VILLAGE OF BARTLETT
BOARD AGENDA
SEPTEMBER 1, 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 18, 2020
*7. BILL LIST: September 1, 2020
8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None

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. None

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

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
1. Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, Providing for the Issuance of a not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and Pledging Certain Incremental Property Tax Revenues to the Payment Thereof.

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
*1. Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and Lexisnexis Coplogic Solutions, Inc.
*2. Resolution Approving the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and the Village of Bartlett

F. PUBLIC WORKS COMMITTEE, CHAIRMAN GABRENYA
1. None

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

VILLAGE OF BARTLETT
BOARD MINUTES
August 18, 2020

1. CALL TO ORDER

2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gabrenya, Gandsey, 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, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Jim DiPalma from Encounter Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add Item 1 under Building & Zoning, Ordinance 2020-73, 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

Trustee Hopkins stated that he would like to add Item 1 under License & Ordinance, Ordinance 2020-74, an Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-53 to the Consent Agenda.

Trustee Gabrenya stated that she would like to add Items 1 and 2 under Public Works, Ordinance 2020-75, 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 and Resolution 2020-76-R, a Resolution Approving of the Master Pole Attachment Agreement

Between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/A Verizon Wireless to the Consent Agenda.

Attorney Bryan Mraz stated that those can both be added because there is a physical quorum present. Otherwise, under the governor's new legislation, Senate Bill 2135, there is an argument that they have to be voted on individually. Since there is a physical quorum they can all be added to the Consent Agenda.

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

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

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

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

Trustee Deyne moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Carbonaro.
ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

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

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

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the June 2020 Treasurer's Report. He stated that the Municipal Sales Tax Report through April 2020 totaled $183,798 and was down $4,154 from the previous month last year or 2%. Sales tax is not listed here

yet but April was down 3% and May was down 10%. Sales tax was down a little but our on-line sale use tax made up for it. Motor Fuel Tax distribution through May 2020 totaled $96,769, compared to $83,590 last year. The MFT portion was $57,462 and $39,307 was from the Transportation Renewal Fund.

9. PRESIDENT'S REPORT

President Wallace stated that they have the special honor of swearing in a newly appointed Trustee and welcomed Stephanie Gandsey.

Attorney Mraz recited the Oath of Office and Trustee Gandsey was sworn in. As the deceased Trustee Camerer was serving in an elective municipal office with a four-year term that expired in May of 2021, this appointment, will likewise expire in May of 2021.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Martin McManamon, 1192 Independence Drive

Mr. McManamon stated that he was the Wayne Township Highway Commissioner and he wanted to thank Dan Dinges and the Public Works department as well as the Mayor and Trustees for the support of the Intergovernmental Agreement between the road district and the village for equipment sharing. This Agreement will save the tax payers in the community a lot of money that they would have to spend on rental equipment. The Wayne Township Road District has these agreements with DuPage County and all eight other townships and villages. He thanked the Board for unanimously supporting this agreement.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2020-73, 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 and Ordinance 2020-77, an Ordinance Granting Variations to the Rear Yard and to Allow an Accessory Building in the Side Yard for 900 Poplar Lane were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2020-78-R, 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 was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2020-74, an Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-53 as well as Resolution 2020-79-R, a Resolution Supporting the U.S. Surgeon General's Call to Action to Promote Walkable Communities and Walking in the Village of Bartlett were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2020-80-R, a Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that Ordinance 2020-75, 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 and Resolution 2020-76-R, a Resolution Approving of the Master Pole Attachment Agreement Between the Village of Bartlett and Chicago SMSA Limited Partnership D/B/A Verizon Wireless were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Gabrenya offered congratulations on the closing of the More Brewing property and asked if there was a timeline.

Planning & Development Director Roberta Grill stated that they do not have a timeline yet. They are waiting for building plans to be submitted.

Village Administrator Paula Schumacher stated that their social media puts them at the end quarter of next year. When staff met with them before Covid hit, they had some kind

of partial plans ready. She was sure that they were raring to go as much as the village is raring to welcome them.

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board 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 Hopkins.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:14 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
COMMITTEE MINUTES
August 18, 2020

1. CALL TO ORDER

PRESENT: Chairmen Carbonaro, Deyne, Gabrenya, Gandsey, 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 REINKE
Cylwik Resubdivision

Planning and Development Services Director Roberta Grill stated that the property at 260 S. Western is undergoing a preliminary Plat of Resubdivision. It is comprised of just over 1 acre and the parcels would be resubdivided to create two new single-family lots that would meet the minimum lot requirements for the SR-3 zoning district. They are proposing to reformat the two lots. The existing house, detached garage and swimming pool will remain on lot #1 and a new single-family home will be constructed on lot #2. On lot #1, there is an existing swimming pool located on the side yard. They will be requesting a variation to allow it to remain in the side yard.

Chairman Reinke stated that there was a resubdivision on Railroad a few years ago and the petitioner wasn't entirely cognizant of all the legal ramifications of a resubdivision and construction of a home on a new lot. He asked if the petitioner was aware that there could be some additional costs when you build a house like tap on's and other things.

Ms. Grill stated that she believed so and that they were still reviewing their engineering plans.

Chairman Reinke stated that he just wanted to make sure they were aware.

Ms. Grill stated that staff can reiterate that for them.

President Wallace stated that Chairman Reinke made a good point.

The petitioner, Katarzyna Cylwik stated they got the house with the pool already existing and she believes it was built when the house was built in 1953. On the second lot, they don't plan to build anything, they just want to consider selling it.

The item was forwarded onto the ZBA and Plan Commission for further review.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:20 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 9/1/2020

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2020	15,299.85
**	1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2020	116.50
**	1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/SEP 2020	839.30
		INVOICES TOTAL:	**16,255.65**

1100-VILLAGE BOARD/ADMINISTRATION

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STANDING DESK WORKSTATION	215.76
	INVOICES TOTAL:	**215.76**

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PEOPLE MADE VISIBLE INC	WALKING CHALLENGE APP FEE	100.00
	INVOICES TOTAL:	**100.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATE	23.20
1 MULTISYSTEM MANAGEMENT COMPANY INC	ADDITIONAL CLEANING - JULY 2020	2,200.00
	INVOICES TOTAL:	**2,223.20**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	147.50
	INVOICES TOTAL:	**147.50**

523401-ARCHITECTURAL/ENGINEERING SVC

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DEIGAN & ASSOCIATES LLC	LAKE STREET PLAN REDEVELOPMENT	1,983.25
	1 HAMPTON LENZINI AND RENWICK INC	EASTPOINTE REVIEW	852.50
		INVOICES TOTAL:	**2,835.75**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUGUST ALUMINUM	ROOF REPLACEMENT SERVICES	8,760.00
1 METRA	SPAULDING ROAD QUIET ZONE	11,522.36
	INVOICES TOTAL:	**20,282.36**

** Indicates pre-issue check.

1400-FINANCE

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	87.84
		INVOICES TOTAL:	**87.84**

523500-AUDIT SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	LAUTERBACH & AMEN LLP	AUDIT SERVICES	35,100.00
		INVOICES TOTAL:	**35,100.00**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WAREHOUSE DIRECT	PAPER/POST-IT NOTES	7.73
		INVOICES TOTAL:	**7.73**

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	56.36
1	CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	414.06
		INVOICES TOTAL:	**470.42**

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	MEINEKE CAR CARE CENTER	TIRE REPAIRS	40.00
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	58.95
		INVOICES TOTAL:	**98.95**

526005-PLAN REVIEW SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	795.00
		INVOICES TOTAL:	**795.00**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	WEX BANK	FUEL PURCHASES - JULY 2020	221.08
		INVOICES TOTAL:	**221.08**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	46.21
		INVOICES TOTAL:	**46.21**

** Indicates pre-issue check.

570100-MACHINERY & EQUIPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	OPENGOV INC	PERMIT TRACKING SOFTWARE	55,000.00
		INVOICES TOTAL:	**55,000.00**

1700-POLICE

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	BLACK BOX NETWORK SERVICES	TELSTRAT MAINTENANCE AGREEMENT	1,200.00
1	COMCAST	CABLE SERVICE	136.12
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	126.20
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	60.14
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	188.69
1	VERIZON WIRELESS	WIRELESS SERVICES	456.12
		INVOICES TOTAL:	**2,167.27**

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	659.96
1	ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	182.01
1	KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	418.74
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	475.35
1	MEINEKE CAR CARE CENTER	TIRE REPAIRS	25.00
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	1,060.64
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	124.95
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	53.62
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1	MEINEKE CAR CARE CENTER	WIPER BLADES	40.00
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	64.19
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	1,293.45
1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	23.01
1	RIVER RAND AUTO INC	SPEED TRAILER REWIRING	40.00
1	ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	181.56
		INVOICES TOTAL:	**4,682.38**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	CARPET CLEANER	33.24
1	HEARTLAND ANIMAL HOSPITAL PC	LUTHER VACCINATION	176.85
** 1	SAM'S CLUB	MATERIALS & SUPPLIES	223.90
1	WAREHOUSE DIRECT	INK CARTRIDGE	122.78
1	WAREHOUSE DIRECT	INK CARTRIDGES/PENS/SUPPLIES	156.33
1	WAREHOUSE DIRECT	INK CARTRIDGE	139.73
		INVOICES TOTAL:	**852.83**

** Indicates pre-issue check.

530125-SHOOTING RANGE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	TRAINING AMMUNITION	35.00
1	AXON ENTERPRISE INC	RANGE SUPPLIES	517.50
		INVOICES TOTAL:	**552.50**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	WEX BANK	FUEL PURCHASES - JULY 2020	7,690.45
		INVOICES TOTAL:	**7,690.45**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	WAREHOUSE DIRECT	INK CARTRIDGES/PENS/SUPPLIES	32.39
1	WAREHOUSE DIRECT	PENS/FOLDERS	32.42
		INVOICES TOTAL:	**64.81**

532300-POSTAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	THE UPS STORE	SHIPPING CHARGE/BADGE REPAIR	10.32
		INVOICES TOTAL:	**10.32**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	PUBLIC GRANTS & TRAINING INITIATIVES	SEMINAR FEES	472.50
		INVOICES TOTAL:	**472.50**

542810-SAFETY PROGRAM EXPENSES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	GRAINGER	AVON GAS MASKS & FILTERS	783.12
1	GRAINGER	AVON GAS MASKS & FILTERS	1,957.80
		INVOICES TOTAL:	**2,740.92**

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	COOK COUNTY CLERK	NOTARY FEE/M ROY-CHOWDHURY	10.00
1	MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES	3,000.00
1	NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/RICH BOSH	40.00
1	NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/PATRICK CAREY	40.00
		INVOICES TOTAL:	**3,090.00**

543900-COMMUNITY RELATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NATIONAL ASSOC OF TOWN WATCH	GOLF SHIRT	38.70
		INVOICES TOTAL:	**38.70**

** Indicates pre-issue check.

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE RECRUITMENT/TESTING	4,160.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	IN-HOME TESTING ADMIN FEE	2,325.00
	INVOICES TOTAL:	**6,485.00**

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTIN LEASING INC	EQUIPMENT RENTAL	1,075.00
1 TAYLOR RENTAL	STUMP GRINDER RENTAL	198.00
	INVOICES TOTAL:	**1,273.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	62.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.27
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,786.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	579.59
1 NICOR GAS	GAS BILL	120.08
	INVOICES TOTAL:	**2,650.03**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORCE AMERICA DISTRIBUTING LLC	VEHICLE MAINTENANCE SUPPLIES	3,691.07
1 FORCE AMERICA DISTRIBUTING LLC	VEHICLE MAINTENANCE	600.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,394.84
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	2,218.66
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	952.60
	INVOICES TOTAL:	**8,857.17**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	308.00
1 TRAFFTECH INC	SQUARE MAINTENANCE PROGRAM	1,350.00
	INVOICES TOTAL:	**1,658.00**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	1,594.20
	INVOICES TOTAL:	**1,594.20**

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1	DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	318.64
1	FENCE CONNECTION INC	FENCE REPLACEMENT	3,000.00
		INVOICES TOTAL:	**3,318.64**

