VILLAGE OF BARTLETT
BOARD AGENDA
JULY 21, 2020
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 – July 7, 2020

*7. BILL LIST: July 21, 2020

8. TREASURER'S REPORT: May, 2020
   Sales Tax Report – March, 2020
   Motor Fuel Tax Report – April, 2020

9. PRESIDENT'S REPORT: CALEA Award
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 Approving an Amendment to the Real Estate Sale and Purchase Agreement Between More Dusty, LLC and the Village of Bartlett
   *2. Resolution Approving of the Listing Extension Agreement to the Exclusive Right to Sell Contract Between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
   1. Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan
   *2. Resolution Approving of Disbursement Request for Payout No. 18 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project
   *3. Resolution Approving a Software Services Agreement and an Order Form for Professional Statement of Work Between OpenGov, Inc. and the Village of Bartlett

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE
   1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
   1. Resolution Approving the Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program

F. PUBLIC WORKS COMMITTEE, CHAIRMAN (OPEN)
   *1. Resolution Authorizing the Execution of the Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing.
   *2. Resolution Approving of the Agreement Between the Village of Bartlett and CAM, LLC for the 2020 Pavement Preservation Treatment Project
   *3. Resolution Authorizing Participation in the ComEd Green Region Program for the Creek Restoration Project

13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT

VILLAGE OF BARTLETT
BOARD MINUTES
July 7, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of July 7, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on July 7, 2020 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

PRESENT: Trustees 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, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Paul Petersen, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Matt Soules from Village Church of Bartlett 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 Item 1 and 2 under Building & Zoning, Ordinance 2020-58, an Ordinance Approving a Site Plan and Granting Special Use Permits for Culver's of Bartlett and Resolution 2020-59-R, a Resolution Approving of the Agreement Between the Village of Bartlett, Merch Foods One, Inc. and Merch Network One,LLC for the Provision of Financial Assistance in the Form of a Sales Tax Rebate (for a Culver's Restaurant at 1430 Route 59, Bartlett) to the Consent Agenda.

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

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

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

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

Trustee Deyne 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 Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
MOTION CARRIED

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

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT

President Wallace read a Proclamation that remembered and honored Village Trustee Michael E. Camerer for all of his accomplishments to the Village.

President Wallace read his own personal message to Trustee Camerer.

"The Road Less traveled - that's what comes to my mind when I pray about Dr. Michael Camerer's involvement throughout the Bartlett community for the last 30 years. He was a great friend and wise colleague. Frankly, I really had a hard time understanding why god would pluck such a devoted servant leader from our community and his family without a single warning sign of his departure. Time provides revelation. Now, through a lot of prayer and tears it has become more clear to my simple mind. I can see why god would want to come face to face with some of his best work. Mike didn't just take on a single pursuit when he chose to take the road less traveled. No, Mike served wherever he was called and even where he was asked to serve. As a tribute to our dearly missed friend, neighbor and colleague - I challenge all of us to GET INVOLVED with your community. I believe this would be the greatest gift we can give to Michael's legacy and his family – Michael would say "offer to be a part of the solution versus complaining about the problem". A few particular organizations with which Mike devoted a lot of his spare time serving and building community include: Bartlett Rotary Club; Village of Bartlett; Boy Scouts of America; Bartlett Area Chamber of Commerce; Bartlett Veterans Memorial Foundation. The Bartlett community has lost an especially talented, humble, and gracious leader. Please act on any invitation to get involved in building a better Village in the spirit and memory of Dr. Michael Camerer."

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne thanked public works and stated that on June 26th at 10:00 p.m. a parkway tree came down and was partially blocking the road. Public Works staff did an absolutely wonderful job in removing it. He thanked Joey Dienberg and Pam Rohleder for the 1991 Centennial Fourth of July Parade video presentation. He stated that the Village did not have a parade or fireworks because of the pandemic and the video brought back a lot of memories and faces of people that have since passed.

Village Administrator Paula Schumacher stated that the village president declared this meeting necessary to be held in this hybrid fashion due to the COVID pandemic and the Board is partially remote and partially in-person for quorum purposes.

11. TOWN HALL

Planning & Development Director Roberta Grill stated that she has two requests to read into the record as follows:

Jim Peplow, 1452 Quincy Bridge Road [Brentwood HOA Board President]

Ms. Grill stated that he emailed staff with concerns with the Culver's restaurant and how it may increase traffic along Quincy Bridge Road and how the lighting would spill-over as well as how the increased traffic would be policed. Her staff, pubic works and the police department all responded to Mr. Peplow today via an e-mail. She summarized that she was told that the increased traffic flow which will occur from the Culver's will be monitored and if there is a need for an updated traffic study, they can have one done. If improvements are needed for a left turn lane onto Schick Road off of Quincy Bridge, they would take a look at it and will respond if they have resident concerns. As far as lighting is concerned, Culver's indicated that they will be "dark sky compliant" which means that they have taken the extra effort to minimize any glare from their property and will reduce the light that trespasses from their property. All lights on the property will be fully shielded and the blue light that is emitted will be minimized during the nighttime hours. The final issue is policing increased traffic that may occur. The police chief stated that they conduct residential patrols as well as radar parking enforcement and perform business checks throughout all of the shifts and will continue to do that for this area.

Nicholas Varchetto, 1201 Lynnfield Lane

Ms. Grill read his email into the record: "I recently moved to Bartlett in December of last year and live at 1201 Lynnfield Lane. As a site development professional myself I have taken great interest in the industrial development going on west of my property on Stearns. I think so far everything looks nice. My one question I have for the board and maybe planning and development would be why it seems they are not completing the west side of Lynnfield's right-of-way (ROW)? The sidewalk now ends at their property line and does not continue to Stearns. In my experience it is always the developers responsibility to finish completing ROW improvements adjacent to newly developed land. I thought it was possibly phasing, but it looks as though they have finished all earthwork and landscaping. If no sidewalk or parkway trees are proposed, I would question why the developer was given a free pass on this basic requirement. Thank you for your time."

Ms. Grill stated that she reached out to Mr. Varchetto and told him that when Stearns and Munger petitioned the Village, they requested a modification from the subdivision ordinance to eliminate the sidewalk requirements. They felt that a sidewalk on Munger Road would provide no connection since there are no sidewalks in the Brewster Creek Business Park. There is a bike path along Brewster Creek Blvd. further west. Staff concurred with that because the sidewalk would lead to no connection. On Lynnfield Lane there was an existing sidewalk on the east side, opposite this project, which is directly adjacent to the Green Meadows Park which provides the residents of the Weathersfield subdivision access to the park. Rather than make the developers put in a sidewalk on Lynnfield Lane, the staff negotiated a 10' wide bike path be placed on Stearns

Road which would provide a greater community-wide benefit. Mr. Varchetto agreed that it was a greater benefit to the community to have the bike path.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2020-58, an Ordinance Approving a Site Plan and Granting Special Use Permits for Culver's of Bartlett and Resolution 2020-59-R, a Resolution Approving of the Agreement Between the Village of Bartlett, Merch Foods One, Inc. and Merch Network One,LLC for the Provision of Financial Assistance in the Form of a Sales Tax Rebate (for a Culver's Restaurant at 1430 Route 59, Bartlett) and Ordinance 2020-60, an Ordinance Accepting the Public Improvements for Cathay Industries Building at 2340 Kenyon Road were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE

President Wallace stated that there was no report. He asked for a moment of silence for Trustee Camerer.

13. NEW BUSINESS

Trustee Deyne recognized staff birthdays and anniversaries.

President Wallace stated that he has several residents scheduled for replacement Trustee interviews over the next couple of weeks. He asked the Board to contact Lorna

Giless with any referrals by next week. He will have recommendations for the Board after that.

Trustee Carbonaro stated that he spoke with Ms. Schumacher regarding a memoriam for Trustee Camerer and wondered if there was any discussion on that.

Ms. Schumacher stated that the Mayor asked her to think of a fitting memorial for Dr. Camerer and it is something that she and staff are working on. She welcomed any suggestions from the board.

Trustee Carbonaro stated that the flower pots were very important to Trustee Camerer and thought they could come up with some type of fund to continue that in his memory.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that they would be going directly into the Committee of the Whole meeting following adjournment.

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

The meeting was adjourned at 7:22 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 7, 2020

1. CALL TO ORDER

President Wallace called the regular Committee meeting of July 7, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:22 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular Committee meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on July 7, 2020 at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

PRESENT: Chairmen 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, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Paul Petersen, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

BUILDING & ZONING, CHAIRMAN HOPKINS

BCBP Lot 12B (Tomart) – Site Plan Review and Special Use Permit

Chairman Hopkins presented the Brewster Creek Business Park Lot 12B Site Plan Review/Special Use Permits and asked the Planning and Development Services Director, Roberta Grill to summarize.

Ms. Grill stated that the petitioner is requesting Site Plan Review for a proposed 25,000 sq. ft. warehouse building on the east side of Humbracht Circle. The building would be gray with red accents and constructed with precast concrete wall panels at a maximum

height of just under 35'. Two curb cuts are proposed for Humbracht Circle. Trucks will enter the site from the southern curb cut and exit at the northern cub cut. Passenger vehicles will utilize the north curb cut only. The petitioner is requesting a special use to allow for outdoor storage of trailers on the site. The site plan currently shows 51 truck stalls. They are also requesting to amend Ordinance 2000-54. This ordinance approved of the preliminary plat of subdivision for the entire eastern half of Brewster Creek Business Park. The ordinance required an 11-foot-tall berm to be installed along the 50-foot landscaping easement on the eastern property line. At the time this ordnance was written, the grade plans had not been finalized. The proposed building would be 28' lower than the residential subdivision located to the east. The requirements for a berm to be located along the eastern property line would serve no purpose and would not be visible to the homes. There is a ComEd right-of-way that is approximately 205' wide that provides a buffer from the site to the single-family homes. There is also an open space area located east of the right-of-way. Staff prepared an exhibit that shows the distanced from the nearest home to the truck parking which would be 438 feet at the southern location and 528 feet to the building. Staff agrees to eliminate the amendment for the 11-foot-high berm. The petitioner is here tonight if you have any questions.

The item was forwarded on to the Plan Commission for a public hearing.

FINANCE AND GOLF, CHAIRMAN DEYNE

Elmhurst Chicago Stone TIF Budget Amendment

Todd Dowden, Finance Director, stated they are looking at an amendment to the Brewster Creek TIF Budget. Jeff Brown from Elmhurst Chicago Stone is here tonight if you have any questions. He is requesting the budget be increased $3,000,000 to develop the remaining undeveloped sites in Cook and DuPage Counties. This would be the second budget amendment with the last one being in 2016, when bonds were issued. If the TIF budget is increased, it would allow the Village to issue another developer note not to exceed $3,000,000. The budget is being increased by the Consumer Price Index. In 1999, the original budget was $30,000,000. In 2016 it was increased to $44,000,000. This would add three more years of inflation on it which would bring it up to about $48,000,000. The 2016 Developer Note which was not to exceed $11,000,000 still has a little over $4,000,000 left on the Note and will be used to complete the remainder of Spitzer Rd. as well as Lot #1, #3 and #4 in Cook County. The $3,000,000 would be for Lot #2 in Cook and Lot #'s 8 and 12 in DuPage County. Currently, TIF Bonds outstanding, there is $16,095,000 in the 2007 and 2016 bonds. The 2016 Developer Note has a balance of just over $3,000,000. Increment collected in 2020 will be just about $606,000,000 for the TIF Project Fund this year. With the average increases and new construction added in Cook County, we are projecting funds will be available to pay back the additional $3,000,000. The TIF is not an obligation of the Village and will be paid fully from the increment of the property taxes. Even though the budget is being amended, we are not

extending the life of the TIF and it will still be ending in December of 2023. If the budget is amended, we send notices to the taxing districts to the change of the TIF budget and then approve a Supplemental Redevelopment Agreement and then approve an ordinance to issue an additional Redevelopment Note in the amount of $3,000,000.

Chairman Hopkins asked who regulates the 7% interest rate and where did it come from.

Mr. Dowden stated that this is an interest rate that has been used on the last Developer Note. The reason why it is higher is because all the risk is on the developer as far as producing the development and making sure the increment is made to repay for the bonds.

Chairman Hopkins stated that he didn't think there was much risk so he wanted to know if that could be amended.

Village Attorney Bryan Mraz stated that it is not something that needs to be amended. It is not our obligation. They will borrow against the Developer Note at the bank and that is something to consider. They may request some additional disclosures, such as the bonds be tax exempt. Because they own all the land and pay a large portion of the real-estate taxes that provide the increment, the high interest rate is appropriate and partly because these bonds are subordinate to some of the outstanding debt which justifies the higher interest rate. The tax payers are not paying any of this.

President Wallace stated that it is not a burden to the taxpayers at all. It is an internal thing between the developers and the TIF program. Typically, this is the way it is written.

Mr. Mraz stated that no residents are paying for it unless they own property in the business park, but it is all paid out of the real-estate taxes from the improved development.

Chairman Hopkins confirmed that it cannot be amended.

Mr. Mraz stated not really, there would not be a basis to do that.

President Wallace stated that it is not in the Villages position to amend it. Elmhurst Chicago Stone might want to amend it, but it's not our responsibility.

Mr. Mraz stated that there is no reason to do it because it is not a Village expense or detriment.

The item was forwarded on to the Village Board for a final vote.

Chairman Deyne moved to adjourn and that motion was seconded by Chairman Carbonaro.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 8:40 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/21/2020

100-GENERAL FUND REVENUES

420210-CONTRACTORS LICENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YES CONSTRUCTION INC	CONTRACTOR LICENSE REFUND	50.00
	INVOICES TOTAL:	**50.00**

1100-VILLAGE BOARD/ADMINISTRATION

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	120.06
1 WAREHOUSE DIRECT	TONER	190.63
	INVOICES TOTAL:	**310.69**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TAX INCREMENT ASSOC	ANNUAL DUES	850.00
	INVOICES TOTAL:	**850.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.76
1 MARK YOUR SPACE INC	PANEL SIGN	30.00
	INVOICES TOTAL:	**61.76**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	907.50
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	INVOICES TOTAL:	**2,907.50**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	72.00
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,170.00
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,800.00
	INVOICES TOTAL:	**3,042.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	1,226.00
1 METRA	SPAULDING ROAD QUIET ZONE	2,196.13
	INVOICES TOTAL:	**3,422.13**

** Indicates pre-issue check.

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIENT LEASING USA INC	POSTAGE METER LEASE PAYMENT	426.45
	INVOICES TOTAL:	**426.45**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF NOTE	17.67
	INVOICES TOTAL:	**17.67**

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	51.72
	INVOICES TOTAL:	**51.72**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	53.87
	INVOICES TOTAL:	**53.87**

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	595.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,700.00
	INVOICES TOTAL:	**2,295.00**

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CELLEBRITE INC	SOFTWARE RENEWAL	3,700.00
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	650.27
	INVOICES TOTAL:	**6,940.27**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 VERIZON WIRELESS	WIRELESS SERVICES	90.20
1 VERIZON WIRELESS	WIRELESS SERVICES	1,086.73

** Indicates pre-issue check.

	INVOICES TOTAL:	**1,176.93**

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MICROSOFT LIFECAM	155.23
1 ID NETWORKS	ANNUAL MAINTENANCE AGREEMENT	2,700.00
	INVOICES TOTAL:	**2,855.23**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	158.74
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	68.07
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	144.20
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	425.93
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	184.39
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	362.28
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	20.00
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	406.80
1 MR CAR WASH	CAR WASHES/APR-JUNE 2020	173.42
	INVOICES TOTAL:	**1,943.83**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	37.48
	1 AMERICAN SOLUTIONS FOR BUSINESS	COMPLIANCE TICKETS	878.95
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	104.34
	1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
	1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	214.38
		INVOICES TOTAL:	**1,357.94**

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	HOLSTER	107.99
1 RAY O'HERRON CO INC	UNIFORM APPAREL	166.95
	INVOICES TOTAL:	**274.94**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ENVELOPES	96.15
	INVOICES TOTAL:	**96.15**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	64.56
	INVOICES TOTAL:	**64.56**

** Indicates pre-issue check.

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	AVON GAS MASKS & FILTERS	3,553.68
1 GRAINGER	AVON GAS MASKS & FILTERS	1,174.68
1 WORLDPOINT	CPR MASKS	248.60
	INVOICES TOTAL:	**4,976.96**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL MEMBERSHIP DUES	240.00
	INVOICES TOTAL:	**240.00**

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.11
1 VERIZON WIRELESS	WIRELESS SERVICES	313.73
1 VERIZON WIRELESS	WIRELESS SERVICES	82.88
1 VERIZON WIRELESS	WIRELESS SERVICES	37.28
	INVOICES TOTAL:	**436.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.31
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.34
1 NICOR GAS	GAS BILL	125.57
	INVOICES TOTAL:	**221.22**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,516.60
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	4,639.50
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	381.89
	INVOICES TOTAL:	**6,537.99**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
	INVOICES TOTAL:	**1,001.00**

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	2,113.57
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	2,500.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2020	8,606.00

** Indicates pre-issue check.

1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	976.37
	INVOICES TOTAL:	**14,195.94**

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARY BALDA	PUBLIC SIDEWALK REPLACEMENT	203.00
1 ROBERT MUNDORF	PUBLIC SIDEWALK REPLACEMENT	576.00
1 JOANN RAHN	PUBLIC SIDEWALK REPLACEMENT	756.00
	INVOICES TOTAL:	**1,535.00**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/POST-IT NOTES	63.33
1 WAREHOUSE DIRECT	HAND SOAP	13.19
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	76.42
	INVOICES TOTAL:	**152.94**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	SPARK PLUGS	3.48
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	39.98
1 NAPCO STEEL INC	MAINTENANCE SUPPLIES	114.45
1 RALPH HELM INC	MAINTENANCE SUPPLIES	22.39
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	175.49
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	54.34
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	251.65
1 WEST SIDE TRACTOR SALES	CREDIT - RETURN	-137.55
1 WEST SIDE TRACTOR SALES	EQUIPMENT REPAIRS	1,049.60
	INVOICES TOTAL:	**1,573.83**

