# VILLAGE OF BARTLETT
# BOARD AGENDA
# AUGUST 18, 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 – August 4, 2020

*7. BILL LIST: August 18, 2020

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

9. PRESIDENT'S REPORT: Swearing in of Stephanie Gandsey to Fill Trustee Vacancy

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 REINKE
   1. Ordinance Amending the Bartlett Municipal Code to Add New Title 14, Chapter 1 Thereto and to Adopt the Fair Housing Ordinance of the Village of Bartlett
   *2. Ordinance Granting Variations to the Rear Yard and to Allow an Accessory Building in the Side Yard for 900 Poplar Lane

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
   1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
   *1. Resolution Approving of Disbursement Request for Payout No. 19 From the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS
   1. Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-53
   *2. Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
   *1. Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer

F. PUBLIC WORKS COMMITTEE, CHAIRMAN GABRENYA
   1. Ordinance Amending Title 7, Chapter 8, Section 7-8-4, Subsection G, of the Bartlett Municipal Code Providing for the Regulation and Application for Small Wireless Facilities and Amending the Annual Recurring Rate Therein
   2. Resolution Approving of the Master Pole Attachment Agreement Between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/A Verizon Wireless

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

# VILLAGE OF BARTLETT
# BOARD MINUTES
# August 4, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of August 4, 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 August 4, 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, 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, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. PRESIDENT'S REPORT

President Wallace stated that he wanted to recognize some special guests we have in attendance tonight. From the Midwest Hakka Association, Director General Eric Huang; TECO Cultural Center Director Kerry Liu; Kevin Lin, President of the Midwest Hakka

Association and others from Midwest Hakka. He stated that they also have guests from the Arts in Bartlett executive board. He thanked them for your hard work and dedication to our 10th anniversary celebration. He presented Director General Eric Huang with a plaque as a symbol of the village's appreciation, as well as some masks for all of the guests.

He read a Proclamation offering many thanks for many masks donated by Bartlett's Sister City Miaoli City, Taiwan.

6. ADJOURN TO EXECUTIVE SESSION

President Wallace stated that the Board will be going into Executive Session to Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act as well as to Discuss the Selection of a Person to Fill a Vacant Public Office Pursuant to Section 2(c)3 of the Open Meetings Act.

The Board will reconvene the regular meeting immediately following the Executive Session to take action on the Appointment of a Village Trustee.

Trustee Deyne moved to adjourn the regular Board meeting to Executive Session to Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act as well as to Discuss the Selection of a Person to Fill a Vacant Public Office Pursuant to Section 2(c)3 of the Open Meetings Act, and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION

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

The meeting was adjourned at 7:13 p.m. to Executive Session.

7. RECONVENE BOARD MEETING

Trustee Deyne motioned to reconvene the regular Board meeting and that motion was seconded by Trustee Hopkins at 8:00 p.m. and asked the Village Clerk to call the roll.

ROLL CALL
PRESENT: Trustees Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace
ABSENT: None

8. APPOINT TRUSTEE

President Wallace stated that as everyone here is aware, a vacancy in the office of Village Trustee occurred by reason of the death of Village Trustee Michael Camerer on June 18, 2020. Under the Illinois Municipal Code, an appointment of a qualified person by the Village President must be made within 60 days after the vacancy occurs.

He interviewed several candidates but no one so uniquely qualified to serve out the balance of Trustee Camerer's term than Stephanie Gandsey. She has served on the Economic Development Commission for the village for the last three years. She currently is employed as a marketing director with many years in leadership strategy, marketing, communication and public relations.

I will appointment with the advice and consent of the Board of Trustees to be effective, and for her to be sworn in at the August 18th meeting. As Trustee Camerer was serving in an elective municipal office with a four-year term that expires in May of 2021, this appointment, if confirmed, will likewise expire in May of 2021. Accordingly, I hereby appoint Stephanie Gandsey to fill the vacant office of Village Trustee of the Village of Bartlett or the remainder of the term expiring in May of 2021, and forward my appointment to the Board for confirmation.

Trustee Deyne moved to concur and consent to the appointment of Stephanie Gandsey to fill the vacant office of Village Trustee of the Village of Bartlett for the remainder of the term expiring in May of 2021 and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO THE APPOINTMENT OF STEPHANIE GANDSEY AS VILLAGE TRUSTEE

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

9. 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.

There were no additions or subtractions 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 approve the Consent Agenda and that motion was seconded by Trustee Hopkins.

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

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

10. MINUTES – Covered and approved under the Consent Agenda.

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

12. TREASURER'S REPORT – None

13. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized August birthdays and anniversaries for staff.

14. TOWN HALL - None

15. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented the International Union of Operating Engineers, Local 150 Public Employees Division Contract Approval and stated that the Board discussed it in Executive Session.

Trustee Deyne moved to approve the International Union of Operating Engineers, Local 150 Public Employees Division Contract Approval and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 CONTRACT

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

Trustee Deyne stated that Resolution 2020-70-R, a Resolution Approving the Placement Agreement Between the Village of Bartlett and Digital Golf Technologies, Inc was covered and approved under the Consent Agenda. He stated that it was an excellent deal that was made regarding the revenues.

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 Ordinance 2020-71, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones and Ordinance 2020-72, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.1: Schedule I, Through Streets were covered and approved under the Consent Agenda.

16. NEW BUSINESS

Trustee Reinke asked if they needed to state the practicality of the meeting or the fact that it is hybrid.

Attorney Mraz stated that they only needed to do it one time. A declaration has been sent from the Mayor saying that it is not practical and does not have to be done for every meeting. The problem is that we don't know how many people from the public can appear in the Council Chamber since there are limits. If you have the whole staff and the whole board, public and press show up, they may not be able to obtain social distancing. That is why they have the hybrid meeting. In case people didn't come, they would not want to cancel the meeting because there was not a physical quorum present. He thought it was nice that the public could also participate via Zoom.

17. QUESTION/ANSWER PRESIDENT & TRUSTEES

President Wallace asked for a moment of silence for Sandra Sampey who tragically lost her life in a bicycle accident. Her husband John Sampey serves on the Fire and Police Commission. He asked that all those on line and present here today send out their prayers in support of the Sampey family.

18. 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 8:13 p.m.

Lorna Giless
Village Clerk

# VILLAGE OF BARTLETT
# COMMITTEE MINUTES
# August 4, 2020

1. CALL TO ORDER

President Wallace called the regular Committee of the Whole meeting of August 4, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 8:13 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 August 4, 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, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Golf Pro Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

## BUILDING & ZONING, CHAIRMAN HOPKINS
### Fair Housing Ordinance

Planning and Development Services Director, Roberta Grill stated that the ordinance's purpose is to promote and protect fair housing opportunities throughout the village. It is to secure all persons living and working or desiring to live or work in Bartlett, an equal opportunity to view, purchase, rent or occupy real estate without discrimination based on race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of any individual. This ordinance also prohibits unlawful discrimination practices, prohibits discrimination in lending and provides for penalties for anyone found guilty of violating a provision of this ordinance. A Fair Housing Ordinance is needed as part of the villages grant request for the wastewater

treatment plant as part of the Rebuild Illinois Plan. Staff has been notified that moving forward, all state grants will now require a municipality to adopt a Fair Housing Ordinance and in addition, this ordinance is required to enable the village to apply for Community Development Block Grants from DuPage County which would fund projects that would meet the needs of low to moderate income neighborhoods in Bartlett. This ordinance pertains to prohibiting discrimination in regard to the sale or rental of real property. It is not pertaining to providing affordable housing. The village is exempt from providing an affordable housing plan because we exceed the minimum 10% requirement of affordable housing units based on the total of year-round housing units in the village.

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

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 8:16 p.m.

Samuel Hughes
Deputy Village Clerk

# VILLAGE OF BARTLETT
## DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 8/18/2020

## 100-GENERAL FUND REVENUES

### 420230-BUILDING PERMITS

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 DONE-RITE SEALCOATING INC | BUILDING PERMIT REFUND | 50.00 |
| | | INVOICES TOTAL: | **50.00** |

## 100000-GENERAL FUND

### 210002-GROUP INSURANCE PAYABLE

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 BLUE CROSS BLUE SHIELD OF ILLINOIS | MONTHLY INSURANCE - AUG 2020 | 307,115.82 |
| ** | 1 DEARBORN LIFE INSURANCE COMPANY | MONTHLY INSURANCE - AUG 2020 | 2,752.44 |
| ** | 1 FIDELITY SECURITY LIFE | MONTHLY INSURANCE - AUG 2020 | 1,056.73 |
| | | INVOICES TOTAL: | **310,924.99** |

## 1100-VILLAGE BOARD/ADMINISTRATION

### 532200-OFFICE SUPPLIES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | APPLE I-PAD PRO | 274.99 |
| | 1 WAREHOUSE DIRECT | INK CARTRIDGE/BATTERIES/PENS | 45.56 |
| | 1 WAREHOUSE DIRECT | INK CARTRIDGES | 94.22 |
| | | INVOICES TOTAL: | **414.77** |

### 543101-DUES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | ILCMA & ICMA MEMBERSHIP DUES | 540.25 |
| | 1 DUPAGE MAYORS & MANAGERS | ANNUAL MEMBERSHIP DUES | 10,838.48 |
| | | INVOICES TOTAL: | **11,378.73** |

### 543900-COMMUNITY RELATIONS

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 A-1 TROPHIES & AWARDS INC | SISTER CITY AWARD | 103.00 |
| ** | 1 ARTS IN BARTLETT | CIVIC GROUP FUNDING | 4,513.00 |
| ** | 1 CARDMEMBER SERVICE | ACE HARDWARE GIFT CARDS | 150.00 |
| | | INVOICES TOTAL: | **4,766.00** |

### 543910-HISTORY MUSEUM EXPENSES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | MUSEUM EXPENSES/SUPPLIES | 1,245.05 |
| | | INVOICES TOTAL: | **1,245.05** |

### 546900-CONTINGENCIES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | ZOOM FEES/LUNCH MEETING | 406.98 |

** Indicates pre-issue check.

| | | | |
|---|---|---|---|
| 1 COMCAST | CABLE SERVICE | | 31.66 |
| 1 WAREHOUSE DIRECT | HAND SANITIZER | | 383.90 |
| | | INVOICES TOTAL: | **822.54** |

## 1200-PROFESSIONAL SERVICES

### 521000-FINANCIAL CONSULTANT

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 FOSTER & FOSTER INC | POLICE PENSION ACTUARIAL REPORT | | 3,933.00 |
| | | INVOICES TOTAL: | **3,933.00** |

### 523400-LEGAL SERVICES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 BRYAN E MRAZ & ASSOCIATES P.C. | PROFESSIONAL SERVICES | 21,716.00 |
| ** | 1 CULLEN INC | PROFESSIONAL SERVICES | 2,000.00 |
| | 1 CULLEN INC | PROFESSIONAL SERVICES | 2,000.00 |
| | 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 300.00 |
| | 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 75.00 |
| | 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 975.00 |
| | 1 LAW OFFICES OF ROBERT J KRUPP PC | PROFESSIONAL SERVICES | 925.00 |
| | | INVOICES TOTAL: | **27,991.00** |

### 546900-CONTINGENCIES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 CHRISTOPHER B BURKE ENG LTD | SPAULDING ROAD QUIET ZONE | | 358.00 |
| | | INVOICES TOTAL: | **358.00** |

## 1400-FINANCE

### 529000-OTHER CONTRACTUAL SERVICES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 PROSHRED SECURITY | PAPER SHREDDING SERVICES | | 140.00 |
| | | INVOICES TOTAL: | **140.00** |

### 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 CENTURY PRINT & GRAPHICS | FSA CHECKS | | 113.31 |
| 1 WAREHOUSE DIRECT | TONER | | 201.35 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGES/OFFICE SUPPLIES | | 129.88 |
| 1 WAREHOUSE DIRECT | TONER | | 138.10 |
| | | INVOICES TOTAL: | **582.64** |

### 532300-POSTAGE

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 FEDERAL EXPRESS CORP | BC TIF PAYOUT | | 17.85 |
| | | INVOICES TOTAL: | **17.85** |

** Indicates pre-issue check.

# 1500-PLANNING & DEV SERVICES

## 522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 GORDON FLESCH COMPANY INC | COPIER MAINTENANCE SERVICE | 60.02 |
| | INVOICES TOTAL: | **60.02** |

## 523110-LEGAL PUBLICATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 EXAMINER PUBLICATIONS INC | LEGAL NOTICES | 400.50 |
| 1 EXAMINER PUBLICATIONS INC | LEGAL NOTICES | 409.50 |
| | INVOICES TOTAL: | **810.00** |

## 526005-PLAN REVIEW SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 KESLIN ENGINEERING INC | PLAN REVIEW SERVICES | 1,200.00 |
| | INVOICES TOTAL: | **1,200.00** |

## 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 AMAZON CAPITAL SERVICES INC | MONEY RECEIPT BOOKS | 119.55 |
| | INVOICES TOTAL: | **119.55** |

## 543101-DUES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| ** 1 CARDMEMBER SERVICE | AMERICAN PLANNING ASSOC DUES | 185.00 |
| | INVOICES TOTAL: | **185.00** |

# 1700-POLICE

## 522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PROSHRED SECURITY | PAPER SHREDDING SERVICES | 120.00 |
| 1 ULTRA STROBE COMMUNICATIONS INC | MONTHLY SERVICE AGREEMENT | 1,235.00 |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 618.74 |
| | INVOICES TOTAL: | **1,973.74** |

## 522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 1,439.54 |
| | INVOICES TOTAL: | **1,439.54** |

## 526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ARMY TRAIL TIRE AND SERVICE | VEHICLE MAINTENANCE | 499.68 |
| 1 AUTO RENEW GROUP LLC | VEHICLE MAINTENANCE | 80.00 |

** Indicates pre-issue check.

| | | | |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | LICENSE PLATE RENEWAL FEES | 154.40 |
| | 1 MEINEKE CAR CARE CENTER | VEHICLE MAINTENANCE | 19.95 |
| | 1 MEINEKE CAR CARE CENTER | VEHICLE MAINTENANCE | 591.00 |
| | 1 MEINEKE CAR CARE CENTER | VEHICLE MAINTENANCE | 514.63 |
| | 1 MEINEKE CAR CARE CENTER | VEHICLE MAINTENANCE | 19.95 |
| | 1 ULTRA STROBE COMMUNICATIONS INC | SPOTLIGHT REPLACEMENT | 179.95 |
| | 1 ULTRA STROBE COMMUNICATIONS INC | DOME LIGHT REPLACEMENT | 61.95 |
| | | INVOICES TOTAL: | **2,121.51** |

## 530100-MATERIALS & SUPPLIES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | COVID-19 SUPPLIES | 235.68 |
| | 1 HOME DEPOT CREDIT SERVICES | FOLDING UTILITY TABLE/SUPPLIES | 25.05 |
| ** | 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 205.47 |
| | 1 PRESENTA PLAQUE CORPORATION | PLAQUES | 141.01 |
| | 1 STATE GRAPHICS | CASE FOLDERS/VEHICLE REPORTS | 2,858.53 |
| | 1 WAREHOUSE DIRECT | INK CARTRIDGE | 139.73 |
| | 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES | 137.85 |
| | 1 ZIEGLER'S ACE HARDWARE | CLEANING MATERIALS | 35.55 |
| | | INVOICES TOTAL: | **3,778.87** |

## 530110-UNIFORMS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 POSITIVE PROMOTIONS INC | LAPEL PINS | 234.95 |
| 1 RAY O'HERRON CO INC | BATONS | 107.99 |
| 1 STREICHER'S INC | SAFETY VEST | 606.50 |
| | INVOICES TOTAL: | **949.44** |

## 530115-SUBSCRIPTIONS/PUBLICATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PADDOCK PUBLICATIONS INC | ANNUAL SUBSCRIPTION | 275.60 |
| 1 THOMSON REUTERS - WEST | MONTHLY SUBSCRIPTION | 207.70 |
| 1 THOMSON REUTERS - WEST | LAW BULLETIN SUBSCRIPTION | 504.00 |
| | INVOICES TOTAL: | **987.30** |

## 530125-SHOOTING RANGE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HOME DEPOT CREDIT SERVICES | FOLDING UTILITY TABLE/SUPPLIES | 149.94 |
| | INVOICES TOTAL: | **149.94** |

## 532300-POSTAGE

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 67.58 |
| | 1 THE UPS STORE | SHIPPING CHARGES | 12.20 |
| | | INVOICES TOTAL: | **79.78** |

** Indicates pre-issue check.

### 541600-PROFESSIONAL DEVELOPMENT

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 AXON ENTERPRISE INC | TASER TRAINING | 495.00 |
| | 1 INT'L ASSOC OF CHIEFS OF POLICE | CONFERENCE FEE/P ULLRICH | 200.00 |
| | 1 INT'L ASSOC OF CHIEFS OF POLICE | CONFERENCE FEE/J DURBIN | 200.00 |
| | 1 INT'L ASSOC OF CHIEFS OF POLICE | CONFERENCE FEE/G PRETKELIS | 200.00 |
| | 1 INT'L ASSOC OF CHIEFS OF POLICE | CONFERENCE FEE/M MCGUIGAN | 200.00 |
| | 1 INT'L ASSOC OF CHIEFS OF POLICE | CONFERENCE FEE/W NAYDENOFF | 200.00 |
| ** | 1 PETTY CASH | PETTY CASH REIMBURSEMENT | 20.00 |
| | 1 PRI MANAGEMENT GROUP | SEMINAR REGISTRATION | 250.00 |
| | | INVOICES TOTAL: | **1,765.00** |

### 543101-DUES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 DUPAGE COUNTY CHILDREN'S CENTER | ANNUAL DUES | 3,500.00 |
| 1 DUPAGE COUNTY CLERK | NOTARY FEES | 40.00 |
| | INVOICES TOTAL: | **3,540.00** |