527130-SIDEWALK & CURB REPLACEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	EVANS & SON BLACKTOP INC	CENTENNIAL BIKE PATH RESURFACING	19,949.00
1	BRIAN TEGTMEYER	PUBLIC SIDEWALK REPLACEMENT	662.40
		INVOICES TOTAL:	**20,611.40**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AIRGAS USA LLC	MATERIALS & SUPPLIES	57.37
1	AIRGAS USA LLC	CYLINDER RENTAL	190.88
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	184.65
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	39.86
		INVOICES TOTAL:	**472.76**

532010-FUEL PURCHASES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AL WARREN OIL COMPANY INC	DIESEL FUEL	2,902.74
** 1	WEX BANK	FUEL PURCHASES - JULY 2020	4,126.06
		INVOICES TOTAL:	**7,028.80**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CASE LOTS INC	OFFICE/CLEANING SUPPLIES	290.70
1	WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	232.03
1	WAREHOUSE DIRECT	ROLL TOWELS	42.55
		INVOICES TOTAL:	**565.28**

534300-EQUIPMENT MAINTENANCE MATLS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AUTOZONE INC	MAINTENANCE SUPPLIES	546.30
1	MCCANN INDUSTRIES INC	MAINTENANCE SUPPLIES	137.57
1	MCCANN INDUSTRIES INC	MAINTENANCE SUPPLIES	428.59
1	NAPA AUTO PARTS	MAINTENANCE SUPPLIES	157.90
1	WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	621.09
		INVOICES TOTAL:	**1,891.45**

534400-STREET MAINTENANCE MATERIALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	228.52
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	899.00
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	812.00
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	756.00
1	ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,044.00

** Indicates pre-issue check.

1 ELMHURST CHICAGO STONE COMPANY	PSI AIR		1,102.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		230.18
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS		140.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS		61.20
		INVOICES TOTAL:	**5,272.90**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE		710.00
		INVOICES TOTAL:	**710.00**

534600-BUILDING MAINTENANCE MATERIALS

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

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 ILLINOIS SECTION AWWA	SEMINAR FEES		120.00
1 NATIONAL SAFETY COUNCIL	INSTRUCTOR CERTIFICATION RENEWAL		25.00
		INVOICES TOTAL:	**145.00**

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS		490.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR		1,044.00
1 GRAINGER	DIAMOND SAW BLADE		468.92
1 WELCH BROS INC	GRAVEL PURCHASE		784.00
1 WELCH BROS INC	GRAVEL PURCHASE		355.25
1 WELCH BROS INC	PVC PIPING/SUPPLIES		2,037.86
1 WELCH BROS INC	MAINTENANCE SUPPLIES		162.00
		INVOICES TOTAL:	**5,342.03**

2200-MFT EXPENDITURES

583082-STEARNS RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STEARNS CULVERT PROJECT		400.00
		INVOICES TOTAL:	**400.00**

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS DISBURSEMENT	3,433.32

** Indicates pre-issue check.

	INVOICES TOTAL:	**3,433.32**

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	4,746.75
	INVOICES TOTAL:	**4,746.75**

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	28,800.00
	INVOICES TOTAL:	**28,800.00**

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	BC TIF PUBLIC NOTICE	312.80
	INVOICES TOTAL:	**312.80**

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	960.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	150.00
	INVOICES TOTAL:	**1,110.00**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	362.33
	INVOICES TOTAL:	**362.33**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	DOOR HANGERS	471.64
1 SEBIS DIRECT INC	AUGUST 2020 BILLING	734.48
	INVOICES TOTAL:	**1,206.12**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	318.64
1 DEIGAN & ASSOCIATES LLC	KOEHLER FIELDS LEGIONELLA SAMPLING	3,148.32
	INVOICES TOTAL:	**3,466.96**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 COMMONWEALTH EDISON CO	ELECTRIC BILL		51.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		64.27
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		318.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		2,230.44
1 NICOR GAS	GAS BILL		38.55
		INVOICES TOTAL:	**2,702.37**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	FLAT TIRE REPAIRS		35.40
		INVOICES TOTAL:	**35.40**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS		308.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR		870.00
		INVOICES TOTAL:	**1,178.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BATHROOM FAUCETS		581.70
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		21.35
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES		107.94
		INVOICES TOTAL:	**710.99**

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
2 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES		44.50
		INVOICES TOTAL:	**44.50**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
**	1 WEX BANK	FUEL PURCHASES - JULY 2020		906.40
			INVOICES TOTAL:	**906.40**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CASE LOTS INC	OFFICE/CLEANING SUPPLIES		290.70
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES		232.04
		INVOICES TOTAL:	**522.74**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	411.33
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	446.93
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	16.60
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	686.50

** Indicates pre-issue check.

1 CORE & MAIN LP	MAINTENANCE SUPPLIES		607.19
1 CORE & MAIN LP	MAINTENANCE SUPPLIES		137.11
1 CORE & MAIN LP	MAINTENANCE SUPPLIES		411.33
1 CORE & MAIN LP	MAINTENANCE SUPPLIES		268.00
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES		334.55
1 USA BLUE BOOK	MAINTENANCE SUPPLIES		78.95
1 USA BLUE BOOK	MAINTENANCE SUPPLIES		217.10
		INVOICES TOTAL:	**3,615.59**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	46.15
	INVOICES TOTAL:	**88.57**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER SUPPLIES	95.00
	INVOICES TOTAL:	**95.00**

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/STEARNS PUMP STATION	690.41
	INVOICES TOTAL:	**690.41**

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAIN FOR RENT	EQUIPMENT RENTAL	5,323.17
	INVOICES TOTAL:	**5,323.17**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2020 BILLING	734.47
	INVOICES TOTAL:	**734.47**

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	BREWSTER CREEK ODORS	517.50
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	318.64
	INVOICES TOTAL:	**836.14**

** Indicates pre-issue check.

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		46.68
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		85.22
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		44.64
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		79.72
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		79.69
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		62.73
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		80.50
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		87.82
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		102.86
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		236.75
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		129.00
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		469.54
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		242.83
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		82.46
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		77.35
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL		256.61
			INVOICES TOTAL:	**2,164.40**

524210-SLUDGE REMOVAL

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL		4,693.50
			INVOICES TOTAL:	**4,693.50**

527120-SVCS TO MAINT MAINS/STORM LINE

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	BLUFF CITY MATERIALS INC	HAULED MATERIALS		154.00
			INVOICES TOTAL:	**154.00**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	AIRGAS USA LLC	CYLINDER RENTAL		190.89
1	HACH COMPANY	MATERIALS & SUPPLIES		869.00
1	HINCKLEY SPRING WATER CO	DISTILLED WATER		52.54
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES		289.46
1	NORTH CENTRAL LABORATORIES	LAB SUPPLIES		1,020.35
			INVOICES TOTAL:	**2,422.24**

530120-CHEMICAL SUPPLIES

	VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	HAWKINS INC	CHEMICAL SUPPLIES		1,935.08
1	HAWKINS INC	CHEMICAL SUPPLIES		2,652.43
			INVOICES TOTAL:	**4,587.51**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 WEX BANK	FUEL PURCHASES - JULY 2020	955.14

** Indicates pre-issue check.

	INVOICES TOTAL:	**955.14**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	86.21
	INVOICES TOTAL:	**86.21**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	PUMP TUBES	390.76
1 HAWKINS INC	BALL VALVES	99.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	286.14
1 STANDARD EQUIPMENT COMPANY	DEBRIS HOSE	876.71
1 STENSTROM PETROLEUM SERVICES INC	EQUIPMENT MAINTENANCE	1,450.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	68.96
	INVOICES TOTAL:	**3,172.07**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR LOCK REPAIRS	795.00
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
	INVOICES TOTAL:	**837.42**

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE JENSEN SALES CO INC	RENTAL EQUIPMENT DELIVERY CHARGE	93.75
1 LEE JENSEN SALES CO INC	TRENCH SHIELDS/TELESCOPING MAT'LS	705.00
1 MARTIN LEASING INC	EXCAVATOR RENTAL	1,305.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN RENTAL	95.00
	INVOICES TOTAL:	**2,198.75**

520-PARKING FUND REVENUES

450200-PARKING METER REVENUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLAZEJ TUSZYNSKI	PARKING PERMIT REFUND	45.00
	INVOICES TOTAL:	**45.00**

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PASSPORT LABS INC	PASSPORT FEES FOR JULY	77.88

** Indicates pre-issue check.

1	UNIFIRST CORPORATION	MATS	23.54
		INVOICES TOTAL:	**101.42**

523800-RENT TO RAILROAD

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	METRA	QTRLY LEASE PYMT/MAY-JULY 2020	121.37
		INVOICES TOTAL:	**121.37**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	COMCAST	INTERNET SERVICE	128.40
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	696.86
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	44.83
		INVOICES TOTAL:	**870.09**

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

		VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1	ANNA IVARSON	DEPOSIT REFUND	2,000.00
**	1	AGNIESZKA KUBAS	DEPOSIT REFUND	500.00
**	1	VALORIE PROCE	DEPOSIT REFUND	100.00
**	1	KATHY SWARTZ	DEPOSIT REFUND	2,000.00
			INVOICES TOTAL:	**4,600.00**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	326.29
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JULY 2020	275.62
		INVOICES TOTAL:	**601.91**

524100-BUILDING MAINTENANCE SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CINTAS FIRE PROTECTION	ALARM SYSTEM MAINTENANCE	377.53
1	CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	1,882.40
1	JENSEN'S PLUMBING & HEATING INC	THERMOSTAT REPAIRS	313.50
		INVOICES TOTAL:	**2,573.43**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	31.30
		INVOICES TOTAL:	**31.30**

** Indicates pre-issue check.

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF PENCILS	559.04
1 GOLF CORE	SCORECARDS	294.55
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	29.95
	INVOICES TOTAL:	**883.54**

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	3,267.84
1 ACUSHNET COMPANY	GOLF BALLS	116.78
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	43.20
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	690.00
1 WILSON SPORTING GOODS	GOLF BALLS	605.21
	INVOICES TOTAL:	**4,723.03**

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUBS	148.22
	INVOICES TOTAL:	**148.22**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	WALL SWITCH	38.50
	INVOICES TOTAL:	**38.50**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL GOLF FOUNDATION	MEMBERSHIP RENEWAL	250.00
	INVOICES TOTAL:	**250.00**

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
	INVOICES TOTAL:	**125.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10.45
	INVOICES TOTAL:	**10.45**

** Indicates pre-issue check.

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	TRACTOR REPAIRS	360.88
	INVOICES TOTAL:	**360.88**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUCK BROS INC	TEMPERATURE SWITCH	51.47
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	64.20
1 CAROL STREAM LAWN & POWER	CYLINDER ASSEMBLY	132.02
1 J W TURF INC	MAINTENANCE SUPPLIES	133.79
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	26.01
1 REINDERS INC	MAINTENANCE SUPPLIES	189.93
	INVOICES TOTAL:	**597.42**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	43.63
	INVOICES TOTAL:	**43.63**

5520-GOLF DRIVING RANGE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HORNUNG'S GOLF PRODUCTS INC	PLASTIC RANGE PAILS	285.23
1 P & W GOLF SUPPLY LLC	RANGE SUPPLIES	149.56
	INVOICES TOTAL:	**434.79**

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
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JULY 2020	36.19
	INVOICES TOTAL:	**155.19**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.22
	INVOICES TOTAL:	**5.22**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	10.79

** Indicates pre-issue check.

1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	242.97
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.99
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	18.05
1	SYSCO FOOD SERVICES - CHICAGO	PEST CONTROL SUPPLIES	175.68
1	SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	124.53
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	122.17
1	SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	42.97
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	271.88
		INVOICES TOTAL:	**1,045.03**

534320-PURCHASES - FOOD & BEVERAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	741.30
1	ELGIN BEVERAGE CO	BEER PURCHASE	172.11
1	EUCLID BEVERAGE LLC	BEER PURCHASE	188.93
1	EUCLID BEVERAGE LLC	BEER PURCHASE	285.17
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	246.95
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.11
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	172.39
1	HIGHLAND BAKING COMPANY	FOOD PURCHASE	51.42
1	HIGHLAND BAKING COMPANY	FOOD PURCHASE	57.39
1	HIGHLAND BAKING COMPANY	FOOD PURCHASE	20.00
1	LAKESHORE BEVERAGE	BEER PURCHASE	41.50
1	LAKESHORE BEVERAGE	BEER PURCHASE	60.23
1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	83.25
** 1	SAM'S CLUB	MATERIALS & SUPPLIES	31.98
1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	171.19
1	SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	286.33
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	446.35
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	291.60
		INVOICES TOTAL:	**3,548.20**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALSCO	CREDIT ON ACCOUNT	-12.77
1	ALSCO	LINEN SERVICES	180.60
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JULY 2020	36.19
		INVOICES TOTAL:	**204.02**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.22
		INVOICES TOTAL:	**5.22**

