009			Sewer Improvements			Total			
	Principal (12/1)	Assumed Coupon	Interest (6/1 & 12/1)	Principal (12/1)	Assumed Coupon	Interest (6/1 & 12/1)	Principal (12/1)	Assumed Coupon	Interest (6/1 & 12/1)	Total Debt Service
2020	\$735,000	3.000%	\$190,553	\$250,000	3.000%	\$305,674	\$985,000	3.000%	\$496,227	\$1,481,227
2021	\$780,000	3.000%	\$158,950	\$270,000	3.000%	\$282,850	\$1,050,000	3.000%	\$441,800	\$1,491,800
2022	\$835,000	3.000%	\$135,550	\$280,000	3.000%	\$274,750	\$1,115,000	3.000%	\$410,300	\$1,525,300
2023	\$870,000	3.000%	\$110,500	\$285,000	3.000%	\$266,350	\$1,155,000	3.000%	\$376,850	\$1,531,850
2024	\$470,000	4.000%	\$84,400	\$295,000	4.000%	\$257,800	\$765,000	4.000%	\$342,200	\$1,107,200
2025	\$280,000	4.000%	\$65,600	\$305,000	4.000%	\$246,000	\$585,000	4.000%	\$311,600	\$896,600
2026	\$305,000	4.000%	\$54,400	\$320,000	4.000%	\$233,800	\$625,000	4.000%	\$288,200	\$913,200
2027	\$330,000	4.000%	\$42,200	\$330,000	4.000%	\$221,000	\$660,000	4.000%	\$263,200	\$923,200
2028	\$350,000	4.000%	\$29,000	\$345,000	4.000%	\$207,800	\$695,000	4.000%	\$236,800	\$931,800
2029	\$375,000	4.000%	\$15,000	\$360,000	4.000%	\$194,000	\$735,000	4.000%	\$209,000	\$944,000
2030				\$375,000	4.000%	\$179,600	\$375,000	4.000%	\$201,000	\$554,600
2031				\$390,000	4.000%	\$164,600	\$390,000	4.000%	\$164,600	\$554,600
2032				\$405,000	4.000%	\$149,000	\$405,000	4.000%	\$149,000	\$554,000
2033				\$420,000	4.000%	\$132,800	\$420,000	4.000%	\$132,800	\$552,800
2034				\$440,000	4.000%	\$116,000	\$440,000	4.000%	\$116,000	\$556,000
2035				\$455,000	4.000%	\$98,400	\$455,000	4.000%	\$98,400	\$553,400
2036				\$475,000	4.000%	\$80,200	\$475,000	4.000%	\$80,200	\$555,200
2037				\$490,000	4.000%	\$61,200	\$490,000	4.000%	\$61,200	\$551,200
2038				\$510,000	4.000%	\$41,600	\$510,000	4.000%	\$41,600	\$551,600
2039				\$530,000	4.000%	\$21,200	\$530,000	4.000%	\$21,200	\$551,200
	<b>\$5,330,000</b>		<b>\$886,153</b>	<b>\$7,530,000</b>		<b>\$3,534,624</b>	<b>\$12,860,000</b>		<b>\$4,420,777</b>	<b>\$17,280,777</b>

**Assumed Sources and Uses of Funds**

Sources of Funds	
Par Amount	\$12,860,000
Original Issue Premium	\$1,523,026
Transfer from Prior Issue Bond Fund	\$112,228
<b>Total Sources</b>	<b>\$14,495,254</b>

Uses of Funds	
Deposit to Project Fund	\$8,429,000
Deposit to Escrow Account	\$5,804,522
Assumed Costs of Issuance <sup>(2)</sup>	\$258,894
Rounding Amount	\$2,838
<b>Total Uses of Funds</b>	<b>\$14,495,254</b>

<b>Potential True Interest Cost <sup>(3)</sup></b>	<b>2.33%</b>
<b>Potential True Interest Cost +10 Basis Points <sup>(3)</sup></b>	<b>2.43%</b>
<b>Potential True Interest Cost -10 Basis Points <sup>(3)</sup></b>	<b>2.23%</b>

(1) This illustration represents a mathematical calculation of potential interest cost, assuming hypothetical rates for tax-exempt non bank qualified general obligation bonds rated Aa1 as of August 28, 2019. Actual rates may vary. If actual rates are higher than those assumed, the interest cost would be higher. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a financing or otherwise be considered as advice. Refunding portion is amortized to achieve level annual savings. New money portion is structured to achieve 20 year level debt service. Assumed a delivery date of November 12, 2019 and first interest payment date of June 1, 2020. Preliminary, subject to change.

(2) G.O. bonds assumed costs of issuance of \$18 per \$1,000 of bonds issued. Preliminary, subject to change.

(3) True Interest Cost is the rate of interest, compounded semi-annually, required to discount the payments of principal and interest to bondholders to the original purchase price.



# Village of Bartlett, Illinois

## Hypothetical Illustration for Current Refunding General Obligation Refunding Bonds, Series 2009 Assumed Aa1 Rated / Bank Qualified Interest Rates

Illustration is subject to change based on market conditions. Actual rates may vary from those assumed.

### BEFORE REFUNDING

Bond Year 12/1	Principal (12/1)	Rate	Interest (6/1 & 12/1)	Total
	\$715,000	3.500%	\$124,741	\$839,741
2019	<b>\$755,000</b>	3.750%	\$224,456	\$979,456
2020	<b>\$795,000</b>	3.750%	\$196,144	\$991,144
2021	<b>\$860,000</b>	4.000%	\$166,331	\$1,026,331
2022	<b>\$900,000</b>	4.000%	\$131,931	\$1,031,931
2023	<b>\$510,000</b>	4.000%	\$95,931	\$605,931
2024	<b>\$325,000</b>	4.000%	\$75,531	\$400,531
2025	<b>\$350,000</b>	4.000%	\$62,531	\$412,531
2026	<b>\$375,000</b>	4.000%	\$48,531	\$423,531
2027	<b>\$400,000</b>	4.000%	\$33,531	\$433,531
2028	<b>\$425,000</b>	4.125%	\$17,531	\$442,531
2029				
	<b>\$6,410,000</b>		<b>\$1,177,191</b>	<b>\$7,587,191</b>

### CALLABLE MATURITIES

### AFTER REFUNDING

\$5,330,000 General Obligation Refunding Bonds, Series 2019 (1) Dated: November 12, 2019					Unrefunded Debt Service	POTENTIAL DEBT SERVICE SAVINGS
Bond Year 12/1	Principal (12/1)	Assumed Coupon Yield (2)	Assumed Interest (6/1 & 12/1)	Total		
	\$735,000	3.000%	\$190,553	\$925,553	\$839,741	\$0
2019	\$780,000	3.000%	\$158,950	\$938,950		\$53,903
2020	\$835,000	3.000%	\$135,550	\$970,550		\$52,194
2021	\$870,000	3.000%	\$110,500	\$980,500		\$55,781
2022	\$470,000	4.000%	\$84,400	\$554,400		\$51,431
2023	\$280,000	4.000%	\$65,600	\$345,600		\$51,531
2024	\$305,000	4.000%	\$54,400	\$359,400		\$54,931
2025	\$330,000	4.000%	\$42,200	\$372,200		\$53,131
2026	\$350,000	4.000%	\$29,000	\$379,000		\$51,331
2027	\$375,000	4.000%	\$15,000	\$390,000		\$54,531
2028						\$52,531
2029						
	<b>\$5,330,000</b>		<b>\$886,153</b>	<b>\$6,216,153</b>	<b>\$839,741</b>	<b>\$531,297</b>

### POTENTIAL PRESENT VALUE SAVINGS

Potential Present Value Savings.....	\$478,172
Par Amount of Bonds Refunded (3) .....	\$5,695,000
Potential Percent Present Value Savings (4) .....	8.396%

### Interest Rate Sensitivity Analysis

	+10 basis points	-10 basis points
Potential Present Value Savings	\$451,436	\$505,120
Potential Percent Present Value Savings	7.93%	8.87%

(1) Assumed total costs of issuance of \$18 per \$1,000 of the public offering price. Preliminary, subject to change.

(2) This illustration represents a mathematical calculation of potential interest cost savings, assuming hypothetical rates based on current rates for non-bank qualified general obligation bonds rated Aa1 as of August 28, 2019. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise be considered as advice.

(3) Assumed the refunding of the 2020-2029 maturities.

(4) Calculated using the refunding bond yield of 1.962% as the discount rate.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held at the Village Hall, in said Village, at 7:00 p.m., on the 15th day of October, 2019.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

There was then a discussion of an ordinance providing for the issuance of General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, authorizing the execution of one or more bond order and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds. The President then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the Village and summarized the

pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, Trustee \_\_\_\_\_ presented the following ordinance:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

(the "*Bond Ordinance*") which was laid before the President and Board of Trustees in words and figures as follows.

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed. During the Board discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements that (1) the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of constructing sewer system and other capital improvements and refunding certain outstanding general obligation bonds, (2) said Bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) the Bond Ordinance provides for the levy of taxes sufficient to pay the principal of and interest on said Bonds, (4) the Bond Ordinance sets forth the parameters for the issuance of said Bonds and the sale thereof by designated officials of the Village and (5) summarized the pertinent terms of said parameters, including the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said Bonds.

The Village President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

\_\_\_\_\_

and the following Trustees voted NAY: \_\_\_\_\_.

WHEREUPON, the Village President declared the motion carried and the ordinance adopted.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

\_\_\_\_\_  
Village Clerk

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ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

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Adopted by the President and Board  
of Trustees on the 15th day of October,  
2019.

**TABLE OF CONTENTS**

SECTION	HEADING	PAGE
PREAMBLES .....		1
SECTION 1.	DEFINITIONS .....	3
SECTION 2.	INCORPORATION OF PREAMBLES.....	6
SECTION 3.	DETERMINATION TO ISSUE BONDS .....	6
SECTION 4.	BOND DETAILS .....	6
SECTION 5.	EXECUTION; AUTHENTICATION .....	8
SECTION 6.	REDEMPTION.....	8
SECTION 7.	REDEMPTION PROCEDURE .....	9
SECTION 8.	BOOK-ENTRY PROVISIONS; REGISTRATION AND EXCHANGE OR TRANSFER OF BONDS; PERSONS TREATED AS OWNER .....	14
SECTION 9.	FORM OF BOND .....	17
SECTION 10.	TAX LEVY .....	22
SECTION 11.	FILING WITH COUNTY CLERKS.....	24
SECTION 12.	SALE OF BONDS .....	25
SECTION 13.	CREATION OF FUNDS AND APPROPRIATIONS.....	27
SECTION 14.	REIMBURSEMENT .....	29
SECTION 15.	NOT PRIVATE ACTIVITY BONDS .....	29
SECTION 16.	REGISTERED FORM .....	30

SECTION 17.	FURTHER TAX COVENANTS .....	30
SECTION 18.	OPINION OF COUNSEL EXCEPTION .....	32
SECTION 19.	RIGHTS AND DUTIES OF BOND REGISTRAR AND PAYING AGENT .....	32
SECTION 20.	DEFEASANCE .....	33
SECTION 21.	CONTINUING DISCLOSURE UNDERTAKING.....	33
SECTION 22.	MUNICIPAL BOND INSURANCE.....	34
SECTION 23.	PUBLICATION OF ORDINANCE .....	34
SECTION 24.	SUPERSEDER; EFFECTIVE DATE .....	35

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore, and it hereby is, determined that it is advisable and necessary and in the public interest of the residents of the Village that the Village construct sewer system and other capital improvements within the Village, together with all necessary land and rights in land, professional, legal, engineering, electrical, financial and other services, costs of borrowing, reserves, capitalized interest, if any, and other related costs (collectively, the "*2019 Project*"); and

WHEREAS, the estimated costs of the 2019 Project to be paid from bond proceeds are not more than \$9,500,000 and investment earnings thereon; and

WHEREAS, the Village has insufficient funds on hand and lawfully available to pay the costs of the 2019 Project, and it will be necessary to borrow said amount of not to exceed \$9,500,000 to pay the same and issue bonds of the Village therefor;

WHEREAS, the Village has outstanding General Obligation Refunding Bonds, Series 2009, dated December 22, 2009 (the "*Prior Bonds*"); and

WHEREAS, it is necessary and desirable to refund all or a portion of the Prior Bonds (said portion of the Prior Bonds to be refunded referred to herein as the "*Refunded Bonds*") in order to realize debt service savings for the Village; and

WHEREAS, the Refunded Bonds shall be more fully described in the Bond Order (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption prior to their maturity, and it is necessary and desirable to make such call for the redemption of the Refunded Bonds on their earliest possible and practicable call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds; and

WHEREAS, the Corporate Authorities have determined that in order to refund the Refunded Bonds (the "*Refunding*"), it is necessary to borrow an amount not to exceed \$6,500,000 and issue bonds of the Village therefor; and

WHEREAS, it is in the best interests of the Village to issue General Obligation Bonds of the Village (the "*Bonds*" as further defined herein), in an amount not to exceed \$9,500,000 for the 2019 Project (the "*Project Bonds*") and bonds in an amount not to exceed \$6,500,000 for the Refunding (the "*Refunding Bonds*"), in an aggregate principal amount not to exceed \$15,000,000; and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable and necessary that such indebtedness be incurred in accordance with the Act as hereinafter defined, and without submitting the question of incurring such indebtedness to the electors of the Village for their approval:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

- A. The following words and terms are as defined in the preambles.

Bonds

Corporate Authorities

Prior Bonds

Project Bonds

Refunded Bonds

Refunding

Refunding Bonds

2019 Project

Village

- B. The following words and terms are defined as set forth.

*“Act”* means the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. In the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

*“Bond”* or *“Bonds”* means one or more, as applicable, of the General Obligation Bonds, Series 2019, authorized to be issued by this Ordinance.

*“Bond Fund”* means the Bond Fund established and defined in (Section 13 of) this Ordinance.

*“Bond Moneys”* means the Pledged Taxes, any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

*“Bond Register”* means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* UMB Bank, National Association, Kansas City, Missouri, or a successor thereto or a successor designated as Bond Registrar hereunder.

*“Bond Order”* means the Bond Order and Notification of Sale to be executed by the Designated Officers as hereinafter provided and setting out final details of the Bonds as hereinafter provided.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County Clerks”* means the respective County Clerks of The County of DuPage, Illinois, The County of Cook, Illinois, and The County of Kane, Illinois.

*“Depository”* means The Depository Trust Company, New York, New York, or successors or assigns duly qualified to act as a securities depository for the Bonds.

*“Designated Officers”* means the Village President, Clerk, Treasurer and Finance Director or designee, or any of them acting together.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 15th day of October, 2019.

“*Paying Agent*” means UMB Bank, National Association, Kansas City, Missouri, or a successor thereto or a successor designated as Paying Agent hereunder.

“*Pledged Taxes*” means the taxes levied on the taxable property within the Village to pay principal of and interest on the Bonds as made in (Section 10 of) this Ordinance.

“*Private Business Use*” means any use of the 2019 Project by any person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the 2019 Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the 2019 Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the 2019 Project that is not available for use by the general public.

“*Purchase Price*” means the price to be paid for each series the Bonds, as set forth in the Bond Order, which shall be not less than 96.0% of the par amount of such series of Bonds (without regard to original issue discount, if any, or original issue premium, if any).

“*Purchaser*” means, for any series of Bonds issued hereunder, the initial purchaser of such series of Bonds, as set forth in the Bond Order.

“*Record Date*” means the 15th day of the month of the month next preceding any regular interest payment date and the 15th day next preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, and as not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but as taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

“*Term Bonds*” means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination To Issue Bonds.* It is necessary and in the best interests of the Village to provide for the 2019 Project and the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the Village, is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* For the purpose of providing for the payment of the costs of the 2019 Project and the Refunding and to pay all related costs and expenses incidental thereto, the Bonds, if issued, shall be issued in an amount not to exceed \$15,000,000, as set forth in the Bond Order. The Bonds shall be designated “*General Obligation Bonds, Series 2019*” or such other series designation set forth in the Bond Order. The Bonds shall be in fully registered form, be dated the date of delivery thereof (not later than April 15, 2020) as set forth in the Bond Order (the “*Dated Date*”), and shall also bear the date of authentication thereof. The Bonds shall be in

denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to provisions for Term Bonds and right of prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2039), in the amounts (not exceeding \$1,200,000 per year) and bearing interest at the rates percent per annum (not exceeding 6.00% per annum) as set forth in the Bond Order.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the date set forth in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date or at such other address furnished in writing by such person to the Bond Registrar or as may otherwise be agreed by the Village and the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent or at successor Paying Agent and locality.

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy ad valorem taxes upon all the taxable property in the Village for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

*Section 5. Execution; Authentication.* The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Village President (or Village President) and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 6. Redemption.* (A) OPTIONAL REDEMPTION. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Order shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Order (but not later than 10-1/2 years from the date of issuance of the Bonds), and on any date thereafter, at the redemption prices (expressed as a percentage of

the principal amount redeemed) plus accrued interest to the date fixed for redemption, if applicable, as set forth in the Bond Order.

(B) TERM BONDS. The Bonds maturing on the date or dates, if any, indicated in the Bond Order are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Order.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Corporate Authorities shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

*Section 7. Redemption Procedure.* The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date

(unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or

Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with

respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 8. Book-Entry Provisions; Registration and Exchange or Transfer of Bonds; Persons Treated as Owner.* (A) BOOK-ENTRY PROVISIONS. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each Series and maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the "*Letter of Representations*") substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and

practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and

the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds of such Series shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(B) REGISTRATION. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the

Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 9. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE, COOK AND KANE  
VILLAGE OF BARTLETT  
GENERAL OBLIGATION BOND, SERIES 2019**

See Reverse Side for  
Additional Provisions

Interest                      Maturity                      Dated  
Rate: \_\_\_\_\_%      Date: December 1, 20\_\_      Date: \_\_\_\_\_, 2019      CUSIP: 069338 \_\_

Registered Owner:    CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office maintained for the purpose by UMB Bank, National Association, Kansas City, Missouri, as paying agent (the "*Paying Agent*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration

books of the Village maintained by UMB Bank, National Association, Kansas City, Missouri, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular interest payment date and the 15th day preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, delivered to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and The Depository Trust Company, as depository, or nominee, or successor or assigns, as long as this Bond shall remain in book-entry only form as provided.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Village President, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 20\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:  
UMB Bank, National Association  
Kansas City, Missouri

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2019, having a Dated Date of \_\_\_\_\_, 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

UMB BANK, NATIONAL ASSOCIATION  
as Bond Registrar

By \_\_\_\_\_  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$\_\_\_\_\_ issued by the Village for the purpose of paying the costs of the 2019 Project and the Refunding and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the President and Board of Trustees, signed by the Village President, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal office maintained for the purpose by the Bond Registrar in Kansas City, Missouri, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bonds coming due on and after December 1, 20\_\_, are subject to redemption prior to maturity on December 1, 20\_\_, and any date thereafter, from any available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall

determine, at a redemption price of par plus accrued interest to the date fixed for redemption, and as otherwise provided in the Ordinance.