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	208.80
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	928.00
1 GRIMCO INC	MAINTENANCE SUPPLIES	256.43
1 WELCH BROS INC	ASPHALT GRINDINGS	80.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	104.00
1 WELCH BROS INC	ASPHALT GRINDINGS	440.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	34.31
	INVOICES TOTAL:	**2,051.54**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING/DRAINAGE SERVICES	996.66
	INVOICES TOTAL:	**996.66**

** Indicates pre-issue check.

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
	INVOICES TOTAL:	**42.42**

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	885.44
	INVOICES TOTAL:	**885.44**

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	1,042.28
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT DRAINAGE/BIKE PATH	1,513.23
1 WELCH BROS INC	GRAVEL/ASPHALT GRINDINGS	159.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	654.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,334.86
	INVOICES TOTAL:	**5,703.37**

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO METROPOLITAN AGENCY	BICYCLE/PEDESTRIAN PLAN	15,000.00
1 CONSTRUCTION & GEOTECHNICAL	CONCRETE TESTING	3,921.00
	INVOICES TOTAL:	**18,921.00**

430000-DEVELOPER DEPOSITS FUND

260158-MPD BOND - FOREST VIEW

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DJK CUSTOM HOMES INC	MPD BOND REFUND	1,775.00
	INVOICES TOTAL:	**1,775.00**

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KHM CI USA LLC	BOND REFUND/2340 KENYON ROAD	36,362.50
	INVOICES TOTAL:	**36,362.50**

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MAY	519,200.99

** Indicates pre-issue check.

	INVOICES TOTAL:	**519,200.99**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	BACKFLOW TRACKING PROGRAM	360.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2020	1,714.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,133.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	INVOICES TOTAL:	**15,501.25**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	313.73
	INVOICES TOTAL:	**313.73**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,305.00
	INVOICES TOTAL:	**1,305.00**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	BARTLETT LEAD ACTION	5,616.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	976.37
	INVOICES TOTAL:	**6,592.37**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	42.47
1 NICOR GAS	GAS BILL	45.26
	INVOICES TOTAL:	**87.73**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	VEHICLE BUMPER	512.86
	INVOICES TOTAL:	**512.86**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,015.00
1 WELCH BROS INC	GRAVEL PURCHASE	397.80
1 WELCH BROS INC	GRAVEL PURCHASE	258.75
	INVOICES TOTAL:	**1,671.55**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 CORE & MAIN LP	MATERIALS & SUPPLIES	237.12
1 CORE & MAIN LP	MATERIALS & SUPPLIES	2,451.67
1 USA BLUE BOOK	MATERIALS & SUPPLIES	198.76
	INVOICES TOTAL:	**2,887.55**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VIKING CHEMICAL COMPANY	CHEMICAL SUPPLIES	682.50
	INVOICES TOTAL:	**682.50**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/POST-IT NOTES	63.33
1 WAREHOUSE DIRECT	HAND SOAP	13.19
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	76.42
	INVOICES TOTAL:	**152.94**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	2,583.55
	INVOICES TOTAL:	**2,583.55**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	945.77
1 GRAINGER	MAINTENANCE SUPPLIES	72.85
1 GRAINGER	MAINTENANCE SUPPLIES	276.83
1 GRAINGER	MAINTENANCE SUPPLIES	29.14
	INVOICES TOTAL:	**1,324.59**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING/DRAINAGE SERVICES	996.67
	INVOICES TOTAL:	**996.67**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE SHERWIN-WILLIAMS CO	PAINT/SUPPLIES	564.98
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
	INVOICES TOTAL:	**607.40**

547072-DWC CAPITAL BUY IN PRINCIPAL

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

** Indicates pre-issue check.

547073-DWC TRANSMISSION LINE-PRINC

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DUPAGE WATER COMMISSION	DWC CONNECTION FACILITIES LOAN	58,335.21
		INVOICES TOTAL:	**58,335.21**

547074-DWC TRANSMISSION LINE-INTEREST

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	2 DUPAGE WATER COMMISSION	DWC CONNECTION FACILITIES LOAN	48,023.94
		INVOICES TOTAL:	**48,023.94**

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	3,000.00
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/STEARNS PUMP STATION	916.56
	INVOICES TOTAL:	**3,916.56**

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2020	1,028.00
	INVOICES TOTAL:	**1,028.00**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	313.73
	INVOICES TOTAL:	**313.73**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	878.40
	INVOICES TOTAL:	**878.40**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	976.37
	INVOICES TOTAL:	**976.37**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	99.74
1 NICOR GAS	GAS BILL	121.87
1 NICOR GAS	GAS BILL	119.62
1 NICOR GAS	GAS BILL	38.74

** Indicates pre-issue check.

1 NICOR GAS	GAS BILL		38.70
1 NICOR GAS	GAS BILL		123.28
1 NICOR GAS	GAS BILL		39.84
1 NICOR GAS	GAS BILL		41.08
1 NICOR GAS	GAS BILL		40.88
1 NICOR GAS	GAS BILL		40.91
1 NICOR GAS	GAS BILL		42.53
1 NICOR GAS	GAS BILL		120.32
		INVOICES TOTAL:	**867.51**

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL		4,172.00
		INVOICES TOTAL:	**4,172.00**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE		1,297.11
		INVOICES TOTAL:	**1,297.11**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 HINCKLEY SPRING WATER CO	DISTILLED WATER		64.20
1 STANDARD EQUIPMENT COMPANY	MANHOLE MATERIALS		496.27
		INVOICES TOTAL:	**560.47**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES		2,516.50
1 HAWKINS INC	CHEMICAL SUPPLIES		2,939.33
1 HAWKINS INC	CHEMICAL SUPPLIES		2,516.50
		INVOICES TOTAL:	**7,972.33**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP		13.19
		INVOICES TOTAL:	**13.19**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	SHIPPING CHARGES		65.30
1 SEBIS DIRECT INC	JULY BILLS POSTAGE		2,583.54
		INVOICES TOTAL:	**2,648.84**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	21.51

** Indicates pre-issue check.

	INVOICES TOTAL:	**21.51**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	140.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING/DRAINAGE SERVICES	996.67
	INVOICES TOTAL:	**1,136.67**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
	INVOICES TOTAL:	**42.42**

546200-PERMIT FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES FEE	17,500.00
1 ILLINOIS EPA	ANNUAL NPDES FEE	500.00
	INVOICES TOTAL:	**18,000.00**

5190-SEWER CAPITAL PROJECTS EXP

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	9,589.25
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	6,389.10
	INVOICES TOTAL:	**15,978.35**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	23.54
	INVOICES TOTAL:	**447.08**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	128.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	97.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	58.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	47.01
1 NICOR GAS	GAS BILL	38.80
1 NICOR GAS	GAS BILL	61.39
1 VERIZON WIRELESS	WIRELESS SERVICES	45.10

** Indicates pre-issue check.

	INVOICES TOTAL:	**476.95**

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	1,684.29
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE	732.00
	INVOICES TOTAL:	**2,416.29**

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 GINA CAMP	DEPOSIT REFUND	100.00
	INVOICES TOTAL:	**100.00**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARCO TECHNOLOGIES LLC	COPIER MAINTENANCE SERVICE	2,265.54
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
1 TOM NEWMAN INC	SIMULATOR AGREEMENT	11,050.00
	INVOICES TOTAL:	**13,356.54**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	209.26
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32.72
1 NICOR GAS	GAS BILL	712.90
	INVOICES TOTAL:	**954.88**

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DE LAGE LANDEN PUBLIC FINANCE LLC	GOLF CART FLEET PURCHASE	49,957.64
	INVOICES TOTAL:	**49,957.64**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P & W GOLF SUPPLY LLC	SLOTTED TOKENS	198.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	28.54
	INVOICES TOTAL:	**226.54**

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRTS	93.73

** Indicates pre-issue check.

	INVOICES TOTAL:	**93.73**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	518.52
	INVOICES TOTAL:	**518.52**

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SKECHERS USA INC	GOLF SHOES	1,002.81
	INVOICES TOTAL:	**1,002.81**

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUB REPAIRS	420.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	1,204.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	179.50
1 TOUR EDGE GOLF MFG INC	GOLF CLUB	246.50
1 TOUR EDGE GOLF MFG INC	GOLF CLUB	145.50
	INVOICES TOTAL:	**2,195.50**

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	88.26
1 ADIDAS AMERICA INC	GOLF APPAREL	94.78
	INVOICES TOTAL:	**183.04**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO DISTRICT GOLF ASSOCIATION	MEMBERSHIP RENEWAL	1,890.00
1 UNITED STATES GOLF ASSOC	ANNUAL MEMBERSHIP DUES	150.00
	INVOICES TOTAL:	**2,040.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	10.20
	INVOICES TOTAL:	**10.20**

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00

** Indicates pre-issue check.

1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
	INVOICES TOTAL:	**200.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10.91
1 NICOR GAS	GAS BILL	169.94
1 NICOR GAS	GAS BILL	237.62
	INVOICES TOTAL:	**418.47**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MATERIALS & SUPPLIES	139.30
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,925.10
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	2,545.63
1 PENDELTON TURF & POND INC	MATERIALS & SUPPLIES	540.00
	INVOICES TOTAL:	**5,150.03**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	518.51
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	303.59
	INVOICES TOTAL:	**822.10**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	172.51
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	442.15
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	17.44
1 REINDERS INC	MAINTENANCE SUPPLIES	198.08
	INVOICES TOTAL:	**830.18**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	AMERICAN FLAGS/MARKER PAINT	380.00
1 BTSI	MAINTENANCE SUPPLIES	10.00
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	234.00
1 LEIBOLD IRRIGATION INC	IRRIGATION SYSTEM REPAIRS	315.00
	INVOICES TOTAL:	**939.00**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NWIGCSA	JULY MEETING REGISTRATION	55.00
	INVOICES TOTAL:	**55.00**

** Indicates pre-issue check.

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TURFGRASS FOUNDATION	MEMBERSHIP RENEWAL	125.00
1 MIDWEST ASSOC OF GOLF COURSE	MEMBERSHIP RENEWAL/M GIERMAK	125.00
	INVOICES TOTAL:	**250.00**

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	MONTHLY GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
	INVOICES TOTAL:	**119.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.45
1 NICOR GAS	GAS BILL	118.81
	INVOICES TOTAL:	**124.26**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	42.38
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	201.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.47
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	150.00
	INVOICES TOTAL:	**481.45**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	159.50
1 ELGIN BEVERAGE CO	BEER PURCHASE	189.93
1 EUCLID BEVERAGE LLC	BEER PURCHASE	330.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	495.65
1 GRECO AND SONS INC	FOOD PURCHASE	39.90
1 GRECO AND SONS INC	FOOD PURCHASE	47.46
1 GRECO AND SONS INC	FOOD PURCHASE	79.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	175.70
1 GRECO AND SONS INC	FOOD PURCHASE	223.28
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	235.45
1 GRECO AND SONS INC	FOOD PURCHASE	374.14
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	88.46
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	69.46
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	57.66
1 LAKESHORE BEVERAGE	BEER PURCHASE	145.88
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	201.19

** Indicates pre-issue check.

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	530.98
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,569.33
	INVOICES TOTAL:	**5,014.66**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	MONTHLY GREASE TRAP MAINTENANCE	50.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
	INVOICES TOTAL:	**108.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.45
1 NICOR GAS	GAS BILL	118.81
	INVOICES TOTAL:	**124.26**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	42.39
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	87.47
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	42.82
	INVOICES TOTAL:	**172.68**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	65.26
1 GRECO AND SONS INC	FOOD PURCHASE	130.44
1 GRECO AND SONS INC	FOOD PURCHASE	107.68
1 GRECO AND SONS INC	FOOD PURCHASE	160.68
1 GRECO AND SONS INC	FOOD PURCHASE	29.97
	INVOICES TOTAL:	**494.03**

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	42.81
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	150.00
	INVOICES TOTAL:	**192.81**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	211.63
1 ELGIN BEVERAGE CO	BEER PURCHASE	126.20

** Indicates pre-issue check.

	1 EUCLID BEVERAGE LLC	BEER PURCHASE	448.50
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	591.20
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	265.60
	1 GRECO AND SONS INC	FOOD PURCHASE	122.00
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	387.40
	1 LAKESHORE BEVERAGE	BEER PURCHASE	100.50
	1 LAKESHORE BEVERAGE	BEER PURCHASE	171.97
	1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	302.40
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	176.87
	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	68.67
	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	186.86
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	191.58
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	289.03
		INVOICES TOTAL:	**3,640.41**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLIED COMMUNICATIONS GROUP	MAINTENANCE AGREEMENT	6,800.00
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINTENANCE	553.36
	INVOICES TOTAL:	**7,353.36**

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
1 SERVICE EXPRESS LLC	EXTENDED HW WARRANTIES	1,104.00
1 THINKGARD	DATAGARD SERVICE AGREEMENT	2,090.90
	INVOICES TOTAL:	**3,283.30**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	87.19
1 UNIFIRST CORPORATION	MATS	87.19
	INVOICES TOTAL:	**174.38**

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	468.01
1 VERIZON WIRELESS	WIRELESS SERVICES	203.55
	INVOICES TOTAL:	**671.56**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	102.82
1 NICOR GAS	GAS BILL	144.10

** Indicates pre-issue check.

	INVOICES TOTAL:	**246.92**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PERSONAL HEATER	25.45
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	786.46
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	152.23
	INVOICES TOTAL:	**964.14**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GIGABIT SWITCH	69.99
1 AMAZON CAPITAL SERVICES INC	MISC TOOLS/SUPPLIES	365.22
1 TOWN & COUNTRY GARDENS	FLOWERS	414.97
	INVOICES TOTAL:	**850.18**

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	NETMOTION ANNUAL SUBSCRIPTION	5,095.92
	INVOICES TOTAL:	**5,095.92**

GRAND TOTAL: **994,362.76**

GENERAL FUND	**68,748.95**
MOTOR FUEL TAX FUND	**18,921.00**
DEVELOPER DEPOSITS FUND	**38,137.50**
WATER FUND	**700,892.59**
SEWER FUND	**55,906.90**
PARKING FUND	**3,340.32**
GOLF FUND	**89,775.74**
CENTRAL SERVICES FUND	**18,639.76**
GRAND TOTAL	**994,362.76**

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
CASH & INVESTMENT REPORT
FISCAL YEAR 2020/21 as of May 31, 2020

Fund	4/30/2020	Receipts	Disburse-ments	5/31/2020	Detail of Ending Balance: Cash	Investments	Net Assets/Liab.	5/31/2020
General	12,282,437	1,208,498	1,444,676	12,046,259	5,225,208	7,727,133	(906,082)	12,046,259
MFT	3,682,738	123,794	0	3,806,533	1,981,171	1,937,520	(112,158)	3,806,533
Debt Service	837,864	25,786	356,184	507,465	181,698	323,731	2,035	507,465
Capital Projects	41,568	452,643	0	494,211	177,338	315,963	910	494,211
Municipal Building	1,063,946	273	0	1,064,219	281,406	501,380	281,433	1,064,219
Developer Deposits	2,559,913	632	0	2,560,545	124,878	2,191,119	244,548	2,560,545
59 & Lake TIF	(75,672)	0	0	(75,672)	237,876	423,823	(737,370)	(75,672)
BC Municipal TIF	752,861	666	43,089	710,437	264,794	471,782	(26,139)	710,437
Bluff City TIF Municipal	82,702	29	0	82,730	29,686	52,892	152	82,730
Water	(1,303,731)	931,820	932,433	(1,304,344)	1,316,063	2,344,646	(4,965,052)	(1,304,344)
Sewer	28,601,523	498,951	337,285	28,763,188	1,279,048	2,278,696	25,205,444	28,763,188
Parking	83,000	480	8,728	74,752	29,105	51,856	(6,209)	74,752
Golf	(57,063)	96,093	98,966	(59,936)	0	0	(59,936)	(59,936)
Central Services	681,231	115,137	165,077	631,290	131,243	233,835	266,213	631,290
Vehicle Replacement	3,771,465	50,005	0	3,821,470	558,658	995,359	2,267,453	3,821,470
TOTALS	53,004,781	3,504,807	3,386,440	53,123,149	11,818,171	19,849,736	21,455,241	53,123,149
BC Project TIF	4,262,648	6,713	0	4,269,361	0	0	4,269,361	4,269,361
Bluff City Project TIF	7,133	2	0	7,136	2,561	4,562	13	7,136
Bluff City SSA Debt Srv.	749,439	386	85,738	664,088	0	0	664,088	664,088
Police Pension	45,973,793	1,592,519	192,107	47,374,205	1,502,941	45,757,537	113,727	47,374,205

Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2020/21 as of May 31, 2020

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	1,208,498	24,183,270	5.00%	7.38%	1,444,676	24,951,630	5.79%	7.26%
MFT	123,794	1,765,000	7.01%	4.51%	0	2,620,000	0.00%	0.01%
Debt Service	25,786	3,192,494	0.81%	1.60%	356,184	3,165,819	11.25%	11.56%
Capital Projects	452,643	500.00	100.00%	8.17%	0	0	0.00%	0.00%
Municipal Building	273	7,000	3.90%	0.24%	0	415,000	0.00%	0.00%
Developer Deposits	632	601,000	0.11%	0.93%	0	763,958	0.00%	0.00%
Bluff City SSA	386	1,007,933	0.04%	0.10%	85,738	1,107,575	7.74%	10.02%
59 & Lake TIF	0	133,000	0.00%	0.00%	0	133,000	0.00%	0.00%
Bluff City Municipal TIF	29	31,600	0.09%	0.20%	0	57,000	0.00%	0.00%
Bluff City Project TIF	2	1,944,000	0.00%	0.00%	0	1,940,000	0.00%	0.00%
Brewster Creek Municipal TIF	666	790,000	0.08%	9.03%	43,089	1,154,681	3.73%	3.06%
Brewster Creek Project TIF	6,713	7,007,000	0.10%	6.13%	0	7,011,360	0.00%	0.00%
Water	931,820	12,231,000	7.62%	10.86%	932,433	12,976,391	7.19%	3.66%
Sewer	498,951	10,635,000	4.69%	4.11%	337,285	10,535,479	3.20%	2.32%
Parking	480	231,400	0.21%	3.21%	8,728	261,768	3.33%	9.64%
Golf	96,093	2,314,158	4.15%	9.24%	98,966	2,293,619	4.31%	6.10%
Central Services	115,137	1,384,763	8.31%	8.34%	165,077	1,325,425	12.45%	5.29%
Vehicle Replacement	50,005	653,770	7.65%	8.34%	0	466,350	0.00%	0.00%
Police Pension	1,592,519	5,370,926	29.65%	21.33%	192,107	5,370,926	3.58%	3.16%
Subtotal	5,104,428	73,483,814	6.95%	7.61%	3,664,284	76,549,981	4.79%	4.31%
Less Interfund Transfers	(213,294)	(4,297,209)	4.96%	5.02%	(213,294)	(4,297,209)	4.96%	5.02%
Total	4,891,134	69,186,605	7.07%	7.76%	3,450,990	72,252,772	4.78%	4.27%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2020/21 as of May 31, 2020