** Indicates pre-issue check.

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	284.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	18.05
1 SYSCO FOOD SERVICES - CHICAGO	PEST CONTROL SUPPLIES	175.69
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	244.54
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	122.18
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	42.97
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	59.90
	INVOICES TOTAL:	**948.25**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FILE FOLDERS/PAPER	33.56
	INVOICES TOTAL:	**33.56**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	126.20
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	538.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	20.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	188.93
1 EUCLID BEVERAGE LLC	BEER PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	336.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	194.52
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	152.76
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	78.93
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	59.16
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	106.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	30.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	30.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,101.37
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	158.16
	INVOICES TOTAL:	**3,320.74**

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.62
	INVOICES TOTAL:	**35.62**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	480.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	203.66
1 ELGIN BEVERAGE CO	BEER PURCHASE	65.40

** Indicates pre-issue check.

	1	EUCLID BEVERAGE LLC	BEER PURCHASE	1,109.70
	1	EUCLID BEVERAGE LLC	BEER PURCHASE	704.25
	1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
	1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	65.00
	1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	32.00
	1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	10.99
	1	LAKESHORE BEVERAGE	BEER PURCHASE	108.62
	1	LAKESHORE BEVERAGE	BEER PURCHASE	129.45
	1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	302.40
	1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	151.20
**	1	SAM'S CLUB	MATERIALS & SUPPLIES	97.42
	1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	144.19
	1	SCHAMBERGER BROTHERS INC	BEER PURCHASE	157.07
	1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	468.44
	1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	381.21
			INVOICES TOTAL:	**4,651.00**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	272.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE SPRINKLER INSPECTION	941.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	222.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	2,658.00
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	385.00
	INVOICES TOTAL:	**4,734.55**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	AUGUST/SEPTEMBER BARTLETTER	2,785.00
	INVOICES TOTAL:	**2,785.00**

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	284.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	56.00
	INVOICES TOTAL:	**340.00**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION	217.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	1,744.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,731.00
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	1,026.89
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JULY 2020	3,752.00

** Indicates pre-issue check.

1	PATRICK ELECTRICAL SERVICE	ELECTRICAL SERVICES	460.80
1	PATRICK ELECTRICAL SERVICE	ELECTRICAL SERVICES	293.90
1	PATRICK ELECTRICAL SERVICE	ELECTRICAL SERVICES	1,163.84
1	PATRICK ELECTRICAL SERVICE	ELECTRICAL SERVICES	987.14
1	SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	643.92
1	UNIFIRST CORPORATION	MATS	87.19
		INVOICES TOTAL:	**12,107.68**

524110-TELEPHONE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CALL ONE	TELEPHONE BILL	278.75
1	COMCAST	TELEPHONE BILL	4,132.52
		INVOICES TOTAL:	**4,411.27**

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38.65
		INVOICES TOTAL:	**38.65**

530100-MATERIALS & SUPPLIES

		VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1	GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	208.31
**	1	SAM'S CLUB	MATERIALS & SUPPLIES	91.40
	1	WAREHOUSE DIRECT	PAPER/POST-IT NOTES	422.16
	1	WAREHOUSE DIRECT	PAPER TOWELS	49.86
	1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	5.24
			INVOICES TOTAL:	**776.97**

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	OMNIKEY READERS	84.00
1	B & H PHOTO & VIDEO	REPLACEMENT SECURITY CAMERA	826.74
1	B & H PHOTO & VIDEO	SECURITY CAMERA DOME	24.40
1	TOWN & COUNTRY GARDENS	FLOWERS	174.97
		INVOICES TOTAL:	**1,110.11**

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	INSPE ASSOCIATES LTD	REVIEW & REPORT - G SELMANI	4,680.00
		INVOICES TOTAL:	**4,680.00**

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	REIMER & DOBROVOLNY PC	LEGAL SERVICES	201.10

** Indicates pre-issue check.

	INVOICES TOTAL:	**201.10**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEREK BANSLEY	IPPFA TRAINING	550.00
	INVOICES TOTAL:	**550.00**

GRAND TOTAL: **369,008.84**

GENERAL FUND	**224,168.21**
MOTOR FUEL TAX FUND	**400.00**
DEVELOPER DEPOSITS FUND	**36,980.07**
BREWSTER CREEK TIF MUN ACCT	**312.80**
WATER FUND	**16,735.38**
SEWER FUND	**28,165.02**
PARKING FUND	**1,137.88**
GOLF FUND	**29,374.15**
CENTRAL SERVICES FUND	**26,304.23**
POLICE PENSION FUND	**5,431.10**
GRAND TOTAL	**369,008.84**

** Indicates pre-issue check.

Agenda Item Executive Summary

Item Name	Issuance of a not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note	Committee or Board	Board

BUDGET IMPACT

Amount:	$3,000,000	*Budgeted*	$3,000,000
List what fund	Brewster Creek TIF District Project Fund		

EXECUTIVE SUMMARY

At the July 21 board meeting, the TIF budget was increased to enable Elmhurst Chicago Stone to complete the remaining undeveloped sites in both Cook and DuPage Counties by the close of the TIF district in December of 2023. The increase in the budget was published in the paper and the taxing districts were notified as required. The not to exceed $3,000,000 Subordinate Lien Tax Increment Revenue Note (Series 2020) is to be issued to reimburse the developer for TIF eligible improvement costs. The note would be repaid solely by incremental real estate taxes generated within the redevelopment project area. Current projections show that there are sufficient taxes being generated to repay the current outstanding debt and the additional debt by the scheduled close of the TIF district.

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

ATTACHMENTS (PLEASE LIST)

Memo dated August 24, 2020, Memo dated July 9, 2020, Ordinance

ACTION REQUESTED

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

MOTION: I move the passage of Ordinance 2020-_____, "An Ordinance of the Village of Bartlett, Cook, DuPge and Kane Counties, Illinois, providing for the issuance of a not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof."

Staff: Todd Dowden, Finance Director Date: 08/25/20

Law Offices of
BRYAN E. MRAZ & ASSOCIATES, P.C.
111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2070 • PHONE (630) 529-2541
FAX (630) 529-2019

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: August 24, 2020

RE: $3,000,000 Tax Increment Revenue Note for Bartlett Quarry Redevelopment (Elmhurst Chicago Stone TIF)

Attached for the Board's consideration and passage is an Ordinance providing for the issuance of the $3,000,000 Tax Increment Revenue Note, which I advised would be forthcoming shortly after the Board passed Ordinance 2020-62, "An Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment" on July 21, 2020. As you will recall, the amendment to the TIF budget will allow Elmhurst Chicago Stone to remove the concrete batch plant along Munger Road and get that site and other undeveloped sites in the Brewster Creek Industrial Park building pad ready before the Bartlett Quarry TIF expires in 2023.

The $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note authorized by the attached Ordinance will be paid only out of the tax increment generated from the Elmhurst Chicago Stone Bartlett Quarry TIF and is not a general obligation of the Village. ECS will pledge or assign the Revenue Note as collateral to procure financing from a private lender to front fund those improvements which are TIF eligible costs, and then will get paid back from the TIF increment.

Also attached is another copy of my July 9, 2020 Memo (but without attachments) that explained the amendment to the TIF Budget, and what the funds will be used for in more detail.

The short delay in bringing the attached Ordinance for the Revenue Note back before you was to allow the requisite time to publish in the newspaper and to provide notice to all the taxing districts as required under the TIF Act. That publication and the

notices to the various taxing districts have gone out, and the Village did not receive any objections.

Accordingly, I recommend passage of the attached Ordinance.

MOTION:

I move the passage of Ordinance 2020-_____, "An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof."

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

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

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: July 9, 2020

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

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

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

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

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

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

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

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

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

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

ORDINANCE FOR APPROVAL:

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

AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

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

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

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

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

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

Village and as authorized by the TIF Act. The terms and provisions of the Redevelopment Agreement are hereby incorporated herein by this reference.

E. On August 18, 2000, the Corporate Authorities adopted an ordinance providing for the issuance of not to exceed $18,000,000 Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the "*2000 Prior Bonds*"), of the Village.

F. On the November 16, 2004, the Corporate Authorities adopted Ordinance No. 2004-165, providing for the issuance of a $5,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project (the "*2004 Prior Note*"). On April 18, 2006, the Corporate Authorities adopted Ordinance No. 2006-40, providing for the issuance of a not to exceed $2,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the "*2006 Prior Note*"). The 2004 Prior Note and the 2006 Prior Note were previously paid in full by the Village and are no longer outstanding.

G. Pursuant to Ordinance No. 2007-70, adopted on July 17, 2007, the Village has executed that certain Amended and Restated Indenture of Trust dated as of August 1, 2007, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the "*Original Indenture*"), and has issued its $26,000,000 Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*Series 2007 Senior Lien Bonds*"). On November 30, 2007, the Corporate Authorities adopted Ordinance No. 2007-111, providing for the issuance of a $11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project) (the "*2007 Prior Note*").

H. Pursuant to Ordinance No. 2016-73, adopted on September 6, 2016, the Village has executed that certain First Supplemental Indenture of Trust dated as of September 1, 2016, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the "*First Supplemental Indenture*" and, together with the Original Indenture, the "*Indenture*"), and has issued its $9,200,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project) (the "*Series 2016 Senior Lien Bonds*"). On September 6, 2016, the Corporate Authorities adopted Ordinance No. 2016-74, providing for the issuance of a $11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project) (the "*2016 Prior Note*" and, together with the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds, the "*Prior Obligations*").

I. Pursuant to the Indenture, the Village issued the Prior Obligations to pay or to reimburse certain Redevelopment Project costs related to the Redevelopment Project Area. The Prior Obligations are the only obligations of the Village now outstanding which are secured, in whole or in part, by any moneys on deposit in the Special Tax Allocation Fund or the Limited Incremental Sales Tax Fund and held under the Indenture.

J. The original TIF budget was adopted in 1999 and called for investment of approximately $30,000,000 (the "*Total Estimated Project Costs*"), an amount that now is insufficient to pay for costs that have increased over time with inflation. Under the TIF Act, the Village may increase the budget by the cost of inflation, plus an additional 5%, from the date the Redevelopment Plan and Project was adopted, may be made without further public hearing or presentation to the joint review board provided the Village shall (1) give notice of such changes to each affected taxing district and registrant on the interested parties registry; and (2) by publication in a newspaper of general circulation within the affected taxing district within ten (10) days following the adoption by ordinance of such changes.

K. On August 16, 2016, the Corporate Authorities adopted Ordinance No. 2016-62, which amended the Total Estimated Project Costs for the Redevelopment Plan and Project from $30,000,000, set forth in the Redevelopment Plan approved in 1999 by the adoption of Ordinance No. 99-67, to total estimated Project costs of $44,000,000, as approved by Ordinance No. 2016-62 (the "*2016 First Amended Estimated Project Costs*").

L. On July 21, 2020, the Corporate Authorities adopted Ordinance No. 2020-62, which amended the 2016 First Amended Estimated Project Costs for the Redevelopment Plan and Project from $44,000,000, to total estimated Project costs of $48,000,000, as approved by Ordinance No. 2020-62 (the "*2020 Second Amended Estimated Project Costs Budget*"). The budget is increased to $48,000,000 pursuant to the TIF Act and the Village, notice to the appropriate taxing bodies.

M. Pursuant to the Redevelopment Agreement the Developer has agreed to undertake a Redevelopment Project in and for the Redevelopment Project Area, including, but not limited to, site preparation and remediation, together with financing costs, legal, professional and administrative costs, and other expenses, all as provided for and specified in the Redevelopment Agreement (the "*Project*").

N. As provided in the Redevelopment Agreement, the Corporate Authorities have heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the Village, its residents and the taxing districts affected by the Redevelopment Plan and Project that a portion of the costs of the Project, being those costs that are eligible for payment or reimbursement by the Village as approved in the Redevelopment Plan and as authorized by the TIF Act, together with all appurtenances, land or interests in land, professional, financial, engineering, legal, financial, banking, advisory and other related costs (said portion of the redevelopment project costs contemplated for the Redevelopment Project being, collectively, the "*2020 Redevelopment Project*"), now be paid or incurred.