The Village, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Village, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

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(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

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as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 10. Tax Levy.* A. PLEDGED TAXES LEVIED. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable

property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the direct annual taxes for the years and in the amounts as follows (the “*Pledged Taxes*”):

FOR THE YEAR		A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:
2019	\$1,915,000.00	for principal and interest to and including December 1, 2020
2020	\$1,915,000.00	for principal and interest
2021	\$1,915,000.00	for principal and interest
2022	\$1,915,000.00	for principal and interest
2023	\$1,915,000.00	for principal and interest
2024	\$1,915,000.00	for principal and interest
2025	\$1,915,000.00	for principal and interest
2026	\$1,915,000.00	for principal and interest
2027	\$1,915,000.00	for principal and interest
2028	\$1,915,000.00	for principal and interest
2029	\$1,915,000.00	for principal and interest
2030	\$1,915,000.00	for principal and interest
2031	\$1,915,000.00	for principal and interest
2032	\$1,915,000.00	for principal and interest
2033	\$1,915,000.00	for principal and interest
2034	\$1,915,000.00	for principal and interest
2035	\$1,915,000.00	for principal and interest
2036	\$1,915,000.00	for principal and interest
2037	\$1,915,000.00	for principal and interest
2038	\$1,915,000.00	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and

collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Order, the Corporate Authorities are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

B. PROVISIONS FOR ABATEMENT. In the event that funds from any other lawful source are or are reasonably expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied herein for the payment of same, the Corporate Authorities may, by proper proceedings, direct the abatement of the taxes by the amount so deposited or expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

*Section 11. Filing with County Clerks.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years set forth hereinabove ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years such annual tax shall be levied and collected by and for

and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 12. Sale of Bonds.* The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds, in one or more series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. Each series of Bonds shall be sold and delivered to the Purchaser at the Purchase Price, plus accrued interest to the date of delivery, if any. Each such sale shall be made upon the advice (in the form of a written certificate or report) of Robert W. Baird & Co., Incorporated, Naperville, Illinois, the Village's municipal advisor ("*Baird*"), that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Further, the Purchaser shall be the best bidder for the Bonds pursuant to a competitive sale conducted by Baird. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by Baird, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as

may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Purchase Contract, a tax exemption certificate and agreement as prepared by Bond Counsel (a "*Tax Certificate*"), and certain further closing documents. The Designated Officers must find and determine in the Bond Order that that the net present value debt service savings to the Village as a result of the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3% of the principal amount of the Refunded Bonds and that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchase Contract. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute the Purchase Contract (which may take the form of an executed bid form) in the form approved by the attorney for the Village. Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document including a statement of taxes. The authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on April 15, 2020.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract for

the Bonds (the “*Purchase Contract*”), this Ordinance, said Preliminary Official Statement, said final Official Statement, the Tax Certificate and the Bonds.

*Section 13. Creation of Funds and Appropriations.*

A. There is hereby created the “*General Obligation Bonds, Series 2019 Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. From the principal proceeds of the Project Bonds, the sum necessary, as determined by the Designated Officers, shall be used to pay costs of the 2019 Project and to that end shall be deposited into a separate and segregated account of the Village, hereby created, and to be known as the “*2019 Project Fund*” (the “*Project Fund*”). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Finance Director, without

further official action or direction of the Corporate Authorities, in accordance with normal Village procedures for disbursements of corporate funds for capital projects. Upon the completion of the 2019 Project, as certified to the Finance Director by the architect or engineer in responsible charge of the 2019 Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Finance Director, without further official action of or direction by the Corporate Authorities, to the Bond Fund. Monies on deposit in and to the credit of the Project Fund may be (a) advanced to the Bond Fund in anticipation of the receipt of Pledged Taxes as necessary in order to assure the timely payment of principal of and interest on the Bonds and (b) invested by the Finance Director in any investments lawful under Illinois law for Village funds, each without further official action of or direction by the Corporate Authorities.

Alternatively, the Village may deposit from the principal proceeds of the Project Bonds, the sum necessary, as determined by the Designated Officers, to be used to pay costs of the 2019 Project into the existing Capital Projects Fund of the Village and assign thereto a separate project number in accordance with customary Village procedures for capital improvement projects, and the Project Fund shall be deemed to consist of said proceeds *provided, however*, that the hereinabove stated provisions for the Project Fund shall in all other respects be in effect.

D. The sum of principal proceeds of the Refunding Bonds as is necessary, together with funds of the Village on hand and lawfully available, shall be used to provide for the Refunding and is hereby deposited with Wells Fargo Bank, N.A., Chicago, Illinois, as paying agent for the Refunded Bonds for the purpose of paying the principal of and interest on the Refunded Bonds up to and including the prior redemption date thereof.

E. The sum necessary, as determined by the Designated Officers, of the principal proceeds of the Bonds shall be deposited into a separate and segregated fund, hereby created, to

be known as the “2019 Expense Fund” (the “Expense Fund”) and shall be disbursed upon the delivery of the Bonds or be used by the Finance Director to pay costs of issuance of the Bonds in accordance with normal Village disbursement procedures (which may include direction to the Purchaser to pay such expenses directly on the date the Bonds are delivered). Any funds remaining to the credit of the Expense Fund on the date which is three months following the date of delivery of the Bonds shall be transferred by the Finance Director to the Bond Fund.

*Section 14. Reimbursement.* None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any of the construction of the Infrastructure (as hereinafter defined) or expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all costs of the Infrastructure paid after the date hereof and prior to issuance of the Bonds.

*Section 15. Not Private Activity Bonds.* None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No direct or indirect payments are to be made on any Bond with respect to any Private Business Use by any person other than a state or local governmental unit.

B. None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

C. No user of the improvements to the general public capital infrastructure financed with the proceeds of the Bonds (the “Infrastructure”) other than the Village or another governmental unit will use the same on any basis other than the same basis as the general public; and no person other than the Village or another governmental unit will be

a user of the Infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

*Section 16. Registered Form.* The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 17. Further Tax Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such *Penalty*.

C. The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “2019 General Obligation Bonds Rebate [or Penalty, if applicable] Fund” (the “*148 Compliance Fund*”) for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Bonds and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Village also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the

Bonds to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

*Section 18. Opinion of Counsel Exception.* The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants set forth (in Sections 15 through 17) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing as bond counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

*Section 19. Rights and Duties of Bond Registrar and Paying Agent.* If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer of the Village is authorized to execute such forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder as shall be approved by the Village Attorney. In addition to the terms of any such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

*Section 20. Defeasance.* Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal thereof and interest due thereon, or (c) for which sufficient U.S. funds and direct non-callable U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

*Section 21. Continuing Disclosure Undertaking.* The Village President or the Village Clerk of the Village is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in customary form as provided by Bond Counsel and as heretofore executed by the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the

Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 22. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a Municipal Bond Insurance Policy issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President of the Village on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

*Section 23. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 24. *Superseder; Effective Date.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. This Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: The 15th day of October, 2019

APPROVED: October 15, 2019

\_\_\_\_\_  
Village President, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

Recorded in Village Records: October 15, 2019.

Published in pamphlet form by authority of the Corporate Authorities on October \_\_, 2019.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 15th day of October, 2019, insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting (the "*Agenda*") was posted at the location where the meeting was held on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 96 hours prior to holding the meeting, that the Agenda described or made reference to said ordinance; that a true, correct and complete copy of the Agenda as so posted is attached hereto, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as validly superseded by the home rule authorities of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance and the fixing of the Agenda.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village  
this 15th day of October, 2019.

---

Village Clerk

[SEAL]

**[VILLAGE CLERK TO ATTACH AGENDA]**

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that on the \_\_\_\_ day of October, 2019, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number \_\_\_\_\_ of the Village providing for the issuance of General Obligation Bonds, Series 2019, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this \_\_\_\_ day of October, 2019.

\_\_\_\_\_  
Village Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
County Clerk of The County  
of Cook, Illinois

[SEAL]

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the \_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
County Clerk of The County  
of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF KANE     )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of financing various capital improvements and refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Kane, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
County Clerk of The County  
of Kane, Illinois

[SEAL]



# Agenda Item Executive Summary

Item Name      2019 GO Refunding Bonds not to exceed      Committee  
\$6,500,000 [ALTERNATIVE 2]      or Board      Board

## BUDGET IMPACT

Amount:	\$6,500,000	Budgeted	N/A
List what fund	Debt Service Fund		

## EXECUTIVE SUMMARY

At the October 1, 2017 meeting the Finance Committee discussed our 2009 GO Bonds that are eligible for refunding. An analysis showed a potential gross debt service savings of over \$531,000 and present value savings of over \$478,000, or over 8% of the refunded principal amount, due to the more favorable interest rates currently available. The analysis used level debt service for the same term as the remaining original debt.

Attached is a parameters ordinance providing for a maximum amount of \$6,500,000 to be issued. The ordinance includes a 3% minimum savings requirement or \$170,850.

## ATTACHMENTS (PLEASE LIST)

Finance Department Memo  
Hypothetical Illustration for Current Refunding  
Refunding Bonds Parameters Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff:      Todd Dowden, Finance Director

Date:      October 7, 2019

**MOTION: I MOVE TO APPROVE ORDINANCE #2019 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,500,000 GENERAL OBLIGATION REFUNDING BONDS, SEIRIES 2019, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID VILLAGE, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEROF**

**Village of Bartlett  
Finance Department Memo  
2019 – 20**

**DATE:** October 7, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** 2019 Refunding Bonds not to exceed \$6,500,000

The Bond Ordinance (the "Ordinance") attached is to approve the Refunding Bonds, Series 2019 (the "Bonds"), which would be issued for the purpose of refunding the remaining 2009 GO bonds without issuing bonds for sewer projects. The Ordinance is a "parameters style" ordinance that establishes parameters which act as limitations that must be followed when the final terms for the Bonds are established. The Ordinance delegates the final approval of those final terms to the "Designated Officers," which are the Village President, Clerk, Treasurer and Finance Director. The parameters include maximums for combined par amount (\$6,500,000), maturity date (2029), annual maturity amount (\$925,000), maximum interest rate (6.00%), maximum annual bond tax levy (\$1,031,931) and a minimum present value savings of the refunding (3%).

The attached hypothetical schedule shows the potential savings of refinancing the 2009 GO Bonds. The potential gross debt service savings of over \$531,000 and present value savings of over \$478,000, or over 8% of the refunded principal amount, is due to the more favorable interest rates currently available. The analysis is using the same debt service schedule and the same term as the remaining original debt. The ordinance includes a 3% minimum savings requirement or \$170,850. The Government Finance Officers Association recommends the 3% threshold as a best practice.

**MOTION: I MOVE TO APPROVE ORDINANCE #2019 - \_\_\_\_\_, AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,500,000 GENERAL OBLIGATION REFUNDING BONDS, SEIRIES 2019, OF THE VILLAGE OF BARTLETT, DUPAGE, COOK AND KANE COUNTIES, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING GENERAL OBLIGATION BONDS, PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AND PROVIDING FOR THE SALE OF SAID BONDS TO THE PURCHASER THEROF**

# Village of Bartlett, Illinois

## Hypothetical Illustration for Current Refunding General Obligation Refunding Bonds, Series 2009 Assumed Aa1 Rated / Bank Qualified Interest Rates

Illustration is subject to change based on market conditions. Actual rates may vary from those assumed.

### BEFORE REFUNDING

Bond Year 12/1	Principal (12/1)	Rate	Interest (6/1 & 12/1)	Total
	\$6,410,000			
<b>General Obligation Refunding Bonds, Series 2009</b>				
Dated: December 22, 2009				
2019	\$715,000	3.500%	\$124,741	\$839,741
2020	\$755,000	3.750%	\$224,456	\$979,456
2021	\$795,000	3.750%	\$196,144	\$991,144
2022	\$860,000	4.000%	\$166,331	\$1,026,331
2023	\$900,000	4.000%	\$131,931	\$1,031,931
2024	\$510,000	4.000%	\$95,931	\$605,931
2025	\$325,000	4.000%	\$75,531	\$400,531
2026	\$350,000	4.000%	\$62,531	\$412,531
2027	\$375,000	4.000%	\$48,531	\$423,531
2028	\$400,000	4.000%	\$33,531	\$433,531
2029	\$425,000	4.125%	\$17,531	\$442,531
	\$6,410,000		\$1,177,191	\$7,587,191

### AFTER REFUNDING

\$5,330,000				
<b>General Obligation Refunding Bonds, Series 2019 (1)</b>				
Dated: November 12, 2019				
Bond Year 12/1	Principal (12/1)	Assumed Coupon	Assumed Yield (2)	Interest (6/1 & 12/1)
2019	\$735,000	3.000%	1.300%	\$190,553
2020	\$780,000	3.000%	1.350%	\$158,950
2021	\$835,000	3.000%	1.400%	\$135,550
2022	\$870,000	3.000%	1.450%	\$110,500
2023	\$470,000	4.000%	1.500%	\$84,400
2024	\$280,000	4.000%	1.600%	\$65,600
2025	\$305,000	4.000%	1.650%	\$54,400
2026	\$330,000	4.000%	1.720%	\$42,200
2027	\$350,000	4.000%	1.800%	\$29,000
2028	\$375,000	4.000%	1.910%	\$15,000
2029				
	\$5,330,000			\$886,153
				\$6,216,153

### CALLABLE MATURITIES

Potential Present Value Savings.....	\$478,172
Par Amount of Bonds Refunded (3).....	\$5,695,000
Potential Present Value Savings (4).....	8.396%

### Interest Rate Sensitivity Analysis

Potential Present Value Savings	+10 basis points	-10 basis points
Potential Present Value Savings	\$451,436	\$505,120
Potential Present Value Savings	7.93%	8.87%

(1) Assumed total costs of issuance of \$18 per \$1,000 of the public offering price. Preliminary, subject to change.

(2) This illustration represents a mathematical calculation of potential interest cost savings, assuming hypothetical rates based on current rates for non-bank qualified general obligation bonds rated Aa1 as of August 28, 2019. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise be considered as advice.

(3) Assumed the refunding of the 2020-2029 maturities.

(4) Calculated using the refunding bond yield of 1.962% as the discount rate.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held at the Village Hall, in said Village, at 7:00 p.m., on the 15th day of October, 2019.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

There was then a discussion of an ordinance providing for the issuance of General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, authorizing the execution of one or more bond order and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds. The President then explained that the ordinance sets forth the parameters for the issuance of said bonds and sale thereof by designated officials of the Village and summarized the

pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, Trustee \_\_\_\_\_ presented the following ordinance:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

(the "*Bond Ordinance*") which was laid before the President and Board of Trustees in words and figures as follows.

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed. During the Board discussion, the President gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements that (1) the ordinance provided for the issuance of general obligation bonds for the purpose of refunding certain outstanding general obligation bonds, (2) said Bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) the Bond Ordinance provides for the levy of taxes sufficient to pay the principal of and interest on said Bonds, (4) the Bond Ordinance sets forth the parameters for the issuance of said Bonds and the sale thereof by designated officials of the Village and (5) summarized the pertinent terms of said parameters, including the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said Bonds.

The Village President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: \_\_\_\_\_

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and the following Trustees voted NAY: \_\_\_\_\_.

WHEREUPON, the Village President declared the motion carried and the ordinance adopted.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

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Village Clerk

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ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

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Adopted by the President and Board  
of Trustees on the 15th day of October,  
2019.

## TABLE OF CONTENTS

SECTION	HEADING	PAGE
PREAMBLES .....		1
SECTION 1.	DEFINITIONS .....	2
SECTION 2.	INCORPORATION OF PREAMBLES.....	5
SECTION 3.	DETERMINATION TO ISSUE BONDS .....	5
SECTION 4.	BOND DETAILS .....	5
SECTION 5.	EXECUTION; AUTHENTICATION .....	6
SECTION 6.	REDEMPTION.....	7
SECTION 7.	REDEMPTION PROCEDURE .....	8
SECTION 8.	BOOK-ENTRY PROVISIONS; REGISTRATION AND EXCHANGE OR TRANSFER OF BONDS; PERSONS TREATED AS OWNER .....	12
SECTION 9.	FORM OF BOND.....	16
SECTION 10.	TAX LEVY.....	21
SECTION 11.	FILING WITH COUNTY CLERKS.....	23
SECTION 12.	SALE OF BONDS .....	23
SECTION 13.	CREATION OF FUNDS AND APPROPRIATIONS.....	25
SECTION 14.	REGISTERED FORM .....	26
SECTION 15.	TAX COVENANTS .....	27
SECTION 16.	OPINION OF COUNSEL EXCEPTION .....	28

SECTION 17. RIGHTS AND DUTIES OF BOND REGISTRAR AND PAYING AGENT .....29

SECTION 18. DEFEASANCE .....30

SECTION 19. CONTINUING DISCLOSURE UNDERTAKING.....30

SECTION 20. MUNICIPAL BOND INSURANCE.....31

SECTION 21. PUBLICATION OF ORDINANCE .....31

SECTION 22. SUPERSEDER; EFFECTIVE DATE .....32

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois, is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Village has outstanding General Obligation Refunding Bonds, Series 2009, dated December 22, 2009 (the "*Prior Bonds*"); and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore, and it hereby is, determined that it is necessary and desirable to refund all or a portion of the Prior Bonds (said portion of the Prior Bonds to be refunded referred to herein as the "*Refunded Bonds*") in order to realize debt service savings for the Village; and

WHEREAS, the Refunded Bonds shall be more fully described in the Bond Order (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, in accordance with the terms of the Refunded Bonds, the Refunded Bonds may be called for redemption prior to their maturity, and it is necessary and desirable to make such call

for the redemption of the Refunded Bonds on their earliest possible and practicable call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds; and

WHEREAS, the Corporate Authorities have determined that in order to refund the Refunded Bonds (the “*Refunding*”), it is necessary to borrow an amount not to exceed \$6,500,000 and issue bonds of the Village therefor; and

WHEREAS, it is in the best interests of the Village to issue General Obligation Refunding Bonds of the Village (the “*Bonds*” as further defined herein), in an amount not to exceed \$6,500,000 for the Refunding (the “*Bonds*”); and

WHEREAS, the Corporate Authorities have heretofore and it hereby is determined that it is advisable and necessary that such indebtedness be incurred in accordance with the Act as hereinafter defined, and without submitting the question of incurring such indebtedness to the electors of the Village for their approval:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

A. The following words and terms are as defined in the preambles.

- Bonds
- Corporate Authorities
- Prior Bonds
- Refunded Bonds
- Refunding
- Village

B. The following words and terms are defined as set forth.

*“Act”* means the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970. In the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

*“Bond”* or *“Bonds”* means one or more, as applicable, of the General Obligation Refunding Bonds, Series 2019, authorized to be issued by this Ordinance.

*“Bond Fund”* means the Bond Fund established and defined in (Section 13 of) this Ordinance.

*“Bond Moneys”* means the Pledged Taxes, any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

*“Bond Register”* means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* UMB Bank, National Association, Kansas City, Missouri, or a successor thereto or a successor designated as Bond Registrar hereunder.

*“Bond Order”* means the Bond Order and Notification of Sale to be executed by the Designated Officers as hereinafter provided and setting out final details of the Bonds as hereinafter provided.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County Clerks”* means the respective County Clerks of The County of DuPage, Illinois, The County of Cook, Illinois, and The County of Kane, Illinois.

*“Depository”* means The Depository Trust Company, New York, New York, or successors or assigns duly qualified to act as a securities depository for the Bonds.

*“Designated Officers”* means the Village President, Clerk, Treasurer and Finance Director or designee, or any of them acting together.

*“Ordinance”* means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 15th day of October, 2019.

*“Paying Agent”* means UMB Bank, National Association, Kansas City, Missouri, or a successor thereto or a successor designated as Paying Agent hereunder.

*“Pledged Taxes”* means the taxes levied on the taxable property within the Village to pay principal of and interest on the Bonds as made in (Section 10 of) this Ordinance.

*“Purchase Price”* means the price to be paid for each series the Bonds, as set forth in the Bond Order, which shall be not less than 96.0% of the par amount of such series of Bonds (without regard to original issue discount, if any, or original issue premium, if any).

*“Purchaser”* means, for any series of Bonds issued hereunder, the initial purchaser of such series of Bonds, as set forth in the Bond Order.

*“Record Date”* means the 15th day of the month of the month next preceding any regular interest payment date and the 15th day next preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date.

*“Tax-exempt”* means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes, and as not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but as taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

*“Term Bonds”* means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination To Issue Bonds.* It is necessary and in the best interests of the Village to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money pertains to the government and affairs of the Village, is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* For the purpose of providing for the payment of the costs of the Refunding and to pay all related costs and expenses incidental thereto, the Bonds, if issued, shall be issued in an amount not to exceed \$6,500,000, as set forth in the Bond Order. The Bonds shall be designated "*General Obligation Refunding Bonds, Series 2019*" or such other series designation set forth in the Bond Order. The Bonds shall be in fully registered form, be dated the date of delivery thereof (not later than April 15, 2020) as set forth in the Bond Order (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Bonds shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to provisions for Term Bonds and right of prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2029), in the amounts (not exceeding \$925,000 per year) and bearing interest at the rates percent per annum (not exceeding 6.00% per annum) as set forth in the Bond Order.

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on the date set forth in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date or at such other address furnished in writing by such person to the Bond Registrar or as may otherwise be agreed by the Village and the Depository. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent or at successor Paying Agent and locality.

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy ad valorem taxes upon all the taxable property in the Village for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

*Section 5. Execution; Authentication.* The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Village President (or Village President) and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in

office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 6. Redemption.* (A) OPTIONAL REDEMPTION. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Order shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Order (but not later than 10-1/2 years from the date of issuance of the Bonds), and on any date thereafter, at the redemption prices (expressed as a percentage of the principal amount redeemed) plus accrued interest to the date fixed for redemption, if applicable, as set forth in the Bond Order.