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	92,301	11,271,814	0.82%	1.43%
Sales Taxes (General Fund)	156,897	2,575,000	6.09%	6.35%
Income Taxes	415,461	4,325,000	9.61%	19.94%
Telecommunications Tax	47,281	550,000	8.60%	7.77%
Home Rule Sales Tax	107,212	1,990,000	5.39%	6.70%
Real Estate Transfer Tax	119,431	800,000	14.93%	11.87%
Building Permits	44,013	600,000	7.34%	8.00%
MFT	122,218	1,715,000	7.13%	8.41%
Water Charges	928,678	12,000,000	7.74%	7.60%
Sewer Charges	494,699	7,205,000	6.87%	7.97%
Interest Income	14,010	429,500	3.26%	8.47%

VILLAGE OF BARTLETT TREASURER'S REPORT
GOLF FUND DETAIL (Excluding Capital Projects)
FISCAL YEAR 2020/21 as of May 31, 2020

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	88,166	1,280,158	6.89%
Expenses	60,286	1,272,069	4.74%
Net Income	27,880	8,089	344.67%
F&B - Restaurant			
Revenues	538	158,000	0.34%
Expenses	17,014	317,126	5.37%
Net Income	(16,477)	(159,126)	10.35%
F&B - Banquet			
Revenues	7,389	757,000	0.98%
Expenses	21,539	643,124	3.35%
Net Income	(14,151)	113,876	-12.43%
F&B - Midway			
Revenues	0	119,000	0.00%
Expenses	127	61,300	0.21%
Net Income	(127)	57,700	-0.22%
Golf Fund Total			
Revenues	96,093	2,314,158	4.15%
Expenses	98,966	2,293,619	4.31%
Net Income	(2,873)	20,539	-13.99%

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	220,524
August	180,797	184,425	190,872	206,213	209,930	215,328	211,089	262,349
September	182,163	189,650	183,399	198,880	206,205	208,760	215,922	227,334
October	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284
November	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184
December	165,852	153,005	163,529	178,413	201,075	206,836	196,714	186,495
January	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051
February	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930
March	147,039	128,886	141,609	161,850	159,411	167,379	156,194	160,850
April	162,595	153,553	170,308	178,006	186,494	194,753	187,952	
Total	2,063,133	2,069,327	2,116,036	2,249,438	2,363,230	2,456,454	2,383,743.06	2,349,682
% increase	4.17%	0.30%	2.26%	6.30%	5.06%	3.94%	-2.96%	2.98%
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

Warrant/EFT#: EF 0014609

Fiscal Year	2020	Issue Date	05/07/20
Warrant Total	$160,850.47	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1669509	0A1669509	$160,850.47

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	$160,850.47	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/06/2020
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2020 COLL MO: MAR. 2020 VCHR MO: MAY. 2020
4	?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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	137,033
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	122,218
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	1,046,048	1,520,643
Plus:								
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192
Jobs Now	179,796	179,796	359,592					
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	1,082,957	1,529,835
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%	0.59%	45.37%

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

Bartlett

May 8, 2020

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR APRIL, 2020

Beginning Unobligated Balance		**$5,206,920.26**
Motor Fuel Tax Fund Allotment	$73,201.26	
MFT Transportation Renewal Fund Allotment	$49,016.32	
Minus Amount Paid to State	$0.00	
Net Motor Fuel Tax Allotment		**$122,217.58**
Plus Credits Processed		$0.00
Minus Authorizations Processed		$0.00
Current Unobligated Balance		**$5,329,137.84**

PROCESSED TRANSACTIONS:

Agenda Item Executive Summary

Item Name	Amendment to Real Estate Sale and Purchase Agreement with More Dusty, LLC	Committee or Board	Board

BUDGET IMPACT

Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is an Ordinance approving of an Amendment to the Real Estate Sale and Purchase Agreement with More Dusty, LLC and the Amendment itself.

The Amendment provides the closing will take place on or before August 15, 2020 and extends the satisfaction of certain contingencies that were in the Contract until after the closing, namely issuance of the newly created Class Q liquor license to More Brewing Company and entering the sales tax rebate agreement.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Amendment to Agreement

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☒ Ordinance
- ☒ Motion:

I move to approve Ordinance 2020-_____, an Ordinance Approving an Amendment to the Real Estate Sale and Purchase Agreement Between More Dusty, LLC and the Village of Bartlett.

Staff: Scott Skrycki Date: 7/10/2020

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2002 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: July 10, 2020

RE: Amendment to Real Estate Sale and Purchase Agreement with More Dusty, LLC

Attached is an Ordinance approving of an Amendment to the Real Estate Sale and Purchase Agreement with More Dusty, LLC and the Amendment itself.

The Amendment provides that the closing will take place on or before August 15, 2020 and extends the satisfaction of certain contingencies that were in the Contract until after the closing, namely issuance of the newly created Class Q liquor license to More Brewing Company and entering the sales tax rebate agreement.

More's attorney concurs that given the delays it is not prudent to issue the liquor license or enter the sales tax rebate agreement when More hasn't even broken ground on the project, and agrees to the terms of the attached Amendment that provides that both will occur after the transaction closes, a building permit has issued, and the building on the property being constructed has progressed to the point that it has been framed. Neither the Class Q liquor license nor the sales tax rebate agreement would, however, go into effect until after the building has been completed and an occupancy permit has issued.

ORDINANCE 2020 - _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN MORE DUSTY, LLC AND THE VILLAGE OF BARTLETT

WHEREAS, on November 20, 2018 the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") passed Ordinance 2018-123:

> "AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO THE VILLAGE OR FOR THE BEST INTEREST OF THE VILLAGE, AND APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN MORE DUSTY, LLC AND THE VILLAGE OF BARTLETT FOR THE PROPERTY COMMONLY KNOWN AS 117-121 E. RAILROAD AVENUE"

(hereinafter referred to as "Ordinance 2018-123"); and

WHEREAS, the Real Estate Purchase and Sale Agreement approved by Ordinance 2018-123 and dated November 20, 2018 (the "Contract") provided the Buyer's obligation to purchase the Property is contingent upon, among other things, (1) obtainment by the Buyer of Zoning Approvals and Other Governmental Approvals; (2) creation of a new liquor license classification for a brew pub; and (3) entry into an agreement for a partial sales tax rebate; and

WHEREAS, the Buyer has engaged various engineers and architects to prepare plans for the development of the Property for submission to the Village so that it can obtain the Zoning Approvals and Other Governmental Approvals, but was delayed in submitting plans for approval by the Corporate Authorities because of delays caused by the relocation of its main brewery to Huntley, Illinois and re-issuance of its State of Illinois brewers and subsidiary licenses from the Illinois Liquor Commission so that it can operate in several locations, including Bartlett, Illinois; and

WHEREAS, on June 4, 2019, the Corporate Authorities passed Ordinance 2019-51:

> "AN ORDINANCE APPROVING THE EXTENSION OF APPROVAL PERIOD CONTINGENCY IN THE REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN MORE DUSTY, LLC AND THE VILLAGE OF BARTLETT"

(hereinafter referred to as "Ordinance 2019-51"); and

WHEREAS, on October 1, 2019, the Corporate Authorities passed 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)"

(hereinafter referred to as "Ordinance 2019-78"); and

WHEREAS, on March 3, 2020, the Corporate Authorities passed Ordinance 2020-20:

"AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE BARTLETT MUNICIPAL CODE TO ADD NEW SECTION 3-3-2-19: CLASS Q THERETO CREATING A NEW LIQUOR LICENSE CLASSIFICATION FOR A BREW PUB"

which created one such Class Q liquor license which has not yet been issued to any applicant (hereinafter "Ordinance 2020-20"); and

WHEREAS, the Buyer, More Dusty, LLC, acknowledges that Ordinance 2019-78 satisfied the Zoning Approval Contingency in the Contract, but that the Other Governmental Approvals, which arguably includes the issuance of a building permit and the issuance of the newly created Class Q liquor license to Jaydev, Inc. (doing business under the assumed corporate name More Brewing Company) have not been fully satisfied, but may be satisfied after the closing on the sale and purchase of the Property, and given the delays and the fact that More Dusty, LLC has not yet submitted architectural drawings and construction plans for the issuance of a building permit for a new brew pub building to be constructed on the Property, it is unreasonable to delay the closing; and

WHEREAS, the parties acknowledge that issuing a liquor license and entering into a sales tax rebate agreement before the transaction closes and ground has broken for a new brew pub building on the Property is premature given the delays, public perception, and the fact that it remains a contract obligation and can be entered after the closing; and

WHEREAS, the parties mutually agree to amend the Contract to provide for the closing before the Other Government Permits contingency is fully satisfied and agree to delay the entering of a sales tax rebate agreement and the issuance of a Class Q liquor license until a brew pub building has been framed, with each to be effective after an occupancy permit has issued, as more fully set forth in the Amendment to the Contract which is appended hereto as Exhibit 1;

NOW, THEREFORE, 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: The "**AMENDMENT** to Real Estate Sale and Purchase Agreement dated November 20, 2018 by and between the Village of Bartlett ("Seller") and More Dusty, LLC ("Buyer") as extended and modified by that certain Extension of Approval Period Contingency (hereinafter together constituting and referred to as the "Contract")", a copy of which **AMENDMENT** is appended hereto as Exhibit 1 and which is expressly incorporated herein, is hereby approved.

SECTION TWO: The Village President and Village Clerk are authorized to sign and attest, respectively, the Amendment on behalf of the Village of Bartlett.

SECTION THREE: This Ordinance amends and modifies the Contract approved by Ordinance 2018-123, and amends Ordinance 2018-123 to be consistent herewith, including, without limitation, Section Three thereof which shall now state as follows: (1) the Zoning Approvals for the Buyer's Intended Use of the Property contingency in the Contract shall be satisfied by the filing of a certified copy of Ordinance 2019-78 with CTT; and (2) the Other Governmental Approvals contingencies in the Contract have been granted, waived, or modified to the Buyer's satisfaction based on the terms of the Amendment approved in Section One of this Ordinance. Accordingly, the Village President and the Village Clerk are hereby authorized and directed, without further action of the Corporate Authorities, to execute a warranty deed to convey the Property to the said Buyer thereof as provided in the Contract and as modified by the Amendment; and the Village Attorney is hereby and then authorized to execute on behalf of the Village such affidavits of title, ALTA statements, declarations of value, HUD-1 settlement statements, closing statements, and escrow instructions necessary to consummate the sale of the Property.

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

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

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:

PASSED:
APPROVED:

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, 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 - _____ on _____, 2019, and approved on _____, 2019, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

AMENDMENT to Real Estate Sale and Purchase Agreement dated November 20, 2018 by and between the Village of Bartlett ("Seller") and More Dusty, LLC ("Buyer") as extended and modified by that certain Extension of Approval Period Contingency (hereinafter together constituting and referred to as the "Contract").

RECITALS:

WHEREAS, the parties entered a certain Real Estate Sale and Purchase Agreement dated November 30, 2018 (the "Contract") for the sale and purchase of certain vacant land owned by the Seller which is commonly known as 117-121 E. Railroad Avenue, Bartlett, Illinois as legally described in the Contract, (the "Property") which was approved by Village of Bartlett Ordinance 2018-123 passed by not less than 3/4 of the corporate authorities of the Village then holding office; and

WHEREAS, the Contract is contingent on certain conditions, including without limitation, "Zoning Approval" as defined in the Contract, and obtaining all local, County, State or Federal agency permits, licenses or certifications necessary for the Buyer's Intended Use of the Property as Buyer deems adequate in Buyer's exclusive discretion and business judgment (the "Other Governmental Approvals"); and

WHEREAS, the Corporate Authorities passed 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") subject to certain conditions which More Dusty, LLC (the "Buyer") acknowledges satisfied the Zoning Approval contingency set forth in the Contract; and

WHEREAS, the Contract is also contingent upon, among other things:

In Section 7, subsection a, paragraphs 5 and 6 which state as follows

> "(5) Buyer obtaining, if needed, any environmental or other approvals from County, State or Federal agencies within the Approval Period, or if applicable, the Extended Period." (hereinafter, the "Other Licenses Contingency"); and
>
> "(6) The Corporate Authorities adopting an ordinance to create a new liquor license classification for a brewery or brew pub, and the creation of one such brewery or brew pub license, or the creation of an additional Class A liquor license for a tavern that the Local Liquor Commissioner can issue to More Brewing Company when the building is completed and has been issued an occupancy permit."

and in Section 11, paragraph (h), the Village providing a certified copy of:

> . . . "an ordinance or resolution amending the Bartlett Liquor Control Ordinance codified at Title 3, Chapter 3, of the Bartlett Municipal Code to create a new liquor license classification for a brewery or brew pub and the creation of one (1) such license to enable the Village President as the Bartlett Local Liquor Control

Commissioner to issue such license to the Buyer's affiliated future tenant, More Brewing Company ("More"); and

WHEREAS, on March 3, 2020, the Corporate Authorities passed Ordinance 2020-20, "An Ordinance Amending Title 3, Chapter 3, of the Bartlett Municipal Code to Add New Section 3-3-2-19: Class Q Thereto Creating a New Liquor License Classification for a Brew Pub" which the parties acknowledge satisfied the liquor license contingencies set forth in Sections 7a(6) and 11(h) of the Contract as stated above, and the parties acknowledge that it would not be advisable to issue a local brew pub license to More Brewing Company before the transaction has closed and before ground has broken for a new brew pub building on the Property; and

WHEREAS, current federal and state laws and regulations require proof that a local liquor license has first issued or will be issued before a federal liquor or other license necessary for a brew pub is issued, and before a State of Illinois liquor license for a brew pub will issue, making it impractical to wait until the building on the Subject Property is complete and has been issued an occupancy permit, as the Buyer has represented that such federal and state licenses take in excess of three (3) months from when the applicant provides proof that a local liquor license has or will issue; and

WHEREAS, the Buyer anticipates that it will be submitting construction drawings and building plans for a building permit to construct the brew pub building and other improvements within the next 30 to 60 days, and until said plans have been approved and a building permit has issued, no construction can begin; and

WHEREAS, closing on the Contract is also contingent upon, among other things (1) "approving an agreement establishing a local sales tax rebate to More Brewing of 50% of the Village of Bartlett Retailer Occupation Taxes actually received by the Village of Bartlett and attributable to sales by More Brewing Company for a 10 year period, or when the aggregate amount of the rebate equals $100,000, whichever occurs first, beginning on the date More Brewing Company begins operations of the brewer, brew pub or tavern on the Property" from the 1% of sales the Village will receive from the Illinois Department of Revenue under the Retailer's Occupation Tax Act, 35 ILCS 120 (the "Municipal Sales Tax Rebate Obligation"); and

WHEREAS, the Buyer acknowledges that it is premature and not to its advantage to enter a sales tax rebate agreement that would begin before the closing on the sale and purchase of the Property has taken place, and before a new brew pub on the Property becomes operational, and given the fact that the Sales Tax Rebate Obligation is a contractual obligation of the Village that the parties mutually agree shall survive the closing, and that the Corporate Authorities will approve of such an agreement to provide financial assistance in the form of a sales tax rebate upon the terms provided in the Contract to be approved and entered after the closing; but within 30 days after framing of the new building for the brew pub has been completed, with the sales tax rebates commencing for the sales tax year (January 1st to December 31st) immediately succeeding the date after an occupancy permit has issued for the completed brew pub building on the Property;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The foregoing Recitals are expressly incorporated herein and are hereby made a part of this Amendment.

2. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Contract, the terms and conditions of this Amendment shall control.

3. The Village's Sales Tax Rebate Obligation shall not merge with the delivery of the deed at closing, but shall be a contractual obligation that survives the closing, and notwithstanding the terms of the Contract, the parties shall close on the sale of the Subject Property:

A. Before entering a sales tax rebate agreement; and

B. The Bartlett Local Liquor Commissioner shall issue a Class Q liquor license for a brew pub to Jaydev, Inc. d/b/a More Brewing Company before a new brew pub building has been fully constructed upon the Property and before an occupancy permit therefor has issued, upon the following modified terms:

(1) Provided the transaction has closed, and provided the Buyer has been issued a building permit, has broken ground and has commenced and is diligently pursuing construction of the new brew pub building and other private and public improvements on the Property, and construction thereof has progressed to the point where the framing for the new building being constructed on the Property has been substantially completed as reasonably determined by the Bartlett Building Director (the "Framing Completion Date"), then:

a. Within thirty (30) days of the Framing Completion Date the parties shall enter a sales tax rebate agreement consistent with the terms set forth in the Contract and as stated above; and

b. Within thirty (30) days of the Framing Completion Date, the Bartlett Local Liquor Control Commissioner shall have issued a Class Q liquor license for a brew pub to Jaydev, Inc. doing business under the assumed corporate name More Brewing Company, but which Class Q license shall not become effective until the building for which a building permit has issued is completed and an occupancy permit has issued therefor, and all federal and state liquor licenses have been issued.

c. The closing on the sale and purchase of the Property shall take place on or before August 15, 2020.

Buyer:

More Dusty, LLC

By:_____
Its Manager

Jaydev, Inc. doing business under the assumed name More Brewing Company

By:_____
Its President

Attest:

_____
Secretary

Seller:

Village of Bartlett

By:_____
Kevin Wallace Village President

Attest:

_____
Lorna Giless, Village Clerk

Agenda Item Executive Summary

Item Name	Contract Extension with SVN	Committee or Board	Board

BUDGET IMPACT

Amount:	*Budgeted*
List what fund	

EXECUTIVE SUMMARY

The Village of Bartlett has worked with SVN to market and sell Village property on Lake Street and Route 59. The attached resolution, is a resolution approving the Listing Extension Agreement to the Exclusive Right To Sell Contract between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC. The contract extends the agreement with SVN through June 20, 2021.