O. Pursuant to the Redevelopment Agreement the Village has heretofore and it is hereby expressly agreed that the Village shall reimburse Developer for only those costs of the Project which constitute eligible "redevelopment project costs" under the TIF

Act and which have heretofore been approved by the Corporate Authorities in the Redevelopment Plan.

P. All of the costs of the Project constitute eligible "redevelopment project costs" under the TIF Act and have been approved in the Redevelopment Plan.

Q. There are insufficient funds of the Village on hand and lawfully available to pay the Project costs, and it is necessary and desirable that the Village issue its subordinate lien tax increment allocation revenue note (the hereinafter defined "*Note*") as authorized by the hereinafter defined Act to provide for the payment or the reimbursement of the Project costs.

NOW, THEREFORE, Be It and It Hereby is Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"*2020 Subordinate Note Subaccount*" means the subaccount of that name hereinafter created in the General Subaccount of the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

"*Accounting*" means the annual accounting required under the Indenture and under this Ordinance.

"*Act*" means, collectively, the Illinois Municipal Code, as amended, including therein the TIF Act as supplemented and amended, and particularly as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as supplemented.

"*Bond Counsel*" means Ice Miller LLP or, in the event Ice Miller LLP is unwilling or unable to render an opinion or take an action required hereunder, shall mean another firm of attorneys nationally recognized as having expertise in municipal financing.

"*Business Day*" means any day other than a Saturday, Sunday or day on which banks in the City of Chicago, Illinois, are required or authorized to close.

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

"*Corporate Authorities*" means the President and Board of Trustees of the Village.

"*Counties*" means The Counties of Cook and of DuPage, Illinois.

"*County Clerks*" means the respective County Clerks of the Counties.

"*Current Interest*" means interest when due.

"*Deferred Accrued Interest*" means accrued interest recorded by the Note Registrar as deferred and unpaid.

"*Designated Officer*" means the President, Treasurer, Administrator or Clerk of the Village, or any two of them acting together, and successors or assigns.

"*Developer*" is defined in the preambles hereto.

"*Final Maturity*" is defined in Section 3 of this Ordinance.

"*Final Report*" means the final report prepared by the Village's independent financial consultant confirming that the Pledged Moneys are reasonably estimated to be sufficient to pay all principal of and interest on the Note in the maximum principal amount of $3,000,000, plus interest at a rate percent per annum which is equal to seven percent (7.00%),whether at Stated Maturity, by mandatory redemption or otherwise.

"*Government Securities*" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

"*Incremental Property Taxes*" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks, in accord with Section 11-74.4-9 of the TIF Act.

"*Incremental Sales Taxes*" means the increase, if any, in distributions by the State from the Local Government Distributive Fund to the Village of Sales Taxes levied in the Redevelopment Project Area over and above the amount, if any, of such distributions in calendar year 2000, or successor taxes thereto.

"*Independent*" when used with respect to any specified person means such person who is in fact independent and is not connected with the Village as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Village, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

"*Indenture*" is defined in the preambles hereto.

"*Interest Payment Date*" means a Stated Maturity of interest on the Note.

"*Interest Requirement*" means for any Note Year the aggregate amount of *first,* Deferred Accrued Interest then due, and *next,* the Current Interest on the Note having a Stated Maturity during such Note Year.

"*Limited Incremental Property Taxes*" means eighty-seven and one-half percent (87.50%) of each distribution of Incremental Property Taxes.

"*Municipal Portion*" means, collectively, that portion of the Incremental Property Taxes and that portion of the Incremental Sales Taxes not pledged under the Indenture to the payment of principal of and applicable premium and interest on the Prior Bonds, *to-wit:* twelve and one-half percent (12.50%) of each distribution of Incremental Property Taxes and fifty percent (50%) of each distribution of Incremental Sales Taxes.

"*Note*" means the not to exceed $3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), authorized under this Ordinance.

"*Noteholder*" means a registered owner of the Note.

"*Note Fund*" means the 2020 Subordinate Note Subaccount created hereunder in the General Subaccount of the Special Tax Allocation Fund.

"*Note Register*" means the book for the registration and transfer of the Note.

"*Note Registrar*" means the Village Treasurer, as paying agent and note registrar hereunder, and successors and assigns.

"*Note Year*" means that twelve-calendar month period beginning on December 30 of any calendar year and ending on December 29 of the next succeeding calendar year.

"*Ordinance*" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

"*Outstanding*" or "*outstanding*" means the Note while outstanding and unpaid; *provided, however*, such term shall not include any portion of the Note which (i) has matured and for which moneys are on deposit with the Paying Agent or an institution having trust capacity, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or Government Securities, the principal of and interest on which will be sufficient to pay at Stated Maturity or as called for redemption all of the principal of and interest and any applicable premium on such Note or a portion thereof.

"*Parity Notes*" means any obligations issued by the Village in the future on a parity with and sharing ratably and equally in the Pledged Moneys with the Note.

"*Paying Agent*" means the Village Treasurer, as paying agent and note registrar hereunder, or successors and assigns.

"*Pledged Moneys*" means the Limited Incremental Property Taxes, but only on a subordinated lien as provided in the Indenture.

"*Principal Requirement*" means for any Note Year the aggregate principal amount of the Note having a Stated Maturity during such Note Year.

"*Prior Bonds*" means the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds and any bonds issued on a parity therewith as to the pledge of the Incremental Property Taxes.

"*Program Expense Requirement*" means an amount, not to exceed five percent (5.00%) of the Limited Incremental Property Taxes, to be retained by the Village Treasurer incidental to each Accounting and to be used by the Village to pay Program Expenses, if any, for the succeeding Note Year.

"*Program Expenses*" means any administrative expenses related to or incurred in connection with a Series of Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar or paying agent for any Series of Bonds, (ii) fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code and (iii) expenses of the Village relating specifically to the administration of, or provision of governmental services to, the Redevelopment Project Area and the Redevelopment Project.

"*Program Expenses Fund*" means the Program Expenses Subaccount heretofore created and expressly continued in the Indenture.

"*Project*" means the Redevelopment Project.

"*Project Costs*" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred which are incidental to the Redevelopment Plan and the Redevelopment Project, and which are payable under the TIF Act from Incremental Property Taxes.

"*Public Redevelopment Projects Account*" means the account of that name heretofore created and expressly continued in the Indenture.

"*Qualified Investments*" means any investment permitted for the Village under Illinois law.

"*Record Date*" means the fifteenth day of the month preceding any regularly scheduled Interest Payment Date and the fifteenth day prior to any Interest Payment Date caused by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

"*Redevelopment Agreement*" means that certain Redevelopment and Financing Agreement dated as of November 4, 1999, by and between the Village and Elmhurst-Chicago Stone Company.

"*Redevelopment Plan*" means the redevelopment plan approved for the Redevelopment Project Area by the Corporate Authorities in Ordinance No. 99-67, adopted by the Corporate Authorities on July 6, 1999, as supplemented and amended by Ordinance No. 2016-62, adopted by the Corporate Authorities on August 16, 2016, Ordinance No. 2020-62, adopted by the Corporate Authorities on July 21, 2020.

"*Redevelopment Project*" means the redevelopment Project approved for the Redevelopment Project Area by Ordinance Number 99-67, adopted by the Corporate Authorities on July 6, 1999, as supplemented and amended by Ordinance No. 2016-62, adopted by the Corporate Authorities on August 16, 2016, Ordinance No. 2020-62, adopted by the Corporate Authorities on July 21, 2020.

"*Redevelopment Project Area*" means the Bartlett Quarry Redevelopment Project Area, which was designated by Ordinance Number 99-68, adopted by the Corporate Authorities on July 6, 1999.

"*Record Date*" means, for any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month in which such Interest Payment Date occurs, or for any redemption on other than an Interest Payment Date, the 15th day (whether or not a Business Day) next preceding the date of redemption.

"*Sales Taxes*" means generally applicable sales taxes collected by the State and levied pursuant to the Use Tax Act, as amended, the Service use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers' Occupation Tax Act, as amended, or successor taxes or charges imposed by the State in lieu thereof or in addition thereto.

"*Senior Lien Bond and Interest Subaccount*" means the subaccount of that name heretofore created and expressly continued in the Indenture and any fund so referred to in a Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds.

"*Senior Lien Bonds*" mean any Series of Bonds defined as "*Senior Lien Bonds*" in any Bond Ordinance and specifically includes the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds.

"*Senior Lien Debt Service Reserve Subaccount*" means the subaccount of that name heretofore created and expressly continued in the Indenture.

"*Senior Lien Debt Service Reserve Requirement*" means an amount equal to the aggregate of each Debt Service Reserve Requirement as defined in any Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds and as referred to in the Indenture.

"*Series 2007 Senior Lien Bonds*" means the Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project), of the Village.

"*Series 2016 Senior Lien Bonds*" means the Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village.

"*Special Tax Allocation Fund*" means the fund of that name created by Ordinance Number 99-69, adopted by the Corporate Authorities on July 6, 1999, and expressly continued by and referred to in the Indenture.

"*Stated Maturity*" when used with respect to the Note or any interest thereon means the date specified in the Note as the fixed date on which the principal of the Note or such interest is due and payable, whether by maturity, mandatory redemption, or otherwise.

"*Tax Year*" means the year for which an ad valorem tax levy is made by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area. The 2019 Tax Year shall be that year during which ad valorem taxes levied for the year 2019 (collectible in the year 2020) are extended and collected, and so on.

"*TIF Act*" means the Tax Increment Allocation Redevelopment Act, as amended.

"*Total Initial Equalized Assessed Value*" means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area determined by the County Clerks, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

"*Village*" means the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and its successors and assigns.

"*Village Account*" means the account of that name hereinafter created in the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

Section 2. Findings. The Corporate Authorities hereby find that the Redevelopment Plan and Project have been approved, the Redevelopment Project Area has been designated, tax increment allocation financing has been adopted, the Special Tax Allocation Fund has been established, the form of Redevelopment Agreement has been approved, the Redevelopment Agreement has been executed by the Village, the Indenture has been executed by the Village, and the Note has been authorized, all in accordance with the provisions of the TIF Act, and that it is necessary and in the best interests of the Village that the Village cause the construction,

acquisition and installation of the Project and issue and deliver the Note to enable the Village to pay or reimburse the Project Costs.

Section 3. Note Details. There shall be borrowed for and on behalf of the Village the sum of not to exceed $3,000,000 for the purposes aforesaid; a drawdown note of the Village (the "*Note*") shall be issued in said amount and shall be designated "Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project)." The Note shall be deemed issued and be dated the first date on which the Outstanding Principal Amount equals not less than the sum of $50,000 (the "*Dated Date*"). The "Outstanding Principal Amount" is that amount, not to exceed $3,000,000, as provided above, shown as advanced in even multiples of $100 from time to time and received by the Village for value, as is noted on the Note in the form of Advances for Value thereon, less payments of principal thereon. The Note shall also bear the date of authentication, shall be in fully registered form, shall bear interest at a rate percent per annum which is equal to seven percent (7.00%) (computed on the basis of a 360-day year of twelve 30-day months), which interest shall be payable in annual installments on January 1 of each year (such dates being "*Interest Payment Dates*") until paid, commencing on the first January 1 which occurs following the Dated Date and on which there are any funds available in and on deposit in the 2020 Subordinate Note Subaccount, and be a term note subject to mandatory redemption prior to maturity as hereinafter provided, with a final installment of principal and interest coming due at Final Maturity. "Final Maturity" means (A) the date on which the Village has made provision for or payment in full of all principal of and interest on the Note or (B) as to any payment on the Note from Limited Incremental Property Taxes, the earlier to occur of (i) the date which is twenty (20) years after the Dated Date or (ii) December 31, 2023.