(B) TERM BONDS. The Bonds maturing on the date or dates, if any, indicated in the Bond Order are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date for the Bonds, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Order.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Corporate Authorities shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

*Section 7. Redemption Procedure.* The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

1. *Redemption Notice.* For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the Village whatsoever. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of

redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (a) the redemption date;
  - (b) the redemption price;
  - (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
  - (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;
- and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

4. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency

of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be

reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

10. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

11. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 8. Book-Entry Provisions; Registration and Exchange or Transfer of Bonds; Persons Treated as Owner.* (A) BOOK-ENTRY PROVISIONS. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each Series and maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such

depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the "*Letter of Representations*") substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery

to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds of such Series shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(B) REGISTRATION. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such

other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual

to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 9. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTIES OF DUPAGE, COOK AND KANE  
VILLAGE OF BARTLETT  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2019**

See Reverse Side for  
Additional Provisions

Interest                      Maturity                      Dated  
Rate: \_\_\_\_\_%      Date: December 1, 20\_\_      Date: \_\_\_\_\_, 2019      CUSIP: 069338 \_\_

Registered Owner:      CEDE & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office maintained for the purpose by UMB Bank, National Association, Kansas City, Missouri, as paying agent (the "*Paying Agent*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration

books of the Village maintained by UMB Bank, National Association, Kansas City, Missouri, as bond registrar (the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month next preceding any regular interest payment date and the 15th day preceding any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled interest payment date. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, delivered to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and The Depository Trust Company, as depository, or nominee, or successor or assigns, as long as this Bond shall remain in book-entry only form as provided.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Village President, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

[SEAL]

Date of Authentication: \_\_\_\_\_, 20\_\_

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar and Paying Agent:  
UMB Bank, National Association  
Kansas City, Missouri

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2019, having a Dated Date of \_\_\_\_\_, 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

UMB BANK, NATIONAL ASSOCIATION  
as Bond Registrar

By \_\_\_\_\_  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$\_\_\_\_\_ issued by the Village for the purpose of paying the costs of the Refunding and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the President and Board of Trustees, signed by the Village President, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal office maintained for the purpose by the Bond Registrar in Kansas City, Missouri, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bonds coming due on and after December 1, 20\_\_, are subject to redemption prior to maturity on December 1, 20\_\_, and any date thereafter, from any available monies, in whole or in part, and if in part, in such principal amounts and from such maturities as the Village shall

determine, at a redemption price of par plus accrued interest to the date fixed for redemption, and as otherwise provided in the Ordinance.

The Village, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Village, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

---

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 10. Tax Levy.* A. PLEDGED TAXES LEVIED. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property

within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the direct annual taxes for the years and in the amounts as follows (the “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2019	\$1,031,931.00	for principal and interest to and including December 1, 2020
2020	\$1,031,931.00	for principal and interest
2021	\$1,031,931.00	for principal and interest
2022	\$1,031,931.00	for principal and interest
2023	\$1,031,931.00	for principal and interest
2024	\$1,031,931.00	for principal and interest
2025	\$1,031,931.00	for principal and interest
2026	\$1,031,931.00	for principal and interest
2027	\$1,031,931.00	for principal and interest
2028	\$1,031,931.00	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Order, the Corporate Authorities are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the

amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerks in a timely manner to effect such abatement.

B. PROVISIONS FOR ABATEMENT. In the event that funds from any other lawful source are or are reasonably expected to be made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied herein for the payment of same, the Corporate Authorities may, by proper proceedings, direct the abatement of the taxes by the amount so deposited or expected to be deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

*Section 11. Filing with County Clerks.* Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks; and said County Clerks shall in and for each of the years set forth hereinabove ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 12. Sale of Bonds.* The Designated Officers are hereby authorized to proceed, without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds, in one or more series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. Each series of Bonds shall be sold and delivered to the Purchaser at the Purchase Price, plus accrued interest to the date of delivery, if any. Each such sale shall be made upon the advice (in the form of a written certificate or report) of Robert W. Baird & Co.,

Incorporated, Naperville, Illinois, the Village's municipal advisor ("*Baird*"), that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Further, the Purchaser shall be the best bidder for the Bonds pursuant to a competitive sale conducted by Baird. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by Baird, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Purchase Contract, a tax exemption certificate and agreement as prepared by Bond Counsel (a "*Tax Certificate*"), and certain further closing documents. The Designated Officers must find and determine in the Bond Order that that the net present value debt service savings to the Village as a result of the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3% of the principal amount of the Refunded Bonds and that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchase

Contract. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute the Purchase Contract (which may take the form of an executed bid form) in the form approved by the attorney for the Village. Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document including a statement of taxes. The authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on April 15, 2020.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract for the Bonds (the "*Purchase Contract*"), this Ordinance, said Preliminary Official Statement, said final Official Statement, the Tax Certificate and the Bonds.

*Section 13. Creation of Funds and Appropriations.*

A. There is hereby created the "*General Obligation Refunding Bonds, Series 2019 Bond Fund*" (the "*Bond Fund*"), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the

Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

C. The sum of principal proceeds of the Bonds as is necessary, together with funds of the Village on hand and lawfully available, shall be used to provide for the Refunding and is hereby deposited with Wells Fargo Bank, N.A., Chicago, Illinois, as paying agent for the Refunded Bonds for the purpose of paying the principal of and interest on the Refunded Bonds up to and including the prior redemption date thereof.

D. The sum necessary, as determined by the Designated Officers, of the principal proceeds of the Bonds shall be deposited into a separate and segregated fund, hereby created, to be known as the “2019 Expense Fund” (the “Expense Fund”) and shall be disbursed upon the delivery of the Bonds or be used by the Finance Director to pay costs of issuance of the Bonds in accordance with normal Village disbursement procedures (which may include direction to the Purchaser to pay such expenses directly on the date the Bonds are delivered). Any funds remaining to the credit of the Expense Fund on the date which is three months following the date of delivery of the Bonds shall be transferred by the Finance Director to the Bond Fund.

*Section 14. Registered Form.* The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain

Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 15. Tax Covenants.* The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

The Village further certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

C. The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “2019 General

Obligation Bonds Rebate [or Penalty, if applicable] Fund” (the “148 Compliance Fund”) for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

D. Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to the 148 Compliance Fund for the purposes herein provided; and proceeds of the Bonds and other funds of the Village are also hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

The Village also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

*Section 16. Designation of Issue.* The Village may designate each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code as set forth in the respective Bond Order.

*Section 17. Opinion of Counsel Exception.* The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the tax-related covenants

set forth (in Sections 14 through 16) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing as bond counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

*Section 18. Rights and Duties of Bond Registrar and Paying Agent.* If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer of the Village is authorized to execute such forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder as shall be approved by the Village Attorney. In addition to the terms of any such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

- (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;
- (b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;
- (c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;
- (d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

*Section 19. Defeasance.* Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal thereof and interest due thereon, or (c) for which sufficient U.S. funds and direct non-callable U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

*Section 20. Continuing Disclosure Undertaking.* The Village President or the Village Clerk of the Village is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in customary form as provided by Bond Counsel and as heretofore executed by the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions

of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 21. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a Municipal Bond Insurance Policy issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President of the Village on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

*Section 22. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

*Section 23. Superseder; Effective Date.* All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded. This Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: The 15th day of October, 2019

APPROVED: October 15, 2019

\_\_\_\_\_  
Village President, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

Recorded in Village Records: October 15, 2019.

Published in pamphlet form by authority of the Corporate Authorities on October \_\_, 2019.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of Bartlett  
DuPage, Cook and Kane Counties, Illinois

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 15th day of October, 2019, insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting (the "*Agenda*") was posted at the location where the meeting was held on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 96 hours prior to holding the meeting, that the Agenda described or made reference to said ordinance; that a true, correct and complete copy of the Agenda as so posted is attached hereto, and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code, except as validly superseded by the home rule authorities of the Village, and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance and the fixing of the Agenda.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 15th day of October, 2019.

---

Village Clerk

[SEAL]

[VILLAGE CLERK TO ATTACH AGENDA]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that on the \_\_\_\_ day of October, 2019, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number \_\_\_\_\_ of the Village providing for the issuance of General Obligation Refunding Bonds, Series 2019, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this \_\_\_\_ day of October, 2019.

\_\_\_\_\_  
Village Clerk

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK     )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

County Clerk of The County  
of Cook, Illinois

[SEAL]

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the \_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this \_\_\_ day of \_\_\_\_\_, 2019.

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County Clerk of The County  
of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF KANE     )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2019, there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of October, 2019, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$6,500,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and providing for the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Kane, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
County Clerk of The County  
of Kane, Illinois

[SEAL]





## Village of Bartlett Finance Department Memo 19-17

**DATE:** October 3, 2019

**TO:** Paula Schumacher, Village Administrator

**FROM:** Chris Hostetler, IT Coordinator

**SUBJECT:** Computer Replacement Program Purchase

In December 1999 the Village Board adopted the village-wide Information Technology Plan. In the Plan, the Village approved the concept of implementing a replacement program for its computer inventory. The 2019-2020 fiscal year budget contains \$48,000 for the purchase of desktop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

New monitors are also included in this year's budget. We normally do not replace monitors each time we replace computers. However, some applications, such as the Village's ERP software, no longer display correctly on older monitors because the resolution required by the software is not supported by the monitors.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 43 desktop computers and monitors from Dell for a total amount not to exceed \$38,813.

**MOTION:**

To approve the purchase of 43 computers and monitors from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$38,813.



## Agenda Item Executive Summary

Item Name: Golf Simulator Contract Committee or Board: Village Board

### BUDGET IMPACT

Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>5500-522400</u>		

### EXECUTIVE SUMMARY

In October of 2015, the Village Board reviewed a presentation by staff relative to a lease agreement with a golf simulator company (Tom Newman Inc.). Staff was given direction to proceed with an agreement. The Village Attorney had drawn up a contract with the company which included the option of extending through last year. Staff continues to see a benefit of leasing the machine and would like to reach another one year agreement, with options of extending. To date the simulator has netted \$17,980. Revenues have also climbed each year, as more people get more acclimated with the service. These figures do not include the revenue made from beverages.

### ATTACHMENTS (PLEASE LIST)

Memorandum, Resolution, Agreement

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution   X  

Ordinance \_\_\_\_\_

Motion: \_\_\_\_\_

### MOTION:

I move to approve Resolution 2019-\_\_\_\_\_ a resolution approving of the high definition golf simulator operating agreement between the Village of Bartlett and Tom Newman, Inc.

Staff: Scott Skrycki, Date: 10/08/2019  
Assistant Village Administrator

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Scott Skrycki, Assistant Administrator  
**Date:** 10/8/2019  
**Re:** Golf Simulator Contract

---

In October of 2015, the Village Board reviewed a presentation by staff relative to a lease agreement with a golf simulator company (Tom Newman Inc.). Staff was given direction to proceed with an agreement. The Village Attorney had drawn up a contract with the company which included the option of extending through last year. Staff continues to see a benefit of leasing the machine and would like to reach another one year agreement, with options of extending. To date the simulator has netted \$17,980. Revenues have also climbed each year, as more people get more acclimated with the service. These figures do not include the revenue made from beverages.

The hours of operation will be 9-4 Tuesday thru Sunday as well as afternoon and evening hours with appropriate reservation. The revenue sharing calls for a 60/40 split with the Village retaining 40 percent of gross profits. The machine will go up in October or November weather permitting.

Attached for your review is a resolution approving of an agreement with the between the Village of Bartlett and Tom Newman Inc.

## **Motion**

I move to approve Resolution 2019-\_\_\_\_\_ a resolution approving of the high definition golf simulator operating agreement between the Village of Bartlett and Tom Newman, Inc.

RESOLUTION 2019 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE HIGH DEFINITION GOLF  
SIMULATOR OPERATING AGREEMENT BETWEEN THE VILLAGE OF  
BARTLETT AND TOM NEWMAN, INC.**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The High Definition Golf Simulator Operating Agreement dated as of October 15, 2019, between the Village of Bartlett and Tom Newman, Inc. (the "Agreement"), copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 15, 2019

APPROVED: October 15, 2019

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - \_\_\_\_\_ enacted on October 15, 2019, and approved on October 15, 2019, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

## HIGH DEFINITION GOLF SIMULATOR OPERATING AGREEMENT

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**THIS OPERATING AGREEMENT** (the "Agreement") is made and entered into as of the 15<sup>th</sup> day of October, 2019, by and between the VILLAGE OF BARTLETT (the "Village"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and home rule of government, with its principal place of business at 228 South Main Street, Bartlett, Illinois, 60103, and TOM NEWMAN, INC. ("Newman"), an Illinois corporation, with its mailing address at 569 Beaconsfield Avenue, Naperville, Illinois, 60565.

### RECITALS:

A. The Village desires to allow Newman to install, maintain and manage one (1) High Definition "Full Swing" Golf Simulator as specified on Exhibit A (the "Facilities") in the bar room of the Bartlett Hills Golf Course Clubhouse for the 2019-2020 winter/spring season.

B. Newman desires to install, maintain and manage the Facilities at the Bartlett Hills Golf Course Clubhouse for the 2019-2020 winter/spring season.

C. The Village is willing to grant Newman a non-exclusive license to use the Licensed Space (hereinafter defined) and manage to install, operate, maintain and manage the Facilities during the term of the Agreement, and any extended term of the Agreement.

**NOW, THEREFORE**, in consideration of the premises, terms and obligations stated herein, the Village and Newman agree as follows:

1. **Recitals:** The foregoing Recitals are incorporated herein as substantive provisions of this Agreement.

2. **Term of Agreement:** This Agreement shall commence on October 15, 2019, and shall terminate on March 31, 2020, unless otherwise provided for by this Agreement. The Village may renew this Agreement for up to two (2), one (1) year extensions, for the 2020-2021 and 2021-2020 winter/spring season, upon the same terms and conditions as set forth herein or as may be subsequently modified by the parties. Newman may set up the Facilities for the 2019-2020 winter/spring season after the Commencement Date; and may set up the Facilities, if the Agreement is renewed by the Village for the 2020-2021 winter/spring season, between October 15, 2020 and March 31, 2021; and if renewed for a third winter/spring season by the Village, between October 15, 2021 and March 31, 2022.

3. **Facilities:** Newman is hereby granted non-exclusive license and access to the bar room of the Bartlett Hills Golf Club Clubhouse for the term of this Agreement for all purposes associated with this Agreement. Newman shall obtain written approval from the Village for any modifications to the Clubhouse required for Newman's

operation. Newman shall install, set up and make the Simulator operational along the west wall of the bar room of the Bartlett Hills Clubhouse in the location depicted on the bar room floor plan attached hereto as Exhibit B (the "Licensed Space").

4. **License Fee and Commission:** The High Definition "Full Swing" Golf Simulator will be rented to customers on an hourly rate basis. Schedule C attached hereto is the agreed rental rate schedule. The Village will collect the rental fee from the customer at the time of use. Newman and the Village agree to a sixty/forty per cent (60%/40%) split, respectively, sharing of Gross Rental Revenues, with 60% of Gross Rental Revenues paid to Newman and 40% of Gross Rental Revenues retained by the Village. Gross Rental Revenues are the fees paid and collected for the use of the Simulator per Schedule C, and do not include fees paid to Village golf professionals or equipment or food or beverage or any other sales made by the Village at the same time as or related to a rental of the Simulator. Newman's gross Simulator rental sales percentage will be paid on or before the 15<sup>th</sup> of the following month throughout the first operating season, and through each successive operating season if renewed by the Village.

5. **Hours of Operation:** The parties agree that Newman will be available to service the Simulator, as necessary, during normal Hours of Operation, but otherwise Newman will not have employees present at the Licensed Space except by appointment and with written notice to the Village of such appointments that are outside of normal business works. For purposes of this Agreement, the Village's normal business hours are as follows: 9:00 a.m. to 4:00 p.m., Tuesday through Sunday during winter season open dates (October 15, 2019 through March 31, 2020; and October 15, 2020 through March 31, 2021 for 2020-2021 if renewed; and October 15, 2021 through March 31, 2022 for 2021-2022, if renewed, and additional hours by appointment). Hours by appointment shall be confined to 8:00 a.m. to 9:00 p.m., and Newman shall provide the Village with written notice of such appointments outside of normal business hours, and of extended hours for special events, as may be required by the Village. Newman and Village staff shall meet at least monthly during the winter season to coordinate the daily schedules.

6. **Pricing:** Rental rates shall be as per Schedule C, unless changed by mutual consent of the parties.

7. **Termination:** This Agreement may be terminated by either party at any time on five (5) days' notice to the other party for cause. For purposes of this Agreement, "cause" is defined as each and every violation or breach by either party of any material term, condition or provision of this Agreement. Upon receipt of such notice the party receiving the notice shall have five (5) days from receipt of the notice to cure such violation or breach. The Village may terminate this Agreement without cause upon thirty (30) days' prior written notice. Upon expiration or termination of this Agreement, Newman shall quit and respectfully remove the High Definition "Full Swing" Golf Simulator from the Facility and return the room to the condition it was prior to the execution of this Agreement.

8. **Indemnification:** Newman shall indemnify, defend and hold harmless the Village, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner which might arise as the result of its activities, including, but not limited to, legal fees (attorney and paralegal fees and court costs), arising from or in any way connected with: (a) the conduct or management of the Facilities or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (b) any act, omission, wrongful act or negligence of Newman; (c) any accident, injury, or damage whatsoever occurring in or at the Licensed Space regardless of whether or not it is caused in part by a party indemnified hereunder and at the Bartlett Hills Golf Course arising out of Newman's used said property; such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Newman shall similarly protect, indemnify, and hold and safe harmless the Village, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including but not limited to, legal fees incurred by reason of Newman's breach of any of its obligations under, or Newman's default of, any provision of this Agreement.

9. **Insurance:** Newman's shall obtain insurance of the types and in the amounts listed below:

A. **Commercial General and Umbrella Liability Insurance:** Newman's shall maintain commercial general liability ("CGL") commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Facilities and the Licensed Space described herein. CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG000101093, or a substitute form providing equivalent coverage, and shall cover liability arising from the premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Village, and its officers, elected officials, employees, volunteers and agents (collectively the "Owner") shall be included as an insured under the CGL, using ISO additional insured endorsement CG20 11 or a substitute providing equivalent coverage, and under the commercial umbrella. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Owner.

B. **Workers' Compensation Insurance:** Newman shall maintain workers' compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Newman waives all rights against the Village and its officers, elected officials, employees, volunteers and agents for recovery of damages arising out of, or incident to Newman's use of the premises.

### C. General Insurance Provisions:

- i. Certificates of Insurance: Prior to installation, Newman shall furnish the Owner with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to herein. Written notice in Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Newman's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, to prohibit Newman's from installing said simulators until such certificates or other evidence of insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Agreement at Owner's option. Newman shall provide certified copies of all insurance policies required above within 10 days of Owners' written request for said copies.

- ii. Acceptability of Insurers:

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

- iii. Cross-Liability Coverage:

If Newman's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

- iv. Deductibles and Self Insured Retentions:

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, Newman may be required to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, elected officials, employees, volunteers and agents, or to procure a bond guaranteeing payment of losses and other related costs, including but not limited to investigations, claim administration and defense expenses.

10. **Compliance with Laws:** Newman agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facility, including, but not limited to, all applicable codes, laws, ordinances, and regulations of the Village of Bartlett, the County of Cook, the State of Illinois, and the United States. Newman shall, at its sole cost and obligation, be responsible for obtaining all permits required to operate the Simulator and other components of the Facilities.

11. **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing and signed by both parties.

12. **Severability.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

13. **Authorized Signatures/Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Newman and the Village, and this Agreement shall not be effective until fully executed and delivered to all parties.

14. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.

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

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attention: Paula Schumacher,  
Village Administrator

Tom Newman, Inc.  
569 Beaconsfield Avenue  
Naperville, Illinois, 60565  
Attention: Tom Newman

With a copy to:  
Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, Illinois, 60172

16. **Assignment:** This Agreement shall not be assigned without the express written consent of the non-assigning party.

17. **Time:** Time is of the essence for all matters concerning this Agreement.