The terms include a commission structure to provide a floor on the commission. The proposed floor is not for the sale price of $1.7 million, but rather the most recent appraisal of the land, which is $1.3 million. This price structure comes out to 6% or $7,000 per acre of gross land sold.

Recommendation: The staff is happy with the work SVN has done for the Village parcel and recommends the Board approve this one-year contract extension.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Resolution
Listing Extension Agreement

ACTION REQUESTED

☒ Motion: I move to approve a resolution approving of the Listing Extension Agreement to the Exclusive Right To Sell Contract between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC.

Staff: Scott Skrycki Date: July 10, 2020

Memorandum

To: Paula Schumacher, Village Administrator

From: Scott Skrycki, Assistant Village Administrator

Date: 7/13/2020

Re: SVN – Brokerage for Village property

The Village of Bartlett has worked with SVN to market and sell Village property on Lake Street and Route 59. The attached resolution, is a resolution approving the Listing Extension Agreement to the Exclusive Right To Sell Contract between the Village of Bartlett and SVN landmark commercial real estate, LLC. The contract extends the agreement with SVN through June 20, 2021.

The terms include a commission structure to provide a floor on the commission. The proposed floor is not for the sale price of $1.7 million, but rather the most recent appraisal of the land, which is $1.3 million. This price structure comes out to 6% or $7,000 per acre of gross land sold.

The staff is happy with the work SVN has done for the Village parcel and recommends the Board approve this one-year contract extension.

Motion: I move to approve a resolution approving of the Listing Extension Agreement to the Exclusive Right To Sell Contract between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING OF THE LISTING EXTENSION AGREEMENT TO THE EXCLUSIVE RIGHT TO SELL CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SVN LANDMARK COMMERCIAL REAL ESTATE, LLC

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

SECTION ONE: The Listing Extension Agreement dated July 6, 2020 (the "7/6/2020 Listing Extension Agreement") to the Exclusive Right to Sell Contract between the Village of Bartlett and SVN Landmark Commercial Real Estate, LLC dated October 3, 2017 (the "Original Listing Agreement"), for the property located at 1105 Route 59, Bartlett, Illinois, which 7/6/2020 Listing Extension Agreement extends the exclusive listing period for the property to June 20, 2021, a copy of which is appended hereto and is 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 7/6/2020 Listing Extension 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: July 21, 2020

APPROVED: July 21, 2020

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, 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 2020 - _____ enacted on July 21, 2020, and approved on July 21, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

LANDMARK COMMERCIAL REAL ESTATE

Listing Extension Agreement

Listing Agreement Dated: July 6, 2020
Property Name: Village of Bartlett Land – Route 20 at Route 59
Property address: 1105 Route 59, Bartlett IL 60103
Parcel ID Number(s) 06-28-400-[014][016][018][019], 06-28-204-002

Please note that the listings for the above property has expired. We can extend the listing agreement so that there is no interruption in marketing.

Listing extended to: June 30, 2021 (1 year)

All the terms of the original agreement will remain unchanged and in full force and effect, except as amended herein.

Paragraph 2 shall be deleted in its entirety and replaced with the following:

2. If during the term of this contract, the Broker obtains an offer to purchase the property as defined above from a ready, willing, and able buyer at the marketing price, or if the Seller enters into a contract for the sale/exchange of the property at any price and upon any terms to which Seller consents, Seller shall be obligated to pay Broker a sales commission equal to the **greater of**:

   Six percent (**6** %) of the total purchase, sale or exchange price.

   -- Or ---

   $7,000 per acre of gross land area sold

   The full commission is to be paid at closing, which in the case of a sale or contract for deed, shall be at the time Buyer and Seller execute the initial contract or agreement for deed. Any future consideration used as part of the agreed price shall be used to determine commissions due.

If this extension meets with your approval, please sign below and return this page.

We continue to advertise the property in multiple internet sites. Information is regularly sent to people whose requirements fit the size & location profile. We remain committed to the successful leasing of your property.

Thank you. It is a pleasure to work with you.

Approved by owner or representative:

_____ Date: _____
Village of Bartlett

_____ Date: _____
Neil Johnson (Managing Broker) SVN Landmark Commercial

Return with signature by email (neil.johnson@svn.com) or fax to: (630) 938-4960

SVN is a registered trademark of Sperry Van Ness International Corporation.
All offices are independently owned and operated.

Agenda Item Executive Summary

Item Name	An Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan	Committee or Board	Board

BUDGET IMPACT			
Amount:	$48,000,000	*Budgeted*	Amend BCBP TIF Budget
List what fund	Brewster Creek TIF District Project Fund		

EXECUTIVE SUMMARY

Elmhurst-Chicago Stone Company, the developer of the Brewster Creek Business Park, is requesting that the TIF budget be increased to enable them to complete the remaining undeveloped sites in both Cook and DuPage Counties by the close of the TIF district in December of 2023. A parcel map of the lots to be improved is attached. This would be the second amendment to the budget to account for cost of inflation plus 5% and would increase the 2016 amended budget. The increased budget would allow for the issue of a not to exceed $3,000,000 Subordinate Lien Tax Increment Revenue Note (Series 2020) to be issued to reimburse the developer for TIF eligible improvement costs. The note would be repaid solely by incremental real estate taxes generated within the redevelopment project area. Current projections show that there is sufficient taxes being generated to repay the current outstanding debt and the additional debt by the scheduled close of the TIF district.

The life of the Bartlett Quarry Redevelopment Area, which currently ends in December of 2023, is not being extended by this amendment.

ATTACHMENTS (PLEASE LIST)

Memo, Budget Adjusted by CPI calculation, Brewster Creek Bond Issue History, BCBP parcel map, Elmhurst-Chicago Stone Company proposal, Ordinance amending project costs, Notice to affected taxing districts

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☒ Ordinance
- ☒ Motion:

MOTION: I move to approve Ordinance 2020-_____, an ordinance approving of the Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan.

Staff:	Todd Dowden, Finance Director	Date:	07/13/20

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2070 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: July 9, 2020

RE: Bartlett Quarry Redevelopment Project Second Amendment to Estimated Redevelopment Project Costs

Elmhurst-Chicago Stone Company ("ECSC"), the developer of various improvements in the Brewster Creek Business Park (the "Project") which is within the Bartlett Quarry Redevelopment Area, is seeking additional reimbursement for certain tax increment financing ("TIF")-eligible costs to be expended within the Project. The original redevelopment plan ("TIF Plan") for the Project was adopted in 1999 and called for investment and an original budget ("TIF Budget") of $30,000,000. In 2016 the TIF Budget for the Bartlett Quarry Redevelopment Area was amended to increase the original TIF Budget for the cost of inflation plus 5% through 2016, which increased the TIF Budget from $30,000,000 in 1999 dollars to $44,000,000 in 2016 as allowed under the Tax Increment Allocation Redevelopment Act. An $11,500,000 tax increment revenue note was then issued in 2016 (the "2016 Revenue Note") to pay for additional Project improvements.

ECSC has requested that the TIF Budget again be increased to capture inflation plus 5% since 2016, which, based on an independent analysis performed by Michael Laube of Laube Consulting Group, LLC, supports a further increase in the TIF Budget of $3,000,000. ECSC advises that it requires the amendment so that a $3,000,000 tax increment revenue note can be issued to enable it to complete the following described improvements. The monies borrowed by ECSC based on the pledge of the 2016 Revenue Note was, and is currently being used for site grading and improvements that enabled the McKessen development in Cook County, and additional site grading and improvements; however, the remaining monies from the 2016 Revenue Note are not sufficient to remove a concrete batch plant along Munger Road and also complete site grading on that site and on all of the

remaining undeveloped sites in both Cook and DuPage Counties to get them pad ready, and complete the remaining public and private improvements.

Attached is a Master Plan prepared by ECSC that depicts the undeveloped sites in the Bartlett Quarry Redevelopment Area in white. This reimbursement will be for TIF-eligible costs necessary to develop the undeveloped lots in the Brewster Creek Business Park located in Cook County (Lots 2, 3 and 4), to remove the ECSC ready-mix concrete plant along Munger Road in DuPage County (Lots 8C and 8D), and to grade and get it and the other undeveloped lots in pad-ready condition. ECSC has identified potential users for the undeveloped sites in Cook County and the concrete batch plant site in DuPage County. In addition to the site grading work, additional roadwork and equipment removal needs to be completed before the end users can develop individual sites. Specifically, in addition to the work listed above, the remaining project work will also include Spitzer Road improvements, and completion and maintenance of the storm water detention areas and final restoration and road repair work.

The request from ECSC is in the amount of $3,000,000. As the TIF-eligible work is completed and approved by the Village, ECSC will be issued a tax increment revenue note that will bear interest at 7.0% (the "Note"). The Note will be repaid from the Developer's 87½% of the incremental real estate taxes that will be generated by the Bartlett Quarry Redevelopment Area and will be subordinate to (i) the senior lien tax revenue bonds issued in 2007; (ii) the senior lien tax increment revenue bonds issued in 2016 (together (i) and (ii), the "Prior Bonds"), of which a total of $16,095,000 currently remains outstanding; and (iii) the 2016 subordinate lien tax increment revenue note (the "Prior Revenue Note"), of which $3,039,901 currently remains outstanding (together (i), (ii) and (iii), the "Prior Obligations").

Just like the previously issued Prior Obligations, the Note is <u>not</u> a general obligation of the Village and does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation. The holder of the Note is secured solely by incremental real estate taxes generated within the Bartlett Quarry Redevelopment Area. To the extent the incremental real estate taxes are insufficient to retire the Note in full by the end date of the Bartlett Quarry Redevelopment Area, the Village's obligation shall cease without any obligation to repay any remaining balance on the Note. The developer, ECSC, front funds for the cost of the improvements and gets reimbursed over time from available incremental revenues. To front fund these costs, the developer assigns or pledges the Note to a bank (as it did with the 2016 Note) as collateral to get the loan and uses the proceeds of that loan to pay for the TIF eligible work.

This request was discussed at the Committee of the Whole meeting on July 7, 2020 and Trustee Hopkins inquired about the interest rate and whether it could be changed. While legally the interest rate on the $3,000,000 Subordinate Lien Note (Series 2020) could be changed, from a practical standpoint it can only be increased and not decreased because the interest rate must be set so that the 2020 Note is saleable by ECSC or its bank to a third party, otherwise the lender may deem the collateral insufficient and may not loan against it. Because this 2020 Note will be subordinate to the 2016 Note which also bears interest at 7%, an interest rate lower than 7% would effectively make the 2020 Note unsaleable. Moreover, the interest is not paid by the Village or its taxpayers, but by ECSC (or another investor in the

unlikely event it is ever sold or assigned to a third party by ECSC or its bank). Because a lower interest rate results in no savings to the Village or its residents, but could jeopardize ECSC's ability to procure necessary bank financing, from a practical standpoint it should not be reduced below 7%.

The life of the Bartlett Quarry Redevelopment Area, which currently ends in December 2023, is not being extended.

ORDINANCE FOR APPROVAL:

Attached for the Board's consideration "AN ORDINANCE APPROVING SECOND AMENDED ESTIMATED REDEVELOPMENT PROJECT COSTS IN THE BARTLETT QUARRY REDEVELOPMENT" that will be presented to the Board for action. Assuming it is adopted, then notice of its passage will be sent to all of the taxing districts and published in the Daily Herald. This is the same procedure that was followed in 2016 when a similar, but much larger, amendment to the TIF Plan and TIF Budget was passed, and in 2016 none of the taxing districts objected. I would not anticipate any objections from any of the taxing districts to this minor amendment either. An amended or supplemental Redevelopment and Financing Agreement, and an ordinance providing for the issue of a not to exceed $3,000,000 Subordinate Lien Tax Increment Revenue Note (Series 2020) will also be brought to the Board for its approval on one or more future dates.

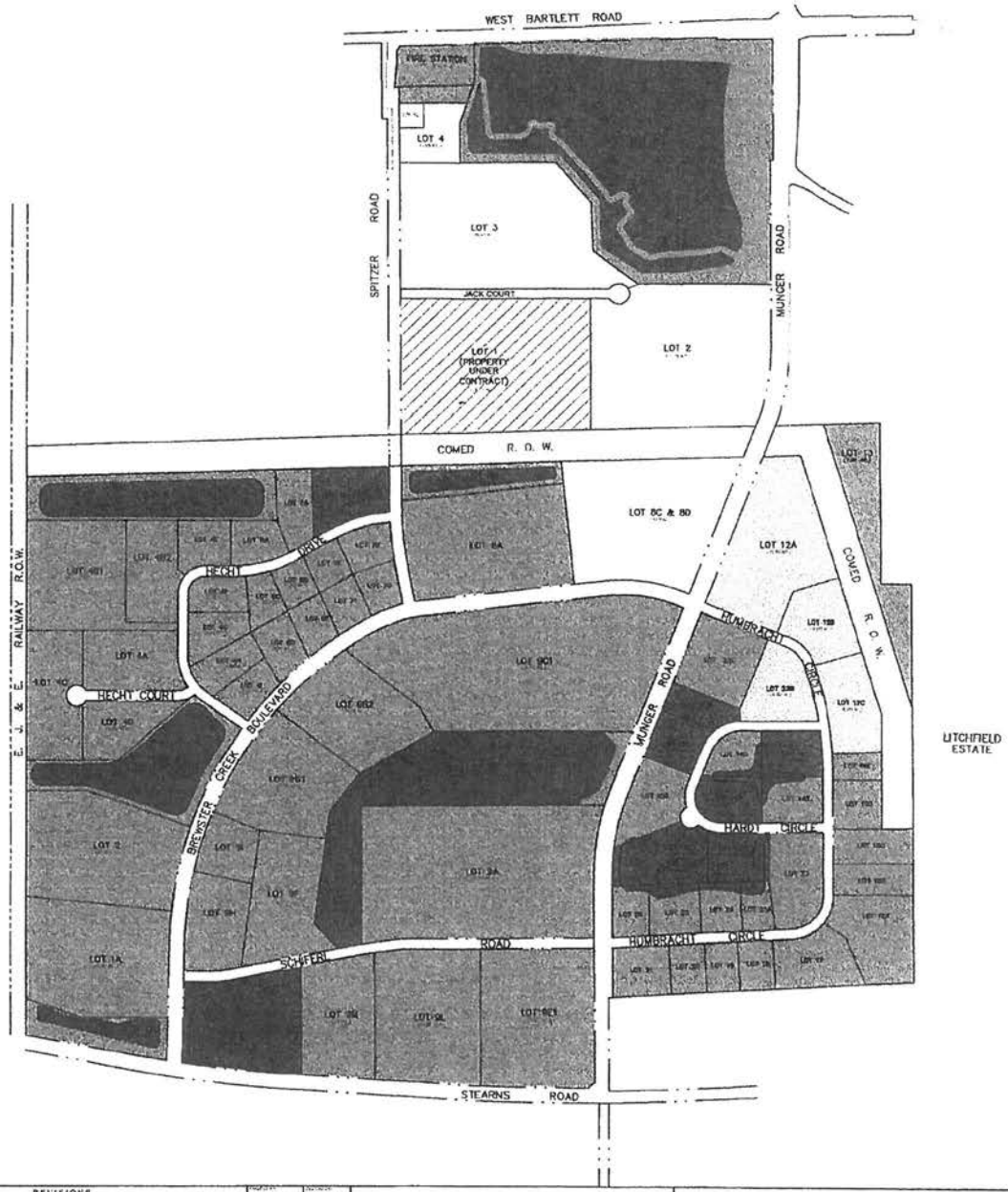
Bartlett
Bartlett Quarry Redevelopment Project Area
Budget Adjusted by CPI

	Year		Amount	Annual Adjustment Table 2
Initial Budget	1999	$	30,000,000	
	2000	$	31,016,043	3.39%
	2001	$	31,497,326	1.55%
	2002	$	32,245,989	2.38%
	2003	$	32,852,050	1.88%
	2004	$	33,921,569	3.26%
	2005	$	35,080,214	3.42%
	2006	$	35,971,480	2.54%
	2007	$	37,439,572	4.08%
	2008	$	37,473,797	0.09%
	2009	$	38,493,583	2.72%
	2010	$	39,069,340	1.50%
	2011	$	40,226,738	2.96%
	2012	$	40,927,094	1.74%
	2013	$	41,541,711	1.50%
	2014	$	41,855,971	0.76%
	2015	$	42,161,319	0.73%
	2016	$	43,036,007	2.07%
	2017	$	43,943,672	2.11%
	2018	$	44,783,066	1.91%
	2019	$	45,806,417	2.29%
				5%
	Final Budget	$	48,096,738	(Statutory Increase after Inflation)

Village of Bartlett
Brewster Creek
Total Bonds Issued

Issuance Year	Par	Net New Money	Refunding Bonds	Refunding Notes	Reserves
2000	$ 17,360,000	$ 12,577,490	$ -	$ -	$ -
2004		$ 4,874,400			
2006		$ 2,000,000			
		$ 8,891,100			
2007 - Refunding Series 2000, 2004 and 2006	$ 26,000,000	$ -	$ 17,414,368	$ 5,619,389	$ 2,966,243
2016	$ 11,500,000	$ 6,448,601			
2016 - Refunding Note 2016	$ 9,200,000	$ 789,399		$ 7,205,600	$ 1,205,001
Total Notes Issued	$ 64,060,000	$ 35,580,990	$ 17,414,368	$ 12,824,989	$ 4,171,244

Prospective Notes	
2016 Note - Additional Capacity Not Yet Issued	$ 5,051,399
2020 Note	$ 3,000,000
Total Capacity Needed	$ 43,632,389
Total Allowable Budget with Minor Amendment	$ 48,096,738
Excess Capacity	$ 4,464,349



LEGEND

- BUILDING CONSTRUCTED
- BUILDING UNDER CONSTRUCTION
- SOLD READY FOR BUILDING
- PARCEL IMPROVED
- LOTS STILL TO BE IMPROVED
- OPEN SPACE
- PARCEL UNDER CONTRACT

REVISIONS

BREWSTER CREEK

BARTLETT ILLINOIS

MASTER PLAN - SOUTH

1/1

Elmhurst-Chicago Stone Company
Proposal

1. Developer:

Elmhurst-Chicago Stone, or one or more entities controlled by Elmhurst-Chicago Stone (the "Developer") intends to redevelop all remaining DuPage and Cook County land within the Brewster Creek Business Park located in Bartlett Illinois.