The Note shall bear interest from the later of its Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal

amount of the Note is paid or duly provided for. Interest when due ("*Current Interest*") shall be paid as hereinafter provided from the 2020 Subordinate Note Subaccount of the Special Tax Allocation Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Deferred Accrued Interest ("*Deferred Accrued Interest*"). Deferred Accrued Interest shall itself bear interest at the Authorized Rate until paid or duly provided for. The order of payment of interest on the Note until Stated Maturity shall be first, Deferred Accrued Interest (including interest, if any thereon, as hereinabove provided), second, Current Interest, and third, mandatory redemption of principal as hereinafter set forth. By acceptance of the Note, each Noteholder accepts that there may be Deferred Accrued Interest on the Note, that is, that Current Interest may not have been paid, without any special notation having been made upon the Note itself. Deferred Accrued Interest (including interest thereon) shall be payable, prior to Final Maturity, only upon Interest Payment Dates to the Noteholder otherwise entitled to Current Interest on the Interest Payment Date that such Deferred Accrued Interest (including interest thereon) is paid.

Failure to pay when due any installment of Current Interest or any amount of Deferred Accrued Interest (including interest thereon) or Outstanding Principal Amount due to insufficiency of the Pledged Moneys, whether at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default on the Note. It is hereby expressly provided that in the event that there is an insufficiency of Pledged Moneys to pay any amount of Deferred Accrued Interest (including interest thereon), Current Interest or Outstanding Principal Amount at Final Maturity, any such amount of Deferred Accrued Interest (including interest thereon), Current Interest or Outstanding Principal Amount shall be extinguished and shall not be deemed

to be owing and unpaid, it being the express intent of the Village that the Note and all obligations arising thereunder shall be fully released upon Final Maturity.

Interest on the Note shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, to the persons in whose name the Note is registered at the close of business on the Record Date. Interest on the Note may also be payable by wire transfer to any registered owner of the Note (as of the applicable Record Date) holding an aggregate principal amount of $500,000 or more when such owner shall have registered such wire transfer payment by written instructions satisfactory to the Note Registrar at least 15 days prior to the applicable Record Date. The principal of the Note shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Note Registrar, or at successor Note Registrar and locality. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue during the intervening period.

The Note shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery thereof, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

In the event that the Note shall be signed by the duly authorized facsimile signatures of the President and Village Clerk, the Note shall also have thereon a manually signed certificate of authentication substantially in the form hereinafter set forth in EXHIBIT A, duly executed by an authorized signatory of the Note Registrar as authenticating agent of the Village (but it shall not

be necessary that the same signatory sign the certificate of authentication of each Note that may be outstanding hereunder at any one time) and showing the date of authentication, and the Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature. Such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. Upon authentication, the Note Registrar is hereby expressly authorized to deliver any Note issued under this Ordinance to or upon the order of the holder of such Note.

Section 4. Mandatory Redemption; Prepayment.

(a) *Mandatory Redemption.* The Note shall be issued as a term note and shall be subject to mandatory redemption, by operation of the 2020 Subordinate Note Subaccount, at a price of par plus accrued interest without premium, on any Interest Payment Date and upon the terms as follows: Whenever as of any Accounting there is on deposit in the 2020 Subordinate Note Subaccount an amount in excess of the amount required to pay the Interest Requirement (all Deferred Accrued Interest and all Current Interest) on the Note for the Note Year commencing the subsequent January 1, the Note Registrar shall make provision for the mandatory redemption of the Note to the fullest extent practicable from such excess, in amounts not less than $100 of Outstanding Principal Amount. The Note shall be mandatorily redeemed in the amount of not less than $100 as aforesaid.

The Village covenants that it will cause the Note Registrar to redeem the Note pursuant to the mandatory redemption required for the Note. Proper provision for mandatory redemption having been made, the Village covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

(b) *Optional Redemption.* The Note shall also be subject to redemption at the option of the Village, in whole or in part, on any date, from any lawfully available monies, at a redemption price of par plus accrued interest to the redemption date.

(c) *Procedures for Redemption.* For a mandatory redemption, the Note Registrar, unless otherwise notified by the Village, shall proceed on behalf of the Village as its agent to provide for the mandatory redemption of the Note without any further order or direction hereunder or otherwise. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time shall be satisfactory to the Noteholder), notify the Note Registrar of such redemption date and of the principal amount of the Note to be optionally redeemed.

The Note Registrar shall promptly notify the Village in writing of any scheduled redemption and, in the case of any partial redemption, the principal amount thereof to be redeemed. Unless waived by the Noteholder, notice of any mandatory or optional redemption shall be given by the Note Registrar by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Noteholder at the address shown on the Note Register.

All official notices of redemption shall include at least the information as follows:

(1) the redemption date;

(2) the redemption price;

(3) if less than all of the Note is to be redeemed, the principal amount of the Note to be redeemed;

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

(5) the place where the Note is to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Note Registrar.

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

Subject to the conditions of the immediately preceding paragraph, the Note or portion of the Note so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Note or portion of the Note shall cease to bear interest.

Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to any other registered owners. Notice having been properly given, failure of a registered Noteholder to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of the Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Note Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of the Note for redemption in accordance with said notice, the Note shall be paid by the Note Registrar at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Note, there shall be prepared for the Noteholder a new Note of the same maturity in the amount of the unpaid principal.

If the Note has been called for redemption and shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date.

Section 5. Registration of Note; Persons Treated as Owners. The Village shall cause the Note Register to be kept at the principal office maintained for the purpose by the Note Registrar, which is hereby constituted and appointed the note registrar of the Village. The Village is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the Village for use in the transfer and exchange of the Note.

Upon surrender for transfer of the Note, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by, the Noteholder or his attorney duly authorized in writing, the Village shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity for a like aggregate principal amount. The execution by the Village of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The person in whose name the Note shall be registered on the Note Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on such Note shall be made only to or upon the order of the Noteholder thereof or

his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No registered owner shall be charged a service charge for any transfer or exchange of the Note, but the Village may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note exchanged in the case of the issuance of a new Note for the outstanding portion of the Note surrendered for redemption.

Section 6. Form of Note. The Note shall be in substantially the form attached hereto as EXHIBIT A.

Section 7. Security for the Note; Operation of Special Tax Allocation Fund.

A. *Pledged Moneys Pledged.* The Village hereby pledges the Pledged Moneys for the purpose of providing funds required to pay the interest on the Note as the same shall fall due, to pay and discharge the principal thereof at Stated Maturity promptly when due, but only in the priorities specified herein and in the Indenture and subject to the limitations contained herein and therein. The Note is a limited obligation of the Village and is payable solely and only from the Pledged Moneys as set forth in the lien priorities and as provided hereunder and in the Indenture and the amounts on deposit in and pledged to the 2020 Subordinate Note Subaccount as provided hereunder. As to the pledge of the Pledged Moneys, the Note is in all respects junior to any Bonds heretofore or hereafter issued under the Indenture as Senior Lien Bonds or Junior Lien Bonds, including, specifically, the Prior Bonds, and any additional bonds on a parity therewith, and, as to the pledge of the Pledged Moneys, is secured ratably and equally with all Subordinate Lien Obligations under the Indenture.

As provided in the Act, the Note does not constitute an indebtedness of the Village or a loan of credit thereof within the meaning of any statutory or constitutional provision.

B. *Special Tax Allocation Fund.* Article Four of the Original Indenture and Article Two of the First Supplemental Indenture are hereby incorporated herein in full by this reference. The 2020 Subordinate Note Subaccount (the "*Note Fund*") is hereby created within the General Subaccount of the Special Tax Allocation Fund created or continued under the Indenture. The Note Fund shall be held by the Village Treasurer as provided in the Indenture as a separate and segregated trust fund for the sole benefit of the holders and registered owners of the Note. The Note Fund shall be the fund used for the payment of the Note, whether at Stated Maturity or by sinking fund redemption, premium, if any, and interest thereon.

Funds on deposit in the Note Fund shall be invested by the Village Treasurer, or, at the direction of the Village Treasurer in Qualified Investments. All investment earnings in the Note Fund shall be credited to the Note Fund.

C. *Source of Payments of the Note.* The Note Registrar will make payments of principal of, premium, if any, and interest on the Note from moneys deposited in the General Subaccount of the Public Redevelopment Projects Account of the Special Tax Allocation Fund. The Village Treasurer will deposit in the General Subaccount all moneys as provided in the Indenture for the purpose of paying principal of, premium, if any, and interest (being Current Interest and Additional Interest) on the Note, as provided herein.

Section 8. General Covenants. The Village covenants and agrees with the holders of the Note that, so long as the Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid from the Note Fund the principal of and interest on the Note in strict conformity with the terms of the Note, the Redevelopment Agreement and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, from the Special Tax Allocation Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Note. Nothing herein contained shall require the Village to

make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project Area, the Redevelopment Plan, the Project, and the Pledged Moneys. Such books of record and accounts shall at all times during business hours be subject to the inspection of the respective holders of not less than ten per cent (10%) of the principal amount of the respective Note then outstanding, or their representatives authorized in writing.

The Village will prepare or cause the preparation of complete financial statements with respect to the preceding fiscal year showing the Pledged Moneys received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the Project, including the balances in all funds and accounts relating to the Note and the Project as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an Independent certified public accountant. The Village will furnish a copy of such statements to any registered owner of ten percent (10%) or more in aggregate principal amount of the Note then outstanding, upon written request of such owner.

(d) The Village will preserve and protect the security of the Note and the rights of the Noteholders.

(e) The Village will continue to implement the Redevelopment Project and the Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan and the TIF Act and will timely convene the joint review board for the Redevelopment Project Area and timely make available and file such information and reports as shall be required by the TIF Act while the Note or any portion thereof remains outstanding.

(f) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Noteholders of the Note of the rights and benefits provided in this Ordinance.

(g) So long as any portion of the Note remains outstanding, the Village will take no action, nor will the Village omit to take any action, which act or omission will in any way adversely affect the ability of the Village to collect the Incremental Property Taxes or to allocate the Limited Incremental Property Taxes, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Moneys will be collected, allocated and deposited in the funds and accounts as herein provided.

Section 9. Delivery of the Note. As soon as may be after this Ordinance becomes effective, the Note shall be executed by the Designated Officers and be delivered to the Developer. The Designated Officers as shall be appropriate are hereby authorized to proceed, without any further official authorization or action by the Corporate Authorities, to approve or execute, or both, such documents as shall be necessary to effectuate the issuance and delivery of the Note, with such insertions, deletions, additions, modifications or changes as they shall reasonably determine to be desirable, necessary and in the best interests of the Village, their approval or execution thereof to constitute ratification by the Corporate Authorities of any such insertion, deletion, addition, modification or change with no further official action, authorization or determination of the Corporate Authorities. The agreement with the Developer to purchase the Note is hereby ratified, approved and confirmed, it being hereby expressly found that no person holding any office of the Village either by election or appointment is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said agreement with the Developer for the purchase of the Note.

Any Designated Officer and such other officers of the Village as may be necessary are hereby further authorized to execute such documents, including, specifically, such closing documents and certifications as shall be required by Bond Counsel to render their opinion relating to the validity of the Note and the treatment of interest thereon for federal income taxation purposes.

Section 10. Note Proceeds. The performance by the Developer of its obligations pursuant to the Redevelopment Agreement shall be deemed to be consideration for the issuance of the Note. To that end the Designated Officers are hereby expressly directed to authorize the drawdown of the principal amount of the Note as herein authorized and as provided and pursuant

to the conditions set forth in the Redevelopment Agreement, not to exceed the aggregate principal amount of $3,000,000, upon delivery from time to time by the Developer to the Village of such evidence of performance as such Designated Officers shall reasonably require, without further official action or direction by the Corporate Authorities. All proceeds of the Note shall be deemed fully expended upon the relevant drawdown of the principal amount thereof.

Section 11. Parity Notes; Refunding. A. PARITY NOTES. No Parity Notes shall be issued unless the Village shall have obtained the prior written consent of the registered owners of all of any Parity Notes existing at that time. The Village hereby expressly reserves unto itself without restriction of any type or kind whatsoever the right to issue obligations secured by the Municipal Account.

B. REFUNDING. Subordinate Lien Obligations issued to refund, whether at or in advance of maturity, any portion or all of the Note issued under this Ordinance may be issued by the Corporate Authorities hereunder, and, upon such issuance and to the extent so designated in any Bond Ordinance authorizing such obligations, shall be a "*Note*" as defined hereunder, subject to the limitations hereof.

Section 12. [Reserved.]

Section 13. [Reserved.]

Section 14. [Reserved.]

Section 15. [Reserved.]

Section 16. [Reserved.]