18. **Jurisdiction:** This Agreement shall be governed by the laws of the State of Illinois. Venue for all actions hereunder shall be the Circuit Court of Cook County, Illinois. Any and all actions brought on behalf of Newman under this Agreement shall be commenced within one (1) year of conduct or actions giving rise to the action.

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

VILLAGE OF BARTLETT

TOM NEWMAN, INC.

By: \_\_\_\_\_  
Kevin Wallace, Village  
President

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

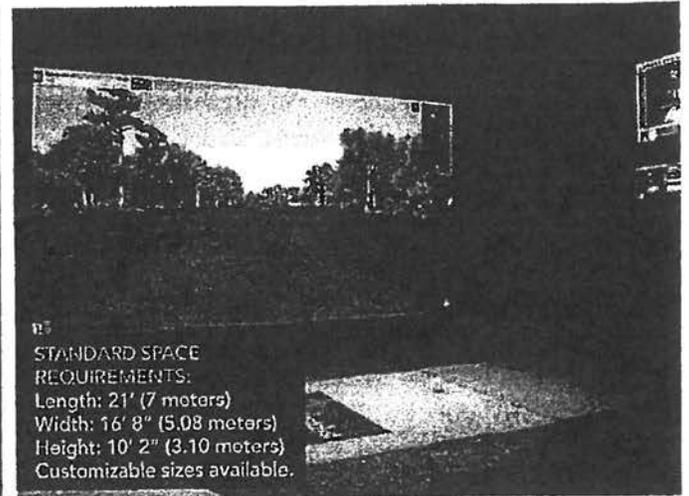
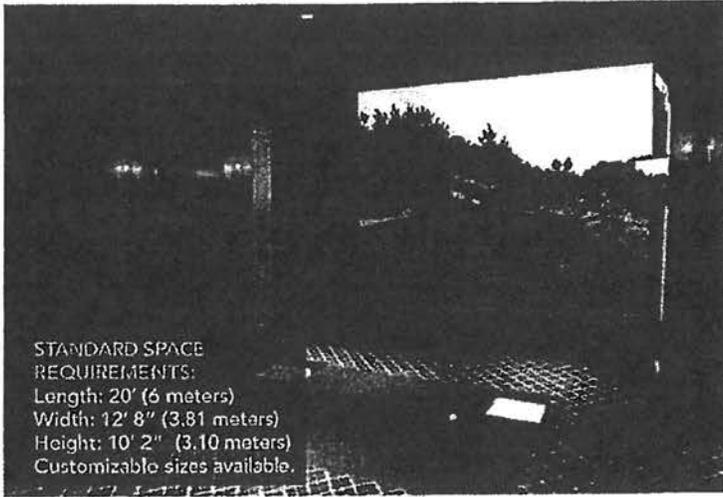
\_\_\_\_\_  
Lorna Giles, Village Clerk

# Simulators for Your Home or Office

## THE CHAMPION SERIES | 3 MODELS

The Original Champion & The Elite Champion

The Widescreen Champion - 210" Screen!



### THE ORIGINAL CHAMPION

Starting at \$45,900

- Compact Depth Enclosure
- High Definition Projector
- E6 with Range + 15 Courses
- Ion Vision Technology
- Quiet Hitting Screen
- Professional-Grade Hitting Mat
- Infrared Tracking System
- LCD Touchscreen
- Durable Carpet Interior
- Powerful Gaming Computer
- Online Tournaments
- Complete Design & Training

### THE ELITE CHAMPION

Starting at \$55,900

All of the features of the Original Champion **Plus**



Upgraded High Definition Projector



16:9 CinemaQuality Motorized Drop Down Screen

**93 Courses**

Entire Library of 93 Championship Courses

### THE WIDESCREEN CHAMPION

Starting at \$65,900

All of the features of the Original Champion **Plus**



High End Home Theater Projector



210" Widescreen Simulator

**93 Courses**

Entire Library of 93 Championship Courses

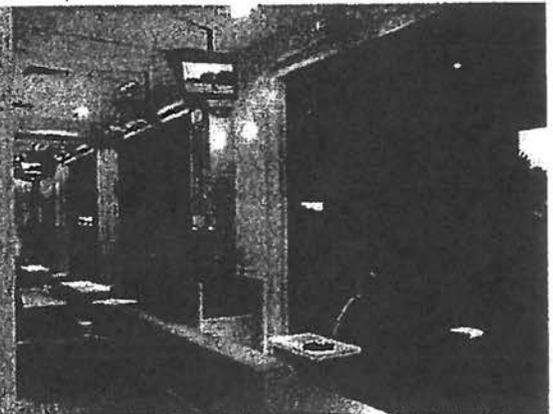


## Simulators for Your Business

### THE SPORTSMAN

The smallest standard footprint in the industry

- Full Depth Enclosure
- Infrared Tracking System
- Ion Vision Technology
- E6 with Range + 30 courses
- High Definition Projector
- Quiet Hitting Screen
- Durable Carpet Interior
- Professional-Grade Hitting Mat
- LCD Touchscreen
- Powerful Gaming Computer
- Online Tournaments
- Complete Design and Training



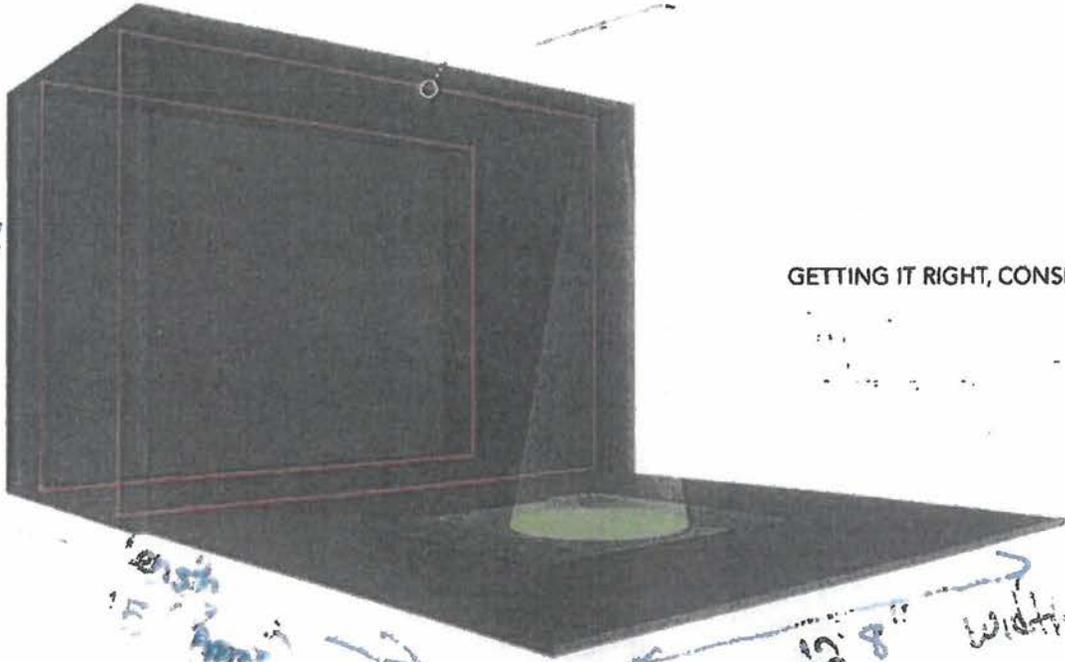


# Dual Tracking Technology:

## A Revolution in Golf Club and Ball Flight Accuracy

Only Full Swing Golf Combines Two Tracking Technologies:

Infrared Light Waves  
High Speed Camera



GETTING IT RIGHT, CONSISTENTLY.

### INFRARED LIGHT WAVES



Superior Speed and Trajectory Measurement

At the speed of light, Full Swing Golf's infrared tracking system actually measures the golf ball's speed, launch angle and direction instantly.

No other measurement device or technology can measure these ball flight characteristics more accurately or rapidly... period.



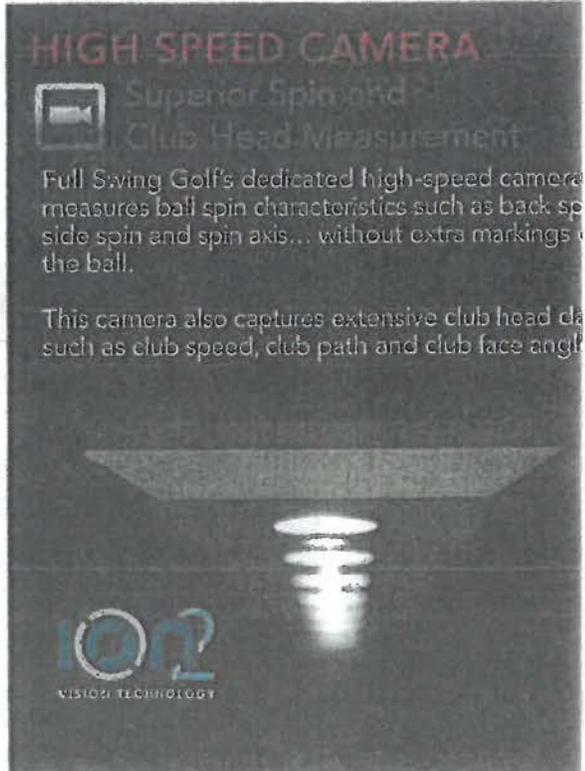
### HIGH SPEED CAMERA



Superior Spin and Club Head Measurement

Full Swing Golf's dedicated high-speed camera measures ball spin characteristics such as back spin, side spin and spin axis... without extra markings on the ball.

This camera also captures extensive club head data such as club speed, club path and club face angle.



### THE REALITY OF VIRTUALITY

We take ball flight very seriously at Full Swing Golf, so we go to great lengths to understand golf ball and club physics. Combining infrared light and high speed camera technologies allows us to measure the interactivity between ball and club like nobody else in the industry.



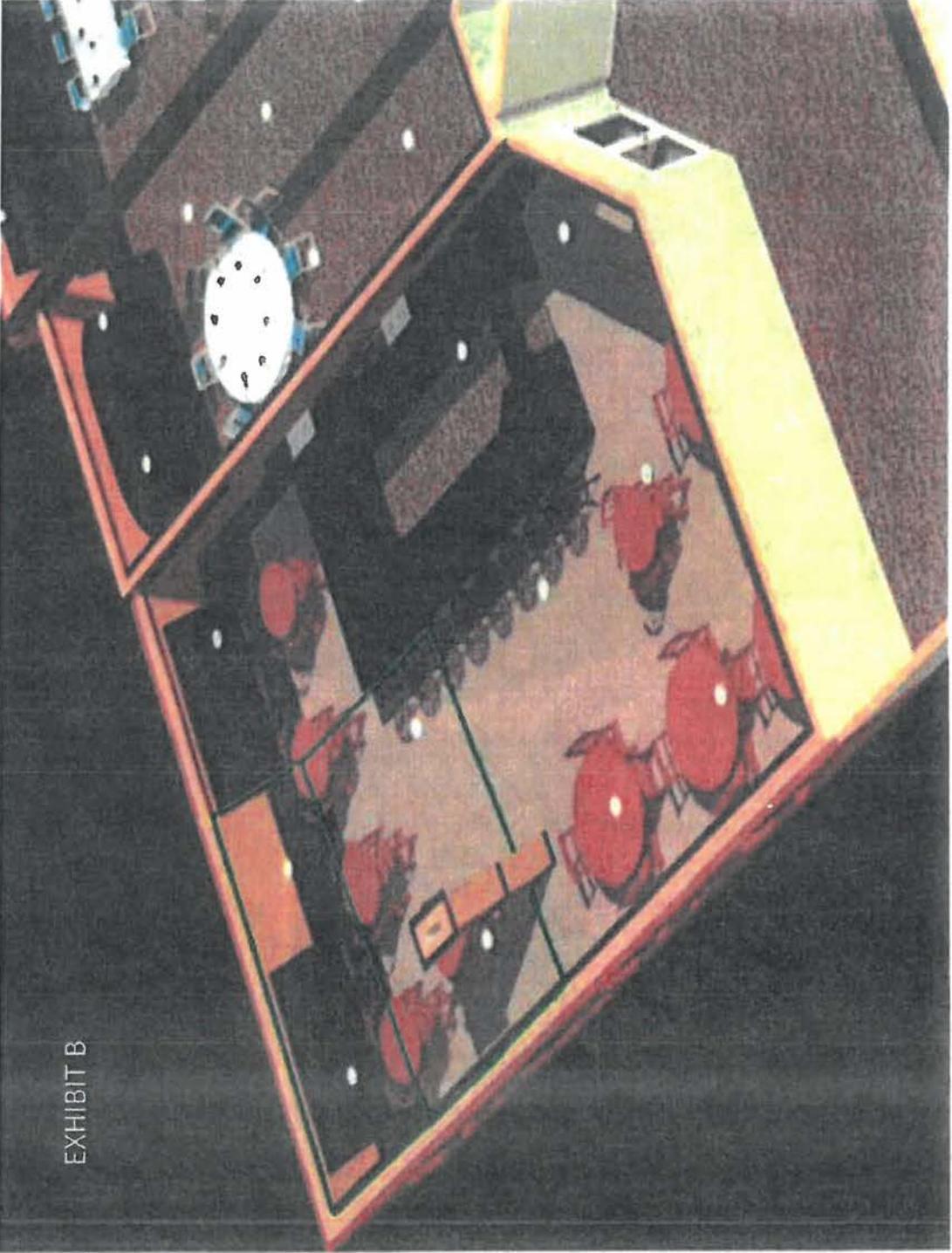


EXHIBIT B

**Schedule C**

2019/2022 Simulator Rates

Seniors \$25 per hour

Non-senior \$30 per hour



# Agenda Item Executive Summary

Item Name Bartlett Days Halloween Parade Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Bartlett Days Committee is requesting a parade permit for a Halloween Parade with a 10:00 a.m. start on Saturday October 26, 2019. Participants will start at Village Hall, head north on Main Street, ending at Banbury Fair.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated October 8, 2019  
Parade Route

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

## MOTION:

I move to approve the parade permit request submitted by the Bartlett Days Committee for the Halloween Parade on October 26, 2019.

Staff: Joey Dienberg, Management Analyst Date: October 8, 2019

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Joey Dienberg, Management Analyst  
**Date:** October 8, 2019  
**Re:** Bartlett Days Halloween Parade

---

The Bartlett Days Committee is requesting a parade permit for the Halloween Parade on Saturday October 26<sup>th</sup> at 10:00 a.m. The parade will be limited to walking groups, pulled wagons and strollers. Participants will line up in the Village Hall parking lot at 9:30 a.m. The parade will begin at Village Hall, heading north on Main Street, ending at Banbury Fair. The police department is aware of the route and has no concern.

The appropriate certificate of insurance has not been submitted by the Bartlett Days Committee, however, approval of the parade can be granted pending the submittal and approval of the certificate of insurance. A copy of the parade route is attached.

## **MOTION**

I move to approve the parade permit request submitted by the Bartlett Days Committee for the Halloween Parade on October 26<sup>th</sup>, 2019.





# Agenda Item Executive Summary

Item Name BAPS Fireworks Display Committee or Board Village Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Yagnesh Patel (BAPS) is requesting to hold a fireworks display on Sunday, October 27, 2019 to celebrate Diwali and the Hindu New Year. The show is expected to occur between dusk and 8:30 p.m.

## ATTACHMENTS (PLEASE LIST)

Memorandum dated 10/4/2019  
Request letter  
BFPD Permit  
Insurance  
Federal Explosives permit  
Illinois Pyrotechnic Distributor License  
Illinois Pyrotechnic Operators License  
Mad Bomber Display List  
Map

## ACTION REQUESTED

For Discussion Only \_\_\_\_\_  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Motion:   X  

**MOTION:** I move to approve BAPS request to hold a fireworks display on Sunday, October 27, 2019 between dusk and 8:30 p.m.

Staff: Samuel Hughes, Senior Management Analyst Date: 10/4/2019

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 10/4/2019  
**Re:** BAPS Fireworks Display

---

Yagnesh Patel (BAPS) is requesting to host a Diwali and Hindu New Year celebration on Sunday, October 27, 2019. The show is expected to occur between dusk and 8:30 p.m.

The contractor, Mad Bomber has received the appropriate permit from the Bartlett Fire Protection District regarding the fireworks display and the certificate of insurance has been approved by the Village attorney. The certificate of insurance, BFPD permit, federal explosives license, operator's licenses and map of the display area are attached for your approval.

## Motion

I move to approve BAPS request to hold a fireworks display on Sunday, October 27, 2019 between dusk and 8:30 p.m.



# BAPS Swaminarayan Sanstha® Shri Swaminarayan Mandir

4 North 739 IL Route 59, Bartlett, Illinois 60103. Tel: (630) 213-2277 Fax: (630) 213-2088

September 20th, 2019

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

Subject: Special Events Permit

Bohasanwasi Shri Akshar Purshottam Swaminarayan Sanstha (BAPS) will be celebrating Diwali and Hindu New Year October 27th to October 28th, 2019 at the BAPS Shree Swaminarayan Mandir (a Hindu place of worship) in Bartlett, IL. The majority of the people invited are from the Greater Chicago land area.

We would like to request for the following permits:

1. Tent Permits for:

- a. 90' x 8' Canopy installed over the sidewalk on the south of the Cultural Complex
- b. 36' x 12' Canopy Tent installed behind the building on the east side of the cultural complex.
- c. 120' x 40' Tent installed behind the building on the east side of the cultural complex.
- d. 90' x 20' Canopy installed over the walkway connecting to Temple on the north side of the cultural complex.
- e. Tent behind the building on the east side of the cultural complex.

*\*Please note the 180' x 20' tent installed over the sidewalk on the south of the Cultural Complex was previously permitted.*

*\*Please see attached Tent layout for additional details (size, location, etc.)*

2. Use of the BAPS owned property located at 30W051 Army Trail road as an exit path for vehicular traffic from October 26<sup>th</sup> to October 28<sup>th</sup>, 2019.
3. Amplifier permit 6 P.M to 9:00 P.M. for October 27th, 2019 (Application filled with Village of Bartlett-Community Development office)
4. A Fireworks Display permit for the evening of October 27<sup>th</sup>, 2019. Mad Bomber Fireworks Production has been contracted for this Fireworks Display and they are in process of securing the necessary permits from the Village. A copy of the Site Plan for the Fireworks Display has been attached to this letter.

We have been in touch with our neighbors in regard to the parking arrangements. We will add additional volunteers and take necessary precautions to protect their property. BAPS will have five full time security/parking staff to monitor the particular area. Overflow parking will be available at Bartlett High School in Bartlett. Shuttle service will be provided to and from Bartlett High School for the entire duration of the event.

Thank you for your utmost consideration of our request, and I humbly request your support in making this event a success. If you have any questions or concerns, please feel free to contact me at (630) 777-2254 or by email at [Yagneshv.patel@gmail.com](mailto:Yagneshv.patel@gmail.com).