2. Developer State of Organization:

One or more entities may be formed to undertake the Project. Each entity will be in good standing with the State of Illinois.

3. Developer Address:

Elmhurst-Chicago Stone Company
Attn: Jeff Brown
400 West First Street
Elmhurst, Illinois 60126

4. Project:

Developer intends to use Subordinate Lien Tax Increment Allocation Revenue Note financing to redevelop all remaining DuPage and Cook County land in the Brewster Creek Business Park located in Bartlett, Illinois to (i) remove existing ready-mix concrete batch plant equipment and structures; (ii) to perform additional restoration work and site grading to make undeveloped sites in both Cook County and DuPage County pad ready; (iii) to install geo piers on select lots as needed; (iv) to install additional roads and to complete repair and maintain existing roads and parkways; (v) to complete, repair and maintain retention ponds and detention basins; and (vi) to install, repair and maintain other stormwater management improvements throughout the business park.

5. Redevelopment Project Area:

The Project is located within the Tax Increment Financing District plan area established by Ordinance 1999-67, Ordinance 1999-68, and Ordinance 1999-69 which created the 670 acre Brewster Creek industrial/business park (the "TIF District").

6. Village Financing:

The Village shall issue a one or more series of TIF Revenue Notes (the "Notes") in an aggregate principal amount of $3 million supported from the following pledges:

- 100% of the ad valorem taxes which are allocated to and when collected are paid to the Treasurer of the Village for deposit by the Treasurer into the TIF District after payment of (i) 12.5% to the Village as its share, (ii) the 2007 Refunding Bond, (iii) the 2016 Refunding Bond, and (iv) the 2016 Refunding Note ("Available Incremental Property Taxes").

The Note shall be issued as follows:

Notes (Taxable). The Village will issue a taxable note in one or more series (the "Taxable Notes") to Developer upon execution of the Redevelopment Agreement (the "Issuance Date") in an aggregate initial principal amount equal to the amount of the eligible costs as delineated in the TIF Eligible Costs under the Act which have been incurred by the Developer by the Issuance Date in an amount up to $3 million in additional expenditures beyond what has been certified for previously issued Notes or Bonds as evidenced by a certificate provided by the Developer and approved by the Village substantiating as much ("Certificate of Expenditure"). Interest on the Taxable Notes will accrue upon issuance at a rate equal to 7% (the "Taxable Note Interest Rate") and will compound annually. The Taxable Notes will begin to accrue interest and payments will begin to be made upon issuance. The Taxable Note(s) will have a subordinate third lien on the Available Incremental Property Taxes behind all existing obligations.

The Taxable Note(s) will have a term for the remaining life of the TIF District) from the time of their issuance.

Assignment of the Notes may be (i) assigned to or pledged as collateral to any lender providing project financing, or, (ii) sold or assigned to an accredited investor. The Developer may transfer either or both Notes at any time to (i) any entity controlling, controlled by or under common control with Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer.

7. Reimbursement of TIF Eligible Costs:

The Village will reimburse Developer for costs which are eligible for reimbursement under the TIF Act in the amount of up to $3 million plus interest. The RDA will include all eligible costs that are allowed under the TIF Act.

8. Amendments to the Redevelopment Plan

The Project is currently located in a Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area") as defined under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. (the "TIF Act"). The Village shall hire an independent consultant to amend the redevelopment plan to accommodate the terms of this term sheet and related redevelopment agreement ("RDA"), and cause all public hearings and Village Board meetings to be held as required by the TIF Act.

9. Events of Default:

The Redevelopment Agreement will also be amended to contain event of default provisions customary for real estate and municipal finance transactions that contemplate taxable note obligations.

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING SECOND AMENDED ESTIMATED REDEVELOPMENT PROJECT COSTS IN THE BARTLETT QUARRY REDEVELOPMENT PLAN

WHEREAS, proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "TIF Act"), the President and Board of Trustees of the Village (the "Corporate Authorities") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "Redevelopment Plan") and redevelopment project (the "Redevelopment Project" and together with the Redevelopment Plan, the "Original Plan and Project") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "Redevelopment Project Area").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "Special Tax Allocation Fund") in connection therewith.

D. On December 21, 1999, the Corporate Authorities adopted Ordinance No. 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (the "Redevelopment Agreement"), pursuant to the home rule powers of the Village and as authorized by the TIF Act; and

WHEREAS, the Redevelopment Plan approved by Ordinance No. 99-67 provided that total estimated redevelopment project costs (the "Total Estimated Project Costs") for the Redevelopment Project were $30,000,000 in 1999 dollars, and that actual costs might be higher due to normal inflationary forces; and

WHEREAS, Section 11-74.4-5(c) of the TIF Act (65 ILCS 5/11-74.4-5(c)) provides that changes to the Original Plan and Project which do not increase the Total Estimated Project Costs set out in the Original Plan and Project by more than 5% after adjustment

for inflation from the date the Original Plan and Project was adopted, may be made without further public hearing or presentation to the joint review board provided the Village shall (1) give notice of such changes to each affected taxing district and registrant on the interested parties registry (the "Mailed Notice"); and (2) by publication in a newspaper of general circulation within the affected taxing district (the "Notice by Publication") within ten (10) days following the adoption by ordinance of such changes; and

WHEREAS, on August 16, 2016, the Corporate Authorities adopted Ordinance No. 2016-62 "An Ordinance Approving Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan", which amended the Total Estimated Project Costs for the Original Plan and Project from $30,000,000 set forth in the Redevelopment Plan approved in 1999 by the adoption of Ordinance No. 99-67 to Total Estimated Project Costs of $44,000,000 as approved by Ordinance No. 2016-62 (the "2016 First Amended Estimated Project Costs Budget"); and

WHEREAS, attached hereto and incorporated herein is a memo to the Village from Michael Laube of Laube Consulting Group, LLC, which evidences that after adding the statutory 5% and adjustments for inflation to the 2016 First Amended Estimated Project Costs Budget of $44,000,000, that the Original Plan and Project may be further amended to provide for Total Estimated Project Costs of up to $48,096,738 by providing the Mailed Notice and the Notice by Publication and without the requirement for a further joint review board hearing to so further amend the Original Plan and Project; and

WHEREAS, the Developer desires to amend the Original Plan and Project to provide for new Total Estimated Project Costs of over $44,000,000, but less than $48,000,000, to provide it with Redevelopment Project refinancing opportunities that will allow it to further continue to make improvements to properties within the Redevelopment Project Area, thereby increasing the equalized assessed value ("EAV') thereof, all without any extension of the life of the Redevelopment Project Area which expires in 2023;

NOW, THEREFORE, 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: The Corporate Authorities hereby find that all of the Recitals contained in the preambles to this Ordinance are true, correct and complete and incorporate them into this Ordinance by reference.

SECTION TWO: That the Original Plan and Project which was amended by Bartlett Ordinance No. 2016-62 (the "First Amended Plan and Project"), is hereby further amended under the heading "**Estimated Redevelopment Project Costs**" in the far right column under the heading "**2020 Revised Budget**" to amend and replace Table 1 in the First Amended Plan and Project which outlines the estimated costs of the Redevelopment Project as follows:

Estimated Redevelopment Project Costs[1]	Original Budget	2016 Revised Budget	2020 Revisions	2020 Revised Budget
Environmental and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	$1,264,800	$2,010,720	+$274,000	$2,284,720
Wetland Mitigation	$1,435,362	$2,185,362	+$45,000	$2,230.362
Site Preparation (earthwork, landscaping, removal of concrete batch plant equipment and structure, etc.)	$23,484,939	$33,984,939	+$3,255,000	$37,239,939
Construction of public improvements (construction and improvements to Munger Road, Spitzer Road, West Bartlett Road, Stearns Road, and internal project area roads)	$2,323,054	$4,323,054	+$250,000	$4,573,054
Construction and improvement of utilities (sanitary sewer, water distribution, retention ponds, detention basins, and storm water management and storm sewer systems)	$1,495,925	$1,495,925	+$176,000	$1,671,925
Total Estimated Project Costs	$30,004,080	$44,000,000	+$4,000,000	$48,000,000

The Total Estimated Project Costs are hereby approved.

SECTION THREE: The Original Plan and Project which were adopted and approved in Ordinance No. 99-67, a copy of which is attached hereto as Exhibit A, is incorporated herein by and for reference.

SECTION FOUR: The 2016 First Amended Estimated Project Costs Budget for the Redevelopment Project Area, which was adopted and approved in Ordinance No. 2016-62, a copy of which is attached hereto as Exhibit B, is incorporated herein by and for reference.

SECTION FIVE: The Village Clerk is directed to (1) mail the Mailed Notice of Second Amendment to the Estimated Redevelopment Project Costs for the Bartlett Quarry Redevelopment Plan and Project , in form as attached hereto as Exhibit C, to

[1] All costs are in 2020 dollars. Actual costs incurred may be higher than those shown on Table 1 due to normal inflationary forces, but in no event will the Total Estimated Project Costs exceed $48,000,000. Further, due to inflation, specific line items may exceed the amounts in Table 1 in the actual year in which they are incurred.

each of the taxing districts listed on Exhibit C-1 attached thereto and persons listed on the registry listed on Exhibit C-2 attached thereto; and (2) to cause the Notice by Publication of Second Amendment to the Estimate Redevelopment Project Costs to be published in the Daily Herald within ten (10) days of the adoption of this Ordinance.

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.

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 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 Giless, 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 2020 - _____ enacted on July 21, 2020, and approved on July 21, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

NOTICE OF SECOND AMENDMENT TO THE ESTIMATED REDEVELOPMENT PROJECT COSTS FOR THE BARTLETT QUARRY REDEVELOPMENT PLAN AND PROJECT

NOTICE is hereby given to each affected taxing district and to each registrant on the interested parties registry with respect to the Bartlett Quarry Redevelopment Project Area legally described on Exhibit 1 attached hereto (the "Area"), as to the amendment to the Redevelopment Plan for the Area as defined in the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (the "Act"), to wit:

On July 21, 2020, the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") adopted Ordinance 2020-_____, "AN ORDINANCE Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan", which Ordinance is hereby incorporated in this Notice by reference ("Ordinance 2020-___").

Ordinance 2020-____ approves of an increase in the total estimated redevelopment project costs set out in the redevelopment plan (the "Plan") for the Area that was approved by the Corporate Authorities by the adoption of Ordinance No. 99-67 on July 6, 1999, and was amended, increased and approved by the adoption of Ordinance No. 2016-62 on August 16, 2016.

The Total Estimated Redevelopment Project Costs set out in the original Plan adopted in 1999 were $30,000,000. The Total Estimated Redevelopment Project Costs set out in the First Amended Plan adopted in 2016 were $44,000,000. The Second Amendment set forth in Ordinance 2020-_____ increases the Total Estimated Redevelopment Project Costs for the Area to $48,000,000. This change does not increase the total estimated project cost set out in the Plan by more than 5% after adjustment for inflation calculated from July 8, 1999, the date the Plan was adopted. The change does not extend the life of the TIF, nor does it amend the Area.

This Notice is being given pursuant to Section 5/11-74.4-5(c) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-5(c)).

Steven Wascher, Fire Chief
S. Elgin Fire Protection Dist.
150 W. State Street
South Elgin, IL 60177

Jean Bednar, President
Gail Borden Public Library Dist.
270 N. Grove
Elgin, IL 60120

Chris Lauzen, Chairman
Kane County Board
719 Batavia Avenue, Building A
Geneva, IL 60134

Michael Kenyon, President
Kane Co. Forest Preserve District
1996 S. Kirk Rd., Ste. 320
Geneva, IL 60134

Franklin F. Ramirez, Supervisor
Elgin Township
729 S. McLean Blvd., Suite 200
Elgin, IL 60123

Rodney Seyller
Elgin Township Hwy Commissione
725 S. McLean Blvd.
Elgin, IL 60123

Mary Van Winkle
President, Board of Trustees
S. Elgin Fire Protection Dist.
150 W. State Street
South Elgin, IL 60177

Mary Van Winkle
President, Board of Trustees
S. Elgin Fire Protection Dist.
150 W. State Street
South Elgin, IL 60177

Rick Cox
President, Board of Trustees
S. Elgin Fire Protection Dist.
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South Elgin, IL 60177

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Elgin, IL 60123

Rodney Seyller
Elgin Township Hwy Commissione
725 S. McLean Blvd.
Elgin, IL 60123

Kevin Wallace, President
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Karolyn Nance, Director
Bartlett Library District
800 South Bartlett Road
Bartlett, IL 60103

James Barr, Administrator
Hanover Township
250 S. Route 59
Bartlett, IL 60103

James R. McCarthy, President
Bartlett Fire Protection District
234 North Oak Avenue
Bartlett, IL 60103

Donna Smith, President
School District U-46
355 East Chicago Ave.
Elgin, IL 60120

Terry Mason
Cook Co. Dept. of Public Health
15900 S. Cicero Ave.
Oak Forest, IL 60432

Theodore J. Lewis, President
Bartlett Park District
696 West Stearns Road
Bartlett, IL 60103

Juanita Martinez
Wayne Township General Assist.
27W031 North Ave
West Chicago, IL 60185

Mr. Dan Cronin, Chairman
County of DuPage
421 N. County Farm Rd
Wheaton, IL 60187

Stephen Davis, Chairman
DuPage Airport Authority
2700 International Drive
West Chicago, IL 60185

Rita Fletcher, Executive Director
Bartlett Park District
696 West Stearns Road
Bartlett, IL 60103

Tony Sanders
School District U-46
355 East Chicago Avenue
Elgin, IL 60120

David St. Pierre, Exec. Director
Metro Water Reclamation Dist.
100 E. Erie St.
Chicago, IL 60611

Tom Schneider, Hwy Comm.
Hanover Township Road & Bridge
250 S. Route 59
Bartlett, IL 60103

Arnold Randall, Gen. Superintendent
Forest Preserve Dist. of Cook County
536 N. Harlem
River Forest, IL 60305

Jack Budz, President
Bartlett Public Library
800 South Bartlett Road
Bartlett, IL 60103

Karen Ayala, Director
DuPage County Health Dept.
111 N. County Farm Rd.
Wheaton, IL 60187

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Wayne Township
27W031 North Ave.
West Chicago, IL 60185

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DuPage County
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Wheaton, IL 60187

William Gabrenya, Fire Chief
Bartlett Fire Protection District
234 North Oak Avenue
Bartlett, IL 60103

Dr. David Sam, President
Elgin Community College
1700 Spartan Drive
Elgin, IL 60123

Brian P. McGuire, Supervisor
Hanover Township
250 S. Route 59
Bartlett, IL 60103

David Orr, County Clerk
Consolidate Elections, Cook Cnty
69 W. Washington St. 5th Floor
Chicago, IL 60602

Toni Preckwinkle, Board President
County of Cook
118 North Clark Street, Room 537
Chicago, IL 60602

Jay Stewart
Cook County Econ. Development
69 W. Washington, Ste. 2900
Chicago, IL 60602

Carol Medal, Director
Gail Borden Public Library
270 N. Grove Ave.
Elgin, IL 60120

Joseph Cantore., President
DuPage Forest Preserve
P.O. Box 5000
Wheaton, IL 60189

Agenda Item Executive Summary

Item Name	Brewster Creek TIF Developer Note #4, Payout #18	Committee or Board	Board

BUDGET IMPACT			
Amount:	$532,500	*Budgeted*	$532,500
List what fund	Brewster Creek TIF Project Fund		

EXECUTIVE SUMMARY

Brewster Creek Public Improvements – TIF Developer Note #4, Payout #18.

ATTACHMENTS (PLEASE LIST)

Finance Memo

Resolution

Memorandum of Payment

Schedule of Costs

Village Engineer Letter

ACTION REQUESTED

- ☐ For Discussion Only
- ☒ Resolution
- ☐ Ordinance
- ☒ Motion:

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Disbursement Request for Payout No. 18 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff:	Todd Dowden, Finance Director	Date:	07/13/20

Village of Bartlett
Finance Department Memo
2020 - 12

DATE: July 13, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #18

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed $11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 18th developer note #4 payout request for the Brewster Creek TIF development. The total amount is $532,500. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2020-_____ A Resolution Approving of Disbursement Request for Payout No. 18 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2020-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 18 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed $11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its seventeenth Memorandum of Payment requesting that it be reimbursed the sum of $532,500 in Project Costs for Payout No. 18 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its eighteenth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the eighteenth Memorandum of Payment request; and

WHEREAS, The Series 2016 Subordinate Note requires advances to be in even increments of $100,

NOW, THEREFORE, 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 Memorandum of Payment No. 18 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of $532,500 is hereby approved.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED July 21, 2020

APPROVED July 21, 2020

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, 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 2020- , enacted on July 21, 2020, and approved on July 21, 2020, as the same appeared from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 18

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and

2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and

3. Such other documentation as is required by Section 12-1.C of the Agreement.

4. Developer requests payment in the sum of $ 532,500.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____

Dated: 7/1/20

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Jack Court Construction Layout	$	1,500.00
V3	Spitzer Sanitary & Jack Court CM	$	30,000.00
V3	Misc. Engineering & Survey Services	$	5,750.00
V3	Cook County North Mass Grading Design	$	7,500.00
Martam	Jack Court Construction	$	116,444.30
Martam	Cook County NorthMass Grading	$	363,033.00
Geocon	Cook County North Geotechnical Site Inspections	$	3,060.00
V3	Lot 9 Wetland Maintenance	$	2,500.00
V3	Minador Wetland Maintenance	$	2,700.00
	Total	**$**	**532,487.30**

BARTLETT PUBLIC WORKS

July 9, 2020

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM OF PAYMENT # 18** – RELATIVE TO THE REDEVELOPMENT AND FINANCING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ELMHURST CHICAGO STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 18** from Elmhurst Chicago Stone Company requesting payment in the amount of **$532,500.00** to reimburse itself for monies spent on the project for the period of **May 19, 2020** through **June 17, 2020.**

- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;

- Contractor invoices, work completion and amounts paid or retained;

- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies, Martam Construction, Inc. and Geocon Professional Services stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 18.** We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Martam Construction, Inc. and Geocon Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 18**, covered by the dates May 19, 2020 through June 17, 2020.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney

Agenda Item Executive Summary

Item Name	Resolution for a Software Services Agreement and Order Form for a Professional Statement of Work between OpenGov, Inc. and the Village of Bartlett	Committee or Board	Village Board

BUDGET IMPACT

Amount:	$55,000	*Budgeted*	$60,000
List what fund	Capital Outlay - #1500-570100 – Machinery and Equipment (One-time fee)		

EXECUTIVE SUMMARY

Attached for the Board's review is the Software Services Agreement, Order Form and the Professional Statement of Work for the Permitting, Licensing and Code Enforcement operations within the Planning & Development Services Department. This initial agreement includes a one-time set-up and implementation fee of $35,000 and a software services fee of $20,000. This agreement, beginning on August 1, 2020, is for five years with years 2-5 including an annual software and support fee of $28,810.