Section 17. Payment and Discharge. The Note may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) *Discharge of Indebtedness*. If (i) the Village shall pay or cause to be paid to the Noteholders the principal and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Note Registrar shall have been paid, and (iii) the Village shall keep, perform and observe all and singular the

covenants and promises in such Note and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the Noteholders the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, the Note shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Village to the Noteholders shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Whenever sufficient cash and/or Government Securities shall have been deposited with an institution having fiduciary powers in an irrevocable escrow (whether upon or prior to the maturity or the redemption date of the Note) the Note shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if the Note is to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or provision shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Note.

(c) *Termination of Village's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit of sufficient cash and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of the Note, all liability of the Village in respect of the Note shall cease, determine and be completely discharged and the Noteholders shall thereafter be entitled only to payment out of the cash and the proceeds of the Government Securities deposited as aforesaid for their payment.

Section 18. [Reserved.]

Section 19. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the Noteholders, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 19. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 20. List of Noteholders. The Note Registrar shall maintain a list of the names and addresses of the Noteholders and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

Section 21. Supplemental Ordinances. With the consent of the registered owners of not less than 66% in aggregate principal amount of the Note at the time outstanding, the Village, by the Corporate Authorities may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any portion of the Note without the express consent of the Noteholders, or permit the creation of a preference or priority of any portion of the Note over any other portion of the Note, or reduce the percentage of principal amount of the Note required for the affirmative vote or written consent to an amendment or modification, or deprive the Noteholders (except as aforesaid) of the right to payment of the Note from the revenues pledged thereto without the consent of the registered owners of all of the Note (as the case may be) then outstanding.

Section 22. Rights and Duties of Note Registrar. If requested by the Note Registrar, any Designated Officer is authorized to execute the Note Registrar's standard form of agreement between the Village and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder. In addition to the terms of such agreement or agreements and subject to modification thereby, the Note Registrar by acceptance of duties hereunder agrees:

(a) to act as note registrar, paying agent, authenticating agent, and transfer agent as respectively provided herein;

(b) to maintain a list of Noteholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) to cancel and/or destroy any Note which has been paid at Stated Maturity or upon redemption or submitted for exchange or transfer;

(d) to furnish the Village at least annually a certificate with respect to portions of the Note cancelled and/or destroyed; and

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

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Note Registrar.

Section 23. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

Section 24. Immunity of Officers, Employees and Members of Village. No recourse shall be had for the payment of the principal of or premium or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of the Note.

Section 25. Publication. This Ordinance shall be published within ten (10) days of its passage in pamphlet form, by authority of the Corporate Authorities, but shall be immediately in full force and effect upon its adoption and approval.

Passed on September 1, 2020.

AYES: _____

_____

_____

NAYS: _____

ABSENT: _____

Approved: September 1, 2020

_____
President, Village of Bartlett, Cook,
DuPage and Kane Counties, Illinois

Recorded in the Village Records on _____, 2020.

Published in pamphlet form on _____, 2020.

Attest:

_____
Village Clerk, Village of Bartlett
Cook, DuPage and Kane Counties, Illinois

EXHIBIT A

FORM OF NOTE

STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND KANE
VILLAGE OF BARTLETT

TAXABLE SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2020
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:
REGISTERED
NO. ONE

MAXIMUM AMOUNT:
REGISTERED
$3,000,000

KNOW ALL PERSONS BY THESE PRESENTS that the VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (the "*Village*"), a municipality, home rule unit and body corporate and politic duly organized under the laws of the State of Illinois, for value received hereby acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the Outstanding Principal Amount of this Note, as hereinafter described, on the earlier to occur of (i) December 31, 2023, or (ii) the date on which the Village has made provision for or payment in full of all principal of and interest on this Note, as provided in the hereinafter defined Redevelopment Agreement (said date being the "*Final Maturity*"), and to pay interest at the hereinafter defined Interest Rate (computed on the basis of a 360-day year of twelve 30-day months) on such Outstanding Principal Amount on January 1 of each year (being the "*Regular Interest Payment Date*") until paid, commencing on the first January 1 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note Fund, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The "Outstanding Principal Amount" is that amount, not to exceed the Face Amount of this Note as set forth above, shown as advanced in even multiples of $100 from time to time and received by the Village for value, as is noted on this Note in the form of Advances

for Value hereon, less payments of principal hereon. The Interest Rate is a rate percent per annum which is equal to seven percent (7.00%). The Dated Date hereof shall be deemed to be the first date on which the Outstanding Principal Amount equals not less than the sum of $50,000, being _____, 2020.

Interest when due ("*Current Interest*") shall be paid from the later of the Dated Date or from the most recent Regular Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, as provided from the Note Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Additional Interest ("*Additional Interest*"). Additional Interest which is owing and unpaid shall itself bear interest at the Interest Rate. The order of payment of interest on this Note shall be *first*, Additional Interest (including interest thereon), *second,* Current Interest, and *next*, mandatory redemption of the Outstanding Principal Amount, as adjusted and shown as advanced in the form of Advances for Value hereon. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Subordinated Incremental Property Taxes, whether at a Regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that (i) there may be Additional Interest (including interest thereon) hereon, that is, that Current Interest may not have been paid, without any special notation having been made upon this Note, and (ii) the amounts due and payable of Outstanding Principal Amount hereof and interest hereon are subject to adjustment as provided in the hereinafter defined Redevelopment Agreement.

The principal of this Note shall be payable by check of draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Village Treasurer, as paying agent and note registrar (the "*Note Registrar*"). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the 15th day of the month immediately prior to the applicable Regular Interest Payment Date. Interest hereon shall be paid by check or draft of the Issuer, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Indenture.

This Note is a term note and is subject to mandatory redemption by operation of the 2020 Subordinate Note Subaccount of the General Subaccount of the Special Tax Allocation Fund (the "*Note Fund*") at a price of par plus accrued interest without premium, on any date, whenever an annual Accounting shall demonstrate that there is on deposit in the Note Fund an amount in excess of the amount required to pay all Additional Interest and to pay Current Interest due and payable during the Note Year commencing on the January 1 next succeeding such Accounting. The Note Registrar shall make provision for the mandatory redemption of this Note to the fullest extent practicable from such excess.

The Issuer covenants that it will cause the Note Registrar to redeem this Note pursuant to the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the Issuer covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption prior to maturity, at the option of the Issuer, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Ordinance.

Subject to the provisions of the hereinafter defined Indenture, this Note may be transferred as a whole but not in part. Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Note Registrar.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the home rule powers of the Village pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), and the principal of and interest, and premium, if any, hereon are payable solely from (i) a portion of the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Bartlett Quarry Redevelopment Project Area heretofore designated by the Issuer in accord with the provisions of the Act (the "*Redevelopment Project Area*") by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which

taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined in accordance with the provisions of the TIF Act (the "*Incremental Property Taxes*") (said portion of the Incremental Property Taxes being the "*Limited Incremental Property Taxes*"), and on deposit in and pledged to the 2020 Subordinate Note Subaccount of the General Subaccount of the Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund (the "*Special Tax Allocation Fund*") heretofore established by the Village in connection with the designation of the Redevelopment Project Area and (ii) the investment earnings thereon (the Limited Incremental Property Taxes and the investment earnings thereon being, collectively, the "*Pledged Moneys*" under the hereinafter defined Ordinance). This Note is being issued for the purposes of paying or reimbursing a portion of certain costs of a Redevelopment Project in the Redevelopment Project Area, all as more fully described in proceedings adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") pursuant to the Act and in an ordinance authorizing the issuance of this Note adopted by the Corporate Authorities on the 1st day of September, 2020, and authorizing the issuance hereof (the "*Ordinance*"), and in that certain Redevelopment Agreement by and between the Village and the Developer, and relating to the Redevelopment Project Area (as supplemented or amended, the "*Redevelopment Agreement*"), to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Ordinance, that certain Amended and Restated Indenture by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (as supplemented and amended by the First Supplemental Indenture, the "*Indenture*"), and the Redevelopment Agreement, the Incremental Property Taxes shall be deposited in the Special Tax Allocation Fund. Limited Incremental Property Taxes on deposit in the 2020 Subordinate Note Subaccount of the General

Subaccount of the Special Tax Allocation Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the terms of the Ordinance and the Indenture. Terms used but not defined herein shall have the same meaning as provided in the Ordinance, the Indenture and the Redevelopment Agreement.

This Note, together with the interest thereon, is a limited obligation of the Issuer , payable solely from the Pledged Moneys and the amounts on deposit in and pledged to the 2020 Subordinate Note Subaccount of the General Subaccount as provided in the Ordinance, the Indenture and the Redevelopment Agreement. Additional obligations on a parity with this Note may be issued as in the Ordinance provided. For the prompt payment of this Note, both principal and interest, as aforesaid, at Stated Maturity, the Pledged Moneys are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON.

The Issuer hereby expressly finds and determines that the Final Maturity of this Note does not exceed the earlier of (i) the date which is twenty (20) years from the Dated Date or (ii) the date which is December 31 of the year following the twenty-third (23rd) year from the date of designation by the Corporate Authorities of the Redevelopment Project Area, to-wit: December 31, 2023.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Issuer hereby covenants and agrees that it has made provision for the segregation of the Pledged Moneys and

that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance, the Indenture and the Redevelopment Agreement.

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

The tables and forms following the signatures on this Note and entitled Advances for Value and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and by its Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the ___ day of _____, 2020.

VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS

[SEAL]

By
President, Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

Attest:

_____
Village Clerk, Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

Date of Authentication: _____, 2020.

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent: Village Treasurer, Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

This Note is the Note described in the within mentioned Ordinance and is the Taxable Subordinate Lien Tax Increment Allocation Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

Village Treasurer, as Note Registrar

By_____

STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND KANE
VILLAGE OF BARTLETT

TAXABLE SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2020
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:
REGISTERED
NO. ONE

MAXIMUM AMOUNT:
REGISTERED
$3,000,000

ADVANCES FOR VALUE

This Note is valid to the amount set forth below, the aggregate of said amounts being its Outstanding Principal Amount.

AMOUNT ADVANCED ($)	DATE ADVANCED	SIGNATURE OF VILLAGE TREASURER
$50,001	_____, 2020	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND KANE
VILLAGE OF BARTLETT

TAXABLE SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2020
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:
REGISTERED
NO. ONE

MAXIMUM AMOUNT:
REGISTERED
$3,000,000

REGISTERED OWNER NOTATION

This Note shall be registered on the Note Register of the Village kept for the purpose by the Village Treasurer, as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner's legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF VILLAGE TREASURER
_____, 2020	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, held at the Village Hall, Bartlett, Illinois, in said Village at 7:00 o'clock p.m. on the 1st day of September, 2020.

The meeting was called to order by the President and upon the roll being called, _____, the President. Upon the roll being called, the President and the following Trustees answered present at said location: _____

_____

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

_____

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

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

_____

The following were absent: _____

_____

Trustee _____ presented and the Village Attorney explained in full an Ordinance that was laid before the President and Board of Trustees in words and figures and made available to any other person in attendance who requested one as follows:

Trustee _____ moved the adoption of said ordinance, and Trustee _____ seconded the motion. After a full and complete discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed the Village Clerk to call the roll for a vote upon the motion to adopt said ordinance.

Upon the roll being called the following Trustees voted:

AYE: _____

and the following voted:

NAY: _____

The President then declared the motion carried and said ordinance adopted, approved the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion being duly made, seconded and carried, the meeting was adjourned.

_____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE, MINUTES AND PUBLICATION IN PAMPHLET FORM

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

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 1st day of September, 2020, insofar as same relates to the adoption of an ordinance entitled:

> AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed $3,000,000 Taxable Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

(the "*Ordinance*"), a true, correct and complete copy of which Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting (the "*Agenda*") was posted at the location where said meeting was held and at the principal office of the Corporate Authorities on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 48 hours in advance of holding said meeting; that the Agenda described or made specific reference to the Ordinance; that a true, correct and complete copy of the agenda as so posted is attached hereto; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and the Illinois Municipal Code, as amended, and with all of the procedural rules of the Corporate Authorities.

I do further certify that the Ordinance was published by authority of the Corporate Authorities in pamphlet form at ____ p.m. on the ___ day of _____, 2020, and the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village, this ___ day of September, 2020.

_____
Village Clerk

[SEAL] **Village Clerk to Attach Agenda**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VIDEO/AUDIO ATTENDANCE CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and as such official I do further certify as follows:

1. That at the meeting of the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the 1st day of September, 2020 (the "*Meeting*"), _____ attended the Meeting by video or audio conference.

2. That said member(s) of the Corporate Authorities was/were prevented from physically attending the Meeting because of the reason(s) as follows:

MEMBER	REASON[1]

3. That said member(s) of the Corporate Authorities notified me before the Meeting that he/she/they wished to attend the Meeting by video or audio conference.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the rules adopted by the Corporate Authorities for allowing a member of the Corporate Authorities to attend a meeting of the Corporate Authorities by video or audio conference.

5. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, and the ordinances, resolutions, rules, regulations and proceedings of the Corporate Authorities.

---

[1] Section 7 of the Open Meetings Act of the State of Illinois, as amended, provides the following three reasons a person may be prevented from physically attending a meeting: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official corporate seal of the Corporate Authorities, this ___ day of September, 2020.

_____
Village Clerk

[SEAL]

Agenda Item Executive Summary

Item Name	A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS COPLOGIC SOLUTIONS, INC.	Committee or Board	Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is a Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and LexisNexis Coplogic Solutions, Inc. to allow the Village of Bartlett to utilize its eCrash – electronic crash report management system software. The updated Law Enforcement Agreement and Order No. 1 LexisNexis eCrash were needed because the entity in which the Village of Bartlett was previously contracted with was LexisNexis Claims Solutions, Inc. and it is now LexisNexis Coplogic Solutions, Inc. The existing services agreement also contained language that may be unclear with respect to automobile crash reports sold by LexisNexis Coplogic Solutions, Inc. The updated Law Enforcement Agreement and Order No. 1 LexisNexis eCrash clarifies how and when a crash report is purchased by LexisNexis. It also clarifies when law enforcement agencies will be reimbursed for the sale of the automobile crash reports by LexisNexis.

ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum
- Resolution
- Lexis Nexis Law Enforcement Agreement

ACTION REQUESTED

- ❑ For Discussion Only
- X Resolution
- ❑ Ordinance
- ❑ Motion
- ❑

MOTION: I move the passage of Resolution 2020- _____, A Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and LexisNexis Coplogic Solutions, Inc.

Staff: Geoffrey T. Pretkelis, Deputy Chief of Police Date: 8/24/20

POLICE DEPARTMENT MEMORANDUM
20-52

DATE: **August 21, 2020**

TO: **Paula Schumacher, Village Administrator**

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

RE: **A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS COPLOGIC SOLUTIONS, INC.**

Back in 2018, the Village of Bartlett entered into an agreement with LexisNexis Claims Solutions, Inc. to utilize its eCrash – electronic crash report management system and its powerful administrative portal to review and monitor important motor vehicle crash trend analytics and statistics at no cost. LexisNexis accommodates the electronic storage of all submitted motor vehicle crash reports and then transmits them electronically to the Illinois Department of Transportation (IDOT). Additionally, LexisNexis collects an agency report fee and an additional convenience fee, which the Village receives $5.00 each time LexisNexis provides a copy of a motor vehicle crash report to insurance companies or other individuals.

The attached proposed Resolution Approving of the Law Enforcement Agreement and Order No.1 Between the Village of Bartlett and LexisNexis Coplogic Solutions, Inc. was requested because the entity in which the Village of Bartlett was previously contracted with was LexisNexis Claims Solutions, Inc. and it is now LexisNexis Coplogic Solutions, Inc. The existing services agreement also contained language that may be unclear with respect to automobile crash reports sold by LexisNexis Coplogic Solutions, Inc. The updated Law Enforcement Agreement and Order No. 1 LexisNexis eCrash clarifies how and when a crash report is purchased by LexisNexis Coplogic Solutions, Inc. It also clarifies when law enforcement agencies will be reimbursed for the sale of the automobile crash reports by LexisNexis Coplogic Solutions, Inc.

Village Attorney Bryan Mraz reviewed the Law Enforcement Agreement and Order No. 1 LexisNexis eCrash and did not have any concerns about LexisNexis Coplogic Solutions, Inc.'s proposed language changes.

MOTION: I move to approve Resolution 2020-____, A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS COPLOGIC SOLUTIONS, INC.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS COPLOGIC SOLUTIONS, INC.

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

SECTION ONE: The Law Enforcement Agreement For LexisNexis® eCrash, including the Security and Notification Requirements, and the LexisNexis® eCrash Order No. 1 dated as of September 1, 2020, between the Village of Bartlett, by and through the Bartlett Police Department, and LexisNexis Coplogic Solutions, Inc. (collectively, the "Agreement"), copies of which are appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: The Agreement approved in Section One of this Resolution amends and restates the Law Enforcement Agreement for LexisNexis® eCrash Security and Notification Requirements and LexisNexis® Order No. 1 dated May 1, 2018 by and between the Village of Bartlett and LexisNexis Claims Solutions, Inc. (collectively, the "Prior LexisNexis Agreement").

SECTION THREE: That the Chief of Police is hereby authorized and directed to sign the Agreement approved in Section One of this Resolution on behalf of the Village of Bartlett.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 1, 2020

APPROVED: September 1, 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 September 1, 2020, and approved on September 1, 2020, as the same appears from the official records of the Village of Bartlett.

_____
Lorna Giless, Village Clerk

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated as of September 1, 2020 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage, Kane Counties, Illinois, by and through the Bartlett Police Department, with its principal place of operations at 228 S. Main Street, Bartlett, Illinois 60103 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. **SCOPE.** Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable.

2. **LICENSE AND RESTRICTIONS.**

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced

a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1 Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2 Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3 On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1 Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2 Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not

limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or

4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3 Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount a Provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION.

5.1 For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

5.2 Data Sharing, Access and Security. Provider acknowledges that the information available through the Services (as that term is defined within the Agreement) may include personally identifiable information, including but not limited to, driver's license numbers or dates of birth, and Provider will keep all such information confidential and secure in compliance with its obligations under the Agreement. Accordingly, Provider shall (a) require that any individual or entity acting under the authority of Provider and who has access to personal data does not process such data except as required to do so by Agency or as provided under this Agreement, unless required to do so by applicable law. Such individuals or entities are committed to maintaining confidentiality of such personal data as required by law; and (b) have access control and management including the identification, authentication and control of access to, and use of, information, facilities, networks, computers and software including deactivation of credentials when no longer needed. Additionally, Provider shall have in place documented policies and procedures, which shall be reviewed, and if appropriate, tested and updated, as appropriate, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information and which are measured against objective standards and controls. Such program shall comply with all applicable laws.

5.3 Storage and Daily Backup. Provider shall maintain appropriate backup, disaster recovery and business continuity plans including, for example, the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

5.4 Loss of Data, Irregularities and Recover. The loss of data, as well as other issues that impact data integrity, such as, unauthorized data access by personnel are addressed in the Agreement, as well as appropriate responsibility and liability in regard to such an event. Processes have been implemented to ensure the protection of the data through various measures, such as, firewalls, etc. The electronic data shall be backed up in compliance with Provider's internal policies and procedures to enable its restoration to the extent possible, in the event the data needs to be recovered or is lost.

5.5 Data Retention and Redundancy. The Agency-provided Reports will be maintained by Provider using its scalable storage capabilities at no cost to the Agency. The parties do not anticipate that the storage requirements in regard to the Agency-provided Reports will exceed Provider's capacity or entail any additional charges in connection with the Services provided by Provider under the Agreement. The electronic crash Reports will be stored, minimally, for the time period required by law and as provided in Section 5.1 above. Provisions for the destruction of crash Reports will be in accordance with applicable records retention laws and Provider' corporate records retention policies.

5.6 Data Usage: All crash Reports must be electronically transmitted by Provider to the Illinois Department of Transportation upon Agency Report approval. The Agency retains the right to extract copies of Agency's crash Reports and associated data therefrom LexisNexis Command Center to publish statistics as required for annual reporting to the public and other authorized entities.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1 Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives

through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.2 Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.3 Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.4 Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.5 Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

7.6 Additional Requested Terms and Conditions. Provider acts on behalf of Agency in carrying out Agency's obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency's Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider's eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency's Reports, Agency will notify Provider within four (4) business days of Agency's decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency's Reports have been met when Agency authorizes Provider to disclose Agency's Reports to Authorized Requestors on Provider's eCommerce web portal pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1 Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Notwithstanding the foregoing, Provider acknowledges that Agency requires board approval for this Agreement, which includes advance distribution and discussion among Agency staff, and the meeting itself is conducted in accordance with public records and open meetings laws, and is posted online on Agency's website in connection with the agenda for said meeting. Any disclosure required to obtain board approval shall be in accordance with Section 8 of this Agreement. Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2 Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3 Exception for Subpoenas and Court Orders and Freedom of Information Laws Requests. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, or Illinois Freedom of Information Act, 5 ILCS 140/1 et. Seq.,("IL FOIA"), provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority or IL FOIA request ("FOIL Request") so as to allow the disclosing Party an opportunity (within the applicable time limits under the IL FOIA and FOIL Request) to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. If information is disclosed pursuant to a public

records request, the receiving party will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority, or IL FOIA, shall otherwise remain subject to the terms applicable to Confidential Information.

8.4 Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.5 Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.6 Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.7 Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. **PROVIDER AUDIT RIGHTS AND RIGHT TO SELL CRASH REPORTS.** Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Notwithstanding the foregoing, the Provider shall not have access to the Agency's Record Management System ("RMS) or its Computer Aided Dispatch ("CAD") system or records. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

Crash Report Sale Rights. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports, subject to the Agency's rights as stated in Section 5.6. Agency further retains the rights to fulfill requests for reports made pursuant IL FOIA and in accordance with this Agreement.

10. **REPRESENTATIONS AND WARRANTIES.** Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. **LIMITATION OF WARRANTY.** FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. **INDEMNIFICATION.** To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from

any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. **LIMITATION OF LIABILITY.** To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by provider from agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to agency, then in no event shall Provider's liability to agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. **FORCE MAJEURE.** Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. **NOTICES.** All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. **MISCELLANEOUS.**

16.1 Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Illinois excluding its conflict of law rules.

17. **INSURANCE.**

17.1 Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, or employees. Provider shall procure and maintain for the duration of the Agreement and thereafter as provided herein, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

17.2 Minimum Scope and Limit of Insurance. Coverage shall be as broad as:

17.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $10,000,000 per occurrence, and a general aggregate limit of $10,000,000.

17.2.2 Cyber Liability Insurance or Technology Professional Liability (Errors and Omissions) Insurance with limits not less than $10,000,000 per occurrence or claim, $10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, third party liability arising out of cyber-related events, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

17.2.3 If Provider maintains broader coverage and/or higher limits than the minimums shown above, the Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

17.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

17.3.1 Additional Insured Status. The Village of Bartlett and the Bartlett Police Department, and each of its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts or equipment furnished in connection with such work or operations performed or on behalf of Provider including materials, parts, or equipment

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CB 20 38; and CG 20 37 forms if later revisions used).

17.3.2 Primary Coverage. For any claims related to the Agreement, Provider's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village of Bartlett, the Agency and their respective officers, officials, employees, and volunteers.

17.3.3 Notice of Cancellation. Provider shall provide 30 days' notice prior to the cancellation of the CGL policy.

17.3.4 Waiver of Subrogation. Provider hereby grants to the Agency a waiver of any right to subrogation which any insurer of Provider may acquire against the Agency by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

17.3.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of not less that A:VII, unless otherwise acceptable to the Agency.

17.3.6 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

17.3.6.1 The Retroactive Date must be must be shown and must be before the date of the contract or the beginning of contract work.

17.3.6.2 Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

17.3.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

17.3.7 Verification of Coverage. Provider shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before the Services commence. However, failure to obtain the required documents prior to accessing and using the Services shall not waive Provider's obligation to provide them.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Village of Bartlett on behalf of Bartlett Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
   - **(i)** provide immediate written notice to:
     - **a)** the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005;
       or
     - **b)** via email to (security.investigations@lexisnexis.com); or
     - **c)** by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
   - **(ii)** promptly investigate the situation; and
   - **(iii)** obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   - **(iv)** if required by law, or in Provider' discretion, Agency shall:
     - **a)** notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
     - **b)** be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
   - **(v)** remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to:
     litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   - **(vi)** provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

4. Provider's Security Program

(i) Provider maintains an Information Security Program ("Program"), which shall (a) account for known and reasonably anticipated risks and threats, and Provider shall, on an ongoing basis, monitor for new threats; (b) meet or exceed industry best practices; (c) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. Provider will promptly remediate any deficiencies identified.

(ii) The Program will be in writing, and at a minimum, address the following areas: (a) Access control management including identification authentication and control of access to, and use of, information, facilities, networks, computers and software including deactivation of credentials when no longer needed; (b) Network controls to prevent and detect malicious activities and segregate physical and logical access; and (c) Virus and malicious software detection, response and eradication performed on a timely basis.

(iii) The Program will require that any individual or entity acting under the authority of Provider and who has access to Reports does not process such Reports except as required to do so by Agency, this Agreement, or unless required to do so by applicable law, and that such individuals or entities are committed to maintaining confidentiality of such Reports as required by law.

(iv) Provider shall implement and maintain business continuity/disaster recovery policies and procedures that address Provider's ability to provide protection to the security, integrity, and availability of information technology systems and software, and any other key information, used by Provider in the performance of its obligations under this Agreement during a business disruption. At a minimum, such policies and procedures shall include risk assessment and controls for (a) resumption of Provider business operations, including system and data access; (b) incident response; and (c) security of data and information.

Order No. 1
LexisNexis® eCrash

This Order No. 1 ("Order") is entered into this ——as of the 1st day of September——, 2020 ("Order Effective Date") between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, by and through the Bartlett Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective September 1——, 2020 ("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash that enables for the collection and the online distribution of Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash Reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Report made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Permit connection of Provider's application on Agency's application-compatible computing devices, with the following features:

   a) Integrated crash scene diagramming
   b) Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data (in participating states)
   c) Voice response (in participating states)
   d) Online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports

   3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider

   3.3. Provide Report retention and distribution services as set forth in in Section 5 of the Agreement

   3.4. Other Services: Provider will electronically transmit all Crash Report data to the Illinois Department of Transportation.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12)

month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Five Dollars and 00/100 ($5.00). There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Village of Bartlett on behalf of Bartlett Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Agenda Item Executive Summary

Item Name	Cook CARES Act IGA	Committee or Board	Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds from Cook County. Through their reimbursement program, Cook County is offering cities and villages in the county a disbursement based on their Equitable Distribution Model.

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

ATTACHMENTS (PLEASE LIST)

Staff memo dated August 25, 2020

Resolution

Agreement

ACTION REQUESTED

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

MOTION: I move to approve Resolution 2020-_____ a Resolution approving an Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and the Village of Bartlett.

Staff: Scott Skrycki, Assistant Village Administrator Date: 08/25/2020

Samuel Hughes, Sr. Management Analyst

Memorandum

To: Paula Schumacher, Village Administrator

From: Scott Skrycki, Assistant Village Administrator
Samuel Hughes, Senior Management Analyst

Date: 8/25/2020

Re: Cook Cares Act IGA

Attached for your consideration is an Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds from Cook County. Through their reimbursement program, Cook County is offering cities and villages in the county a disbursement based on their Equitable Distribution Model which considers population, tax base per capita, median household income, percentage of population located in economically disconnected areas and COVID-19 deaths per 100,000 population. The Village of Bartlett's Allocation score was a 16.67 out of 100. The higher a municipalities score, the greater need they are expected to have. Bartlett's distribution is $144,006.86.

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

If passed, the Village can submit eligible expenditures from March 1, 2020 up through December 30, 2020 to the County for reimbursement. The Villages first submission would be sent in shortly after the IGA is passed, with additional submissions being made through the end of the year.

Motion

I move to approve Resolution 2020-_____ a Resolution approving an Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and the Village of Bartlett.

RESOLUTION 2020 - _____

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF BARTLETT

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

SECTION ONE: That the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds between the County of Cook and the Village of Bartlett dated as of September 1, 2020 (the "Agreement"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to execute the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:
AYES:
NAYS:
ABSENT:

PASSED: September 1, 2020
APPROVED: September 1, 2020

_____
Kevin Wallace, President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - _____ enacted on September 1, 2020 and approved on September 1, 2020 as the same appears from the official records of the Village of Bartlett.

_____

Lorna Giless, Village Clerk

INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT

FOR

CORONAVIRUS RELIEF FUNDS

Between

COUNTY OF COOK, ILLINOIS

And

VILLAGE OF BARTLETT, an

Illinois Suburban Municipality of Cook, DuPage and Kane Counties, Illinois (Subrecipient)

Entered into this 1st day of September, 2020

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): VILLAGE OF BARTLETT
- Subrecipient's unique entity identifier (DUNS): 0335912070000
- Subaward Period of Performance Start and End Date: July 1, 2020, through December 30, 2020.
- Total Amount of Federal Funds allocated to the Subrecipient: $144,006.86
- Federal Award Program Description:

  Cook County has received Coronavirus Relief Funds pursuant to the CARES Act, a portion of which it has chosen to allocate in the spirit of intergovernmental cooperation to suburban municipalities in Cook County. Suburban municipalities which for the purposes of this agreement include municipalities, townships and fire protection districts in suburban Cook County may apply for County awarded Coronavirus Relief Funds pursuant to the following procedures and consistent with eligibility guidance. Requests will be reviewed by the Cook County Bureau of Finance Program Management Office (PMO) of the COVID-19 Financial Response Plan. Available funds will be distributed to suburban municipalities consistent with their respective allocations and based on the type of expenditure, the volume of requests, and the balance of funds available.
- Name of Federal Awarding Agency: U.S. Department of the Treasury
- Name of pass-through entity: Cook County, IL
- Contact Information for pass-through entity: Ammar M. Rizki, Chief Financial Officer, Cook County Bureau of Finance, 118 N. Clark Street, Suite 1127. Chicago, Illinois 60602. Email Info: SuburbanCovidFundingRequest@cookcountyil.gov
- Award is for Research & Development (R&D): NO

THIS AGREEMENT entered this 1st day of September, 2020, by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called "Cook County"), and the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (herein called "Subrecipient"). Cook County and Subrecipient shall sometimes be referred to herein individually as the "Party" and collectively as the "Parties."

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 27, 2020, the President of the United States signed into law the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act established the Coronavirus Relief Fund ("CRF"), which provides aid to certain eligible local governments to address necessary expenditures due to the COVID-19 Public Health Emergency; and

WHEREAS, Cook County qualified as an eligible local government and received CRF funding from the U.S Department of Treasury; and

WHEREAS, federal guidance issued by the U.S. Department of Treasury indicates that a unit of local government may transfer a portion of its CRF funding to a smaller unit of local government provided that such transfer qualifies as a "necessary expenditure" to the Public Health Emergency and meets the criteria of Section 601 (d) of the Social Security Act as added by Section 5001 of the CARES Act; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings, and

WHEREAS, Cook County acknowledges that there are local municipalities within Cook County that were not eligible to receive a portion of CRF and Cook County, through the spirit of intergovernmental cooperation, desires to provide a portion of its CRF funding to aid such local municipalities in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act requires that units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID–19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, (the date of enactment of the CARES Act) for the state or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that Cook County, in its sole and absolute discretion, may reimburse Subrecipient for eligible expenses as provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

A. This Agreement shall become effective on the date of execution, and end on December 30, 2020 (the "Initial Term").

B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

C. Cook County, in its sole and absolute discretion, may terminate this Agreement at any time.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

Subrecipient shall be responsible for administering all COVID-19 response activities in a manner satisfactory to Cook County and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery efforts related to COVID-19 and must be allowable pursuant to the CRF requirements.

B. Eligible Expenses

Cook County, in its sole and absolute discretion, may reimburse and/or provide funding to Subrecipient for "Eligible Expenses" as described on Attachment A of this Agreement. Notwithstanding anything herein to the contrary, "Eligible Expenses" shall not include lost revenue. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

III. NOTICES

Notices to Cook County as required by this Agreement shall be delivered in writing, via email and addressed to Cook County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the Unites States mail, registered or certified return receipt requested.

Ammar M. Rizki
Chief Financial Officer
Cook County Bureau of Finance
118 N. Clark Street, Suite 1127
Chicago, IL 60602
SuburbanCovidFundingRequest@cookcountyil.gov

Name of Subrecipient: VILLAGE OF BARTLETT
Todd Dowden, Village Treasurer
Address: 228 South Main Street, Bartlett, IL, 60103
Email: tdowden@vbartlett.org

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of Illinois and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Eligible Expenses funded or reimbursed by Cook County to Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, release, and defend Cook County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify Cook County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by Cook County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for Cook County. Subrecipient shall reimburse Cook County for all costs, attorneys' fees,

expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless Cook County under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Cook County to provide the funding under this Agreement.

Subrecipient shall promptly notify Cook County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

I. Suspension or Termination

Cook County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to Cook County reports that are incorrect or incomplete in any material respect.

J. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any

subcontractors pertaining to any matter resulting from a contract.

K. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Eligible Expenses.

B. Duplication of Benefits; Subrogation

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155).

If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by Cook County to Cook County.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify Cook County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Cook County, or any duly authorized representative of Cook County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds

allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

Subrecipient shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

Cook County shall evaluate the Subrecipient's risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

Cook County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. Cook County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.343 and the procedures described below. Subrecipient's obligation to Cook County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Cook County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends $750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to Cook County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to Cook County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to Cook County.

J. Payment & Reporting Procedures

1. Payment Procedures

Cook County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the allocations and disbursement policies established by Cook County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Cook County.

a. Requests for reimbursement or funding must be submitted via email to SuburbanCovidFundingRequest@cookcountyil.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.

b. Upon receipt of the Applications, the County will confirm receipt of application by email.

c. The received application will be reviewed and Subrecipient will receive a Notification Letter by email indicating denial and/or approval of the funding request within approximately 10 days.

d. Notification letters approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent on a fully executed Intergovernmental and Subrecipient Agreement. All CRF funds not expended by Subrecipient must be returned to Cook County by December 30, 2020, in compliance with the Close-Out Procedures contained in this Agreement.

2. Reporting Procedures. Subrecipient will be required to periodically report the status of projects approved for advance funding and will be required to tender to the County records addressing how the

funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, etc… to substantiate eligible expenses. Subrecipient must indicate to the County by September 30, 2020 its intent (or not) to fully expend its allocated funds by December 30, 2020. In the case the subrecipient reports to Cook County that it anticipates spending less than its entire allocation, the County will reduce the subrecipient's total allocation by the anticipated unused amount. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

VI. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII, WAIVER

Cook County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Cook County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from Cook County from the allocation of the Coronavirus Relief Fund provided to Cook County for eligible expenditures. The subrecipient further certifies the funds received for reimbursement from the Coronavirus Relief Funds were or will be used only to cover those costs that:

a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the subrecipient or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to Cook County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to Cook County's allocation of CRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the Coronavirus Relief Funds as authorized under the CARES Act. Cook County has no legal requirement to provide funding to any Subrecipient.

VI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Cook County.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

VILLAGE OF BARTLETT

Signed:_____

Its Duly Authorized Agent

Printed Name: Kevin Wallace

Title: Village President

Date: September 1, 2020

COOK COUNTY, ILLINOIS

Signed:_____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Signed: _____

Office of the Cook County State's Attorney

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by Cook County and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of a declared emergency. Cook County will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the Federal agency award requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase.
    - COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.

- Expenses for quarantining individuals.

- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria, excluding costs associated in conducting Coronavirus Relief Fund Single or Program-Specific audits.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient's receipt of funds or the commitment of funds by the Cook County, Subrecipient hereby assigns to Cook County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the Coronavirus Relief Funding transferred to the Subrecipient under the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Agreement entered into by and between Cook County, Illinois, and the Village of Bartlett on September 1, 2020. Any such funds received by the Subrecipient shall be referred to herein as "additional funds."

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Subrecipient agrees to immediately notify Cook County of the source and receipt of additional funds related to the COVID-19 pandemic. Cook County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to Cook County. Subrecipient agrees to reimburse Cook County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by Cook County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and Cook County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient: VILLAGE OF BARTLETT

Signed:_____

Its Duly Authorized Agent

Printed Name: Kevin Wallace Title Village President

Date: September 1, 2020