Sincerely,

Yagnesh (Yash) V. Patel  
Event Coordinator - BAPS Shri Swaminarayan Mandir

CC: Bartlett Fire Protection District  
 Bartlett Police Department  
 Bartlett Building Department

Event Date	October 27 <sup>th</sup> to 28 <sup>th</sup> , 2019
Time Period	7am to 10pm
Location	1851 S. IL Rt. 59, Bartlett, IL 60103
Sanitary Facilities	<p>Current in house sanitary facilities will be used as traffic will be rotating throughout the day. Based on the last 10+ years of experience no additional portable facilities will be needed.</p> <p>In house BAPS Maintenance &amp; Housekeeping Departments will coordinate and monitor during the event.</p>
Security	<p>BAPS Security Department will provide onsite Security for the Even. 24 trained Security volunteers and 5 Village of Bartlett Police Officers on site that will take care of the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Crowd control</li> <li>• Maintain event perimeter</li> <li>• Vehicular traffic flow</li> <li>• Night Security</li> <li>• Video Surveillance</li> <li>• Monitor Parking facilities</li> </ul> <p>Security team is coordinating with the Village of Bartlett Police for traffic coordination during peak hours and during firework display</p>
Medical	BAPS Medical Service will have a medical team available on site 7am to 10pm on both days to handle medical emergencies
Parking	Volunteer parking will be on our facility. If needed additional parking will be available at Bartlett High School. BAPS Security & Parking staff will monitor the parking facilities at all locations.
Shuttle Services	BAPS Transportation Dept. will provide shuttle services if off-site parking is used. Contracted shuttle bus services will be provided for the entire duration of the event
Contact Person	<p>Event Coordinator:</p> <ul style="list-style-type: none"> <li>-Yagnesh V. Patel</li> <li>-Email: <a href="mailto:Yageneshv.patel@gmail.com">Yageneshv.patel@gmail.com</a></li> <li>-Phone: 630-777-2254</li> </ul> <p>BAPS Chicago President:</p> <ul style="list-style-type: none"> <li>-Vikram Patel</li> <li>-Email: <a href="mailto:mc.chicago@usa.baps.org">mc.chicago@usa.baps.org</a></li> <li>-Phone: 630-452-1361</li> </ul>

OFFICIAL PERMIT COPY



Bartlett Fire Protection District  
Fire Prevention Bureau  
234 N. Oak Avenue  
Bartlett, IL 60103  
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 19-079

Date Issued: Oct 2, 2019

Expiration Date: Oct 27, 2019– 11:59pm

Event Date: Oct 27, 2019

Time: 8:30 pm

Installation of: Fire Alarm System [ ] Sprinkler System [ ] Ansul System [ ]  
Above Ground Tank [ ] Other [ ]

Activity: Fireworks Display [ **X** ] Bon Fire [ ] Other [ ] Controlled Burn

Owner: B.A.P.S.  
Address: 1851 S. IL 59  
City: Bartlett, IL 60103

Applicant: Mark Loewe - Mad Bomber Fireworks Productions, Inc. IL License #IL06-O-00029  
Address: 411 Windermere Way  
City: Lake in the Hills, IL 60156-5803

*The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.*

*It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.*

*Proof of a current operator's license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards.*

Approved By:

Michael Heimbecker  
Fire Marshal

**Applicant Copy**

ATTENTION: MICHAEL  
HEIMBECKER

BARTLETT FIRE PROTECTION DISTRICT

**PERMIT TO PROCESS AND DISPLAY FIREWORKS**

County DUPAGE State IL

SEPT. 20TH, 2019

TO WHOM IT MAY CONCERN: GREETINGS

Application having been made in accordance with the laws of the State of ILLINOIS,  
this permit is issued to BAPS TEMPLE 1851 S. RT.59 PRAMUKH ROAD BARLETT, IL 60103

Giving them the right to exhibit display fireworks on the 27TH day of OCTOBER, 2019  
at DUSK 8:30'clock P.M. at ABOVE LOCATION in said County, BARTLETT, IL DUPAGE Co.  
in connection with HINDU NEW YEARS EVE2019' celebration.

SHERIFF OR CHIEF OF THE FIRE DEPARTMENT

**Mad Bomber Fireworks Productions**  
KINGSBURY INDUSTRIAL PARK

\_\_\_\_\_  
Signature of officer issuing permit





U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

**Federal Explosives License/Permit**  
**(18 U.S.C. Chapter 40)**

FORM NO. 1000 (REV. 10/2017)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF: ATF - Chief, FE/C  
Correspondence To: 244 Neeby Road  
Madinburg, WV 25105-9431

Chief, Federal Explosives Licensing Center (FELC)  
Name: *Christopher R. Beers*

PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FE/C at least 10 days before the move.)  
3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1  
LA PORTE, IN 46350

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement  
The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FE/C of any changes.)  
MIAND INC  
PLANET PROD/MAD BOMB FWKS/NIGHT MAG  
DISP/SKY MAJ  
3999 E HUPP RD MIDWEST WAREHOUSING BLDG  
R-3-1  
LA PORTE, IN 46350

Licensee/Permittee Responsible Person Signature: *Specimen*  
Position Title:  
Printed Name:  
Date:

Previous Edition is Obsolete. ATF Form 5500-10-0001 (Rev. 10/2017) is the current form. License information is on the reverse.  
ATF Form 5500-10-0001 (Rev. 10/2017)  
Federal Explosives License (FEL) Customer Service Information  
REVISED OCTOBER 2011

COPY



STATE OF ILLINOIS  
 OFFICE OF THE STATE FIRE MARSHAL  
 DIVISION OF FIRE PREVENTION  
 1035 Stevenson Drive • Springfield, IL 62703-4259



*Pyrotechnic Distributor License*

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
 3999 E HUPP ROAD BUILDING R-3-1  
 LA PORTE, IN 46350

IL06-OP-00029

05/15/2021

License #

EXPIRATION DATE

OP

Matt Perez  
 STATE FIRE MARSHAL

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

RANDALL MCCASLAND  
PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
3999 E HUPP ROAD BUILDING R-3-1  
LA PORTE, IN 46350



Illinois Office of the State Fire Marshal

Division of Fire Prevention

**THIS IS TO CERTIFY THAT  
RANDALL MCCASLAND  
Pyrotechnic Operator License**

Has completed all the requirements under the  
Pyrotechnic Distributor and Operator Act 225  
ILCS 227 and is employed by

**PLANET PRODUCTIONS/MAD BO**  
d/b/a:

License #

IL06-OP-00029-00280

Expires: 09/15/2021

  
Matt Perez  
STATE FIRE MARSHAL

# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* Ph. 847 464-1442 Fax (847) 464-1388

### BARTLETT FIRE PROTECTION DISTRICT LIST OF SHELLS

NEW YEARS EVE CELEBRATION

#### **BAPS TEMPLE**

1851 S. Rt. 59 Pramukh Rd.  
BARTLETT, IL 60103

SUNDAY OCT. 27<sup>TH</sup>, 2019

RAIN DATE: T.B.A.

CLOSE PROXIMITY 1.4G, and  
FIREWORKS 1.3G, UN0335, PGII

- 1080 - 25mm Special Effect Barrage Units\*
- 960 - 30mm Special Effect Barrage Units\*
- 144 - 45mm Special Effect Barrage Units\*
- 168 - 2.5" Aerial Shells\*\*
- 228 - 3" Aerial Shells\*\*

ALL ELECTRONICALLY FIRED DISPLAY

\*\* MEETS N.F.P.A. #1123 DISTANCE REQUIREMENT OF 210 FEET

\* Multiple Shot Barrage Boxes, Exhibition Candles, Crossettes, Comets, and Floral Mines

---

#### OSFM PYROTECHNICIANS ASSIGNED:

Chief: RANDY McCASLAND  
Lic.#IL-06-OP-00029-00280  
Cell 219 313 8921  
Asst. MICHAEL GARDNER  
Lic.#IL-06-O-00029-00262  
Asst. JAMES SHIFFER  
Lic.#IL-06-O-00029-00342

**TABLE 3-1.3 MINIMUM RADIUS OF DISPLAY SITE  
FOR OUTDOOR DISPLAY OF FIREWORKS.**

**SHELL SIZE**

3 INCH (76 mm)	210 ft. (43 m)
4 INCH (102 mm)	280 ft. (85 m)
5 INCH (127 mm)	350 ft. (107 m)
6 INCH (152 mm)	420 ft. (128 m)
7 INCH (178 mm)	490 ft. (149 m)
8 INCH (203 mm)	560 ft. (170 m)
10 INCH (254 mm)	700 ft. (214 m)
12 INCH (305 mm)	840 ft. (256 m)
OVER 12 INCH	

APPROVAL OF AUTHORITY  
HAVING JURISDICTION.

3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST TWICE THE DISTANCE SPECIFIED IN 3-1.3.

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT SHALL BE WAIVED.

3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY, EXPLOSIVE OR TOXIC HAZARD SHALL BE TWICE THAT REQUIRED BY TABLE 3-1.3.

NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLATILE SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.

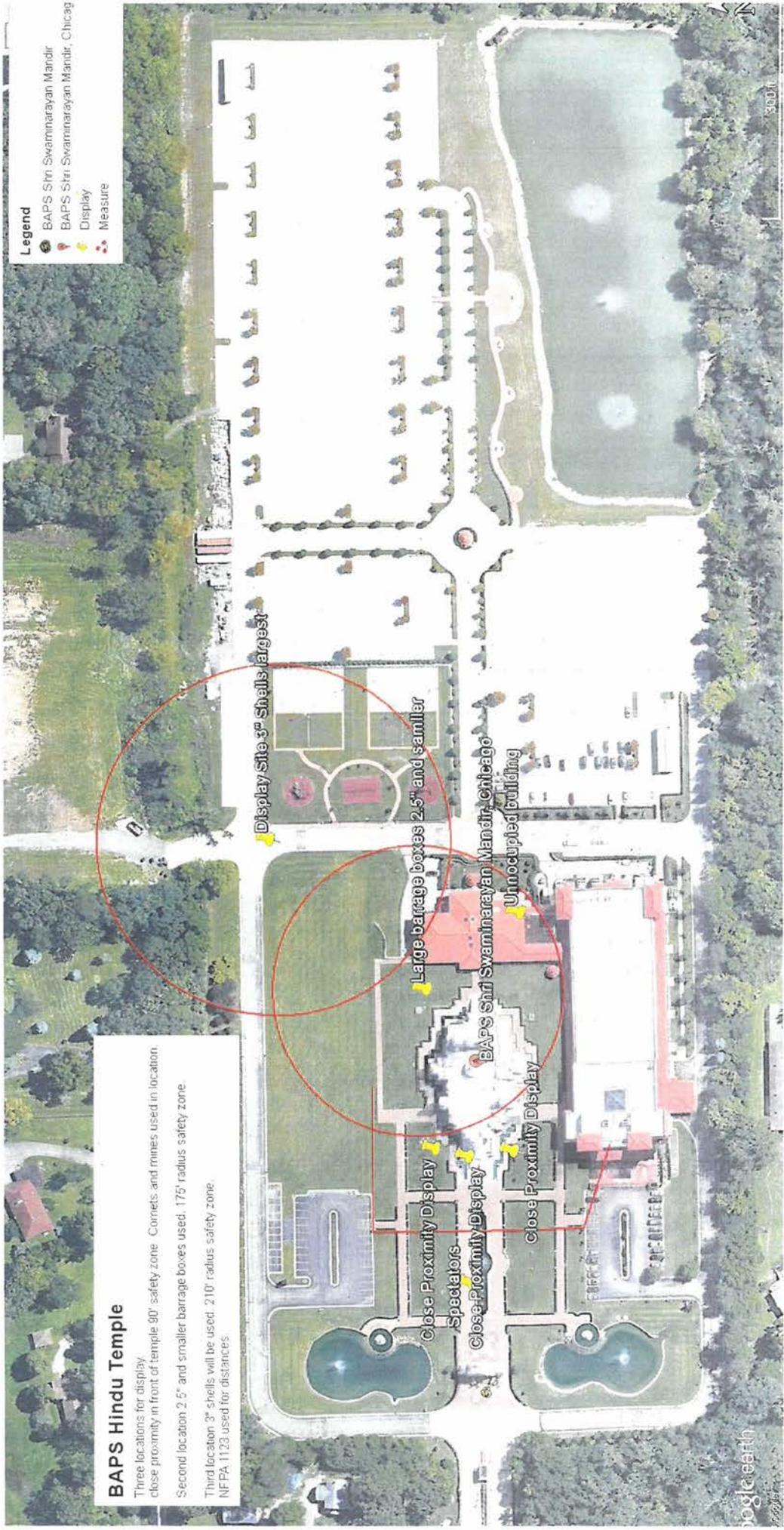
**3-2 DISCHARGE SITE**

3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 25 FT. (7.7 M) OF ANY OVERHEAD OBJECT.

3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 FT. (23 M) FROM SPECTATOR VIEWING AREAS AND PARKING AREAS.

EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHELLS WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALUTES) THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASES TO 125 FT. (38.5 M)

3-2.3\* WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT THE APPROXIMATE CENTER OF THE DISPLAY SITE.



**BAPS Hindu Temple**  
 Three locations for display:  
 close proximity in front of temple 90' safety zone. Cornets and minnes used in location.  
 Second location 2.5" and smaller barrage boxes used. 175' radius safety zone.  
 Third location 3" shells will be used. 210' radius safety zone.  
 NFPA 1123 used for distances

- Legend**
- BAPS Shri Swaminarayan Mandir
  - BAPS Shri Swaminarayan Mandir, Chicago
  - Display
  - Measure

Display Site 3" Shells largest

Large barrage boxes 2.5" and smaller

BAPS Shri Swaminarayan Mandir, Chicago

Unoccupied building

Close Proximity Display

Spectators

Close Proximity Display

Close Proximity Display



# Agenda Item Executive Summary

Item Name Integrated Lakes Management Inc. Committee Open Burn Request or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Integrated Lakes Management (ILM) is requesting approval to conduct a burn at the hawk Hallow Forest Preserve (East Schick Rd. and South Bartlett Rd.) The petitioner is requesting a permit to burn 24 acres of prairie, between October 28<sup>th</sup> and December 31<sup>st</sup>, weather permitting. ILM was granted permission to burn this property in the spring of 2019, but were unable to, due to weather.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated October 4, 2019  
 Request Letter  
 Bartlett FPD Permit  
 IEPA Permit  
 Certificate of Insurance  
 Site Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the open burn permit request from ILM to conduct a controlled burn at the Hawk Hallow Forest Preserve.

Staff: Sam Hughes, Senior Management Analyst Date: 10/4/2019

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 10/4/2019  
**Re:** IML Open Burn Permit Request

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Integrated Lakes Management (ILM) is requesting approval to conduct a burn at the hawk Hallow Forest Preserve (East Schick Rd. and South Bartlett Rd.) The petitioner is requesting a permit to burn 24 acres of prairie, between October 28th and December 31st, weather permitting. ILM was granted permission to burn this property in the spring of 2019, but were unable to, due to weather.

The NSSEO has already secured a permit from the IEPA which covers open burning through August 14, 2020. In addition, they have secured a permit from the Bartlett Fire Protection District and their Certificate of Liability Insurance has been reviewed and approved by the Village attorney and is attached for your review. A site map is also attached which identifies the hawk Hallow Forest preserve and the prairie plot subject to the burning.

## Motion

I move to approve the open burn permit request from ILM to conduct a controlled burn at the Hawk Hallow Forest Preserve.



October 2, 2019

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

Attn: Sam Hughes (Administration dept)

Re: Requesting Village approval - Prescribed Burn at Hawk Hallow Forest Preserve

Integrated Lakes Management (ILM) has been hired by Forest Preserve District of DuPage County to do a prescribed burn at Hawk Hallow Forest Preserve (East Schick Rd & South Bartlett Rd). We will be burning the prairie (duff, grasses & forbs 24 acres) - see map for burn area outlined.

ILM will conduct the burn when weather conditions are appropriate between (10/28/19 – 12/31/19). This is a previous burn from spring 2019 that was not completed. I am providing a copy of the IEPA permit, Fire Protection Dept permit, ILM's certificate of insurance, site map (burn area outlined) and area map for your records. **Please add ILM onto your next board meeting agenda for approval to burn.**

**List of equipment:**

- |   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Drip Torch      | <input checked="" type="checkbox"/> Brush Cutters | <input checked="" type="checkbox"/> First Aid Kit  | <input checked="" type="checkbox"/> Lighters/Matches      |
| <input checked="" type="checkbox"/> Propane Torches | <input checked="" type="checkbox"/> Leaf Blowers  | <input checked="" type="checkbox"/> Drinking Water | <input checked="" type="checkbox"/> Hard Hats             |
| <input checked="" type="checkbox"/> Fire Rakes      | <input type="checkbox"/> Shovels                  | <input type="checkbox"/> Flappers                  | <input checked="" type="checkbox"/> 5 Gallon Water Tanks  |
| <input checked="" type="checkbox"/> Drip Torch Fuel | <input checked="" type="checkbox"/> Nomex Suits   | <input checked="" type="checkbox"/> Warning Signs  | <input checked="" type="checkbox"/> 30 Gallon Water Tanks |
| <input type="checkbox"/> Sythe                      | <input type="checkbox"/> Face Shields             | <input type="checkbox"/> Foam/Soap                 | <input checked="" type="checkbox"/> 50 Gallon Water Tank  |
| <input type="checkbox"/> Bandanas                   | <input type="checkbox"/> Trash Bags               | <input checked="" type="checkbox"/> Gator (ATV)    | <input type="checkbox"/> Chainsaws                        |
| <input checked="" type="checkbox"/> Leaf Rakes      | <input checked="" type="checkbox"/> Indian Packs  | <input checked="" type="checkbox"/> Cell Phones    | <input checked="" type="checkbox"/> Honda Pumps           |
| <input checked="" type="checkbox"/> Leather Gloves  | <input checked="" type="checkbox"/> 2-Way Radios  | <input type="checkbox"/> Trash Bags                | <input checked="" type="checkbox"/> Weather Kit           |

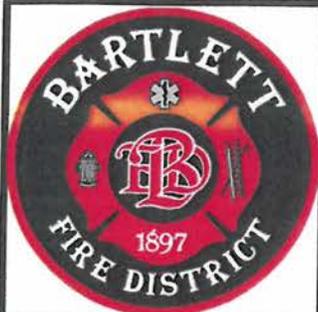
Day of the burn (prior to starting and when burn is complete) - ILM will notify Bartlett fire prevention, DuComm dispatch, Bartlett police and Sam Hughes (Village).

Thank you,

*Justin Rigler*

Environment Manager Associate

OFFICIAL PERMIT COPY



Bartlett Fire Protection District  
Fire Prevention Bureau  
234 N. Oak Avenue  
Bartlett, IL 60103  
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 19-002

Date Issued: January 8, 2019 Expires: January 8, 2020

Installation of: Fire Alarm System [ ] Sprinkler System [ ] Ansul System [ ]  
Above Ground Tank [ ] Other [ ]

Activity: Fireworks Display [ ] Bon Fire [ ] Other [ **X** ] **Controlled Burn**

Owner: Forest Preserve District of DuPage County  
Address: 35580 Naperville Rd  
City: Naperville, IL 60563

Applicant: Integrated Lakes Management, Inc.  
Address: 110 LeBaron Street  
City: Waukegan, IL 60085

*The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code and Local Ordinances.*

*Notification of controlled burns shall be done on the day of the activity to the Fire District at 630-837-3701 and also DuComm (our dispatch center) at 630-690-8245. The following requirements shall be adhered to when conducting a controlled burn:*

- The location for open burning shall not be less than 50 feet from any structure and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.*
- The fire shall be constantly attended until the fire is extinguished.*
- A means of fire extinguishment shall be available for immediate utilization— Dirt, Hoses, Extinguishers, etc.*

Approved By:

A handwritten signature in black ink, appearing to be "M. Heimbecker", written over a horizontal line.

Michael Heimbecker  
Fire Marshal

**Applicant Copy**



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217/785-1705

## OPEN BURNING PERMIT

### PERMITTEE

Integrated Lakes Management, Inc.  
Attn: Jack Giesler  
110 LeBaron Street  
Waukegan, Illinois 60085

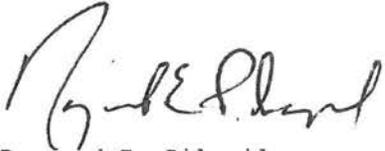
Application Number: B1908068                      I.D. Number: 097035  
Date Issued: August 15, 2019                      Date Received: August 13, 2019  
Date Open Burning May Begin: One Day from Date Issued  
Date Open Burning Must Cease: One Year from Date Issued  
Open Burning of: Prairie for Ecological Management  
Location: Hawk Hallow - East Schick Road and South Bartlett Road, Bartlett  
County: DuPage

Permit is hereby granted to open burn the above-referenced material, subject to the standard conditions attached hereto and the following special conditions:

1. Issuance of this permit shall not exempt this open burning from applicable local restrictions.
2. Section 9(a) of the Environmental Protection Act is applicable to open burning, i.e., persons affected by such open burning may lodge complaints with the Environmental Protection Agency if the burning is injurious to human, plant, or animal life, to health, or to property, or unreasonably interferes with the enjoyment of life or property.
3. Burning shall take place only when wind is blowing away from roadways, residences, railroad tracks and populated areas.
4. Prior to each scheduled burn the Permittee shall notify residences and businesses that may be affected, of the intended open burning activity.
5. The Permittee shall notify and receive prior approval from the local fire protection district at least 24 hours prior to the actual burn.
6. Open burning is prohibited on "Orange AQI or Worse" or "Air Pollution" alert days. Information regarding alert status may be obtained by going to: <https://airnow.gov>.

Page 2

If you have any questions on this permit, please call Floyd McKinney at 217/782-7187.

A handwritten signature in black ink, appearing to read "Raymond E. Pilapil". The signature is written in a cursive style with a large initial "R".

Raymond E. Pilapil  
Manager, Permit Section  
Bureau of Air

REP:FEM:tmp

cc: Region 1





### DuPage County District Wide BMP

#### Legend

 HawkHollow

April 2016

HH – HAWK HOLLOW FOREST PRESERVE  
WHITE FARM  
LOCATION MAP



The project has two access points; the first is located on the east side of S Bartlett Road approximately a quarter mile north of the intersection of S Bartlett and Schick Roads. The second access point is off of Struckman Drive, approximately an eighth mile north of the intersection of Struckman Drive and Schick Road, in Bartlett, Illinois.



# Agenda Item Executive Summary

AN ORDINANCE AMENDING TITLE 5,  
CHAPTER 5, SECTION 5-5-6, AND TITLE 5,  
CHAPTER 7, OF THE BARTLETT MUNICIPAL  
CODE

Committee  
or Board

Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

On September 3, 2019, the Village Board made a motion to table an ordinance amending Title 5, Chapter 5, Section 5-5-6, entitled "TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS/MINORS" and Title 5, Chapter 7, entitled "USE OF TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS ON SCHOOL PROPERTY" of the Bartlett Municipal Code. The Police Department is requesting the Village Board to pass an ordinance amending Title 5, Chapter 5, Section 5-5-6 and Title 5, Chapter 7 of the Bartlett Municipal Code as originally presented during the Village Board Meeting on Tuesday, September 3, 2019.

The proposed amended ordinance would prohibit the possession of tobacco products, electronic cigarettes, or alternative nicotine products by any person under 21 years of age since the underage possession component was eliminated from the new state law. It would also prohibit the sale or purchase of tobacco products, electronic cigarettes, or alternative nicotine products to any person under 21 years of age. Some of the key terms and definitions that are found in Title 5, Chapter 5, Section 5-6-6 and Title 5, Chapter 7 would be revised to reflect the exact same key terms and definitions that are contained in HB0346. The proposed amended ordinance would also prohibit the use of tobacco products, electronic cigarettes, or alternative nicotine products on school property.

## ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum
- Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE ORDINANCE 2019 - \_\_\_\_\_, AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5-5-6, AND TITLE 5, CHAPTER 7, OF THE BARTLETT MUNICIPAL CODE.**

Staff: Geoffrey T. Pretkelis, Deputy Chief of Police Date: October 8, 2019

**POLICE DEPARTMENT MEMORANDUM**  
**19-61**

**DATE:** October 8, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Geoffrey T. Pretkelis, Deputy Chief of Police *GP*  
**RE:** AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5-5-6,  
AND TITLE 5, CHAPTER 7, OF THE BARTLETT MUNICIPAL CODE

On September 3, 2019, the Village Board made a motion to table an ordinance amending Title 5, Chapter 5, Section 5-5-6, entitled "TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS/MINORS" and Title 5, Chapter 7, entitled "USE OF TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS ON SCHOOL PROPERTY" of the Bartlett Municipal Code. The Police Department is requesting the Village Board to pass an ordinance amending Title 5, Chapter 5, Section 5-5-6 and Title 5, Chapter 7 of the Bartlett Municipal Code as originally presented during the Village Board Meeting on Tuesday, September 3, 2019.

On Sunday, April 7, 2019, Governor JB Pritzker signed HB0345, known as the "Tobacco 21" initiative. The new law prohibits the purchase, sale, or furnishing of tobacco products, electronic cigarettes, or alternative nicotine products to a person under 21 years of age. It also made changes in regard to definitions, age verification, penalties, possession, and other matters. The most significant change to the new law was eliminating the penalties and offense of underage possession of tobacco products, electronic cigarettes, or alternative nicotine products.

Several local communities such as Hanover Park, St. Charles, Elk Grove Village, Hoffman Estates, Aurora, and Downers Grove have already enacted ordinances prohibiting the sale, purchase, or possession of tobacco products, electronic cigarettes, or alternative nicotine products to any person under 21 years of age.

Most important, the proposed amended ordinance would prohibit the possession of tobacco products, electronic cigarettes, or alternative nicotine products by any person under 21 years of age since the underage possession component was eliminated from the new state law. It also would prohibit the sale or purchase of tobacco products, electronic cigarettes, or alternative nicotine products to any person under 21 years of age. Some of the key terms and definitions that are found in Title 5, Chapter 5, Section 5-6-6 and Title 5, Chapter 7 would also need to be revised to reflect the exact same key terms and definitions that are contained in HB0346. The proposed amended ordinance also would prohibit the use of tobacco products, electronic cigarettes, or alternative nicotine products on school property.

**MOTION:** I move the passage of Ordinance 2019 -, AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5-5-6, AND TITLE 5, CHAPTER 7, OF THE BARTLETT MUNICIPAL CODE.

ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 5, SECTION 5-5-6,  
AND TITLE 5, CHAPTER 7, OF THE BARTLETT MUNICIPAL CODE**

---

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

**SECTION ONE:** That Title 5, Chapter 5, of the Bartlett Municipal Code entitled "MINORS" is hereby amended to be entitled "MINORS AND PERSONS UNDER 21".

**SECTION TWO:** That Title 5, Chapter 5, Section 5-5-6 of the Bartlett Municipal Code entitled "TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS/ MINORS" is hereby repealed.

**SECTION THREE:** That Title 5, Chapter 5, of the Bartlett Municipal Code is hereby amended to add new Section 5-5-6 thereto, now entitled "TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND ALTERNATIVE NICOTINE PRODUCTS/ PERSONS UNDER 21" in place former Section 5-5-6 repealed in Section Two of this Ordinance, as follows:

**5-5-6: TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, AND/OR  
ALTERNATIVE NICOTINE PRODUCTS/PERSONS UNDER 21:**

- A. Definitions: For purposes of this Section, the following words and phrases shall have the following meanings ascribed to them:

**ALTERNATIVE NICOTINE PRODUCT:** A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing or by any other means. "Alternative nicotine product" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>1</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Act of 1995<sup>2</sup>, tobacco product and electronic cigarette as defined in this Section, or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

**ELECTRONIC CIGARETTE:** Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or any solution or substance,

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<sup>1</sup> 35 ILCS 130/1

<sup>2</sup> 35 ILCS 143/10-1, et seq.

whether or not it contains nicotine intended for use in the device. "Electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>3</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995<sup>4</sup>; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as-a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.<sup>5</sup>

**KNOWINGLY:** Having a general knowledge of or reason to know or ground firm belief which warrants further inquiry or inspection.

**NICOTINE:** Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

**POSSESSION:** An act of physical dominion over, or within, a person's immediate and exclusive control. For purposes of this definition, exclusive control may occur even though possession is jointly held or shared.

**TOBACCO PRODUCT:** Any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

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<sup>3</sup> 35 ILCS 130/1

<sup>4</sup> 35 ILCS 143/10-1, et seq.

<sup>5</sup> 410 ILCS 130/1, et seq.

B. Prohibited Sales, Delivery, Purchase, Possession

1. It shall be unlawful for any person or entity to sell, cause to be sold, offer for sale, give away or deliver a tobacco product, electronic cigarette, and any alternative nicotine product, or any of them, to any person under twenty-one (21) years of age.
2. A person or entity who has reason to believe that a person attempting to purchase a tobacco product, electronic cigarette, and/or alternative nicotine product is under twenty-one (21) years of age shall require photographic identification from the individual prior to making the sale.

C. Purchase By Persons Under 21 Prohibited: It shall be unlawful for any person under twenty-one (21) years of age to purchase, or attempt to purchase, any tobacco product, electronic cigarette, and alternative nicotine product, or any of them; or to misrepresent his or her identity or age, or to use any false or altered identification for the purpose of purchasing any tobacco product, electronic cigarette, and alternative nicotine product, or any of them.

D. Possession By Persons Under 21 Prohibited: It shall be unlawful for any person under twenty-one (21) years of age to knowingly possess any tobacco product, electronic cigarette, and alternative nicotine product, or any of them.

E. Exception:

1. Nothing contained in this Section shall prohibit a person under twenty-one (21) years of age from possessing any tobacco product, electronic cigarette, and alternative nicotine product, or any of them, in unopened packages, at the direction of and in connection with his or her course of employment.
2. Nothing contained in this Section shall prohibit a person under twenty-one (21) years of age from possessing any tobacco product, electronic cigarette, and alternative nicotine product, or any of them, for medical purposes when prescribed by a licensed physician, or under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.

**SECTION FOUR:** That Chapter 7 of Title 5 of the Bartlett Municipal Code entitled "USE OF TOBACCO AND ALTERNATIVE TOBACCO OR NICOTINE PRODUCTS ON SCHOOL PROPERTY" is hereby repealed.

**SECTION FIVE:** That Title 5 of the Bartlett Municipal Code entitled "POLICE REGULATIONS" is hereby amended to add new Chapter 7 thereto entitled "USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND ALTERNATIVE NICOTINE PRODUCTS PROHIBITED ON SCHOOL PROPERTY" as follows:

## CHAPTER 7

### USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, AND ALTERNATIVE NICOTINE PRODUCTS ON SCHOOL PROPERTY

#### 5-7-1: DEFINITIONS:

#### 5-7-2: PROHIBITED USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES AND/OR ALTERNATIVE NICOTINE PRODUCTS:

#### 5-7-3: PENALTY:

#### 5-7-1: DEFINITIONS:

For purposes of this chapter the following words and phrases shall have the following meanings ascribed to them:

**ALTERNATIVE NICOTINE PRODUCT:** A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing or by any other means. "Alternative nicotine product" does not include cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>6</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Act of 1995<sup>7</sup>, tobacco product and electronic cigarette as defined in this Section, or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

**ELECTRONIC CIGARETTE:** Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or any solution or substance, whether or not it contains nicotine intended for use in the device. The term "electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar products or devices, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>8</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995<sup>9</sup>; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any

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<sup>6</sup> 35 ILCS 130/1

<sup>7</sup> 35 ILCS 143/10-1, et seq.

<sup>8</sup> 35 ILCS 130/1

<sup>9</sup> 35 ILCS 143/10-1, et seq.

therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.<sup>10</sup>

**NICOTINE:** Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

**SCHOOL PROPERTY:** Means and includes any building and/or grounds of any public kindergarten, elementary, middle school or high school.

**TOBACCO PRODUCT:** Any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

**5-7-2: PROHIBITED USE OF TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, AND ALTERNATIVE NICOTINE PRODUCTS:**

It shall be unlawful to use any tobacco product, electronic cigarette, and alternative nicotine product, or any of them, on or within any school property located within the corporate limits of the Village of Bartlett by any school personnel, student or other person, regardless of whether the use of any tobacco product, electronic cigarette, and alternative nicotine product, or any of them, occurs inside or outside of a school building and regardless of whether school is in session.

**5-7-3: PENALTY:**

Any person violating any provision of this chapter shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00).

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

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<sup>10</sup> 410 ILCS 130/1, et seq.

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

**SECTION EIGHT: EFFECTIVE DATE.** This Ordinance shall become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the village clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019 - \_\_\_\_\_, enacted on \_\_\_\_\_, 2019, and approved on \_\_\_\_\_, 2019, and published in pamphlet form on \_\_\_\_\_, 2019, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles



# Agenda Item Executive Summary

Item Name: AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"

Committee or Board: Board

<b>BUDGET IMPACT</b>			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
<b>EXECUTIVE SUMMARY</b>			
<p>The Police Department is requesting the Village Board to consider passing a Smoke and Vape-Free ordinance that contains alternative nicotine products and electronic cigarettes language. This would allow the Police Department to issue a local ordinance citation to any person who smokes or vapes in an area where smoking or vaping is prohibited. It would also allow the Police Department to issue a local ordinance citation to any person who owns, manages, operates, or otherwise controls an enclosed public place, a place of employment, or designated open air dining area where smoking or vaping is prohibited.</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
<ul style="list-style-type: none"> <li>• Police Department Memorandum</li> <li>• Ordinance</li> </ul>			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE ORDINANCE 2019 \_\_\_\_, AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"**

Staff: Geoffrey T. Pretkelis, Deputy Chief of Police      Date: October 8, 2019

**POLICE DEPARTMENT MEMORANDUM**  
**19-60**

**DATE:** October 8, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Geoffrey T. Pretkelis, Deputy Chief of Police *GP*  
**RE:** AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"

During the Committee of the Whole Meeting on Tuesday, October 1, 2019, the Police Department requested the Village Board to consider passing "The Bartlett Smoke And Vape-Free Ordinance" that contains alternative nicotine products and electronic cigarettes language. It was discovered that the Smoke Free Illinois Act allowed home rule units of local government to regulate smoking in public places as long as the regulation was not less restrictive than the state law. The Smoke Free Illinois Act was also amended in 2019 to allow state-certified local public health departments, and local, Department of Natural Resources, and Department of State police law enforcement agencies to enforce the provisions of the Smoke Free Illinois Act and assess civil penalties against a person who smokes in an area where smoking is prohibited under the Smoke Free Illinois Act.

At the end of the Committee of the Whole Meeting, the Village Board asked Staff to consider prohibiting smoking and vaping in Village owned parks and open areas that kids frequent. Staff is continuing to research banning smoking and vaping in Village owned parks and open areas and it will be brought to the Village Board in a separate ordinance.

The proposed ordinance would allow the Police Department to issue a local ordinance citation to any person who smokes or vapes in an area where smoking or vaping is prohibited. It would also allow the Police Department to issue a local ordinance citation to any person who owns, manages, operates, or otherwise controls an enclosed public place, a place of employment, or designated open air dining area where smoking or vaping is prohibited. Several other communities such as Schaumburg, Wheaton, Aurora, Palatine, Springfield, Chicago, and Glenview have already enacted similar Smoke Free Illinois ordinances prohibiting vaping and electronic cigarettes.

State law prohibits smoking indoors in public places or a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited under the Smoke Free Illinois Act. The state law was written before electronic or "e-cigarettes" existed and defines smoking in a way which does not apply to electronic cigarettes. The proposed ordinance would close a loophole in the state law and allow the Police Department to enforce the provisions of the Smoke Free Illinois Act and the use of alternative nicotine products and electronic cigarettes in public places and other areas such as near entrances, exits, and open windows. The proposed ordinance would also deter individuals from discreetly and conveniently using electronic cigarettes to consume cannabis products inside a public place or a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited under the Smoke Free Illinois Act.

The proposed ordinance would allow the designation of other non-smoking and designated open air dining areas to allow any employer, owner, occupant, lessee, operator, manager, or other person in control of any public place or place of employment the option to designate an open air dining area or non-enclosed area of a public place or place of employment as areas where smoking or vaping would be allowed or prohibited. It also would allow individuals to smoke or vape in the open air dining area on the south veranda of the Bartlett Hills Clubhouse.

**MOTION: I move the passage of Ordinance 2019 -, AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"**

**VILLAGE OF BARTLETT**

**ORDINANCE 2019 - \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL  
CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND  
VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE  
BARTLETT SMOKE AND VAPE-FREE ORDINANCE"**

**ADOPTED BY THE VILLAGE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF  
THE VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE  
COUNTIES, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**ORDINANCE 2019 - \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"**

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**BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in exercise of its home rule powers, as follows:

**SECTION ONE:** That Title 4 of the Bartlett Municipal Code, entitled "HEALTH AND SANITATION", is hereby amended to add new Chapter 4 entitled "SMOKE AND VAPE-FREE AIR REGULATIONS" as follows:

- 4-4-1: FINDINGS:**
- 4-4-2: PURPOSE:**
- 4-4-3: DEFINITIONS:**
- 4-4-4: PROHIBITION IN ENCLOSED PUBLIC PLACES:**
- 4-4-5: PROHIBITION IN PLACES OF EMPLOYMENT:**
- 4-4-6: PROHIBITION IN DESIGNATED OPEN AIR DINING AREAS:**
- 4-4-7: PROHIBITION AT PUBLIC ENTRANCES:**
- 4-4-8: DESIGNATION OF OTHER NON-SMOKING AREAS:**
- 4-4-9: SIGNS:**
- 4-4-10: EXEMPTIONS:**
- 4-4-11: PENALTIES:**

**4-4-1: FINDINGS:**

- A. The corporate authorities find that tobacco smoke is a harmful and dangerous carcinogen to human beings and a hazard to public health. Secondhand tobacco smoke causes at least 65,000 deaths each year from heart disease and lung cancer according to the National Cancer Institute. Secondhand tobacco smoke causes heart disease, stroke, cancer, sudden infant death syndrome, low birth weight in infants, asthma and exacerbation of asthma, bronchitis and pneumonia in children and adults. Secondhand tobacco smoke is the third leading cause of preventable death in the United States. Illinois workers exposed to secondhand tobacco smoke are at increased risk for premature death. An estimated 2,900 Illinois citizens die each year from exposure to secondhand tobacco smoke.
  
- B. The corporate authorities also find that the United States Surgeon General's 2006 report has determined that there is no risk-free level of exposure to secondhand smoke; the scientific evidence that secondhand smoke causes serious diseases, including lung cancer, heart disease, and respiratory illnesses such as bronchitis and asthma, is massive and conclusive; separating smokers from nonsmokers, cleaning the air and ventilating buildings cannot eliminate secondhand smoke exposure; smoke-free workplace policies are effective in reducing secondhand smoke exposure; and smoke-free workplace policies do not have an adverse economic impact on the hospitality industry.

- C. The corporate authorities also find that the Environmental Protection Agency has determined that secondhand smoke cannot be reduced to safe levels in businesses by high rates of ventilation. Air cleaners, which are capable only of filtering the particulate matter and odors in smoke, do not eliminate the known toxins in secondhand smoke. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) bases its ventilation standards on totally smoke-free environments because it cannot determine a safe level of exposure to secondhand smoke, which contains cancer-causing chemicals, and ASHRAE acknowledges that technology does not exist that can remove chemicals that cause cancer from the air. A June 30, 2005 ASHRAE position document on secondhand smoke concludes that, at present, the only means of eliminating health risks associated with indoor exposure is to eliminate all smoke activity indoors.
- D. Smoke creates the hazard of injury to the personal health of those in the environment of such smoke as well as the potential of damage to property that may result from the incendiary nature of such activity. It has been determined that breathing ambient smoke is a health hazard to both smokers and nonsmokers. Cigarette smoking also produces several substances that are considered hazardous to health including carbon monoxide, hydrogen cyanide, nitrous oxide and formaldehyde. Secondhand smoke (68 percent of the total smoke produced by a cigarette) affects the health of the bystander, interfering with respiratory tract defenses, often causing nonsmokers to have allergic or irritative reactions, and is a known cause of lung cancer.
- E. Because the hazards of smoking have a potentially harmful effect, material and direct, on the public health, safety, welfare, comfort, and property of residents of the village, it is necessary and desirable to establish regulations that prohibit smoking in all enclosed public places, in all enclosed places of employment, near entrances to all such public places and places of employment, in and near open-air public dining areas, and within certain unenclosed public places. The corporate authorities of the village adopt the findings, conclusions and reports of the Surgeon General of the United States regarding the effects of secondhand smoke as further support for this chapter.
- F. Alternative tobacco and nicotine delivery products have recently become available to the public in the commercial market. Electronic cigarettes, or vapor cigarettes, are an alternative nicotine product which contains nicotine and/or other chemicals which are turned into a vapor or steam that is inhaled by the user and then exhaled. Although there is limited research on their health risks, the United States Food and Drug Administration notes that the solution used in electronic cigarettes contains toxic chemicals found in antifreeze and several other cancer-causing chemicals, such as nitrosamines.
- G. The concentration of these chemicals in electronic cigarettes is not definitively known; the potential harmful effects and addictiveness appear to vary based upon the brand and degree of vaporization selected by the user. Research evidences that nicotine can affect brain development in children and teens. The vapor emitted by electronic cigarettes is in aerosol form that has the capacity to deeply penetrate lung cells and the cellular lining of the organs made up of these cells.

H. An article published in the New England Journal of Medicine reported a study performed using nuclear magnetic resonance spectroscopy which permitted researchers to look at vape aerosol after vaping. The researchers found that the pre-vaping liquid breaks down into formaldehyde and that the reaction between an electronic aerosolizer, propylene glycol, glycerol and formaldehyde create a formaldehyde-releasing agent called formaldehyde hemiacetals, which are known as industrial biocides. Although small amounts of formaldehyde are not dangerous, higher levels are strongly associated with certain cancers, according to the international agency for research on cancer, making it one of 114 compounds known as carcinogens. The village corporate authorities adopt these findings in the New England Journal of Medicine as a basis to support these amendments.

#### **4-4-2: PURPOSE:**

This chapter shall be cited as "The Bartlett Smoke and Vape-Free Ordinance," the purpose of which is to protect the public health, comfort, and environment by prohibiting smoking and vaping alternative nicotine products in all enclosed public places and places of employment; within 15 feet of all public entrances to such places; within 15 feet of all entrances, exists, windows that open, and ventilation intakes of all public places and places of employment; and within certain open-air public dining areas in order to ensure that non-smokers and non-vapers may breathe air free from the hazardous effects of secondhand smoke and alternative nicotine products.

#### **4-4-3: DEFINITIONS:**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**ALTERNATIVE NICOTINE PRODUCTS:** A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing or by any other means. "Alternative nicotine product" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>1</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Act of 1995<sup>2</sup>, tobacco product and electronic cigarette as defined in this section, or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose, any asthma inhaler prescribed by a physician for that condition and is being marketed and sold for that approved purpose, or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.<sup>3</sup>

**BAR:** An establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and that derives no more than 10% of its gross revenue from the

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<sup>1</sup> 35 ILCS 130/1

<sup>2</sup> 35 ILCS 143/10-1, et seq.

<sup>3</sup> 410 ILCS 130/1, et seq.

sale of food consumed on the premises. "Bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, adult entertainment facilities, and cabarets.

**BUSINESS:** Any sole proprietorship, partnership, joint venture, corporation, including municipal corporations, limited liability company, association, or other business entity, whether formed for profit or nonprofit purposes and/or religious corporations.

**CLUB:** A private not-for-profit association, corporation or other entity which owns, leases or uses a building or portion the use of which is restricted primarily to members and their guests; is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain; and only sells alcoholic beverages incidental to its operation. For purposes of this definition, club means a private organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 USC 501.

**DESIGNATED OPEN AIR DINING AREA:** An open air dining area designated by the owner, occupant or lessee thereof as an area where smoking and vaping therein is also prohibited, provided the owner, occupant or lessee shall cause signs to be posted at appropriate locations, including at the entrance(s) to and in said designated open air dining area, advising persons that smoking and vaping are prohibited within said designated area. Even if the owner, occupant or tenant does not designate an open air dining area under his, her or its control to prohibit smoking, no smoking or vaping shall be allowed in that portion of an open air dining area that is within 15 feet of any public entrance, entrance, exit, window that opens, or ventilation intakes of any enclosed public place or place of employment.

**ELECTRONIC CIGARETTE:** Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or any solution or substance, whether or not it contains nicotine intended for use in the device. "Electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. "Electronic cigarette" does not include: cigarettes as defined in Section 1 of the Cigarette Tax Act<sup>4</sup> and tobacco products as defined in Section 10-5 of the Tobacco Products Tax Act of 1995<sup>5</sup>; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.<sup>6</sup>

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<sup>4</sup> 35 ILCS 130/1

<sup>5</sup> 35 ILCS 143/10-1, et seq.

<sup>6</sup> 410 ILCS 130/1, et seq.

**EMPLOYEE:** Any person employed by an employer in consideration for a direct or indirect monetary wages or profits, or a person who volunteers his or her services for a non-profit entity and shall include the owner or operator of a sole proprietorship or other similar business entity.

**EMPLOYER:** A person, business, partnership, association, corporation, including a municipal corporation, limited liability company, trust, or non-profit entity that employs the services of one or more individual persons.

**ENCLOSED AREA:** All space between a floor and a ceiling that is enclosed or partially enclosed with (i) solid walls or windows exclusive of doorways, or (ii) solid walls with partitions and no windows exclusive of doorways that extend from the floor to the ceiling, including, without limitation, lobbies and corridors.

**ENCLOSED PUBLIC PLACE:** An enclosed area regardless of whether the building is owned in whole or in part by private persons or entities, the village or any other public entity regardless of whether a fee is charged for admission, or any area to which the public is invited or in which the public is permitted, including without limitation:

- a. Common or public areas (including, without limitation, lobbies, hallways, reception areas, public restrooms, elevators and staircases) of apartment buildings, condominiums, dormitory buildings, nursing home care facilities, and other multiple-family residential structures;
- b. Common or public areas (including, without limitation, lobbies, hallways, reception areas, public restrooms, elevators and staircases) of any building or structure that is accessible to the public, including, without limitation, office, commercial, and industrial buildings, banks and financial institutions, educational institutions, health care facilities such as hospitals, clinics and doctor's offices, museums, libraries, restaurants, polling places, government and village-owned buildings, food stores, cafeterias, theaters, auditoriums, train and bus stations, hotels, motels, clubs, and retail and service establishments;
- c. Rooms, chambers, halls, or other locations within which meetings, hearings, or gatherings are held, to which the public is invited or in which the public is permitted, including specifically, but without limitation, any enclosed area under the control of the village where there is in progress any public meeting.

The term "enclosed public place" shall not include:

- a. A private dwelling unit, unless said dwelling is also used as a day care facility for children or adults; provided that rooms in nursing homes or long-term care facilities occupied by one or more persons who have requested in writing a room where smoking is permitted shall be considered private dwelling units; or
- b. Hotel or motel rooms designated as smoking, provided that no more than 25 percent of the available rooms for rent in any single building shall be designated as smoking rooms.

**HEALTH CARE FACILITY:** An office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals, weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. "Health care facility" includes all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

**KNOWINGLY:** Having a general knowledge of or reason to know or ground firm belief which warrants further inquiry or inspection.

**NICOTINE:** Any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

**OPEN AIR DINING AREA:** A seating area open to the air that is accessory to a restaurant, bar, hotel, cafeteria, private club or other public place engaged in purveying commercial food or beverage service where members of the public, members or guests are invited to sit and receive food and/or beverage service for consideration.

**PLACE OF EMPLOYMENT:** Any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve any enclosed area where smoking is prohibited; offices and work areas restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a "place of employment", nor are enclosed laboratories, not open to the public, in an accredited university or government facility where the activity of smoking is exclusively conducted for the purpose of medical or scientific health related research.

**PRIVATE CLUB:** A not-for-profit association that (1) has been in active and continuous existence for at least three (3) years prior to the effective date of this chapter of the Bartlett Municipal Code, whether incorporated or not, (2) is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, (3) is operated solely for recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and (4) only sells alcoholic beverages incidental to its operation. For purposes of this definition, "private club" means an organization that is managed by a board of directors, executive committee, or similar body chosen by the members at an annual meeting, has established bylaws, a constitution, or both to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. 501.

**PRIVATE RESIDENCE:** The part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin or cottage. For the purposes of this definition, a hotel, motel, inn, resort, lodge, bed and breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence.

**PUBLIC ENTRANCE:** The doorway or other entrance to a public place that is open to and intended for use by the general public for ingress and egress to the public place. The term "public entrance" also means a doorway or other entrance for pedestrian ingress and egress to a place of employment:

- a. That is open to and intended for use by the general public or business invitee's ingress and egress to the place of employment;
- b. Where employees are required or permitted to enter or exit the place of employment.

**PUBLIC PLACE:** That portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the State of Illinois, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance of 15 feet from entrances, exits, windows that open and ventilation intakes that serve any enclosed area where smoking is prohibited. A "public place" does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises. A "public place" includes, but is not limited to, hospitals, restaurants, bars, retail stores, offices, commercial establishments, elevators, indoor theaters, libraries, museums, concert halls, public conveyances, educational facilities, nursing homes, auditoriums, enclosed or partially enclosed sports arenas, meeting rooms, schools, exhibition halls, convention facilities, polling places, private clubs, gaming facilities, all government owned vehicles and facilities, including buildings and vehicles owned, leased, or operated by the State of Illinois or State subcontract, healthcare facilities or clinics, enclosed shopping centers, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, public restrooms, waiting areas, lobbies, bars, taverns, bowling alleys, skating rinks, reception areas, and no less than 75% of the sleeping quarters within a hotel, motel, resort, inn, lodge, bed and breakfast, or other similar public accommodation that are rented to guests, but excluding private residences.

**RESTAURANT:** (a) An eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, that gives or offers for sale food to the public, guests, or employees, and (b) a kitchen or catering facility in which food is prepared on the premises for serving elsewhere. "Restaurant" includes a bar area within the restaurant.

**RETAIL TOBACCO STORE:** A retail establishment that derives more than 80% of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental. "Retail tobacco store" includes an enclosed workplace that manufactures, imports, or distributes tobacco or tobacco products, when, as a necessary and integral part of the process of making, manufacturing, importing, or distributing a tobacco product for the eventual retail sale of that tobacco or tobacco product, tobacco is heated, burned, or smoked, or alighted tobacco product is tested, provided that the involved business entity: (1) maintains a specially designated area or areas within the workplace for the purpose of the heating, burning, smoking or lighting activities, and does not create a facility that permits smoking throughout; (2) satisfies the 80% requirement related to gross sales; and (3) delivers tobacco products to consumers, retail establishments, or other wholesale establishments as part of its business. "Retail tobacco store" does not include a

tobacco department or section of a larger commercial establishment or any establishment with any type of liquor, food or restaurant license.

**SMOKE or SMOKING:** The carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment. "Smoke" or "smoking" includes the use of alternative nicotine products, cannabis, and electronic cigarettes, as defined in this section. "Smoke" or "smoking" does not include smoking that is associated with a native recognized religious ceremony, ritual or activity by American Indians that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a.

**TOBACCO PRODUCT:** Any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

**VAPE or VAPING:** Using an electronic cigarette or alternative vapor transmission modality to vape an alternative nicotine product.

#### **4-4-4: PROHIBITION IN ENCLOSED PUBLIC PLACES:**

It shall be unlawful:

1. To smoke or vape in any enclosed area of any public place.
2. For the owner, occupant or lessee in control of a public place to permit smoking and vaping, or either smoking or vaping, in any enclosed area in a public place.

#### **4-4-5: PROHIBITION IN PLACES OF EMPLOYMENT.**

It shall be unlawful:

1. To smoke or vape in any enclosed area of any place of employment.
2. For any employer to knowingly permit smoking and vaping, or either smoking or vaping, in any enclosed area of any place of employment.

#### **4-4-6: PROHIBITION IN DESIGNATED OPEN AIR DINING AREAS:**

It shall be unlawful:

1. To smoke or vape in any designated open air dining area.

2. To smoke or vape within 15 feet of the public entrance, exit, windows that open, or ventilation intake in or adjacent to any designated open air dining area or open air dining area.

#### **4-4-7: PROHIBITION AT PUBLIC ENTRANCES:**

It shall be unlawful:

1. To smoke or vape within 15 feet of a public entrance to a public place or to a place of employment, or within 15 feet of any entrances, exits, windows that open or ventilation intakes of any public place or place of employment.
2. For any person or persons to gather or congregate for the purpose of smoking or vaping within 15 feet of a public entrance, or to gather or congregate for the purpose of smoking or vaping, within 15 feet of any entrance, exit, window that opens, or ventilation intakes of any public place or place of employment.

#### **4-4-8: DESIGNATION OF OTHER NON-SMOKING AREAS:**

Nothing in this chapter shall be deemed to limit the owner, occupant or lessee of a public place or a place of employment to further prohibit smoking or vaping by designating outdoor areas not subject to the restrictions in this chapter as a place where smoking or vaping is also prohibited, provided that the owner, occupant or lessee shall cause signs to be posted at appropriate locations advising persons that smoking or vaping is prohibited within the designated outdoor area.

#### **4-4-9: SIGNS:**

Each owner, lessor, lessee, employer, or other person in control of a public place, shall post conspicuous "no smoking or vaping" signs in the enclosed area of any public place where smoking or vaping is prohibited. Such "no smoking or vaping" signs shall have a white field with the words "no smoking or vaping" printed in red letters, four inches high with a one-half-inch face or shall bear the international "no smoking or vaping" symbols. It shall be unlawful for any person to remove, deface or obscure any sign posted pursuant to the provisions of this chapter.

#### **4-4-10: EXEMPTIONS:**

The prohibition on smoking or vaping set forth in sections 4-4-4 through 4-4-5 shall not apply to:

1. A public place or place of employment of a tobacco dealer that permits customers to sample tobacco or vape products on the premises of the tobacco dealer, provided that smoke generated by smoking or vaping on the premises of the dealer does not infiltrate any other enclosed public place or place of employment. For purposes of this exemption, a dealer is a retailer whose principal business is the sale at retail of tobacco, tobacco-related products, and/or vaping products.

2. All parks and forest preserves or unenclosed public lands owned by the Bartlett Park District or by the DuPage County Forest Preserve District, the Cook County Forest Preserve District, the Kane County Forest Preserve District, or by the State of Illinois; however, the buildings, enclosed areas, enclosed public places, and the public entrances thereto on any such park district, or forest preserve district property shall be subject to the prohibitions on smoking and vaping set forth in this chapter.
3. The Bartlett Hills Golf Course; however, this exemption shall not apply to the Clubhouse at the Bartlett Hills Golf Course, which is an enclosed public place, but this exemption shall apply to the open air dining area on the south veranda of the Bartlett Hills Clubhouse.

#### **4-4-11: PENALTIES:**

- A. Any person who smokes or vapes in an area where smoking or vaping is prohibited under the provisions of this chapter shall be guilty of an offense punishable by a fine of not less than \$100.00 and not more than \$250.00.
- B. Any person who owns, manages, operates or otherwise controls an enclosed public place, a place of employment, or a designated open air dining area where smoking or vaping is prohibited under the provisions of Section 4-4-6 who knowingly allows any person to smoke or vape in an enclosed public place, place of employment or designated open air dining area, shall be shall be guilty of an offense punishable by a fine of not less than:
  1. \$250.00 for the first violation;
  2. Not less than \$500.00 for a second violation within one year after the first violation; and
  3. Not less than \$2,500.00 within one year after the second violation.

If offenses occur more than one year from a prior offense date, the cycle of minimum fines set forth in this section shall renew. Upon a third violation within a two-year period by a person/entity holding a village license or permit, the Village President, after a hearing in which the violator may contest the violation or penalty, may suspend or revoke any Village license or permit for the premises in which the violation occurred.

- C. Each day that any violation of this chapter shall continue shall constitute a separate offense.

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

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

**SECTION FOUR: EFFECTIVE DATE.** This Ordinance shall become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

STATE OF ILLINOIS                    )  
  ) SS:  
COUNTIES OF COOK,                 )  
DUPAGE AND KANE                    )

CERTIFICATE OF PUBLICATION

I, Lorna Giles, certify that I am the duly elected and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

I further certify that on \_\_\_\_\_, 2019, the Corporate Authorities of the Village of Bartlett passed and approved Ordinance 2019-\_\_\_\_\_, entitled:

AN ORDINANCE AMENDING TITLE 4 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 4 THERETO ENTITLED "SMOKE AND VAPE-FREE AIR REGULATIONS" TO BE KNOWN AS "THE BARTLETT SMOKE AND VAPE-FREE ORDINANCE"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance 2019 - \_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the Bartlett Municipal Building, commencing on \_\_\_\_\_, 2019, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

Dated at Bartlett, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[SEAL]

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Brine Maker Purchase**  
**Date:** October 7, 2019

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Sourcewell Cooperative Contract, a Cooperative of State municipalities, has awarded contract # 080114-MTE for the purchase of a Cargill Accubatch Brine Maker to Monroe Truck Equipment in Monroe, WI.

This item will assist in snow removal and plowing operations during the winter months to lessen our dependence on purchased salt. This item was originally included with the additional salt storage building that is no longer necessary to build, but was approved by the Village Board with the Capital Budget.

The price per specifications (\$28,249) will be delivered at the final price of \$28,949 due to a \$700 shipping fee.

## Motion

**MOTION TO APPROVE THE PURCHASE OF ONE (1) CARGILL ACCUBATCH BRINE MAKER  
FROM MONROE TRUCK EQUIPMENT IN MONROE, WI.**



# Agenda Item Executive Summary

Item Name      Project Oak Approval of PICA      Committee or Board      Board

<b>BUDGET IMPACT</b>			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
<b>EXECUTIVE SUMMARY</b>			
<p>Attached is the Resolution of the Public Improvement Completion Agreement between the Village of Bartlett, TDS ESC Brewster Creek III, LLC and Triumph Construction Services for Project Oak.</p> <p>The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way onto the property</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo Resolution Agreement			

## **ACTION REQUESTED**

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOTION TO APPROVE RESOLUTION # 2019-\_\_\_-R, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENT COMPLETION AGREEMENT FOR PROJECT OAK AMONG THE VILLAGE OF BARTLETT, TDS ESC BREWSTER CREEK III, L.L.C. AND TRIUMPH CONSTRUCTION SERVICES, CORP.**

Staff:              Dan Dinges, Director of Public Works              Date:              10/7/2019

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Project Oak Approval of PICA**  
**Date:** October 7, 2019

---

Attached is the Resolution of the Public Improvement Completion Agreement between the Village of Bartlett, TDS ESC Brewster Creek III, LLC and Triumph Construction Services Corporation for Project Oak.

The public improvements include water main, storm sewer and storm system, sanitary sewer and the roadway/right-of-way onto the property

## Motion

**MOTION TO APPROVE RESOLUTION # 2019-\_\_-R, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENT COMPLETION AGREEMENT FOR PROJECT OAK AMONG THE VILLAGE OF BARTLETT, TDS ESC BREWSTER CREEK III, L.L.C. AND TRIUMPH CONSTRUCTION SERVICES, CORP.**

RESOLUTION 2019 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENT  
COMPLETION AGREEMENT FOR PROJECT OAK AMONG THE  
VILLAGE OF BARTLETT, TDS ESC BREWSTER CREEK III, L.L.C., AND  
TRIUMPH CONSTRUCTION SERVICES CORP.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Public Improvements Completion Agreement for Project Oak dated as of October 15, 2019, among the Village of Bartlett, TDS ESC Brewster Creek III, L.L.C., and Triumph Construction Services Corp. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to any final minor modifications or revisions approved by the Village Attorney.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - \_\_\_\_\_ enacted on October 15, 2019, and approved on October 15, 2019, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**PUBLIC IMPROVEMENTS COMPLETION AGREEMENT  
FOR PROJECT OAK**

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MADE AND ENTERED into as of the 15<sup>th</sup> day of October, 2019, by and among Triumph Construction Services Corp., an Illinois corporation (the "Contractor"), TDS ESC Brewster Creek III, L.L.C., a Delaware limited liability company (the "Owner/ Developer"), and the Village of Bartlett, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village").