The PDS and IT Departments, along with the Village Attorney, have reviewed this agreement and recommend its approval.

ATTACHMENTS

Memo and Resolution, including the Order Form, Professional Statement of Work with Appendices and Software Services Agreement

ACTION REQUESTED

☐For Discussion Only

☒Resolution – Move to approve Resolution #2020- _____ *A Resolution Approving A Software Services Agreement And An Order Form For Professional Statement Of Work Between OpenGov, Inc. And The Village Of Bartlett*

☐Ordinance

☐Motion

Staff Roberta Grill, Planning & Development Services Director Date: 07.13.2020

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
20-85

DATE: July 13, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director

RE: Software Services Agreement and the Professional Statement of Work between OpenGov and the Village of Bartlett

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Attached for the Board's review is the Software Services Agreement, Order Form and the Professional Statement of Work for the Permitting, Licensing and Code Enforcement operations within the Planning & Development Services Department. This initial agreement includes a one-time set-up and implementation fee of $35,000 and a software services fee of $20,000. This agreement, beginning on August 1, 2020, is for five years with years 2-5 including an annual software and support fee of $28,810.

The PDS and IT Departments, along with the Village Attorney, have reviewed this agreement and recommend its approval.

A Resolution including the Order Form, Professional Statement of Work and Software Services Agreement is attached for your review.

Move to approve Resolution #2020- _____ *A Resolution Approving A Software Services Agreement And An Order Form For Professional Statement Of Work Between OpenGov, Inc. And The Village Of Bartlett.*

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RESOLUTION 2020 - _____

A RESOLUTION APPROVING A SOFTWARE SERVICES AGREEMENT AND AN ORDER FORM FOR PROFESSIONAL STATEMENT OF WORK BETWEEN OPENGOV, INC. AND THE VILLAGE OF BARTLETT

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (alternately referred to herein as the "Village" or the "Customer"), as follows:

SECTION ONE: That the Order Form for Professional Services with creation date of June 30, 2020 and subscription start date as of August 1, 2020, including the OpenGov Statement of Work – Village of Bartlett, IL for Permitting, Licensing & Code Enforcement Suite Implementation of Planning and Development Services (Document Number: DD-00975) for a one time fee of $35,000.00, a copy of which is appended here to as Exhibit 1 and is expressly incorporated herein, is hereby approved.

SECTION TWO: That the OpenGov Software Services Agreement between OpenGov, Inc., a Delaware corporation with its principal place of business at 955 Charter Street, Redwood, California ("OpenGov") and the Village of Bartlett ("Customer") for permitting, licensing and code enforcement software services for the sum of $20,000.00 for the first year and $28,810.00 per year for four years thereafter (the "SSA"), a copy of which is appended hereto as Exhibit 2 and is expressly incorporated herein, is hereby approved.

SECTION THREE: That the Village Administrator is hereby authorized and directed to execute (1) the Order Form, including the Statement of Work, approved in Section One of this Resolution, with a copy appended hereto as Exhibit 1; and (2) the SSA approved in Section Two of this Resolution, with a copy appended here to as Exhibit 2.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 21, 2020

APPROVED: July 21, 2020

_____
Kevin Wallace, President

ATTEST:

_____
Lorna Giless, 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 2020 - _____ enacted on July 21, 2020 and approved on July 21, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

EXHIBIT 1

OPENGOV

OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Created On: 7/10/2020
Order Form Expiration: 7/31/2020
Subscription Start Date: 8/1/2020
Subscription End Date: 7/31/2025

Prepared By: Andrew Jones
Email: ajones@opengov.com
Contract Term 5 Years

Customer Information

Customer: Village of Bartlett, IL
Bill To/Ship To: 228 S. Main St.
Bartlett, Illinois 60103
United Statees

Contact Name: Roberta Grill
Email: rgrill@vbartlett.org
Phone: (630) 540 594

Billing Contac Roberta Grill
Email: rgrill@vbartlett.org
Phone: (630) 540 594

Order Details

Billing Frequency: Annual
Payment Terms: Net Thirty (30) Days

Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
Permitting, Licensing and Code Enforcement — 3 Service Areas *Premium Support - Gold*	8/1/2020	7/31/2021	1	$20,000.00
Permitting, Licensing and Code Enforcement — 3 Service Area *Premium Support - Gold*	8/1/2021	7/31/2025	4	$28,810.00

Annual Subscription: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached

Professional Services Total: $35,000.00

Billing Table:

Amount Due	Billing Date
$55,000.00	August 1, 2020 ($20,000 Software + $35,000 Services)
$28,810.00	August 1, 2021
$28,810.00	August 1, 2022
$28,810.00	August 1, 2023
$28,810.00	August 1, 2024

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Any payment deadlines and late payment fees, if any, shall be made in accordance with the Local Goverment Prompt Payment Act (50 ILCS 505/1 et seq.). Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Village of Bartlett, IL

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

OPENGOV

Statement of Work

Village of Bartlett, IL

Permitting, Licensing & Code Enforcement Suite Implementation of Planning and Development Services

Created By Adam J. Weems
SOW Creation Date 06/29/2020
Version: 5
Document Number: DD-00975

1. Objective

1.1. Summary

OpenGov Inc. ("OpenGov") will perform for the Village of Bartlett, IL ("Customer") pursuant to the order for Professional Services agreed to by the parties ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of the Permitting, Licensing & Code Enforcement ("PLC") suite of the OpenGov ERP Cloud. PLC is a suite within the OpenGov ERP Cloud for public-facing transactions and internal processing. The platform comprises four modules necessary to optimize the four key components of permitting, licensing, and code enforcement:

Customer Service

Offer a best-in-class business portal for community-wide citizen service. Let citizens determine the requirements they may need for their project, and let them apply, pay, track, and print permits online.

Processing

Standardize and automate permitting, licensing, and code enforcement workflows with advanced conditional logic. Enable a single source of truth for permitting and addressing data using a powerful reporting engine, and enable real-time collaboration and electronic review processes.

Inspections

Automate inspection scheduling using fine-tuned daily inspection availability settings, and monitor required inspections on the map. Conduct inspections electronically using a mobile device in the field, capturing comments, pictures, and violations. Minimize inspector travel time with automatic daily route optimization.

Renewals

Monitor renewal compliance during specified renewal periods, renew records in-office, export mailing lists, and leverage automatic just-in-time email notifications with delivery receipts. See the entire history of a renewed record over multiple years.

The four modules constitute a comprehensive, integrated system to manage permits, licenses, and cases in any department.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope. Customer and OpenGov will jointly agree to additional limitations and exclusions during initial project management call(s).

OpenGov will provide Professional Services to implement PLC for Customer's Planning and Development Services.

2.2. Deliverables

Deployment Services	Deliverables Description
Information Gathering	OpenGov to collaborate with Customer to gather: • Existing forms • Understanding current workflows • Gathering all existing supporting documentation
Process Mapping	• OpenGov will analyse and map all Customer processes according to OpenGov modules and data models.

PLC System Configuration	OpenGov to configure permit, license, and case types in the PLC system for Customer's Planning and Development Services for Customer's Initial Record Types as outlined in Appendix A & Appendix B.
	• OpenGov will provide up to 2, 90 minute working sessions
	  ○ To support Customer with configuration of remaining record types not outlined in Appendix A & B.
	  ○ To provide minimal additional customization to created forms.
	
	OpenGov will configure and test:
	• Forms
	• Workflows
	• Fee structures
	• Attachment requirements
	• Permit/license/letter templates
	• User access
	• Renewal processes
	• Inspection checklists

	• Inspection availability • Public portal • Accounting practices • Business rules

Historical Data Migration	• OpenGov will scope, format, and script data from Customer's Tyler Munis export to the PLC suite.
	• Resulting migration script provides an initial load of data into the PLC suite.
	• Just prior to go-live, OpenGov will re-run the migration with the latest data.
	• Data migration includes:
	  ○ Records (Permits, Licenses, etc.)
	  ○ Applicant data
	  ○ Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration)
	  ○ Fees and Payments (will be migrated as form data)
	  ○ Inspections (will be migrated as form data)
	  ■ Inspection information will not be migrated into the workflow, or function as full inspection objects in PLC.
	  ■ The information will be referenceable on the individual record pages for the migrated records.
	  ○ Contractors, Work Description and other Form Data
	  ○ Other Multi-Entry form data
	• Data migration does not include:
	  ○ Cleaning of any corrupted data
	  ○ Creation and linking of applicant accounts
	  ○ Integration of historical fees and payments into workflow or financial reports.
	  ○ Logs of permit changes
	  ○ Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections).
	  ○ Permit Attachments
	  ○ Import of contractor database
	  ○ Creation of projects or other relationships between permits
	• Data Migration and File Requirements:
	  ○ OpenGov will accept:
	  ■ Microsoft SQL Database
	  ■ Access Database

	■ dBase Files ■ Flat files (e.g., CSV, Excel) ○ OpenGov will not accept: ■ Oracle Databases ■ MySQL Databases
ESRI ArcGIS Server Integration	OpenGov will integrate the PLC suite with Customer ArcGIS Server. This will replace all Google Maps views with Customer's published ESRI map.
Master Address Table-One Time Import	• OpenGov will import all of Customer location information from your Master Address Table into PLC. This will replace the automated Google Maps Address Search. • Customer will provide a clean master address table including all of the community's location information. It must contain the parcel properties latitude/longitude coordinates, and at least 1 unique ID field. OpenGov does not take responsibility for 'dirty' data.
Go-Live Support	• A mutually agreed upon go-live date is chosen for the Customer to begin using PLC. • OpenGov and Customer to develop a publicity plan including traditional and social channels.
Contractor Integration	OpenGov will integrate the PLC suite with Customer contractor database to import licensed contractor information.
PLC Administrator Training	During the PLC System Configuration, OpenGov will also provide Administrator Training, which will include: • How to create and customize the public portal in PLC • How to create and customize PLC record types (forms, document templates, fee schedules, workflows) • How to set up inspections in PLC • How to create datasets in PLC • The basic functions of any integrations or other customizations included in the SOW
End User Education Course	• Up to 2 possible end-user training sessions, 3 hours per session. • OpenGov will develop a user training plan in conjunction with Customer administrator. • OpenGov will deliver formal and informal training via in-person and digital channels to familiarize administrators and users with system functions that apply to their responsibilities. • Trainings conducted in single 3-hour end-user training sessions.. • Recordings provided to Customer post training.

Total Estimated Hours	Up to 200 Hours

2.3. Assumptions and Exclusions

- OpenGov is providing these services under a Prepaid Hours contract. Under a Prepaid Hours contract, the Customer is purchasing a package with a set number of Professional Service hours scoped to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. If additional requirements are added, the Customer will need to purchase additional hours.

3. Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or customer resources, and the timeliness of deliverables provided by Customer.

Task	OpenGov Role	Customer Role	Duration
Provision OpenGov Cloud environment	Provision access	None	1 week
Admin Training and project scoping	Execute system conversion	Participate in trainings	1 week
Discovery – configuration required by department	Lead discovery sessions	Participate in discovery and provide information	4 weeks
Configuration additions/modifications to suit department operations	Configure system	Modify configuration where desired	4 weeks
Develop interfaces with 3rd-party systems	Plan and execute integration strategy	Modify configuration where desired	12 weeks
Validate system configuration and 3rd-party interfaces	Provide testing environment, modify system	Validate system configuration	4 weeks

	according to feedback		
Conduct training with system administrators and end-users to familiarize with new system	Conduct trainings	Participate in trainings	2 weeks
Sign-off on go-live and prepare for system cutover for department	Gain sign-off, execute system cutover protocol	Sign off on go-live	1 week

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the "OpenGov Project Manager"), an Implementation Analyst ("OpenGov Implementation Analyst") and an Integration Engineer ("OpenGov Integration Engineer") upon execution of the SOW.

The OpenGov Project Manager shall fulfill schedule and manage all responsibilities outlined in the scope of work, and will serve as the point person for all project issues. . The OpenGov Implementation Analyst will conduct all configuration and training activities for the project, and will work with the OpenGov Project Manager to complete the implementation of the PLC suite, The OpenGov Integration Engineer will oversee and execute the migration of data to the PLC suite.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off.

The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. This includes working with the OpenGov Project Manager to schedule resources for configuration, training and testing activities, verifying completion of Customer Implementation responsibilities, providing milestone sign-offs as required, and mitigating any issues or risks that arise through the course of the implementation.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Provide relevant technical details and documentation for data requirements for Customer's environment.
2. Complete deliverables as outlined by discovery, documentation and specifications.
3. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
4. Establish documentation and procedural standards for the project.
5. Review and administer project change control, as described in Section 5, Change Control Procedures.
6. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
7. Manage delivery of in-scope items in coordination with Customer.
8. Make available deliverables to Customer project team for review and verification.

Customer

1. Designate a Customer Project Manager to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available the appropriate files and specifications necessary to complete configurations.
4. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations, validate system configurations and data migrations and provide Customer environment specific technical details.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to System to support integration and make available access for integration to software. The Customer will be responsible for ensuring that the versions of System running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. system licenses.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over

those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon by Customer and OpenGov.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Travel to onsite engagements will be undertaken only with Customer approval. Travel expenses will be billed as incurred. If Customer has specific requirements on vendor travel, those requirements will have been supplied prior to contract signature for consideration by OpenGov.

Appendix A:

OpenGov agrees to configure the following PLC Forms for Customer:

Master Record types:

1. Accessory Building/Structure
2. Addition
3. Amplifier
4. Build-out (Remodel)
5. Deck
6. Demolition
7. Driveway
8. Erosion Control
9. Fence
10. Fire
11. Home Occupation
12. HVAC
13. Miscellaneous
14. Native Planting Lot
15. New Construction

16. Occupancy
17. Parking Lot Improvements
18. Patio/Service Walk/Stoop
19. Pools
20. Remodel
21. Roof
22. Siding
23. Sign
24. Solar
25. Trailer
26. Vacant Building Registry
27. Windows/Door
28. Water Heater

Appendix B:

OpenGov agrees to configure the following PLC Forms for Code Enforcement for Customer:
(Main form followed by items for drop down list)

Accessory Structures

- IPMC 302.7 ACCESSORY STRUCTURES IN DISREPAIR
- IPMC 303.1 SWIMMING POOL CONDITION
- IPMC 303.2 SWIMMING POOL ENCLOSURE
- IPMC 304.19 GATES IN DISREPAIR
- MC 9-21-6 SWIMMING POOL BARRIER
- MC 9-2-18:H DEMOLITION FENCING REQUIRED

Animal/Pests

- IPMC 302.5 RODENT HARBORAGE
- IPMC 309.1 INSECT AND RODENT INFESTATION
- MC 10-4A-2:C.2 Chickens standards in residential districts
- MC 10-4A-3:E Domestic animals (number of pets)
- MC 10-4A-5:1 LIVESTOCK PROHIBITED
- MC 5-2-5:J TOO MANY PETS PER VILLAGE CODE
- MC 9-13-11 INFESTATION

Exterior Property Areas

- IFC 302.1; 302.2 GAS STORAGE NEEDS BOLLARDS
- IPMC 302.9 DEFACEMENT OF PROPERTY
- MC 10-3-4 ILLEGAL GARDEN LOCATION
- MC 4-2-5 ILLEGAL COMPOST PILES
- MC 7-1-8:A OBSTRUCTING PUBLIC WAY
- MC 10-3-5:H ILLEGAL POD / STORAGE UNIT

Exterior Structure

- IMPC M29:M75304.15 EXTERIOR DOOR(S) IN DISREPAIR
- IPMC 304.1 EXTERIOR STRUCTURE CONDITION
- IPMC 304.10 STAIRWAYS/PORCH / DECK IN DISREPAIR
- IPMC 304.12 GUARDS / RAILINGS IN DISREPAIR
- IPMC 304.14 NEED SELF CLOSING SCREEN DOOR
- IPMC 304.2 PROTECTIVE TREATMENT
- IPMC 304.3 ADDRESS IDENTIFICATION
- IPMC 304.6 SOFFIT / FASCIA IN DISREPAIR
- IPMC 304.7 ROOFS & DRAINAGE
- IPMC 304.9 VENTS / DUCTS IN DISREPAIR
- MC 9-11-3 MECHANICAL SCREENING REQUIRED
- MC 9-13-9 WINDOW SCREENS IN DISREPAIR
- MC 9-5-12 ADDRESS NUMBERS REQUIRED
- IPMC 108.1.1 UNSAFE STRUCTURE
- IPMC 304.13 WINDOWS/DOOR(S) IN DISREPAIR
- IPMC 304.15 EXTERIOR DOORS DISREPAIR
- IPMC 604.3 ADDRESS ELECTRICAL EQUIPMENT
- IPMC 605.1 SECURE ELECTRICAL WIRING

Health & Sanitation

- IPMC 305.1 UNSANITARY CONDITIONS
- MC 3-25-8 Itinerant Food Establishment
- MC 3-30 Mobile Food Vendors
- MC 4-1-6 Keep Premises in Safe & Sanitary Condition
- MC 4-1-7 Unlawful to commit or do any act which endangers the public health of results in annoyance or discomfort to the public
- MC 4-1-8 EXCESSIVE DOG FECES
- MC 4-1-2:B STAGNANT WATER NEEDS LARVICIDE

