

VILLAGE OF BARTLETT

COMMITTEE AGENDA

DECEMBER 1, 2020

BUILDING & ZONING, CHAIRMAN REINKE

1. Route 59/West Bartlett Road Concept Plan Review
2. Bucky's on Stearns-Site Plan, Special Use, Variations

FINANCE & GOLF, CHAIRMAN DEYNE

3. Debt Refunding Bond Ordinance



Agenda Item Executive Summary

Item Name Rt. 59 & West Bartlett Road Concept Plan Review Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The petitioner is requesting a Concept Plan Review for a proposed mixed use development on 114 acres located at Rt. 59 and West Bartlett Road.

The development would consist of duplexes and ranch homes on smaller lots with snow removal and lawn maintenance provided. These lots would typically attract empty nester, retiree and/or active adult buyers. Also, included as part of this development plan, are areas designated for typical single family homes, townhomes, wetlands, open space and commercial uses.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Applicant Cover Letter, Application, Location Map, Concept Plan

ACTION REQUESTED

- For Discussion only- To review the Petitioner's concept plan and provide direction prior to a full application submittal
- Resolution
- Ordinance
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 11.20.2020

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
20-182

DATE: November 20, 2020
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Planning & Development Services Director 
RE: **(CP #20-02) Route 59 & West Bartlett Road Concept Plan**

PETITIONER

Chris Naatz and Dan Olsem on behalf of Crown Community Development

SUBJECT SITE

Rt. 59 and West Bartlett Road

REQUEST

Concept Plan Review (A conceptual review of a proposed development project in which the Petitioner requests input and direction from the Village Board Committee prior to their full submittal of an application.)

SURROUNDING LAND USES

| | <u>Land Use</u> | <u>Comprehensive Plan</u> | <u>Zoning</u> |
|---------------------|-----------------------------|--|---|
| Subject Site | Vacant | Residential/ Commercial | SR-2, SR-5, ER-2 B-2, SR-6 PUD |
| North | Townhomes/ Single Family | Attached Residential (Medium Density) | SR-5 PUD/ SR-6 PUD |
| South | Single Family | Single Family | R-4 PUD* |
| East | Vacant/Office | Office/Business Park | ER-2, OR |
| West | Vacant | Office/Business Park | R4* |

*Cook County – Single Family Residence

DISCUSSION

1. The Petitioner is requesting a Concept Plan Review for a mixed use development on 114 acres located at Rt. 59 and West Bartlett Road. The development would consist of duplexes and ranch homes on smaller lots with snow removal and lawn maintenance provided. These lots would typically

attract empty nester, retiree and/or active adult buyers. Also, included as part of this development plan, are areas designated for typical single family homes, townhomes, wetlands, open space and commercial uses. A multi-use path meanders throughout the residential development providing connectivity to each of the water features, woodlands and wetland areas. A perimeter path would also be located along the north side of W. Bartlett Road, providing pedestrian access to the commercial area, and along the east side of Naperville Road that would connect to the existing path to the north.

2. The property currently has a number of various zoning designations consisting of SR-2, ER-2, SR-5, SR-6 PUD and B-2. The Petitioner would be requesting, at the time of a full application submittal, a rezoning of the entire property to the PD (Planned Development) Zoning District.
3. The plan identifies four (4) PODs or neighborhoods proposed for residential development. POD 1 would consist of approximately 90 duplexes on 9,430 sq. foot lots with reduced rear yards. POD 2 would consist of 60 ranch homes on 6,375 sq. foot lots with reduced lot widths and 30 foot rear yards. POD 3 would provide for a typical single family development with 8,750 sq. foot lots and reduced rear yards and POD 4 would consist of 104 townhome units. Six (6) acres of commercial is designated at the northwest corner of Rt. 59 and W. Bartlett Road with 11 acres proposed for open space on the east side of Rt. 59.
4. This Concept Plan identifies a full access curb cut across from Cheviot Drive on West Bartlett Road which would provide direct access to the duplex and single family neighborhoods. A full access curb cut and a right-in/right-out are also proposed further east on West Bartlett Road along the commercial parcel frontage. On Naperville Road, two full access curb cuts are proposed; one located south of the railroad tracks providing access to the detached residential uses and one north of the tracks providing access to the townhome development. Both West Bartlett and Naperville Roads are under the jurisdiction of Cook County Department of Transportation and Highways and Rt. 59 is under the jurisdiction of IDOT. **Staff has directed the Petitioner to contact both agencies to discuss the proposed curb cut locations for this development plan.**
5. The West Bartlett Road/Rt. 59 intersection improvements are slated for a June 2021 letting, with possible construction taking place in the fall of 2021. This improvement identifies dual left turn lanes and designated right turn lanes at each leg of the intersection.
6. A full traffic impact statement will be required for this development at the time a formal application is submitted for the Staff's review and the Petitioner has indicated that counts are currently taking place. This impact statement, along

with Cook County and IDOT's input, will determine future access point locations and will guide the layout of the development plan.

7. It is Staff's understanding that Crown would be developing the overall property, but would sell the single family development sites to a residential home builder.
8. The Comprehensive Plan designation for this property identifies residential uses for the west half of the property and commercial uses on the east half. This property is also located within the High Quality Suburban Image Zone of the West Bartlett Road Corridor Plan. Included in this plan is the designation of an open space area at the northeast corner of Naperville and W. Bartlett Road. Upgraded lighting, landscaping and berming will also be required at the time a full application is submitted.
9. If the Petitioner chooses to move forward with a formal application, they would be requesting a rezoning, preliminary subdivision/PUD plan, and a special use for a PUD.
10. Stormwater detention and wetland requirements would be determined at the time of a formal application submittal.
11. Staff directed the Petitioner to also contact the Park District for their review of the proposed parks and the required dedications associated with this proposed development.

RECOMMENDATION

1. If the Village Board Committee gives a favorable review of this Concept Plan, the Petitioner could proceed with a full development application submittal.
2. A copy of the Concept Plan and additional background information are attached for your review.

Bartlett Village President and Board of Trustees
228 S. Main Street
Bartlett, IL 60103

Dear Mr. Wallace and Board of Trustees,

This letter serves to accompany our application and concept plan. We hope this provides a robust explanation for the vision of the community, lot sizes and corresponding home plans needed to serve the market demand in Bartlett while creating a showcase community within the village.

We approached the potential uses of this land by engaging real estate expertise via a market research study, conducting home builder interviews, real estate agent interviews and soliciting valuable feedback from the Village of Bartlett staff. The process was very productive and after extensive planning and collaboration this concept plan was created.

The vision for this community is one that will flourish in a post-Covid world and well beyond. As a result of the pandemic, the Chicago area is seeing a migration of people seeking communities with open spaces and the charm of suburban living. This concept will appeal to those who want to live in a multi-generational community in homes that are conducive to remote work and learning, and low maintenance home sites that allow people to spend more time in the outdoor amenities of the overall community.

It will be an exceptional community that will offer living styles for folks in all life stages. For example, the lot sizes in neighborhoods one and two are specifically designed for ranch plans. The people that will be most attracted to these neighborhoods are empty nesters, retirees and people who have a compelling need or desire for single level living. This buyer demographic has a driving preference for a modest lot size that they can easily manage and maintain. The homeowners association will provide lawn care and snow removal to meet the expectations of this buying population. Ranches cost significantly more to build and this buyer group willingly pays the premium for single level living versus the equivalent two-story home which by comparison will always be a lower price/ft. The data suggests that current Bartlett residents will overwhelmingly welcome the opportunity to stay in town because new, single level homes in an artfully designed community are a choice.

Neighborhood three has lot sizes designed primarily for two-story living. While people of all ages can choose any given home type, these homes and their lot sizes will appeal to those who desire a yard for a playset, outdoor living and family activities. This neighborhood will connect generations of people – folks that choose to live near each other to be close to parents, grandchildren and extended family and friends. The community will be conducive to relationships on the heels of a pandemic that brought the value of connections to the front and center.

Neighborhood four rounds out the community to offer homes for folks that prefer not to maintain a home or yard. While buyers of all ages and circumstances may desire low maintenance living, this neighborhood may appeal to first time buyers, move down buyers, singles, couples and anyone who chooses not to maintain a yard or a home exterior. This neighborhood is nestled in its own enclave that offers privacy and neighborly living. The neighborhood is bordered by an existing townhome community and railroad tracks which represent the convenience that these buyers desire – shorter commutes and proximity to area amenities.

Open spaces and ribbons of green and water decorate this community. The central park and it's backdrop of mature trees and open space is the perfect complement to this multi-generational community. The proximity to the commercial area with the potential ease of getting a cup of coffee or a scoop of ice cream after dropping off your dry cleaning enhances the livability and lifestyle of the overall community. The community is further enhanced by its proximity to the quaint setting of downtown Bartlett.

We're proud to present this community because we believe it will be beautifully innovative and a community in which the Village of Bartlett will have enduring pride! Thank you for your thoughtful review and consideration. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Chris Naatz".

Chris Naatz
Crown Community Development
Bartlett 59, LLC



VILLAGE OF BARTLETT CONCEPT PLAN APPLICATION

(Please type or complete in blue or black ink.)

For Office Use Only
Case # CP-20-02

RECEIVED
OCT 23 2020
PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT

PROJECT NAME Route 59 & West Bartlett Road

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Chris Naatz and Dan Olsem

Street Address: 1751 A West Diehl Road

City, State: Naperville, Illinois **Zip Code:** 60563

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

Preferred Method to be contacted: Email

PROPERTY OWNER INFORMATION

Name: Bartlett 59 LLC

Street Address: 1751 A West Diehl Road

City, State: Naperville, Illinois **Zip Code:** 60563

Phone Number: [REDACTED]

OWNER'S SIGNATURE: [Signature] **Date:** 10/16/20

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

PROPERTY INFORMATION

Common Address/General Location of Property: NWC of Route 59 & West Bartlett Road

Property Index Number ("Tax PIN"/"Parcel ID"): See Index 1 Attached hereto

Acreage: 192 **No. of Lots/Units:** 335

Zoning: Existing: SR-2 **Land Use:** Existing: Commercial (Farming)
(Refer to Official Zoning Map)

Proposed: PD Proposed: Residential/Commercial

Comprehensive Plan Designation for this Property: Suburban Residential
& (Refer to Future Land Use Map)
Commercial

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

Attorney

John H. Mays & Philip Piecuch

Gould and Ratner LLP, 222 N. LaSalle St, Suite 300, Chicago, IL 60601

Email: jmays@gouldratner.com & ppiecuch@gouldratner.com

Engineer

Other

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: 

PRINT NAME: DAVID J. OLSEN P.R.

DATE: 10/16/20

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: CROWN COMMUNITY DEVELOPMENT
DBA BARTLETT SQ LLC

ADDRESS: 1751A WEST DIEHL ROAD
NAPERVILLE IL 60175

PHONE NUMBER: (630) 851-5490

EMAIL: DOLSEM@CROWN-CHICAGO.COM

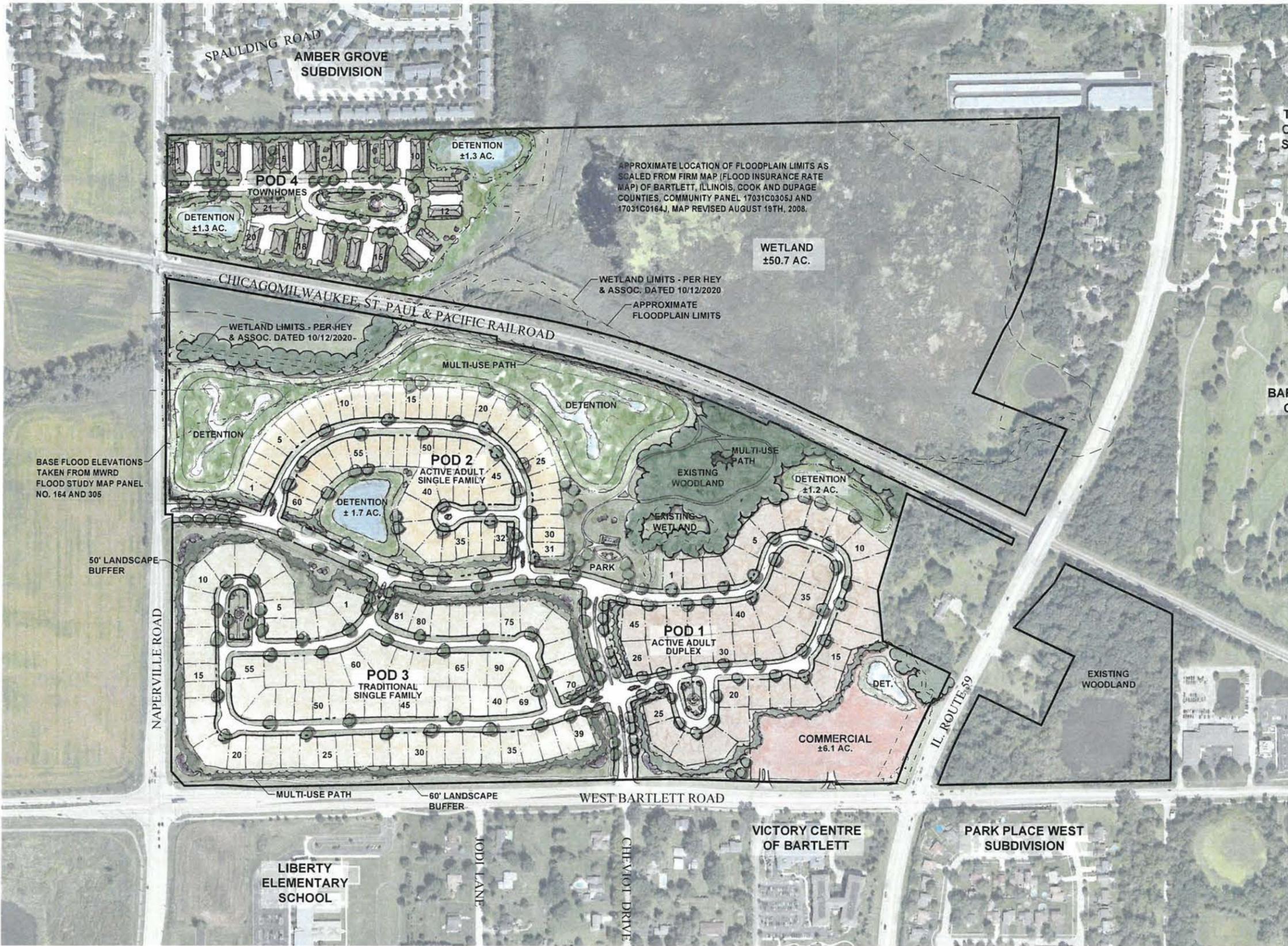
SIGNATURE: 

DATE: 10/16/20

LOCATION/ZONING MAP

W. BARTLETT RD. & IL RT. 59



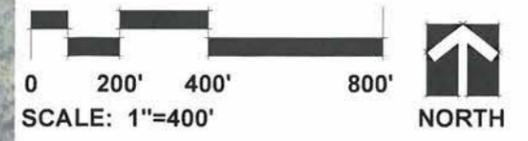


DESIGN STANDARDS

| | |
|---|-----|
| DUPLEX (POD 1) | |
| SETBACKS: | |
| FRONT | 25' |
| SIDE CORNER | 25' |
| SIDE INTERIOR | 5' |
| REAR | 20' |
| MAX LOT COVERAGE | 60% |
| ACTIVE ADULT SINGLE FAMILY (POD 2) | |
| SETBACKS: | |
| FRONT | 25' |
| SIDE CORNER | 25' |
| SIDE INTERIOR | 5' |
| REAR | 20' |
| MAX LOT COVERAGE | 55% |
| TRADITIONAL SINGLE FAMILY (POD 3) | |
| SETBACKS: | |
| FRONT | 25' |
| SIDE CORNER | 25' |
| SIDE INTERIOR | 5' |
| REAR | 30' |
| MAX LOT COVERAGE | 40% |
| TOWNHOME (POD 4) | |
| SETBACKS: | |
| FRONT | 25' |
| SIDE TO R.O.W. | 25' |
| SIDE TO PROPERTY | 50' |
| SEPARATIONS: | |
| FRONT TO FRONT | 60' |
| REAR TO SIDE | 50' |
| REAR TO REAR | 60' |
| STREETS: | |
| R.O.W. WIDTH | 66' |
| MINIMUM CURVE RAD. | 90' |

SITE DATA

| LAND USE | UNITS | AREA | % OF SITE |
|--|------------|--------------|---------------|
| POD 1 - DUPLEX (9,590 S.F. / 82'W X 117'D) | 90 | 16.2 | 8.5% |
| POD 2 - SINGLE FAMILY (6,375 S.F. / 51'W X 125'D) | 60 | 13.3 | 6.9% |
| POD 3 - SINGLE FAMILY (8,750 S.F. / 70'W X 125'D) | 81 | 24.8 | 12.9% |
| POD 4 - TOWNHOMES | 104 | 12.1 | 6.3% |
| OPEN SPACE | - | 53.1 | 27.7% |
| OPEN SPACE EAST OF RTE 59 | - | 11.0 | 5.7% |
| COMMERCIAL | - | 6.1 | 3.2% |
| SPINE ROAD | - | 4.7 | 2.4% |
| NORTH WETLAND | - | 50.7 | 26.4% |
| TOTAL | 335 | 192.0 | 100.0% |



CONCEPT PLAN BARTLETT, ILLINOIS

11/23/2020

LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197
GARY R. WEBER
ASSOCIATES, INC.

L:\Projects\CRN2001_Acad\CRN2001_A09_01CP.dwg



AGENDA ITEM EXECUTIVE SUMMARY

| | | | |
|-----------|--|--------------------|-----------|
| Item Name | Bucky's on Stearns - Site Plan, Special Use Permits and Variations | Committee or Board | Committee |
|-----------|--|--------------------|-----------|

BUDGET IMPACT

| | | | |
|---------|-----|----------|-----|
| Amount: | N/A | Budgeted | N/A |
|---------|-----|----------|-----|

| | |
|----------------|-----|
| List what fund | N/A |
|----------------|-----|

EXECUTIVE SUMMARY

The Petitioner is requesting **Site Plan Review** for a proposed Bucky's convenience store and gas station on two lots (currently Mobil & Sonic) at the southwest corner of Route 59 and Stearns Road in the B-4 (Community Shopping) Zoning District.

The Petitioner is also requesting **Special Use Permits** for (a) an automobile service station to bring the existing use into conformance, (b) to sell package liquor and (c) outdoor sales.

This station would include a 4,700 square foot convenience store with ten pump islands (20 total stations) and would operate 24 hours, seven (7) days a week. The existing buildings and fuel canopy on the Mobil site would be demolished with the new convenience store proposed on the Sonic site that is oriented towards Route 59. It would have a maximum height of 22 feet and be constructed with concrete masonry units that have the appearance of brown brick and fiber cement panels in three (3) earth tones. A decorative metal canopy is located over the entrance of the convenience store. The posts for the fuel canopy are wrapped with the same material as the building.

The Petitioner is also requesting the following **Variations**:

- A 34 ft variation from the required 60 ft. corner side yard to allow the fuel pump canopy 26 feet from the north property line (W. Stearns Rd),
- A 25 ft variation from the required 60 ft. front yard to allow the fuel pump canopy 35 feet from the east property line (Route 59),
- To reduce the interior parkway landscaping requirement (Route 59 & Stearns Rd)

The Village's Environmental Consultant has provided recommendations to protect the soil and groundwater associated with the tank removal and redevelopment of the site.

The **Zoning Board of Appeals** reviewed the Petitioner's **Variation** requests and conducted the requisite public hearing at their meeting on November 5, 2020. The Zoning Board of Appeals recommended **approval** of the variations based upon the Findings of Fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's requests for a **Site Plan Review and Special Use Permits** and conducted the requisite public hearing at their meeting on November 12, 2020. The Plan Commission recommended **approval** of the Site Plan and Special Use Permits subject to the conditions recommended by Staff, the Findings of Fact and the following revised condition:

- G. The Petitioner will work with Staff to set restrictions for tanker deliveries in the event the Village determines that the timing of fuel deliveries creates circulation problems on the property and/or within the Home Depot Subdivision

ATTACHMENTS (PLEASE LIST)

PDS Memo, Minutes of the November 5, 2020 Zoning Board of Appeals Meeting, Minutes of the November 12, 2020 Plan Commission Meeting, Applicant Cover Letter, Application, Location Map, Site Plan, Landscape Plan, Color Renderings, Elevations, Fuel Canopy Elevations, Floor Plan and June 17, 2020 letter from Deigan & Associates, LLC

ACTION REQUESTED

- For Discussion only- For review and to forward to the Village Board for a final vote.
- Resolution
- Ordinance
- Motion

| | | | |
|--------|---|-------|------------|
| Staff: | Roberta Grill, Planning & Development Services Director | Date: | 11/16/2020 |
|--------|---|-------|------------|

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
20-185

DATE: November 16, 2020
TO: Paula Schumacher, Village Administrator
FROM: Roberta B. Grill, Planning & Dev Services Director 
RE: **(#20-08) Bucky's on Stearns**

PETITIONER

Richard McMahon on behalf of Buchanan Energy

SUBJECT SITE

900 S Route 59 (Southwest corner of Stearns Rd and Route 59)

REQUESTS

Site Plan Review,

Special Use Permits –

- a) to allow an automobile service station,
- b) to sell package liquor,
- c) to allow outdoor sales

Variations –

- a) a 34 ft. variation from the required 60 ft. corner side yard (fuel canopy-W. Stearns Rd),
- b) a 25 ft. variation from the required 60 ft. front yard (fuel canopy – Route 59)
- c) to reduce the interior parkway landscape requirements (Route 59 & Stearns Rd)

SURROUNDING LAND USES

| | <u>Land Use</u> | <u>Comprehensive Plan</u> | <u>Zoning</u> |
|---------------------|-------------------------------|----------------------------------|----------------------|
| Subject Site | Gas Station | Commercial | B-4 |
| North | Gas Station/ Retail Center | Commercial | B-3 & B-3 PUD |
| South | Retail Center | Commercial | B-4 |
| East | Bank | Commercial | B-3 |
| West | Car Wash | Commercial | B-4 |

ZONING HISTORY

This property annexed into the Village of Bartlett and was rezoned to the Commercial District by Ordinance 1963-07. During the comprehensive rezoning of the Village in 1978,

the property was rezoned to the B-4 (Community Shopping) Zoning District. Automobile service stations were listed as permitted uses in the 1978 Zoning Ordinance. The Mobil gas station was issued a building permit in 1982. The 1983 Zoning Ordinance Amendment listed automobile service stations as a Special Use in the B-4 Community Shopping District, making the existing Mobil gas station a nonconforming use.

DISCUSSION

1. The Petitioner is requesting **Site Plan Review** for a proposed Bucky's convenience store and gas station on two lots (currently Mobil & Sonic) at the southwest corner of Route 59 and Stearns Road in the B-4 (Community Shopping) Zoning District.
2. The 4,700 sq. ft. convenience store will be located on Lot 4 of the Home Depot Subdivision (Sonic). The 10 pump islands (20 total stations), fuel canopy and fuel tanks will be located on the existing Mobil site. The existing Mobil building, fuel canopy, Sonic and drive-in canopies will be demolished. The existing underground fuel tanks will be removed and replaced in accordance with the State Fire Marshall's standards. The Village's Environmental Consultant has provided recommendations to protect the soil and groundwater associated with the tank removal and redevelopment of the site.
3. The Petitioner is also requesting **Special Use Permits** (a) for an automobile service station to bring the existing use into conformance, (b) to sell package liquor and (c) for outdoor sales.
4. The new convenience store would be oriented towards Route 59 and would operate 24 hours, seven (7) days a week. The building is accessible to patrons from both the east and west sides. It would have a maximum height of 22 feet and be constructed with concrete masonry units that have the appearance of brown brick and fiber cement panels in three (3) earth tones. A decorative metal canopy is located over the entrance of the convenience store. The posts for the fuel canopy are wrapped with the same material as the building.
5. The existing gas station originally had three (3) full access curb cuts, two (2) on Route 59 and one (1) on Stearns Rd. Sonic did not have direct access to Stearns Road. The northernmost curb cut on Route 59 was eliminated during the IDOT's intersection improvements and the remaining curb cut became a right-in/right-out due to the construction of a barrier median. At the request of DuPage County Highway, the curb cut on Stearns Road will be moved further west from the Route 59 intersection, it also functions as a right-in/right-out since a barrier median is in place along Stearns Road.
6. The site is also accessible on Stearns Road from the full access curb cut for the internal access drive in the Home Depot Subdivision and via two (2) existing cross access points from the parking lots to the south.

7. The Petitioner has submitted plans to IDOT (Route 59) and DuPage County Highway Department (W. Stearns Rd.) for their review. Both agencies and the Village's Traffic Consultant have approved the curb cut locations.
8. The Petitioner is requesting the following setback **Variations**:
 - A 34 ft variation from the required 60 ft. corner yard to allow the fuel pump canopy 26 feet from the north property line (W. Stearns Rd),
 - A 25 ft variation from the required 60 ft. front yard to allow the fuel pump canopy 35 feet from the east property line (Route 59)
9. A **Variation** is also being requested to reduce the interior parkway landscaping requirements. The Landscape Ordinance requires a 25-foot wide interior parkway that includes 1 tree per 30 feet of frontage and 3-ft tall shrubs that screen 75% of the parking areas. Due to the installation of sidewalks and land takings as part of the intersection improvements, the interior parkway varies in width. The Petitioner is proposing ornamental grasses and shrub plantings along Route 59 and W. Stearns Road where there is adequate width; one tree is proposed along Route 59. The Petitioner is replacing the existing evergreen shrubs along the Home Depot access drive with ornamental grasses and has agreed to keep several of the existing deciduous trees on the Sonic property.
10. The Zoning Ordinance requires a total of 33 parking spaces, 13 parking spaces for the convenience store and two (2) parking spaces for each pump island. Thirty-five (35) spaces including one (1) accessible space are designated for the convenience store and two (2) parking spaces are at each island for the fuel center.
11. The Landscape and Photometric Plans have been approved by Staff.
12. The Traffic Impact Analysis has been revised to address all of the Village's Traffic Engineer's comments.

RECOMMENDATION

1. The Staff recommends approval of the Petitioner's requests for a Site Plan and Special Use Permits subject to the following conditions and Findings of Fact:
 - A. Building permits shall be required for all construction activities including, but not limited to, tank removal, demolition and new construction;
 - B. Staff approval of the Landscape, Photometric and Sign Plans;
 - C. Village Engineer approval of the Engineering Plans;
 - D. Approval by the Village's environmental consultant of the environmental remediation work and confirmation that all conditions and recommendations outlined in the Deigan & Associates, LLC letter dated June 17, 2020 have been satisfied;

- E. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;
- F. DuPage County Highway approval of the permit for the curb cut on W. Stearns Road;
- G. No tanker deliveries shall be allowed from 7:00 a.m.-9:00 a.m. and from 3:00 p.m.-7:00 p.m.;
- H. A 50-cent per square foot Municipal Building Donation is required and due upon the issuance of a building permit;
- I. Landscaping must be installed within one year of the issuance of a building permit;
- J. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Planning & Development Services Development for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- K. Findings of Fact (Site Plan):
 - i. That the proposed convenience store is a Permitted Use and the proposed automotive service station is a Special Use in the B-4 Zoning District;
 - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
- L. Findings of Fact (Special Use Permits):
 - i. The proposed Special Uses are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed Special Uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the

stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

2. The **Zoning Board of Appeals** reviewed the Petitioner's variation requests and conducted the requisite public hearing on November 5, 2020. The **Zoning Board of Appeals recommended approval** based upon the following Findings of Fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for the variation are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
- D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

3. The **Plan Commission** reviewed the Petitioner's requests for a Site Plan Review and three (3) Special Use Permits and conducted the requisite public hearing on November 12, 2020. Based on discussions with the Petitioner and Village's Traffic Consultant, Staff revised condition G to the following:

G. The Petitioner will work with Staff to set restrictions for tanker deliveries in the event the Village determines that the timing of fuel deliveries creates circulation problems on the property and/or within the Home Depot Subdivision.

The **Plan Commission recommended approval** of the Site Plan and the Special Use Permits subject to the conditions and Findings of Fact recommended above by the Staff including the revised Condition G.

4. The minutes of the Zoning Board of Appeals and Plan Commission meetings and background materials are attached for your review and consideration.

/attachments

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Village of Bartlett
Zoning Board of Appeals Minutes
November 5, 2020

(#20-08) Bucky's on Stearns

Variations:

- A. A 34-foot reduction from the required 60-foot corner side yard (fuel canopy-W. Stearns Rd),
- B. A 25-foot reduction from the required 60-foot front yard (fuel canopy – Route 59)
- C. To reduce the interior parkway landscape requirements (Route 59 & Stearns Rd)

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The Petitioner, **Richard McMahon** representing Buchanan Energy, 2500 Brickvale Road, Elk Grove Village, Illinois came forward and was sworn in by **M. Werden**. **R. McMahon** stated that they are located on the southwest corner of Stearns Road and Route 59 on a lot that is outside of the Home Depot Subdivision. We have a contract to purchase Lot 4 of the Home Depot Subdivision, which is currently occupied by the Sonic Restaurant. The prime reasons we are here for a variance for landscaping and the setbacks is because Lot 4 in the Home Depot Subdivision has a use restriction that prohibits the use of underground tanks. Our design is put together in such a way that the tanks, dispensers, piping, and anything that handles petroleum are on the original Bucky's lot and not on the lot that is currently occupied by Sonic on Lot 4. That is why we are not able to push the convenience store back further to give it a front yard and other interior landscaping required in the ordinance and why we are not able to put the canopy back further. The gas station lot is 33,000 square feet before IDOTs taking. The site plan shows the lot line between the Home Depot Lot 4 and our gas station lot runs north and south right in front of the convenience store and that is what is driving all of this. We are keeping the convenience store on Lot 4 and anything to do with petroleum dispensing on the Mobil lot. There is a total of 73,000 square feet when you combine both the Mobil lot and the Sonic lot together. Right now, 23,104 square feet of that is green space. We are dedicating almost 32% of the total square footage of the lots to green space, but it is all in the back. The convenience store will be on the Sonic lot. Looking at the store from behind going east on Stearns Road past the carwash and coming up to the intersection on Route 59, you will recall that there is a driveway into the Home Depot Subdivision that goes around and the convenience store would be where the Sonic is now. We could not build the large store because it would not fit. We are using our smaller prototype, which is still not small by industry standards. It is 4,700 square feet. It will be a very nice convenience store. It has doors on the front and the back. We have additional parking on the back and eventually, when we get around to having standard EV charging stations and vehicles that can charge quickly, we think we will probably put EV charging stations in the back. Because of the size of the store, it has the capability of being modified later when we get EV charging stations where people can do something else in the convenience store and sit for 20 minutes while their car charges. That is one of the things we are thinking about for the future when we start moving away from petroleum-based automobiles and transportation. The canopy posts are clad with the same material that the building is done with. **B. Bucaro** I think it is a very nice-looking building and certainly an improvement from what is there now. As you indicated, there are some unique circumstances that you are working around. I think it is a good plan. **C. Deveaux** will there be a car wash? **R. McMahon** no. It is prohibited because there is



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already a carwash at the Home Depot shopping center. There is a restrictive covenant that protects them from having competition. **G. Koziol** asked, have you done parking on both sides before? **R. McMahon** we have done that once before in Omaha and we are planning to do it again in Lisle. **G. Koziol** your comment about possible charging stations in the future, I think you looking forward is fascinating and a good thing to have. It would be quite a feather in your cap to say that you have these charging stations. **R. McMahon** we think it would also be a plus for Bartlett to be known as moving toward EV vehicles. We want it to be available in the future. It will create a major shake-out in our industry because if you have to sit for 20 minutes while your car is being charged that eliminates about 90 existing petroleum stations right now from use because what are those folks going to do in a small store? In a larger store, we can reconfigure the inside with tables for a library or coffee shop where people can sit for 20 minutes and conduct business while they are getting charged. **G. Koziol** this would be a win-win for the consumer and for Bucky's. **R. McMahon** yes, we believe so. **M. Werden** this is very innovative and essentially makes the whole concept a lot smaller than a lot of your other stations. **R. McMahon** we do have two types in the Chicago area, the one we are showing here and the larger one. **M. Werden** what kind of signage will there be on Route 59. **R. McMahon** we are proposing a monument sign with landscaping around it. **G. Koziol** the landscape plan only shows one tree along Route 59. Is there a reason for that? **R. McMahon** there are several reasons. There is a hardship put upon us with IDOTs taking, constraints of the lot lines, and the driveway areas between the curbs and the dispensers. Originally, we had proposed no trees and then worked with Staff to add one. We would have conflicts with visibility and utilities if we were to put in more trees. We are not changing any of the Home Depot driveways that go between Sonic and ourselves or the shopping center and this new strip center. Those are all staying untouched. **M. Sarwas** I can see that you really would not have room for more trees on that side. **R. McMahon** there are currently deciduous shrubs and evergreens. We plan on keeping all of the deciduous shrubs, removing the evergreens and replacing them with feather grass. The idea being that the evergreens have gotten overgrown since they have been put in and if we were to cut them back, they would look stumpy. I have carefully looked at those evergreens and I just feel they need to go because they will not look very good. They have not been trimmed since they have been put in and we would like to have something new. **M. Werden** what are the small black markings on the far-right corner on the landscape drawing? **R. McMahon** those would be ornamental grasses. **C. Deveaux** do you know how long it will take for the project to be complete? **R. McMahon** we would begin in the spring, probably April, and can have it completed in four months. We might get it done sooner. I am advocating to the people in Omaha that they consider raising the Sonic and keeping the gas station running because of the difference in the lot lines. That way they could get a head start on building the building while we are still working the gas station and then take out the gas station and tanks. We certainly want to get this done as quickly as possible. **C. Deveaux** the less disruption in that intersection the better. **R. McMahon** we certainly do not want to buy the Sonic and then have it just sit there. That is not how we grew. **B. Bucaro** is there a sidewalk all around the site? **R. McMahon** yes. **M. Werden** I like the large amount of green space and open space.

M. Werden opened the Public Hearing portion of the meeting. No one came forward.

C. Deveaux made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#20-08) Bucky's on Stearns** variations for a 34-foot reduction from the required 60-foot corner side yard (fuel canopy-W. Stearns Rd), a 25-foot reduction from the required 60-foot front yard



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(fuel canopy – Route 59) and to reduce the interior parkway landscape requirements (Route 59 & Stearns Rd) subject to the conditions and Findings of Fact outlined in the Staff report.

Motioned by: C. Deveaux

Seconded by: J. Banno

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

Roll Call

Ayes: J. Banno, B. Bucaro, G. Koziol, M. Sarwas, C. Deveaux, and M. Werden

Nays: None

The motion carried.



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(#20-08) Bucky's on Stearns

Site Plan Review

Special Use Permits:

- A. To allow an automobile service station
- B. To sell package liquor
- C. To allow outdoor sales

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

D. Gunsteen *recused himself from the discussion.*

K. Stone This property was annexed into the Village of Bartlett and was rezoned to the Commercial District by Ordinance 1963-07. During the comprehensive rezoning of the Village in 1978, the property was rezoned to the B-4 Community Shopping District. Automobile service stations were listed as permitted uses in the 1978 Zoning Ordinance. The Mobil gas station was issued a building permit in 1982. The 1983 Zoning Ordinance Amendment listed automobile service stations as a Special Uses in the B-4 Community Shopping District, which makes the existing Mobil gas station a nonconforming use. The Petitioner is requesting Site Plan Review for a proposed Bucky's convenience store and gas station on two lots, which are currently a Mobil and Sonic at the southwest corner of Route 59 and Stearns Road. The 4,700 square foot convenience store would be located on Lot 4 of the Home Depot Subdivision. The 10 pump islands, fuel canopy and fuel tanks will be located on the existing Mobil site. The existing Mobil building, fuel canopy, and Sonic drive-in will be demolished. The existing underground fuel tanks will be removed and replaced in accordance with the State Fire Marshall's standards. The Village's Environmental Consultant has provided recommendations to protect the soil and groundwater associated with the tank removal and redevelopment of the site. The Petitioner is requesting three Special Use Permits; for an automobile service station to bring the existing use into conformance, to sell packaged liquor, and for outdoor sales. The new convenience store would be oriented towards Route 59 and would operate 24 hours, seven days a week. The building would be accessible to patrons from both the east and west sides of the building. It would have a maximum height of 22 feet and be constructed with concrete masonry units that have the appearance of brown brick and fiber cement panels in three earth tones. A decorative metal canopy is located over the entrance of the convenience store. The posts for the fuel canopy are wrapped with the same material as the building. The existing gas station originally had three full access curb cuts; two on Route 59 and one on Stearns Rd. Sonic has not had direct access to Stearns Road. The northernmost curb cut on Route 59 was eliminated during the IDOT intersection road improvements and the remaining curb cut became a right-in/right-out due to the construction of a barrier median. At the request of DuPage County Highway, the curb cut on Stearns Road will be moved further west from the Route 59 intersection. It will also function as a right-in/right-out since a barrier median is in place along Stearns Road. The site is also accessible on Stearns Road from the full access curb cut for the internal access drive in the Home Depot Subdivision and via two existing cross access points from the parking lot to the



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south. The Petitioner has submitted plans to IDOT and DuPage County Highway Department for their review and they in addition to the Village's Traffic Consultant have approved and signed off on the curb cut locations as shown on the Site Plan.

The Petitioner is requesting two setback variations for the fuel canopy as well as a reduction in the interior parkway landscaping requirements. The Zoning Board of Appeals conducted the Public Hearing and recommended approval at their November 5, 2020 meeting. The Zoning Ordinance requires a total of 33 spaces and the Petitioner is providing 35 spaces. The Landscape Plan is under review by the Staff. The Photometric Plan is also under review. The Plan indicates the light fixtures under the fuel canopy will be recessed into the canopy as requested by Staff. Staff recommends approval of the Petitioner's requests for a Site Plan and Special Use Permits subject to the conditions and Findings of Fact outlined in the Staff report. We would like to make one change to Condition G. The Petitioner and our Traffic Consultant and Staff talked today about the fuel tank deliveries. The Petitioner said that they feel that with the existing gas station they have not had a problem with tanker deliveries having to have their time restricted. The Village's Traffic Engineer said she would be willing to remove that condition provided the Petitioner works with Staff in the future if traffic circulation on the site becomes a problem. The Petitioner has agreed that if it becomes a problem, they would be willing to address this with Staff in the future, but does not want limit himself to those restrictions at this time. The Petitioner is present if you have any questions for him or for Staff.

The Petitioner, **Richard McMahon** on behalf of Buchanan Energy came forward and was sworn in by **J. Lemberg**. **R. McMahon** stated that the existing Mobil site was about 33,600 square feet before IDOTs taking. IDOT took a lot of the green area from the front. The Mobil site, which was built in 1982 preceded the Home Depot Subdivision. Home Depot has restrictions in their REA that defines petroleum products as a hazardous substance. We have designed this so that we will not have any fuel tanks or piping on what is currently Lot 4. When this is done, it will be essentially two lots that are zoned the same. The convenience store will be on the Sonic lot and all of the gas station canopy and underground fuel tanks will all be on what exists right now as the Mobil lot. We will be planting feather grass on the front corner where it is quite narrow. We wanted to have more front green space, but we could not because of the IDOT taking and the need to keep the canopy and fuel dispensing equipment off the Home Depot lot. We have minimum distances to have good internal circulation for when people come in in the morning with landscaping trailers, etc. The new canopy will be located where the existing canopy is. We are not moving the canopy closer to the street. Our building would be just across the property line and on part of the Sonic lot with parking in the back. Beyond the parking on the west side, there is an area that is currently concrete that we will be changing to grass. The total square footage of the lot is about 76,000 square feet and 31% of the lot would be green space in the back rather than the front, but we are constrained and that is why we are asking for the variations. The parking in the back could be reserved for EV charging in the future. We want to be able to allow Bartlett to be one of the first communities in Illinois to have charging stations. We are able to do that because our store is larger than the typical convenience store. We will be able to reorient the inside of the store and redesign what we do inside the store so that people can come in and spend 20 minutes doing something in the store while they are using the EV charging stations. We are also asking for Special Use for outside displays. We are not allowed under the REA as it exists now to have propane because Home Depot has written that out as a competitive item for sale. We would



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like the right to have propane should Home Depot ever allow us to have it in addition to the seasonal items we are asking for. All the water that falls on the canopy and roof to the building will go into the storm sewers and any water on the driveway would go into a collection system that goes through a downstream defender before it goes into the storm sewer as required by DuPage County. We would maintain that every six months. The underground tanks were installed in 1982 and it is time that they come out. We will put in new state-of-the-art tanks. The tanks are doubled walled with interstitial space between the double walls. There are sensors that detect fuel or water going into that area so that if there are leaks, the sensors detect that and shut down the whole system. The piping is also double walled. It will be a major improvement over what is currently there. These tanks have a 30-year warranty. The manufacturer has never had a claim against them for an improperly installed tank here in the United States. There are monitoring wells and observation wells that will be put in because that is part of the environmental cleanup of the existing tank. The computers will actually test the pressure on the tanks every night. The installer will have to meet certifications and the State Fire Marshall will be there when the old tanks come out and when the new tanks go in. **T. Ridenour** what is the restriction that keeps you from moving the whole project to the west? **R. McMahan** we cannot put any motor fuel on the Home Depot lot. It is a hazardous substance prohibited by the REA. **T. Ridenour** do you have motor fuel all the way up to the face of the retail building? **R. McMahan** the tanks are by the road and the motor fuel goes from the tanks to the dispensers underneath the canopy. **M. Hopkins** what stops you from pushing the whole thing 10 feet west if motor fuel will not will not cross that line? **R. McMahan** we looked at it and felt that it was best to not get involved with the Home Depot REA with anything to do with gas. It is an open issue so we have left all of the cross-access points untouched. We did not want to have anything that would be considered hazardous substances on their site and while the pipelines are not there now, we did not want to leave any room for interpretation for that. **M. Hopkins** it seems like you should ask. **R. McMahan** we have been asking on other things. It is one of the reasons I am here and that it has been so long since I originally started working on this. Home Depot is very reluctant to provide any answers very quickly and they cannot even give us permission on that. I would have to get permission from all of the other people on the site too. **M. Hopkins** if you do not have any motor fuel, it is not making sense to me that the line that is at the face of the building at the old Mobil lot, it seems like that is not where the motor fuel dispensing is. **R. McMahan** the lot is a gasoline lot. The soil is considered separately. It is not just a question of whether or not the fuel lines are there, it is the use. **M. Hopkins** there is parking there so if everything moved 10 feet to the west, that line would not get out of the parking spaces. I just do not understand the rationale here. **T. Ridenour** can you move the canopy 10 feet to the west or not, which would mean you would have to move the building 10 feet to the west and still be in compliance with the fuel tank storage and not be on the Home Depot lot? **R. McMahan** no, we feel that would be causing Lot 4 to be used for motor fuel and all of the attendant issues that would come up with that. We are just trying to keep it clean. We are keeping the convenience store on the Lot 4 where it is a permitted use underneath the REA and we are keeping anything to do with petroleum off of the Home Depot lot. **T. Ridenour** we understand that you do not want any fuel on the western lot, but the question is, can you move the canopies and pumps 10 feet to the west and still be in compliance? **R. McMahan** no, because Lot 4 is being kept free of any motor fuel and we are keeping all of the motor fuel on the other lot because we have to register that lot with the State Fire Marshall. It is a lot that has contamination on it and we are keeping it separate for that reason. **M. Hopkins** you are not moving the contamination west. You have a sidewalk and parking. What difference does it make where that falls on the property line if the tanks



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and the dispensing remain on the Mobil lot? **R. McMahon** it is the use. A lot that is contaminated as is the existing Mobil lot brings in a lot of other different issues and we just want to keep them separate. **M. Hopkins** there is vapor mitigation in the environmental report. Are there other reasons that stop you from doing it? It just does not make sense to me at present **R. McMahon** legally, we want to keep it clean and we also felt that the canopy is not moving from where the existing canopy is right now either and it is the same line up as the one across the street. **M. Hopkins** before we had the IDOT taking on Route 59 and Stearns Road, we had much more of a significant setback on the BP that we were left with and what we have now is pinched and compromised on the northwest corner with an uncomfortable carriage walk that would feel very dangerous to walk on if you actually had to use it. The geometry is shown on the Site Plan that picks up that corner and shows how the walk is working and the paving area on the northwest corner for comparison. That is not where we started with the project, but that is what we ended up after the IDOT taking. This is a great project, but the corner is very pinched and you have land to the west. I do not hear the real reason why you do not slide this whole thing westward a little bit. **R. McMahon** if that happened we would not be able to do the project. **T. Ridenour** can you move the building 10 feet to the west? **R. McMahon** we would not want to because it would increase the distance people walk from the dispensers under the canopy. **T. Ridenour** if you move the building 10 feet to the west then you should be able to move the canopy 10 feet to the west and still keep all of your gasoline and storage on the Mobil lot. **R. McMahon** we feel that the uses are distinct by not having anything to do with Lot 4 the Home Depot lot. We also feel that we do not want to be beyond where the BP is. We have a tax advantage here in Bartlett from Cook County and we would like people coming south being able to see our canopy and not have it blocked by our competitors. We have not moved the canopy any closer to the road from the existing one right now. **T. Ridenour** is it not closer to the road with the taking of the property? **R. McMahon** I cannot move this. If this project is not approved now before the end of the year, it will not happen because the tax law changes for my seller. My contract with the seller expires on December 28, 2020 and will not be renewed. This is a one time shot. We have worked long and hard on this, and Staff has recommended this. We feel we need to do it this way. I do not have time to go back and change it. **D. Negele** I do think that intersection was compromised when it came to the expansion along Stearns Road. As it is, we limited the side that we have between the sidewalk and the road. If the Petitioner is not moving the canopy any closer, I do not see why we cannot accept that as well. **T. Ridenour** we understand the reasons, we are just not sure whether we are giving up too much green space between the road and the project. **R. McMahon** I do not believe we are giving up green space. We are not taking any green space that is there. We are just not creating more. We feel weighing all of these issues and having as much on the back, which is a vast increase in the amount of green space with the combined lots is more than adequate compensation. **J. Kallas** do you have any intention of putting a carwash there and green space. **R. McMahon** no, the REA, which will not allow a carwash to be built within the Home Depot Subdivision. They allowed one and that is the only one that is there. We are not asking for a car wash. Home Depot has expressly prohibited that. **M. Hopkins** will there be outdoor sales other than washer fluid and propane? **R. McMahon** typically, we only have propane and firewood when it is in season. **M. Hopkins** is there a possibility that this is going to change to a Casey's and will that change the aesthetics and/or the signage? **R. McMahon** yes, and it will change the signage. I do not know about the aesthetics. They would have to come back and talk to the Village to do that. **M. Hopkins** you would not change the overall character. **R. McMahon** no, we would not. As it is approved right now is how it would be built. **J. Lemberg** does the Village have a definition



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that is different between a service station and a gas station or are they the same? **K. Stone** we do not have "gas station" listed as a use in our Zoning Ordinance so we use "automobile service station". **R. Grill** we are planning to update our commercial chapter in the Zoning Ordinance and that will be changed. We feel it is outdated terminology. **R. McMahon** I do see that is a problem in a lot of communities. **J. Lemberg** on the Site Plan, they are connecting a driveway from the southern driveway exit to the driveway that goes to Home Depot. Does the Village expect people coming out of Home Depot to increase traffic on that driveway so that they do not have to go up to the traffic light and turn right to go south? **K. Stone** our Traffic Consultant did not have any concern with the amount of traffic utilizing that curb cut. DuPage County had some concerns with the traffic coming north from where the Starbucks is and trying to get into the left turn lanes to make a left onto Route 59, but there were no concerns about cars using that as an access point. Staff supports having cross-access easements throughout developments like this.

J. Lemberg opened the Public Hearing portion of the meeting. No one came forward.

J. Miaso made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#20-08) Bucky's on Stearns** Site Plan Review and Special Use Permits to allow an automobile station, to sell package liquor, and to allow outdoor sales subject to the conditions including revised Condition G and Findings of Fact outlined in the Staff report.

Motioned by: J. Miaso

Seconded by: M. Hopkins

J. Lemberg closed the Public Hearing portion of the meeting.

Roll Call

Ayes: J. Kallas, M. Hopkins, J. Miaso, D. Negele, and T. Ridenour

Nays: None

The motion carried.

Buck's Inc.

2500 BRICKVALE ROAD, ELK GROVE VILLAGE, IL 60007

(402) 718-6724

RMcMahon@BuchananEnergy.com

5 June 2020

President Kevin Wallace and Members of the Board of Trustees
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

Dear President Wallace;

Buck's Inc., as the development arm of Buchanan Energy, is applying for the necessary Village entitlements to allow us to raze and rebuild the Mobil branded c-store we own on the southwest corner of the intersection of IL 59 and Stearns Road.

After the recent IDOT right of way takings the existing store, built in 1982, now sits on a lot containing only 30,000 s.f. which is far too small for a modern convenience store with fuel sales. To solve this problem, Buck's Inc. has entered into a contract to purchase the neighboring Sonic property which will add approximately 42,000 square feet.

For over a year, engineers and architects have designed and redesigned the site plan to keep all gasoline infrastructure on our Mobil lot and entirely off the Sonic lot which shall remain part of the Home Depot Subdivision and therefore is subject to the Home Depot Subdivision covenants. This site plan we are presenting positions the convenience store entirely on the Home Depot Lot 4 and keeps all fuel tanks and piping isolated on our Mobil lot. We have retained all the existing interior cross access points, the driveway on IL 59 recently rebuilt by IDOT, and we plan to move the Stearns Road driveway recently rebuilt by IDOT further west away from the intersection.

Stormwater management on the Mobil lot will be handled entirely on the Mobil lot and stormwater on the Sonic lot will continue to be managed as part of the Home Depot subdivision.

The 38 year old fuel storage tanks and all piping will be completely removed and any soil contamination discovered shall be remediated under the auspices of both the State Fire Marshall and the Illinois EPA. The new fuel tanks and piping will be state-of-the-art double walled systems.

The existing 690 s.f. convenience store with 6 fuel dispensers will be replaced by a 4,700 s.f. convenience store with 10 fuel dispensers reflecting the new dynamism of the neighborhood. When the store was built in 1982 Stearns Road carried little traffic west and hosted a Clark gas station on the northeast corner on what is now the Walgreen's pharmacy.

To make this happen we are requesting a Special Use for an automobile service station, package liquor sales, outdoor sales for propane and seasonal items and certain variations to the Village setback, signage, and landscape requirements.

We believe these improvements shall be a positive contribution to the community on many different levels.

FOR THE COMPANY:



Richard J. McMahon



**VILLAGE OF BARTLETT
DEVELOPMENT APPLICATION
REVISED AND RESUBMITTED**

For Office Use Only
Case # 2020-08
RECEIVED
SEP 25 2020
**PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT**

PROJECT NAME Bucky's on Stearns Road

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Richard McMahon

Street Address: 2500 Brickvale Drive

City, State: Elk Grove Village, IL

Zip Code: 60007

Email Address: _____

Phone Number: _____

Preferred Method to be contacted: Email

PROPERTY OWNER INFORMATION

Name: Two Owners (See Attached)

Street Address: _____

City, State: _____

Zip Code: _____

Phone Number: _____

OWNER'S SIGNATURE: _____ **Date:** _____

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

ACTION REQUESTED (Please check all that apply)

- Annexation
 - PUD (preliminary)
 - PUD (final)
 - Subdivision (preliminary)
 - Subdivision (final)
 - Site Plan (please describe use: commercial, industrial, square footage):
Neighborhood Shopping- 4,700 s.f. retail
 - Unified Business Center Sign Plan
 - Other (please describe) _____
- Text Amendment
 - Rezoning See Dropdown to See Dropdown
 - Special Use for: Automobile Service Station, Package Liquor sales, outdoor sales
 - Variation: Setbacks, and Landscaping

SIGN PLAN REQUIRED? Yes

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

PROPERTY INFORMATION

Common Address/General Location of Property: 900 S. Rt. 59 and 1121 W. Stearns Rd.

Property Index Number ("Tax PIN"/"Parcel ID"): 01-04-403-029 and 01-04-403-035

Zoning: Existing: B-4
(Refer to Official Zoning Map)

Land Use: Existing: Commercial

Proposed: B-4

Proposed: Commercial

Comprehensive Plan Designation for this Property: Commercial
(Refer to Future Land Use Map)

Acreage: 1.75

For PUD's and Subdivisions:

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

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

Attorney Richard McMahon, Buck's Inc.
2500 Brickvale Rd., Elk Grove Village, IL 60007
RMcMahon@BuchananEnergy.com

Engineer Steve Kudwa, Craig Knoche & Associates
24 N. Bennett, Geneva, IL 60134
KudwaS@crk-eng.com

Other _____

FINDINGS OF FACT FOR SITE PLANS

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. The proposed use is a permitted use in the district in which the property is located.

The proposed 4,700 s.f. convenience store is a permitted use in the B-4 zoning district (10-6D-3) and retail motor fuel sales through an automobile service station is a special use (10-6D-4).

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

The proposed development will replace an existing automobile service station with ancillary convenience store built in 1982 and is designed to be compatible with surrounding land uses. All existing cross access points into the surrounding Home Depot subdivision shall remain, and parking, lighting, drainage are designed to not only meet Village standards but to comply with the Home Depot Restrictive Covenants and Easement Agreement. The proposed development will have minimal impact upon adjacent land uses.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

The access driveway onto IL 59 is unchanged from what IDOT recently installed during the intersection redesign. The proposed driveway onto Stearns will be safer than the new driveway constructed during the intersection redesign in that it is moved further west from IL 59. Traffic circulation within the site and onto adjacent private driveways is safe and provides efficient and convenient movement of traffic. Cross access points with the Home Depot center shall be maintained.

4. The site plan provides for the safe movement of pedestrians within the site.

The open unobstructed site plan provides clear visibility of those customers choosing to walk from their vehicles at the fuel pumps to the convenience store. Adequate parking for non-fuel customers is provided at both the east and west entrances to the c-store.

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

The site is designed to provide a pleasing appearance to the public consistent with the unique functional activities within this proposed development as a high-volume service station/gas station. Any deviations from the strict adherence with Chapter 10-11A are being sought through requested variations. (see Chapter 10-11A-4C and 10-11A-4E) Despite the IDOT takings along both Stearns and IL 59, total provided green space on the property is 31.6% of the total site (23,104 sf/73,229 sf)

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

The trash dumpster and outdoor storage enclosure shall be screened in accordance with the Village's regulations.

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The location has been operated as an automobile service station since 1982. The current facility is functionally and aesthetically obsolete both above and below ground. The proposed raze and rebuild including a 4,700 s.f. convenience store will allow the petitioner to continue to serve the public at this high traffic key intersection with the same conveniences but through a modern, updated facility including the potential to host EV charging in the future.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The proposed development, surrounded with B-4 and B-3 commercial uses, will enhance the surrounding property values. Replacing the 38 year old underground petroleum storage tanks and piping with state-of-the-art double walled tanks and piping with alarm sensors and automatic shutoff systems will be safer for the environment than than the current facility.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The proposed Special Use as an automobile service station will conform with the regulations and conditions specified in the Village B-4 Community Shopping District which is intended to be located at the intersection of two (2) arterials for the express purpose of providing for community shopping needs of persons residing throughout the Village and surrounding municipalities.

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Large well managed convenience stores coupled with retail motor fuel sales provide a necessary public service to the community. The distinction between such a facility and a pharmacy is increasingly recognized as a distinction without a difference.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

The requested special use for alcohol sales in a large 4,700 s.f. c-store will not be detrimental to the health, safety, morals, or general welfare of persons living and working in the area as is evidenced by the petitioner's faithful adherence to recent ordinance amendments in Carol Stream and in Wheaton allowing the petitioner to sell package alcohol in convenience stores with retail motor fuel sales recently razed and rebuilt within those communities.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Adherence to the Village ordinances governing the sale of package liquor is a trust taken seriously by Steve Buchanan, the founder and owner of Buck's Inc. This is best evidenced by the record and the daily actions of the company and its employees.

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Convenience stores by their nature are where the public purchases propane and seasonal items because these items can be easily and safely loaded into their vehicles. Other convenience stores in the area also provide this service and failure to allow this expected public service would put this project at a competitive disadvantage.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

Offering this service to the public shall not be detrimental to the health, safety, morals, or general welfare of those living and working in the vicinity and shall not be detrimental to property values or improvements in the vicinity.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The proposed Special Uses shall conform with the regulations and conditions specified in this Title.

FINDINGS OF FACT FOR VARIATIONS

Yard

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

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

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

The Home Depot Restrictive Covenants prohibit underground storage tanks (Sec. 10.02). The design of this project keeps the underground storage tanks and all petroleum infrastructure on the legal lot currently used by the petitioner as an automobile service station. This lot is outside the Home Depot subdivision. The convenience store is sited on the legal lot which is a part of the HD subdivision. In addition, the recent IDOT takings for the expansion of the intersection reduced the size of both lots. Strict application of the Village setback requirements would cause abandonment of the project.

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

The unique legal status of the Buck's lot as a automobile service station outside but adjacent to the Home Depot subdivision being co-developed with the Sonic lot inside the Home Depot subdivision is unique to any other B-4 properties within the Village.

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

The age of the existing gas station on the Buck's lot, built in 1982, with outdated fuel storage and dispensing infrastructure is the primary driver of the request for the redevelopment.

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

The difficulties and hardships in adhering to the ordinance has not been created by any person presently having an interest in the property.

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

The granting of the proposed building and canopy setback variations will have no detriment to the neighboring properties nor to the public health. The granting of these variations will allow the complete rebuilding of an old facility with aged petroleum infrastructure and the cleanup of any latent environmental issues discovered during the construction.

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

The proposed building and canopy setback variations will not impair the adequate supply of light and air to the adjacent property. They will not in any way increase congestion in the public streets, nor increase the danger of fire, endanger public safety, or diminish or impair property values in the adjacent neighborhood.

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

The granting of the proposed building and canopy setback variations will not confer any special privilege denied to other lands, structures or buildings in the same district.

FINDINGS OF FACT FOR VARIATIONS

Landscape

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

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

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

Strict application of the 25' interior parkway and 4' wide foundation planting requirements would make the property incapable of redevelopment because of the unique physical constraints resulting from the IDOT intersection-widening and the legal constraints imposed by the Covenants and Restrictions of the Home Depot subdivision. The design solutions presented combining narrower foundation planting areas and landscape urns represent an attempt to achieve the Village's goals by alternative methods recently used in the development of the retail strip center immediately adjacent.

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

The situation wherein the Buck's lot outside but adjacent to the Home Depot subdivision is being co-developed with the Sonic lot inside the Home Depot subdivision is unique to any other B-4 properties within the Village. This has governed the layout design of the project.

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

The age of the existing gas station on the Buck's lot, built in 1982, with outdated fuel storage and dispensing infrastructure is the primary driver of the request for the redevelopment.

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

The difficulties and hardships in strictly adhering to the ordinance is a result of the IDOT takings and the Home Depot subdivision requirements were not created by any person presently having an interest in the property.

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

The granting of the interior parkway setback variation and the foundation planting variation will have no detriment to the neighboring properties nor to the public health. The granting of these variations will allow the complete rebuilding of an old facility with aged petroleum infrastructure and the cleanup of any latent environmental issues discovered during the construction.

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

The proposed interior parkway setback variation and the foundation planting variation will not impair the adequate supply of light and air to the adjacent property. They will not in any way increase congestion in the public streets, nor increase the danger of fire, endanger public safety, or diminish or impair property values in the adjacent neighborhood.

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

The granting of the proposed interior parkway setback variation and the foundation planting variation will not confer any special privilege denied to other lands, structures or buildings in the same district.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: Richard J. McMahon, Attorney-in-fact

PRINT NAME: Richard J. McMahon

DATE: 25 September 2020

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: Buck's Inc. c/o Richard McMahon

ADDRESS: 2500 Brickvale Drive, Elk Grove Village, IL 60007

PHONE NUMBER: 402-718-6724

EMAIL: RMcMahon@BuchananEnergy.com

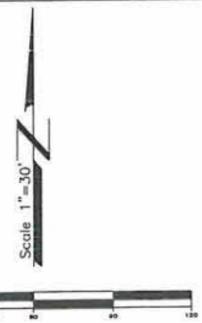
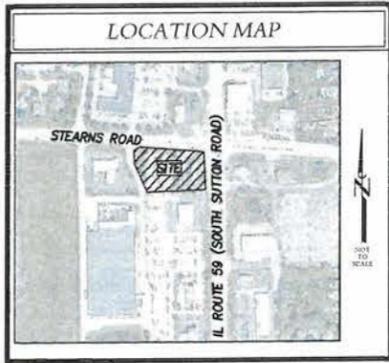
SIGNATURE: Richard J. McMahon Attorney-in-fact

DATE: 25 September 2020

LOCATION MAP

20-08 Bucky's on Stearns
PINs: 01-23-403-403 & 01-04-403-035
Site Plan, Special Use Permits, Variations





SITE ANALYSIS

SITE

SW Corner of IL Route 59 (Old Sutton Road) & County Route 29 (Stearns Road)
Bartlett, IL

Proposed Use: Convenience Store/Gas Station (Service Station, Outdoor Merchandise & Storage)

Existing Zoning: B-4 Community Shopping District
Required Zoning: B-4 Community Shopping District

Parcel Area: 73,229 sf ±1.68 Acres

Building Area: 4,700 sf Service Station

Floor Area Ratio: 0.06

Employees: 2 - Service Station

PARKING

Quantity Req'd: 12 = 2,359/200 (1 space for each 200 sf of customer floor area)
1 = 2/2 (1 space for each 2 employees - 2 employees total)
13 Required

Provided: 35 = 33 Standard + 2 ADA

Stall Size Required: 9' x 20' (Standard), 10' x 18' (Standard)
Provided: 9' x 20' (Standard), 16' x 20' (ADA)

Driveway Width Minimum: 24'
Provided: 24'

LEGEND

PROPOSED CURB & GUTTER

EXISTING CURB & GUTTER

PROPERTY LINE

SETBACK LINE

CONCRETE

LIGHTS

DECORATIVE LIGHTING INSTALLED IN BOLLARD

PUMPS

ADA DETECTABLE WARNING STRIP

SIGN LEGEND

(A) MS-1

(B) 24'x36' NORTHBOUND ROUTE 59 TRAFFIC SHALL USE HOME DEPOT ACCESS ONTO STEARNS ROAD

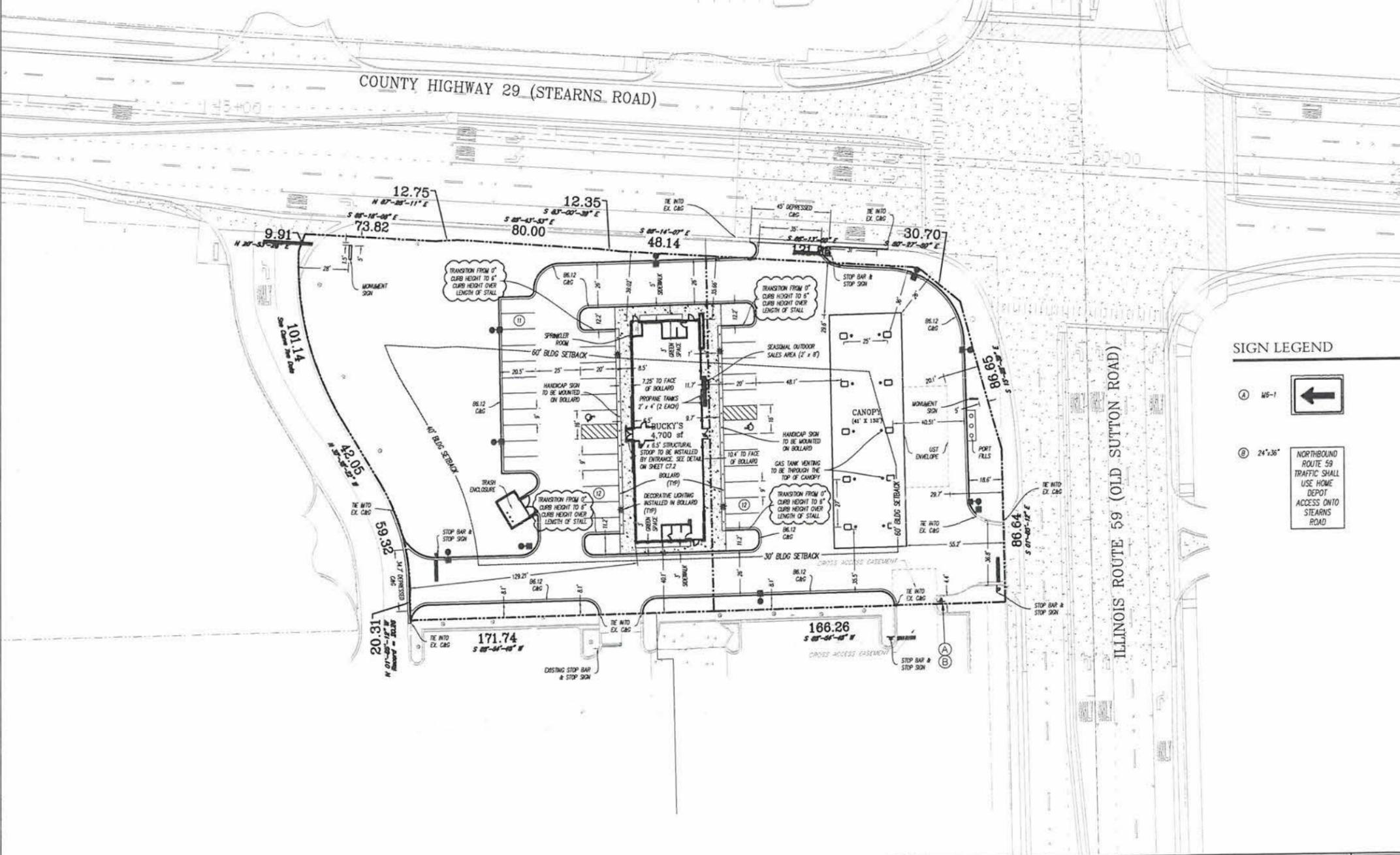
SITE IMPERVIOUS

EXISTING IMPERVIOUS AREA = 54,954 SF OR 1.26 ACRES
PROPOSED IMPERVIOUS AREA = 50,344 SF OR 1.16 ACRES
PROPOSED IMPERVIOUS AREA DECREASE = 4,610 SF OR 0.11 ACRES

VOLUME CONTROL IS NOT REQUIRED FOR THIS DEVELOPMENT PER SECTION 15-64 OF THE DUPAGE COUNTY CSFPD, AS THE NET NEW IMPERVIOUS AREA IS LESS THAN 2,500 SF.

SITE NOTES

- ALL DIMENSIONS ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB RADI ARE BACK OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO STARTING WORK AND NOTIFY ENGINEER IF ANY DISCREPANCIES ARE FOUND.
- SIDEWALK AROUND PERIMETER OF BUILDING SHALL BE WALK/PAVEMENT UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRING ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION.
- SEE DETAILS FOR BITUMINOUS AND CONCRETE PAVEMENT SECTIONS.
- CONTRACTOR TO PROVIDE TEMPORARY TRAFFIC CONTROL MEASURES DURING CONSTRUCTION OF ENTRANCE OF R.O.W. IN ACCORDANCE W/ ILLINOIS D.O.T. REQUIREMENTS.
- ADA HANDICAP RAMP SHALL BE INSTALLED AT ALL LOCATIONS DELINEATED ON PLANS AS WELL AS AT ALL LOCATIONS WHERE SIDEWALK ADJUTS DRIVES OR ROADWAYS.
- CONTRACTOR SHALL COMPARE ARCHITECTURAL AND ENGINEERING PLANS FOR INTERFACE COMPATIBILITY.
- ALL CURB AND GUTTER SHALL BE 06.12 UNLESS OTHERWISE NOTED ON PLANS.
- PAVEMENT STRIPING TO BE WHITE TWO COATS UNLESS OTHERWISE SPECIFIED ON PLANS.



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|---------------------------|
| 5 | 10/26/20 | DOUBLE DOOR ADDED TO REAR |
| 4 | 10/15/20 | PER HOME DEPOT COMMENTS |
| 3 | 9/23/20 | SETBACK MATRIX REMOVED |
| 2 | 9/17/20 | PER DUDD COMMENTS |
| 1 | 7/28/20 | PER VILLAGE COMMENTS |

SITE PLAN

BUCKY'S
SWC IL 59 & STEARNS ROAD
BARTLETT, ILLINOIS

Craig R. Knoche & Associates
Civil Engineers, P.C.

1101 Commercial Drive • Geneva, IL 60134 • phone (630) 445-1270 • fax (630) 445-1275

DATE: 6/2/20
FILE: 19-043 C10
JOB NO: 515
SHEET NO. C1.1

BARTLETT, ILLINOIS

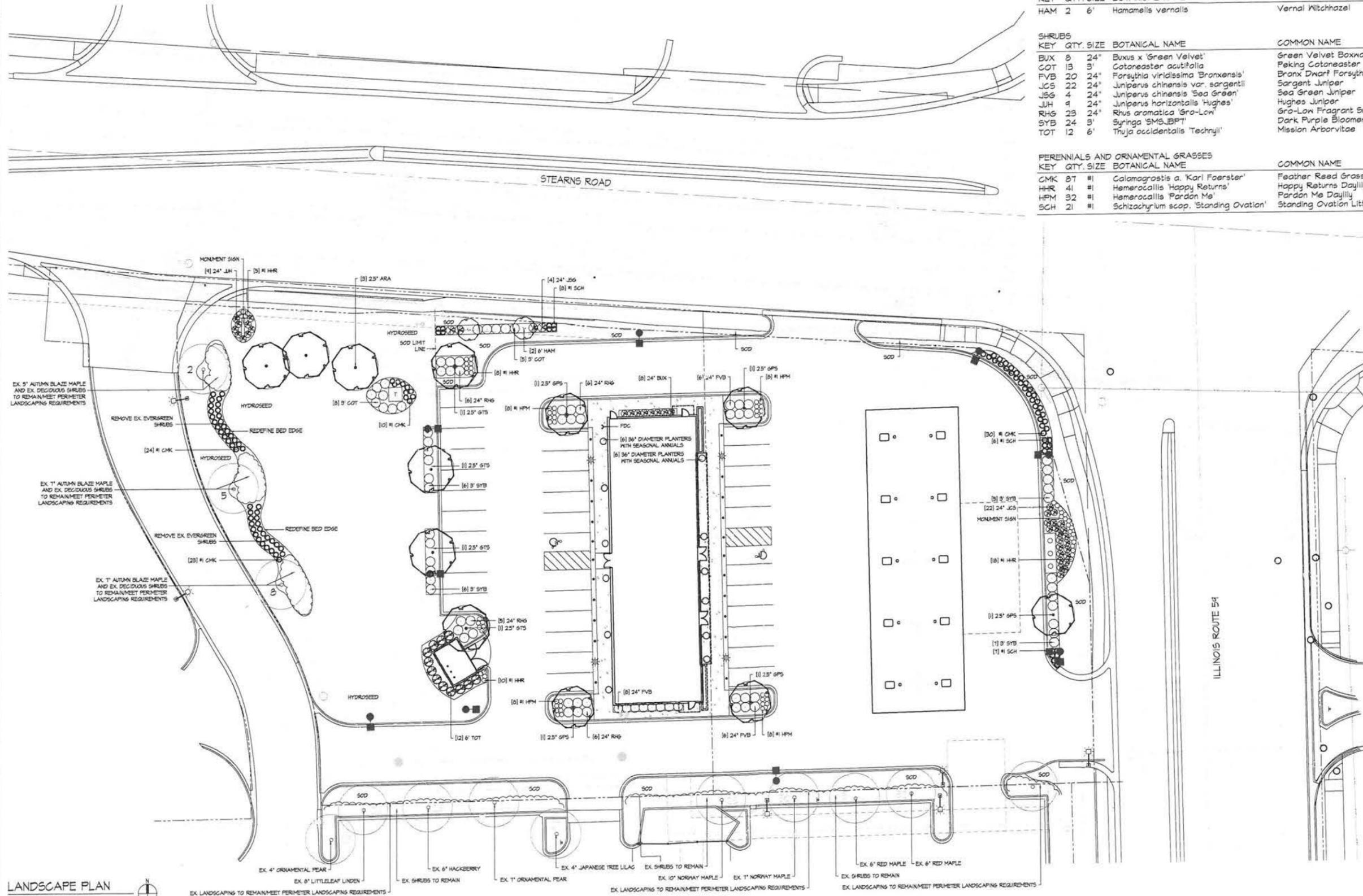
PLANT LIST

| SHADE TREES | | | | |
|-------------|------|------|---|-------------------------------|
| KEY | QTY. | SIZE | BOTANICAL NAME | COMMON NAME |
| ARA | 3 | 25' | <i>Acer rubrum</i> 'Armstrong' | Armstrong Maple |
| GPS | 5 | 25' | <i>Ginkgo biloba</i> 'Princeton Sentry' | Princeton Sentry Ginkgo |
| GTS | 4 | 25' | <i>Gleditsia triacanthos</i> var. 'Skyline' | Skyline Thornless Honeylocust |

| ORNAMENTAL TREES | | | | |
|------------------|------|------|---------------------------|-------------------|
| KEY | QTY. | SIZE | BOTANICAL NAME | COMMON NAME |
| HAM | 2 | 6' | <i>Hamamelis vernalis</i> | Vernal Witchhazel |

| SHRUBS | | | | |
|--------|------|------|---|----------------------------|
| KEY | QTY. | SIZE | BOTANICAL NAME | COMMON NAME |
| BUX | 8 | 24" | <i>Buxus</i> x 'Green Velvet' | Green Velvet Boxwood |
| COT | 13 | 3' | <i>Cotoneaster acutifolia</i> | Peking Cotoneaster |
| FVB | 20 | 24" | <i>Forsythia viridissima</i> 'Bronxensis' | Bronx Dwarf Forsythia |
| JCS | 22 | 24" | <i>Juniperus chinensis</i> var. 'sargentii' | Sargent Juniper |
| JSS | 4 | 24" | <i>Juniperus chinensis</i> 'Sea Green' | Sea Green Juniper |
| JUH | 9 | 24" | <i>Juniperus horizontalis</i> 'Hughes' | Hughes Juniper |
| RHG | 23 | 24" | <i>Rhus aromatica</i> 'Gro-Low' | Gro-Low Fragrant Sumac |
| SYB | 24 | 3' | <i>Syringa</i> 'SMB.BPT' | Dark Purple Blooming Lilac |
| TOT | 12 | 6' | <i>Thuja occidentalis</i> 'Tehnyll' | Mission Arborvitae |

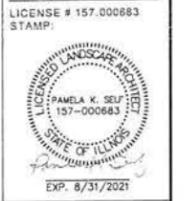
| PERENNIALS AND ORNAMENTAL GRASSES | | | | |
|-----------------------------------|------|------|---|----------------------------------|
| KEY | QTY. | SIZE | BOTANICAL NAME | COMMON NAME |
| CMK | 87 | # | <i>Calamagrostis</i> a. 'Karl Foerster' | Feather Reed Grass |
| HHR | 41 | # | <i>Hemerocallis</i> 'Happy Returns' | Happy Returns Daylily |
| HPM | 32 | # | <i>Hemerocallis</i> 'Pardon Me' | Pardon Me Daylily |
| SCH | 21 | # | <i>Schizachyrium scop.</i> 'Standing Ovation' | Standing Ovation Little Bluestem |



LANDSCAPE PLAN
 SCALE: 1"=20'-0"
 0 10' 20' 30' 40' 60'

CLIENT NAME:
 Buck's Inc.

LANDSCAPE ARCHITECTURE
pamelaself
 202 South Cook Street Ste #214
 Barrington, Illinois 60010
 847-438-1022
 www.pamelaself.com



ARCHITECT:

CIVIL ENGINEER:

GENERAL CONTRACTOR:

BUCKY'S
 900 S. Illinois Route 59 and
 1121 W. Stearns Road
 Bartlett, Illinois

| REVISIONS | No. | Description | Date |
|-----------|-----|----------------------|----------|
| | 1 | Site Plan Revisions | 03.18.20 |
| | 2 | Light Pole Additions | 05.19.20 |
| | 3 | Per Owner Comments | 09.19.20 |
| | 4 | Per Village Comments | 07.29.20 |
| | 5 | Site Plan Revisions | 09.22.20 |
| | 6 | Per Village Comments | 10.27.20 |

Design by: PKS
 Drawn by: KWS
 Checked by:
 Start date: 12.09.2019
 Project no.

LANDSCAPE PLAN

L-1.0

NOT FOR CONSTRUCTION



Google Earth

SWC IL 59 & STEARNS ROAD
Bartlett, IL

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513-574-9500





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5/20/2016

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Bartlett, IL

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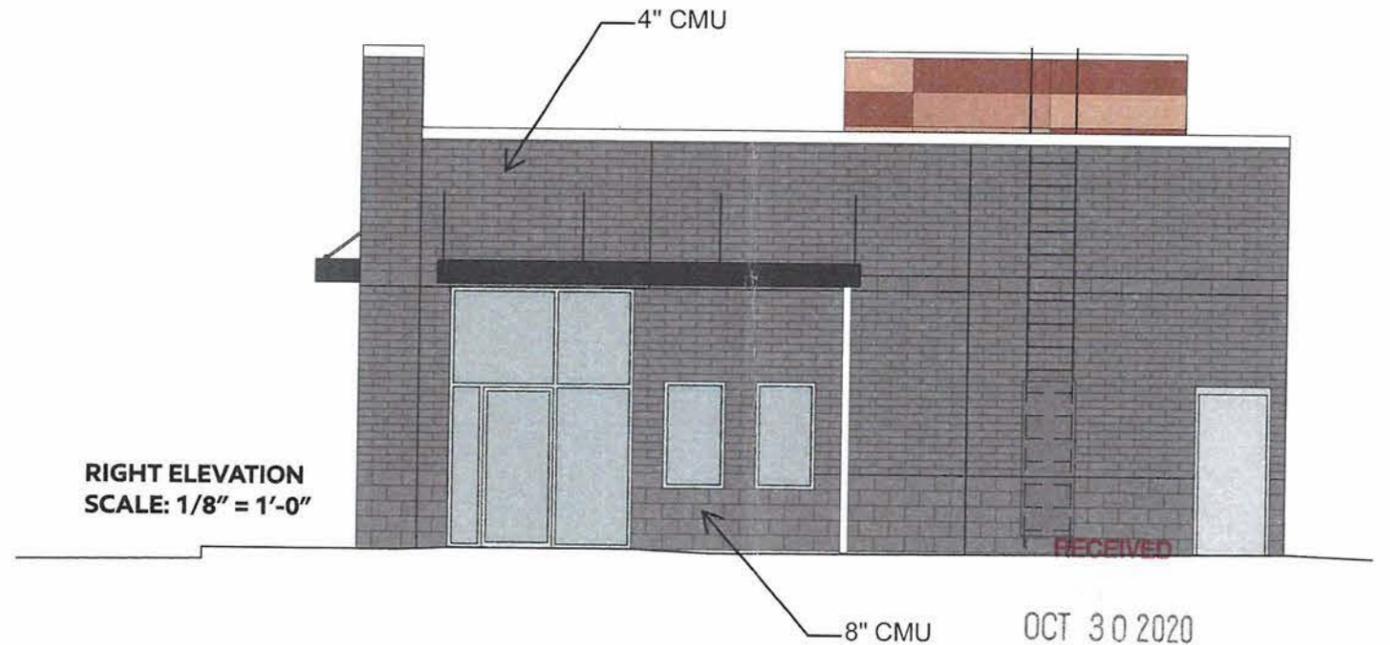
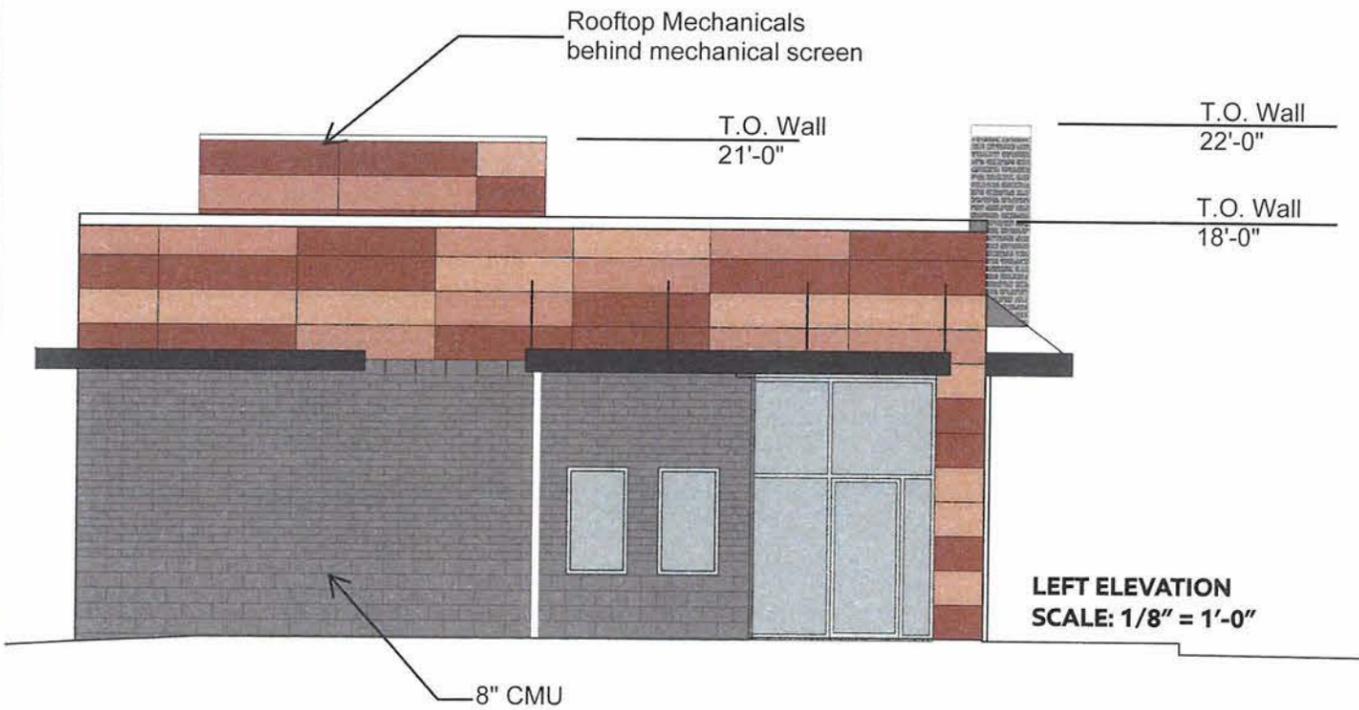
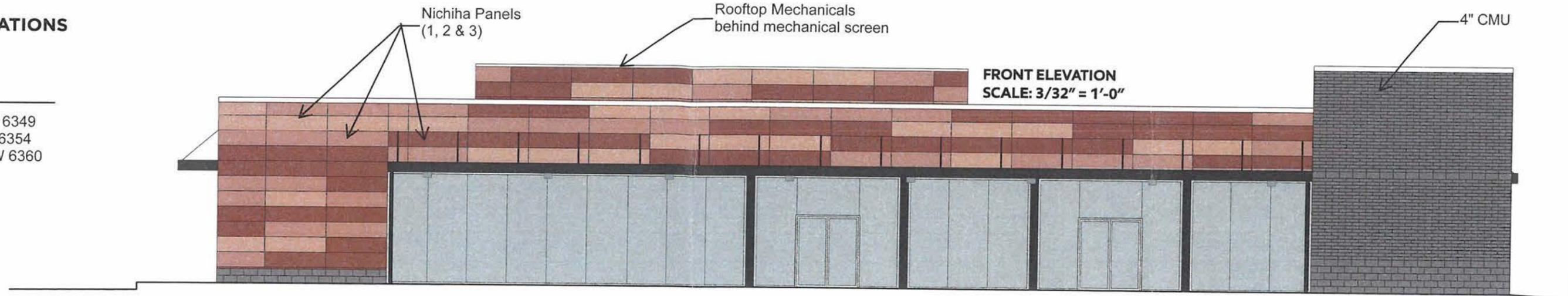
RLA TECHNOLOGY
SOLUTIONS

**STORE #515
BUILDING ELEVATIONS**

NICHIHA PANELS

- (1) - Pennywise - SW 6349
- (2) - Armagnac - SW 6354
- (3) - Folksy Gold - SW 6360

- CMU - BLOCK
- 4" - Mesaba Calm
- 8" - Mesaba Calm



OCT 30 2020
PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT



1120 N 18th Street - Omaha 68102
402.341.6077 • 402.341.7654 fax
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DRAWING # : 125608
PROJECT ID: 23111

SALES PERSON: **Troy Panagiotis**
DRAWN BY: **Pat Hamell**

DATE: 10.08.20
Revised:
DATE: 000000



Store #515
900 S Rt. 59
Bartlett, IL 60103

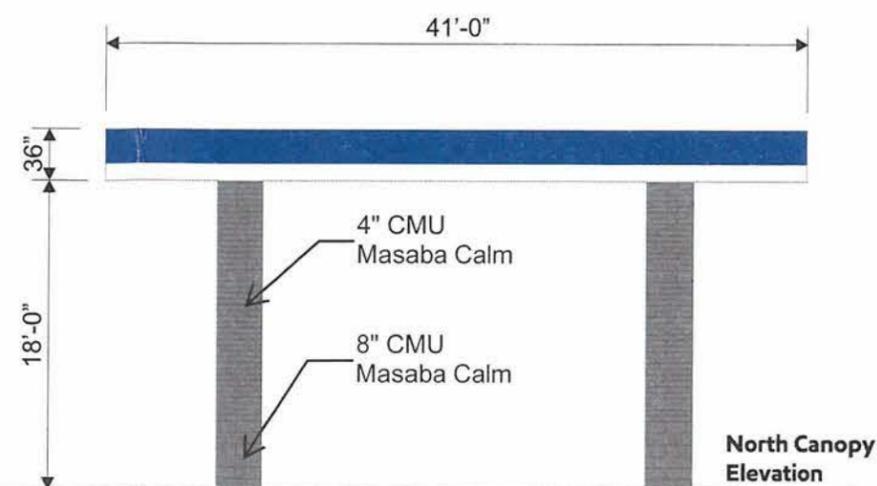
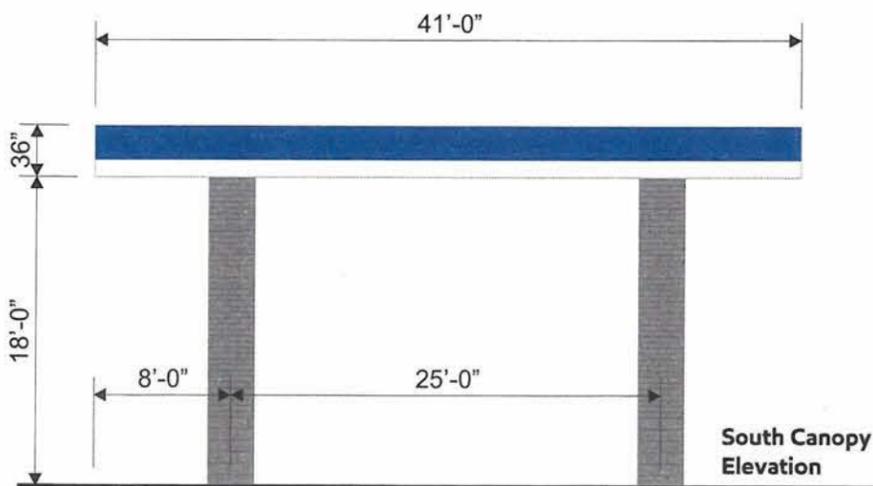
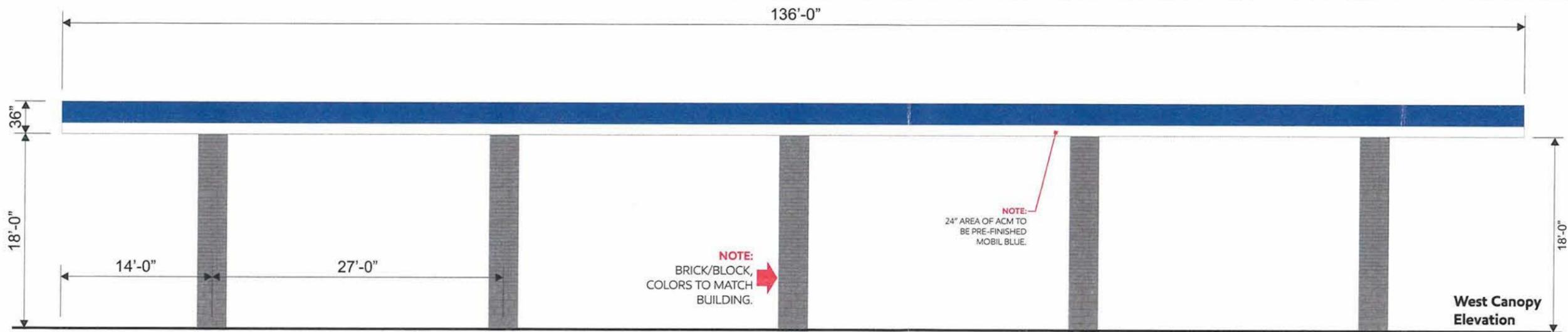
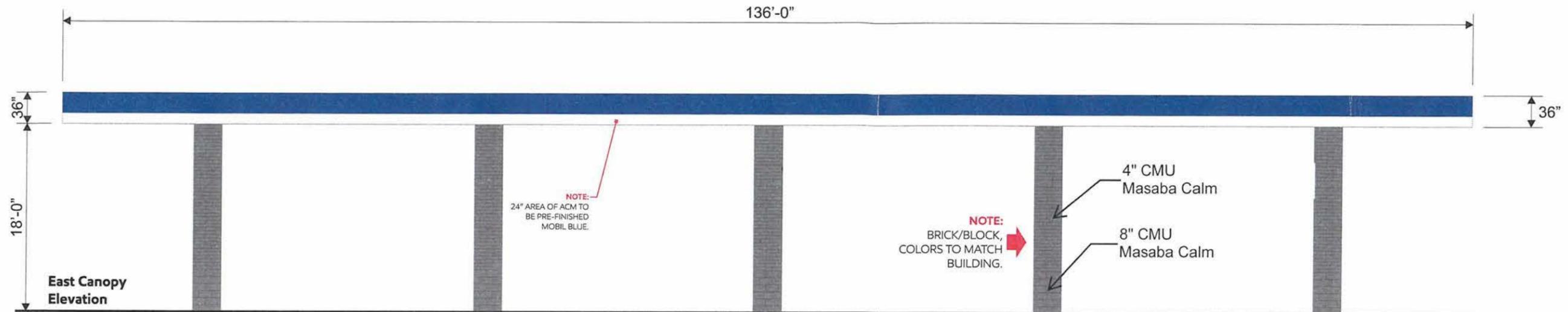
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Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



**STORE #515
GAS CANOPY ELEVATIONS**



1120 N 18th Street • Omaha 68102
402.341.6077 • 402.341.7654 fax
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DRAWING # : 125614
PROJECT ID: 23111

SALES PERSON: **Troy Panagiotis** DATE: 10.09.20
DRAWN BY: **Pat Hamell** Revised: DATE: 000000



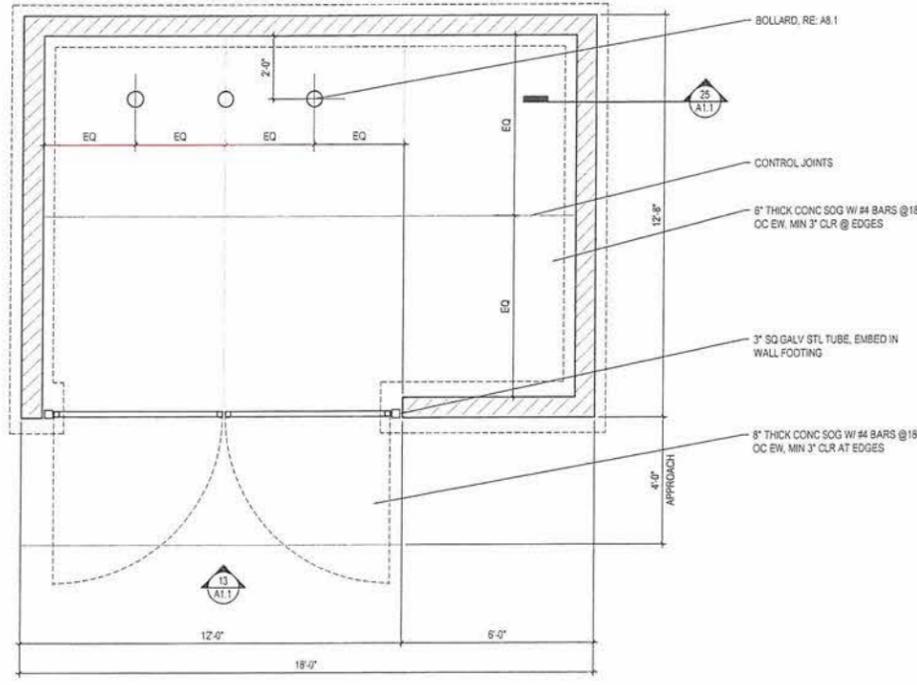
Store #515
900 S Rt. 59
Bartlett, IL 60103

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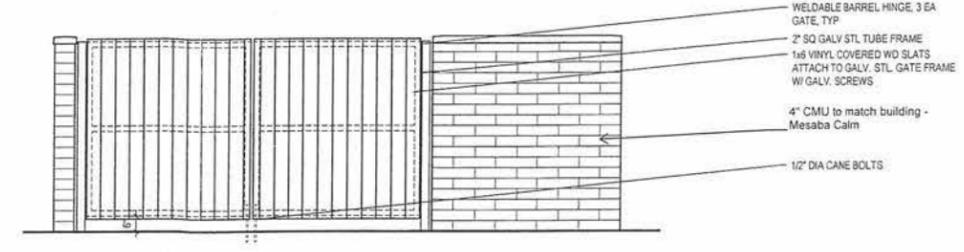
Signed _____ Date _____
Sales Rep. _____ Date _____

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

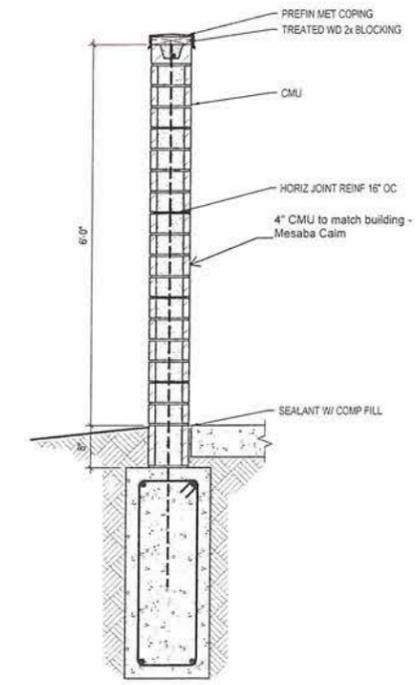




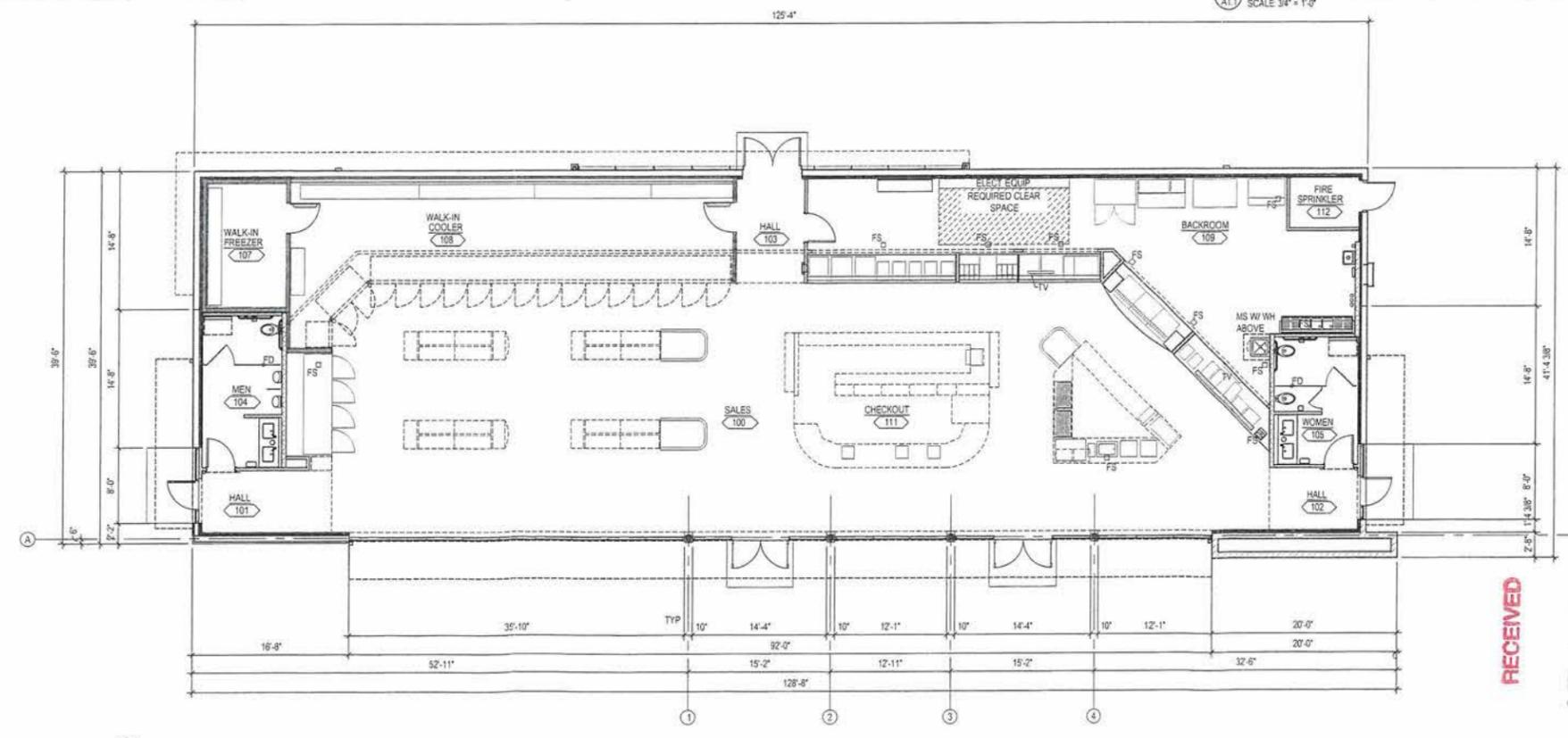
21
A1.1
DUMPSTER SCREEN PLAN
SCALE: 3/8" = 1'-0"



13
A1.1
DUMPSTER SCREEN ELEVATION
SCALE: 3/8" = 1'-0"



25
A1.1
SECTION
SCALE: 3/4" = 1'-0"



REAR
LEFT
RIGHT
FRONT
FLOOR PLAN
SCALE: 1/8" = 1'-0"

RECEIVED
OCT 30 2020

PLANNING & DEVELOPMENT
VILLAGE OF BARTLETT

| Project Number: | Issue Date: | Revisions to the Set: |
|-----------------|--------------------|-----------------------|
| 68 | September 18, 2020 | |

| Checked BY: | Date | No. | Date | No. | Date |
|-------------|------|-----|------|-----|------|
| RWE | | | | | |

Sheet Name:
PRELIMINARY FLOOR PLAN

A1.1

RWE
ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2443 South 156th Circle
Omaha, NE 68130-2503
(402) 330-8287 Fax: (402) 330-8331
email: RWEArchitects@RWEArchitects.com

BUCKYS
HIGHWAY 59 & STEARNS ROAD
BARTLETT, ILLINOIS

PROGRESS PRINT
(NOT FOR CONSTRUCTION)



Deigan & Associates, LLC
Environmental Consultants
Our 22nd Year of Client Service! ~ 1998 to 2020

28835 N Herky Dr. Unit 120
Lake Bluff, Illinois 60044
Phone 847.578.5000
Fax 847.549.3242

www.deiganassociates.com

June 17, 2020

Village of Bartlett
Planning & Development Services
Attn: Kristy Stone, Village Planner
228 S. Main Street
Bartlett, Illinois 60103

Re: Proposed Bucky's
SWIC IL 59 & Stearns
Bartlett, Illinois 60103

Dear Ms. Stone:

The Village of Bartlett has hired Deigan & Associates, LLC to provide consultation regarding the Proposed Bucky's to be constructed at the intersection of Stearns Road and Illinois Route 59.

We have conducted a thorough review of the documents provided by the Village of Bartlett and the IEPA Document Explorer to ascertain the petroleum release location for this site. With this information, we have prepared recommendations to have in place while constructing the new facility to remain in compliance with the existing IEPA No Further Remediation (NFR) Letter.

Please contact me if you have any questions or require any additional information.

Sincerely,

Deigan & Associates, LLC

Gary Deigan
Principal

Attachments:

Table 1: Recommendations
Figure 1: Demolition Plan
Figure 2: Utility Plan
Figure 3: Proposed Site Plan
Appendix A: (NFR) Letter Dated January 30, 2008
Appendix B: 35 IAC 742.1210

Tables

Table 1 Recommendations

TABLE 1

7N120 State Route 59, Bartlett Illinois
Bucky's Redevelopment (Fueling Station)

Prepared by: G. Deigan & L. Herrnreiter

Background Summary/Basis of Review Comments

Portions of the proposed development site experienced prior use as a Gasoline filling station having a documented petroleum release reported on May 21, 2004 as IEPA LUST Incident number 20040742. This incident number was closed out and received an IEPA No Further Remediation (NFR) letter dated January 30, 2008 (Attachment A). The NFR allowed for residual petroleum contamination to remain underground at the property within soil and shallow groundwater. The NFR requires that the following restrictive conditions be maintained:

- Groundwater under the site shall not be used as a potable water supply
- A concrete/asphalt barrier must remain over the contaminated soil to prevent the inhalation and ingestion of the petroleum contaminated media. This barrier is to be properly maintained as an engineered barrier.
- Land use limitation may be revised if
 - Further investigation or remedial action has been conducted and the objectives appropriate for the new land use are completed
 - A new NFR Letter is obtained and recorded in accordance with the site remediation program and regulations adopted thereunder.

The proposed redevelopment must also account for and abide by these existing, protective NFR conditions or must request a new NFR corresponding to current, proposed site development plans. The comments below serve this purpose of ensuring compliance with NFR conditions and protection of human health and the environment.

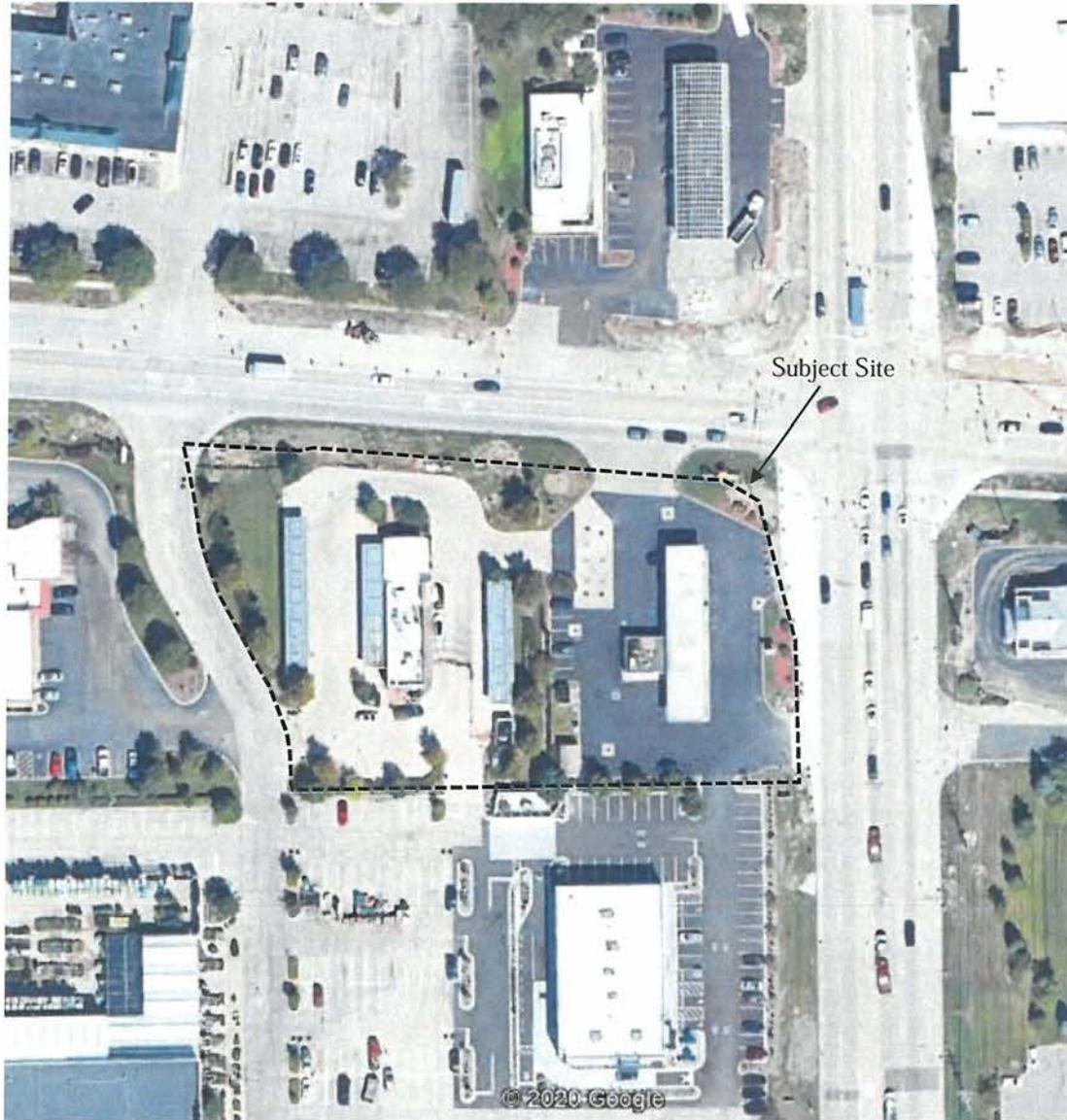
| Proposed Site Development Work | Comments by Village of Bartlett's Environmental Consultant | Site Plan | Applicable information in NFR Letter |
|---|---|--|--------------------------------------|
| Removal of existing underground storage tanks | The developer should provide a proposed plan and schedule for removal of the existing UST System and related dispenser piping as it relates to redevelopment schedule. This UST removal may determine that a new petroleum release may have occurred and require corrective action prior to or during the proposed Bucky's Development. The developer shall notify the Village if a new LUST incident is determined during UST removals. This may warrant additional review/comment related to the planned development. | Refer to the Demolition Plan, Figure 1 | Page 4 |
| Demolition within areas of existing petroleum contamination defined in NFR. | Utilities and a portion of the new canopy run through an area of the site requiring an engineered barrier per the NFR. Area of contaminated soil will be disturbed by removal of the canopy, pumps, and existing storm water pipes. | Refer to the Demolition Plan, Figure 1 | Page 3 & Page 4 |

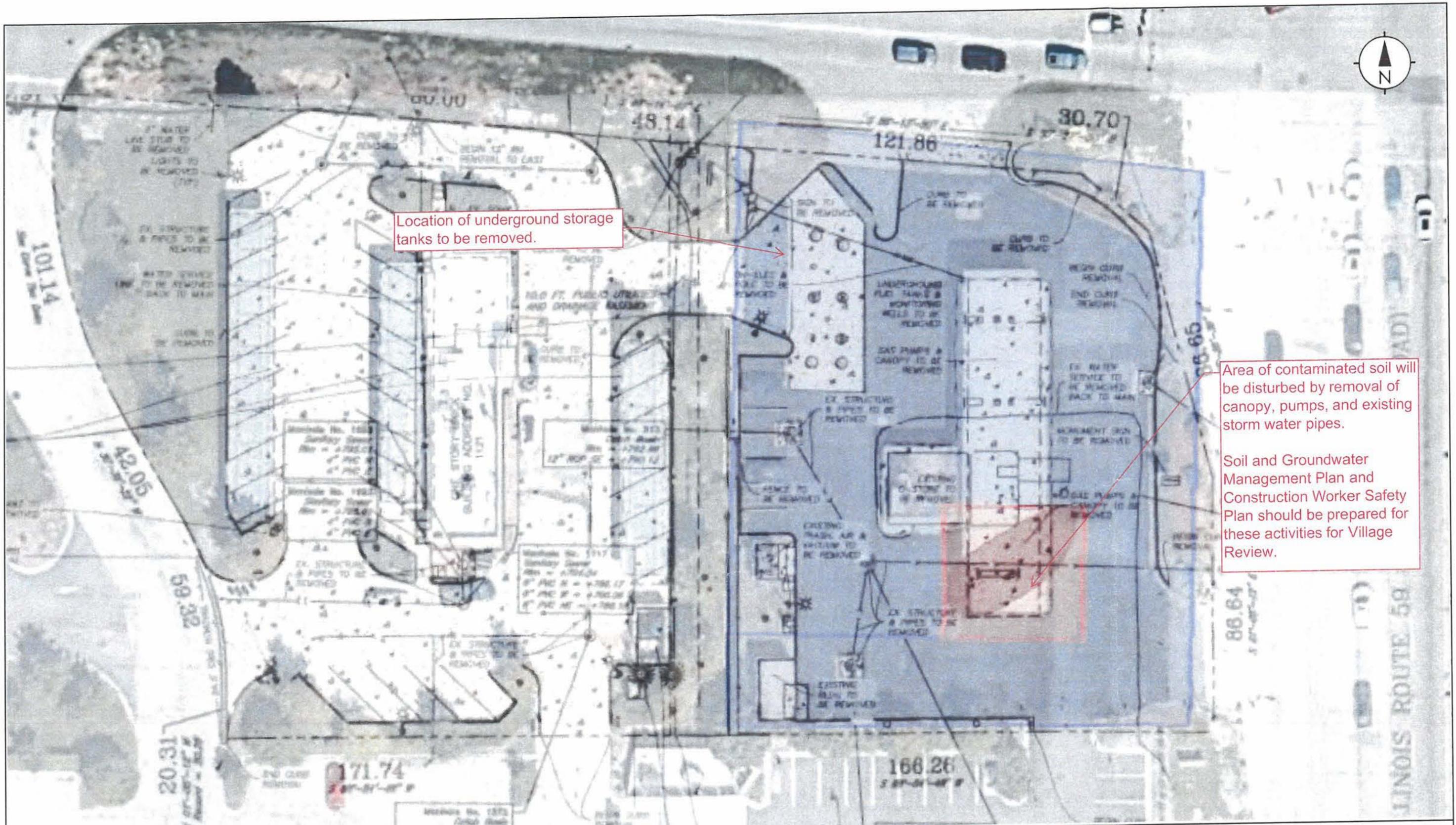
| | | | |
|---|--|---|---------------|
| | <p>According to the 2007 documentation (August 14, 2007, Corrective Action Plan), Xylenes (indicative of petroleum contamination) exceed Tier 1 Construction Worker Inhalation Remediation Objectives. We advise implementing a Soil and Groundwater Management Plan and Construction Worker Safety Plan for these demolition/removal activities and submitted for Village review.</p> <p>Depending on the excavation plan, remove and haul could be an option for contaminated soil, ultimately no longer requiring an engineered barrier (Updated NFR would be required).</p> | | |
| <p>Utility Installation</p> | <p>Utilities leading to the new building (which are within 5 feet of the building entrance) could be a preferential pathway for vapor intrusion. The existing NFR pre-dates current regulations for protecting buildings and structures from an indoor inhalation pathway. Indoor Inhalation exposure routes should be evaluated by performing soil gas vapor sampling and analysis following IEPA protocols. Alternately, we suggest that the proposed building be designed with a vapor control building control that meets IEPA standards in 35 IAC 742.1210 (Appendix B).</p> <p>New storm water piping and canopy foundations are proposed to be constructed within the area of petroleum contaminated soil and groundwater. If feasible, we recommend that subsurface stormwater controls and structures be located outside of the boundary of petroleum contamination. If not feasible, we recommend that storm water piping and structures be designed to prevent inflow/infiltration of petroleum contaminated groundwater and vapor. One approach is to place a bentonite mat GCL material in sewer trenches. A Soil and Groundwater Management Plan and Construction Worker Safety Plan should be prepared for these activities and submitted for Village review.</p> | <p>Refer to the Utility Plan & Site Plan, Figure 2 & Figure 3</p> | |
| <p>Petroleum-contaminated Groundwater Management during excavations</p> | <p>Due to the property having a groundwater use restriction and the potential for groundwater contamination, we recommend having a Groundwater Management Plan and Construction Worker Safety Plan in place for these activities if groundwater is encountered during excavation.</p> | <p>Refer to the Demolition Plan, Figure 1</p> | <p>Page 3</p> |

Figures

Figure 1 Demolition Plan
Figure 2 Utility Plan
Figure 3 Proposed Site Plan

Site Location





Demolition Plan with Environmental Conditions Overlay
 Bucky's
 SWIC IL 59 & Stearns
 Bartlett, Illinois



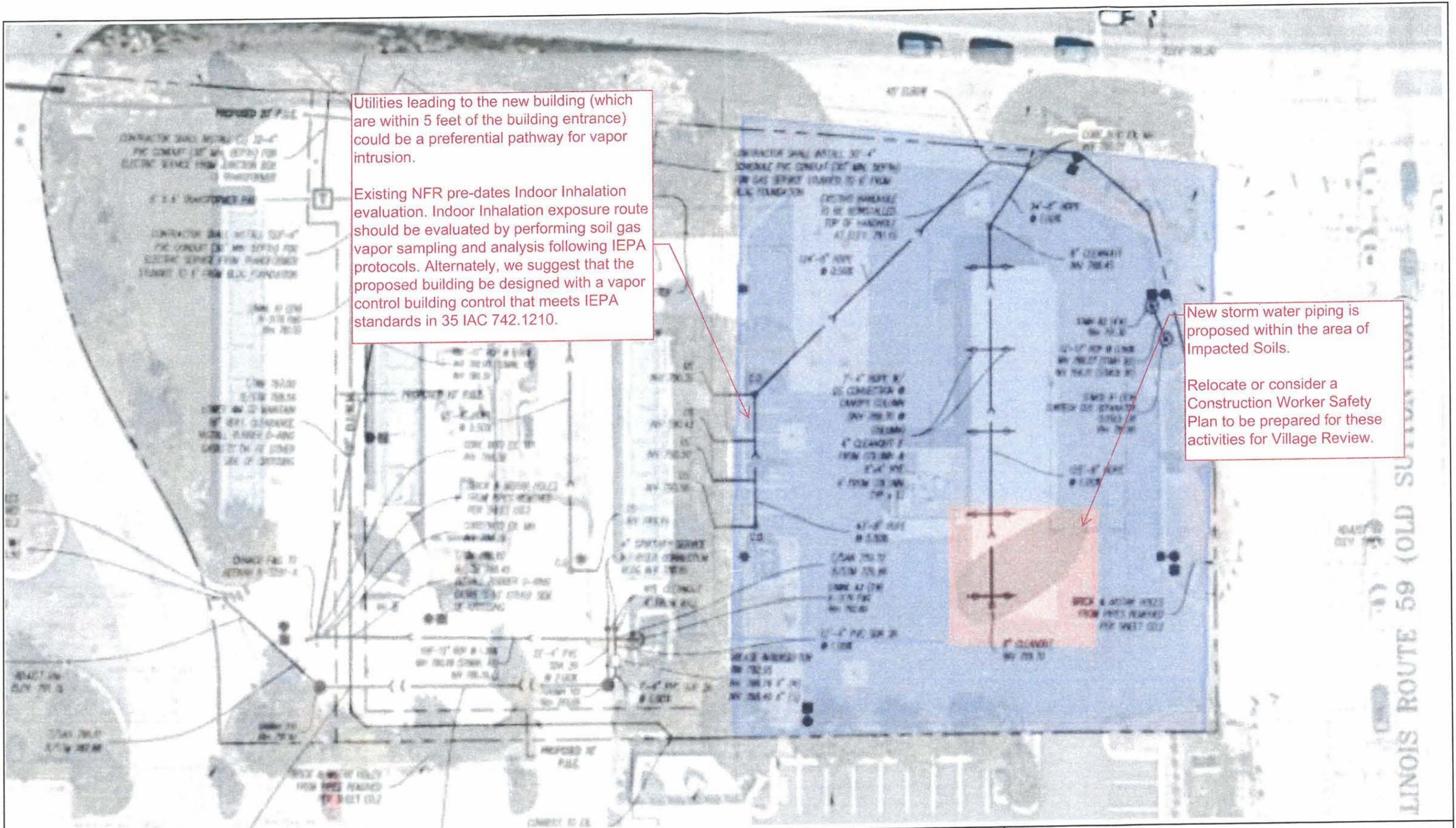
Deigan & Associates, LLC
 Environmental Consultants

Legend

- Area Subject to Engineered Barrier (NFR)
- Area Subject to Groundwater Use Restriction (NFR)
- Estimated Extent of Petroleum Soil Impact

* Demolition Plan obtained from construction drawings dated June 2, 2020, Page C0.2
 * Environmental Conditions Overlay obtained from NFR Letter dated January 30, 2008

Figure 1



Utilities leading to the new building (which are within 5 feet of the building entrance) could be a preferential pathway for vapor intrusion.

Existing NFR pre-dates Indoor Inhalation evaluation. Indoor Inhalation exposure route should be evaluated by performing soil gas vapor sampling and analysis following IEPA protocols. Alternately, we suggest that the proposed building be designed with a vapor control building control that meets IEPA standards in 35 IAC 742.1210.

New storm water piping is proposed within the area of Impacted Soils.

Relocate or consider a Construction Worker Safety Plan to be prepared for these activities for Village Review.

Utility Plan with Environmental Conditions Overlay
 Bucky's
 SWIC IL 59 & Stearns
 Bartlett, Illinois

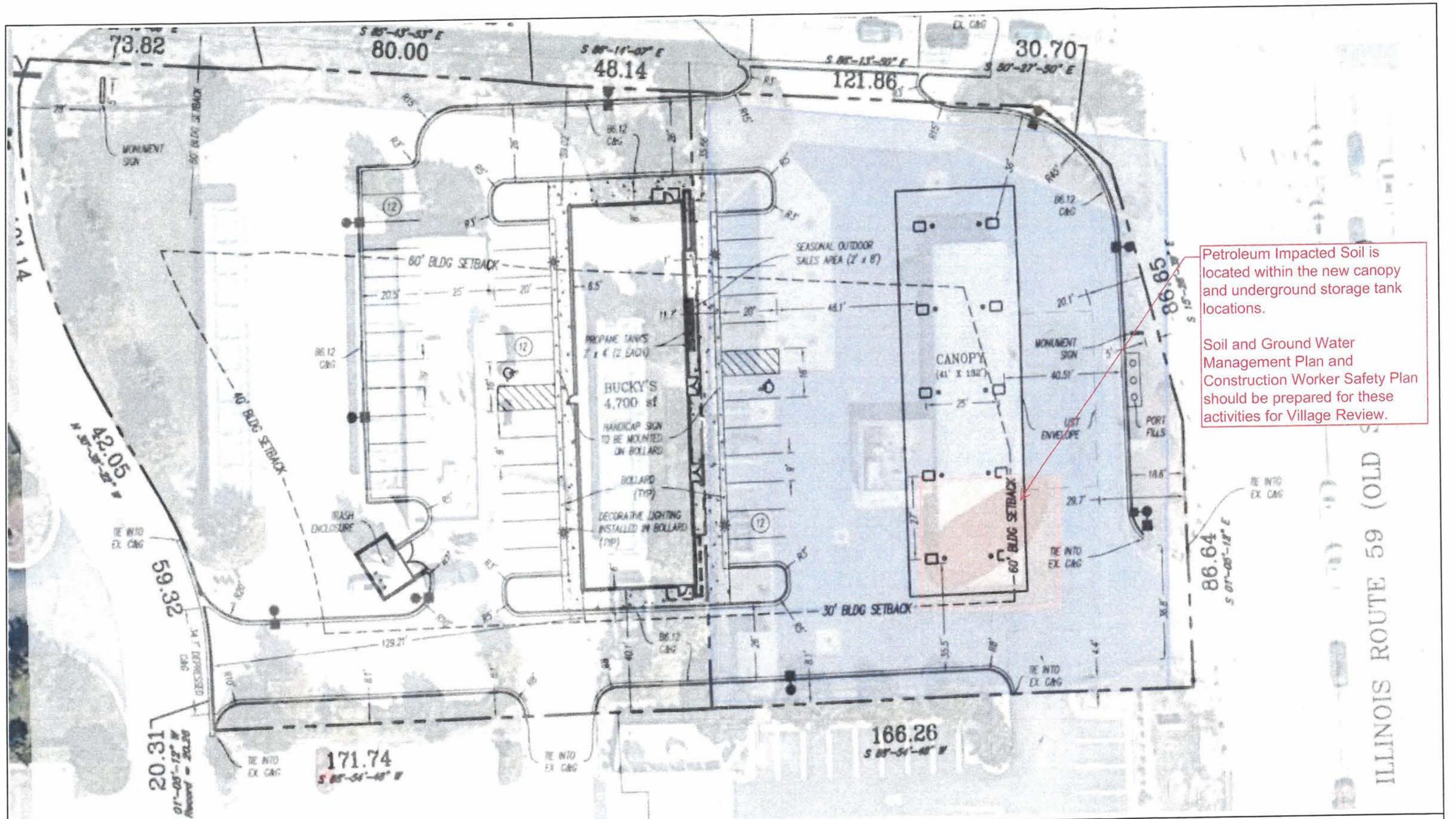


Legend

- Area Subject to Engineered Barrier (NFR)
- Area Subject to Groundwater Use Restriction (NFR)
- Estimated Extent of Petroleum Soil Impact

* Utility Plan obtained from construction drawings dated June 2, 2020, Page C3.1
 * Environmental Conditions Overlay obtained from NFR Letter dated January 30, 2008

Figure 2



Petroleum Impacted Soil is located within the new canopy and underground storage tank locations.

Soil and Ground Water Management Plan and Construction Worker Safety Plan should be prepared for these activities for Village Review.

Proposed Site Plan with Environmental Conditions Overlay
 Bucky's
 SWIC IL 59 & Stearns
 Bartlett, Illinois



- Legend**
- Area Subject to Engineered Barrier (NFR)
 - Area Subject to Groundwater Use Restriction (NFR)
 - Estimated Extent of Petroleum Soil Impact

* Proposed Site Plan obtained from construction drawings dated June 2, 2020, Page C1.1
 * Environmental Conditions Overlay obtained from NFR Letter dated January 30, 2008

Figure 3

Village of Bartlett
Finance Department Memo
2020 – 25

DATE: November 23, 2020

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: 2021 GO Bonds for Refunding 2012 Bonds and Prepayment of DuPage Water Commission Loan

The Bond Ordinance (the "Ordinance") attached is to approve the General Obligation Bonds, Series 2021A, which would be issued for the purpose of refinancing the DuPage Water Commission loan to lock in a fixed interest rate and the Taxable General Obligation Refunding Bonds, Series 2021B, for the purpose of refunding the callable 2012 GO bonds for debt service savings. The Ordinance is a "parameters style" ordinance that establishes parameters which act as limitations that must be followed when the final terms for the Bonds are established. The Ordinance delegates the final approval of those final terms to the "Designated Officers," which are the Village President, Village Administrator, Clerk, Treasurer or Finance Director. The parameters for the Series 2021A include a maximum par amount of \$18,800,000, final maturity date of 2039 (no extension), maximum annual maturity amount of \$1,600,000, maximum interest rate of 6.00%, and maximum annual bond tax levy of \$1,700,000. The parameters for the Series 2021B include a maximum par amount of \$11,950,000, final maturity date of 2031 (no extension), maximum annual maturity amount of \$2,020,000, maximum interest rate of 5.00%, maximum annual bond tax levy of \$2,022,800 and a minimum present value savings of 3% of the refunded par amount.

Also attached is the Finance Department memo and hypothetical schedules that were presented at the November 3, 2020 committee of the whole meeting showing potential savings by refunding the General Obligation Bonds, Series 2012 and the DuPage Water Commission loan based on market conditions in October. Interest rates will continue to fluctuate until pricing. The next step would be to approve the final ordinance at the December 15, 2020 board meeting. The bond sale would be held in January.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, held at the Village Hall, in said Village, at 7:00 p.m., on the 15th day of December, 2020.

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

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

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

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

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

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

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

Thereupon, Trustee _____ presented the following ordinance:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

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

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

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

Upon the roll being called, the following Trustees voted AYE: _____

_____ and the following Trustees voted NAY: _____.

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

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

Adopted by the President and Board
of Trustees on the 15th day of December,
2020.

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EXHIBIT A — Form of Escrow Agreement

This Table of Contents is for convenience only and is not a part of the Ordinance.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

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

WHEREAS the Village has heretofore entered into a loan with the DuPage Water Commission, dated February 7, 2017 (the "*Loan*"); and

WHEREAS the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore, and it hereby is, determined that it is necessary and desirable to prepay all or a portion of the Loan (said portion of Loan to be prepaid referred to herein as the "*Refunded Loan*") in order to produce debt service savings or restructure the debt burden of the Village; and

WHEREAS, the Refunded Loan shall be more fully described in the Bond Order and is a presently outstanding and unpaid and is a binding and subsisting legal obligation of the Village; and

WHEREAS, the Corporate Authorities have determined that in order to prepay the Refunded Loan (the "*Loan Refunding*"), it is necessary to borrow an amount not to exceed \$18,800,000 and issue bonds of the Village therefor; and

WHEREAS, in accordance with the terms of the Loan, the Loan may be prepaid prior to maturity, and it is necessary and desirable to prepay the Refunded Loan on its earliest practicable prepayment date, and provide for the giving of proper notice to the DuPage Water Commission; and

WHEREAS, the Village has outstanding General Obligation Bonds, Series 2012, dated May 1, 2012 (the "*Prior Bonds*"); and

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

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

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

WHEREAS, the Corporate Authorities have determined that in order to refund the Refunded Bonds (the "*Series 2012 Refunding*" and, together with the Loan Refunding the, "*Refunding*"), it is necessary to borrow an amount not to exceed \$11,950,000 and issue bonds of the Village therefor; and

WHEREAS the estimated cost of the Loan Refunding is not less than \$18,800,000, and the estimated cost of the Series 2012 Refunding is not less than \$11,950,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is in the best interests of the Village to issue General Obligation Bonds of the Village (the “*Bonds*” as further defined herein), in an amount not to exceed \$18,800,000 for the Loan Refunding, and an amount not to exceed \$11,950,000 for the Series 2012 Refunding; and

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

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

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

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

- Bonds
- Corporate Authorities
- Prior Bonds
- Refunding
- Refunded Bonds
- Refunded Loan
- Loan
- Loan Refunding
- Series 2012 Refunding
- Village

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

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

“*Bond*” or “*Bonds*” means collectively, one or more, as applicable, of the General Obligation Bonds, Series 2021, authorized to be issued by this Ordinance.

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

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

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

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

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

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

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

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

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

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, passed by the Corporate Authorities on the 15th day of December, 2020.

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

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

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

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

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

“*Taxable*” means, with respect to a series of Bonds, the status of interest paid and received thereon as includable in gross income of the owners thereof under the Code for federal income tax purposes.

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

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

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

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

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Refunding and to pay all related costs and expenses incidental thereto, the Bonds, if issued, shall be issued in one or more series and shall be designated shall be designated “General Obligation Bonds, Series 2021A” (the “*Series 2021A Bonds*”), and “Taxable General Obligation

Refunding Bonds, Series 2021B” (the “*Series 2021B Bonds*” and, together with the Series 2021A Bonds, the “*Bonds*”) with such other series designations as set forth in the Bond Order (as hereinafter defined) as may be appropriate. The Bonds shall be in fully registered form, be dated the date of delivery thereof (not later than than the reorganizational meeting of the Board following the April 6, 2021, consolidated election) as set forth in the Bond Order (the “*Dated Date*”), and shall also bear the date of authentication thereof.

The Series 2021A Bonds, if issued, shall be issued for the purpose of prepaying the Refunded Loan and shall be issued as Tax-exempt Bonds, in an aggregate principal amount not to exceed \$18,800,000, in denominations of \$5,000 or integral multiples thereof (but no single Series 2021A Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to provisions for Term Bonds and right of prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2039), in the amounts (not exceeding \$1,600,000 per year) and bearing interest at the rates percent per annum (not exceeding 6.00% per annum) as set forth in the Bond Order.

The Series 2021B Bonds, if issued, shall be issued for the purpose of refunding the Refunded Bonds and shall be issued as Tax-Exempt or Taxable Bonds, as set forth in the Bond Order, in an aggregate principal amount not to exceed \$11,950,000, in denominations of \$5,000 or integral multiples thereof (but no single Series 2021B Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar and shall become due and payable (subject to provisions for Term Bonds and right of prior redemption as hereinafter stated) on December 1 of each of the years (not later than 2031), in the amounts (not exceeding \$2,020,000 per year) and bearing interest at the rates percent per annum (not exceeding 5.00% per annum) as set forth in the Bond Order.

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

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

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its Village President (or Village President) and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in

office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

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

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

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

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

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

2. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of

redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

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

(a) the redemption date;

(b) the redemption price;

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

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

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

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

5. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (4) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency

of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.*

7. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

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

9. *Bonds to Be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be

reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

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

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

Section 8. Book-Entry Provisions; Registration and Exchange or Transfer of Bonds; Persons Treated as Owner. (A) BOOK-ENTRY PROVISIONS. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each Series and maturity bearing the same interest rate. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such

depository or nominee being the "*Book Entry Owner*"). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the "*Letter of Representations*") substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, any Village officer, or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, any Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery

to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds (of a given Series if applicable) shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds of such Series shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds of such Series shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(B) REGISTRATION. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall prepare, and the Bond Registrar or such

other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or any portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual

to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

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

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE, COOK AND KANE
VILLAGE OF BARTLETT

[TAXABLE] GENERAL OBLIGATION [REFUNDING] BOND, SERIES 2021[]

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 1, 20__ Date: _____, 2021 CUSIP: 069338 __

Registered Owner: CEDE & Co.

Principal Amount:

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

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

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

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

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

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

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

ATTEST:

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

[SEAL]

Date of Authentication: _____, 2021

CERTIFICATE
OF
AUTHENTICATION

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

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation [Refunding] Bonds, Series 2021[___], having a Dated Date of _____, 2021, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

UMB BANK, NATIONAL ASSOCIATION
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$ _____ issued by the Village for the purpose of paying the costs of the [Loan Refunding] [Series 2012 Refunding] and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the President and Board of Trustees, signed by the Village President, and published, in all respects as by law required.

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

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

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

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

ASSIGNMENT

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

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

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

Dated: _____

Signature guaranteed: _____

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

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

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

FOR THE SERIES 2021A BONDS

| FOR THE YEAR | | A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF: |
|--------------|----------------|--|
| 2020 | \$1,700,000.00 | for principal and interest to and including December 1, 2021 |
| 2021 | \$1,700,000.00 | for principal and interest |
| 2022 | \$1,700,000.00 | for principal and interest |
| 2023 | \$1,700,000.00 | for principal and interest |
| 2024 | \$1,700,000.00 | for principal and interest |
| 2025 | \$1,700,000.00 | for principal and interest |
| 2026 | \$1,700,000.00 | for principal and interest |
| 2027 | \$1,700,000.00 | for principal and interest |
| 2028 | \$1,700,000.00 | for principal and interest |
| 2029 | \$1,700,000.00 | for principal and interest |
| 2030 | \$1,700,000.00 | for principal and interest |
| 2031 | \$1,700,000.00 | for principal and interest |
| 2032 | \$1,700,000.00 | for principal and interest |
| 2033 | \$1,700,000.00 | for principal and interest |
| 2034 | \$1,700,000.00 | for principal and interest |
| 2035 | \$1,700,000.00 | for principal and interest |
| 2036 | \$1,700,000.00 | for principal and interest |
| 2037 | \$1,700,000.00 | for principal and interest |
| 2038 | \$1,700,000.00 | for principal and interest |

FOR THE SERIES 2021B BONDS

| FOR THE YEAR | A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF: | |
|--------------|--|---|
| 2020 | \$2,022,800.00 | for principal and interest to and including December 1, 2021 |
| 2021 | \$2,022,800.00 | for principal and interest |
| 2022 | \$2,022,800.00 | for principal and interest |
| 2023 | \$2,022,800.00 | for principal and interest |
| 2024 | \$2,022,800.00 | for principal and interest |
| 2025 | \$2,022,800.00 | for principal and interest |
| 2026 | \$2,022,800.00 | for principal and interest |
| 2027 | \$2,022,800.00 | for principal and interest |
| 2028 | \$2,022,800.00 | for principal and interest |
| 2029 | \$2,022,800.00 | for principal and interest |
| 2030 | \$2,022,800.00 | for principal and interest |

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the Purchaser and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

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

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

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

Section 12. Sale of Bonds. The Designated Officers are hereby authorized to proceed not later than reorganizational meeting of the Board following the April 6, 2021, consolidated election without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance without any further authorization or direction whatsoever from the Corporate Authorities, to sell and deliver the Bonds, in one or more series, upon the terms as prescribed in this Section, pursuant to one or more Bond Orders. Each series of Bonds shall be sold and delivered to the Purchasers at the respective Purchase Price, plus accrued interest to the date of delivery, if any. Each such sale shall be made upon the advice (in the form of a written

certificate or report) of Robert W. Baird & Co., Incorporated, Naperville, Illinois, the Village's municipal advisor ("*Baird*"), that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. Further, the Purchaser shall be either (i) the best bidder for the Bonds pursuant to a competitive sale conducted by Baird, or (ii) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace. Nothing in this Section shall require the Designated Officers to sell any of the Bonds if in their judgment, aided by Baird, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officers shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officers may sell the Bonds in more than multiple series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Order, Preliminary Official Statement, Official Statement, Purchase Contract, a tax exemption certificate and agreement as prepared by Bond Counsel (a "*Tax Certificate*"), and certain further closing documents. The Designated Officers must find and determine in the Bond Order that that the net present value debt service savings to the Village as a result of the issuance of the Refunding Bonds and the refunding of the Refunded Bonds is not less than 3% of the principal amount of the

Refunded Bonds and that no person holding any office of the Village either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchase Contract. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officers shall execute the Purchase Contract (which may take the form of an executed bid form) in the form approved by the attorney for the Village. Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Corporate Authorities at the next public meeting thereof. The Designated Officers shall also file with the County Clerks the Bond Order or like document including a statement of taxes. The authority granted in this Ordinance to the Designated Officers to sell Bonds as provided herein shall expire on the date of the reorganizational meeting of the Board following the April 6, 2021, consolidated election.

The Designated Officers are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract for the Bonds (the "*Purchase Contract*"), this Ordinance, said Preliminary Official Statement, said final Official Statement, the Tax Certificate and the Bonds.

Section 13. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Bonds, Series 2021 Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

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

C. The sum of principal proceeds of the Bonds as is necessary, together with funds of the Village on hand and lawfully available, shall be used to provide for the Loan Refunding and is hereby deposited with the DuPage Water Commission for the purpose of paying the principal of and interest on the Loan up to and including the prior prepayment date thereof.

The sum of principal proceeds of the Bonds as is necessary, together with funds of the Village on hand and lawfully available, shall be used to provide for the Series 2012 Refunding and is hereby deposited in escrow pursuant to an Escrow Agreement to be entered into between the

Village and an escrow agent, the same being a bank or trust company as set forth in a Bond Order (the "*Escrow Agent*"), in substantially in the form attached hereto as *Exhibit A* (the "*Escrow Agreement*") and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the Village executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal of and interest on the Refunded Bonds as such become due as provided in the Escrow Agreement. The Corporate Authorities approve the form, terms and provisions of the Escrow Agreement and directs the Village President and the Village Clerk to execute, attest, seal and deliver the Escrow Agreement in the name and on behalf of the Village. Amounts in the escrow will be held in cash or will be used to purchase Government Securities, as defined in the Escrow Agreement, and to establish a beginning cash deposit, in each case sufficient to provide for the payment of all interest on and principal of the Refunded Bonds when due and upon redemption prior to maturity. The Purchaser, Baird and the Escrow Agent are each hereby authorized to act as agent for the Village in the purchase of the Government Securities described in the previous paragraph.

At the time of issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds. The portion of the Prior Bonds constituting the Refunded Bonds shall be set forth in the Bond Order.

D. The sum necessary, as determined by the Designated Officers, of the principal proceeds of the Bonds shall be deposited into a separate and segregated fund, hereby created, to be known as the "*2021 Expense Fund*" (the "*Expense Fund*") and shall be disbursed upon the delivery of the Bonds or be used by the Finance Director to pay costs of issuance of the Bonds in accordance with normal Village disbursement procedures (which may include direction to the Purchaser to pay such expenses directly on the date the Bonds are delivered). Any funds remaining

to the credit of the Expense Fund on the date which is three months following the date of delivery of the Bonds shall be transferred by the Finance Director to the Bond Fund.

Section 14. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds issued as Tax-exempt Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 15. Tax Covenants. This section shall only apply to those Bonds being issued as Tax-exempt Bonds. The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Tax-exempt Bonds not to be Tax-exempt. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

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

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

B. Relating to applicable exceptions, the Designated Officers are hereby authorized to make such elections under the Code as either such officer shall deem

reasonable and in the best interests of the Village. If such election may result in a “penalty in lieu of rebate” as provided in the Code, and such penalty is incurred (the “*Penalty*”), then the Village shall pay such Penalty.

C. The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, a “2021 General Obligation Bonds Rebate [or Penalty, if applicable] Fund” (the “*148 Compliance Fund*”) for the Bonds, and such officers shall further, not less frequently than annually, cause to be transferred to the 148 Compliance Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the U.S., without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

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

The Village also certifies and further covenants with the Purchaser and registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 16. Designation of Issue. The Village may designate each of the Tax-exempt Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code as set forth in the respective Bond Order.

Section 17. Opinion of Counsel Exception. The Village reserves the right to use or invest moneys in connection with the Tax-exempt Bonds in any manner, notwithstanding the tax-related covenants set forth (in Sections 14 through 16) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing as bond counsel to the effect that use or investment of such moneys as contemplated is valid and proper under applicable law and this Ordinance and, further, will not adversely affect the Tax-exempt status for the Bonds.

Section 18. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any Designated Officer of the Village is authorized to execute such forms of agreements between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder as shall be approved by the Village Attorney. In addition to the terms of any such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

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

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

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

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

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

Section 19. Defeasance. Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal thereof and interest due thereon, or (c) for which sufficient U.S. funds and direct non-callable U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 20. Call of Refunded Bonds; Notice of Optional Prepayment of Refunded Loan. In accordance with the redemption provisions of the bond ordinance authorizing the Prior Bonds, the Village by the Corporate Authorities does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on the earliest practical call date therefor, the same being the date set

forth in the Escrow Agreement. In accordance with the prepayment provisions of the Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett, dated February 7, 2017, the Village by the Corporate Authorities does hereby make provision for the prepayment of the Refunded Loan at the earliest practical prepayment date therefor, the same being the date as set forth in the Bond Order.

Section 21. Continuing Disclosure Undertaking. The Village President or the Village Clerk of the Village is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in customary form as provided by Bond Counsel and as heretofore executed by the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 22. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a Municipal Bond Insurance Policy issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and

reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President of the Village on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: The 15th day of December, 2020

APPROVED: December 15, 2020

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

Recorded in Village Records: December 15, 2020.

Published in pamphlet form by authority of the Corporate Authorities on December __, 2020.

ATTEST:

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

EXHIBIT A

**FORM OF ADVANCE REFUNDING
ESCROW AGREEMENT**

This Escrow Agreement, dated as of _____, 20__, but actually executed on the date witnessed hereinbelow, by and between the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "*Village*"), and UMB Bank, National Association, a bank having trust powers, organized and operating under the laws of the United States of America, located in Kansas City, Missouri, (the "*Escrow Agent*"), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. "*Agreement*" means this Agreement between the Village and the Escrow Agent.

Section 1.02. "*Board*" means the Board of Trustees of the Village.

Section 1.03. "*Bonds*" means the \$_____ Taxable General Obligation Refunding School Bonds, Series 20__, dated _____, authorized to be issued by the Bond Ordinance.

Section 1.04. "*Bond Ordinance*" means the ordinance adopted on the 15th day of December, 2020, by the Board entitled:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding

obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

authorizing the issuance of the Bonds, as supplemented by a related bond order date _____, 20__.

Section 1.05. “Code” means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.06. “Village” means the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

Section 1.07. “Escrow Account” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.08. “Escrow Agent” means UMB Bank, National Association, a bank having trust powers, organized and operating under the laws of the United States of America, located in Kansas City, Missouri, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.09. “Government Securities” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement and also including any direct obligations purchased pursuant to Section 3.02.

[*Section 1.10.* “Intended Government Securities” means the Government Securities labeled as such on Exhibit A.]

Section 1.11. “Paying Agent” means UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent for the Refunded Bonds, and any successor thereto.

Section 1.12. “Refunded Bonds” means the outstanding bonds of the Village as follows:

- (a) \$_____ General Obligation Bonds, Series 2012, dated May 1, 2012, being a portion of the bonds outstanding from an issue in the original principal amount of

\$13,525,000, fully registered and without coupons, due serially on December 1 of the years, in the amounts and and bearing interest at the rates per annum as follows (the “Series 2012 Bonds”):

| YEAR | AMOUNT (\$) | RATE (%) |
|------|-------------|----------|
| 2022 | 285,000 | 2.500 |
| 2023 | 290,000 | 2.750 |
| 2024 | 725,000 | 3.000 |
| 2025 | 950,000 | 3.000 |
| 2026 | 970,000 | 3.125 |
| 2027 | 1,345,000 | 3.250 |
| 2028 | 1,375,000 | 4.000 |
| 2029 | 1,415,000 | 4.000 |
| 2030 | 1,900,000 | 4.000 |
| 2031 | 1,945,000 | 4.000 |

[Section 1.13 “Substitute Securities” means the Government Securities, if any, identified as such on Exhibit A-1.]

Section 1.14. “Treasurer” means the Treasurer who receives the taxes of the Village.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The Village by the Bond Ordinance has authorized the issue and delivery of the Bonds, proceeds of which, together with certain funds of the Village on hand and legally available for such purpose, are to be used to refund the Refunded Bonds by the deposit on demand and to purchase on behalf of the Village the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of, interest on and compound accreted value on the Refunded Bonds when due and upon redemption.

Section 2.02. The Village deposits \$_____ from the proceeds of the Bonds, \$_____ from the proceeds of the Refunded Bonds and \$_____ from funds on hand and legally available for the purchase of Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$_____. To the extent that any Government Securities are not held in the Escrow Account at Closing, the Escrow Agent

acknowledges receipt of the total cost of such Government Securities and is directed to take delivery of such Government Securities on the date or dates indicated on *Exhibit A* in exchange for the total cost of such Government Securities listed on *Exhibit A*. The beginning deposit and the Government Securities are held in an irrevocable trust fund account for the Village to the benefit of the holders of the Refunded Bonds to pay the principal of, interest on and compound accreted value on the Refunded Bonds when due and upon redemption.

Section 2.03. The Escrow Agent and the Village have each received the report of _____ attached hereto as *Exhibit B* (the "*Verification Report*"), that the principal of and income and profit to be received from the Government Securities, when paid at maturity or redemption, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay the principal of, interest on and compound accreted value on the Refunded Bonds when due or upon redemption as evidenced by said Report.

[*Section 2.04.* The Escrow Agent will purchase the Government Securities described in *Exhibit A* hereto on _____, 20___. If the Escrow Agent is unable to purchase the Intended Government Securities on _____, 20___, then it will, on _____, 20___, purchase the Substitute Government Securities for the same purchase price. If the Escrow Agent purchases Substitute Government Securities on _____, 20___, then at the request of the seller of those Substitute Government Securities and without satisfying the requirements of Section 5.04 hereof, the Escrow Agent will, but only prior to _____, 20___, accept delivery of the Intended Government Securities in exchange for the Substitute Government Securities, but only if following such exchange, the Escrow Agent will hold all of the Intended Government Securities, or will hold another portfolio for which a report of the Verification Agent (or another accounting firm acceptable to the Escrow Agent) establishes that the principal of and income and profit to be

received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times, pending the final payment of the Refunded Bonds, to pay all principal of, interest on and compound accreted value when due and upon redemption as evidenced by said report.]

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Village as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. Otherwise, the Escrow Agent will reinvest all available uninvested balances (except for an amount under \$1,000 or as explicitly provided in this Section) in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000 unless said balance is needed to pay principal of or interest on refunded bonds within 14 days, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report and in *Exhibit C*. Investments so made shall be in direct obligations of the United States of America and shall be scheduled to mature on or prior to the interest payment date on the Refunded Bonds on which such proceeds will be needed to pay the compound accreted value on the Refunded Bonds. Such investments shall, to the extent possible, be in zero-yield obligations issued directly by the Bureau of Fiscal Service of the United States Treasury (currently designated “*U. S. Treasury Securities—State and Local Government Series Certificates of Indebtedness, Notes or Bonds*”) (“*SLGS*”). Such investments shall be made only to the extent permitted by, and shall be made in

accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of Fiscal Service. The Escrow Agent expressly recognizes that under current regulations all SLGS must be subscribed for not less than 5 days (7 days for amounts of \$90,000,000 or more) nor more than 60 days prior to date of issuance.

Exhibit C contains a list of scheduled reinvestments. The Escrow Agent is instructed to subscribe for and take delivery of SLGS as described in *Exhibit C*.

If the Department of the Treasury (or the Bureau of Fiscal Service) of the United States suspends the sale of SLGS causing the Escrow Agent to be unable to purchase SLGS, then the Escrow Agent will take the following actions. On the date it would have purchased SLGS had it been able to do so, the Escrow Agent will purchase direct obligations of the United States (the “*Alternate Investment*”) maturing no more than 90 days after the date of purchase and no later than the scheduled maturity date of such SLGS as shown on *Exhibit C*. The purchase price of the Alternate Investment shall be as close as possible but not more than to the principal amount of the SLGS that would have been purchased on such date if they had been available for purchase and also not more than the total of all principal and interest to be received on such investment. The maturity date of the Alternate Investment shall be the latest possible date that (i) is not more than 90 days after the purchase date and (ii) is not after the scheduled maturity date for the SLGS that would have been purchased if available as shown on *Exhibit C*. The Escrow Agent will purchase each Alternate Investment in the customary manner for such investments (in the secondary market or in a Treasury auction) at a price no higher than the fair market value of the Alternate Investment and will maintain records demonstrating compliance with this requirement. If the Escrow Agent is unable to purchase any investment satisfying all of these requirements, then the Escrow Agent will leave the balance uninvested and shall notify the Village that it has been unable to purchase such an Alternate Investment, providing the reason for such inability to the Village. On the

maturity of each Alternate Investment, the Escrow Agent shall pay the difference between the total of the receipts (principal and interest) on the Alternate Investment and the purchase price of the Alternate Investment to the Village with a notice to the Village that such amount may need to be paid to the Internal Revenue Service pursuant to Rev. Proc. 95-47 or successor provisions including any finalized version of Prop. Treas. Reg. Section 1.148-5(c). If the Alternate Investment matures more than 14 days prior to the next succeeding payment date on the Refunded Bonds on which such proceeds will be needed to pay the compound accreted on the Refunded Bonds, the Escrow Agent shall treat such amounts as an uninvested balance available for reinvestment and shall take all reasonable steps to invest such amounts in SLGS (or additional Alternate Investments as provided in this Section).

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

[*Section 3.03.* The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the Bonds to be classified as “arbitrage bonds” under the Code, *provided*, it shall be under no duty to affirmatively inquire whether the Government Securities as deposited are properly invested under the Code; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.]

Section 3.04. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of the principal of, interest on and the compound accreted value on the Refunded Bonds when due and upon redemption as herein provided.

Section 3.05. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal, interest or compound accreted value date on the Refunded Bonds, moneys sufficient to pay such principal, interest and compound accreted value as will meet the requirements for the retirement of the Refunded Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Bonds, and the Village either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.07. The charges, fees and expenses of the Escrow Agent have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the Village upon receipt of invoices therefor.

Section 3.08. The Village has called the Series 2012 Bonds for redemption and payment prior to maturity on _____, 20___. The Escrow Agent will cause the Paying Agent to provide for and give timely notice of the call for redemption of the Series 2012 Bonds. In the event the Escrow Agent determines that the Paying Agent will not give such timely notice, the Escrow Agent will notify the Village. The form and time of the giving of such notice regarding the Series 2012 Bonds shall be as specified in the Ordinance authorizing the issuance of the Series 2012 Bonds. The Village shall reimburse the Escrow Agent for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the Village to make such payment shall not in any

respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

The Escrow Agent shall also give, or shall cause the Paying Agent to give, notice of the call of the Series 2012 Bonds, on or before the date the notice of such redemption is given to the holders of the Series 2012 Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

Section 3.09. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.10. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

Section 3.11. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after _____ and _____ of each calendar year, commencing

_____, 20___, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date of delivery of the Bonds to _____, 20___), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.12. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the Treasurer and the Board, not less than five (5) days prior to such date, and the Village agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF VILLAGE

The Village covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Village herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the Village hereunder or under the Bond Ordinance.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the Village or the Treasurer.

Section 4.03. [The Village will take no action regarding the proceeds of the Bonds which would cause the Bonds to be classified as “arbitrage bonds” under the Code, and] the Village will take any and all further action necessary to ensure that adequate provision is made for the payment

of the Refunded Bonds and that neither the Refunded Bonds nor the Bonds are classified as “arbitrage bonds” under the Code.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Village hereunder shall be irrevocable and shall not be subject to amendment by the Village and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

- (1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the Village.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Bonds or the Refunded Bonds nor violate the covenants of the Village not to cause the Bonds or the Refunded Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Bonds and the Refunded Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal of interest on and compound accreted value on the Refunded Bonds after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent’s rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow

Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the Village, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the Village. The Village may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$50,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

ARTICLE VII

NOTICES TO THE VILLAGE, THE TREASURER AND THE ESCROW AGENT

Section 7.01. All notices and communications to the Village and the Board of Trustees shall be addressed in writing to: _____.

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: Village Treasurer _____.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, _____.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal of, interest on and compound accreted value of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Board, and thereupon this Agreement shall terminate.

IN WITNESS WHEREOF, the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, has caused this Agreement to be signed in its name by the Village President and to be attested by the Village Clerk of the Village; and UMB Bank, National Association, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ___ day of _____, 20__.

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

By _____
Village President

Attest:

Village Clerk

UMB Bank, National Association,
Chicago, Illinois

By _____
Its _____

Attest:

Its _____

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this ___ day of _____,
2021.

Village Treasurer

EXHIBIT A

INTENDED GOVERNMENT SECURITIES

EXHIBIT A-1

SUBSTITUTE SECURITIES

EXHIBIT B

VERIFICATION REPORT

EXHIBIT C

SCHEDULED REINVESTMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF MINUTES AND ORDINANCE

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

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 15th day of December, 2020, insofar as the same relates to the adoption of an ordinance, numbered _____, entitled:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

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

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 15th day of December, 2020.

Village Clerk

[SEAL]

[VILLAGE CLERK TO ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

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

I do further certify that on the ____ day of December, 2020, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number _____ of the Village providing for the issuance of General Obligation Bonds, Series 2021A, and Taxable General Refunding Obligation Bonds, Series 2021B, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of December, 2020.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 20__, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of December, 2020, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of _____, 20__.

County Clerk of The County
of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such officer I do hereby certify that on the ___ day of _____, 20__, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of December, 2020, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of DuPage, Illinois, this ___ day of _____, 20__.

County Clerk of The County
of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 20__, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, on the 15th day of December, 2020, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, and \$11,950,000 Taxable General Obligation Refunding Bonds, Series 2021B, of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, for the purpose of refunding certain outstanding general obligation bonds and the prepayment of certain outstanding obligations of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, providing for the sale of said bonds to the purchaser thereof, and authorizing the execution of an escrow agreement in connection therewith.

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

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Kane, Illinois, this ____ day of _____, 20__.

County Clerk of The County
of Kane, Illinois

[SEAL]

Village of Bartlett
Finance Department Memo
2020 – 18

DATE: October 26, 2020
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Debt Refunding

Attached are two hypothetical schedules by Robert W. Baird showing potential savings by refunding the General Obligation Bonds, Series 2012 and the DuPage Water Commission Loan for the water transmission line. Below is a brief summary from our financial advisor based on market conditions as of October 5, 2020.

Taxable Advance Refunding of Series 2012

Potential Gross Savings - \$1,340,521
Potential Annual Savings - \$120,000
Potential PV Savings - \$1,233,698 -or- 11.3% of refunded par

The 2012 Bonds are callable December 1, 2021. The Village can advance refund its 2012 Bonds now at taxable interest rates (savings estimated above) or wait until September 2021 to refund the bonds at tax-exempt rates. Based on current market conditions, we estimate a breakeven point of 53 basis points (0.53%). This means that if tax-exempt interest rates increase less than 53 basis points between now and September 2021, the Village could potentially generate greater savings through a tax-exempt current refunding. If tax-exempt rates increase more than 53 basis points between now and next September, the Village would have generated greater savings through the taxable advance refunding now. Rather than take on market risk, the Village could capture known savings in a low interest rate environment now as present value savings are well above the GFOA's recommended threshold of 3%.

Refinancing of DuPage Water Commission Loan

Potential Gross Savings - \$1,662,491
Potential Annual Savings - \$85,000
Potential PV Savings - \$1,569,949 -or- 8.8% of refunded par

The savings estimates assume that the DWC loan resets at the average rate to date (2.87%) over the life of the loan and that the loan amortizes with level annual debt service. Neither the Village's interest rate into the future or its annual payments are set at this time. By refinancing the loan, the Village would eliminate interest rate/market risk into the future, would lock in historically low interest rates given current market conditions, and would fix its annual payments to a known amount. Locking in a rate and amount going forward would help from a budget perspective.

Dalena Welkomer from Robert W. Baird will be available during the committee meeting to answer questions. If the Board's direction is to move forward with the debt refunding, a draft ordinance could be presented at the December 1 committee meeting and the final ordinance at the December 15, 2020 Board meeting for approval.

Village of Bartlett, Illinois

Hypothetical Illustration for Refunding DuPage Water Commission Loan

Assumed Aa1 Rating / Tax-Exempt Non Bank Qualified Interest Rates / Level Debt Service
Illustration is subject to change based on market conditions. Actual rates may vary from those assumed.

| BEFORE REFUNDING | | | | AFTER REFUNDING | | | | |
|--------------------------------------|---------------------|---------------------|--------------------|---|-------------------------------|------------------------------|-----------------------|---------------------|
| DuPage Water Commission Loan 2017 | | | | General Obligation Refunding Bonds, Series 2020 ⁽²⁾ Dated: December 9, 2020 | | | | |
| Bond Year | Principal (Monthly) | Rate ⁽¹⁾ | Interest (Monthly) | Principal (12/1) | Assumed Coupon ⁽³⁾ | Assumed Yield ⁽³⁾ | Interest (6/1 & 12/1) | |
| | | | Total | | | | Total | |
| | | | | | | | | \$17,769,902 |
| | | | | | | | | \$16,605,000 |
| 2021 | \$684,028 | 3.18%/2.68% | \$465,873 | \$1,149,901 | 4.000% | 0.300% | \$510,791 | \$89,110 |
| 2022 | \$777,946 | 2.68%/2.87% | \$463,993 | \$1,241,939 | 4.000% | 0.320% | \$500,400 | \$86,539 |
| 2023 | \$784,163 | 2.870% | \$457,776 | \$1,241,939 | 5.000% | 0.340% | \$474,200 | \$87,739 |
| 2024 | \$806,967 | 2.870% | \$434,972 | \$1,241,939 | 5.000% | 0.400% | \$440,200 | \$86,739 |
| 2025 | \$830,434 | 2.870% | \$411,505 | \$1,241,939 | 5.000% | 0.530% | \$404,450 | \$87,489 |
| 2026 | \$854,583 | 2.870% | \$387,355 | \$1,241,939 | 5.000% | 0.680% | \$366,950 | \$84,989 |
| 2027 | \$879,435 | 2.870% | \$362,504 | \$1,241,939 | 5.000% | 0.840% | \$327,450 | \$89,489 |
| 2028 | \$905,010 | 2.870% | \$336,929 | \$1,241,939 | 5.000% | 1.000% | \$286,200 | \$95,739 |
| 2029 | \$931,328 | 2.870% | \$310,611 | \$1,241,939 | 5.000% | 1.180% | \$242,700 | \$89,239 |
| 2030 | \$958,411 | 2.870% | \$283,528 | \$1,241,939 | 2.000% | 1.460% | \$197,200 | \$84,739 |
| 2031 | \$986,283 | 2.870% | \$255,656 | \$1,241,939 | 2.000% | 1.590% | \$178,000 | \$88,939 |
| 2032 | \$1,014,964 | 2.870% | \$226,975 | \$1,241,939 | 2.000% | 1.720% | \$158,500 | \$88,439 |
| 2033 | \$1,044,480 | 2.870% | \$197,459 | \$1,241,939 | 2.000% | 1.850% | \$138,600 | \$88,339 |
| 2034 | \$1,074,854 | 2.870% | \$167,085 | \$1,241,939 | 2.000% | 1.940% | \$118,300 | \$88,639 |
| 2035 | \$1,106,111 | 2.870% | \$135,828 | \$1,241,939 | 2.000% | 2.040% | \$97,600 | \$89,339 |
| 2036 | \$1,138,278 | 2.870% | \$103,661 | \$1,241,939 | 2.000% | 2.090% | \$76,500 | \$85,439 |
| 2037 | \$1,171,379 | 2.870% | \$70,560 | \$1,241,939 | 2.000% | 2.130% | \$54,900 | \$87,039 |
| 2038 | \$1,205,444 | 2.870% | \$36,495 | \$1,241,939 | 2.000% | 2.170% | \$32,900 | \$89,039 |
| 2039 | \$615,804 | 2.870% | \$5,165 | \$620,969 | 2.000% | 2.210% | \$10,500 | \$85,469 |
| | | | | | | | | \$1,662,491 |
| | | | | | | | | \$17,769,902 |
| | | | | | | | | \$16,605,000 |

| | |
|--|---------------------|
| Potential Present Value Savings..... | \$1,569,949 |
| Par Amount of Bonds Refunded ⁽⁴⁾ | \$17,769,902 |
| Potential Percent Present Value Savings ⁽⁵⁾ | 8.835% |

| | |
|---|--|
| Interest Rate Sensitivity Analysis | |
| Potential Present Value Savings | +10 basis points -10 basis points |
| Potential Percent Present Value Savings | \$1,397,198 \$1,745,384 |
| | 7.86% 9.82% |

(1) Assumed rate of 3.18% through May 2021, resetting to 2.68% May 2021 through May 2022 and resetting to 2.87% May 2022 through maturity. The rate of 2.87% represents the average rate from inception to May 2021. Principal is reamortized annually to achieve overall level debt service.
 (2) Assumed total costs of issuance of \$18.00 per \$1,000 (approximately \$325,000). Preliminary, subject to change.
 (3) This illustration represents a mathematical calculation of potential interest cost savings, assuming hypothetical current rates for non bank qualified general obligation bonds rated Aa1 as of October 5, 2020. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise be considered as advice.
 (4) Assumed full pay-off of the loan with no pre-payment penalty.
 (5) Calculated using the refunding bond yield of 1.685% as the discount rate.

Baird is providing this information to you for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A financial advisor or municipal advisor is subject to a fiduciary duty, including a duty of care and a duty of loyalty, and is required to act solely in the best interests of the client. See "Important Disclosures" contained herein.

Robert W. Baird & Co.
G-17 Disclosures as Financial Advisor



Robert W. Baird & Co. Incorporated ("Baird") is providing you with the information contained herein and/or accompanying materials (the "Materials") for discussion purposes only in seeking to serve as a financial advisor or municipal advisor to you on a possible issuance of municipal securities. Baird is a municipal advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB").

If Baird is hired as financial advisor in connection with an issuance of municipal securities, Baird will provide municipal advisory services with respect to the issuance of municipal securities, including advice, recommendations and other assistance regarding the structure, timing, terms and other similar matters concerning the particular issuance of municipal securities for which you may be considering. As such, Baird will serve as a fiduciary and act solely in your best interest. Baird's fiduciary duties as your financial advisor will include the duty of care and the duty of loyalty. Under MSRB Rule G-23, if Baird is hired as financial advisor with respect to an issuance of municipal securities, Baird will not be able to serve as underwriter or placement agent for that issuance.

Should you want Baird serve in a different capacity, such as underwriter or placement agent, you should notify Baird of such decision immediately and Baird will provide additional disclosures to you which will describe the role of underwriter or placement agent and explain any actual or potential conflicts of interest inherent in that role.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.