### 543900-COMMUNITY RELATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 AMAZON CAPITAL SERVICES INC | SIDEWALK CHALK | 34.94 |
| 1 AMAZON CAPITAL SERVICES INC | LED STRING LIGHTS/NNO | 219.86 |
| | INVOICES TOTAL: | **254.80** |

### 544001-PRISONER DETENTION

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ALBERTSONS - SAFEWAY | PRISONER MEALS | 33.91 |
| | INVOICES TOTAL: | **33.91** |

### 546900-CONTINGENCIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HOME DEPOT CREDIT SERVICES | FOLDING UTILITY TABLE/SUPPLIES | 19.88 |
| | INVOICES TOTAL: | **19.88** |

## 1800-STREET MAINTENANCE

### 522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 COMCAST | CABLE SERVICE | 2.10 |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 211.72 |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 36.39 |
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 83.59 |
| | INVOICES TOTAL: | **333.80** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|

** Indicates pre-issue check.

| | | |
|---|---|---|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 21.60 |
| 1 NICOR GAS | GAS BILL | 124.12 |
| 1 NICOR GAS | GAS BILL | 44.74 |
| 1 NICOR GAS | GAS BILL | 120.07 |
| 1 NICOR GAS | GAS BILL | 120.07 |
| | INVOICES TOTAL: | **430.60** |

## 526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ULTRA STROBE COMMUNICATIONS INC | RADIO/ANTENNA INSTALLATION | 287.70 |
| | INVOICES TOTAL: | **287.70** |

## 527110-SVCS TO MAINTAIN TRAFFIC SIGS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 COOK COUNTY TREASURER | TRAFFIC SIGNAL MAINTENANCE | 417.75 |
| 1 COOK COUNTY TREASURER | TRAFFIC SIGNAL MAINTENANCE | 417.75 |
| 1 MEADE ELECTRIC CO INC | TRAFFIC SIGNAL/STREET LIGHT MAINT | 1,001.00 |
| | INVOICES TOTAL: | **1,836.50** |

## 527113-SERVICES TO MAINT. GROUNDS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPE MAINTENANCE/JULY 2020 | 2,113.57 |
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPE MAINTENANCE/JULY 2020 | 1,380.00 |
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPE MAINTENANCE/JULY 2020 | 2,874.00 |
| 1 CORNERSTONE LAND & LAWN INC | LANDSCAPE MAINTENANCE/AUG 2020 | 8,606.00 |
| 1 DEIGAN & ASSOCIATES LLC | LUST CLOSEOUT WORK | 692.33 |
| | INVOICES TOTAL: | **15,665.90** |

## 527130-SIDEWALK & CURB REPLACEMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CHRIS BUCARO | PUBLIC SIDEWALK REIMBURSEMENT | 432.00 |
| 1 BHAVESH PATEL | PUBLIC SIDEWALK REIMBURSEMENT | 460.80 |
| | INVOICES TOTAL: | **892.80** |

## 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 FASTENAL COMPANY | MATERIALS & SUPPLIES | 89.90 |
| 1 GRAINGER | BARRICADE TAPE | 29.00 |
| 1 GRAINGER | GARDEN SPADES | 67.10 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 409.71 |
| 1 WELCH BROS INC | WOODEN STAKES/SUPPLIES | 189.75 |
| | INVOICES TOTAL: | **785.46** |

## 530110-UNIFORMS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CUTLER WORKWEAR | UNIFORMS | 699.05 |

** Indicates pre-issue check.

| | | |
|---|---|---|
| | INVOICES TOTAL: | **699.05** |

## 530115-SUBSCRIPTIONS/PUBLICATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PADDOCK PUBLICATIONS INC | SUBSCRIPTION FEE | 15.87 |
| | INVOICES TOTAL: | **15.87** |

## 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 WAREHOUSE DIRECT | CONDIMENT CADDY/SUPPLIES | 46.77 |
| | INVOICES TOTAL: | **46.77** |

## 534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 179.99 |
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 216.00 |
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 1,652.14 |
| 1 CAROL STREAM LAWN & POWER | EQUIPMENT REPAIRS | 34.50 |
| 1 DEKANE EQUIPMENT CORPORATION | MAINTENANCE SUPPLIES | 88.40 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 590.00 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 185.64 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 230.00 |
| 1 INTERSTATE BILLING SERVICE INC | CREDIT - RETURNED PARTS | -63.84 |
| 1 INTERSTATE BILLING SERVICE INC | MAINTENANCE SUPPLIES | 283.60 |
| 1 RALPH HELM INC | MAINTENANCE SUPPLIES | 149.59 |
| 1 RALPH HELM INC | EQUIPMENT SUPPLIES/REPAIRS | 713.81 |
| | INVOICES TOTAL: | **4,259.83** |

## 534400-STREET MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 165.88 |
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 757.48 |
| 1 BRACING SYSTEMS - NORTH | MAINTENANCE SUPPLIES | 673.90 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 1,769.00 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 609.00 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 2,291.00 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 725.00 |
| 1 WELCH BROS INC | REBAR | 141.00 |
| 1 WELCH BROS INC | NAILS | 88.00 |
| 1 WELCH BROS INC | REBAR/WOODEN STAKES | 190.60 |
| | INVOICES TOTAL: | **7,410.86** |

## 534500-GROUNDS MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 MIDWEST TRADING HORTICULTURAL | GRASS SEED | 390.00 |
| | INVOICES TOTAL: | **390.00** |

** Indicates pre-issue check.

### 534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 KINNEY HEATING & AIR | EQUIPMENT REPAIRS | 500.00 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| | INVOICES TOTAL: | **542.42** |

### 534800-STREET LIGHTS MAINT MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTANT ELECTRIC SUPPLY CO | STREET LIGHT MATERIALS | 2,410.00 |
| 1 CONSTANT ELECTRIC SUPPLY CO | STREET LIGHT MATERIALS | 1,395.00 |
| | INVOICES TOTAL: | **3,805.00** |

### 543101-DUES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| ** 1 CARDMEMBER SERVICE | ILCMA MEMBERSHIP DUES | 163.75 |
| | INVOICES TOTAL: | **163.75** |

### 543800-STORMWATER FACILITIES MAINT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 BLUFF CITY MATERIALS INC | HAULED MATERIALS | 420.00 |
| 1 CAROL STREAM LAWN & POWER | MAINTENANCE SUPPLIES | 467.96 |
| 1 ELMHURST CHICAGO STONE COMPANY | PSI AIR | 957.00 |
| 1 ENGINEERING RESOURCE ASSOCIATES | DEVON/W BARTLETT DRAINAGE/BIKE PATH | 377.30 |
| 1 TED KOCHOWICZ | STORM SEWER IMPROVEMENTS | 1,960.00 |
| 1 WELCH BROS INC | MAINTENANCE SUPPLIES | 65.54 |
| 1 WELCH BROS INC | PVC PIPING | 433.58 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 649.25 |
| 1 WELCH BROS INC | GRAVEL/ASPHALT GRINDINGS | 180.00 |
| | INVOICES TOTAL: | **5,510.63** |

## 2200-MFT EXPENDITURES

### 583005-MFT MAINTENANCE PROGRAM

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 BROTHERS ASPHALT PAVING INC | 2020 MFT VARIOUS STREETS PROJECT | 773,724.46 |
| 1 CONSTRUCTION & GEOTECHNICAL | ASPHALT MIX SAMPLE/TESTING | 6,377.00 |
| 1 GLOBE CONSTRUCTION INC | CONCRETE REPLACEMENT PROGRAM | 80,121.35 |
| | INVOICES TOTAL: | **860,222.81** |

## 430000-DEVELOPER DEPOSITS FUND

### 262099-DEPOSIT-ORDINANCE 89-49

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 DMITRIY VOSKOBOYNIK | VBR BOND REFUND | 1,000.00 |

** Indicates pre-issue check.

| | |
|---|---|
| INVOICES TOTAL: | **1,000.00** |

## 5000-WATER OPERATING EXPENSES

### 520025-DWC WATER AGREEMENT

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 DUPAGE WATER COMMISSION | DWC WATER BILL - JUNE | 530,100.20 |
| | | INVOICES TOTAL: | **530,100.20** |

### 522400-SERVICE AGREEMENTS

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | SCADA PHONE SERVICE | 35.23 |
| | 1 CORNERSTONE LAND & LAWN INC | LANDSCAPE MAINTENANCE/AUG 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: | **15,176.48** |

### 522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 211.73 |
| | INVOICES TOTAL: | **211.73** |

### 522720-PRINTING SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 SEBIS DIRECT INC | JULY 2020 BILLING | 734.17 |
| | INVOICES TOTAL: | **734.17** |

### 522800-ANALYTICAL TESTING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PDC LABORATORIES INC | SAMPLE TESTING | 40.00 |
| 1 SUBURBAN LABORATORIES INC | SAMPLE TESTING | 706.25 |
| | INVOICES TOTAL: | **746.25** |

### 523401-ARCHITECTURAL/ENGINEERING SVC

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 DEIGAN & ASSOCIATES LLC | LUST CLOSEOUT WORK | 692.33 |
| 1 DEIGAN & ASSOCIATES LLC | KOEHLER FIELD LEGIONELLA SAMPLING | 1,331.25 |
| | INVOICES TOTAL: | **2,023.58** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 44.72 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 349.97 |
| 1 NICOR GAS | GAS BILL | 11.42 |
| 1 NICOR GAS | GAS BILL | 42.50 |
| 1 NICOR GAS | GAS BILL | 45.18 |

** Indicates pre-issue check.

| | | |
|---|---|---|
| | INVOICES TOTAL: | **493.79** |

## 526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 IVY LANE CORPORATION | VEHICLE MAINTENANCE | 42.48 |
| | INVOICES TOTAL: | **42.48** |

## 527120-SVCS TO MAINT MAINS/STORM LINE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 752.26 |
| 1 ALLIED ASPHALT PAVING COMPANY | ASPHALT PURCHASE | 174.58 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 196.00 |
| 1 WELCH BROS INC | GRAVEL/ASPHALT GRINDINGS | 248.50 |
| | INVOICES TOTAL: | **1,371.34** |

## 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 1,218.57 |
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 235.18 |
| 1 CORE & MAIN LP | MATERIALS & SUPPLIES | 822.66 |
| 1 MID AMERICAN WATER | MATERIALS & SUPPLIES | 577.90 |
| 1 USA BLUE BOOK | MATERIALS & SUPPLIES | 168.13 |
| | INVOICES TOTAL: | **3,022.44** |

## 530115-SUBSCRIPTIONS/PUBLICATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PADDOCK PUBLICATIONS INC | SUBSCRIPTION FEE | 15.87 |
| | INVOICES TOTAL: | **15.87** |

## 530120-CHEMICAL SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 VIKING CHEMICAL COMPANY | CHEMICAL SUPPLIES | 802.00 |
| | INVOICES TOTAL: | **802.00** |

## 530150-SMALL TOOLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 186.61 |
| | INVOICES TOTAL: | **186.61** |

## 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 WAREHOUSE DIRECT | CONDIMENT CADDY/SUPPLIES | 46.77 |
| | INVOICES TOTAL: | **46.77** |

## 532300-POSTAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 SEBIS DIRECT INC | AUGUST BILLS POSTAGE | 2,583.43 |

** Indicates pre-issue check.

| | | INVOICES TOTAL: | 2,583.43 |
|---|---|---|---|

## 534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 GRAINGER | MAINTENANCE SUPPLIES | 145.70 |
| 1 GRAINGER | MAINTENANCE SUPPLIES | 39.70 |
| 1 GRAINGER | MAINTENANCE SUPPLIES | 158.80 |
| 1 GRAINGER | MAINTENANCE SUPPLIES | 43.71 |
| 1 USA BLUE BOOK | FILTERS | 58.72 |
| | INVOICES TOTAL: | **446.63** |

## 534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 5.77 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| | INVOICES TOTAL: | **48.19** |

## 534810-METER MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 WATER RESOURCES INC | WATER METERS/SUPPLIES | 2,853.00 |
| 1 WATER RESOURCES INC | WATER METERS | 2,233.00 |
| 1 WATER RESOURCES INC | WATER METERS | 2,200.00 |
| | INVOICES TOTAL: | **7,286.00** |

## 541600-PROFESSIONAL DEVELOPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ILLINOIS SECTION AWWA | SEMINAR REGISTRATION | 30.00 |
| 1 ILLINOIS SECTION AWWA | WEBINAR REGISTRATION | 30.00 |
| | INVOICES TOTAL: | **60.00** |

## 547072-DWC CAPITAL BUY IN PRINCIPAL

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

## 547073-DWC TRANSMISSION LINE-PRINC

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| ** 1 DUPAGE WATER COMMISSION | CONNECTION FACILITIES LOAN | 58,489.80 |
| | INVOICES TOTAL: | **58,489.80** |

## 547074-DWC TRANSMISSION LINE-INTEREST

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| ** 2 DUPAGE WATER COMMISSION | CONNECTION FACILITIES LOAN | 47,869.35 |
| | INVOICES TOTAL: | **47,869.35** |

** Indicates pre-issue check.

## 500000-WATER FUND

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

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 MARIA AFZAL | REFUND/WATER BILL OVERPAYMENT | 63.15 |
| 1 ARTHUR REGAN | REFUND/WATER BILL OVERPAYMENT | 193.34 |
| | INVOICES TOTAL: | **256.49** |

## 5090-WATER CAPITAL PROJECTS EXP

### 581029-WATERMAIN REPLACEMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 GERARDI SEWER & WATER CO | WATER MAIN REPLACEMENT PROJECT | 413,069.50 |
| | INVOICES TOTAL: | **413,069.50** |

### 581031-LEAK SURVEY/REPAIR

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ASSOCIATED TECHNICAL SERVICES LTD | LEAK DETECTION & LOCATION SURVEY | 8,870.40 |
| 1 ASSOCIATED TECHNICAL SERVICES LTD | LEAK LOCATION SERVICES | 866.50 |
| | INVOICES TOTAL: | **9,736.90** |

### 581037-DWC PUMP STA,STORAGE,LAND

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 JOSEPH J HENDERSON & SON INC | WATER RECEIVING STATION/PYMT 15 | 201,405.26 |
| | INVOICES TOTAL: | **201,405.26** |

### 581038-VILLAGE SYSTEM IMPROVEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CHRISTOPHER B BURKE ENG LTD | PUMP STATION MODIFICATIONS | 3,400.00 |
| | INVOICES TOTAL: | **3,400.00** |

## 5100-SEWER OPERATING EXPENSES

### 522400-SERVICE AGREEMENTS

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

### 522500-EQUIPMENT RENTALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | 211.73 |
| | INVOICES TOTAL: | **211.73** |

### 522720-PRINTING SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 SEBIS DIRECT INC | JULY 2020 BILLING | 734.16 |

** Indicates pre-issue check.

| | | |
|---|---|---|
| | INVOICES TOTAL: | **734.16** |

## 522800-ANALYTICAL TESTING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 SUBURBAN LABORATORIES INC | SAMPLE TESTING | 211.50 |
| | INVOICES TOTAL: | **211.50** |

## 523100-ADVERTISING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 PADDOCK PUBLICATIONS INC | SUBSCRIPTION FEE | 15.88 |
| | INVOICES TOTAL: | **15.88** |

## 523401-ARCHITECTURAL/ENGINEERING SVC

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 DEIGAN & ASSOCIATES LLC | BREWSTER CREEK ODORS | 2,046.50 |
| 1 DEIGAN & ASSOCIATES LLC | LUST CLOSEOUT WORK | 692.34 |
| | INVOICES TOTAL: | **2,738.84** |

## 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 75.21 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 238.47 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 324.74 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 121.28 |
| 1 NICOR GAS | GAS BILL | 39.40 |
| 1 NICOR GAS | GAS BILL | 40.24 |
| 1 NICOR GAS | GAS BILL | 132.64 |
| 1 NICOR GAS | GAS BILL | 39.45 |
| 1 NICOR GAS | GAS BILL | 39.33 |
| 1 NICOR GAS | GAS BILL | 123.60 |
| 1 NICOR GAS | GAS BILL | 39.96 |
| 1 NICOR GAS | GAS BILL | 40.68 |
| 1 NICOR GAS | GAS BILL | 121.59 |
| 1 NICOR GAS | GAS BILL | 40.93 |
| 1 NICOR GAS | GAS BILL | 42.49 |
| 1 NICOR GAS | GAS BILL | 40.94 |
| | INVOICES TOTAL: | **1,500.95** |

## 526000-SERVICE TO MAINTAIN VEHICLES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 POMP'S TIRE SERVICE INC | TIRE REPLACEMENTS | 761.13 |
| | INVOICES TOTAL: | **761.13** |

## 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HINCKLEY SPRING WATER CO | DISTILLED WATER | 52.54 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 113.12 |
| 1 KIMBALL MIDWEST | MATERIALS & SUPPLIES | 195.07 |

** Indicates pre-issue check.

| | | |
|---|---|---|
| | INVOICES TOTAL: | **360.73** |

## 530110-UNIFORMS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CUTLER WORKWEAR | UNIFORMS | 77.58 |
| | INVOICES TOTAL: | **77.58** |

## 530120-CHEMICAL SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CARUS LLC | CHEMICAL SUPPLIES | 2,721.49 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 1,382.26 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 2,845.73 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 3,699.95 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 569.39 |
| 1 HAWKINS INC | CHEMICAL SUPPLIES | 1,597.43 |
| 1 SOLENIS LLC | CHEMICAL SUPPLIES | 8,885.20 |
| | INVOICES TOTAL: | **21,701.45** |

## 530160-SAFETY EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 11.97 |
| | INVOICES TOTAL: | **11.97** |

## 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 WAREHOUSE DIRECT | COFFEE/FILTERS | 37.97 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGE | 76.21 |
| | INVOICES TOTAL: | **114.18** |

## 532300-POSTAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 SEBIS DIRECT INC | AUGUST BILLS POSTAGE | 2,583.42 |
| | INVOICES TOTAL: | **2,583.42** |

## 534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 COLUMBIA PIPE & SUPPLY CO | PVC PIPING/SUPPLIES | 100.64 |
| 1 GASVODA & ASSOCIATES INC | RAS BUILDING PUMP | 8,215.00 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 119.00 |
| 1 STANDARD EQUIPMENT COMPANY | MAINTENANCE SUPPLIES | 344.81 |
| 1 STENSTROM PETROLEUM SERVICES INC | ANNUAL COMPLIANCE TESTING | 550.00 |
| 1 USA BLUE BOOK | CHECK VALVES | 503.50 |
| 1 VALLEY HYDRAULIC SERVICE INC | HYDRAULIC FILTER ELEMENT | 116.94 |
| 1 WEST SIDE ELECTRIC SUPPLY INC | LIGHTING SUPPLIES | 240.04 |
| 1 WEST SIDE ELECTRIC SUPPLY INC | FAN CONTROL SWITCH/TAPE | 26.82 |
| | INVOICES TOTAL: | **10,216.75** |

** Indicates pre-issue check.

### 534500-GROUNDS MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPE MAINTENANCE/JULY 2020 | 175.00 |
| | INVOICES TOTAL: | **175.00** |

### 534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 AMPERAGE ELECTRICAL SUPPLY INC | CREDIT - RETURNED DAMAGED ITEM | -178.40 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| 1 UNIFIRST CORPORATION | MATS | 21.21 |
| | INVOICES TOTAL: | **-135.98** |

## 510000-SEWER FUND

### 200504-FRWRD PAYABLE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 FRWRD | KANE COUNTY SEWER TREATMENT | 1,308.25 |
| | INVOICES TOTAL: | **1,308.25** |

## 5190-SEWER CAPITAL PROJECTS EXP

### 582025-SANITARY SEWER EVALUATION

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ENGINEERING ENTERPRISES INC | BASIN FLOW MONITORING STUDY | 2,917.50 |
| 1 ENGINEERING ENTERPRISES INC | BASIN SSES ANALYSIS | 1,032.80 |
| 1 ENGINEERING ENTERPRISES INC | BASIN FLOW MONITORING STUDY | 5,640.75 |
| 1 WELCH BROS INC | PVC PIPING/SUPPLIES | 394.84 |
| 1 WELCH BROS INC | GRAVEL PURCHASE | 147.00 |
| | INVOICES TOTAL: | **10,132.89** |

### 582026-LIFT STATIONS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CRAWFORD MURPHY & TILLY | BIDDING/ENGINEERING ASSISTANCE | 2,888.85 |
| | INVOICES TOTAL: | **2,888.85** |

### 582027-WWTP FACILITY IMPROVEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTRUCTION & GEOTECHNICAL | FIELD EXPLORATION/ANALYSIS | 19,335.00 |
| | INVOICES TOTAL: | **19,335.00** |

### 582028-DEVON EXCESS FLOW PLANT REHB

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ENGINEERING ENTERPRISES INC | EXCESS FLOW FACILITY LIFT STATION | 7,666.92 |
| | INVOICES TOTAL: | **7,666.92** |

** Indicates pre-issue check.

## 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 |
| | 1 UNIFIRST CORPORATION | MATS | 23.54 |
| | | INVOICES TOTAL: | **470.62** |

### 524120-UTILITIES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | 124.20 |
| | 1 NICOR GAS | GAS BILL | 38.96 |
| | 1 NICOR GAS | GAS BILL | 60.30 |
| | 1 VERIZON WIRELESS | WIRELESS SERVICES | 45.10 |
| | | INVOICES TOTAL: | **268.56** |

### 529000-OTHER CONTRACTUAL SERVICES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | DSL LINE FOR METRA PAY BOXES | 41.83 |
| | | INVOICES TOTAL: | **41.83** |

### 570200-BLDG & GROUNDS IMPROVEMENTS

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 C E SMITH LAWN MAINTENANCE INC | LANDSCAPE MAINTENANCE/JULY 2020 | 1,684.29 |
| | | INVOICES TOTAL: | **1,684.29** |

## 550-GOLF FUND REVENUES

### 470010-CLUBHOUSE BANQUET SALES

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 LAUREN CHRISTIAN | DEPOSIT REFUND | 100.00 |
| ** | 1 CAROL KOK | DEPOSIT REFUND | 100.00 |
| ** | 1 KRISTIE RIVERA | DEPOSIT REFUND | 2,000.00 |
| ** | 1 MONIKA WEDICK | DEPOSIT REFUND | 2,500.00 |
| | | INVOICES TOTAL: | **4,700.00** |

## 5500-GOLF PROGRAM EXPENSES

### 522400-SERVICE AGREEMENTS

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| | 1 COLLEY ELEVATOR COMPANY | ELEVATOR INSPECTION FEES | 240.00 |
| | 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | 434.53 |
| | | INVOICES TOTAL: | **674.53** |

** Indicates pre-issue check.

### 524100-BUILDING MAINTENANCE SERVICES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 JENSEN'S PLUMBING & HEATING INC | A/C UNIT REPAIRS | 566.76 |
| | INVOICES TOTAL: | **566.76** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 COMCAST | CABLE SERVICE | 218.57 |
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 2,256.31 |
| 1 NICOR GAS | GAS BILL | 226.13 |
| | INVOICES TOTAL: | **2,701.01** |

### 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 EDWARD DON & COMPANY | PAPER TOWELS/COTTON GLOVES | 139.38 |
| 1 PAUL PETERSEN | REPAIR PARTS FOR DRYER | 20.60 |
| | INVOICES TOTAL: | **159.98** |

### 532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 576.91 |
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 151.24 |
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 887.91 |
| | INVOICES TOTAL: | **1,616.06** |

### 532300-POSTAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| ** 1 CARDMEMBER SERVICE | UPS CHARGES/MERCHANDISE RETURNS | 141.98 |
| | INVOICES TOTAL: | **141.98** |

### 534600-BUILDING MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 AMPERAGE ELECTRICAL SUPPLY INC | LIGHTING SUPPLIES | 146.56 |
| 1 AMPERAGE ELECTRICAL SUPPLY INC | LIGHTING SUPPLIES | 107.46 |
| | INVOICES TOTAL: | **254.02** |

## 5510-GOLF MAINTENANCE EXPENSES

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 752.10 |
| 1 NICOR GAS | GAS BILL | 45.18 |
| 1 NICOR GAS | GAS BILL | 75.38 |
| | INVOICES TOTAL: | **872.66** |

** Indicates pre-issue check.

### 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CHICAGOLAND TURF | MATERIALS & SUPPLIES | 600.00 |
| 1 CHICAGOLAND TURF | MATERIALS & SUPPLIES | 711.00 |
| | INVOICES TOTAL: | **1,311.00** |

### 532000-AUTOMOTIVE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 576.91 |
| 1 MANSFIELD OIL COMPANY | GASOLINE PURCHASE | 887.90 |
| | INVOICES TOTAL: | **1,464.81** |

### 532200-OFFICE SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 AMAZON CAPITAL SERVICES INC | TIME CARDS | 24.27 |
| | INVOICES TOTAL: | **24.27** |

### 534300-EQUIPMENT MAINTENANCE MATLS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 BURRIS EQUIPMENT CO | MAINTENANCE SUPPLIES | 900.00 |
| 1 BURRIS EQUIPMENT CO | MAINTENANCE SUPPLIES | 175.36 |
| 1 REINDERS INC | MAINTENANCE SUPPLIES | 174.38 |
| | INVOICES TOTAL: | **1,249.74** |

### 534500-GROUNDS MAINTENANCE MATERIALS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CHEM TURF APPLICATION SPECIALISTS INC | MAINTENANCE SUPPLIES | 30.51 |
| 1 CHICAGOLAND TURF | MAINTENANCE SUPPLIES | 130.00 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | 21.20 |
| | INVOICES TOTAL: | **181.71** |

## 5560-GOLF RESTAURANT EXPENSES

### 522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 A MAESTRANZI SONS | KNIFE SERVICE | 19.00 |
| 1 COMPLETE BAR SYSTEMS INC | CLEANED BEER LINES | 50.00 |
| | INVOICES TOTAL: | **69.00** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 376.05 |
| | INVOICES TOTAL: | **376.05** |

### 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|

** Indicates pre-issue check.

| | | |
|---|---|---|
| 1 EDWARD DON & COMPANY | PAPER TOWELS/COTTON GLOVES | 43.96 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 179.80 |
| 1 PAUL PETERSEN | REPAIR PARTS FOR DRYER | 20.59 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD SERVICE SUPPLIES | 19.38 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 44.47 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 274.87 |
| | INVOICES TOTAL: | **583.07** |

### 534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 552.27 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 129.19 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 65.13 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 83.07 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | 478.06 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 69.80 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 171.83 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 220.50 |
| 1 HIGHLAND BAKING COMPANY | FOOD PURCHASE | 40.00 |
| 1 HIGHLAND BAKING COMPANY | FOOD PURCHASE | 66.30 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | 89.22 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | 85.84 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | 51.66 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | 354.59 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 409.09 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 270.29 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE | 396.54 |
| 1 TEC FOODS INC | COFFEE PURCHASE | 57.53 |
| | INVOICES TOTAL: | **3,590.91** |

## 5570-GOLF BANQUET EXPENSES

### 522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CLUBTEC | MONTHLY SOFTWARE SUPPORT | 58.00 |
| 1 CLUBTEC | MONTHLY SOFTWARE SUPPORT | 58.00 |
| | INVOICES TOTAL: | **116.00** |

### 523100-ADVERTISING

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 EXAMINER PUBLICATIONS INC | ADVERTISING | 60.00 |
| | INVOICES TOTAL: | **60.00** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 CONSTELLATION NEW ENERGY INC | ELECTRIC BILL | 376.05 |
| 1 NICOR GAS | GAS BILL | 37.69 |

** Indicates pre-issue check.

| | | |
|---|---|---|
| | INVOICES TOTAL: | **413.74** |

### 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 EDWARD DON & COMPANY | PAPER TOWELS/COTTON GLOVES | 60.88 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 179.80 |
| 1 PAUL PETERSEN | REPAIR PARTS FOR DRYER | 20.59 |
| 1 SIGNARAMA | WEDDING BANNER | 45.00 |
| 1 SYSCO FOOD SERVICES - CHICAGO | COCKTAIL GLASSES | 116.57 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 44.48 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 160.74 |
| | INVOICES TOTAL: | **628.06** |

### 534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 ALBERTSONS - SAFEWAY | FOOD PURCHASE | 296.73 |
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 422.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 437.09 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | 186.14 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | 40.00 |
| 1 HIGHLAND BAKING COMPANY | FOOD PURCHASE | 103.94 |
| 1 HIGHLAND BAKING COMPANY | FOOD PURCHASE | 15.68 |
| 1 IL GIARDINO DEL DOLCE INC | PASTRIES/COOKIES | 110.00 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 740.22 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | 396.21 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE | 110.04 |
| 1 TEC FOODS INC | COFFEE PURCHASE | 57.53 |
| | INVOICES TOTAL: | **2,915.58** |

### 570100-MACHINERY & EQUIPMENT

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 GRAINGER | FIRE SPRINKLER AIR COMPRESSOR | 1,375.00 |
| | INVOICES TOTAL: | **1,375.00** |

## 5580-GOLF MIDWAY EXPENSES

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 NICOR GAS | GAS BILL | 37.69 |
| | INVOICES TOTAL: | **37.69** |

### 534320-PURCHASES - FOOD & BEVERAGE

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 BREAKTHRU BEVERAGE ILLINOIS LLC | LIQUOR PURCHASE | 347.00 |
| 1 CIGAR WERKS INC | CIGAR PURCHASE | 405.72 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 32.30 |
| 1 ELGIN BEVERAGE CO | BEER PURCHASE | 46.15 |

** Indicates pre-issue check.

| | | | |
|---|---|---|---|
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | | 149.45 |
| 1 EUCLID BEVERAGE LLC | BEER PURCHASE | | 428.85 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | | 105.00 |
| 1 GRECO AND SONS INC | FOOD PURCHASE | | 29.90 |
| 1 GRECO AND SONS INC | FOOD PURCHASE/SUPPLIES | | 362.40 |
| 1 HIGHLAND BAKING COMPANY | FOOD PURCHASE | | 10.00 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | | 37.35 |
| 1 LAKESHORE BEVERAGE | BEER PURCHASE | | 196.75 |
| 1 PEPSI BEVERAGES COMPANY | SOFT DRINK PURCHASE | | 189.00 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | | 149.10 |
| 1 SCHAMBERGER BROTHERS INC | BEER PURCHASE | | 175.10 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | | 290.14 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE/SUPPLIES | | 555.90 |
| 1 SYSCO FOOD SERVICES - CHICAGO | FOOD PURCHASE | | 282.38 |
| 1 TEC FOODS INC | COFFEE PURCHASE | | 57.54 |
| | | INVOICES TOTAL: | **3,850.03** |

## 6000-CENTRAL SERVICES EXPENSES

### 522400-SERVICE AGREEMENTS

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | | 376.88 |
| 1 JOHNSON CONTROLS SECURITY SOLUTIONS | QUARTERLY BILLING | | 255.00 |
| 1 SCHINDLER ELEVATOR CORPORATION | ELEVATOR MAINTENANCE | | 204.60 |
| 1 TEE JAY SERVICE COMPANY INC | SLIDING DOOR MAINTENANCE | | 390.00 |
| | | INVOICES TOTAL: | **1,226.48** |

### 522700-COMPUTER SERVICES

| | VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | GODADDY.COM RENEWAL | | 399.98 |
| | 1 COMCAST | INTERNET SERVICE | | 88.40 |
| | 1 GOGOVAPPS INC | ANNUAL ONLINE SUBSCRIPTION | | 6,240.00 |
| | 1 GRANICUS | BAL DUE/GOVACCESS LICENSING FEES | | 273.85 |
| | 1 THINKGARD | MONTHLY SERVICE AGREEMENT | | 2,090.90 |
| | | | INVOICES TOTAL: | **9,093.13** |

### 524100-BUILDING MAINTENANCE SERVICES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 ANDERSON PEST SOLUTIONS | PEST CONTROL SERVICES | | 228.16 |
| 1 UNIFIRST CORPORATION | MATS | | 87.19 |
| 1 UNIFIRST CORPORATION | MATS | | 87.19 |
| | | INVOICES TOTAL: | **402.54** |

### 524110-TELEPHONE

| | VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | VILLAGE HALL DSL LINE | 68.05 |
| | 1 VERIZON WIRELESS | WIRELESS SERVICES | 228.06 |

** Indicates pre-issue check.

| | | | |
|---|---|---|---|
| 1 VERIZON WIRELESS | WIRELESS SERVICES | | 425.83 |
| | | INVOICES TOTAL: | **721.94** |

### 524120-UTILITIES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 COMMONWEALTH EDISON CO | ELECTRIC BILL | | 155.37 |
| 1 NICOR GAS | GAS BILL | | 376.48 |
| | | INVOICES TOTAL: | **531.85** |

### 530100-MATERIALS & SUPPLIES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 AMAZON CAPITAL SERVICES INC | VOLTAGE TESTER/SUPPLIES | | 179.10 |
| 1 HOME DEPOT CREDIT SERVICES | MATERIALS & SUPPLIES | | 23.70 |
| 1 WAREHOUSE DIRECT | PAPER TOWELS/KLEENEX | | 339.12 |
| 1 WAREHOUSE DIRECT | PAPER TOWELS/TRASH BAGS | | 179.10 |
| 1 WAREHOUSE DIRECT | INK CARTRIDGES/OFFICE SUPPLIES | | 22.29 |
| 1 WAREHOUSE DIRECT | TRASH BAGS | | 65.61 |
| 1 WAREHOUSE DIRECT | COFFEE CREAMER | | 25.82 |
| 1 WESTERN FIRST AID & SAFETY LLC | FIRST AID SUPPLIES | | 90.55 |
| | | INVOICES TOTAL: | **925.29** |

### 546900-CONTINGENCIES

| | VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | COMPUTER SUPPLIES | | 12.70 |
| | 1 STRICTLY TECHNOLOGY | UNINTERRUPTIBLE POWER SUPPLY | | 484.00 |
| | | | INVOICES TOTAL: | **496.70** |

### 570100-MACHINERY & EQUIPMENT

| | VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|---|
| ** | 1 CARDMEMBER SERVICE | CLOUD SERVICES | | 0.78 |
| | 1 GRANICUS | WEBSITE DESIGN & IMPLEMENTATION | | 3,790.00 |
| | | | INVOICES TOTAL: | **3,790.78** |

## 7000-POLICE PENSION EXPENDITURES

### 523001-PERSONNEL TESTING

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 INSPE ASSOCIATES LTD | REVIEW & REPORT - G SELMANI | | 4,200.00 |
| | | INVOICES TOTAL: | **4,200.00** |

### 529000-OTHER CONTRACTUAL SERVICES

| VENDOR | INVOICE DESCRIPTION | | INVOICE AMOUNT |
|---|---|---|---|
| 1 FOSTER & FOSTER INC | POLICE PENSION ACTUARIAL REPORT | | 3,933.00 |
| | | INVOICES TOTAL: | **3,933.00** |

## 900000-POOLED CASH & INVESTMENT FUND

** Indicates pre-issue check.

# VILLAGE OF BARTLETT
## DETAIL BOARD REPORT
### INVOICES DUE ON/BEFORE 8/18/2020

**100002-CASH - MONEY MARKET**

| VENDOR | INVOICE DESCRIPTION | INVOICE AMOUNT |
|---|---|---|
| 1 FISERV/BASTOGNE INC | FISERV ONLINE RETURN | 311.21 |
| | INVOICES TOTAL: | **311.21** |

**GRAND TOTAL: 2,763,885.14**

| | |
|---|---|
| GENERAL FUND | **425,169.79** |
| MOTOR FUEL TAX FUND | **860,222.81** |
| DEVELOPER DEPOSITS FUND | **1,000.00** |
| WATER FUND | **1,335,821.46** |
| SEWER FUND | **83,639.20** |
| PARKING FUND | **2,465.30** |
| GOLF FUND | **29,933.66** |
| CENTRAL SERVICES FUND | **17,188.71** |
| POLICE PENSION FUND | **8,133.00** |
| POOLED CASH & INVESTMENT FUND | **311.21** |
| **GRAND TOTAL** | **2,763,885.14** |

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
CASH & INVESTMENT REPORT
FISCAL YEAR 2020/21 as of June 30, 2020

| Fund | 5/31/2020 | Receipts | Disburse-ments | 6/30/2020 | Detail of Ending Balance: Cash | Investments | Net Assets/Liab. | 6/30/2020 |
|---|---|---|---|---|---|---|---|---|
| General | 13,655,857 | 3,539,935 | 2,209,441 | 14,986,351 | 6,274,414 | 7,963,057 | 748,880 | 14,986,351 |
| MFT | 3,681,412 | 97,895 | 707,089 | 3,072,218 | 1,925,979 | 1,382,971 | (236,732) | 3,072,218 |
| Debt Service | 536,820 | 928,621 | 291,938 | 1,173,504 | 472,353 | 698,562 | 2,589 | 1,173,504 |
| Capital Projects | 494,211 | 189 | 0 | 494,400 | 16,796 | 24,840 | 452,764 | 494,400 |
| Municipal Building | 1,056,369 | 198 | 0 | 1,056,567 | 315,900 | 467,184 | 273,484 | 1,056,567 |
| Developer Deposits | 2,484,873 | 428 | 0 | 2,485,301 | 79,035 | 2,085,850 | 320,416 | 2,485,301 |
| 59 & Lake TIF | 0 | 0 | 0 | 0 | 327,914 | 484,952 | (812,866) | 0 |
| BC Municipal TIF | 680,513 | 391,622 | 46,889 | 1,025,246 | 423,972 | 627,011 | (25,736) | 1,025,246 |
| Bluff City TIF Municipal | 82,730 | 17,157 | 0 | 99,887 | 40,226 | 59,490 | 171 | 99,887 |
| Water | (1,107,272) | 970,323 | 281,965 | (418,914) | 1,683,615 | 2,489,749 | (4,592,278) | (418,914) |
| Sewer | 21,103,453 | 507,838 | 282,456 | 21,328,835 | 1,301,438 | 1,924,548 | 18,102,849 | 21,328,835 |
| Parking | 66,729 | 375 | 13,762 | 53,342 | 26,071 | 38,557 | (11,287) | 53,342 |
| Golf | (222,263) | 290,490 | 160,273 | (92,046) | 0 | 0 | (92,046) | (92,046) |
| Central Services | 612,577 | 115,072 | 90,104 | 637,545 | 156,882 | 232,012 | 248,651 | 637,545 |
| Vehicle Replacement | 3,822,660 | 49,873 | 0 | 3,872,533 | 647,062 | 956,940 | 2,268,532 | 3,872,533 |
| TOTALS | 46,948,669 | 6,910,017 | 4,083,917 | 49,774,769 | 13,691,656 | 19,435,723 | 16,647,390 | 49,774,769 |
| BC Project TIF | 4,269,361 | 3,114,588 | 373,900 | 7,010,050 | 0 | 0 | 7,010,050 | 7,010,050 |
| Bluff City Project TIF | 7,136 | 268,469 | 0 | 275,605 | 110,990 | 164,142 | 473 | 275,605 |
| Bluff City SSA Debt Srv. | 664,088 | 233 | 0 | 664,321 | 0 | 0 | 664,321 | 664,321 |
| Police Pension | 47,363,023 | 1,356,553 | 201,652 | 48,517,924 | 1,072,013 | 47,342,055 | 103,855 | 48,517,924 |

Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2020/21 as of June 30, 2020

| Fund | Revenues | | | | Expenditures | | | |
|---|---|---|---|---|---|---|---|---|
| | Actual | Current Year Budget | Percent | Prior YTD % | Actual | Current Year Budget | Percent | Prior YTD % |
| General | 4,748,433 | 24,183,270 | 19.64% | 22.18% | 3,654,116 | 24,951,630 | 14.64% | 15.70% |
| MFT | 221,690 | 1,765,000 | 12.56% | 8.77% | 707,089 | 2,620,000 | 26.99% | 7.80% |
| Debt Service | 954,407 | 3,192,494 | 29.90% | 30.28% | 648,122 | 3,165,819 | 20.47% | 20.91% |
| Capital Projects | 452,831 | 500.00 | 100.00% | 21.17% | 0 | 0 | 0.00% | 0.00% |
| Municipal Building | 471 | 7,000 | 6.73% | 0.59% | 0 | 415,000 | 0.00% | 26.92% |
| Developer Deposits | 1,061 | 601,000 | 0.18% | 2.71% | 0 | 763,958 | 0.00% | 0.00% |
| Bluff City SSA | 620 | 1,007,933 | 0.06% | 0.18% | 85,738 | 1,107,575 | 7.74% | 10.19% |
| 59 & Lake TIF | 0 | 133,000 | 0.00% | 0.00% | 0 | 133,000 | 0.00% | 0.00% |
| Bluff City Municipal TIF | 17,186 | 31,600 | 54.39% | 48.14% | 0 | 57,000 | 0.00% | 0.00% |
| Bluff City Project TIF | 268,471 | 1,944,000 | 13.81% | 12.02% | 0 | 1,940,000 | 0.00% | 0.00% |
| Brewster Creek Municipal TIF | 392,288 | 790,000 | 49.66% | 59.42% | 89,979 | 1,154,681 | 7.79% | 6.12% |
| Brewster Creek Project TIF | 3,121,301 | 7,007,000 | 44.55% | 39.99% | 373,900 | 7,011,360 | 5.33% | 0.00% |
| Water | 1,902,144 | 12,231,000 | 15.55% | 17.77% | 1,214,398 | 12,976,391 | 9.36% | 13.15% |
| Sewer | 1,006,788 | 10,635,000 | 9.47% | 8.36% | 619,741 | 10,535,479 | 5.88% | 5.95% |
| Parking | 855 | 231,400 | 0.37% | 8.08% | 22,490 | 261,768 | 8.59% | 16.47% |
| Golf | 386,583 | 2,314,158 | 16.71% | 20.98% | 259,239 | 2,293,619 | 11.30% | 15.45% |
| Central Services | 230,209 | 1,384,763 | 16.62% | 16.68% | 255,182 | 1,325,425 | 19.25% | 11.26% |
| Vehicle Replacement | 99,878 | 653,770 | 15.28% | 16.20% | 0 | 466,350 | 0.00% | 0.00% |
| Police Pension | 2,949,072 | 5,370,926 | 54.91% | 24.30% | 393,759 | 5,370,926 | 7.33% | 6.54% |
| Subtotal | 16,754,288 | 73,483,814 | 22.80% | 20.36% | 8,323,753 | 76,549,981 | 10.87% | 10.71% |
| Less Interfund Transfers | (927,954) | (4,297,209) | 21.59% | 21.46% | (927,954) | (4,297,209) | 21.59% | 21.46% |
| Total | 15,826,334 | 69,186,605 | 22.87% | 20.30% | 7,395,799 | 72,252,772 | 10.24% | 10.13% |

**VILLAGE OF BARTLETT TREASURER'S REPORT**
**MAJOR REVENUE BUDGET COMPARISONS**
**FISCAL YEAR 2020/21 as of June 30, 2020**

| Fund | Actual | Current Year Budget | Percent | Prior YTD % |
|---|---|---|---|---|
| Property Taxes | 3,460,338 | 11,271,814 | 30.70% | 31.10% |
| Sales Taxes (General Fund) | 340,695 | 2,575,000 | 13.23% | 13.99% |
| Income Taxes | 672,802 | 4,325,000 | 15.56% | 26.17% |
| Telecommunications Tax | 95,296 | 550,000 | 17.33% | 15.19% |
| Home Rule Sales Tax | 223,907 | 1,990,000 | 11.25% | 14.88% |
| Real Estate Transfer Tax | 228,582 | 800,000 | 28.57% | 20.92% |
| Building Permits | 118,000 | 600,000 | 19.67% | 17.92% |
| MFT | 218,987 | 1,715,000 | 12.77% | 16.11% |
| Water Charges | 1,897,804 | 12,000,000 | 15.82% | 15.07% |
| Sewer Charges | 999,402 | 7,205,000 | 13.87% | 16.16% |
| Interest Income | 24,084 | 429,500 | 5.61% | 20.61% |

VILLAGE OF BARTLETT TREASURER'S REPORT
GOLF FUND DETAIL (Excluding Capital Projects)
FISCAL YEAR 2020/21 as of June 30, 2020

| Fund | Actual | Current Year Budget | Percent |
|---|---|---|---|
| **Golf Program** | | | |
| Revenues | 340,622 | 1,280,158 | 26.61% |
| Expenses | 169,202 | 1,272,069 | 13.30% |
| Net Income | 171,420 | 8,089 | 2119.17% |
| **F&B - Restaurant** | | | |
| Revenues | 17,021 | 158,000 | 10.77% |
| Expenses | 41,737 | 317,126 | 13.16% |
| Net Income | (24,717) | (159,126) | 15.53% |
| **F&B - Banquet** | | | |
| Revenues | 5,311 | 757,000 | 0.70% |
| Expenses | 44,909 | 643,124 | 6.98% |
| Net Income | (39,599) | 113,876 | -34.77% |
| **F&B - Midway** | | | |
| Revenues | 23,630 | 119,000 | 19.86% |
| Expenses | 3,391 | 61,300 | 5.53% |
| Net Income | 20,239 | 57,700 | 35.08% |
| **Golf Fund Total** | | | |
| Revenues | 386,583 | 2,314,158 | 16.71% |
| Expenses | 259,239 | 2,293,619 | 11.30% |
| Net Income | 127,344 | 20,539 | 620.01% |

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 | 183,798 |
| Total | 2,063,133 | 2,069,327 | 2,116,036 | 2,249,438 | 2,363,230 | 2,456,454 | 2,383,743.06 | 2,533,480 |
| % increase | 4.17% | 0.30% | 2.26% | 6.30% | 5.06% | 3.94% | -2.96% | 6.28% |
| 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 0020461

| | | | |
|---|---|---|---|
| Fiscal Year | 2020 | Issue Date | 06/04/20 |
| Warrant Total | $183,797.84 | Warrant Status | |

| Agency | Contract | Invoice | Voucher | Agency Amount |
|---|---|---|---|---|
| 492 - REVENUE | | A1683527 | 0A1683527 | $183,797.84 |

IOC Accounting Line Details

| Fund | Agency | Organization | Appropriation | Object | Amount | Appropriation Name |
|---|---|---|---|---|---|---|
| 0189 | 492 | 27 | 44910055 | 4491 | $183,797.84 | DISTRIBUTE MUNI/CNTY SALES TAX |

Payment Voucher Description

| Line | Text |
|---|---|
| 1 | IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 06/03/2020 |
| 2 | MUNICIPAL 1 % SHARE OF SALES TAX |
| 3 | LIAB MO: MAR. 2020 COLL MO: APR. 2020 VCHR MO: JUN. 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 | FY 2020-21 |
|---|---|---|---|---|---|---|---|---|---|
| May | 89,115 | 104,788 | 106,665 | 89,988 | 93,139 | 91,478 | 86,848 | 83,590 | 96,769 |
| 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 | 96,769 |
| 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 | 96,769 |
| 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 | 1,715,000 |
| Annual Inc in $ w/o High Growth | -6.80% | 3.71% | -0.73% | 4.37% | -0.91% | 0.74% | 0.59% | 45.37% | 15.77% |

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

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

Bartlett

June 2, 2020

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2020

| | | |
|---|---|---|
| Beginning Unobligated Balance | | **$5,329,137.84** |
| Motor Fuel Tax Fund Allotment | $57,461.94 | |
| MFT Transportation Renewal Fund Allotment | $39,307.49 | |
| Minus Amount Paid to State | $0.00 | |
| Net Motor Fuel Tax Allotment | | **$96,769.43** ✓ |
| Plus Credits Processed | | $452,628.22 |
| Minus Authorizations Processed | | $0.00 |
| Current Unobligated Balance | | **$5,878,535.49** |

**PROCESSED TRANSACTIONS:**

**CREDITS:**

| Date | Section | Category | Memo | Amount |
|---|---|---|---|---|
| 5/8/2020 | | Supplemental Allotment | FY2020 Rebuild Illinois Installment #1 | $452,628.22 |
| | | | **TOTAL** | **$452,628.22** |

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | Fair Housing Ordinance | Committee or Board | Board |

**BUDGET IMPACT**

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

**EXECUTIVE SUMMARY**

Attached for your review is the proposed Fair Housing Ordinance. This ordinance was reviewed by the Committee of the Whole at the August 4, 2020 meeting whereby Staff was directed to forward the ordinance to the Village Board for a vote.

**ATTACHMENTS**

Memo and Fair Housing Ordinance

**ACTION REQUESTED**

☐For Discussion Only

☐Resolution

☒Ordinance - **Move to approve Ordinance #2020- _____** ***An Ordinance Amending the Bartlett Municipal Code to Add New Title 14, Chapter 1 Thereto and To Adopt the Fair Housing Ordinance of the Village of Bartlett***

☐Motion

| | | | |
|---|---|---|---|
| Staff | Roberta Grill, Planning & Development Services Director | Date: | 08.06.2020 |

# PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
## 20-102

DATE: August 6, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director RBG

RE: Fair Housing Ordinance

---

Attached for the Board's review is an amendment to the Municipal Code to add new Title 14: Housing Policy Ordinance, Chapter 1: Fair Housing Ordinance. This ordinance includes definitions, the prohibition of discrimination and penalties.

A Fair Housing Ordinance is required as part of the Village's grant request for the Wastewater Treatment Plant under the Rebuild Illinois program from the Department of Commerce and Economic Opportunity. The Staff has been notified that moving forward, all State grants will now require a municipality to have adopted a Fair Housing Ordinance.

In addition, this Ordinance is required to enable the Village to apply for Community Development Block Grants (CDBG) from the DuPage County Community Development Commission (CDC) to fund projects that will meet the needs of low to moderate income neighborhoods in Bartlett.

The following communities currently have a Fair Housing Ordinance:
Addison
Bensenville
Carol Stream
Glen Ellyn
Glendale Heights
Lombard
Villa Park
Warrenville
West Chicago
Westmont
Woodridge
DuPage County

**RECOMMENDATION:**

**Move to approve Ordinance #2020- _____ *An Ordinance Amending the Bartlett Municipal Code to Add New Title 14, Chapter 1 Thereto and To Adopt the Fair Housing Ordinance of the Village of Bartlett***

**ORDINANCE 2020 - _____**

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE TO ADD NEW TITLE 14, CHAPTER 1 THERETO AND TO ADOPT THE FAIR HOUSING ORDINANCE OF THE VILLAGE OF BARTLETT**

---

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

**SECTION ONE:** The Bartlett Municipal Code is hereby amended to create and add thereto new Title 14 entitled "HOUSING POLICY ORDINANCE", and to pass and adopt the FAIR HOUSING POLICY ORDINANCE OF THE VILLAGE OF BARTLETT, codified and added thereto as new Title 14, Chapter 1, of the Bartlett Municipal Code as follows:

**TITLE 14**
**HOUSING POLICY ORDINANCE**

**CHAPTER 1**
**FAIR HOUSING ORDINANCE**


**14-1-1: TITLE:**
**14-1-2: PURPOSE AND DECLARATION OF POLICY:**
**14-1-3: CONSTRUCTION:**
**14-1-4: DEFINITIONS:**
**14-1-5: DISCRIMINATION PROHIBITED:**
**14-1-6: EXEMPTIONS:**
**14-1-7: DISCRIMINATION IN LENDING:**
**14-1-8: REFUSALS TO DEAL IN LENDING:**
**14-1-9: COVERAGE:**
**14-1-10: PRIVATE REMEDIES:**
**14-1-11: SEVERABILITY:**
**14-1-12: PENALTY:**


**1-14-1: TITLE:**

This Chapter shall be known and may be cited as the *FAIR HOUSING ORDINANCE OF THE VILLAGE OF BARTLETT.*

**1-14-2: PURPOSE AND DECLARATION OF POLICY:**

It is hereby declared to be the policy of the Village and the purpose of this Chapter, in the exercise of its police and regulatory powers for the protection of the public safety for the health, morals, safety and welfare of the persons in and residing in the Village, and for the maintenance and promotion of commerce, industry, and good government in the Village, and to promote and protect fair housing opportunities throughout the Village and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the Village of Bartlett, an equal opportunity to view, purchase,

lease, rent, or occupy real estate without discrimination based on race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin of any individual.

**14-1-3: CONSTRUCTION:**

This Chapter shall be construed according to the fair import of its terms and shall be liberally construed to further the purposes and policy stated in Section 2 of this chapter and the special purpose of the particular provision involved.

**14-1-4: DEFINITIONS:**

For the purpose of this Chapter:

| | |
|---|---|
| *AGE CLASSIFICATION.* | Includes any person eighteen (18) years of age or older, or an emancipated mature minor as determined under 750 Illinois Compiled Statutes 30/1 et seq., "The Emancipation of Mature Minors Act." |
| *CHILD.* | Any person under the age of eighteen (18) who is a member of a family as that term is defined in 10-2-2 of the Bartlett Zoning Ordinance. |
| *COVERED MULTIFAMILY DWELLING.* | For the purposes of this Chapter, the term "covered multi-family dwelling" applies only to newly constructed dwellings as defined in Section 14-1-5: in Subsection V.2.c., and shall consist of: |
| | A. Any dwelling containing four (4) or more living units if such building has an elevator, and |
| | B. Ground floor units of other buildings consisting of four (4) or more units that do not contain an elevator. |
| *DISABILITY.* | With respect to a person: |
| | A. A physical or mental impairment which substantially limits one or more of such person's major life activities; |
| | B. A record of having such an impairment; or |
| | C. Being regarded as having such an impairment, but such term does not include current, illegal use of or addition to a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802). |
| *DISCRIMINATION.* | To make distinction in treatment of any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of an individual. |

| | |
|---|---|
| *DWELLING UNIT.* | A room or group of rooms designed for occupancy by one family with eating, sleeping and living facilities or lodging rooms as defined in the Bartlett Zoning Ordinance, Title 10 of this Code. Dwelling unit shall include any vacant land which is offered for sale or lease, for the construction or location thereon of any structure or building for occupancy as a residence for one or more persons. |
| | The term "existing dwelling unit" as used in Section 14-1-6, subsection V.2.a. of the Bartlett Fair Housing Ordinance shall include the interior or exterior spaces, parts, components or elements of a building, including individual dwelling units and the public and common use areas of the building. |
| | |
| *FAMILIAL STATUS.* | Refers to whether a household includes one or more individuals (who have not attained the age of 18 years) domiciled with: |
| | A. A parent or another person having legal custody of such individual or individuals; or |
| | B. The designee of such parent or other person having such custody, with the written permission of such parent or other person. |
| | The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years. |
| | |
| *LEASE* or *LEASING.* | Includes and means rent, renting, assignment, sublease and subletting. |
| | |
| *LENDING INSTITUTION.* | Any bank, insurance company, savings and loan association, other person in the business of lending money or guaranteeing loans, any person in the business of obtaining, arranging, or negotiating loans or guarantees as agent or broker, and any person in the business of buying or selling loans or instruments for the payment of money which are secured by title to or a security interest in real estate. |
| | |
| *MANAGER.* | A person who as owner or agent of the owner or owners has the principal responsibility for the management of five (5) or more dwelling units for rent within the Village and performs or employs others to perform the services associated with the letting and maintenance of said rental units. |
| | |
| *OWNER.* | Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to shares of, or holds any beneficial interest in, any real estate cooperative which owns any real property or any person who is acting as the agent, manager or employee of the owner. |

| | |
|---|---|
| *PERSON.* | Includes one or more individuals, corporations, partnerships, associations, legal representatives, mutual companies, joint stock companies, labor organizations, unincorporated organizations, trusts, trustees, trustees in bankruptcy, receivers and fiduciaries. |
| *PURCHASE.* | Includes any contract to purchase. |
| *REAL ESTATE BROKER.* | Any person licensed as a real estate broker in accordance with the provisions of 225 ILCS 455/1, or required thereby to be so licensed. |
| *REAL ESTATE TRANSACTION.* | The purchase, sale, exchange or lease of any real property and an option to do any of the foregoing. |
| *REAL PROPERTY.* | Any real estate, improved or unimproved, within the Village limits, including rooming units. |
| *SALE.* | Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or a beneficial interest in real property. |
| *SOURCE OF INCOME.* | The lawful manner by which an individual supports himself or herself and his or her dependents. |
| *STEERING.* | To encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include, but is not limited to, directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area. |

**14-1-5: DISCRIMINATION PROHIBITED:**

No person, including, but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the friends or associates of such person) in regard to the sale or rental of or dealings concerning real property. "Sexual orientation" is defined as: having or perceived as having emotional, physical, or sexual attachment to another without regard to the sex of that person or having or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological

maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult. "Gender identity" is defined as: a person's actual or perceived gender, including a person's gender identity, self-image, appearance, expression, or behavior, whether or not that gender identity, self-image, appearance, expression, or behavior is different from that traditionally associated with the person's sex at birth as being either female or male. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:

A. *Policies and Publicity.* Advertise, publish, display, or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

B. *Deceive or Overcharge.* Discriminate by deceiving or overcharging any person for real property in the Village, or to making any distinction or restriction against any person as to the conditions or privileges of any kind relating to the sale, rental, lease, or occupancy of real property.

C. *Discriminate in Lending.* (See Section 14-1-7 of this Chapter.) Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, the making or purchasing of loans or the provision of other financial assistance secured by residential real estate, or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the Village.

D. *Change in Neighborhood.* Solicit or to enter into any agreement for the sale, lease or listing for sale or lease of any real property within the Village (on the ground of loss of value) due to the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

E. *Inducing Sales.* Distribute or cause to be distributed written material or statements designed to induce any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the Village or neighborhood.

F. *Misrepresentation.* Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin in the area will or may result in the lowering of real property values in the block, neighborhood or area in which the property is located.

G. *Refusal to Sell.* Refuse to sell or rent real property because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

H. *Refusal to Show Records of Available Housing.* Refuse to show to any person who has specified his/her needs, the list or other records identifying all real properties reasonably meeting such specifications.

I. Withholding Housing. Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

J. *Refusal to Show Real Estate.* Refuse to show real estate because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of any prospective purchaser, lessee or tenant, or because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the residents in the area in which the property is located.

K. *Steering.* Encourage or discourage the sale or rental of real property because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the individual and/or persons in the area or purported to be moving into the area.

L. *Differential Treatment.* Make any differential treatment toward any prospective seller, purchaser, or tenant because of that person's race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin, or toward any prospective seller, purchaser, or tenant because of the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of the persons in the area in which that property is located.

M. *Evasion.* Employ any person as a salesman or agent as a means of evading provisions of this Chapter.

N. *Providing Information.* Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

O. *Posting and Distributing.* Fail to post in a prominent place available for observation by the public in each business establishment of a person in the business of purchasing, selling, exchanging or leasing real property, a copy of this Chapter, or a poster provided by the Commission summarizing this Chapter; and/or fail to distribute to any prospective seller, purchaser or tenant a summary of the ordinance provided by the Commission.

P. *Rental Application.* Discriminate by denying, or unreasonably delaying the processing of, a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

Q. *Insurance.* Discriminate in the sale of insurance in connection with real estate.

R. *Redlining.* To discriminate by differential treatment of a geographic area in the setting of insurance rates or appraised valuations or the availability of financing of property, based on the race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin of persons in the area or purported to be moving into the area.

S. *Listing Agreement and Multiple Listing Service.*

1. Entering into a listing agreement which discriminates against any person due to their race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status, or national origin.

2. Deny a person access to, or membership or participation in any multiple listing service, real estate broker's organization or facility relating to the business of selling or renting dwellings, or to discriminate against him/her in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

T. *Aid or Abet.* Discriminating by aiding or abetting acts performed in violation of this Chapter.

U. *Coercion.* Coercion, intimidation, threatening or interference with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this Chapter.

V. *Discrimination Due to a Disability.*

1. To discriminate because of a disability of:

   a. That person;

   b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or

   c. Any person associated with that disability.

2. For purposes of this subsection, "discrimination" includes:

   a. A refusal to permit, at the expense of the disabled person, reasonable modifications of an existing dwelling unit occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the

renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; a person with disabilities may make reasonable modification as provided in this Section of the fair housing ordinance to the interior or exterior public and common use areas of a building as well as to his/her individual dwelling unit.

b. A refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or

c. In connection with the design and construction of covered multi-family dwellings for first occupancy a failure to design and construct those dwellings in such a manner that:

1. The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons;

2. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and

3. All premises within such dwellings contain the following features of adaptive design:

A. An accessible route into and through the dwelling;

B. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

C. Reinforcements in bathroom walls to allow later installation of grab bars; and

D. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

3. Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled people (commonly cited as ANSI A117.1) suffice to satisfy the requirements of this paragraph.

**14-1-6: EXEMPTIONS:**

This Chapter shall not:

A. Bar any religious or denominational institution or organization, or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization, from limiting the sale, rental or occupancy of dwellings, which it owns or operates for other than commercial purposes or giving preference with respect thereto, to persons of the same religion or denomination, unless membership in such religion is restricted on account of race, color or national origin.

B. Except for Subsection 14-1-5: of this Chapter, apply to the leasing of rooms to roomers in a dwelling unit occupied by the owner as a family household having not more than two (2) roomers, living independently, exclusive of salaried household employees living on premises.

C. Prohibit (due to the familial status provision of this Chapter) the operation of housing for older persons. If the following provisions are satisfied:

1. As used in this Section "housing for older persons" means housing:

   a. Provided under any State or Federal program that the U.S. Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or

   b. Intended for, and solely occupied by, persons sixty two (62) years of age or older; or

   c. Intended and operated for occupancy by at least one person fifty five (55) years of age or older per unit. In determining whether housing qualifies as housing for older persons under this Section, the Administrator shall require at least the following factors to be met:

      1. The existence of significant facilities and services specifically designed to meet the physical or social needs of older persons, or if the provision of such facilities is not practicable, that such housing is necessary to provide important housing opportunities for older persons; and

      2. That at least eighty percent (80%) of the units are occupied by at least one person fifty five (55) years of age or older per unit; and

      3. The publication of, and adherence to, policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty five (55) years of age or older.

2. Housing shall not fail to meet the requirements for housing for older persons by reason of unoccupied units; provided, that such units are reserved for occupancy for persons who meet the age requirements of subsections C.1.b. or c. herein.

D. Bar any educational organization from limiting to persons of the same sex the rental of living accommodations.

**14-1-7: DISCRIMINATION IN LENDING:**

It shall be unlawful and a violation of this Chapter for any lending institution to discriminate in making, agreeing to make, arranging, or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property, or to offer, seek or agree to terms, conditions or privileges that discriminate on account of race, color, religion, sex, age, sexual orientation,

gender identity, marital status, disability, source of income, familial status or national origin. (See Section 14-1-5:C. of this Chapter.)

**14-1-8: REFUSALS TO DEAL IN LENDING:**

It shall be unlawful and a violation of this Chapter for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination on account of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

**14-1-9: COVERAGE:**

This Chapter shall apply, respectively, to every person, including, but not limited to, every owner, lending institution, real estate broker and manager who, within the Village, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the Village; provided, however, that the provisions of this Chapter shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, sex, age, sexual orientation, gender identity, marital status, disability, source of income, familial status or national origin.

**14-1-10: PRIVATE REMEDIES:**

Any person aggrieved in any manner by the violation of this Chapter, may commence a civil action in any court of competent jurisdiction to obtain appropriate relief with respect to such discriminatory housing practice or breach. If the court finds that a discriminatory housing practice has occurred, the court may grant the following relief:

A. An order compelling compliance with this Chapter.

B. An order to prohibit any person found by the court to have violated any provision of this Chapter from the sale, lease, exchange, transfer, conveyance or assignment of any real property, by any person who in violation of this Chapter refuses or fails to perform such contract.

C. Compensatory damages and punitive damages, including damages caused by humiliation and embarrassment.

D. Such other and further relief as may seem appropriate to the court for the enforcement of this Chapter and the elimination of violations thereof.

E. In a civil action under this Chapter, the court may allow the prevailing party a reasonable attorney's fee and costs.

These remedies shall be available notwithstanding the imposition of other penalties provided by this Chapter.

**14-1-11: SEVERABILITY:**

If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of this Chapter and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

**14-1-12: PENALTY:**

Any person violating the provisions of this Chapter shall be fined not less than one hundred dollars ($100.00) nor more than seven hundred fifty dollars ($750.00) for each such offense. Every day a violation continues may be deemed a separate offense by appropriate finding.

**SECTION TWO: 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 THREE: 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, Lorna Giless, 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 August 18, 2020 and approved on August 18, 2020 as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | 900 Poplar Lane - Variations | Committee or Board | Board |

| BUDGET IMPACT | | | |
|---|---|---|---|
| *Amount:* | N/A | *Budgeted* | N/A |
| *List what fund* | N/A | | |

**EXECUTIVE SUMMARY**

The Petitioners are requesting a 33-ft. **variation** from the 45-ft. required rear yard to bring the existing house into conformance. This represents a 73% reduction of the required rear yard setback. *According to the Zoning Ordinance a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.* The Petitioner is also requesting a **variation** to allow an accessory building (shed) in the side yard. (Accessory buildings are only permitted in the rear yard.)

The **Zoning Board of Appeals** reviewed the variation requests, conducted the public hearing and recommended **approval** at their August 6, 2020 meeting.

***To facilitate the construction of the shed, the Petitioners request this item be forwarded directly to the Village Board for a final vote.***

**ATTACHMENTS (PLEASE LIST)**

PDS Memo, Ordinance, Minutes from the Zoning Board of Appeals meeting, Applicant Cover Letter, Application, Location Map, Plat of Survey, Shed Specifications

**ACTION REQUESTED**

- ☐ For Discussion Only
- ☐ Resolution
- ☑ Ordinance – Move to approve Ordinance #2020- _____ An Ordinance Granting Variations To The Rear Yard And To Allow An Accessory Structure In The Side Yard For 900 Poplar Lane
- ☐ Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 8/7/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**
**20-103**

DATE: August 7, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, Planning & Dev Services Director RBG

RE: **(#20-11) 900 Poplar Lane**

---

**PETITIONER**

David & Christy Barry

**SUBJECT SITE**

900 Poplar Lane, Lot 241 in Kenroy's Apple Orchard Resubdivision No. 4 Unit 1

**REQUESTS**

Variations –
(a) A 33 ft. reduction from the 45-ft. required rear yard
(b) To allow an accessory building (shed) in the side yard

***To facilitate the construction of the proposed shed, the Petitioners request this item be forwarded directly to the Village Board for a final vote.***

**SURROUNDING LAND USES**

| | Land Use | Comprehensive Plan | Zoning |
|---|---|---|---|
| **Subject Site** | **Single Family** | **Suburban Residential** | **SR-4** |
| North | Single Family | Suburban Residential | SR-4 |
| South | Single Family | Suburban Residential | SR-4 |
| East | Single Family | Suburban Residential | SR-4 |
| West | Single Family | Suburban Residential | SR-4 |

**DISCUSSION**

1. The subject property is zoned SR-4 (Suburban Residence).

2. The residence was constructed in 1977. The property was originally zoned R-1 with 35-foot front and rear yards and 10-foot side yards. The property was

rezoned to the SR-4 Zoning District as part of the comprehensive rezoning of the Village in 1978.

3. The Petitioners are requesting a 33-ft. variation from the 45-ft. required rear yard to bring the existing house into conformance. This represents a 73% reduction of the required rear yard setback. *According to the Zoning Ordinance a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.*

4. The Petitioners are also requesting a variation to allow an accessory building (8'x12' shed) in the side yard. The Zoning Ordinance requires that accessory buildings be located in the rear yard. The shed cannot be located in the rear yard due to the 20'-ft wide public utility, storm sewer and sanitary sewer easement. The shed would be located 5 feet from the side property line and 8 feet from the rear property line.

5. The proposed impervious surface ratio of this lot is 34% which meets the 40% maximum impervious surface for a lot of this size.

6. If the variations are approved, the house would be brought into conformance and the Petitioners could apply for a building permit for the proposed shed.

**RECOMMENDATION**

1. *The **Zoning Board of Appeals** reviewed the variation requests and conducted the required public hearing at their meeting on August 6, 2020. The Zoning Board recommended **approval** based upon the following Findings of Fact:*

   A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

   B. That conditions upon which the petition for the variation are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

   C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.

D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.

E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

2. The Ordinance, Minutes from the Zoning Board of Appeals meeting and background materials are attached for your review and consideration.

kms/attachments

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**ORDINANCE 2020 - _____**

**AN ORDINANCE GRANTING VARIATIONS TO THE REAR YARD AND TO ALLOW AN ACCESSORY BUILDING IN THE SIDE YARD FOR 900 POPLAR LANE**

**WHEREAS,** a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on August 6, 2020 pursuant to public notice as required by law, with respect to the petition (Case #20-11) of David & Christy Barry (the "Owners") of the property commonly known as 900 Poplar Lane for a thirty-three (33) foot variation from the 45-ft. required rear yard to bring the existing house into conformance and a variation to allow an accessory structure (shed) in the side yard (the "Variations") in the SR-4, Suburban Residence Zoning District;

**WHEREAS**, the Zoning Board has recommended approval of the variations to the corporate authorities; and

**WHEREAS,** the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

**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 corporate authorities hereby make the following findings of fact:

A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.

C. That the purpose of the variations are not based exclusively upon a desire to make money out of the property.

D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.

E. That the granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

F. That the proposed variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

G. That the granting of the variances requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

**SECTION TWO:** A thirty-three (33) foot variation from the 45-ft. required rear yard to bring the existing house into conformance and a variation to allow an accessory structure (shed) in the side yard, in the SR-4, Suburban Residence Zoning District, are hereby granted for 900 Poplar Lane, Bartlett, Illinois, legally described as:

**LOT 241 IN KENROY'S APPLE ORCHARD RESUBDIVISION NO. 4 UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 3 AND PART OF THE NORTH ½ OF SECTION 10, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1976 AS DOCUMENT R76-53590, AND CERTIFICATE OF CORRECTION RECORDED AUGUST 17, 1976 AS DOCUMENT R76-53697, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-10-106-034**

(the "Property"), subject to the findings of fact in Section One and the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

**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 after its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 18th day of August 2020

**APPROVED:** this 18th day of August 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 Ordinance 2020-_____, enacted on August 18, 2020 and approved on August 18, 2020 as the same appears in the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

# Village of Bartlett
# Zoning Board of Appeals Minutes
# August 6, 2020

M. Werden called the meeting to order at 7:01 pm.

Roll Call

Present: M. Werden, B. Bucaro, G. Papa, M. Sarwas
Absent: J. Banno, G. Koziol

Also Present: Planning & Development Services Director, Roberta Grill, Village Planner, Kristy Stone

Approval of Minutes

A motion was made to approve the May 7, 2020 meeting minutes.

Motioned by: B. Bucaro
Seconded by: G. Papa

Roll Call

M. Werden, B. Bucaro, G. Papa, M. Sarwas

The motion carried.

**(#20-11) 900 Poplar Lane**

Variations:

A. A 33-foot reduction from the 45-foot required rear yard
B. To allow a shed in the side yard

**The following exhibits were presented:**
**Exhibit A – Picture of Sign**
**Exhibit B – Mail Affidavit**
**Exhibit C – Notification of Publication**
**Exhibit D – Letter from neighbor stating no objection to the plan**
**Exhibit E – Letter from neighbor stating no objection to the plan**

The Petitioner, David Barry of 900 Poplar Lane was sworn in by **M. Werden**, Chair. **D. Barry** presented his case stating that they have an odd shaped lot and would like to put a shed in the side yard. The back yard has a utility easement and they cannot build on a utility easement. The corner of the lot is the only logical place to put the shed. The shed will be 8 feet x 12 feet. We need a shed to store tools and small equipment. We would like to take those items out of the garage and put them into the shed so that we can use the garage as a garage. There is a similar lot two doors away with a shed in the side that the Village granted a Variance for about 10 years ago. **M. Werden** stated, I viewed this lot and from a practical standpoint, the side is the best location for the shed in your yard, provided no neighbors object to it. **D. Barry** stated no, in fact, the neighbor to the north contacted me as well as the neighbors behind us. The have both written letters in support of the plan. **M. Werden** stated that the property is a triangle, not a rectangle. **D. Barry** stated that along the northern edge, there is a 6-foot fence and that the neighbor put up and they would only see the top of the shed. Over the past 13 years, they have replaced the siding, roof, and driveway. They like living in Bartlett and would like to make this a place to stay. **M. Werden** asked what material would be used for the shed. **D. Barry** stated that it would be a wood shed that would be painted. It would be very similar to the shed that the neighbor behind us has. It would fit our needs. We would paint it with colors compatible with the neighborhood and our house. We would probably put plants around it to soften it from the street. **M. Werden** asked if there were any questions from the Committee. **B. Bucaro** stated that considering the shape of the lot and the easements around the house, you really have no other choice. I have no problem with it. **G. Papa** agreed, the shed looks very nice and would add to the property.

**M. Werden** opened the Public hearing portion of the meeting. No one came forward. **M. Werden** asked staff if there were any calls about this. **K. Stone** answered no, we did not get any calls. **M. Werden** asked if there were any further questions or motions by the Committee.

**B. Bucaro** made a motion to pass along **a positive recommendation** to the Village Board for case **(#20-11)** 900 Poplar Lane, a variation for a shed to be located in the side yard and a rear yard variation to bring the house into conformance.

**Motioned by: B. Bucaro**
**Seconded by: G. Papa**

**M. Werden** closed the Public Hearing portion of the meeting.

**Roll Call**
**Ayes: G. Papa, B. Bucaro, M. Sarwas, M. Werden**
**Nays: None**

**The motion carried.**

**David & Christy Barry**
**900 Poplar Lane, Bartlett, IL 60103**
**(312) 451-7590**

The Honorable Kevin Wallace
Village President &
Bartlett Village Board Members

July 14, 2020

Re: 900 Poplar Lane, Bartlett, IL 60103
Zoning Variations

Dear President Wallace & Village Board Members:

We are writing to respectfully request the following zoning variances to allow us: (1) to construct a 12'x8' wooden shed in our side yard; (2) to establish our rear yard set back at twenty (20) feet, and, (3) if necessary, to exceed maximum lot coverage for a building permit. We are requesting these variances because our property is an odd shaped lot with a large side yard and a shallow back yard that is totally within a public utility easement. As a result, we can not build a shed in our back yard and need to petition the Village for a variance.

When we recently consulted with the Village Planner, we learned that our property is not in compliance with current ordinance regarding set backs from the rear lot line. It is our understanding that the plat of survey containing our property (Lot 241) was filed with DuPage County in 1976 and our house was constructed in 1977 with the permission of the Village so now we are requesting a rear set back variance to bring our house back into compliance.

Since we purchased the property in 2007, we have expended considerable sums of money to update our property by (1) removing a wooden deck over the easement(constructed by prior owner) and replacing it with removable brick pavers; (2) replacing the roof and siding; (3) remodeling the kitchen and upstairs bathroom; and (4) replacing the concrete driveway, garage floor, and front walkway. We are planning to make additional improvement to our home such as remodeling the downstairs bathroom and laundry room in the near future. A shed would allow us to continue upgrading our property and allow us to fully enjoy the use of our property.

Respectfully submitted,

Christy L. Barry David M. Barry

# VILLAGE OF BARTLETT
# VARIATION APPLICATION

For Office Use Only
Case # 2020-11

RECEIVED
PLANNING & DEVELOPMENT

JUL 15 2020

VILLAGE OF
BARTLETT

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** David Barry and Christy Barry

**Street Address:** 900 Poplar Lane

**City, State:** Bartlett, IL **Zip Code:** 60103

**Email Address:** [redacted] **Phone Number:** [redacted]

**Preferred Method to be contacted** Email

**PROPERTY OWNER INFORMATION**

**Name:** Christy L. Barry

**Street Address:** 900 Poplar Lane

**City, State:** Bartlett, IL **Zip Code:** 60103

**Phone Number:** [redacted]

**OWNER'S SIGNATURE:** _____ **Date:** _____
***(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)***

**DESCRIPTION OF VARIATION REQUEST (i.e. setback, fence height) including SIZE OF REQUEST (i.e. 5ft., 10 ft.)** Construct a Heartland Stratford 12'x8' wood shed in side yard. Request back yard/rear yard variance to change rear set back to 20'. If necessary, request variance to exceed maximum lot coverage for building permit.

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** 900 Poplar Lane, Bartlett, IL 60103

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-10-106-034-0000

**Acreage:** 0.16

**Zoning:** SR-4 (Refer to Official Zoning Map)

**APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)**

**Attorney** _____

**Surveyor** _____

**Other** _____

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the ZBA and Village Board to review.)**

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

   The building lot is an odd shaped property with a shallow back yard of 10 feet that is completely encompassed by the public utility easement that runs in northerly and southerly direction across the back yard. This ordinance imposes an undue hardship upon the property owners in that they could not build a shed to store small tools and similar equipment as their neighbors are allowed to do.

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

   Upon information and belief, the odd shaped lot while not unique in the Village of Bartlett, it is uncommon as most properties are rectangular shaped. As a result, the vast majority of property owners have the capability to construct an accessory shed without seeking a variance.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

   The property owner has expended considerable funds to increase their use and enjoyment of the property over the last 13 years; (1) a wooden deck over the easement(constucted by prior owner) was removed and replaced with removable brick pavers; (2) the roof and siding was replaced; (3) the kitchen and upstairs bathroom were remodeled; (4) the concrete driveway, garage floor, and front walkway were replaced. A shed would increase the property's use and enjoyment by allowing owners to store small tools and similar equipment outside of their garage.

4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

   The undue hardship is caused by the placement of the public utitlity easement on the property. Bartlett Village Ordinance 10-3-3 2.c. states: "No part of an accessory building or structure, excluding fences and driveways (upon approval of the village engineer), is permitted on or over any public utilty or public drainage easement." Upon information and belief, Apple Orchard Sub Division Developer constructed the house on the property in the mid 1970s even though its lot dimesions did not conform to the dimesions of nearby properties. Please see attached survey for the property's exact dimesions and shape.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

   If the variance is granted, then the property owners plan to paint the shed so it would correspond with nearby structures and use landscaping such as flowers, plants, bushes, and/or a small tree to improve the shed's appearance in the neighborhood.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

   The property owners do not believe that a variance, if granted, would impair the light and air to any surrounding properties because the owners of the property closest to the proposed shed site constructed a 6 foot privacy fence between the properties, and the other properties are located far enough away. Nor do the property owners believe that street congestion would increase due to shed or would a shed decrease public safety, or substantially impair property values. The shed location would abut the rear yards of two affected adjacent propteries.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

   The property owners are not requesting any special privilege that is not already available to similarly situated residents if a variance is requested and granted. In fact, the Village granted a variance to a property in 2009 located at 770 Cedar Lane, Bartlett, Illinois which is two doors away from the subject property on the same cul de sac. The 770 Cedar Lane property is also a odd shaped lot with a shallow backyard with no room for rear yard shed and a larger side yard. The property owner did construct a shed in the side yard after the variance was granted.

## ACKNOWLEDGEMENT

**I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.**

**I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.**

**Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.**

**SIGNATURE OF PETITIONER:** Christy L Barry

**PRINT NAME:** Christy L. Barry David M. Barry

**DATE:** July 14, 2020

## REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

**The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.**

**NAME OF PERSON TO BE BILLED:** _____

**ADDRESS:** _____

_____

**PHONE NUMBER:** _____

**EMAIL:** _____

**SIGNATURE:** _____

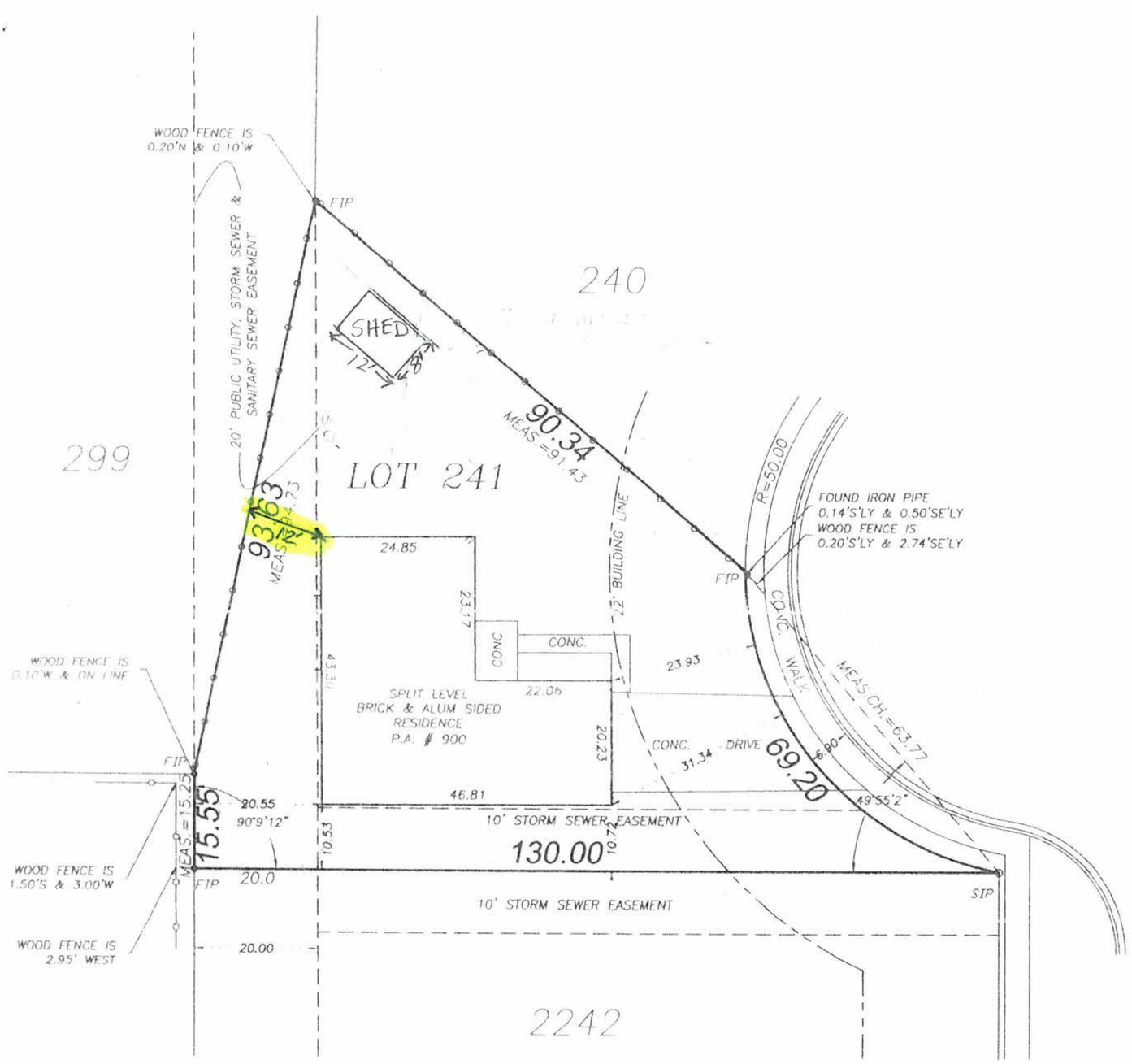
**DATE:** _____

# LOCATION MAP

**900 Poplar Ln.**
**Variations - Rear Yard and Shed in the Side Yard**
**PIN: 01-10-106-034**

# PLAT OF SURVEY

LOT 241 IN KENROY'S APPLE ORCHARD RESUBDIVISION NO. 4, UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 3 AND PART OF THE NORTH 1/2 OF SECTION 10, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1976 AS DOCUMENT R76-53590, AND CERTIFICATE OF CORRECTION RECORDED AUGUST 17, 1976 AS DOCUMENT R76-56397, IN DUPAGE COUNTY, ILLINOIS.




NORBERT V. LAMBERT, JR. REGISTERED LAND SURVEYOR NO. 1863 PROFESSIONAL STATE OF ILLINOIS

STATE OF ILLINOIS
COUNTY OF DU PAGE } S.S.

THIS IS TO CERTIFY THAT I, AN ILLINOIS LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

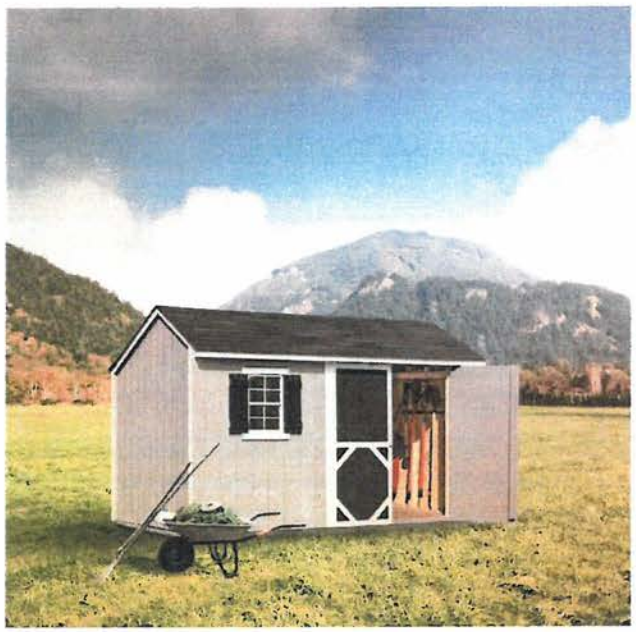
GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 2ND DAY OF JULY A.D. 2007.

ILLINOIS LAND SURVEYOR NO. 1863

REFER TO DEED OR GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY

ORDERED BY: DUFFIELD, BRIGID ORDER NO. 07 E 147 FILE NO. 0

LAMBERT & ASSOCIATES
LAND SURVEYORS



+3

$1,098.00

★★★★ 252

View Q&A

**Heartland** (Common: 12-ft x 8-ft; Interior Dimensions: 11.71-ft x 8-ft) Stratford Saltbox Engineered Storage Shed

Item #437509 Model #182938

- Pre-cut kit - nothing to saw
- 64 in. extra-wide doors for easy access with lawn tractors
- Bonus features include window with shutters, shelving, workbench and peg board

1 +

Qty

Add to Cart

**Store Pickup**
Unavailable for Pickup at Carol Stream Lowe's
Check Other Stores

**Delivery**
Ready for Delivery: Estimated on Jul 28

## Need a Hand With Installation?

Let trusted professionals do it for you. Connect with a Lowe's associate to get started today.

GET STARTED


**Overview**

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | Brewster Creek TIF Developer Note #4, Payout #19 | Committee or Board | Board |

| BUDGET IMPACT | | | |
|---|---|---|---|
| *Amount:* | $373,700 | *Budgeted* | $373,700 |
| *List what fund* | Brewster Creek TIF Project Fund | | |

**EXECUTIVE SUMMARY**

Brewster Creek Public Improvements – TIF Developer Note #4, Payout #19.

**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. 19 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: 08/10/20

# Village of Bartlett
# Finance Department Memo
# 2020 - 13

**DATE:** August 10, 2020

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #4 Payout Request #19

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 19th developer note #4 payout request for the Brewster Creek TIF development. The total amount is $373,700. 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. 19 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. 19 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 nineteenth Memorandum of Payment requesting that it be reimbursed the sum of $373,700 in Project Costs for Payout No. 19 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 nineteenth 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 nineteenth 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. 19 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of $373,700 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** August 18, 2020

**APPROVED** August 18, 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 August 18, 2020, and approved on August 18, 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. 19

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 $ 373,700.00 bearing an interest rate at 7.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

By: _____

Dated: 7/31/20

## SCHEDULE 1

## COST OF THE IMPROVEMENTS

| | | | |
|---|---|---|---|
| V3 | Cook County North CM | $ | 25,000.00 |
| V3 | Spitzer Sanitary & Jack Court CM | $ | 5,000.00 |
| Martam | Jack Court Construction | $ | 32,730.00 |
| Martam | Cook County NorthMass Grading | $ | 263,998.56 |
| Geocon | Cook County North Geotechnical Site Inspections | $ | 8,745.00 |
| V3 | Lot 9 Wetland Maintenance | $ | 2,500.00 |
| V3 | Minador Wetland Maintenance | $ | 1,500.00 |
| V3 | Park Basin Maintenance 2020 | $ | 20,213.00 |
| Twin Oaks Landscape | Monument Sign Maintenance | $ | 13,921.45 |
| | **Total** | **$** | **373,608.01** |

**BARTLETT PUBLIC WORKS**

August 6, 2020

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM OF PAYMENT # 19** – 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 # 19** from Elmhurst Chicago Stone Company requesting payment in the amount of **$373,700.00** to reimburse itself for monies spent on the project for the period of **June 18, 2020** through **July 21, 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, Geocon Professional Services and Twin Oaks Landscape stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 19**. 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, Geocon Professional Services and Twin Oaks Landscape that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 19**, covered by the dates June 18, 2020 through July 21, 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 | Temporary Outdoor Dining Extension | Committee or Board | Board |

| BUDGET IMPACT | | | |
|---|---|---|---|
| *Amount:* | N/A | *Budgeted* | N/A |
| *List what fund* | N/A | | |

**EXECUTIVE SUMMARY**

Attached is an Ordinance that would extend outdoor dining in Bartlett from the previously approved September 30, 2020 date (Ordinance #2020-53) to a new date of November 30, 2020. The Staff has received several requests from restaurant owners to extend the date, as well as positive feedback from patrons wishing to continue the outdoor dining experience.

Temporary liquor licenses for those restaurants with on-premise liquor and outdoor dining would also be extended to the November 30, 2020 date.

All other village codes and liquor license restrictions would remain in full force and effect.

**ATTACHMENTS**

PDS Memo and Ordinance

**ACTION REQUESTED**

☐For Discussion Only

☐Resolution

☒Ordinance - Move to approve **Ordinance #2020 - _____** ***An Ordinance Extending Temporary Outdoor Dining Permits And Amending Ordinance No. 2020-53***

☐Motion

| | | | |
|---|---|---|---|
| Staff | Roberta Grill, Planning & Development Services Director | Date: | 08.12.2020 |

# PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
## 20-107

DATE: August 12, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director

RE: Temporary Outdoor Dining Extension

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Attached is an Ordinance that would extend outdoor dining in Bartlett from the previously approved September 30, 2020 date (Ordinance #2020-53) to a new date of November 30, 2020. The Staff has received several requests from restaurant owners to extend the date, as well as positive feedback from patrons wishing to continue the outdoor dining experience.

Temporary liquor licenses for those restaurants with on-premise liquor and outdoor dining would also be extended to the November 30, 2020 date.

All other village codes and liquor license restrictions would remain in full force and effect.

The Ordinance extending outdoor dining is attached for your review.

**RECOMMENDATION**

**Move to approve Ordinance #2020 - _____ *An Ordinance Extending Temporary Outdoor Dining Permits And Amending Ordinance No. 2020-53***

x:\comdev\mem2020\107_temporary outdoor dining extension_vb.docx

**VILLAGE OF BARTLETT**
**COOK, DuPAGE AND KANE COUNTIES, ILLINOIS**

**ORDINANCE NO. 2020- _____**

**AN ORDINANCE EXTENDING TEMPORARY OUTDOOR DINING PERMITS AND AMENDING ORDINANCE NO. 2020-53**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE COUNTIES, ILLINOIS THIS _____ DAY OF _____, 2020**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE COUNTIES, ILLINOIS AS PROVIDED BY LAW THIS _____ DAY OF _____, 2020**

**ORDINANCE NO. 2020 - _____**

**AN ORDINANCE EXTENDING TEMPORARY OUTDOOR DINING PERMITS AND AMENDING ORDINANCE NO. 2020-53**

---

**WHEREAS,** on June 2, 2020, in response to Governor J.B. Pritzker's announcement on May 20, 2020 that bars and restaurants in Illinois would be permitted outdoor dining consistent with their forthcoming state guidelines under Phase 3 of the Restore Illinois Plan, the Board of Trustees of the Village of Bartlett adopted Ordinance No. 2020-53, "An Ordinance Approving Temporary Outdoor Dining Permits" authorizing outdoor dining at bars and restaurants in Bartlett, including the sale and service of alcohol beginning May 29, 2020 "until state guidelines authorize indoor on-premises consumption of food and beverages at bars and restaurants"; and

**WHEREAS,** state guidelines now authorize indoor on-premises consumption of food and beverages at bars and restaurants, but, weather permitting, most patrons at bars and restaurants in Bartlett prefer outdoor dining due to safety concerns over the rising number of COVID-19 cases in Illinois and throughout the country; and

**WHEREAS,** the Village President acting in his capacity as the Local Liquor Control Commissioner of the Village of Bartlett issued Temporary Extended Liquor Licenses for Temporary Outdoor Dining Areas authorized by Ordinance 2020-53 to the holders of Bartlett on-premises liquor licenses which expire on September 30, 2020;

**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:** That Section Two of Ordinance 2020-53 is hereby repealed and is hereby replaced with new Section Two which states as follows:

> "SECTION TWO: APPROVAL. Notwithstanding any contrary provision of the Bartlett Municipal Code or other Village ordinance, regulation, or policy concerning minimum parking spaces and use of the public right-of-way, permits for outdoor dining areas may be approved by the Village Administrator for restaurants and bars consistent with the terms of this Ordinance until November 30, 2020."

**SECTION TWO:** The Local Liquor Control Commissioner is authorized to issue Temporary Extended Liquor Licenses for Outdoor Dining Areas to the holders of Bartlett on-premises liquor licenses, which will expire on November 30, 2020.

**SECTION THREE:** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and

independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION FOUR:** 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:** This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law.

**APPROVED and ADOPTED** by the President and Board of Trustees of the Village of the Village of Bartlett this _____ day of _____, 2020 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

PASSED this _____ day of _____, 2020.

APPROVED this _____ day of day of _____, 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 Ordinance 2020 - _____ on _____, 2020, and approved on _____, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | A Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett | Committee or Board | Board |

**BUDGET IMPACT**

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

**EXECUTIVE SUMMARY**

The U.S. Conference of Mayors (USCM) endorses Step It Up!, the U.S. Surgeon General's Call to Action to Promote Walking and Walkable Communities. USCM urges cities to develop initiatives and programs that respond to the Call to Action such as Move with the Mayor™ (MWTM) and the Centers for Disease Control and Prevention's Active People, Healthy Nations - a national movement to respond to the Surgeon General's Call to Action. Its goal is to promote strategies that work to get 27 million Americans more physically active by 2027.

Attached is a Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett.

**ATTACHMENTS (PLEASE LIST)**

Staff Memo August 7, 2020
Resolution

**ACTION REQUESTED**

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

**MOTION:**

I move to approve Resolution 2020-__-R, A Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett

Staff: Joey Dienberg, Management Analyst Date: August 7, 2020

# Memorandum

**To:** Sam Hughes, Senior Management Analyst

**From:** Joey Dienberg, Management Analyst

**Date:** 8/7/2020

**Re:** A Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett

---

The U.S. Conference of Mayors (USCM) endorses Step It Up!, the U.S. Surgeon General's Call to Action to Promote Walking and Walkable Communities. USCM urges cities to develop initiatives and programs that respond to the Call to Action such as Move with the Mayor™ (MWTM) and the Centers for Disease Control and Prevention's Active People, Healthy Nations - a national movement to respond to the Surgeon General's Call to Action. Its goal is to promote strategies that work to get 27 million Americans more physically active by 2027.

Many mayors already use Move with the Mayor, developed by the National Forum for Heart Disease & Stroke Prevention, to encourage people to walk and live active, healthy lifestyles.

Now, the Move with the Mayor/Step it Up! Success Roadmap blends elements of both initiatives plus Active People, Healthy Nation to help you identify and strengthen the Village's programs and policies to improve health and physical activity.

The following sections are included in the roadmap, with elements related to heart health promotion interwoven.

1. Make Physical Activity a City Priority
2. Design Activity-Friendly Communities that Make Physical Activity Safe & Easy for People of All Ages & Abilities
3. Promote Programs and Policies to Support Physical Activity Where People Live, Learn, Work, Pray, & Play

**Motion:** I move to approve Resolution 2020-__-R, A Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett

**RESOLUTION 2020-__-R**

**A RESOLUTION SUPPORTING THE U.S. SURGEON GENERAL'S CALL TO ACTION TO PROMOTE WALKABLE COMMUNITIES AND WALKING IN THE VILLAGE OF BARTLETT**

---

**WHEREAS**, one out of every two U.S. adults is living with a chronic disease, such as heart disease, cancer or diabetes; and

**WHEREAS**, these diseases are the leading causes of premature death and disability and leading drivers of the $3.3 trillion in annual healthcare costs in the nation; and

**WHEREAS**, the health of a community's workforce affects economic development and chronic disease increases costs to employers in lost productivity and higher health care expenditures; and

**WHEREAS**, regular physical activity helps prevent risk factors for disease (such as high blood pressure and weight gain); protects against many chronic diseases (such as heart disease, stroke, some cancers, type 2 diabetes and depression) and also reduces premature deaths; and

**WHEREAS**, an individual's decision to walk can be made easier by programs and policies that provide opportunities and encouragement for walking and by improvements to community walkability; and

**WHEREAS**, Step It Up! The Surgeon General's Call to Action to Promote Walking and Walkable Communities provides evidence-based strategies to support walking and walkable communities and calls on Americans to be more physically active through walking; and

**WHEREAS**, local government can play an important role in promoting physical activity and building walkable communities;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby resolve that the Village of Bartlett supports the U.S. Surgeon General's Call to Action to Promote Walking and Walkable Communities; that we will continue to develop initiatives and programs that support a walkable community; and that we encourage all Bartlett residents to choose walking for their health and well-being.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** August 18, 2020

**APPROVED:** August 18, 2020

_____
Kevin Wallace, Village 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-__-R enacted on August 18 2020, and approved on August 18, 2020, as the same appeared from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | Approval Of A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer | Committee or Board | Village Board |

| **BUDGET IMPACT** | | | |
|---|---|---|---|
| *Amount:* | N/A | *Budgeted* | N/A |
| *List what fund* | N/A | | |

**EXECUTIVE SUMMARY**

Attached is Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer at both Bartlett High School and Eastview Middle School for the 2020-2021 school year.

**ATTACHMENTS (PLEASE LIST)**

Police Department Memo, Resolution, Agreement Between The Village of Bartlett And School District U-46 Providing For A School Resource Officer

**ACTION REQUESTED**

X Resolution

X Motion

**MOTION: I move to approve Resolution 2020 - _____, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer.**

Staff: Geoffrey T. Pretkelis, Deputy Chief of Police Date: August 11, 2020

# POLICE DEPARTMENT MEMORANDUM
# 20-50

**DATE:** **August 11, 2020**

**TO:** **Paula Schumacher, Village Administrator**

**FROM:** **Geoffrey T. Pretkelis, Deputy Chief of Police**

**RE:** **Approval Of A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer**

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School on a contract basis for the 2020-2021 school year. It has also requested some minor changes to the language contained in last year's agreement to better reflect its current practices. Here are some of the important highlights of the proposed changes to the school resource officer agreement for the 2020-2021 school year:

- Changing the language about the selection process to better reflect the current practice of the collaborative interview process and the final selection process of the school resource officer.
- Adding language that references the required school resource officer training standards established by the Illinois Law Enforcement Training Standards Board.
- Adding a new paragraph discussing the school resource officers' duties and responsibilities based on language from the U.S. Department of Justice's Community Orientated Policing Services (COPS) and best practices from the National Association of School Resource Officers (NASRO).
- Updating the language for police body worn cameras and including it in the agreement in case Bartlett Police Department, South Elgin Police Department, or Streamwood Police Department would like to consider implementing this technology during the school year.
- Changing the language of a non-probationary police officer's annual salary cost to $71,842 and the school resource officer's overtime hourly rate to $73.39 that are listed in the EXHIBIT A: COST WORKSHEET. School District U-46 would be responsible for reimbursing the Village of Bartlett for the annual cost of a non-probationary police officer's salary in exchange for assigning school resource officers at Eastview Middle School and Bartlett High School.

Village Attorney Bryan Mraz reviewed the agreement and did not have any concerns about the proposed language changes. If approved, the services under this agreement would begin on August 15, 2020 until June 10, 2021.

**MOTION: I move to approve Resolution 2020- _____, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer.**

**RESOLUTION 2020 - _____**

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A SCHOOL RESOURCE OFFICER**

---

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

**SECTION ONE:** The Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated August 18, 2020, including Exhibit A thereto (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 18, 2020

APPROVED: August 18, 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 August 18, 2020, and approved on August 18, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

**EXHIBIT A**

# AGREEMENT
# BETWEEN THE *VILLAGE OF BARTLETT* AND SCHOOL DISTRICT U-46 PROVIDING FOR A School Resource Officer

This Agreement is entered into this 18th day of August 2020, by and between the *VILLAGE OF BARTLETT*, Illinois, a municipal corporation and the Board of Education of School District U-46 (the "District").

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's Schools.

**WHEREAS**, the *VILLAGE OF BARTLETT* is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

**WHEREAS,** both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, both the *VILLAGE OF BARTLETT* and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the *VILLAGE OF BARTLETT* and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

## SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

## SECTION 2. TERM

The services under this Agreement shall commence on August 15, 2020 and continue in full force and effect until June 10, 2021.

## SECTION 3. PURPOSE

The purpose of the School Resource Officer Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student. By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed.

It is the responsibility of District teachers and other District educators to respond to inappropriate student behavior in a way that supports personal growth and learning opportunities for all students. It is further the goal of the District that school discipline be administered through the Student Code of Conduct focusing on keeping students within the classroom setting. School-based infractions shall be addressed primarily by using non-punitive interventions that improve school safety and academic performance (e.g. classroom interventions, counseling services, restorative justice, peer mediation, etc.), and not through harsh, exclusionary measures, such as tickets or arrests.

## SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF *VILLAGE OF BARTLETT* THROUGH ITS POLICE DEPARTMENT

4.0 Provide Police SROs to the District for Interview

If and when the position of SRO is vacant, the Village's Police Department will provide to the District qualified candidates to interview. The selection process will include a collaborative interview process of the qualified applicants by the school and District administration, and the police department administration. After the interview process, District shall provide the police administration their order of preference in candidates. The final selection shall be made by the Village's Chief of Police in her/his sole discretion. The Police Department candidates must have the following training and qualifications:

1. Training. The police department is responsible for the training standards of the school resource officer assigned to the schools as established by the Illinois Law Enforcement Training Standards Board under 50 ILCS 705/10.22.

2. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;

3. Strong, effective leadership abilities;

4. Positive, proactive attitude; excellent interpersonal and problem-solving skills; ability to resolve conflicts; verbal, written communication;

5. Self-motivated; ability to work with minimal supervision;

6. Ability to interact effectively and productively with the Police Department, courts, school staff, students and parents;

7. Experience in and knowledge of drug and gang awareness;

8. Non-probationary police employee;

9. Excellent attendance record.

4.1 Organizational Relationships:

The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO. The SRO shall report to the school's principal or principals. However, the SRO shall remain an employee of the *VILLAGE OF BARTLETT* and all personnel rules applicable to the *VILLAGE OF BARTLETT*'s police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department. Moreover, the *VILLAGE OF BARTLETT* shall be fully responsible for all employee-related obligations.

4.2 Duties and Responsibilities of SRO

The Police Department and District, in order to ensure an efficient and cohesive SRO program, will build a positive relationship between law enforcement, students, and school employees. The goal of the program is to reduce crime, create a safe school environment, and provide a law enforcement resource to school administrators,

teachers, and students. The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

1. SROs act in accordance with the recommended TRIAD roles of law enforcement officer, teacher, and informal counselor/mentor but do not enforce school rules or policies or become involved with matters that are strictly school discipline issues.

2. Promote safety in and around the school by addressing crime and fear of crime, to coordinate our efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;

3. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement;

4. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;

5. Be proactive regarding patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency;

6. Assist school personnel with managing escalated and agitated clients, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency;

7. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions;

8. Maintain and report to the District a record of reported criminal incidents and arrest activities.

4.3 District and *VILLAGE OF BARTLETT* to agree on Modifications to Duties and Responsibilities

The District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the *VILLAGE OF BARTLETT*.

4.4 Level of Service

Based upon the operational needs of the *VILLAGE OF BARTLETT*'s Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to the District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by the District accordingly.

4.5 Additional Services.

Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the *VILLAGE OF BARTLETT*.

4.6 Crime Reports and Notification of arrest or law enforcement action.

1. SROs are required to submit a monthly crime report to the District School Board designee, District of School Safety, which includes reported crimes that occurred on school property.
2. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
3. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense related to their duties as employees or contracted employees of the School District, the SRO or police officer working in the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal.
4. SROs who are equipped with a body-worn camera (BWC) will utilize the BWC during the course of their official duties when on U-46 property as required by law. All recordings made by such BWCs shall

constitute and be construed as records created and maintained by the *VILLAGE OF BARTLETT* pursuant to Section 11.2 herein and all recordings resulting therefrom shall be maintained and treated as required by law. If an SRO turns on their BWC during the course of their official duties while at school, the SRO shall promptly notify their school principal and the Director of School Safety and Culture.

**SECTION 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION**

5.1 Payment

District shall reimburse the VILLAGE OF BARTLETT for officers assigned to schools as provided for herein. Upon the selection of any officer, the VILLAGE OF BARTLETT shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

5.2 Overtime costs.

District further agrees to only pay the overtime cost incurred by the VILLAGE OF BARTLETT wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in Exhibit A. All overtime hours must first be approved by the school's principal. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime.

5.3 Overtime Reports.

All SROs will submit overtime reports on a weekly basis to the respective principals for approval on the District's designated form for accounting purposes. The SRO will also complete a *VILLAGE OF BARTLETT* overtime form and submit same for his/her supervisors for approval.

5.4 The *VILLAGE OF BARTLETT* will pay the SRO's costs as agreed upon and shall invoice District in 10 monthly increments for District financial obligations as set forth above.

5.5 The *VILLAGE OF BARTLETT* will bill the District on a monthly basis for all overtime costs.

**SECTION 6. ACCOMODATIONS**

The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, keys for appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

**SECTION 7. STAFFING**

The *VILLAGE OF BARTLETT* will assign police SROs to serve as a SRO for the school calendar year, of which the SRO shall work eight (8) hours per day. The *VILLAGE OF BARTLETT* shall assign SROs to the following schools and/or assignments: *Bartlett High School and Eastview Middle School*

**SECTION 8. ABSENCE OF EMPLOYEES**

In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another *VILLAGE OF BARTLETT* police employee as determined by the Chief of Police at no additional cost to the District. The SRO may be required to attend training sessions during a duty day. Said training sessions will be scheduled on school SIP, institution days and school holidays when possible. In the event of any absence or other unavailability of any assigned SRO, any replacement shall be trained. In any such instance, the *VILLAGE OF BARTLETT* shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

**SECTION 9. TERMINATION**

Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined

by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

**SECTION 10. INDEMNIFICATION**

10.1 The District shall and hereby does indemnify and hold harmless the *VILLAGE OF BARTLETT*, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its officers or employees.

10.2 The *VILLAGE OF BARTLETT* shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the negligence or willful misconduct of the SROs, the *VILLAGE OF BARTLETT*, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the District, its employees, volunteers, and/or agents.

10.3 Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or *VILLAGE OF BARTLETT* and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or

action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

**SECTION 11. STUDENT RECORDS:**

11.1 All records maintained in connection with the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations governing the release of these records. In addition, *VILLAGE OF BARTLETT* and any person handling such records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.,* and all corresponding regulations.

11.2 All records maintained in connection with the police department shall be the sole property of the *VILLAGE OF BARTLETT* and shall be maintained by the *VILLAGE OF BARTLETT* in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting agreement, if applicable, governing the release of these records.

**SECTION 12. GENERAL PROVISIONS**

12.0 Amendment

Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the *VILLAGE OF BARTLETT* and the District.

12.1 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

12.2 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

12.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

12.4 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

12.5 Merger Clause, Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

12.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

12.7 Compliance with All Laws

The *VILLAGE OF BARTLETT* and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue for any state action shall be in the Circuit Court for the Sixteenth Judicial District, Kane County and venue for any federal action shall be in the Northern District of Illinois.

12.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the *VILLAGE OF BARTLETT* or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the *VILLAGE OF BARTLETT* or the District respectively.

12.10 Notice

Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:
Superintendent
School District U-46
355 East Chicago Street
Elgin, IL 60120-6543

If to *VILLAGE OF BARTLETT*:
Chief of Police
VILLAGE OF BARTLETT
228 S. Main Street
Bartlett, IL 60103

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

*VILLAGE OF BARTLETT*

By:_____
President - Kevin Wallace, President

Attest:

_____
Secretary -Lorna Giless, Village Clerk

Dated:_____

SCHOOL DISTRICT U-46

By:_____
School Board President

Attest:

_____
School Board Secretary

Dated:_____

**EXHIBIT A:**
**COST WORKSHEET**

| **2020-2021** | ***VILLAGE OF BARTLETT*** | | |
|---|---|---|---|
| **Cost Worksheet** | | | |
| | | | Annual |
| | Number of payments | Number of officers | Cost |
| Police Officer's annual salary cost as provided | | | $71,842 |
| | | | |
| Number of school officers provided | | 2 | |
| | | | |
| Total cost of officers for schools | | | $143,864 |
| | | | |
| For billing purposes (Sept through June) | 10 invoices | | $ 14,368.40 |
| | | | |
| | | | |
| **Overtime hourly Rate for SRO for budgeting** | | | **$ 73.39** |

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | Small Wireless Facilities Ordinance Amendment | Committee or Board | Board |

| BUDGET IMPACT | | | |
|---|---|---|---|
| *Amount:* | $ | *Budgeted* | N/A |
| *List what fund* | N/A | | |

**EXECUTIVE SUMMARY**

In June 2018 the Village Board approved an ordinance providing for the regulation and application for small wireless facilities based on Senate Bill 1451 (Public Act 100-0585), the Small Wireless Facilities Deployment Act (Act). This Act provides the regulations and process for permitting and deploying small cell wireless facilities throughout Illinois.

The proposed amendment includes provisions to the annual recurring rate for the placement of coaxial or fiber optic cable within Village right-of-way to connect to the wireless provider's antennas and wireless facilities. The fee will be $1.50/ft for new facilities and $0.50/ft for coaxial/fiber cabling located in existing facilities within Village right-of-way.

We recommend the Village Board approve the ordinance amendment.

**ATTACHMENTS (PLEASE LIST)**

Memo, Ordinance

**ACTION REQUESTED**

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

**MOTION:** I move to approve Ordinance 2020-_____, an ordinance amending Title 7, Chapter 8, Section 7-8-4, Subsection G, of the Bartlett Municipal Code providing for the regulation and application for small wireless facilities and amending the annual recurring rate therein.

Staff: Dan Dinges, Director of Public Works Date: 08/4/20

**PUBLIC WORKS**

# Memo

DATE: August 4, 2020

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Small Wireless Facilities Ordinance Amendment

In June 2018 the Village Board approved an ordinance providing for the regulation and application for small wireless facilities based on Senate Bill 1451 (Public Act 100-0585), the Small Wireless Facilities Deployment Act (Act). This Act provides the regulations and process for permitting and deploying small cell wireless facilities throughout Illinois.

The proposed amendment includes provisions to the annual recurring rate for the placement of coaxial or fiber optic cable within Village right-of-way to connect to the wireless provider's antennas and wireless facilities. The fee will be $1.50/ft for new facilities and $0.50/ft for coaxial/fiber cabling located in existing facilities within Village right-of-way.

We recommend the Village Board approve the ordinance amendment.

**MOTION:** I move to approve Ordinance 2020-_____, an ordinance amending Title 7, Chapter 8, Section 7-8-4, Subsection G, of the Bartlett Municipal Code providing for the regulation and application for small wireless facilities and amending the annual recurring rate therein.

**ORDINANCE 2020 - _____**

**AN ORDINANCE AMENDING TITLE 7, CHAPTER 8, SECTION 7-8-4, SUBSECTION G, OF THE BARTLETT MUNICIPAL CODE PROVIDING FOR THE REGULATION AND APPLICATION FOR SMALL WIRELESS FACILITIES AND AMENDING THE ANNUAL RECURRING RATE THEREIN**

---

**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:** Title 7, Chapter 8, of the Bartlett Municipal Code entitled "Regulation of and Application for Small Wireless Facilities", Section 7-8-4:G entitled "Annual Recurring Rate", is hereby repealed.

**SECTION TWO:** Title 7, Chapter 8, Section 7-8-4 of the Bartlett Municipal Code is hereby amended to add the following new subsection G thereto entitled "Annual Recurring Rate and Annual License Fee" to replace Section 7-8-4:G repealed in Section One of this Ordinance:

G. **ANNUAL RECURRING RATE AND LICENSE FEE.** A wireless provider shall pay to the Village an annual recurring rate:

(1) To collocate a small wireless facility on a village utility pole located in a right-of-way that equals (i) $200.00 per year, or (ii) the actual, direct, and reasonable costs to the wireless provider's use of space on the Village utility pole; and

(2) To install or place coaxial or fiber optic cable in, under, upon, through or under portions of the Village right-of-way ("Village ROW") to connect to the wireless provider's antennas and wireless facilities, between support structures or utility poles, and for coaxial and/or fiber optic cable that is not immediately adjacent to or directly associated with an antenna (collectively, the "Provider's Coaxial/Fiber Optic ROW Cabling") an amount that equals one dollar and fifty cents ($1.50) per lineal foot of Providers' Coaxial/Fiber Optic ROW Cabling and facilities which consists of new construction, laying, boring, poling or the like (except for excess or surplus facilities not being used but required under this Chapter); and fifty cents ($0.50) per lineal foot of Provider's Coaxial/Fiber Optic ROW Cabling and facilities, being located in existing excess or surplus facilities in the Village's ROW, public streets, public ways and other Village property. The annual recurring rate provided in (2) shall serve as reimbursement for the village's costs in connection with reviewing, inspecting and supervising the use and occupancy of the Village ROW, public streets, property and ways on behalf of the public and existing or future users of the Village ROW. Any discrepancy in linear footage actually installed will be reconciled by the parties upon submission of as-built drawings at the conclusion of the project. If the Village has not billed the wireless provider its actual and direct costs related to the provider's use of space on the Village's utility as provided in (1) above, the fee

shall be $200.00 payable on the first day after the first anniversary of the permit or notice of intent to collect, and on each anniversary thereafter. The annual recurring rate to reimburse the Village due and payable under paragraph (2) of this section shall be payable on the first day after the first anniversary of the permit or notice of intent to collect and on each anniversary thereafter.

**SECTION THREE: 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 FOUR: 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 FIVE: 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 2020 - _____ on _____, 2020, and approved on _____, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

# Agenda Item Executive Summary

| | | | |
|---|---|---|---|
| Item Name | Master Pole Attachment Agreement with Verizon Wireless | Committee or Board | Board |

**BUDGET IMPACT**

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

**EXECUTIVE SUMMARY**

Attached is our second master pole attachment agreement. The first one was with AT&T. This one is with Chicago SMSA Limited Partnership d/b/a Verizon Wireless. These master pole attachment agreements are in preparation of the installation of 5G cellular service within the village.

Verizon Wireless has not submitted a permit to install any small cell antenna within the village yet, but has been installing fiberoptic cables through town in preparation for the small cell antennas. They plan to start installation next year. They will be required to follow our Right of Way Ordinance and the Small Cell Ordinance. The agreement includes application fees ranging from $350 - $1,000 depending on whether the small wireless facility is being located on an existing pole or a new pole is being installed. Pending approval by the Village Board, we also will be charging them an annual recurring rate for the installation of their fiberoptic cables within village right-of-way.

**ATTACHMENTS (PLEASE LIST)**

Memo, Agreement, Resolution

**ACTION REQUESTED**

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

**MOTION:** I move to approve Resolution 2020-_____, a Resolution Approving of the Master Pole Attachment Agreement between Chicago SMSA Limited Partnership d/b/a Verizon Wireless. and the Village of Bartlett.

Staff: Dan Dinges, Director of Public Works Date: 8/4/20

**PUBLIC WORKS**

# Memo

DATE: August 4, 2020

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Master Pole Attachment Agreement with Verizon Wireless

Attached is our second master pole attachment agreement. The first one was with AT&T. This one is with Chicago SMSA Limited Partnership d/b/a Verizon Wireless. These master pole attachment agreements are in preparation of the installation of 5G cellular service within the village.

Verizon Wireless has not submitted a permit to install any small cell antenna within the village yet but has been installing fiberoptic cables through town in preparation for the small cell antennas. They plan to start installation next year. They will be required to follow our Right of Way Ordinance and the Small Cell Ordinance. The agreement includes application fees ranging from $350 - $1,000 depending on whether the small wireless facility is being located on an existing pole or a new pole is being installed. Pending approval by the Village Board, we also will be charging them an annual recurring rate for the installation of their fiberoptic cables within village right-of-way.

**MOTION:** I move to approve Resolution 2020-_____, a Resolution Approving of the Master Pole Attachment Agreement between Chicago SMSA Limited Partnership d/b/a Verizon Wireless. and the Village of Bartlett.

**RESOLUTION 2020 - _____**

**A RESOLUTION APPROVING OF THE MASTER POLE ATTACHMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

---

**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 Master Pole Attachment Agreement dated August 4, 2020, between the Village of Bartlett and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

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

_____
Lorna Giless, Village Clerk

# MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this 4th day of August 2020, between the VILLAGE OF BARTLETT, with its principal offices located at 228 South Main Street, Bartlett, Illinois, 60103, hereinafter designated LICENSOR and CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, with a principal address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

## WITNESSETH

**WHEREAS**, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

**WHEREAS**, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 7-8-3 of the Bartlett Municipal Code, as now or hereafter amended) shall have the meaning provided therein; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

**WHEREAS**, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

**WHEREAS,** the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

**WHEREAS**, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.

2. PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:

   a. Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

   b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

   c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

   d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

   e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

   f. Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.

   g. The application fee due.

3. APPLICATION FEES. Application fees are subject to the following requirements:

   a. LICENSEE shall pay an application fee of $650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and $350 for

each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

b. LICENSEE shall pay an application fee of $1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

c. Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.

d. LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
   i) routine maintenance; or
   ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
   iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4. <u>REQUIREMENTS</u>.

a. LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

b. LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.

c. LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.

d. LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

e. LICENSEE shall paint or otherwise camouflage antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.

f. LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended] of the LICENSOR.

g. LICENSEE shall comply with all the terms and conditions of Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended] in regards to construction of utility facilities.

h. LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

i. LICENSEE shall comply with applicable spacing requirements in Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended, concerning the location of ground-mounted equipment located in the right-of-way.

j. LICENSEE shall comply with Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended, concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.

k. LICENSEE shall comply with Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended, for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585, the Small Wireless Facilities Deployment Act, and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

l. LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended, for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

m. LICENSEE shall comply with the Title 7, Chapter 6, of the Bartlett Municipal Code entitled "CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHT OF WAY", as now or hereafter amended, that concern public safety.

n. LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

o. LICENSEE shall comply with design standards_for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in Section 7-8-4:C.6 of the Bartlett Municipal Code], as now or hereafter amended, adopted by LICENSOR, LICENSOR's most recent comprehensive plan, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

p. LICENSOR requires the following design or concealment measures in a historic district or historic landmark as identified in Section 7-8-3 of the Bartlett Municipal Code._

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq*. and the regulations adopted to implement those laws.

5. APPLICATION PROCESS. LICENSOR shall process applications as follows:

a. An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance 2018 73, codified as Chapter 8 of Title 7 of the Bartlett Municipal Code.

b. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete

application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance 2018-73 codified as Chapter 8 of Title 7 of the Bartlett Municipal Code, as now or hereafter amended.

c. LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance 2018-73 codified as Chapter 8 of Title 7 of the Bartlett Municipal Code.

d. If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of Ordinance 2018-73 codified as Chapter 8 of Title 7 of the Bartlett Municipal Code, require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e. COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.

f. TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.

g. CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated

treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.

6. COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.

7. DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance 2018-73 codified as Chapter 8 of Title 7 of the Bartlett Municipal Code, as now or hereafter amended. If P.A. 100-0585, the Small Wireless Facilities Deployment Act, is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.

8. EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

9. RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of $200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

10. ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless

facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

11. CONDITION OF PREMISES. Where the Premises incudes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

12. MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE'S sole cost and expense. Unless otherwise agreed by the parties, any make-ready work, including Licensor pole replacements, shall be performed by the LICENSEE or its qualified contractor.

13. AERIAL FACILITIES.

    a. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance 2018 - codified as Chapter 8 of Title 7 of the Bartlett Municipal Code, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.

    b. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate

for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

14. GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

15. ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

16. TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.

17. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates,

in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 22 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

18. INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance in compliance with the statutory requirements of the state(s) of operation; or (iii) commercial general liability insurance with a limit of $2,000,000 per occurrence for bodily injury and property damage and $2,000,000 general aggregate with respect to its activities on LICENSOR improvements or rights-of-way. LICENSEE shall include LICENSOR as an additional insured as their interest may appear under this Agreement on the commercial general liability policy and provide a certificate of insurance and blanket additional insured endorsement as documentation of inclusion of LICENSOR on the commercial general liability policy.]

    LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

19. INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585, the Small Wireless Facilities Deployment Act. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

20. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

21. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
Village of Bartlett
Attention: Village Administrator
228 South Main Street
Bartlett, Illinois, 60103

Copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park
Roselle, Illinois, 60172.

LICENSEE:
Chicago SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention Network - Real Estate Fixed Asset #

with a copy sent to:
Chicago SMSA Limited Partnership d/b/a Verizon Wireless
1515 E Woodfield Rd
10th Floor
Schaumburg, IL 60173
Attn: Network Legal

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

24. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.

25. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

26. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in

general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

27. RIGHTS UNDER EXISTING LAWS; CHANGE OF LAW. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law. If any law sets forth a term or provision that is inconsistent with or different than this Agreement, then the Parties agree to promptly amend the Agreement to effect the term or provision set forth under the law.

28. BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of $10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.

29. ANNUAL RECURRING RATE. LICENSEE shall timely pay to LICENSOR for each year of the Term the Annual Recurring Rate as provided in Title 7, Chapter 8, Section 7-8-4, subsection G, of the Bartlett Municipal Code entitled "Annual Recurring Rate", as amended by Ordinance 2020-____, "An Ordinance Amending Title 7, Chapter 8, Section 7-8-4, Subsection G of the Bartlett Municipal Code Providing for the Regulation and Application of Small Wireless Facilities and Amending the Annual Recurring Rate Therein" adopted August 18, 2020.

30. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

31. EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

32. AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

**VILLAGE OF BARTLETT, an Illinois Municipal Corporation**

By:_____
Name:_____
Title: Village President
Date: _____

**LICENSEE:**

**CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

By:_____
Name:_____
Title:_____
Date: _____

**SAMPLE**

## EXHIBIT "A"

### LICENSE SUPPLEMENT

This License Supplement (Supplement), is made this day of_____,_____, between the VILLAGE OF BARTLETT, whose principal place of business is 228 South Main Street, Bartlett, Illinois, 60103 (LICENSOR), and_Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with a principal address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Bartlett and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, dated_____, 20 , (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at_____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term**. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be $200.00 per year, payable to LICENSOR at 228 South Main Street, Bartlett, Illinois, 60103. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**LICENSOR**

**Village of Bartlett, an Illinois Municipal Corporation**

By:_____
Name:_____
Title: Village Administrator
Date: _____

**LICENSEE**

**CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

By:_____
Name:_____
Title:_____
Date: _____

EXHIBIT 1

**Premises**

(see attached site plans)