Interior

- FAULTY MECHANICAL EQUIPMENT
- IMPC 602.3 HEAT IS REQUIRED AT 68 DEGREES
- IPMC 501.2 owner shall provide and maintain plumbing facilities and fixtures
- IPMC 702.3 NO KEYS ON EGRESS DOORS
- IPMC 704.1 FIRE PROTECTION SYSTEM MAINTAINED
- MC 9-13-12 Heat supply to dwellings
- MC 9-13-13 Heat supply non-residential
- IPMC 108.1.1 UNSAFE STRUCTURE
- IPMC 304.13 WINDOWS/DOOR(S) IN DISREPAIR
- IPMC 304.15 EXTERIOR DOORS DISREPAIR
- IPMC 604.3 ADDRESS ELECTRICAL EQUIPMENT
- IPMC 605.1 SECURE ELECTRICAL WIRING

Landscaping/Grading/Drainage

- IPMC 301.3 VACANT STRUCTURE & LAND
- MC 10-11A-4 Landscape Requirements
- MC 10-11A-4:D.2 REPAIR LANDSCAPE PERIMETER
- MC 10-11A-4:D2 Perimeter Landscaping
- MC 10-11A-6:A4 SEED / SOD EXPOSED DIRT AREAS
- MC 4-3-2 ILLEGAL NATIVE PLANTING LOT
- MC 4-3-2:A.2 Tall grass and weeds greater than 8"
- MC 4-3-2:B VACANT LOT NEEDS ATTENTION
- MC 4-3-2:H Native Planting Lots
- MC 7-1-6 OBSTRUCTING VISION TRIANGLE
- MC 9-13-14 DEAD OR DYING DEAD TREE
- MC 9-13-7 WEEDS/ TALL GRASS EXCEED 8"
- MC 7-1-8:A OBSTRUCTING PUBLIC WAY

Nuisance

- IPMC 302.2 GRADING AND DRAINAGE
- MC 3-1-11:A Nuisance Prohibited
- MC 4-1-8 CREATING A PUBLIC NUISANCE
- MC 4-3-4 EXCESSIVE NOISE COMPLAINT
- MC 8-1 ILLEGAL OPEN BURNING
- MC 8-1-2 Burning Leaves/Garbage: It shall be unlawful to burn any garbage, refuse, leaves and other yard waste, or any other material outside of any building at any time in the Village
- MC 8-1-3:A Fires: It shall be unlawful to build or light any bonfire so close to any building or other structure as to endanger such building or structure or on any street or sidewalk pavement
- MC 4-1-2:B STAGNANT WATER NEEDS LARVICIDE

Other

- IPMC 102.5 UNAPPROVED WORKMANSHIP
- IPMC 108.1.2 UNSAFE EQUIPMENT
- IPMC 404.5 OVERCROWDING
- MC 10-3-5.E ILLEGAL HOME OCCUPATION
- MC 10-3-5:E Home occupation permits
- MC 3-18-3 Soliciting without permit
- MC 3-18-5 Uninvited soliciting prohibited
- MC 3-18-6 Soliciting in violation of permit hours
- MC 3-21 NO GARAGE SALE ALLOWED
- MC 9-2-1 WORK WITHOUT A PERMIT
- MC 9-25-6 Obligation to register vacant buildings
- MC 9-25-6:A.1 Registration of Vacant Building
- MC 9-25-6:A.4 Vacant Building Plan Submittal
- MC 9-25-7 Failure to provide Vacant Building Plan

- NEC 590.3(B) ILLEGAL TEMPORARY LIGHTING

Rubbish/Garbage

- 415 ILCS 151 ILLEGALLY DISPOSED ELECTRONICS
- IPMC 108.1.3 Structure unfit for human occupancy
- IPMC 302.1 SANITATION
- IPMC 308.1 ACCUMULATION OF RUBBISH AND GARBAGE
- MC 10-11A-4:E.1.a KEEP DUMPSTERS IN CORRAL
- MC 3-1-11:B.1 Unsafe or Unhealthful Business: Evidence
- MC 3-1-11:B.2 Unsafe or Unhealthful Business: Exist
- MC 3-1-11:C KEEP DUMPSTER LIDS CLOSED
- MC 3-1-11:C.2 Duty to Provide Refuse Containers & Place Refuse in Containers
- MC 3-26-2:B.3 GARBAGE CANS OUT TOO EARLY
- MC 4-2-2:A PICK-UP GARBAGE / RUBBISH
- MC 4-2-4:A.3; 7-1-7 DEPOSIT ON PUBLIC WAYS
- MC 8-1-3:B.2 It shall be unlawful to dump, leave or deposit any refuse anywhere in the Village, with or without consent of the owner of the premises
- MC 9-13-10 GARBAGE CANS STORED IMPROPERLY
- Requirements Per Groot ILLEGAL BRUSH AT THE CURB

Signs

- AMT 250.00; UAC 400.310 HANDICAP PARKING SIGN REQUIRED
- MC 10-12-1:A.3 TRAFFIC SIGNS DOWN / DAMAGED
- MC 10-12-6:F SIGNAGE IN DISREPAIR
- MC 10-12-6:G ILLEGAL TEMPORARY SIGNS
- MC 3-21-4 Improper display of garage sale sign

Vehicles/Trailers

- IPMC 302.8 UNLIC. OR INOPERABLE VEHICLE
- MC 10-11-1-4:B VEHICLES PARKING ON THE GRASS
- MC 10-1-9:J ILLEGAL RV / BOAT / TRAILER
- MC 10-3-5:L ILLEGAL COMMERCIAL VEHICLE
- MC 10-3-5:M Vehicles (Servicing of) in Residential Districts
- MC 10-4A-3:A Commercial vehicle
- MC 10-4A-3:A.1 Commercial vehicle plates
- MC 10-4A-3:A.2 Commercial vehicle height limit
- MC 10-4A-3:A.3 Commercial Vehicle setback
- MC 10-4A-3:A.4 Equipment mut be covered
- MC 10-4A-3:B Inoperable Vehicle
- MC 10-4A-3:C ILLEGAL SNOWMOBILE TRAILER
- MC 10-4A-3:C TOO MANY TRAILERS BEHIND HOUSE
- MC 10-4A-3:C.1 RV/Trailers parked between 11/1 - 4/30
- MC 10-4A-3:C.3 Recreational vehicle limit and location

- MC 10-4A-3:C.5 RV/Trailers to be stored in an enclosed structure
- MC 10-3-5:H ILLEGAL POD / STORAGE UNIT

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the Customer Resource Center page found at https://opengov.zendesk.com.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"Initial Term" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved in writing by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable. OpenGov shall anonymize Customer Data prior to sharing it with any of OpenGov's partners or other third parties.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer. Notwithstanding the above, certain Customer Data in the Permitting, Licensing and Code Enforcement Software Services ("**PLC Customer Data**") is not available for download. As long as Customer has paid all fees due to OpenGov, Customer may make a written request within thirty (30) days after termination or expiration of this Agreement for OpenGov to provide Customer with a copy of all PLC Customer Data then in OpenGov's possession or control in a .xls, .csv, or some other format to be mutually agreed upon. Thirty (30) days after termination or expiration of the Agreement, OpenGov will have no obligation to maintain or provide Customer with Customer Data.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the

disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that (1) the Customer has previously released to the public; (2) would be required to be released to the public, upon request, according to applicable federal, state, or local public records laws, including the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.); or (3) Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall not increase the Fees payable for the Software Services during any Renewal Term by more than 4% each year of the Renewal Term adjusted annually.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. The parties may mutually agree in writing to renew this Agreement for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term"). This Agreement will not automatically renew at the expiration of the Initial Term.

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software

Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of completion of the SOW of in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days from completion of the Professional Services specified in the SOW, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre- paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Cook County, Illinois, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Village of Bartlett, IL		**OPENGOV, INC.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	Paul H. Denton
Title:	_____	Title:	CFO
Date:	_____	Date:	_____

Agenda Item Executive Summary

Item Name	CARES Act IGA	Committee or Board	Board

BUDGET IMPACT

Amount:	N/A	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached for your consideration is an Intergovernmental Agreement to Participate in the DuPage County Local Government COVID-19 Reimbursement Program. Through their reimbursement program, DuPage County is offering cities and villages in the county a disbursement of $51.84 per capita (up to $1,268,732.16 for Bartlett).

Items that qualify under this program include PPE, sanitation and disinfectant products, and technology software/equipment necessary to hold board meetings online. Additional expenses include payroll costs for employees dedicated to mitigating the spread of or responding to Covid-19 and economic development programs designed to defray the costs to local businesses.

ATTACHMENTS (PLEASE LIST)

Staff memo dated July 13, 2020

Resolution

Agreement

ACTION REQUESTED

- ☐ For Discussion Only
- ☑ Resolution
- ☐ Ordinance
- ☑ Motion:

MOTION: I move to approve Resolution 2020-_____ a Resolution approving an Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program.

Staff:	Scott Skrycki, Assistant Village Administrator	Date:	07/13/2020
	Samuel Hughes, Sr. Management Analyst		

Memorandum

To: Paula Schumacher, Village Administrator

From: Scott Skrycki, Assistant Village Administrator

Samuel Hughes, Senior Management Analyst

Date: 07/13/2020

Re: DuPage County COVID-19 Reimbursement IGA

Attached for your consideration is an Intergovernmental Agreement to Participate in the DuPage County Local Government COVID-19 Reimbursement Program. DuPage County received approximately one hundred sixty-one million dollars (161,000,000) from the federal CARES Act. Through their reimbursement program, DuPage County is offering cities and villages in the county a disbursement of $51.84 per capita. Bartlett has a DuPage population of 24,474 and therefore is eligible for up to one million two hundred sixty-eight thousand, seven hundred thirty-two dollars and sixteen cents (1,268,732.16) in reimbursement for COVID related expenses benefitting DuPage County residents.

Items that qualify under this program include PPE, sanitation and disinfectant products, and technology software/equipment necessary to hold board meetings online. Additional expenses include payroll costs for employees dedicated to mitigating the spread of or responding to Covid-19 and economic development programs designed to defray the costs to local businesses.

If passed, the Village can submit eligible expenditures from March 1, 2020 up through December 30, 2020 to the County for reimbursement. DuPage is hiring a third party auditor to review submissions and once processed, DuPage will distribute reimbursements. The Villages first submission would be sent in shortly after the IGA is passed, with additional submissions being made monthly through December.

Motion

I move to approve Resolution 2020-_____ a Resolution approving an Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN DUPAGE COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM

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: That the Intergovernmental Agreement for Participation in DuPage County Local Government COVID-19 Reimbursement Program between the County of DuPage and the Village of Bartlett dated as of July 14, 2020 (the "Agreement"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: **SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this 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 its passage and approval.

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:

PASSED: July 21, 2020
APPROVED: July 21, 2020

_____
Kevin Wallace, President

ATTEST:

_____
Lorna Giless, Village Clerk

C E R T I F I C A T I O N

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 2020 - _____ enacted on July 21, 2020 and approved on July 21, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

INTERGOVERNMENTAL AGREEEMENT FOR PARTICIPATION IN DUPAGE COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM.

THIS AGREEMENT is made and entered into on this 14th day of July, 2020 by and between the County of DuPage, a body politic and corporate, hereinafter referred to as "COUNTY" and the municipality of Bartlett, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ *et. seq*) authorize units of local government, including counties and municipalities, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of public entities to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the County of DuPage received approximately one hundred sixty-one million dollars ($161,000,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the County of DuPage was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to the State of Illinois and the County of DuPage to benefit the citizens of DuPage County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within DuPage County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of Illinois has ordered the closure of non-essential businesses; and

WHEREAS, the County of DuPage, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

A. **"CARES Act funds"** shall refer to funds which have been allocated to DuPage County under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") of which DuPage County is responsible for the disposition.

B. **"Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

C. **"Expenses"** shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things

which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of DuPage County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

D. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. The County has, by resolution, created the DuPage County Local Government COVID-19 Reimbursement program. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Finance Department or Third-Party Consultant hired by the County, shall process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the DuPage County Board, the DuPage County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this IGA for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of the DuPage County Board, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses. Municipality

agrees that the County Board, through its Finance Department or Third-Party Administrator, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the Third Party Administrator hired by the County to process reimbursement requests. County and Third Party Administrator shall work collaboratively with Municipality and DuPage Mayors and Managers Conference to ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County Board to issue a reimbursement.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification wherein the Mayor/President, certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into the IGA, Municipality authorizes its Mayor or President to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act. Such rejection may be made by the DuPage County Board. This section shall not be held to restrict the County Finance Department or Third-Party Administrator from rejecting requests which clearly fail to comply with the CARES Act or with Department of Treasury guidelines.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County Board will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit,

and the County Board will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

5.2 Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another County, State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.

5.3 Under this program, Municipality shall receive, in aggregate, no more than fifty-one dollars and eighty-four cents ($51.84) for each resident of the Municipality who resides within the geographic boundaries of DuPage County as set forth in Schedule 1 attached to this Agreement. This section shall not bar future additional expenditures by County for specific municipalities which may be disproportionately impacted by COVID-19 and which, in the County's sole opinion, require additional resources to respond to the COVID-19 public health emergency.

5.4 Where Municipality is located, in part, in DuPage County and in part, in other Counties, Municipality should pro-rate their requested expense reimbursements based upon the population of their residents which reside within DuPage County. For Example, if Municipality has sixty percent (60%) of its population in DuPage County, a municipality may seek reimbursement for sixty percent (60%) of the total cost of the expense eligible for reimbursement. Municipality shall not pro-rate expenses which were used only to the benefit of DuPage County residents.

6.0 Cooperation

6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing sample forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.

6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.

6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.

7.2 At any time, DuPage County, the DuPage County Finance Department, or the DuPage County Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.

7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper, unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon Municipality's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until either party provides written notice of termination to the other. Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the DuPage County Board and Municipal governing board.

12.0 Notices and duplicate copies.

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

DuPage County:	Daniel J. Cronin, DuPage County Board Chairman 421 N. County Farm Road Wheaton, IL 60187
With a copy to:	DuPage County State's Attorney's Office ATTN: ASA CONOR MCCARTHY 503 N. County Farm Road Wheaton, IL 60187
Municipality:	Village of Bartlett ATTN: Paula Schumacher Village Administrator 228 S. Main St. Bartlett, IL 60103
With Copies to:	Bryan E. Mraz Village Attorney Bryan E. Mraz and Associates P.C. 111 Irving Park Rd. Roselle, IL 60172

12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

[Signature Page to Follow]

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF DUPAGE:	**VILLAGE OF BARTLETT:**
_____	_____
Daniel J. Cronin	Kevin Wallace
DuPage County Board Chairman	Mayor, Bartlett
Attest: _____	Attest: _____
Jean Kaczmarek	Lorna Giless
DuPage County Clerk	Village Clerk
Date: _____	Date: _____

Agenda Item Executive Summary

Item Name	Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing	Committee or Board	Board

BUDGET IMPACT

Amount:	$	*Budgeted*	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is an intergovernmental agreement with Wayne Township for equipment sharing. We believe this can benefit both agencies in the future with various projects and help reduce our costs. This past spring, we were able to work with the Road District to use their equipment to place stone shoulder along Powis Rd. This saved us time and money and that's when we started discussions of having an IGA in place so we can share equipment easily.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Intergovernmental Agreement

ACTION REQUESTED

- ☐ For Discussion Only
- ☒ Resolution
- ☐ Ordinance
- ☒ Motion:

MOTION: I move to approve Resolution 2020-_____, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing.

Staff: Dan Dinges, Director of Public Works Date: 07/10/20

PUBLIC WORKS

Memo

DATE: July 10, 2020

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: IGA with Wayne Township for Equipment Sharing

Attached is an intergovernmental agreement with Wayne Township for equipment sharing. We believe this can benefit both agencies in the future with various projects and help reduce our costs. This past spring, we were able to work with the Road District to use their equipment to place stone shoulder along Powis Rd. This saved us time and money and that's when we started discussions of having an IGA in place so we can share equipment easily.

We recommend that the Village Board approve the agreement with Wayne Township.

MOTION: I move to approve Resolution 2020-_____, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing.

RESOLUTION 2020 - _____

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WAYNE TOWNSHIP ROAD DISTRICT AND THE VILLAGE OF BARTLETT FOR EQUIPMENT SHARING

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: That the Intergovernmental Agreement Between the Wayne Township Road District and the Village of Bartlett for Equipment Sharing dated as of July 21, 2020 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to such minor modifications as may be approved by the Village Attorney.

SECTION TWO: The President and Village Clerk of the Village of Bartlett are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 21, 2020

APPROVED: July 21, 2020

_____
Kevin Wallace, President

ATTEST:

_____
Lorna Giless, 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 2020 - _____ enacted on July 21, 2020 and approved on July 21, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE WAYNE TOWNSHIP ROAD DISTRICT AND THE VILLAGE OF BARTLETT FOR EQUIPMENT SHARING

This Intergovernmental Agreement (the "Agreement"), is entered into this 21st day of July, 2020, by and between the Village of Bartlett, an Illinois municipal corporation (the "VILLAGE"), and the Wayne Township Road District, a body corporate and politic of the State of Illinois (the "ROAD DISTRICT"). The VILLAGE and the ROAD DISTRICT are sometimes individually referred to as a "Party" or together as "Parties."

WITNESSETH

WHEREAS, the VILLAGE and the ROAD DISTRICT are authorized by the 1970 Illinois Constitution, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., to contract with each other;

WHEREAS, each Party owns various equipment used for road and general property maintenance purposes and useful for public works projects, construction, operations, and maintenance;

WHEREAS, each Party employs personnel capable of operating its equipment;

WHEREAS, the Parties agree that sharing equipment and manpower promotes the cost-effective and efficient use of public resources;

WHEREAS, as set forth in 605 ILCS 5/5-201.10 and 201.10-1, the ROAD DISTRICT's Highway Commissioner has the authority to make agreements with the corporate authorities of the VILLAGE for the lease or exchange of idle machinery, equipment or tools belonging to the ROAD DISTRICT, and to furnish or obtain services and materials related to construction, maintenance or repair of roads, upon such terms and conditions as may be mutually agreed upon;

WHEREAS, as set forth in 5 ILCS 220/5, the VILLAGE has the authority to make agreements with the ROAD DISTRICT regarding the subject matter of this Agreement upon such terms and conditions as may be mutually agreed upon;

WHEREAS, the VILLAGE and the ROAD DISTRICT have determined that it is in the best interest of the citizens of the VILLAGE and ROAD DISTRICT for the Parties to occasionally share equipment and manpower for purposes related to construction, maintenance or repair of roads or otherwise useful to the other Party, and to memorialize the terms for sharing equipment and manpower, as provided in this Agreement.