**RECITALS:**

a. Elmhurst-Chicago Stone Company, a Delaware corporation ("ECS"), is the former owner of an approximately 26.32 +/- acre vacant parcel of land lying east of Spitzer Road, north of the Commonwealth Edison right-of-way in the Cook County portion of the Brewster Creek Business Park in the Village of Bartlett, which parcel is legally described on **Exhibit A** attached hereto and is depicted as Lot 1 Bartlett Quarry Assessment Plat recorded as document number 1916518084 with the Cook County Recorder of Deeds (the "Subject Property").

b. Triumph Construction Services Corporation, with the consent of the then owner, ECS, filed a petition with the Village of Bartlett for (1) site plan review and approval; (2) a special use permit to allow a building 50 feet in height; and (3) variations (i) to allow loading doors in the corner side yard (on the North side of the proposed building along the proposed new road to be dedicated and constructed on the Subject Property to be known as Jack Court); and (ii) to reduce the number of required parking spaces under the Zoning Ordinance from 525 to 272 parking spaces, with 253 parking spaces to be land banked (the "Petition").

c. On June 18, 2019, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") passed Ordinance 2019-52, "An Ordinance Approving a Site Plan, Granting a Special Use Permit and Granting Variations for Project Oak" thereby approving the Petition and the plans for the development of the Subject Property, and granting the zoning relief requested therein, but subject to certain conditions, including but not limited to (i) the execution and delivery of a Public Improvements Completion Agreement in form as provided in the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") prior to the issuance of a building permit for the Improvements; and (ii) the execution and delivery of a Landbank Parking Agreement by the Owner/Developer to the Village prior to the issuance of an occupancy permit together with adequate security in the form of a letter of credit, surety bond(s), or cash bond in an amount based on an engineer's estimate to guaranty the completion and installation of up to 253 additional parking spaces and associated landscaping in the event the Corporate Authorities determine in its reasonable discretion that the additional parking on the Subject Property is necessary.

d. Subsequent to the passage of Ordinance 2019-52, ESC BC Venture I LLC, a Delaware limited liability company, an affiliate of ECS and TDC BC III Investor L.L.C., a Delaware limited liability company, formed the Owner/Developer to be a single purpose joint venture entity to own and develop the Subject Property with an approximately 399,696 +/-

S.F. warehouse/distribution/office building together with other public and private improvements thereon (collectively, the "Development"); and

e. ECS submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Development prior to conveying the Subject Property to the Owner/Developer, but which the Owner/Developer has subsequently adopted and has caused its engineer to modify for improvements, including, but not limited to, site grading, soil and erosion control, watermain and/or water service improvements, sanitary sewer and sanitary sewer system improvements, storm sewer and stormwater management system improvements, public roadway access improvements, and landscape improvements (such improvements set forth in the approved Plans, the "Public Improvements") for the Development prepared and subsequently revised by V3 Companies dated 06/21/19, revised 07/16/19, Stamped Approval Review Date 9/16/19 by Village of Bartlett Public Works (the "Plans") and the Village Engineer has approved the Plans.

f. The Owner/Developer has hired Triumph Construction Services Corp. ("Contractor") as its general contractor to construct and install certain private improvements and the Public Improvements, and in that capacity the Contractor will hire various subcontractors and material suppliers to furnish labor and/or material in connection with the installation and/or construction of the Public Improvements.

g. Ordinance 2019-52 provides that ECS or its nominee or successor in interest, and the new owner of the Property if a different entity, or the new Owner/Developer entity and the new developer if a separate entity, is/are required to execute a Public Improvements Completion Agreement ("PICA") wherein the new owner and the new developer if separate entities jointly and several agree and are bound, or the new Owner/Developer entity agrees and shall be bound, to cause the Public Improvement for the Property to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by the Owner/Developer for a period of from 15 months to 22 months after the completion thereof as determined by the Village Engineer, and such other obligations set forth therein, and those set forth herein, and/or in the ordinances of the Village, will be properly secured.

h. The Village granted the Petition by the passage of Ordinance 2019-52 and is permitting the Development to proceed only upon the conditions and restrictions set forth in Ordinance 2019-52 and the Owner/Developer's agreement to cause the Public Improvements for the Development to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Ordinance 2019-40, the Plans, and the Bartlett Subdivision Ordinance (the "Subdivision Ordinance"), the Public Improvements for the Development will be fully paid for, and the Public Improvements for the Development will be maintained by the Owner/Developer and the Contractor for a period of from 15 months to 22 months after their completion as determined by the Village Engineer, and that such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency whereof is expressly acknowledged, it is agreed by and among the parties as follows:

1. Intentionally Omitted.

2. The Owner/Developer promises and agrees: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance and to complete each of the five categories of construction set forth in paragraph 3 on or before the completion dates therein specified; and (ii) to pay or cause to be paid to the Contractor, all prime contractors, subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for a period of 15 to 22 months (the "Maintenance Period") after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Owner/Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Owner/Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Owner/Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Owner/Developer to show that such damage was not caused by the Owner/Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Owner/Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates. The following Public Improvements shall be completed on or before September 15, 2021:

- (i) Soil and erosion control items.
- (ii) Storm sewer, stormwater management system.
- (iii) Water distribution system improvements, including water mains, water service lines, vaults and valve vaults.
- (iv) Sanitary sewer improvements, including sanitary sewer mains, sanitary sewer service lines, and manholes.
- (v) Site grading and driveway aprons outside the respective rights of way.

4. The Owner/Developer or the Contractor shall furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of Six Hundred Thirty-Nine Thousand Eight Hundred and No/100 U.S. Dollars (\$639,800.00). Said construction security is in addition to any security required to be posted by the owner/Developer to secure its obligation to construct and install land banked parking stalls and landscaping under a separate Landbank Parking Agreement to be entered by the Owner/Developer and the Village as a further condition of Ordinance 2019-52. The construction security to secure the Owner/Developer's and Contractor's obligations under this Agreement shall be in the form of (i) a (1) Performance Bond, and (2) a Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "Performance and Payment Letter of Credit", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "Cash Bond", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney.

5. (i) Prior to commencing work on the Property, the Owner/Developer shall furnish an Owner's Sworn Statement(s), and the Contractor and all other prime contractor(s) then under contract by the Owner/Developer to perform the Public Improvements work, or any portion thereof, shall each furnish to the Village Contractor's Sworn Statement(s), and (ii) upon completion of the Public Improvements work and submission to the title insurance company serving as the construction escrow agent, the Contractor and all other prime contractor(s) then under contract by the Owner/Developer to perform the Public Improvements work, or any portion thereof, shall furnish copies of such Owner's Sworn Statement(s) and Contractor's Sworn Statements and final waivers of lien submitted to the construction escrow agent from itself, themselves and from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Performance Bond, Labor and Material Payment Bond, Maintenance Bond, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance) (hereinafter sometimes referred to as a "Maintenance Letter of Credit"), Irrevocable Cash Deposit Agreement, or other security that the Owner/Developer or the Contractor shall have caused to be posted with the Village to secure their respective and mutual obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security. The Owner/Developer or the Contractor shall elect and furnish one or more of the following alternative types of security (without duplication for any particular obligation) to the Village to secure its or their respective obligations hereunder as set forth set forth in subsections A (Surety Bonds), B (Letters of Credit), or C (Cash Bonds) of this paragraph 6:

A. Surety Bonds.

i. The Performance Bond and the Labor and Material Payment Bond shall be maintained and renewed by the Owner/Developer or the Contractor and shall be

held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Bond.

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer or the Contractor shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Owner/Developer and the Contractor within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Performance Bond, then the Owner/Developer or the Contractor shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Performance Bond, the Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions are inserted in such bond or not:

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent

of the State or of any political subdivision thereof and the Principal has been made.”;

and

(b) “Upon the default of the Principal and/or TDS ECS Brewster Creek III, L.L.C. (the “Owner/Developer”) with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor’s right to proceed with the work, and written notice of that default and termination by the State or any political subdivision to the Surety (“Notice”), the Surety shall promptly remedy the default by taking one of the following actions:

(1) “The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision; or

(2) “The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

“The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond.”

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court of Cook County, Chancery Division, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.A.iii., and if any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses,

including without limitation reasonable legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*) and that have not collected under the Payment Bond. The aggregate amount of the Performance Bond and Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Developer's obligations under this Agreement, the Subdivision Ordinance and Ordinance 2019-52 (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Public Improvements for the Development. Further, none of the Surety Bonds shall be released unless and until the Owner/Developer and the Contractor have presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the cost of the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer or the Contractor shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date,

or (b) the Owner/Developer or the Contractor has not caused another surety company that meets the minimum requirements set forth in paragraph 6 .A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance Bond and/or Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 6 .A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

B. Letters of Credit.

i. The Performance and Payment Letter of Credit shall be maintained and renewed by the Owner/Developer or the Contractor and shall be held in escrow by the Village until the posting of a Maintenance Letter of Credit and satisfaction of the Owner/Developer's other obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Letter of Credit and subsequent acceptance of the Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Letter of Credit.

ii. Maintenance Letter of Credit. Prior to any required acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Developer shall post a new standby letter of credit in the amount of 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original amount of the Performance and Payment Letter of Credit as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Letter of Credit"). The Maintenance Letter of Credit shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which the defect or deficiency the Village notified the Owner/Developer and the Contractor within the Maintenance Period and proof of full payment of the cost of correction. If the Village is required to draw on the Maintenance Letter of Credit by reason of the failure of the Owner/Developer and the Contractor, or either of them, to fulfill their respective obligations under this Agreement, then the Owner/Developer or the Contractor shall

within ten days thereafter cause the Maintenance Letter of Credit to be increased to its full original amount.

iii. Form of Letters of Credit and Issuer Requirements. The Performance and Payment Letter of Credit and the Maintenance Letter of Credit shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued from a bank or financial institution (a) acceptable to the Village, (b) having capital assets of at least \$50,000,000 and a capital asset ratio of at least 6%, and (c) insured by the Federal Deposit Insurance Corporation or otherwise federally insured. Each letter of credit (a) shall be irrevocable and shall not be cancelled without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer or the Contractor prior to any draw on it by the Village, (c) shall not allow for any right of set off by the issuer thereof as to any amounts due from the Owner/Developer or the Contractor to the issuer, (d) shall be construed under the laws of Illinois, and (e) if at any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Standby Letter of Credit from a different issuer meeting the minimum requirements set forth in Section 11-9-9:A.3 of the Subdivision Ordinance, and if any applicable obligation of the Owner/Developer or the Contractor for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, (i) call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of the applicable obligations or employ the proceeds to complete such obligations and reimburse the Village for any and all costs and expenses, including without limitation reasonable legal fees and administrative costs incurred by the Village, as the Village shall reasonably determine, and thereafter use the remaining proceeds, if any (ii) for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/*et seq.*). The aggregate amount of the letter of credit may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (v) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Owner/Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Performance and Payment Letter of Credit be reduced below 150% of the amount certified by a licensed engineer retained by the Developer as to the value of the remaining work as confirmed by the Village Engineer, and in no event below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statement(s), general contractor's sworn statement(s) and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with copies of interim endorsements issued by the title company and supporting documents furnished to the Village. No

reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor of all contractors, subcontractors, and material suppliers performing such work or furnishing such materials. The Maintenance Letter of Credit shall not be reduced by reason of any cost incurred by the Owner/Developer or the Contractor to satisfy its obligations under this Agreement.

iv. Replenishment of Letters of Credit. If at any time the Village determines that the Performance and Payment Letter of Credit is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Letter of Credit are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Developer shall cause the issuer to increase the amount of the appropriate letter of credit to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may draw down the entire remaining balance of the applicable letters of credit and pursue any deficiency from such Owner/Developer.

v. Replacement Letter of Credit. In the event the issuer of the Performance and Payment Letter of Credit has issued a notice of non-extension, and (i) the Owner/Developer and/or its Contractor has or have not performed all of their respective obligations under this Agreement and the Subdivision Ordinance as determined by the Village in its sole discretion; and (ii) either (a) the issuer of the Performance and Payment Letter of Credit has not issued a retraction of its notice of non-extension more than 30 days prior to its expiration date, or (b) the Owner/Developer or the Contractor has not caused another financial institution that meets the minimum requirements set forth in Section 11- 9-9:A.3. of the Subdivision Ordinance to issue a replacement standby letter of credit in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may draw on the Performance and Payment Letter of Credit. If at any time the Village determines that the bank issuing either the Performance and Payment Letter of Credit or the Maintenance Letter of Credit is without capital assets of at least \$50,000,000 and a capital to asset ratio of not less than 6%, is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate letter of credit at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Developer provide a replacement letter of credit from a bank satisfactory to the Village. The replacement letter of credit shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement letter of credit

meeting said requirements, the Village shall surrender the original letter of credit to the issuer of the original Letter of Credit.

C. Cash Bonds.

i. A cash bond paid by the Owner/Developer pursuant to an Irrevocable Cash Deposit Agreement shall be held by the Village Treasurer in escrow by the Village to guaranty the Owner's/Developer's and the Contractor's respective obligations under this Agreement, the Subdivision Ordinance, and the Village Approvals, including the Owner's/Developer's Maintenance Obligations. Upon satisfaction of the Owner's/Developer's and Contractor's other respective obligations required for acceptance of the Public Improvements by the Corporate Authorities under the Subdivision Ordinance, the Cash Bond may be reduced to 15% of the actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original Cash Bond amount (the "Maintenance Amount") as security for the performance of the Owner's/Developer's maintenance obligations under this Agreement and the Subdivision Ordinance (the "Maintenance Cash Bond"). The Maintenance Cash Bond shall continue to be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period set forth in this Agreement, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw on the Maintenance Cash Bond by reason of the Owner's/Developer's or the Contractor's failure to fulfill its respective obligations under this Agreement, then the Owner/Developer shall within ten (10) days thereafter cause the Maintenance Cash Bond to be increased to its full original amount. In the event the Owner/Developer has posted a Cash Bond and the Owner/Developer fails to perform each of its obligations under this Agreement, the Subdivision Ordinance and the Village Approvals, or under any of them, the Village shall provide a notice of such default to the Owner/Developer, and the Owner/Developer shall have thirty (30) days (the "Cure Period") to cure any such default. In the event any and all defaults set forth in the notice of default are not cured within the Cure Period, the Village may use the funds held pursuant to the Irrevocable Cash Deposit Agreement to pay for the completion and maintenance of the Public Improvements, and after completion thereof, for the payment of labor and material provided by Contractor, and any contractors other than the Owner/Developer, and their respective subcontractors and material suppliers with respect to the Public Improvements.

ii. Form of Cash Bond. The Cash Bond shall be paid and held pursuant to the terms of the Irrevocable Cash Deposit Agreement shall be in a form prescribed in the Subdivision Ordinance except for such deviations and modifications therefrom that are satisfactory to the Village Attorney. The Cash Bond (a) shall be irrevocably pledged as security to the Village to secure the Owner's/Developer's obligations and shall not be cancelled or subject to withdrawal without the prior consent of the Village, (b) shall not require the consent of the Owner/Developer prior to any draw on it by the Village, (c) shall not be subject to claims of any creditor of the Owner/Developer or the Contractor, or to levy, garnishment or hypothecation. If any applicable obligation of the Owner/Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice

other than the notice of default and without being required to take any further action of any nature whatsoever, (i) draw down the cash bond and use the proceeds as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any (ii) for the payment of contractors other than the Owner/Developer, subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under the Public Construction Bond Act (30 ILCS 550/et seq.). The aggregate amount of the Cash Bond may be reduced only for completed categories of the Public Improvements work as those categories and time schedule are described in subparagraphs (i) through (v) inclusive of paragraph 3 of this Agreement, but only after joint direction by the Owner/Developer and the Village, either to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the Village Clerk, or to reimburse the Owner/Developer for payment of Public Improvement work satisfactorily completed, but in no event shall any such reduction cause remaining balance of the Cash Bond be reduced below 150% of the amount certified by a licensed engineer as to the value of the remaining work as confirmed by the Village Engineer, or below the Maintenance Amount, and further provided that all work that has been completed for which a reduction is sought has been fully paid for based on said engineer's review of owner's sworn statements, general contractor's sworn statements and applicable lien waivers, or have been paid through a construction escrow established at an Illinois title company, with interim title endorsements issued by said title company for each draw covering both private improvements and Public Improvements, with copies of documents furnished to the Village. No reduction for payment of Public Improvement work satisfactorily completed shall be allowed, except after presentation by the Owner/Developer to the Village Attorney of proper owner's sworn statements, contractors' sworn statements, partial or final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate satisfactory completion of the Public Improvement(s) in question and full payment therefor and of all contractors, subcontractors, and material suppliers of every tier performing such work or furnishing such materials. After acceptance of the Public Improvements by the Corporate Authorities and reduction of the Cash Bond to the Maintenance Amount, the Maintenance Cash Bond shall not be reduced by reason of any cost incurred by the Owner/Developer to satisfy its obligations under this Agreement.

iii. Replenishment of Cash Bond. If at any time the Village determines that the Cash Bond is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Cash Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten (10) days after a demand by the Village, the Owner/Developer shall deposit additional funds with the Village to increase the amount of the Cash Bond to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, otherwise the Village may

draw down the entire remaining balance of the Cash Bond and pursue any deficiency from such Owner/Developer.

7. The Owner/Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, reasonable attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner/Developer to the Village under this Agreement, and Ordinance 2019-52, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Property.

8. The Owner/Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements.

9. Owner/Developer shall procure and furnish and pay for all permits, licenses and other governmental approvals and authorizations necessary to construct, install and complete the Public Improvements and all costs incidental thereto.

10. Owner/Developer shall pay all applicable federal, state, county and local taxes, and shall pay prevailing wages, if applicable.

11. Intentionally Omitted.

12. Intentionally Omitted.

13. Title to all underground improvements and other personal property required by the Subdivision Ordinance shall be transferred to the Village by appropriate Bill of Sale prior to acceptance by the Village. The Owner/Developer shall remain responsible for the maintenance of all of the Public Improvements in the Development until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner/Developer shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Corporate Authorities

14. In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Public Improvements in or on the Property to protect the health, welfare and safety of the public, the Village may perform such repairs, and the Owner/Developer shall reimburse the Village promptly for the costs so incurred.

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Performance Bond) to take over and complete the Public Improvements, the Owner/Developer, for itself and for its successors in interest and assigns, hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or

on behalf of either of them, to complete the Public Improvements (the "Village Designees") in, under, upon, across, through and under the Property, and hereby assigns on a non-exclusive basis, such assignable right and interest, if any, in off-site easements, licenses or leases granted to the Owner/Developer to install or construct any off-site Public Improvements to serve the Development, to the Village and/or the Surety. In the event of such takeover of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. The Owner/Developer, the Contractor, and each other prime contractor if the Owner/Developer hires more than one contractor to construct and install the Public Improvements), each referred to for purposes of this paragraph as "Contractor", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Development, or alternatively, the aggregate limit shall not be less than \$2,000,000.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover

liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

#### C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### D. Workers Compensation Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Village and its officers, officials, employees and agents for recovery of damages arising out of or incident to the Contractor's work.

#### E. General Insurance Provisions.

##### (i) Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in a stop work order at the Village's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

(ii) Acceptability of Insurers.

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

(iii) Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(iv) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

(v) Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. Right of Entry. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner/Developer or the Contractor (i) has failed to timely complete any of the five categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner/Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to the Owner/Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover the Owner's/Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner/Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner/Developer shall, after demand by the Village, pay the required amount to the Village.

18. Use of Funds in the Event of Breach of Agreement. If the Owner/Developer fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, draw on and retain all or any of the funds remaining in the Performance and Payment Letter of Credit, the Maintenance Letter of Credit or the Irrevocable Cash Deposit, or demand the surety perform its obligations under the Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner's/Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds, Standby Letter of Credit (Performance and Payment), and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Letter of Credit, Maintenance Bond or Maintenance Cash Deposit should have been maintained by the Owner/Developer, then the Owner/Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Owner/Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Public Improvements shall be deemed a third party beneficiary under the Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public

Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. Village Lien Rights. If any money, property, or other consideration due from the Owner/Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by the Owner/Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor from the lien of any subsequent charge.

20. Hold Harmless. Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense.

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due

and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Performance and Payment Letter of Credit, Maintenance Letter of Credit, or Cash Bond, and/or to enforce and compel performance on any Performance and Payment Letter of Credit, Maintenance Letter of Credit if any draw is dishonored, and on any Performance Bond, Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits in the event the Village deems the terms of this Agreement to have been violated.

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, reasonable attorneys' fees and costs and expenses incurred by the Village in any successful enforcement thereof. In addition, if the Owner/Developer does not pay any fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, or if the appropriate security is not deposited, withhold approval of plat of subdivision until the appropriate security is delivered. Village may use remedies available to it to collect such fees and charges as are due.

22. Exercise of Home Rule Power. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court for the 18<sup>th</sup> Judicial Circuit, DuPage County, Illinois. The Owner/Developer agrees to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Owner/Developer under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103  
Attention: Paula Schumacher, Village Administrator

With a copy to: Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, IL 60172

To the Owner/Developer: TDS ESC Brewster Creek III, L.L.C.  
c/o TDC Logistics Company, L.L.C.  
200 West Madison Street, Suite 1200  
Chicago, IL 60606  
Attn: Darcie Fankhauser  
Darcie.fankhauser@transwestern.com

With copies to: Byron Faermark  
1900 South Highland Avenue  
Suite 100  
Lombard, IL, 60148  
and  
Drane & Freyer Limited  
200 West Madison Street, Suite 2800  
Chicago, IL, 60606  
Attn: Wendy Freyer  
wfreyer@dflaw.com

To the Contractor: Triumph Construction Services Corp.  
425 North Martingale Road – Suite 1280  
Schaumburg, IL, 60173

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNER/DEVELOPER:  
TDS ESC BREWSTER CREEK III, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
Kevin Wallace, Village President

Attest:

CONTRACTOR:  
TRIUMPH CONSTRUCTION SERVICES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

\_\_\_\_\_  
Lorna Giles, Village Clerk