NOW, THEREFORE, in the consideration of the mutual covenants and conditions contained within this Agreement, the sufficiency of which is hereby acknowledged by the Parties, the VILLAGE and ROAD DISTRICT agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein by reference and are made a part hereof.

2. **SHARING OF EQUIPMENT.** The Parties may make available to each other vehicles, equipment, machinery, and related items ("Equipment") in the manner and on the terms and conditions provided herein. The Equipment covered by this Agreement shall only be items appropriate for public works, road construction or road maintenance, and shall not include regular automobiles. The Party supplying the Equipment shall be designated as the "Provider." The Party receiving the use of the Equipment shall be designated as the "User."

3. **AVAILABILITY.** The Provider may provide Equipment to the User upon reasonable request at mutually convenient times and locations. The Provider retains the right, in its sole discretion, to decline any request, or to decline a request for use of Equipment at a particular time or location.

4. **OPERATION OF EQUIPMENT.** Only the Provider's personnel may operate Equipment. In so doing, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of User. The Provider's operator shall perform under the general direction of the User as to location and work to be performed provided, however, the Provider's operator shall retain full control over the operation of the Equipment and the manner and means of operating the Equipment. The Provider will responsible for transporting the Equipment to and from the location where it will be operated.

5. **INDEPENDENT CONTRACTORS.** The Parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services or operating Equipment under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No User shall be responsible for the payment of any salaries, wages, compensation or benefits for Provider's workers while operating Equipment for the benefit of User under this Agreement.

6. **NO COMPENSATION.** Neither Party shall pay any compensation or reimbursement to the other Party for the sharing of Equipment or services provided pursuant to this Agreement.

7. **DAMAGE TO PROPERTY.** Any damage to property caused by either Party shall be reported within a reasonable amount of time to the other Party. The Party which caused the damage will be responsible for the repair or replacement of the damaged property to the satisfaction of the other provided, however, that the damaged property need only be restored to as good a condition as, and of a similar quality to, its condition before it was damaged.

8. **INDEMNIFICATION.**

A. To the fullest extent permitted by law, the VILLAGE shall fully indemnify, hold harmless and defend the ROAD DISTRICT, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, costs, fees and expense of defense, including reasonable attorney fees, arising from, growing out of, or related to, any loss, damage, injury to, or death of, a person, or loss or damage to property, resulting from, or connected with, the VILLAGE's or its employees', officers' or agents' acts or omissions in providing or operating Equipment under this Agreement or otherwise arising out of this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the active negligence, sole negligence or willful misconduct of the ROAD DISTRICT or its officers, agents and employees.

B. To the fullest extent permitted by law, the ROAD DISTRCT shall fully indemnify, hold harmless and defend the VILLAGE, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, costs, fees and expense of defense, including reasonable attorney fees, arising from, growing out of, or related to, any loss, damage, injury to, or death of, a person, or loss or damage to property, resulting from, or connected with, the ROAD DISTRICT's or its employees', officers' or agents' acts or omissions in providing or operating Equipment under this Agreement or otherwise arising out of this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the active negligence, sole negligence or willful misconduct of the VILLAGE or its officers, agents and employees.

C. In the event that a Party receives notice of any claim, demand, or litigation that in any way relates to this Agreement, the Equipment, or operation of the Equipment provided under this Agreement, the receiving Party shall immediately notify the other Party and deliver a copy of any claim, demand or litigation to the other Party.

D. Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the ROAD DISTRICT, and the ROAD DISTRICT's indemnification of the VILLAGE, shall survive the termination, or expiration, of this Agreement.

E. Nothing contained within this Agreement or the indemnity required by this Agreement shall constitute a waiver of by either Party of any defenses or protections under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or of any other defense, protection or immunity otherwise available to it under the law.

9. **NO THIRD PARTY BENEFICIARIES**. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any

person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty or obligation to any third party.

10. **INSURANCE.** At all times during the period of this Agreement, the Parties shall each maintain the following insurance coverage(s), or be self-insured to cover the following:

A. **Worker's Compensation Insurance** in the statutory amounts.

B. **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee disease.

C. **Comprehensive General Liability Insurance** with a limit of not less than three million dollars ($3,000,000.00) total; including limits of not less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) excess liability in the annual aggregate injury/property damage.

D. **Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) Combined Single Limit (each accident).

E. Insurance covering any and all Equipment provided by Provider to User under this Agreement and operation thereof by Provider.

F. The coverage limits required under subparagraphs C, D and E above may be satisfied through a combination of primary and excess coverage.

G. The insurance required to be maintained by the Parties shall be provided by an insurance company licensed to do business in the State of Illinois, and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater.

H. Each Party's insurance, as required by paragraphs C, D and E above, shall name the other Party, its officers, and employees as additional insureds, on a primary and non-contributory basis.

11. **TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until terminated by either Party upon fifteen (15) days prior written notice to the other Party, which termination may be with or without cause. Termination of this Agreement by either Party shall not terminate Sections 5, 6, 7 or 8 of this Agreement.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter herein.

13. **MODIFICATION.** This Agreement may be amended or modified only by mutual written agreement of the Parties.

14. **SUCCESSORS AND ASSIGNS.** The terms and conditions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **VENUE AND APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Agreement shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

16. **VALIDITY.** In the event any provision(s) of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

17. **NOTICES.** All notices to be served upon a Party shall be in writing and shall be delivered personally (in which case notice shall be effective upon delivery), by first class mail, (in which case notice shall be effective three business days after mailing) or by national overnight carrier via overnight delivery (in which case notice shall be effective the date of delivery) addressed with postage prepaid, to the following addresses:

FOR THE ROAD DISTRICT:	FOR THE VILLAGE:
Highway Commissioner	Village President
Wayne Township Road District	Village of Bartlett
4N230 Klein Road	228 South Main Street
West Chicago, IL 60185	Bartlett, IL, 60103

18. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

VILLAGE OF BARTLETT

Signed this _____ day of _____, 2020, at Bartlett, Illinois

_____
Kevin Wallace, President

ATTEST: _____
Lorna Giless, Clerk

WAYNE TOWNSHIPROAD DISTRICT

Signed this _____ day of _____, 2020 at West Chicago, Illinois

_____
Martin McManamon, Highway Commissioner

ATTEST: _____
Brandi Ramundo, Township Clerk

Agenda Item Executive Summary

Item Name	2020 Pavement Preservation Treatment Project, CAM Reclamite	Committee or Board	Board

BUDGET IMPACT

Amount:	$ 75,000.00 (not to exceed)	*Budgeted*	$ 75,000.00
List what fund	2020 MFT Funds		

EXECUTIVE SUMMARY

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

We have increased the number of streets that will be treated this year. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of $0.89 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2020 Pavement Preservation Treatment Project be awarded to **CAM, LLC** in the not-to-exceed amount of ***$75,000.00.***

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement, Bid Tab

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- Motion

MOTION: I MOVE TO APPROVE RESOLUTION 2020_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CAM, LLC OF SUGAR GROVE, IL FOR THE 2020 PAVEMENT PRESERVATION TREATMENT PROJECT

Staff:	Bob Allen, Village Engineer	Date:	July 21, 2020

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Bob Allen, Village Engineer
Subject:	2020 Pavement Preservation Treatment, CAM Reclamite
Date:	July 9, 2020

In an effort to extend the life of our asphalt pavements, we have started to utilize Reclamite from Corrective Asphalt Materials, LLC (CAM). Reclamite is a pavement rejuvenator and sealer that helps prevent and delay asphalt pavement failures.

We have increased the number of streets that will be treated this year. We have set aside MFT funds for this purpose and have participated in a joint bid process for Reclamite with other local governments. The attached Bid Tabulations show a cost of $0.89 per square yard of pavement. This includes pavement sweeping before and after the application, and resident notifications. Please note that this was the unit cost in 2019 as well.

CAM is the sole source provider of Reclamite in the Midwest Region. In working with CAM last year, we found them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory. Based upon staff project experiences, I recommend that the 2020 Pavement Preservation Treatment Project be awarded to **CAM, LLC** in the not-to-exceed amount of ***$75,000.00.***

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2020_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CAM, LLC OF SUGAR GROVE, IL FOR THE 2020 PAVEMENT PRESERVATION TREATMENT PROJECT

RESOLUTION 2020 -___- R

A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CAM, LLC FOR THE 2020 PAVEMENT PRESERVATION TREATMENT PROJECT

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: That the total bid for the Village's Pavement Preservation Treatment Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

> CAM, LLC (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, not-to-exceed a total of $75,000.00.

SECTION TWO: That the 2020 Pavement Preservation Treatment Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

SECTION THREE: The Village President and Village Clerk are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED July 21, 2020

APPROVED July 21, 2020

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, 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 2020 -___-R, enacted on July 21, 2020 and approved on July 21, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

Illinois Department of Transportation

Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY		
CORRECTIVE ASPHALT MATERIALS, LLC		
Contractor's Name		
43W630 Wheeler Road		
Street		P.O. Box
Sugar Grove	IL	60554
City	State	Zip Code

STATE OF ILLINOIS

COUNTY COOK / DU PAGE / KANE

VILLAGE OF BARTLETT

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE 2020 PAVEMENT PRESERVATION

SECTION NO. 20-00000-03-GM

TYPES OF FUNDS MFT

☒ SPECIFICATIONS (required) ☐ PLANS (required) ☒ CONTRACT BOND (when required)

For Municipal Projects

~~Submitted/Approved~~/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 20-00000-03-GM
Route 2020 Pavement Preservation

1. THIS AGREEMENT, made and concluded the 21st day of July 2020 (Month and Year), between the VILLAGE of BARTLETT acting by and through its VILLAGE PRESIDENT AND BOARD OF TRUSTEES known as the party of the first part, and CORRECTIVE ASPHALT MATERIALS, LLC his/their executors, administrators, successors or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 20-00000-03-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

_____ Clerk

(Seal)

The VILLAGE of BARTLETT

By _____
Party of the First Part

(If a Corporation)

Corporate Name _____

By _____
President — Party of the Second Part

(If a Co-Partnership)

Attest:

_____
Secretary

_____

_____

Partners doing Business under the firm name of

_____
Party of the Second Part

(If an individual)

_____
Party of the Second Part

McHENRY TOWNSHIP ROAD DISTRICT

Always doing more for less!

Bid Tabulation
2020 CRF – Reclamite Bid
June 18, 2020 – 11:00AM

BID ITEM	ENGINEER'S EST	CORRECTIVE ASPHALT MATERIALS (CAM)
CRF BASE	$1.20/SY	$1.40/SY*
ALTERNATE 1 (Resident Notification)	$0.03/SY	
ALTERNATE 2 (Street Sweeping)	$0.10/SY	
RECLAMITE	$0.90/SY	$0.85/SY
ALTERNATE 1 (Resident Notification)	$0.03/SY	$0.86/SY
ALTERNATE 2 (Street Sweeping)	$0.10/SY	$0.88/SY

* Includes post sweep and resident notification

BID TABULATION SHEET

Bid Form for Surface Application of Reclamite and or CRF Rejuvenating Agents

For: McHenry Township			
Reclamite, Alt. 1, Alt. 2:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $8,6000.00 REC Alt 2: $0.88/ Sq Yd, Total: $8,800.00
Approximately 10,000 square yards-applied	$ 8,500.00	Total	
For: Dorr Township			
Reclamite, Alt. 1, Alt. 2:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $14,282.88 REC Alt 2: $0.88/ Sq Yd, Total: $14,615.04
Approximately 16,608 square yards-applied	$ 14,116.80	Total	
For: Flagg Township			
Reclamite (No Alternates)	$ 0.85*	per square yard.	
Approximately 20,097 square yards-applied	$ 17,082.45	Total	
For: Grafton Township			
Reclamite (No Alternates)	$ 0.85*	per square yard.	
Approximately 13,500 square yards-applied	$ 11,475.00	Total	
For: Lisle Township			
Reclamite, Alt. 1, Alt. 2:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $29,240.00 REC Alt 2: $0.88/ Sq Yd, Total: $29,920.00
Approximately 34,000 square yards-applied	$ 28,900.00	Total	
For: Seneca Township			
Reclamite (No Alternates)	$ 0.85*	per square yard.	
Approximately 5,000 square yards-applied	$ $4,250.00	Total	
For: Wheatland Township			
Reclamite, Alt. 1, Alt. 2:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $27,567.30 REC Alt 2: $0.88/ Sq Yd, Total: $28,208.40
Approximately 32,055 square yards-applied	$ 27,246.75	Total	
For: City of Elmhurst			
Reclamite, Alt. 1:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $137,600.00
Approximately 160,000 square yards-applied	$ 136,000.00	Total	
For: Village of Bartlett			
Reclamite, Alt. 1, Alt. 2:	$ 0.85*	per square yard.	REC Alt 1: $0.86/Sq Yd, Total: $97,180.00 REC Alt 2: $0.88/ Sq Yd, Total: $99,440.00
Approximately 113,000 square yards-applied	$ 96,050.00	Total	
CRF Contract Price (includes Post Sweep and Resident Notifications)	$ 1.40*	per square yard.	
Assumed 10,000 Square yards-applied	$ 14,000.00	Total	

*Prices do not reflect the addition of coring.
-Field Core Removal (2 pre application and 2 post application) will be $2,250.00.
-Core Analysis- DSR/Viscosity (2 pre application and 2 post application) will be $1,000.00.
-Core Analysis- D2006 (2 pre application and 2 post application) will be $3,650.00.

BID TABULATION SHEET (continued)

Date: June 15, 2020

Bidders Name: Marc Taillon

Company: Corrective Asphalt Materials, LLC

Address: 300 Daniel Boone Trail, South Roxana, IL 62087

Authorized signature: Marc Taillon, Member

Accepted by:

Customer reserves the right to reject any and all bids or to waive informalities and to select and accept that Bid considered to be most advantageous to the Customer.

TOWN OF McHENRY
SEAL
McHENRY COUNTY, IL

Agenda Item Executive Summary

Item Name	ComEd Green Region Program Authorization	Committee or Board	Board

BUDGET IMPACT

Amount:	$1,000	*Budgeted*	Yes
List what fund	General Fund		

EXECUTIVE SUMMARY

The Village was awarded funding through the ComEd Green Region Program. This program helps facilitate and fund projects that incorporate green infrastructure and native plantings for pollinating animal species or pollinators. The Village applied in March for the funding for the Creek Restoration Project. This project was started last year in a joint effort with the Park District and volunteer homeowners who live near the creek.

This project consists of mowing the invasive plants and weeds along the creek and planting native species that will help alleviate the creek erosion and provide habitat for pollinators, a priority of the ComEd Green Region Program. This project is a joint partnership with the Park District and a group of homeowners from the area interested in maintaining and improving the creek.

For the Village to receive reimbursement funds through the ComEd Green Region Program, the attached Resolution authorizing the use of the funds must be approved by the Village Board.

Staff recommends passing of the Resolution authorizing the use of funds for the ComEd Green Region Program.

ATTACHMENTS (PLEASE LIST)

Memo

Resolution

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOTION TO APPROVE RESOLUTION # 2020-_____, A RESOLUTION AUTHORIZING PARTICIPATION IN THE COMED GREEN REGION PROGRAM FOR THE BARTLETT CREEK RESTORATION PROJECT.**

Staff:	Dan Dinges, Director of Public Works	Date:	7/13/2020

20-10

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Dan Dinges, Director of Public Works
Subject:	**ComEd Green Region Program Authorization**
Date:	July 13, 2020

BACKGROUND

The Village was awarded funding through the ComEd Green Region Program. This program helps facilitate and fund projects that incorporate green infrastructure and native plantings for pollinating animal species or pollinators. The Village applied in March for the funding for the Creek Restoration Project. This project was started last year in a joint effort with the Park District and volunteer homeowners who live near the creek.

This project consists of mowing the invasive plants and weeds along the creek and planting native species that will help alleviate the creek erosion and provide habitat for pollinators, a priority of the ComEd Green Region Program. This project is a joint partnership with the Park District and a group of homeowners from the area interested in maintaining and improving the creek.

For the Village to receive reimbursement funds through the ComEd Green Region Program, the attached Resolution authorizing the use of the funds must be approved by the Village Board.

RECOMMENDATION

Staff recommends passing of the Resolution authorizing the use of funds for the ComEd Green Region Program.

MOTION

MOTION TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION AUTHORIZING PARTICIPATION IN THE COMED GREEN REGION PROGRAM FOR THE BARTLETT CREEK RESTORATION PROJECT

RESOLUTION 2020 -___- R

A RESOLUTION AUTHORIZING PARTICIPATION IN THE COMED GREEN REGION PROGRAM FOR THE CREEK RESTORATION PROJECT

WHEREAS, the Village Board of the Village of Bartlett, Cook DuPage and Kane Counties, Illinois, desires to undertake the Creek Restoration Project as part of the 2020 ComEd Green Region Program; and

WHEREAS, the Village of Bartlett desires to apply to the ComEd Green Region Program for a grant for the purpose of carrying out this project; and

WHEREAS, criteria are such that financial participation by the grantee is required in conjunction with ComEd Green Region Program funds; and

WHEREAS, the Village has received and understands the current ComEd Green Region Program Guidelines.

NOW, THEREFORE, 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 preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That the Village President is authorized to execute and file applications on behalf of the Village of Bartlett with the ComEd Green Region Program.

SECTION THREE: That the Village President is authorized to furnish such additional information, assurances, certifications and amendments as ComEd may require.

SECTION FOUR: That the Village President is authorized and directed on behalf of the Village of Bartlett to execute and deliver grant applications, agreements and

all subsequent amendments thereto between the Village of Bartlett and the ComEd Green Region Program.

SECTION FIVE: That the Village President is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the Village of Bartlett.

SECTION SIX: That the Village of Bartlett does hereby approve of this project and authorizes the application to the ComEd Green Region Program in the amount of One Thousand Dollars.

SECTION SEVEN: The Village commits to the expenditure of matching funds in the amount of One Thousand Dollars necessary for the project's success.

SECTION SEVEN: **SEVERABILITY**. The various provision 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 EIGHT: **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 NINE: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED **July 21, 2020**

APPROVED **July 21, 2020**

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, 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 2020 -___-R, enacted on July 21, 2020, and approved on July 21, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk