

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**DECEMBER 15, 2020**  
**7:00 P.M.**

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

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

\*6. **MINUTES:** Board & Committee Minutes – December 1, 2020

\*7. **BILL LIST:** December 15, 2020

8. **TREASURER'S REPORT:** October, 2020  
Sales Tax Report – October, 2020  
Motor Fuel Tax Report – September, 2020

9. **PRESIDENT'S REPORT:** Proclamation Recognizing and Supporting Covid-19 Front Line Workers

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

11. **TOWN HALL:** (Note: Three (3) minute time limit per person)

12. **STANDING COMMITTEE REPORTS:**

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

1. Ordinance Approving a Site Plan, Granting Special Use Permits and Granting Variations for Bucky's on Stearns
- \* 2. Ordinance Approving an Amended Site Plan and Granting a Variation for Rana Cold Storage

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

1. None

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

1. 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.

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

- \*1. Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Management Program Between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc.

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

1. None

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

- \*1. Ordinance Accepting the Public Improvements for Bartlett Pointe West Subdivision

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of December 1, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on December 1, 2020 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 25 people or 25% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Golf Professional Phil Lenz, Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from Alliance Bible Church gave the invocation.

President Wallace asked for a moment of silence to remember the family of Frank Schuler.

4. PLEDGE OF ALLEGIANCE



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5. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add Items 1, 3 and 4 under Finance & Golf, Resolution 2020-117-R, a Resolution Adopting the 2021-25 Capital Improvements Program; Ordinance 2020-119, an Ordinance Abating Certain 2020 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City); Ordinance 2020-120, an Ordinance Abating a Portion of Taxes Heretofore Levied for Year 2020 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017; and General Obligation Refunding Bonds Series 2019 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois; Resolution 2020-122-R, a Resolution Approving an Advisory Services Agreement with Robert W. Baird to Perform Financial Advisory Work for the Village of Bartlett to the Consent Agenda.

Trustee Carbonaro questioned item C1 and thought that the Board had made some changes for the sewer reparations.

Village Administrator Paula Schumacher stated that it was the 85/15% split rather than the 50/50% split on the "Sanitary Sewer System Rehabilitation" project. The dollar amount allocated did not change, just the percentage on the split.

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

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



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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace stated that he would like to have a fellow Bartlett Lion of Frank Schulner's, Trustee Reinke, do a recognition.

Trustee Reinke stated that he appreciated the moment of silence for Frank. He stated that Frank was always a friendly face around Bartlett, and he be remembered through his volunteer work with the Bartlett Lions Club and as Bartlett Santa Claus. Frank worked for the Bartlett Park District for 20 years as a Park Safety and Playground Engineer. He was an avid member of the Bartlett Lions Club, winning the prestigious Melvin Jones award, most recently serving as Director, and previously as President in 2013-2014. He donated his time and toys to Cook County Hospital in the 80's and 90's playing Santa Claus for the children's floor. He was a great man and a great asset to the community and would be in the category of "Bartlett's Best". He died suddenly and it's a tremendous loss.



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Frank married the love of his life and high school sweetheart, Linda (DeSantis) on July 15, 1978 and was happily married for over 42 years and built a beautiful, loving family of 3 children and 3 grandchildren. Everyone who knew Frank, loved him. He was one of those guys that would say hello or something nice, and just light up the room. He will be deeply missed by those who loved him.

President Wallace stated that they send their condolences to the Frank Schuler family and to let them know that he is in their thoughts and prayers.

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

Trustee Gandsey stated that they talked about a proclamation at the last meeting honoring front line workers and staff.

Administrator Schumacher stated that they are working on that.

Trustee Deyne recognized staff birthdays and anniversaries.

**11. TOWN HALL**

**George Lebron, 506 Tamarack Drive**

Mr. Lebron stated that a couple of weeks ago he talked about the improvements on Route 59 and West Bartlett Road. He noticed that the agenda included a new residential and commercial property development on West Bartlett and Naperville Roads. He spoke about the proposed new roads on West Bartlett and Naperville for that development. Along with the overabundance of truck traffic on these roads, he wondered where all this traffic is going. He knew there were two studies that should be complete. He is fighting for what is right for their community. He would be a fool to believe that the Board will not vote to go ahead and do this development. They are looking at how to co-exist peacefully with the village and hope the Board will take into consideration their rights, concerns and quality of life. He wonders where this all ends and if there is a rainbow at the end of this tunnel of how traffic will be mitigated. There is no more room for trucks or the expansion once the homes are done. He spoke about the amount of speeding trucks. He recently pulled into Fastenal and wondered why there are turn restrictions from their facility that is bringing more traffic down Munger Road toward Naperville Road.

President Wallace stated that the restrictions were because of the delayed hours coming in and out of that complex and was for safety reasons.

Administrator Schumacher stated that the first Elmhurst Chicago Stone traffic study is complete and that is being incorporated into the study with Fish Transportation Group



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that should be completed next week. They will review and prepare a proposal to send to the County with recommendations. The Board will review this prior at the Committee meeting and formulate what is forwarded. The Mayor sent a letter with a video that Mr. Lebron and his neighbors compiled of that traffic. It was sent to the County as well as the Cook County Commissioner putting them on notice that we are conducting these studies and would be heading their way with recommendations and hope to work with them on mitigating that traffic. Also included was the development forecast impacting that traffic. Crown Development plans are at the "concept" level. When they have new developments, they do a plan for construction traffic that will be part of the review with the petitioner. This is just the very beginning stages of this project and the Board will not be voting on this at any time soon. In terms of the turn restrictions, she asked Ms. Grill to explain.

Planning & Development Director Roberta Grill stated that they conditioned the left turn movement on Munger so it would not conflict with peak travel times.

Mr. Lebron stated that it is going down to Naperville Road instead. When the village widened Stearns and Bartlett Roads to absorb the additional traffic, what good is the work on Stearns with directing traffic during peak time, down to Munger or Bartlett Road which they all go down Naperville Road? It does not make sense to him.

President Wallace stated that from these traffic studies, they will compile a list of requests for changes on Naperville Road and hopefully Mr. Lebron and neighbors will be active in making those suggestions.

Administrator Schumacher stated that these will be on the Committee agenda in the next month or so.

Mr. Lebron stated that he knew it was a year or two away but it is just another traffic flow that he hoped would be managed better than Brewster Creek.

Administrator Schumacher stated that with the County having the jurisdiction on Naperville Road, she encouraged him to contact them as well.

**Nick Anderson, 514 Tamarack Drive**

Mr. Anderson stated that he lives three houses down from George Lebron and he seconds the concerns of Mr. Lebron. He wanted to make sure that the Board heard one more voice pleading with the Board to take care of the traffic here especially if they continue with expansion. He is glad to participate in any committee work or recommendations needed.



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12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that the 2021 Annual Meeting Schedule was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the BEDA Program Changes were covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2020-117-R, a Resolution Adopting the 2021-25 Capital Improvements Program; Ordinance 2020-119, an Ordinance Abating Certain 2020 Tax Levies of the Village of Bartlett for Special Service Area Number One (Bluff City); Ordinance 2020-120, an Ordinance Abating a Portion of Taxes Heretofore Levied for Year 2020 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017; and General Obligation Refunding Bonds Series 2019 of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois; Resolution 2020-122-R, a Resolution Approving an Advisory Services Agreement with Robert W. Baird to Perform Financial Advisory Work for the Village of Bartlett were covered and approved under the Consent Agenda.

Trustee Deyne presented Ordinance 2020-118, an Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021.

Finance Director Todd Dowden stated that the levy process starts when they pass the budget in April. Levy discussions began on the first of October and we had the Truth in Taxation Public Hearing at the October 20 meeting. Tonight is the final process to pass the Ordinance which then needs to be filed with the counties by the year end. The general corporate levy is \$6,433,094; police pension levy is \$2,067,903; debt service levy is \$3,098,294. The total is \$11,599,291 and is up 1.04% from the 2019 extension.

Trustee Deyne moved to approve Ordinance 2020-118, an Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021 and that motion was seconded by Trustee Carbonaro.



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**ROLL CALL VOTE TO APPROVE ORDINANCE 2020-118 FOR THE LEVY AND ASSESSMENT OF TAXES**

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

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

Trustee Hopkins stated that the Approval of Executive Session Minutes from January 21, 2020 [Approved Minutes on "Hold" from Public] was covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that there was no report.

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

Trustee Suwanski presented Ordinance 2020-121, an Ordinance Authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program. She indicated that it is in regards to improvements to the Bittersweet Water Reclamation facility with an estimated cost of \$37 million.

Trustee Suwanski moved to approve Ordinance 2020-121, an Ordinance Authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program and that motion was seconded by Trustee Reinke.

Public Works Director Dan Dinges stated that this was for the Bittersweet Wastewater Treatment Plant improvements. This is the first step in applying for the IEPA loan. They will have additional items including the entire application packet coming to a future agenda. The loan funds would become available in July of 2021 and they would probably go out to bid in the spring (May timeframe) and wait for IEPA loan approval in July, then proceed with construction.

Trustee Hopkins asked when was the last time that the Bittersweet plant had this much construction upgrades.

Mr. Dinges stated that there have been various small projects. They had a loan in 2013 or 2014 when they did the influent pump station. They have not done anything this large



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since it was built in 1972. There is definitely a need to fix the stuff that has been deteriorating and add new equipment to meet new phosphorus limits. This plant will have some new treatment processes to accommodate those new standards.

Trustee Gandsey asked if the community will notice any differences.

Mr. Dinges stated that residents will not find anything noticeable. We must meet our EPA permit limits and the phosphorus limit. This will be a two-year project.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2020-121 AUTHORIZING THE BORROWING OF FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM**

**AYES:** Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Suwanski stated that Resolution 2020-123-R, a Resolution Awarding the 2020-21 Bulk Road Salt Purchase Between the Village of Bartlett and Cargill, Inc. was covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

President Wallace stated that he has been working to craft a letter with some detailed information about a push to encourage some type of progress to get our students back to school. He is going through first drafts and he would like Board feedback on it so we can get it to the U-46 Board of Education by next week. He asked the Board to relay comments to him.

Trustee Carbonaro stated that the sign at Bartlett High School stated that students will return to the classroom on January 4<sup>th</sup>.

President Wallace stated that he has heard from a lot of parents and teachers from other school districts in hybrid situations. He wanted to be very respectful of the U-46 Board's opinion, but also stating his belief on how important it is to have children in the classroom.

Trustee Suwanski asked if he was looking to implement full classroom learning?

President Wallace stated that he was open to any possibilities and giving options for hybrid learning, or whatever it takes to get those in most need or struggling, back in a



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classroom and that is his main focus. He believes that the rare few (high school students) could possibly learn from a remote situation, but not as well. He wants to get some momentum and let the Board know that we are hearing from our constituents that something needs to move.

Trustee Deyne stated that the downtown lighting looks beautiful.

Ms. Schumacher stated that they will have the virtual lighting on social media platforms as well as the visit from Santa. She stated that they are entirely remote tonight due to the COVID concerns and in compliance with the Open Meetings Act requirement.

Trustee Hopkins stated that when the Naperville Road traffic studies are complete, would it be possible to have it on the Committee and bring the traffic consultants in to talk about some of the concerns.

Ms. Schumacher stated that is the plan and she hopes to get it on the January 5<sup>th</sup> agenda. They have not seen the study or discussed scheduling with Cindy Fish at Fish Transportation Group. The plan is to have it on Committee for a full discussion.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None

15. ADJOURN

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

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:39 p.m.

Lorna Gilles  
Village Clerk



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1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of December 1, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:39 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on December 1, 2020 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 25 people or 25% of the capacity of the meeting room as a public health measure.

**PRESENT:** Chairman Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski and President Wallace

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN REINKE**  
**Route 59/West Bartlett Road Concept Plan Review**

Chairman Reinke stated the development is approximately a 114-acre mixed-use development site with duplexes and ranch homes. There is also a pod dedicated to commercial use with 11 acres of open space.

Roberta Grill, Planning and Development Director stated this piece has many zoning designations. It straddles the east and west sides of Route 59, travels north and crosses over the Metra/Soo Line and has development north of the tracks. This is a concept plan and development consists 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



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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. The plan identifies four (4) PODs or neighborhoods proposed for residential development. POD 1 would consist of approximately 90 duplexes on 9,400 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's 1 and 2 would be for your typical active adult buyer. 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. There would also be a 50-acre wetland area north of the tracks.

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. They would also be requesting two additional curb cuts, a potential full curb cut located on the west end of the commercial, and a potential right in, right out closer to the intersection. 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. To give you an update, 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. 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.

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. 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. Stormwater detention and wetland requirements would be determined at the time of a formal application submittal. Staff directed the petitioner to also contact the park district for their review of the proposed parks and the required



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dedications associated with this proposed development. The petitioners are on the call tonight if you have any specific questions.

Chairman Deyne asked about the curb cuts along West Bartlett Road. West Bartlett Road backs up for people waiting to make a left hand turn on to Route 59 from eastbound West Bartlett Road.

Ms. Grill stated right now this is just conceptual and neither of these locations have been approved by the County. When the Route 59 improvements occur next year, there will be dual left turn lanes, so that stacking will be shortened.

Chairman Deyne asked when the estimated completion date of that intersection will be.

Dan Dinges, Public Works Director, stated that if they stay on schedule and have a June letting, that means they will likely start utility relocates in the fall and in the spring of 2022 will be about the time they start actual road improvements. It will take about a year to do all road improvements if they stay on schedule.

Chairman Deyne asked about the detention areas south of the railroad.

Ms. Grill stated those areas will be reviewed when they submit a formal application.

Chairman Deyne asked about annexing property around Rt. 59.

Ms. Grill stated those homes are in the village.

Chairman Carbonaro asked about the Naperville Rd. curb cuts. Is there going to be a decelerating lane and left turn lane so people can get in and out safely.

Ms. Grill stated that would depend on what the results are of the traffic impact statement.

Chairman Reinke thanked the petitioner for choosing Bartlett. He stated that some of the issues that have come up tonight surrounding the curb cuts will be something the Village is concerned about. In terms of POD 3, do you have any notions on who you might sell that POD to?

Dan Olsem with Crown Community Development heads up the engineering and construction department with Crown and also present was Chris Naatz who heads up the sales and marketing department. Roberta is right, the timing of this is pretty fortunate because of the improvements that will be occurring at that intersection which will make a tremendous impact on the queuing at that intersection. The corridor transportation study that's being done now is good as well because we were able to provide them this information so they could include that into their study. Our traffic engineer has already



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reached out to IDOT to discuss turn lanes that are coming off West Bartlett Road, even though it's not IDOT's jurisdiction, because Cook County will defer to them. Crown's traffic study will be finalized in about another month.

Chris Naatz stated they are grateful for this opportunity and stated that Pulte Homes is expressing interest in making the homes for that section.

Chairman Deyne asked who might be interested in that commercial area.

Mr. Olsem stated they have had some inquiries, but nothing specific thus far.

Chairman Suwanski asked how many units would be in each building of POD 4.

Mr. Naatz stated he believed they were mostly 4-unit buildings, there may be some 5 or 6-unit buildings.

Chairman Gandsey asked if there would be a path connecting over Rt. 59 for people to walk to the downtown area.

Mr. Olsem stated it would be difficult to cross that many lanes, but we are going to see if that is an option in our traffic study. The wider the intersection, the more concern with safety you get.

President Wallace stated that there is an overpass south of Army Trail that would be ideal.

Mr. Olsem stated Kane County put in an overpass for one of their projects not long ago. The topography of the land is not ideal for a bridge in this location.

President Wallace stated he loved the concept and thought having ranch homes was a great idea. There is a lot of heavy lifting as far as the traffic concerns, but he thought it was a great plan and thanked the petitioner.

Mr. Olsem thanked President Wallace and stated that Crown has been property owners in the village for quite some time and they are happy to finally have a plan that will work well.

Chairman Hopkins stated that with all the construction that will be starting in 2022 along Rt. 59, it would be nice for the village to work with IDOT to get a pedestrian bridge for across Rt. 59. It would help connect both sides of the village.



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**Bucky's on Stearns - Site Plan, Special Use, Variations**

Ms. Grill stated the petitioner is asking for Special Use Permits for an automobile service station, to sell packaged liquor and outdoor sales. They are also asking for variations for their fuel pump canopy and to reduce interior parkway landscaping. At the Zoning Board of Appeals (ZBA) meeting, they reviewed the variation request and conducted the requisite public hearing at their meeting on November 5, 2020. The ZBA recommended approval based on the findings of fact outlined in the staff report. The Plan Commission reviewed the petitioners request 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: 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. Mr. McMahon is on the zoom call tonight if you have any further questions.

Chairman Reinke stated that there is a perception that "we" are removing the Sonic and replacing it with a gas station. It is his understanding that this Sonic site has been under performing and is probably not something that would be viable in the medium term anyway. He asked if we have any information on that.

Ms. Grill stated we do and Mr. McMahon can address that.

Mr. McMahon stated that they are selling it to him because the owner owns several and this one is under performing.

Chairman Hopkins stated that he read an article that Bucky's was bought or is merging, is there any truth to this.

Mr. McMahon stated there is and that Casey's is acquiring Bucky's as a stock purchase as of December. Nothing will change, but he imagines Casey's will probably try to come in and get approval for resigning and maybe some interior changes to the kitchen, but the layout will remain the same.

Chairman Hopkins thanked the petitioner.

President Wallace stated that being from Iowa, he would agree that the pizza is very popular. It does not compare to Chicago pizza, but it is good. It will be a nice addition to that corner, but it is unfortunate that the Sonic could not make it there.

Chairman Deyne asked what the timeline was.

Mr. McMahon stated construction will start in April or May and will be completed in 90-120 days.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
December 1, 2020**

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The item was forwarded on to the Village Board.

**FINANCE & GOLF, CHAIRMAN DEYNE**  
**Debt Refunding Bond Ordinance**

Todd Dowden, Finance Director stated a couple of meetings ago, we talked about two refinancing opportunities the village has, one is to refinance the DuPage Water Commission loan to lock in at a low rate and the other is to refund the callable portion of the 2012 general obligation bonds that are still outstanding for savings. This is a parameter style ordinance. The village has been using this kind of ordinance the last three bond issuances. It offers flexibility and allows the bonds to be issued over the next six months. It also sets the limits that must be followed when the final bond terms are established. Lastly, it delegates the final approval to the village president or administrator so bonds can be sold sometime other than right at a Board meeting. All of these parameters have to be set before a bond can be issued. The parameters sets the max par at \$18.8 million with a final maturity date of 2039, the maximum annual maturity amount would be \$1.6 million, the max coupon interest rate of 6%, and the maximum bond tax levy would be \$1.7 million. The 2021 B series would have a maximum par of \$11.95 million with a final maturity of 2031, max maturity amount would be \$2.02 million, max interest rate of 5% and maximum bond tax levy of \$2,028,800. Delena Welkomer is on the call tonight, she looked at the current market and rates have gone up slightly with the water loan refinancing. Estimated savings is right around 7%, they had been over 8% at the beginning of October. Savings would still be estimated around \$1.25 million. As far as the 2012 refunding, estimated savings is around 10% on a present value basis of \$1.1 million. The next step would be to approve the ordinance at the December 15<sup>th</sup> meeting. Staff still has to meet with Moody's to put a rating on these bonds. We are currently at a AA-1 which is second highest level for a municipality.

Chairman Hopkins asked when these bonds will be eligible for refinancing again.

Mr. Dowden stated the 2012 bonds could be refinanced in about 8 years.

President Wallace asked if there was anyway we can accelerate what we are doing so we don't lose another percent.

Ms. Welkomer stated we would be in a position to submit documents to Moody's next week. The driving force behind moving the timeline forward is how quickly Moody's can schedule a conference call with us and get us a rating. We are hoping to get a rating before or just after Christmas. We would post the preliminary official statement and then we could have a competitive sale as early as the first week in January. She agreed with President Wallace the sooner to get in the market the better.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
December 1, 2020**

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President Wallace stated it would be fantastic if we could get this finished as quickly as possible.

Chairman Carbonaro asked when we sell these bonds are we cutting out the Boards approval.

Ms. Welkomer stated that is correct. The parameters ordinance establishes criteria that has to be met in order for one of the officers to authorize the sale of the bond.

The item was forwarded on to the Village Board.

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

**ROLL CALL VOTE TO ADJOURN**

AYES: Chairmen Carbonaro, Deyne, Gandsey, Hopkins, Reinke and Suwanski

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting was adjourned at 8:18 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/15/2020

**10000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - DEC 2020	315,246.59
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - DEC 2020	1,631.62
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - DEC 2020	15,100.59
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - DEC 2020	116.50
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - DEC 2020	1,056.32
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/DEC 2020	899.25
<b>INVOICES TOTAL:</b>		<b>334,050.87</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK YOUR SPACE INC	BANNERS	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CALENDARS	48.86
<b>INVOICES TOTAL:</b>		<b>48.86</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU WEBINAR REGISTRATION FEE	33.00
<b>INVOICES TOTAL:</b>		<b>33.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA DUES	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB BEGORA	SANTA APPEARANCE	200.00
** 1 CARDMEMBER SERVICE	VILLAGE CHRISTMAS CARDS	339.67
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	1,050.00
<b>INVOICES TOTAL:</b>		<b>1,589.67</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	308.64
1 PAM ROHLER	SUPPLIES FOR DEPOT MUSEUM	68.72

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/15/2020

INVOICES TOTAL: **377.36**

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ZOOM MEETING/ MTG REFRESHMENTS	413.98
1 COMCAST	CABLE SERVICE	31.65
1 FLAGS USA LLC	U.S. FLAG	71.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	ADDITIONAL CLEANING - NOV 2020	1,500.00
1 WAREHOUSE DIRECT	DISINFECTANT WIPES	45.95
1 WAREHOUSE DIRECT	KLEENEX/HAND THERMOMETER	74.63
1 WAREHOUSE DIRECT	DISINFECTANT SPRAY	253.98
1 WAREHOUSE DIRECT	HAND THERMOMETERS/PENS	298.52
1 WAREHOUSE DIRECT	HAND THERMOMETERS	447.78
1 WAREHOUSE DIRECT	BATTERIES FOR THERMOMETERS	18.60
<u>INVOICES TOTAL:</u>		<b>3,156.09</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,223.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	2,360.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
<u>INVOICES TOTAL:</u>		<b>23,258.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	HEATING UNIT REPLACEMENT	14,512.00
<u>INVOICES TOTAL:</u>		<b>14,512.00</b>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	W-2 & 1099 FORMS	396.81
1 SOUTHERN COMPUTER WAREHOUSE	FOXIT PHANTOMPDF SOFTWARE	193.45
1 WAREHOUSE DIRECT	KLEENEX/HAND THERMOMETER	7.98
1 WAREHOUSE DIRECT	HAND THERMOMETERS/PENS	32.22
1 WAREHOUSE DIRECT	ENVELOPES/PAPER ROLLS	88.66
<u>INVOICES TOTAL:</u>		<b>719.12</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF REPORT	17.80

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
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INVOICES TOTAL: 17.80

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CREDIT/GFOA CONFERENCE FEE	-100.00
		<u>INVOICES TOTAL:</u> <u>-100.00</u>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	54.22
		<u>INVOICES TOTAL:</u> <u>54.22</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	65.05
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	239.12
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	72.16
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 VERIZON WIRELESS	WIRELESS SERVICES	636.88
		<u>INVOICES TOTAL:</u> <u>1,133.21</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,203.84
		<u>INVOICES TOTAL:</u> <u>1,203.84</u>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SQUARESPACE ANNUAL RENEWAL	164.00
		<u>INVOICES TOTAL:</u> <u>164.00</u>

**524240-IMPOUNDING ANIMALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL BOARDING FEES	105.00
		<u>INVOICES TOTAL:</u> <u>105.00</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	NON-MARRING WEDGES	43.98
1 AMAZON CAPITAL SERVICES INC	AIR WEDGE BAGS	39.90
1 AMAZON CAPITAL SERVICES INC	DOOR EDGE GUARDS	21.48
1 AMAZON CAPITAL SERVICES INC	DOOR EDGE GUARDS	103.01
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	156.24

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/15/2020**

1 SQUEAKY G'S CAR WASH INC	NOVEMBER 2020 CAR WASHES	39.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	551.05
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	228.85
<b>INVOICES TOTAL:</b>		<b>1,263.31</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FURNACE FILTERS	51.99
** 1 CARDMEMBER SERVICE	COVID CLEANING SUPPLIES	139.58
1 THE FINER LINE INC	PERPETUAL PLATES/ENGRAVING	50.46
1 MICHAEL KMIECIK	LUTHER K9 FOOD	111.35
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	106.92
** 1 TREE TOWNS IMAGING & COLOR GRAPHICS	DEPOSIT/PICTURES FOR WALLS	1,220.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
<b>INVOICES TOTAL:</b>		<b>1,942.82</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	BASEBALL CAPS	32.00
1 STREICHER'S INC	BASEBALL CAPS	48.00
<b>INVOICES TOTAL:</b>		<b>80.00</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	BUCKETS	16.25
<b>INVOICES TOTAL:</b>		<b>16.25</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CORRECTION TAPE/BINDERS	83.80
<b>INVOICES TOTAL:</b>		<b>83.80</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DEADBOLT INSTALLATION	177.20
1 MUNICIPAL ELECTRONICS DIVISION LLC	RADAR CERTIFICATION	35.00
<b>INVOICES TOTAL:</b>		<b>212.20</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHANIE NOVARRO	TRAINING ACADEMY EXPENSES	184.00
1 PETE RAKIEWICZ	TRAINING EXPENSES	91.50

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 12/15/2020

1 PETE RAKIEWICZ	TRAINING EXPENSES	36.60
1 THOMAS SALAZAR	TRAINING ACADEMY EXPENSES	184.00
		<b>INVOICES TOTAL: 496.10</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	43.00
		<b>INVOICES TOTAL: 43.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SECRETARY OF STATE	NOTARY PUBLIC RENEWAL/M MILOS	10.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY RENEWAL/D FUENTES	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY RENEWAL/M MILOS	50.00
		<b>INVOICES TOTAL: 110.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NNO PHOTOS	51.31
1 CREATIVE PRODUCT SOURCING INC	PURCHASE OF DARE SUPPLIES	3,626.73
1 CREATIVE PRODUCT SOURCING INC	PURCHASE OF DARE SUPPLIES	156.25
		<b>INVOICES TOTAL: 3,834.29</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	320.00
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	2,200.00
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	80.00
		<b>INVOICES TOTAL: 2,600.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	CUSTOM FACE MASKS	800.00
		<b>INVOICES TOTAL: 800.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CD/DVD DUPLICATOR	1,032.82
		<b>INVOICES TOTAL: 1,032.82</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	256.34

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 VERIZON WIRELESS	WIRELESS SERVICES	35.60
	<b>INVOICES TOTAL:</b>	<b>294.04</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.50
1 NICOR GAS	GAS BILL	217.50
1 NICOR GAS	GAS BILL	287.73
1 NICOR GAS	GAS BILL	122.03
1 NICOR GAS	GAS BILL	445.54
	<b>INVOICES TOTAL:</b>	<b>1,094.30</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	160.00
	<b>INVOICES TOTAL:</b>	<b>160.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

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

**527130-SIDEWALK & CURB REPLACEMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JENNIFER DZIEPAK	PUBLIC SIDEWALK REPLACEMENT	748.80
1 MARK GERMANN	PUBLIC SIDEWALK REPLACEMENT	576.00
1 MIKE ZOLECKI	PUBLIC SIDEWALK REPLACEMENT	500.00
	<b>INVOICES TOTAL:</b>	<b>1,824.80</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	9.26
1 FLAGS USA LLC	U.S. FLAGS/SNAPHOOKS	280.80
1 RALPH HELM INC	GENERATOR	964.99
1 SITEONE LANDSCAPE SUPPLY LLC	CHRISTMAS WREATHS/ROPING BALSAM	279.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	214.06
	<b>INVOICES TOTAL:</b>	<b>1,748.11</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT SPORTS	STAFF JACKETS	200.00
	<b>INVOICES TOTAL:</b>	<b>200.00</b>

**530160-SAFETY EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FIVE STAR SAFETY EQUIPMENT INC	BOOT OVERSHOES	117.65
1 FIVE STAR SAFETY EQUIPMENT INC	BOOT BUCKLES	91.80

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/15/2020

INVOICES TOTAL: 209.45

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	I-PHONE CASES	53.94
1 WAREHOUSE DIRECT	INK CARTRIDGES/OFFICE SUPPLIES	37.42
1 WAREHOUSE DIRECT	KLEENEX/CALENDARS/SUPPLIES	58.06
<u>INVOICES TOTAL:</u>		<u>149.42</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	AIR FILTER	6.68
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	137.95
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	990.82
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURN	-170.82
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.37
1 WEST SIDE TRACTOR SALES	STREET SWEEPER REPAIRS	614.26
<u>INVOICES TOTAL:</u>		<u>1,593.26</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.37
1 UNIFIRST CORPORATION	MATS	22.37
<u>INVOICES TOTAL:</u>		<u>44.74</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L SOCIETY OF ARBORICULTURE	ANNUAL MEMBERSHIP FEE	285.00
<u>INVOICES TOTAL:</u>		<u>285.00</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT DRNG/BIKE PATH	552.30
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	3,386.25
1 WELCH BROS INC	MAINTENANCE MATERIALS	219.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	90.09
<u>INVOICES TOTAL:</u>		<u>4,247.64</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	138.66
<u>INVOICES TOTAL:</u>		<u>138.66</u>

**2200-MFT EXPENDITURES**

**583082-STEARNES RD COUNTY CRK CULVRT**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/15/2020**

1 HAMPTON LENZINI AND RENWICK INC	STEARNS CULVERT PROJECT	400.00
	<u>INVOICES TOTAL:</u>	<u>400.00</u>

**3000-DEBT SERVICE EXPENDITURES**

**547066-2012 GO BOND INTEREST**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WELLS FARGO BANK	DEBT SERVICE PAYMENT	209,309.38
	<u>INVOICES TOTAL:</u>	<u>209,309.38</u>

**547067-2012 GO BOND PRINCIPAL**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 2 WELLS FARGO BANK	DEBT SERVICE PAYMENT	300,000.00
	<u>INVOICES TOTAL:</u>	<u>300,000.00</u>

**547070-2017 GO BOND INTEREST**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 UMB BANK N.A.	DEBT SERVICE PAYMENT	30,000.00
	<u>INVOICES TOTAL:</u>	<u>30,000.00</u>

**547071-2017 GO BOND PRINCIPAL**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 2 UMB BANK N.A.	DEBT SERVICE PAYMENT	270,000.00
	<u>INVOICES TOTAL:</u>	<u>270,000.00</u>

**547077-2019 GO BOND INTEREST**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 UMB BANK N.A.	DEBT SERVICE PAYMENT	127,500.00
	<u>INVOICES TOTAL:</u>	<u>127,500.00</u>

**547078-2019 GO BOND PRINCIPAL**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 2 UMB BANK N.A.	DEBT SERVICE PAYMENT	685,000.00
	<u>INVOICES TOTAL:</u>	<u>685,000.00</u>

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

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	480.00
	<u>INVOICES TOTAL:</u>	<u>480.00</u>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/15/2020**

**	1	CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.66
	1	HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	600.00
	1	WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,133.92
	1	WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
				<u>INVOICES TOTAL:</u>
				<u>14,063.91</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	256.34
		<u>INVOICES TOTAL:</u>
		<u>256.34</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2020 BILLING	741.53
		<u>INVOICES TOTAL:</u>
		<u>741.53</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	2,201.25
		<u>INVOICES TOTAL:</u>
		<u>2,201.25</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	561.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	180.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	506.75
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,286.57
1 NICOR GAS	GAS BILL	210.03
1 NICOR GAS	GAS BILL	48.58
1 NICOR GAS	GAS BILL	177.33
		<u>INVOICES TOTAL:</u>
		<u>3,971.24</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	COPPER TUBING/SUPPLIES	1,030.80
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	25.37
		<u>INVOICES TOTAL:</u>
		<u>1,056.17</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	EQUIPMENT CALIBRATION	277.35
1 FULLIFE SAFETY CENTER	BOOTS	164.97
		<u>INVOICES TOTAL:</u>
		<u>442.32</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/OFFICE SUPPLIES	37.42

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 WAREHOUSE DIRECT	KLEENEX/CALENDARS/SUPPLIES	58.07
	<b>INVOICES TOTAL:</b>	<b>95.49</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	2,559.23
	<b>INVOICES TOTAL:</b>	<b>2,559.23</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.38
	<b>INVOICES TOTAL:</b>	<b>14.38</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.38
1 UNIFIRST CORPORATION	MATS	22.38
	<b>INVOICES TOTAL:</b>	<b>44.76</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	715.00
	<b>INVOICES TOTAL:</b>	<b>715.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS SECTION AWWA	TRAINING FEES	125.00
	<b>INVOICES TOTAL:</b>	<b>125.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	138.67
	<b>INVOICES TOTAL:</b>	<b>138.67</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	RISK & RESILIENCE ASSESSMENT	5,100.00
	<b>INVOICES TOTAL:</b>	<b>5,100.00</b>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	256.35

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/15/2020

INVOICES TOTAL: **256.35**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2020 BILLING	741.53
		<u>INVOICES TOTAL:</u> <b>741.53</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	893.00
		<u>INVOICES TOTAL:</u> <b>893.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	343.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	36,392.28
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	167.07
1 NICOR GAS	GAS BILL	39.46
1 NICOR GAS	GAS BILL	40.86
1 NICOR GAS	GAS BILL	136.78
1 NICOR GAS	GAS BILL	296.61
1 NICOR GAS	GAS BILL	39.48
1 NICOR GAS	GAS BILL	124.95
1 NICOR GAS	GAS BILL	39.89
1 NICOR GAS	GAS BILL	40.51
1 NICOR GAS	GAS BILL	42.76
1 NICOR GAS	GAS BILL	41.56
1 NICOR GAS	GAS BILL	58.81
		<u>INVOICES TOTAL:</u> <b>37,804.91</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/OFFICE SUPPLIES	37.42
1 WAREHOUSE DIRECT	KLEENEX/CALENDARS/SUPPLIES	58.07
		<u>INVOICES TOTAL:</u> <b>95.49</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	2,559.22
		<u>INVOICES TOTAL:</u> <b>2,559.22</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	ELECTRIC CEILING HEATER	648.42
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.38
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	46.92
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 12/15/2020

INVOICES TOTAL: **859.72**

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	22.38
1 UNIFIRST CORPORATION	MATS	22.38
<u>INVOICES TOTAL:</u>		<b>44.76</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	138.67
<u>INVOICES TOTAL:</u>		<b>138.67</b>

**547075-2019 SEWER BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	DEBT SERVICE PAYMENT	153,450.00
<u>INVOICES TOTAL:</u>		<b>153,450.00</b>

**547076-2019 SEWER BOND-PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	DEBT SERVICE PAYMENT	260,000.00
<u>INVOICES TOTAL:</u>		<b>260,000.00</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/NOV 20	1,159.10
<u>INVOICES TOTAL:</u>		<b>1,159.10</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	8,515.00
1 ENGINEERING ENTERPRISES INC	BASIN SSES ANALYSIS	25,614.36
1 ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	7,527.50
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	702.00
<u>INVOICES TOTAL:</u>		<b>42,358.86</b>

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	LIFT STATION REHAB PROJECT	7,732.50
1 CRAWFORD MURPHY & TILLY	BIDDING/ENGINEERING ASSISTANCE	5,747.50
<u>INVOICES TOTAL:</u>		<b>13,480.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	6,364.00
<b>INVOICES TOTAL:</b>		<b>6,364.00</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	24.54
1 UNIFIRST CORPORATION	MATS	24.54
<b>INVOICES TOTAL:</b>		<b>449.08</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	50.51
1 NICOR GAS	GAS BILL	162.83
<b>INVOICES TOTAL:</b>		<b>213.34</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NEW MODEM/METRA DSL LINE	151.84
<b>INVOICES TOTAL:</b>		<b>151.84</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	275.62
<b>INVOICES TOTAL:</b>		<b>275.62</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	HEATING UNIT REPAIRS	345.00
<b>INVOICES TOTAL:</b>		<b>345.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	693.77
<b>INVOICES TOTAL:</b>		<b>693.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	PFS SERVICE AGREEMENT FEE	500.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL: **500.00**

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	120.00
		<u>INVOICES TOTAL:</u> <b>120.00</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	311.85
		<u>INVOICES TOTAL:</u> <b>311.85</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BILL'S GOLF INC	GOLF CLUBS	70.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	112.76
		<u>INVOICES TOTAL:</u> <b>182.76</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	624.98
1 ADIDAS AMERICA INC	GOLF APPAREL	375.15
		<u>INVOICES TOTAL:</u> <b>1,000.13</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'LEARY'S CONTRACTORS	AIR COMPRESSOR RENTAL	531.00
		<u>INVOICES TOTAL:</u> <b>531.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	147.07
1 NICOR GAS	GAS BILL	231.24
		<u>INVOICES TOTAL:</u> <b>378.31</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	570.00
		<u>INVOICES TOTAL:</u> <b>570.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	792.66
		<u>INVOICES TOTAL:</u> <b>792.66</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 12/15/2020**

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	MAINTENANCE SUPPLIES	138.00
1 J W TURF INC	MAINTENANCE SUPPLIES	134.40
<b>INVOICES TOTAL:</b>		<b>272.40</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	36.19
<b>INVOICES TOTAL:</b>		<b>141.60</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	115.62
<b>INVOICES TOTAL:</b>		<b>115.62</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	300.00
<b>INVOICES TOTAL:</b>		<b>300.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FACE MASKS/OFFICE SUPPLIES	10.00
<b>INVOICES TOTAL:</b>		<b>10.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	147.24
<b>INVOICES TOTAL:</b>		<b>147.24</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	36.19
<b>INVOICES TOTAL:</b>		<b>199.61</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	115.62

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL: **115.62**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	268.44
<u>INVOICES TOTAL:</u>		<b>268.44</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FACE MASKS/OFFICE SUPPLIES	53.54
<u>INVOICES TOTAL:</u>		<b>53.54</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	147.24
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,131.67
<u>INVOICES TOTAL:</u>		<b>2,278.91</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	294.48
<u>INVOICES TOTAL:</u>		<b>294.48</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTIONS	5,678.00
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTION	284.00
** 1 ONSOLVE LLC	CODE RED SERVICE AGREEMENT	17,500.00
<u>INVOICES TOTAL:</u>		<b>23,462.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
1 THINKGARD	MONTHLY SERVICE AGREEMENT	2,090.90
<u>INVOICES TOTAL:</u>		<b>2,179.30</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	206.00
<u>INVOICES TOTAL:</u>		<b>206.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
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**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2020	3,752.00
1 UNIFIRST CORPORATION	MATS	91.44
1 UNIFIRST CORPORATION	MATS	91.44
<b>INVOICES TOTAL:</b>		<b>3,934.88</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VILLAGE HALL DSL LINE	68.05
1 VERIZON WIRELESS	WIRELESS SERVICES	228.08
<b>INVOICES TOTAL:</b>		<b>296.13</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	342.03
1 NICOR GAS	GAS BILL	941.41
<b>INVOICES TOTAL:</b>		<b>1,283.44</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CALENDARS	88.72
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	252.42
1 WAREHOUSE DIRECT	KLEENEX/HAND THERMOMETER	93.96
1 WAREHOUSE DIRECT	PAPER	422.16
<b>INVOICES TOTAL:</b>		<b>857.26</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	0.73
<b>INVOICES TOTAL:</b>		<b>0.73</b>

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LTD	REVIEW & REPORT - G SELMANI	1,875.00
<b>INVOICES TOTAL:</b>		<b>1,875.00</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DINA G MANCILLAS CSR, RPR, CRR, CLR	PENSION MEETING MINUTES	1,800.00
<b>INVOICES TOTAL:</b>		<b>1,800.00</b>

**7200-BLUFF CITY SSA DEBT SERV EXP**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 12/15/2020

**547004-SSA BOND INTEREST EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	DEBT SERVICE PAYMENT	58,662.50
<b>INVOICES TOTAL:</b>		<b>58,662.50</b>

**547005-SSA BOND PRINCIPAL PAYMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 BLUFF CITY LLC	DEBT SERVICE PAYMENT	900,000.00
<b>INVOICES TOTAL:</b>		<b>900,000.00</b>

**GRAND TOTAL: 3,585,968.39**

GENERAL FUND	406,278.05
MOTOR FUEL TAX FUND	400.00
DEBT SERVICE FUND	1,621,809.38
BREWSTER CREEK TIF MUN ACCT	480.00
WATER FUND	31,525.29
SEWER FUND	520,205.61
PARKING FUND	814.26
GOLF FUND	9,898.56
CENTRAL SERVICES FUND	32,219.74
POLICE PENSION FUND	3,675.00
BLUFF CITY SSA DEBT SERV FUND	958,662.50
<b>GRAND TOTAL</b>	<b>3,585,968.39</b>

\*\* Indicates pre-issue check.

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

Fund	9/30/2020	Receipts	Disburse- ments	10/31/2020
General	16,798,027	3,215,804	1,790,959	18,222,872
MFT	2,064,088	132,246	1,663	2,194,671
Debt Service	2,572,576	95,877	0	2,668,453
Capital Projects	947,413	49	0	947,462
Municipal Building	1,051,555	333	0	1,051,888
Developer Deposits	2,527,614	11,316	0	2,538,930
59 & Lake TIF	0	0	0	0
BC Municipal TIF	1,244,055	80,319	43,195	1,281,179
Bluff City TIF Municipal	117,681	414	0	118,095
Water	(647,139)	1,315,861	1,219,871	(551,149)
Sewer	21,169,798	592,744	610,698	21,151,844
Parking	15,497	3,897	14,698	4,696
Golf	38,165	148,365	167,427	19,103
Central Services	733,096	115,014	122,862	725,249
Vehicle Replacement	3,748,578	49,583	0	3,798,160
<b>TOTALS</b>	<b>52,381,002</b>	<b>5,761,822</b>	<b>3,971,372</b>	<b>54,171,452</b>

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	10/31/2020
	9,956,895	7,723,069	542,909		18,222,872
	1,998,529	435,440	(239,298)		2,194,671
	1,438,826	1,225,065	4,562		2,668,453
	22,576	19,222	905,664		947,462
	416,297	354,449	281,141		1,051,888
	187,907	2,150,590	200,433		2,538,930
	439,144	373,902	(813,047)		0
	705,813	600,953	(25,588)		1,281,179
	63,690	54,228	176		118,095
	2,247,937	1,913,884	(4,712,970)		(551,149)
	1,740,360	1,481,716	17,929,768		21,151,844
	11,410	9,715	(16,429)		4,696
	0	0	19,103		19,103
	263,705	224,528	237,015		725,249
	826,439	703,658	2,268,064		3,798,160
<b>TOTALS</b>	<b>20,319,529</b>	<b>17,270,419</b>	<b>16,581,505</b>		<b>54,171,452</b>

BC Project TIF	9,196,578	1,142,530	582,800	9,756,308
Bluff City Project TIF	551,127	6,399	0	557,526
Bluff City SSA Debt Srv.	686,840	363,514	0	1,050,354
Police Pension	51,471,009	(751,347)	229,076	50,490,586



Todd Dowden  
 Finance Director

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

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	15,874,877	24,183,270	65.64%	62.60%	11,542,039	24,951,630	46.26%	48.55%
MFT	751,288	1,765,000	42.57%	31.26%	2,114,235	2,620,000	80.70%	33.90%
Debt Service	2,449,673	3,192,494	76.73%	77.46%	648,440	3,165,819	20.48%	20.92%
Capital Projects	905,894	500.00	100.00%	66.83%	0	0	0.00%	0.00%
Municipal Building	5,789	7,000	82.70%	47.54%	9,998	415,000	2.41%	36.69%
Developer Deposits	54,689	601,000	9.10%	11.39%	0	763,958	0.00%	0.00%
Bluff City SSA	386,653	1,007,933	38.36%	55.28%	85,738	1,107,575	7.74%	10.19%
59 & Lake TIF	0	133,000	0.00%	0.00%	0	133,000	0.00%	0.00%
Bluff City Municipal TIF	35,393	31,600	112.00%	97.27%	0	57,000	0.00%	0.00%
Bluff City Project TIF	550,392	1,944,000	28.31%	24.14%	0	1,940,000	0.00%	0.00%
Brewster Creek Municipal TIF	842,786	790,000	106.68%	103.54%	284,544	1,154,681	24.64%	23.28%
Brewster Creek Project TIF	8,205,640	7,007,000	117.11%	69.80%	2,711,980	7,011,360	38.68%	6.09%
Water	6,961,681	12,231,000	56.92%	64.28%	6,164,600	12,976,391	47.51%	44.62%
Sewer	3,287,863	10,635,000	30.92%	28.06%	3,006,596	10,535,479	28.54%	15.02%
Parking	11,137	231,400	4.81%	47.94%	76,755	261,768	29.32%	51.80%
Golf	1,378,868	2,314,158	59.58%	70.11%	1,080,421	2,293,619	47.11%	57.80%
Central Services	691,152	1,384,763	49.91%	50.07%	614,344	1,325,425	46.35%	40.29%
Vehicle Replacement	301,936	653,770	46.18%	50.18%	276,430	466,350	59.28%	54.11%
Police Pension	5,812,300	5,370,926	108.22%	69.68%	1,284,325	5,370,926	23.91%	22.45%
Subtotal	48,508,011	73,483,814	66.01%	57.02%	29,900,443	76,549,981	39.06%	32.88%
Less Interfund Transfers	(2,579,735)	(4,297,209)	60.03%	59.92%	(2,579,735)	(4,297,209)	60.03%	59.92%
Total	45,928,276	69,186,605	66.38%	56.85%	27,320,708	72,252,772	37.81%	31.41%

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

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Percent		
Property Taxes	8,898,190	11,271,814	78.94%	79.36%	
Sales Taxes (General Fund)	1,201,638	2,575,000	46.67%	51.16%	
Income Taxes	2,415,151	4,325,000	55.84%	58.61%	
Telecommunications Tax	279,191	550,000	50.76%	43.14%	
Home Rule Sales Tax	818,049	1,990,000	41.11%	55.36%	
Real Estate Transfer Tax	726,301	800,000	90.79%	71.70%	
Use Tax	848,477	1,460,000	58.11%	49.93%	
Building Permits	431,412	600,000	71.90%	72.42%	
MFT	742,194	1,715,000	43.28%	58.26%	
Water Charges	6,668,264	12,000,000	55.57%	50.67%	
Sewer Charges	3,236,995	7,205,000	44.93%	50.67%	
Interest Income	121,962	429,500	28.40%	69.05%	

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

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,144,167	1,280,158	89.38%
Expenses	681,998	1,272,069	53.61%
Net Income	462,169	8,089	5713.55%
<b>F&amp;B - Restaurant</b>			
Revenues	84,857	158,000	53.71%
Expenses	188,089	317,126	59.31%
Net Income	(103,232)	(159,126)	64.87%
<b>F&amp;B - Banquet</b>			
Revenues	37,114	757,000	4.90%
Expenses	161,671	643,124	25.14%
Net Income	(124,557)	113,876	-109.38%
<b>F&amp;B - Midway</b>			
Revenues	112,730	119,000	94.73%
Expenses	48,663	61,300	79.39%
Net Income	64,067	57,700	111.03%
<b>Golf Fund Total</b>			
Revenues	1,378,868	2,314,158	59.58%
Expenses	1,080,421	2,293,619	47.11%
Net Income	298,447	20,539	1453.08%

Sales Taxes

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
May	126,506	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850
June	164,604	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798
July	165,519	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797
August	177,919	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005
September	187,893	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289
October	177,758	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535
November	161,152	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	
December	164,341	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	
January	167,926	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	
February	157,086	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	
March	177,777	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	
April	152,124	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	
<b>Total</b>	<b>1,980,605</b>	<b>2,048,447</b>	<b>2,083,807</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>1,207,274</b>
% increase	2%	3%	2%	0%	6%	6%	4%	-2%	5%	-16%
<b>Budget</b>	<b>1,950,000</b>	<b>1,975,000</b>	<b>2,010,000</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

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

### PAYMENTS NOTIFICATIONS

➔ [Return Back](#)

Warrant/EFT#: EF 0011490

<b>Fiscal Year</b>	2021	<b>Issue Date</b>	10/06/20
<b>Warrant Total</b>	\$221,534.53	<b>Warrant Status</b>	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1762617	1A1762617	\$221,534.53

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$221,534.53	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2020
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2020 COLL MO: AUG. 2020 VCHR MO: OCT. 2020
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575	
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	122,218	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	1,046,048	1,520,643	592,398
Plus:									
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	
Jobs Now	179,796	179,796	359,592						
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	1,082,957	1,529,835	592,398
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000

Annual Inc in \$ -6.80% 3.71% -0.73% 4.37% -0.91% 0.74% 0.59% 45.37% -11.28%

w/o High Growth



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

October 5, 2020

Bartlett

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

Beginning Unobligated Balance		<b>\$6,722,311.29</b>
Motor Fuel Tax Fund Allotment	\$76,683.05	
MFT Transportation Renewal Fund Allotment	\$55,375.88	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$132,058.93</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$6,854,370.22</b>

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**PROCESSED TRANSACTIONS:**

**PROCLAMATION RECOGNIZING AND SUPPORTING COVID-19  
FRONTLINE WORKERS IN THE VILLAGE OF BARTLETT**

**Whereas** COVID-19 is a generational event that has impacted every aspect of our country; and

**Whereas** the fight against COVID-19 is America's latest battleground and our health care workers, police officers and firefighters, public works employees, food service workers, teachers and childcare workers, transportation workers and more are on the front lines; and

**Whereas** we have called on these essential workers to serve their country during this pandemic and they have answered this call and continue to carry out the critical mission to protect the health and safety of our Bartlett community and to minimize the disruption that COVID-19 has caused to our daily lives; and

**Whereas** doctors, nurses, home care workers and other medical professionals have put themselves in harm's way to care for their patients, COVID-19 or otherwise; and

**Whereas** law enforcement officers, firefighters, EMTs, paramedics and emergency dispatchers have continued to meet their existing responsibilities to maintain safety and public health while overcoming staggering new COVID-19 challenges; and

**Whereas** restaurant workers, food processing workers and grocery store employees have ensured there is food available to put on the table to feed our families during the COVID-19 pandemic; and

**Whereas** communication workers have maintained greatly stressed networks that allow us to stay connected amidst physical isolation and truck drivers, other transportation workers, and food and supply distribution center workers have maintained critical supply chains, supporting the production and distribution of medical supplies, personal protective equipment, medication, food, and more; and

**Whereas** public works employees have continued to maintain our municipal infrastructure such as our streets, bike paths, and water and sewer systems and sanitation, custodial, janitorial, and cleaning service workers have played a critical role in minimizing the spread of COVID-19, particularly in high-risk places that must remain open, including hospitals, airports, and grocery stores; and

**Whereas** childcare workers have continued to care for the children of essential personnel, allowing these personnel to meet their obligations and continue their critical work during the COVID-19 pandemic; and

**Whereas** local, state and federal employees have upheld key government functions and services, which have become more important than ever during COVID-19; and

**Whereas** these workers, and other frontline workers, have continued to perform critical and essential missions during the COVID–19 pandemic: Now, therefore, be it

That the Village of Bartlett appreciates the contributions of all frontline workers during the COVID–19 pandemic; recognizes that these essential individuals have risked their own health and safety, as well as the health and safety of their loved ones, to continue their work during the pandemic; offers the Village’s sincere condolences to those families who have lost a frontline worker to COVID-19; and extends our immense gratitude to all of these heroic and selfless individuals.

Dated this 15<sup>th</sup> day of December 2020.



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Kevin Wallace, Village President



# AGENDA ITEM EXECUTIVE SUMMARY

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

## 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

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on December 1, 2020. The Committee forwarded the petition on to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with exhibits

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2020-\_\_ *An Ordinance Approving A Site Plan, Granting Special Use Permits and Granting Variations for Bucky's on Stearns*
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 12/2/2020

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**20-189**

DATE: December 2, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, Planning & Dev Services Director   
RE: **(#20-08) Bucky's on Stearns**

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**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>
<b>Subject Site</b>	<b>Gas Station</b>	<b>Commercial</b>	<b>B-4</b>
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 **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **December 1, 2020. The Committee forwarded the petition on to the Village Board for a final vote.**

5. The Ordinance with Exhibits is attached for your reference.

/attachments

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ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE APPROVING A SITE PLAN, GRANTING SPECIAL USE PERMITS  
AND GRANTING VARIATIONS FOR BUCKY'S ON STEARNS**

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**WHEREAS**, Buchanan Energy (S) LLC is the owner of the property commonly known as 900 S. Route 59, Bartlett, Illinois which is legally described on **Exhibit A** attached hereto under the heading "MOBILE PROPERTY DESCRIPTION", and Boom Real Estate Holdings, LLC is the owner of the property commonly known as 1121 W. Stearns Road, Bartlett, Illinois, which is legally described on Exhibit A under the heading "SONIC PROPERTY DESCRIPTION", which parcels are generally located at the southeast corner of Route 59 and W. Stearns Road in the Village of Bartlett, and are collectively referred to herein as the "Subject Property"; and

**WHEREAS**, the Subject Property is zoned B-4 (Community Shopping District); and

**WHEREAS**, Richard McMahon on behalf of Buck's Inc. (the "Petitioner"), has filed a petition (the "Petition") for a site plan approval, special use permits to allow (a) an automobile service station, (b) package liquor sales and (c) outdoor sales (collectively, the "Special Use Permits"), and variations to allow (a) a 34 ft. reduction from the required 60 ft. corner side yard to allow the fuel pump canopy 26 feet from the corner side property line (north – W. Stearns Road), (b) an 25 ft. reduction from the required 60 ft. front yard to allow the fuel pump canopy 35 feet from front property line (east – Route 59), and (c) a reduction of the interior parkway landscape requirements (collectively, the "Variations") on the Subject Property; and

**WHEREAS**, the respective owners of the Subject Property, Buchanan Energy (S) LLC and Boom Real Estates Holdings LLC, have each consented to the Petition of Buck's Inc.; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan and conducted the required public hearing with respect to the requested Special Use Permits on the Subject Property at its meeting on November 12, 2020 (Case #20-08) and has recommended to the Corporate Authorities that the Site Plan be approved and the requested Special Use Permits to allow (a) an automobile service station, (b) package liquor sales and (c) outdoor sales, be granted, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing at its meeting on November 5, 2020 with respect to the Petition for the Variations to allow (a) a 34 ft. reduction from the required 60 ft. corner side yard to allow the fuel pump canopy 26 feet from the corner side property line (north – W. Stearns Road), (b) an 25 ft. reduction from the required 60 ft. front yard to allow the fuel pump canopy 35 feet from front property line (east – Route 59), and (c) a reduction of the interior parkway landscape requirements, and has recommended to the Corporate Authorities that the Variations be granted, subject to the findings of fact outlined in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan and grant the Special Use Permits recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One, Two, Three and Seven of this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Variations recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Five of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Corporate Authorities”) as follows:

**SECTION ONE:** That based in part on the conditions set forth in Section Seven of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan (hereinafter defined) for Bucky's on Stearns:

- A. That the proposed convenience store is a permitted use and the automobile service station is a special use in the B-4 Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. 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;
- D. That the Site Plan provides for the safe movement of pedestrians within the site;
- E. 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.)
- F. That all outdoor storage areas proposed to be screened are in accordance with standards specified in the Bartlett Zoning Ordinance and by this Ordinance.

**SECTION TWO:** That the site plan prepared by Craig R. Knoche & Associates, dated October 28, 2020 (the "Site Plan") attached hereto as **Exhibit B** and expressly made a part of this Ordinance, is hereby approved based upon and subject to the findings of fact set forth in Section One of this Ordinance, but subject to the conditions set forth in Section Seven of this Ordinance; and the Building Elevations, prepared by Omaha Neon Signs dated October 8, 2020 (the "Elevations") attached hereto as **Exhibit C**; the Fueling Canopy Elevations, prepared by Omaha Neon Signs dated October 9, 2020 (the "Canopy Elevations") attached hereto as **Exhibit D**; the Landscape Plan prepared by Pamela Self, dated October 27, 2020 (the "Landscape Plan") attached hereto as **Exhibit E**; are

expressly made a part of this Ordinance by this reference, are hereby approved and the Site Plan approved, based upon the findings set forth in Sections One, Three and Five of this Ordinance, but subject to the conditions set forth in Section Seven of this Ordinance.

**SECTION THREE:** That based in part on the conditions set forth in Section Seven of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits on the Subject Property:

- A. The proposed special uses are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
- B. 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;
- C. That the proposed 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 by the passage of this Ordinance.

**SECTION FOUR:** That the Special Use Permits to allow (a) an automobile service station, (b) package liquor sales and (c) outdoor sales are hereby granted, based on the findings of fact set forth in Section Three, and subject to the conditions set forth in Section Seven of this Ordinance.

**SECTION FIVE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Variations on the Subject Property based in part on the conditions set forth in Section Seven of this Ordinance:

- 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 zoning regulations were carried out.
- B. That conditions upon which the petition for the Variations is based are unique to the Subject Property for which the Variations are sought and are not applicable, generally, to other property within the same zoning classification.

- C. That the purpose of the Variations is not based exclusively upon a desire to make money out of the Subject Property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the Subject Property.
- E. That the granting of the Variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Subject Property is located.
- F. That the proposed Variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the Variations requested will not confer on the applicant any special privilege that is denied by the provisions of the Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION SIX:** That the Variations to allow (a) a 34 ft. reduction from the required 60 ft. corner side yard to allow the fuel pump canopy 26 feet from the corner side property line (north – W. Stearns Road), (b) an 25 ft. reduction from the required 60 ft. front yard to allow the fuel pump canopy 35 feet from front property line (east – Route 59), and (c) a reduction of the interior parkway landscape requirements are hereby granted based upon the findings of fact set forth in Section Five and subject to the conditions set forth in Section Seven of this Ordinance.

**SECTION SEVEN:** The Site Plan approved in Section Two, the Special Use Permits granted in Section Four, and the Variations granted in Section Six of this Ordinance, are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities including, but not limited to, tank removal, demolition and new construction;
- B. The development of the Subject Property shall be in accordance with the Site Plan Elevations, Canopy Elevations and Landscape Plan approved in Section Two of this Ordinance, and Staff approval of the

Photometric and Sign Plans by the Planning and Development Services Director of the Village;

- 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, which is expressly incorporated herein by reference, have been satisfied, and payment in full of all invoices from said consultant for services performed in connection with this development project, and the Village has been reimbursed in full for payment for said services;
- 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. 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.
- 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 (subject to the provisions in subsection L);
- J. If landscaping cannot be installed at the time of construction due to weather, a landscape estimate from the landscape architect that prepared the final Landscape Plan approved by the Village, or an executed contract to perform all the landscape work from a landscape contractor, shall be submitted by the Petitioner, its affiliate, or its contractor to the Planning & Development Services Development for review and approval by the Village Forester, together with either (i) a cash bond, or (ii) a performance bond issued by a surety company authorized by the Illinois Department of Insurance to issue surety bonds in form approved by the Village Attorney, in the amount approved by the Village Forester based on an estimate or contract for the future installation of all landscaping and improvements prior to the issuance of a conditional occupancy permit.
- K. Submittal of a Public Improvements Completion Agreement (the "PICA") in form as set forth in the Subdivision Ordinance, except for modifications thereto approved by the Village Attorney, and which PICA may be executed by the Village Administrator.

- L. The Petitioner shall cause such security as required under the PICA to be posted with the Village to guaranty that the public improvements will be timely installed, constructed and fully paid for by the Petitioner.

**SECTION EIGHT:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan, the Special Use Permits, and the Variations, or any of them, granted by this Ordinance.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 15, 2020

**APPROVED:** December 15, 2020

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020- \_\_\_\_\_ enacted on December 15, 2020 and approved on December 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

# EXHIBIT A LEGAL DESCRIPTION

## ***MOBIL PROPERTY DESCRIPTION***

### **PARCEL 1:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STEARNS ROAD AS DEDICATED BY THE PLAT OF APPLE ORCHARD SHOPPING CENTER SUBDIVISION, RECORDED JUNE 7, 1963 AS DOCUMENT R63-18315 WITH THE WEST LINE OF ROUTE 59; THENCE SOUTH 01 DEGREE 39 MINUTES 59 SECONDS EAST ALONG SAID LAST DESCRIBED WEST LINE, 195.00 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 01 SECONDS WEST, AT RIGHT ANGLES TO SAID LAST DESCRIBED WEST LINE, 166.26 FEET; THENCE NORTH 01 DEGREE 39 MINUTES 59 SECONDS WEST, PARALLEL WITH SAID WEST LINE OF ROUTE 59, 210.76 FEET TO THE SOUTH LINE OF STEARNS ROAD AS DEDICATED, AS AFORESAID; THENCE SOUTH 86 DEGREES 15 MINUTES 09 SECONDS EAST ALONG SAID LAST DESCRIBED SOUTH LINE, 167.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THE FOLLOWING LEGAL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF STEARNS ROAD AS DEDICATED BY THE PLAT OF APPLE ORCHARD SHOPPING CENTER SUBDIVISION, RECORDED JUNE 7, 1963, AS DOCUMENT NUMBER R63-18315, WITH THE WEST LINE OF ROUTE 59; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF ROUTE 59 10.00 FEET; THENCE NORTHWESTERLY ALONG A LINE DEFLECTED LEFT 42°20'38" OFF THE PROLONGATION OF THE LAST DESCRIBED COURSE A DISTANCE OF 14.78 FEET TO A POINT ON THE SAID SOUTH LINE OF STEARNS ROAD; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

### **PARCEL 2:**

NON-EXCLUSIVE EASEMENT FOR ENCROACHMENT, REASONABLE ACCESS, INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS PROVIDED IN THE CROSS ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 30, 2007 AS DOCUMENT NUMBER R2007-196013, MADE BY AND BETWEEN V-LAND BARTLETT LLC AND EXXONMOBIL OIL CORPORATION, OVER, UPON AND ACROSS PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

LOT FOUR (4) IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT NO. R2000-175535, IN DUPAGE COUNTY, ILLINOIS.

### **PARCEL 3:**

NON-EXCLUSIVE SURFACE EASEMENTS FOR REASONABLE ACCESS, INGRESS AND EGRESS MADE BY AND BETWEEN HD DEVELOPMENT OF MARYLAND, INC. AND EXXONMOBIL OIL CORPORATION IN THAT CERTAIN CROSS ACCESS EASEMENT AGREEMENT DATED JULY 22, 2010 AND RECORDED SEPTEMBER 10, 2010 AS DOCUMENT NUMBER R2010-119351, OVER, UPON AND ACROSS THE COMMON AREA, AS DEFINED THEREIN, OF THE FOLLOWING DESCRIBED PROPERTY:

LOT ONE (1) IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 9, IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT NO. R2000-175535, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 30742 SQUARE FEET OR 0.706 ACRES, MORE OR LESS

# **SONIC PROPERTY DESCRIPTION**

## **PARCEL 1:**

LOT 4 IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT R2000-175535, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PORTION TAKEN BY CONDEMNATION IN CASE NO. 2016ED000014, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 4 IN HOME DEPOT-BARTLETT SUBDIVISION RECORDED NOVEMBER 8, 2000 AS DOCUMENT R2000-175535, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999436835 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 85 DEGREES 43 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 222.53 FEET TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 9.71 FEET; THENCE NORTH 86 DEGREES 13 MINUTES 44 SECONDS WEST, 48.14 FEET; THENCE NORTH 83 DEGREES 00 MINUTES 16 SECONDS WEST 12.35 FEET; THENCE NORTH 85 DEGREES 43 MINUTES 30 SECONDS WEST, 80.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 34 SECONDS WEST, 12.75 FEET; THENCE NORTH 86 DEGREES 17 MINUTES 43 SECONDS WEST, 73.80 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 20 DEGREES 51 MINUTES 53 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF, 12.25 FEET TO THE POINT OF BEGINNING.

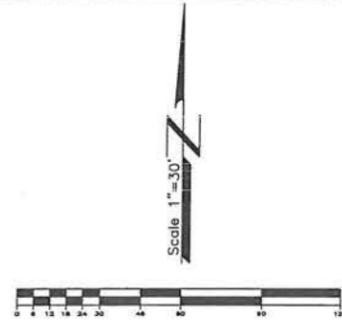
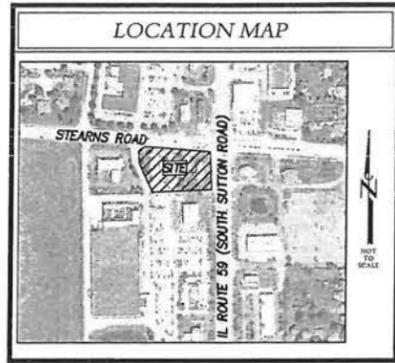
## **PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE HOME DEPOT-BARTLETT SUBDIVISION RECORDED JULY 24, 2001 AS DOCUMENT R2001-151573, FOR INGRESS, EGRESS, PASSAGE AND DELIVERY BY VEHICLES AND PEDESTRIANS, AND FOR NO OTHER PURPOSE, OVER AND ACROSS THE COMMON AREAS OVER LOT 1, EXCEPT THAT PORTION TAKEN BY CONDEMNATION IN CASE NO. 2016ED000017, LOTS 2 AND 5 IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT R2000-175535, IN DU PAGE COUNTY, ILLINOIS.

## **PARCEL 3:**

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE HOME DEPOT-BARTLETT SUBDIVISION RECORDED JULY 24, 2001 AS DOCUMENT R2001-151573, FOR A STORM WATER DETENTION BASIN ON LOT 6, TOGETHER WITH STORM WATER INLETS, INVERTS, GRATES, MANHOLES, DRAINS, SEWER LINES AND OTHER EQUIPMENT, FACILITIES AND IMPROVEMENTS RELATED THERETO ON THE SHOPPING CENTER PARCEL TO PROVIDE A STORM WATER DETENTION, MANAGEMENT AND TRANSPORTATION SYSTEM FOR THE SHOPPING CENTER PARCEL IN THE HOME DEPOT-BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT R2000-175535, IN DU PAGE COUNTY, ILLINOIS.

CONTAINING 42487 SQUARE FEET OR 0.975 ACRES, MORE OR LESS



**SITE ANALYSIS**

**SITE**

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

Proposed Use Convenience Store/Gro 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**

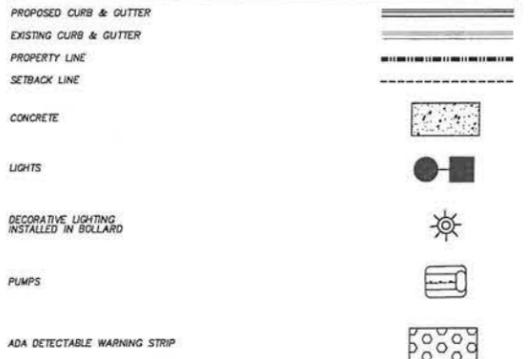
Quantity Req'd 12 = 2,359/200 (1 space for each 200 sf of customer floor area)  
1 = 2/2 (1 space per each 2 employees - 2 employees total)  
13 Required

Provided 35 = 33 Standard + 2 ADA

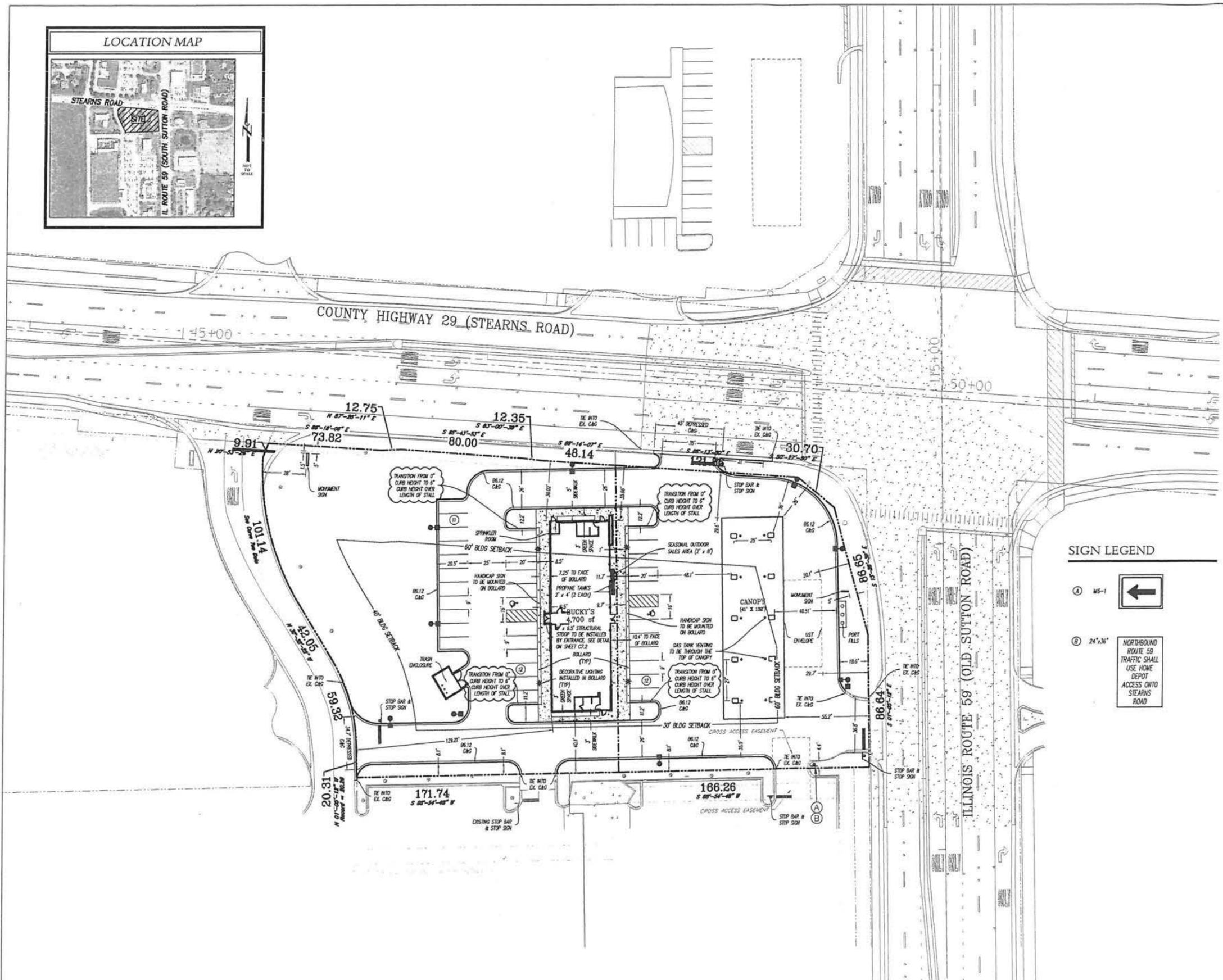
Stall Size Required 9' x 20' (Standard), 10' x 18' (Standard)  
Provided 9' x 20' (Standard), 16' x 20' (ADA)

Driveway Width Minimum 24'  
Provided 24'

**LEGEND**



**SIGN LEGEND**



**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 15-54 OF THE DUPAGE COUNTY CSFD, 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 PADS 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 RAMPS 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 66:12 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	10/16/20	PER HOME DEPOT COMMENTS
3	9/22/20	SETBACK MATRIX REMOVED
2	9/17/20	PER SUBOT COMMENTS
1	7/28/20	PER VILLAGE COMMENTS
6	10/28/20	PER VILLAGE COMMENTS

**SITE PLAN**

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

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

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

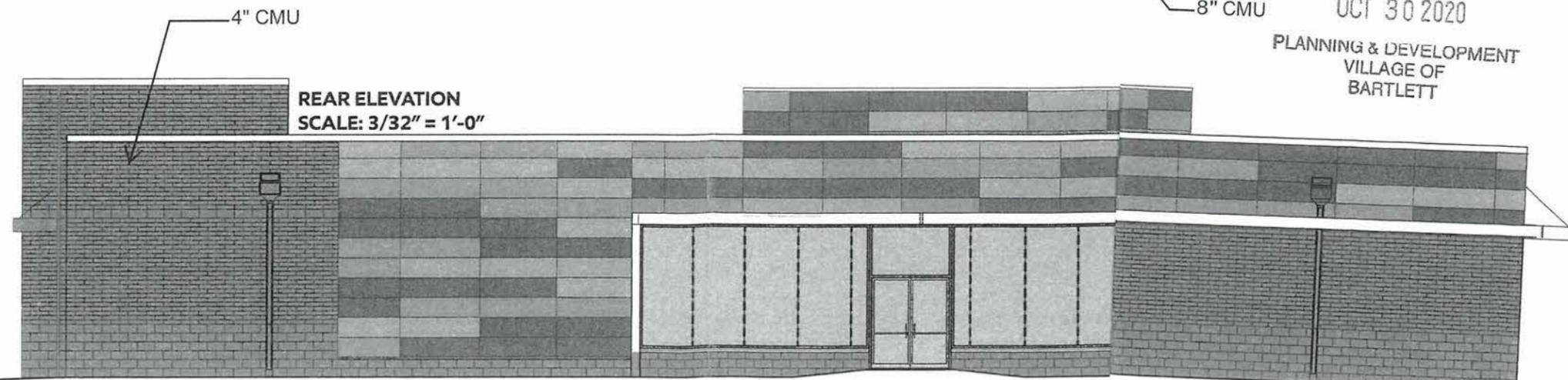
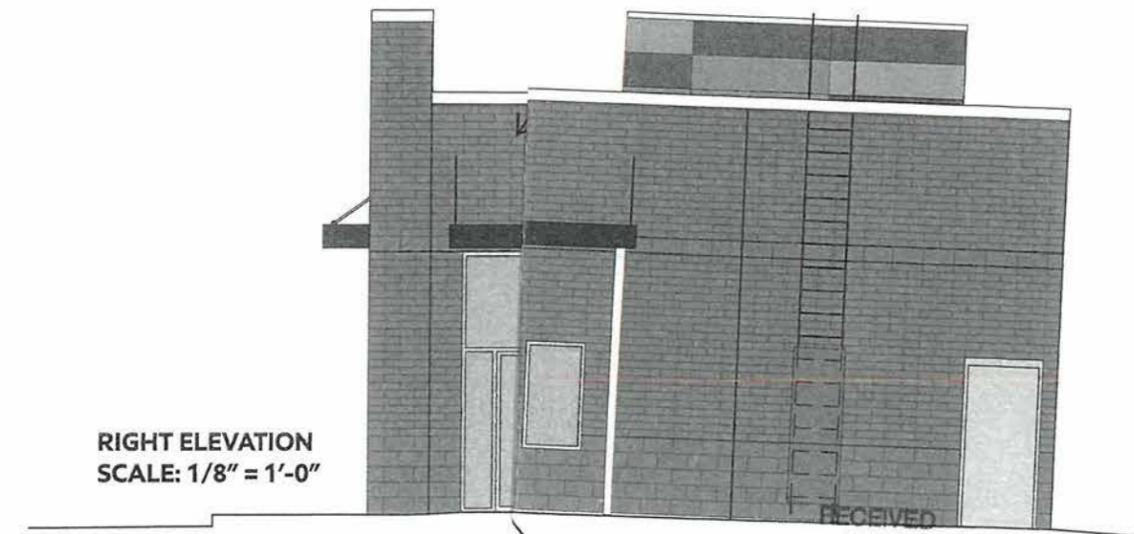
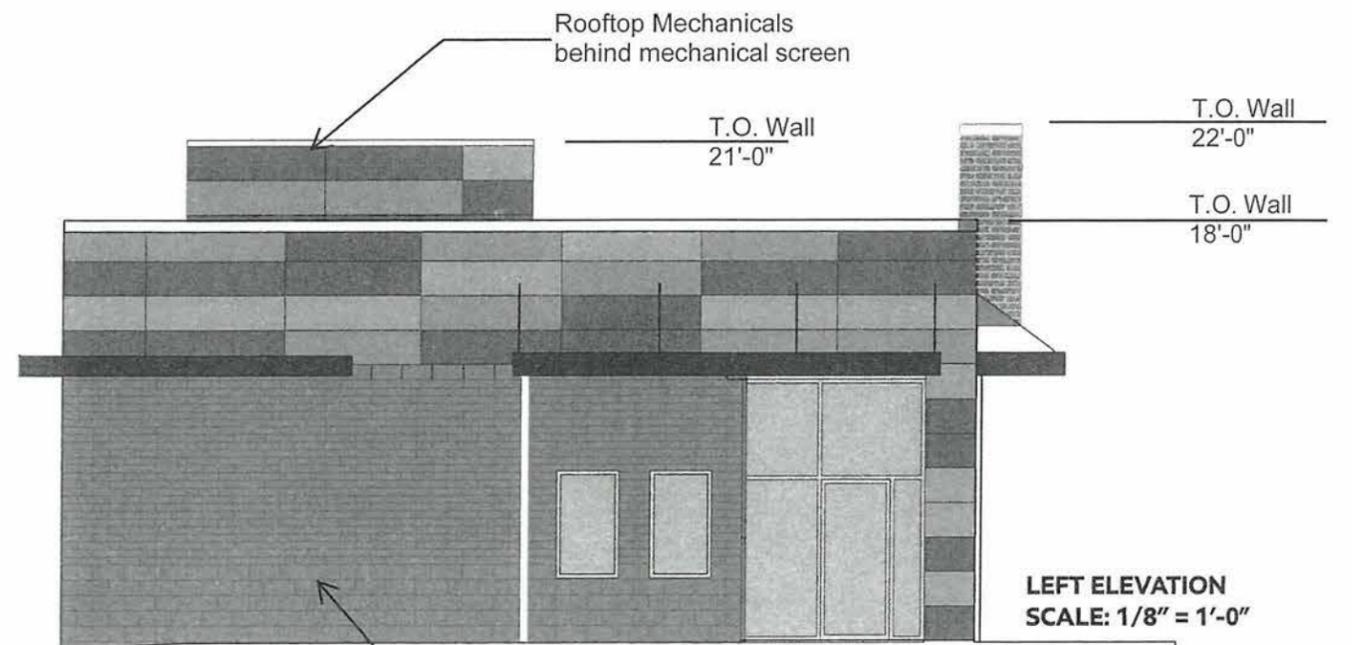
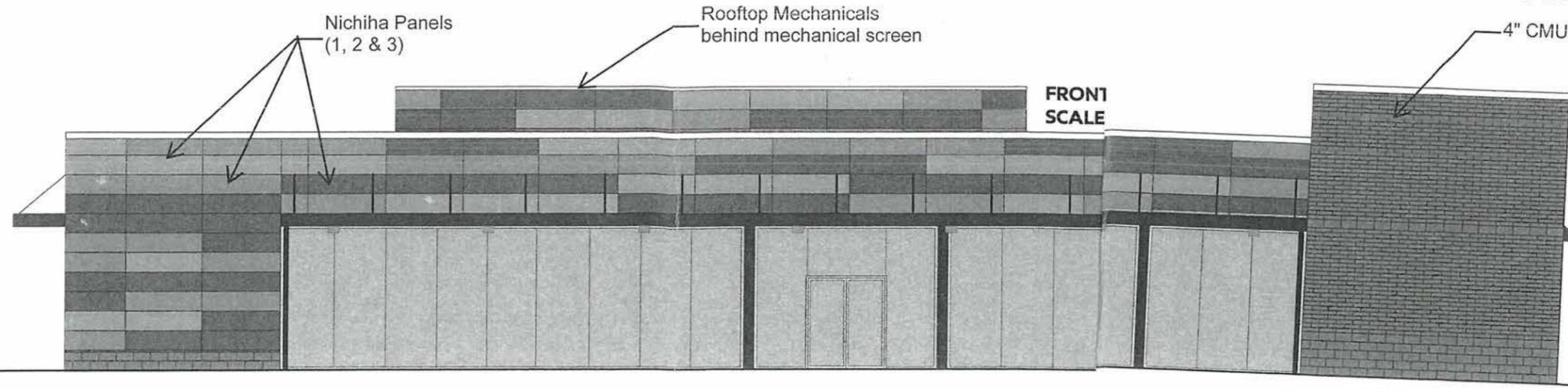
BUCKY'S BARTLETT, ILLINOIS

**STORE #515  
BUILDING ELEVATIONS**

**NICHIHA PANELS**

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

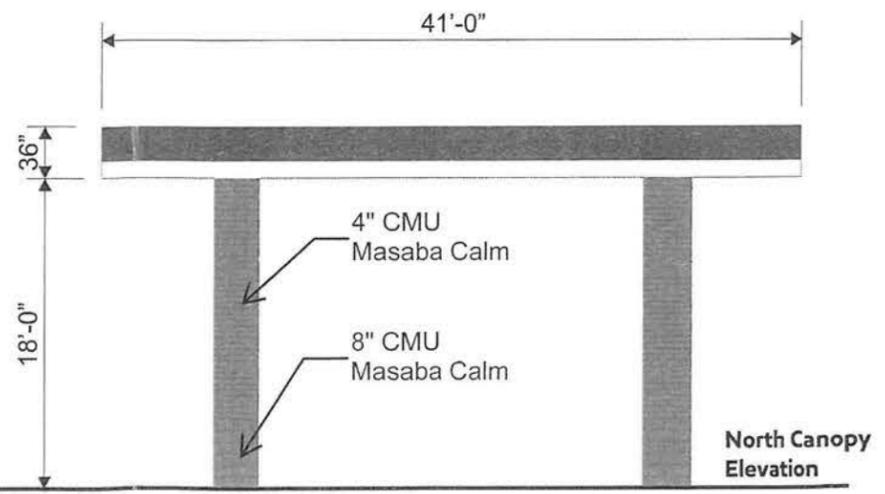
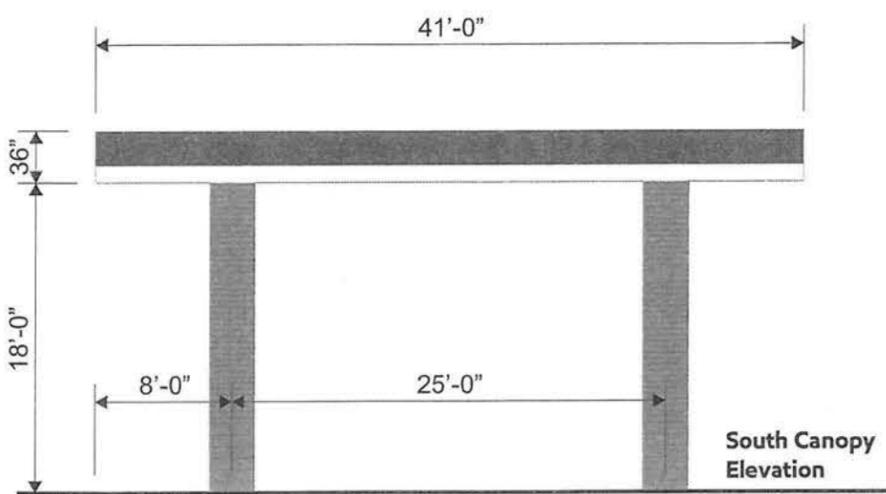
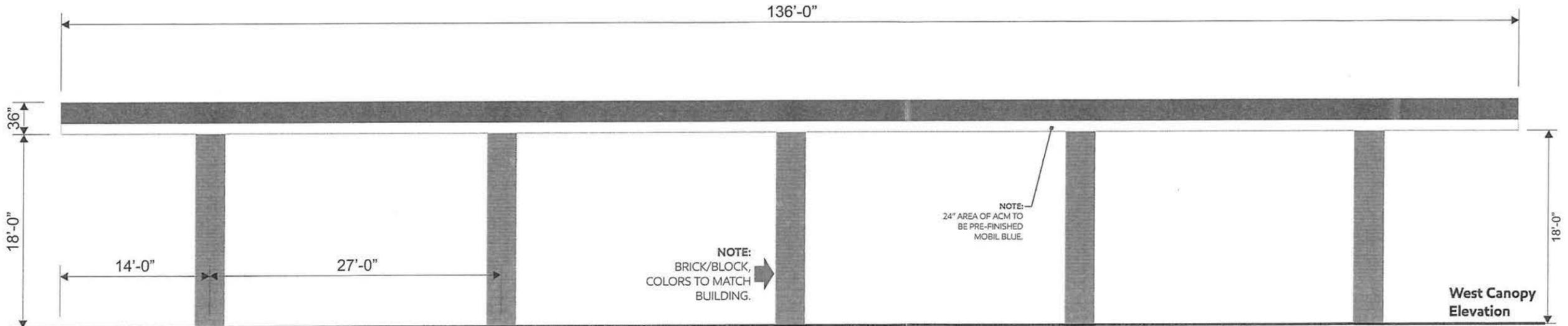
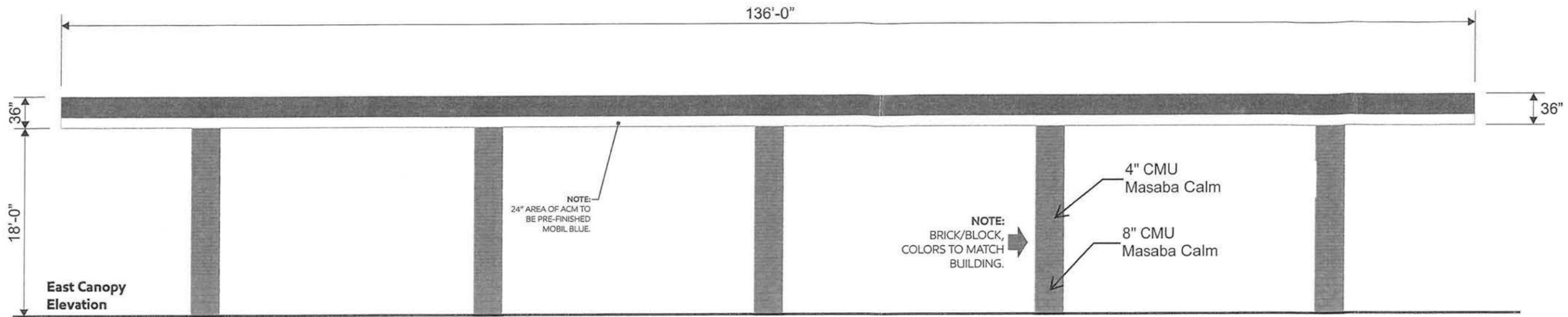
- CMU - BLOCK
- 4" - Mesaba Calm
- 8" - Mesaba Calm



OCT 30 2020  
PLANNING & DEVELOPMENT  
VILLAGE OF  
BARTLETT

**STORE #515  
GAS CANOPY ELEVATIONS**

EXHIBIT D



PLANT LIST

SHADE TREES				
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME
ARA	3	2.5"	<i>Acer rubrum</i> 'Armstrong'	Armstrong Maple
GFS	5	2.5"	<i>Ginkgo biloba</i> 'Princeton Sentry'	Princeton Sentry Ginkgo
GTS	4	2.5"	<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
JSG	4	24"	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper
JUH	4	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> 'SMS_BPT'	Dark Purple Blooming Lilac
TOT	12	6'	<i>Thuja occidentalis</i> 'Tachnyi'	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
HFM	32	#	<i>Hemerocallis</i> 'Pardon Me'	Pardon Me Daylily
SCH	21	#	<i>Schizachyrium scop.</i> 'Standing Ovation'	Standing Ovation Little Bluestem

CLIENT NAME:  
Buck's Inc.

LANDSCAPE ARCHITECTURE  
**pamelaself**

203 South Cook Street Ste #214  
Barrington, Illinois 60015  
847.438.4222  
www.pamelaself.com

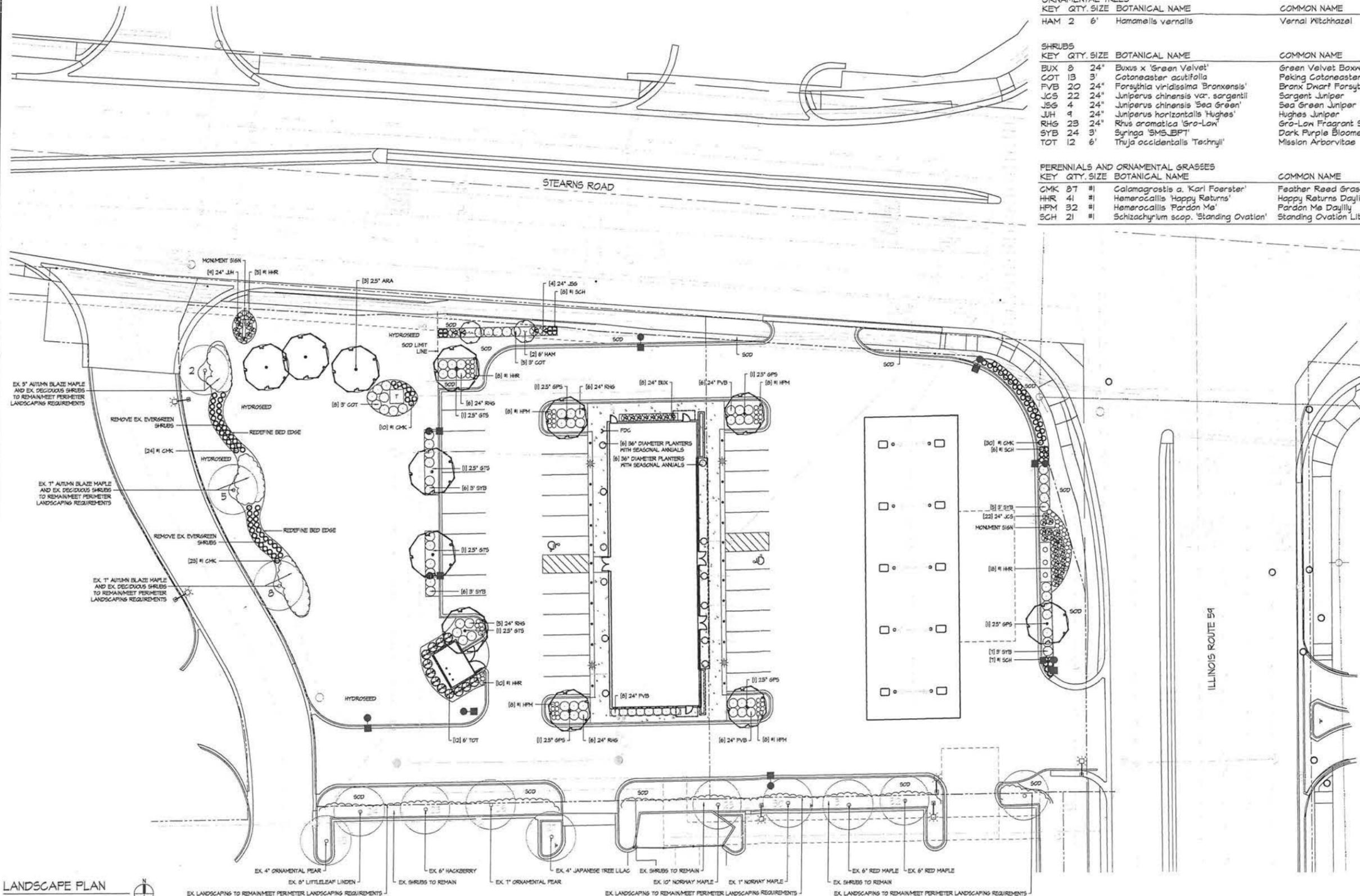
LICENSE # 157.000683  
STAMP:



ARCHITECT:

CIVIL ENGINEER:

GENERAL CONTRACTOR:



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

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

REVISIONS	No.	Description	Date
1	1	Site Plan Revisions	03.18.20
2	2	Light Pole Additions	05.18.20
3	3	Per Owner Comments	05.19.20
4	4	Per Village Comments	07.29.20
5	5	Site Plan Revisions	09.22.20
6	6	Per Village Comments	10.27.20

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

LANDSCAPE PLAN

L-1.0

NOT FOR CONSTRUCTION



# Agenda Item Executive Summary

Item Name: Rana Cold Storage - Site Plan Amendment & Variation  
Committee or Board: Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner, Rana Meal Solutions, is requesting a **Site Plan Amendment** to add 4-8 loading docks on the south side of the building and an additional curb cut on Brewster Creek Boulevard which would provide access to the proposed loading docks. The Petitioner expanded their cold storage operations into the eastern 161,000 sq. ft. of 1320-1340 Brewster Creek Blvd.

The Petitioner is also requesting a **Variation** to allow the proposed loading docks in the corner side yard (along Brewster Creek Blvd).

The **Plan Commission** reviewed the Petitioner's request for a **Site Plan Amendment** at their November 12, 2020 meeting. The Plan Commission recommended **approval** of the Site Plan subject to the Findings of Fact and conditions outlined in the Staff Report.

The **Zoning Board of Appeals** reviewed the Petitioner's **Variation** request and conducted the requisite public hearing at their meeting on December 3, 2020. The Zoning Board of Appeals recommended **approval** of the variation based upon the Findings of Fact outlined in the Staff Report.

*As directed, this item is being forwarded directly to the Village Board for a final vote.*

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits, Minutes from the ZBA and PC meetings, Applicant Cover Letter, Application, Location Map, Site Dimensional & Paving Plan

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - *Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Approving a Site Plan Amendment and Granting a Variation for Rana Cold Storage*
- Motion

Staff: Roberta Grill, Planning & Development Services  
Director  
Date: 12/4/2020

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**  
**20-191**

DATE: December 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, Planning & Dev Services Director *RBG*  
RE: **(#20-02) Rana Cold Storage**

---

**PETITIONER**

Rana Meal Solutions

**SUBJECT SITE**

1320 -1340 Brewster Creek Blvd – Lot 8 in Brewster Creek Business Park Unit 2

**REQUEST**

Site Plan Amendment  
Variation to allow loading docks in the Corner Side Yard (Brewster Creek Blvd.)

*As directed, this item is being forwarded directly to the Village Board for a final vote.*

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Industrial</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Industrial	Mixed Use Business Park	I-2 EDA
South	Industrial	Mixed Use Business Park	I-2 EDA
East	Industrial	Mixed Use Business Park	I-2 EDA
West	Industrial	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. This site was approved on December 19, 2006 by Ordinance #2006-139 granting approval of a 300,600 square foot spec building. The building was originally designed for a single tenant (Dania Furnishings) with an office area, retail outlet store and warehouse space which included a total of 64 exterior loading docks on the north and east sides of the building. The building was completed in 2008.
2. In 2017, Axis Warehouse moved into the western 139,600 square feet of the

building. In 2020, Rana Meal Solutions expanded their cold storage operations (approximately 1320 coolers) into the eastern 161,000 sq. ft. of the building.

3. The petitioner is requesting a **Site Plan Amendment** to add four (4) – eight (8) loading docks on the south side of the building and an additional curb cut on Brewster Creek Boulevard which would provide access to the proposed loading docks.

The Petitioner is also requesting a **Variation** to allow loading docks in the corner side yard (along Brewster Creek Blvd.).

4. Trucks utilizing the new loading docks would enter the site via the new curb cut and exit the loading area via the existing curb cut.
5. Ordinance #2006-139 also granted a variation to reduce the required parking by 229 spaces. There are currently 110 parking spaces on this site with 6 accessible spaces; the requirement at the time of the original site plan (based on Dania's floor plan) was 339 parking spaces. The proposed changes to the building do not change the amount of parking required.
6. A minimal amount of existing landscaping will be removed from this area and new landscaping will be planted in the interior parkway to screen the proposed loading docks. Staff has approved the Landscape Plan.
7. The loading dock addition will be painted to match the existing building.
8. Engineering plans are currently being reviewed by the Staff.

### **RECOMMENDATION**

1. The Staff recommends approval of the Petitioner's request for a Site Plan Amendment subject to the following conditions and Findings of Fact:
  - A. Building permits shall be required for all construction activities;
  - B. Staff approval of the Landscape and Photometric Plans;
  - C. Village Engineer approval of the Engineering and Stormwater Plans;
  - D. Landscaping must be installed within one year of the issuance of a building permit;
  - E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Planning and Development Services Department for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - F. Signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;

- G. Findings of Fact (Site Plan):
  - i. That the existing warehouse building and proposed additional loading docks are a permitted use in the I-2 EDA 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.
2. The **Plan Commission** reviewed the Petitioner's request for a Site Plan Amendment at their November 12, 2020 meeting. The **Plan Commission recommended approval** subject to the conditions and Findings of Fact recommended above by the Staff.
3. The **Zoning Board of Appeals** reviewed the Petitioner's variation request and conducted the requisite public hearing on December 3, 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.
4. An Ordinance with Exhibits, the minutes of the Zoning Board of Appeals and Plan Commission meetings and background materials are attached for your review and consideration.

kms/attachments

x:\comdev\mem2020\191\_rana cold storage\_vb.docx

ORDINANCE 2020 - \_\_\_\_\_

AN ORDINANCE APPROVING AN AMENDED SITE PLAN AND GRANTING A  
VARIATION FOR RANA COLD STORAGE

---

**WHEREAS**, 1340 Brewster Creek LLC, (the “Owner”) is the owner of 1320-1340 Brewster Creek Blvd which is zoned I-2 EDA (General Industry Economic Development Area), located at the northeast corner of Spitzer Road and Brewster Creek Boulevard in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

**WHEREAS**, Rana Meal Solutions LLC (the “Petitioner”), has filed a petition (the “Petition”) for a site plan amendment to add a curb cut and loading docks on the south side of the building (the “Site Plan Amendment”) and a variation to allow loading docks in the corner side yard (the “Variation”) on the Subject Property; and

**WHEREAS**, the Owner has consented to the Petition of Rana Meal Solutions; and

**WHEREAS**, the Subject Property’s original site plan was approved on December 19, 2006 by Ordinance #2006-139 (the “Original Site Plan”); and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan Amendment for the Subject Property at its meeting on November 12, 2020 (Case #20-02) and has recommended to the Corporate Authorities that the Site Plan Amendment be approved, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing at its meeting on December 3, 2020 with respect to the Petition for the Variation to allow loading

docks in the corner side yard (Brewster Creek Blvd.) and has recommended to the Corporate Authorities that the Variation be granted, subject to the findings of fact outlined in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan Amendment recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One, Three, and Five of this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Variation recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Three of this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Corporate Authorities") as follows:

**SECTION ONE:** That based in part on the conditions set forth in Section Five of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Amended Site Plan (hereinafter defined) for Rana Cold Storage:

- A. That the existing warehouse building and proposed additional loading docks are a permitted use in the I-2 EDA Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. 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;

- D. That the Site Plan provides for the safe movement of pedestrians within the site;
- E. 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.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION TWO:** That the site plan prepared by Partners in Design Architects, dated August 31, 2020 (the "Amended Site Plan") attached hereto as **Exhibit B** and expressly made a part of this Ordinance, is hereby approved based upon and subject to the findings of fact set forth in Section One of this Ordinance, but subject to the conditions set forth in Section Five of this Ordinance; and the Elevations, prepared by Partners in Design Architects dated February 10, 2020 (the "Elevations") attached hereto as **Exhibit C**; the Landscape Plan prepared by Pinnacle Engineering Group, dated August 31, 2020 (the "Landscape Plan") attached hereto as **Exhibit D**; are expressly made a part of this Ordinance by this reference, are hereby approved, based upon the findings set forth in Sections One and Three of this Ordinance, but subject to the conditions set forth in Section Five of this Ordinance.

**SECTION THREE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Variation on the Subject Property based in part on the conditions set forth in Section Four of this Ordinance:

- 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 zoning regulations were carried out.

- B. That conditions upon which the petition for the Variation is based are unique to the Subject Property for which the Variations are sought and are not applicable, generally, to other property within the same zoning classification.
- C. That the purpose of the Variation is not based exclusively upon a desire to make money out of the Subject Property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the Subject 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 neighborhood in which the Subject 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 Variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION FOUR:** That the Variation to allow loading docks in the corner side yard (Brewster Creek Blvd.) is hereby granted based upon the findings of fact set forth in Section Three and subject to the conditions set forth in Section Five of this Ordinance.

**SECTION FIVE:** The Amended Site Plan approved in Section Two and the Variation granted in Section Four of this Ordinance, are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities;

- B. Staff approval of the Landscape and Photometric Plans;
- C. Village Engineer approval of the Engineering Plans;
- D. Landscaping must be installed within one year of the issuance of a building permit (subject to the provisions in subsection E);
- E. If landscaping cannot be installed at the time of construction due to weather, a landscape estimate from the landscape architect that prepared the final Landscape Plan approved by the Village, or an executed contract to perform all the landscape work from a landscape contractor, shall be submitted by the Petitioner, its affiliate, or its contractor to the Planning & Development Services Department for review and approval by the Village Forester, together with either (i) a cash bond, or (ii) a performance bond issued by a surety company authorized by the Illinois Department of Insurance to issue surety bonds in form approved by the Village Attorney, in the amount approved by the Village Forester based on an estimate or contract for the future installation of all landscaping and improvements prior to the issuance of a conditional occupancy permit.
- F. Signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;

**SECTION SIX:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Amended Site Plan and the revocation of the Variation granted by this Ordinance.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 15, 2020

**APPROVED:** December 15, 2020

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

**ATTEST:**

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

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

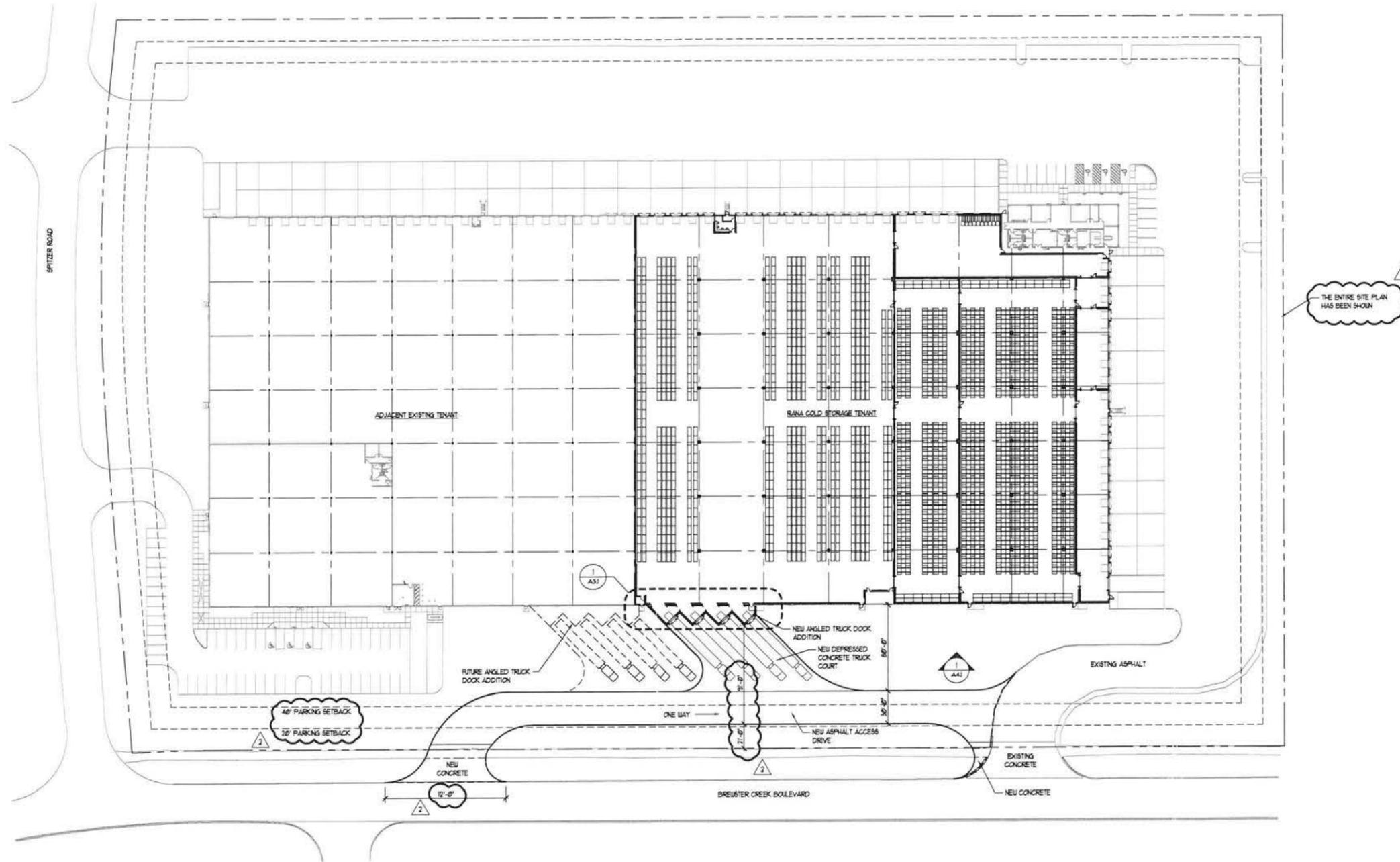
I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020- \_\_\_\_\_ enacted on December 15, 2020 and approved on December 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

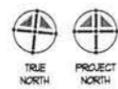
## LEGAL DESCRIPTION

THAT PART OF LOT 8 IN BREWSTER CREEK BUSINESS PARK UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 2000, AS DOCUMENT R2000-135800 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE THE FOLLOWING THREE COURSES AND DISTANCES ALONG THE WEST LINE OF SAID LOT 8: 1) THENCE NORTH 10 DEGREES 51 MINUTES 44 SECONDS WEST 279.43 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1953.00 FEET, HAVING A CHORD BEARING NORTH 05 DEGREES 39 MINUTES 30 SECONDS WEST 354.76 FEET TO A POINT OF TANGENCY; 3) THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST 35.49 FEET; THENCE NORTH 83 DEGREES 33 MINUTES 20 SECONDS EAST 1077.96 FEET; THENCE SOUTH 06 DEGREES 26 MINUTES 40 SECONDS EAST 666.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE SAID SOUTH LINE OF LOT 8: 1) THENCE SOUTH 83 DEGREES 33 MINUTES 20 SECONDS WEST 998.06 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1050.00 FEET, HAVING A CHORD BEARING SOUTH 81 DEGREES 43 MINUTES 41 SECONDS WEST 66.98 FEET TO THE PLACE OF BEGINNING, CONTAINING 16.5640 ACRES MORE OR LESS, IN DUPAGE COUNTY, ILLINOIS.



1 SITE PLAN  
A11 1" = 50'-0"



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RANA COLD STORAGE DOCK ADDITION  
1320 Brewster Creek Parkway, Bartlett, IL

SITE PLAN

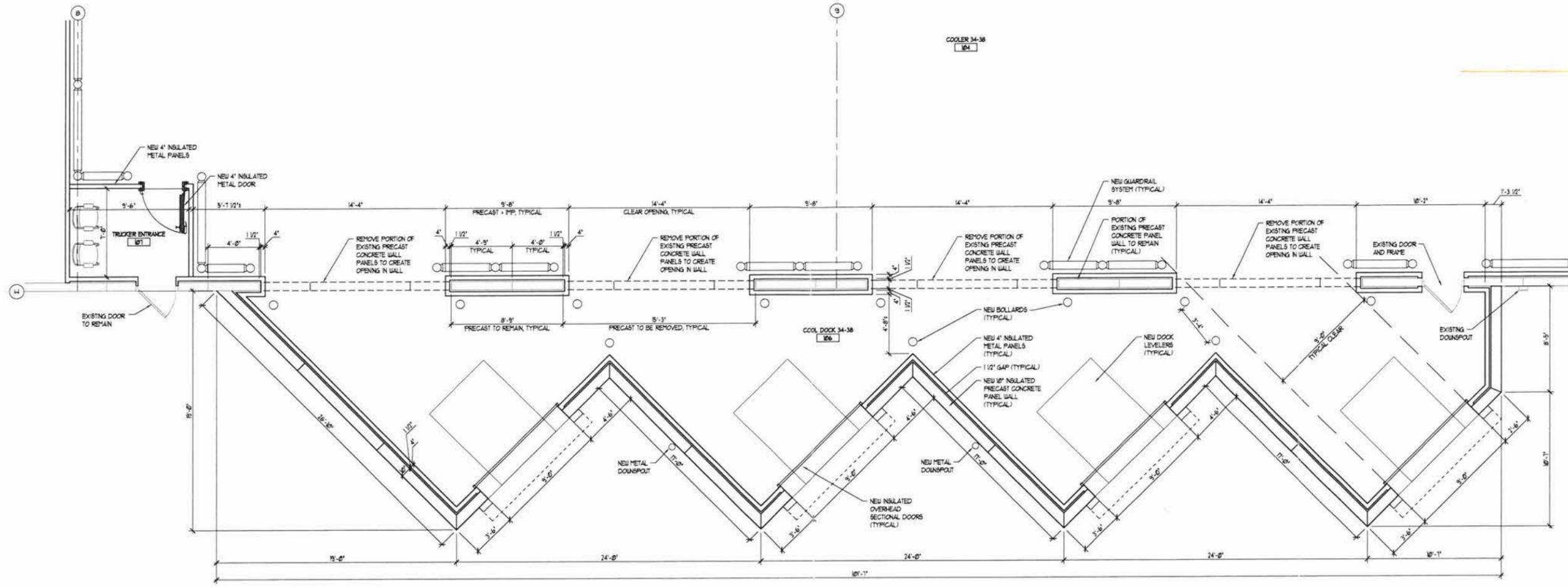
2610 LAN COOK ROAD  
Suite 200  
Nileswood, IL 60115  
Ph: (847) 940-0300  
www.pdaarchitects.com

Partners in Design  
ARCHITECTS

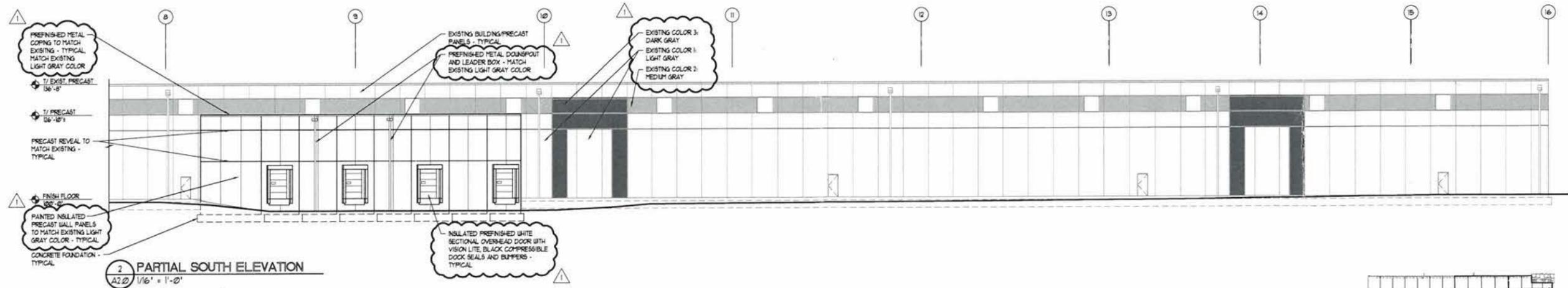


PROJECT NO:  
90119167  
DRAWN BY: CTS  
CHECKED BY: WJB  
DATE: 082120  
SHEET NO:

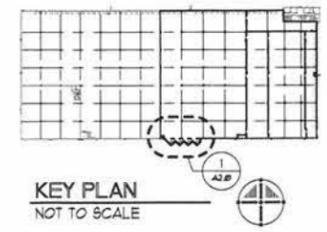
A1.1



1 PARTIAL FLOOR PLAN - B  
A2.0 1/4" = 1'-0"



2 PARTIAL SOUTH ELEVATION  
A2.0 1/16" = 1'-0"



REVISIONS	REVIEW COMMENTS

RANA COLD STORAGE DOCK ADDITION  
1320 Brewster Creek Parkway, Bartlett, IL  
FLOOR PLAN & EXTERIOR ELEVATION

2610 Lake Cook Road  
Suite 200  
Brewster, IL 60015  
Ph: (847) 940-0300  
www.pdarchitects.com

Partners in Design  
ARCHITECTS



PROJECT NO:  
90119161  
DRAWN BY: CT9/K/P  
CHECKED BY: UHB  
DATE: 12.19.19  
SHEET NO:

A2.0





Village of Bartlett  
Plan Commission Minutes  
November 12, 2020

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**(#20-02) Rana Cold Storage (1320-1340 Brewster Creek Blvd)**  
**Site Plan Amendment**

**K. Stone** this site was originally approved on December 19, 2006 by Ordinance #2006-139 granting approval of a 300,600 square foot spec building. The building was originally designed for a single tenant (Dania Furnishings) with an office area, retail outlet store and warehouse space with 64 exterior loading docks on the north and east sides of the building. In 2017, Axis Warehouse moved into the western 139,600 square feet of the building. In 2020, Rana Meal Solutions expanded their cold storage into the eastern 161,000 sq. ft. of the building. The Petitioner is proposing to add loading docks on the south side of the building along Brewster Creek Boulevard. Loading docks are only permitted in rear and side yards so they are requesting a variation for that so that they have direct access to the frozen food section of the warehouse. That is going to be heard before the Zoning Board of Appeals at their December 3, 2020 meeting. In addition to the load docks, they are adding a curb cut onto Brewster Creek Boulevard which will allow trucks to enter and exit in a one-way traffic pattern. There was a variation granted as part of the 2006 Ordinance to reduce the number of required parking spaces. The proposed changes to the warehouse loading docks do not affect the parking requirement for the site. The minimal amount of existing landscaping will be removed and they will add a significant amount of evergreen trees to help screen the loading areas from Brewster Creek Boulevard. The loading dock addition will be painted to match the building. Staff recommends approval subject to the conditions and Findings of Fact in your Staff report.

The Petitioner was not present. **T. Ridenour** asked why the loading docks would not work at the back of the building. **K. Stone** the Petitioner needs the docks in the front to have access to the frozen foods. **D. Negele** asked, is there a berm along Brewster Creek Boulevard where the Petitioner wants to have the loading docks? **K. Stone** there is not a berm. **T. Ridenour** is there an exhibit that shows the rest of the loading docks? **K. Stone** along the north side of the building there are loading docks and along the east side of the building. **T. Ridenour** is the Petitioner saying that the existing 64 docks are not sufficient? **R. Grill** the Petitioner told Staff that they need the cross access through the building for their cold storage and have to have loading docks on the front and back of the building. **K. Stone** the building across Brewster Creek Boulevard also received a variation for loading docks in the front yard. The Petitioner decided to angle their docks so that they are not as noticeable on the front elevation. The building to the south has their docks facing the road. **T. Ridenour** is the western half of the building not being used right now? **K. Stone** no, Axis Warehouse is located in that part of the building. **D. Negele** what is the height of the evergreen trees that they will be planting along Brewster Creek Boulevard? **K. Stone** the trees will be 6 feet tall at the time of planting.

**J. Lemberg** asked if there were any further questions or motions by the Commission.

**J. Miaso** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#20-02) Rana Cold Storage** for a Site Plan Amendment subject to the conditions and Findings of Fact outlined in the Staff report.

**Motioned by: J. Miaso**  
**Seconded by: J. Kallas**



Village of Bartlett  
Plan Commission Minutes  
November 12, 2020

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**Roll Call**

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

**Nays: None**

**The motion carried.**



Village of Bartlett  
Zoning Board of Appeals Minutes  
December 3, 2020

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**(#20-02) Rana Cold Storage (1320-1340 Brewster Creek Blvd)**

Variation: To allow loading docks in the corner side yard

**PUBLIC HEARING (CONTINUED FROM NOVEMBER 5, 2020 MEETING)**

**The following exhibits were presented:**

**Exhibit A – Picture of Sign**

**Exhibit B – Mail Affidavit**

**Exhibit C – Notification of Publication**

***Zoning Board of Appeals member C. Deveaux joined the meeting a 7:07 pm.***

On behalf of the Petitioner, **Chad Silvester** of Partners in Design Architects, 2610 Lake Cook Road, Riverwoods, IL was sworn in by **M. Werden**. **C. Silvester** stated that Rana would like to construct angled docks on the south side of the building along Brewster Creek Boulevard. The existing site is a corner lot and the building is rectangular with docks on two sides. Rana is taking the east portion of the building, which presents challenges operationally where they need to receive products in the raw form and then ship out finished products as well. According to USDA regulations, those elements have to be on separate sides or separate parts of the building and because the docks are on the north and east sides, there is really no practical way inside the building to have product come in, turn 90 degrees through the coolers and required square footage, and then exit the building on the east. We have created angled docks on the south and a small access drive so that trucks are pulling in, backing into the dock, and then pulling out onto Brewster Creek Boulevard without obstructing any vehicular traffic.

**M. Werden** the USDA requires this? **C. Silvester** yes, the USDA regulations require that finished and raw goods are separated. The landscaping and other elements of the project will comply with the building code and zoning code. There really are no detrimental affects to the project because it is self-contained and away from other tenants. We feel it is consistent with other operations in the Brewster Creek Business Park. **M. Werden** will the landscaping be left in place? **K. Stone** they are adding landscaping to help screen the loading docks. They are putting in evergreen trees and shrubs. They are adding a lot more than what is out there currently. **M. Werden** I like that you are adding more landscaping. If we say no, you are driven to go somewhere else or not expand because of the USDA regulations. **C. Silvester** that is correct. We are very limited in this location and it would necessitate looking at other operations and potentially moving to another location. **M. Werden** you probably have grown faster than what was anticipated at the time you came here. **G. Koziol** if these four loading docks are outbound, where are the inbound goods? **C. Silvester** the inbound docks are on the north side of the building. **B. Bucaro** it is always nice when a Bartlett business is very successful and needs to expand. This is a minor variance and I am always happy to help a business. **G. Papa** I appreciate the landscaping that they are putting in.

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

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

**M. Werden** asked if there were any further questions or motions by the Commission.



Village of Bartlett  
Zoning Board of Appeals Minutes  
December 3, 2020

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**J. Banno** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#20-02) Rana Cold Storage** a variation to allow docks in the corner side yard subject to the conditions and Findings of Fact outlined in the Staff report.

**Motioned by: J. Banno**  
**Seconded by: G. Koziol**

**Roll Call**

**Ayes: G. Papa, B. Bucaro, C. Deveaux, J. Banno, G. Koziol, and M. Werden**  
**Nays: None**

**The motion carried.**



7/22/20

To: President and Board of Trustees

Hello and thank you for your time in assisting the Rana family in our growth of our product in America.

With our sales and product growing as quickly as it is, we had to expand into a new building next to our plant 1320 Brewster Creek.

We chose this building because of its position in relation to our other building, but the only issue is that it does not have any cross docks.

We are requesting that you can help us with this request.

We have provided all necessary drawings to explain what it is we are planning on construction.

We hope you will approve this for the Rana family.

Thanks again and I look forward to hearing back from you soon.

Have a nice day

Salvatore Trupiano /Construction Manager



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
Case # 2020-02  
**RECEIVED**  
PLANNING & DEVELOPMENT  
JAN 31 2020  
VILLAGE OF  
BARTLETT

**PROJECT NAME** Rana Cold Storage

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Rana Meal Solutions

**Street Address:** 1320 Brewster Creek Pkwy

**City, State:** Bartlett IL

**Zip Code:** 60103

**Email Address:** [REDACTED]

**Phone Number:** [REDACTED]

**Preferred Method to be contacted:** See Dropdown

**PROPERTY OWNER INFORMATION**

**Name:** 1340 Brewster Creek LLC

**Street Address:** 1307 SChiferl Rd

**City, State:** Bartlett

**Zip Code:** 60103

**Phone Number:** [REDACTED]

**OWNER'S SIGNATURE:** [Signature] **Date:** 1/29/2020  
*(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): \_\_\_\_\_
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - Special Use for: Variation: OF SITE PLAN

**SIGN PLAN REQUIRED?** See Dropdown

(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:** 1340/1320 Brewster Creek PKWY

**Property Index Number ("Tax PIN"/"Parcel ID"):** \_\_\_\_\_

**Zoning:** Existing: See Dropdown **Land Use:** Existing: See Dropdown  
(Refer to Official Zoning Map)

Proposed: See Dropdown Proposed: See Dropdown

**Comprehensive Plan Designation for this Property:** See Dropdown  
(Refer to Future Land Use Map)

**Acreage:** \_\_\_\_\_

**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** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer** PARTNERS IN DESIGN  
2610 LAKE COOK RD  
RIVERWOODS, IL 60015

**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 USE IS A WAREHOUSE AND STORAGE FACILITY WHICH IS A PERMITTED USE.

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

THE PROJECT IS A SMALL ANGLED DOCK ADDITION WITH A NEW ACCESS DRIVE FOR FOUR NEW DOCKS. THE ADDITIONAL DOCKS, NEW LIGHTING AND MODIFICATION TO THE LANDSCAPING ARE COMPATIBLE WITH THE EXISTING DOCK USAGE OF THE BUILDING AND BUSINESS PARK. EXISTING OFF-STREET PARKING IS NOT BEING MODIFIED.

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 PROPOSED DOCKS ARE ACCESSED BY A NEW ACCESS DRIVE AND ALLOW FOR TRUCKS TO ENTER AND EXIT THE DRIVE WITHOUT BACKING INTO THE BOULEVARD PER OUR TRUCK TURNING EXHIBIT.

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

NO ADDITIONAL PEDESTRIAN WALKWAYS ARE PROVIDED WITHIN THE SITE. THE NEW ACCESS DRIVE CROSSES THE EXISTING SIDEWALK WITH THE SAME CONFIGURATION AS OTHER EXISTING CURB CUTS.

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)

ANY NEW LANDSCAPING IS DESIGNED TO CONFORM TO ZONING REQUIREMENTS AND WILL MATCH OR BE IN HARMONY WITH THE EXISTING LANDSCAPING.

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

NO NEW OUTDOOR STORAGE AREAS ARE PROPOSED.

## FINDINGS OF FACT FOR VARIATIONS

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

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

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

DUE TO USDA REGULATIONS RAW MATERIALS AND FINISHED GOODS CANNOT BE DELIVERED FROM THE SAME AREA. RAW MATERIALS ARRIVE AT THE BUILDING ON THE NORTH. THE PROPOSED DOCKS ON THE SOUTH IN THE FRONT YARD WOULD BE FOR SHIPPING FINISHED GOODS. SHIPPING OF FINISHED GOODS CANNOT BE LOCATED ON THE EAST DUE TO THE LOCATION OF THE FREEZER AND CONSTRAINTS OF THE BUILDING SIZE.

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 ORIENTATION OF THE BUILDING IS PARALLEL WITH BREWSTER CREEK BOULEVARD AND THE EXISTING DOCKS HAVE BEEN DESIGNED ON TWO ADJACENT SIDES OF THE BUILDING. TYPICAL LARGER WAREHOUSE FACILITIES ARE DESIGNED FOR DOCKS ON OPPOSITE SIDES OF THE BUILDING. THE EXISTING 1315 BREWSTER CREEK BOULEVARD BUILDING ACROSS FROM OUR PROPERTY HAS DOCKS THAT FACE THE BOULEVARD AS WELL AS 1350 MUNGER ROAD WITHIN THE BUSINESS PARK.

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

THE DECISION TO PROVIDE DOCKS ON THE SOUTH SIDE OF THE BUILDING IN THE FRONT YARD IS BASED ON USDA OPERATIONAL CONCERNS.

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 EXISTING BUILDING AND PROPERTY IS A PRE-EXISTING CONDITION.

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 PROPOSED DOCKS ARE ACCESSED BY A NEW ACCESS DRIVE AND ALLOW FOR TRUCKS TO ENTER AND EXIT THE DRIVE WITHOUT BACKING INTO THE BOULEVARD PER OUR TRUCK TURNING EXHIBIT.

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 DOCK LOCATION IS AT THE MIDDLE OF THE EXISTING BUILDING AWAY FROM ADJACENT PROPERTIES AND NEW LANDSCAPING IS PROVIDED BETWEEN THE NEW ACCESS DRIVE AND EXISTING BREWSTER CREEK BOULEVARD.

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 EXISTING 1315 BREWSTER CREEK BOULEVARD BUILDING ACROSS FROM OUR PROPERTY HAS DOCKS THAT FACE THE BOULEVARD AS WELL AS 1350 MUNGER ROAD WITHIN THE BUSINESS PARK.

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: Salvatore Tropicano

PRINT NAME: Salvatore Tropicano

DATE: 1-29-20

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: Ron DeRosa - G4 Construction Group, LLC

ADDRESS: 1307 Schiferl Rd  
Bartlett, IL 60103

PHONE NUMBER: [REDACTED]

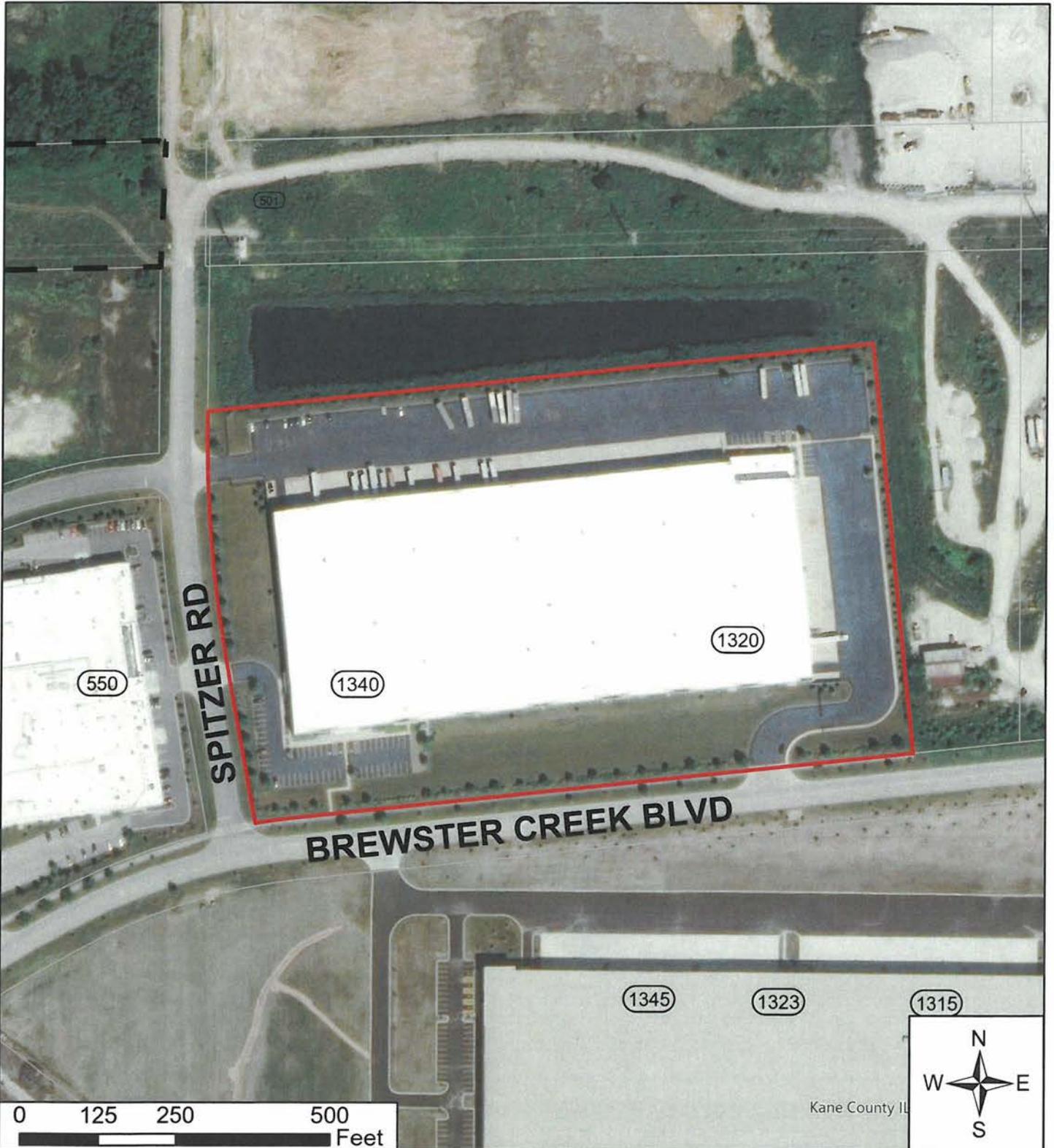
EMAIL: [REDACTED]

SIGNATURE: Ron DeRosa

DATE: 1/29/2020

# Location Map

2020-02 1320-1340 Brewster Creek Blvd.  
Site Plan Amendment  
Variation - Docks in the Corner Side Yard  
PIN: 01-05-201-006

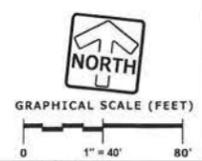
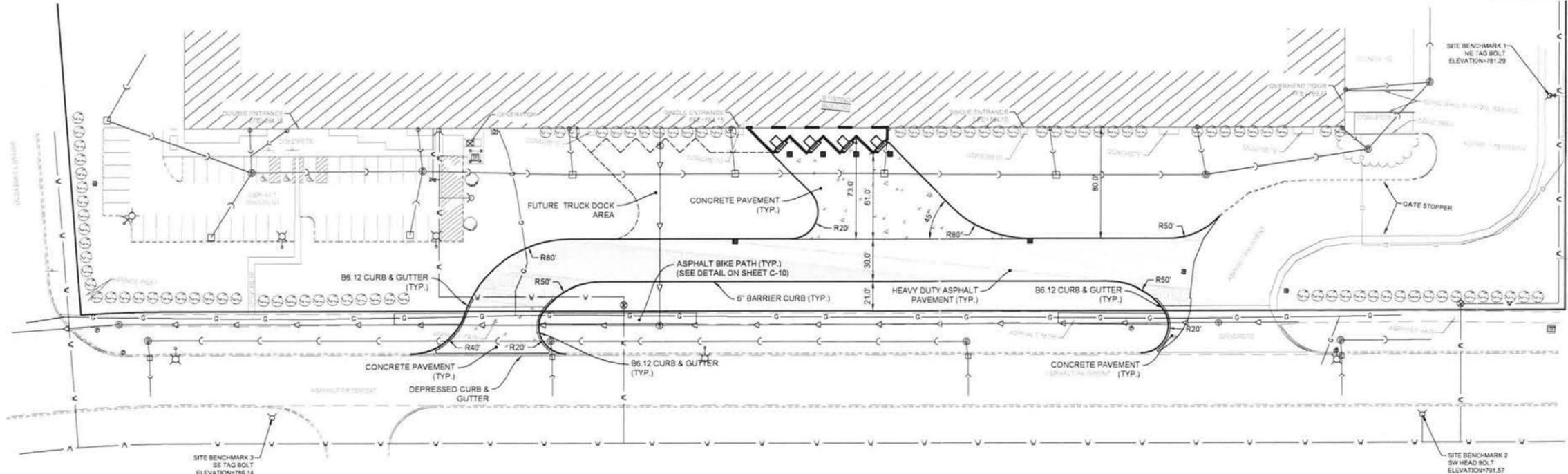


DRAWN BY: [REDACTED] DESIGNED BY: [REDACTED] REVIEWED BY: [REDACTED] DATE: 8/21/2022 2:14 PM - 5:10 PM  
 PROJECT: 1340 BREWSTER CREEK BOULEVARD - TRUCK DOCK & ACCESS IMPROVEMENTS  
 SHEET: SITE DIMENSIONAL & PAVING PLAN - CIVIL  
 THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

- ### SITE DIMENSIONAL AND PAVING NOTES
- ALL PROPOSED CURB AND CUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
  - ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FACE UNLESS OTHERWISE NOTED.
  - BUILDING DIMENSIONS, GRADING, PARKING, AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST AND CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL PLANS AND CIVIL PLANS, NOTIFY BOTH ARCHITECT AND ENGINEER.
  - LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
  - REBAR / TIEBARS SHALL BE USED IN ALL LOCATIONS WHERE CONCRETE ABUTS OTHER CONCRETE FEATURES (i.e. SIDEWALK ADJACENT TO FOUNDATION WALL, PAVEMENT, AND SIDEWALK ADJACENT TO CURB & GUTTER). TIEBAR SIZE AND SPACING SHALL BE PER IDOT SPECIFICATIONS.
  - CONTRACTOR SHALL CONSTRUCT ALL HANDICAP ACCESSIBLE ROUTES IN ACCORDANCE WITH LOCAL AND STATE ADA REQUIREMENTS.
  - PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
  - REFER TO CONSTRUCTION DETAILS AND GRADING ENLARGEMENTS FOR SIDEWALK RAMP AND HANDICAP STRIPING.
  - REFER TO PHOTOMETRICS PLAN (BY OTHERS) FOR LIGHT STANDARDS AND SPECIFICATIONS.
  - COMPACTED SUBBASE MATERIAL SHALL BE PROOF ROLLED WITH A LOADED SIX (6) WHEEL DUMP TRUCK IN THE PRESENCE OF A VILLAGE INSPECTOR, AND APPROVED PRIOR TO PLACING ANY PAVING MATERIAL.

### LEGEND

	CONCRETE APRON & DOCK AREA (SN=4.78)
	8" PORTLAND CEMENT CONCRETE WITH 6"x6" - 1.4 x 1.4 W.W.F. 6" COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	ASPHALT PAVEMENT (HEAVY DUTY) (SN=3.35)
	2" BIT. SURFACE COURSE, HMA, MIX D, N50, 9.5mm NOMINAL SIZE, PG64-22 (R.A.S. NOT PERMITTED)
	2" BIT. BINDER COURSE, HMA, IL-19, N50, 19.0mm NOMINAL SIZE, PG64-22
	0.30 GAL/SY BITUMINOUS PRIME COAT (MC-30)
	8" COMP. CA-6 AGGREGATE BASE COURSE, TYPE B
	B-6.12 CURB & GUTTER
	DEPRESSED B-6.12 CURB & GUTTER
	6" BARRIER CURB



**PLAN | DESIGN | DELIVER**  
 CHICAGO OFFICE:  
 1051 E. MAIN ST. | SUITE 217  
 EAST DUNDEE, IL 60118  
 (847) 551-5300  
 CHICAGO'S PREMIER ENGINEERING & ARCHITECTURE FIRM

**PINNACLE ENGINEERING GROUP**  
 ENGINEERING | NATURAL RESOURCES | SURVEYING

## TRUCK DOCK & ACCESS IMPROVEMENTS 1340 BREWSTER CREEK BOULEVARD BARTLETT, IL

REVISIONS		
NO.	DESCRIPTION	DATE
1	PER VILLAGE REVIEW	8/31/20

## SITE DIMENSIONAL & PAVING PLAN

SHEET  
**C-4**  
 OF  
**C-10**

REG. PROJ. NO. 182106-JL  
 REG. P.E. [REDACTED]  
 START DATE: 11/22/19  
 SCALE: 1" = 40'

www.pinnacle-engr.com  
 SITE DIMENSIONAL & PAVING PLAN



# Agenda Item Executive Summary

Item Name      2021 GO Bonds for Refunding 2012 Bonds and      Committee  
Prepayment of DuPage Water Commission Loan      or Board      Board

## BUDGET IMPACT

Amount:	\$30,750,000	Budgeted	N/A
List what fund	Debt Service Fund, Water Fund		

## EXECUTIVE SUMMARY

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.

## ATTACHMENTS (PLEASE LIST)

Finance Department Memo 2020-27  
Bond Ordinance  
Finance Department Memo 2020-18  
2012 Bonds Refunding Analysis  
DuPage Water Commission Loan Refunding Analysis

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE ORDINANCE #2020 - \_\_\_\_\_, 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, SEIRIES 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 THEROF, AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH.**

Staff:              Todd Dowden, Finance Director

Date:              December 7, 2020

**Village of Bartlett**  
**Finance Department Memo**  
**2020 – 27**

**DATE:** December 7, 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.

**MOTION: I MOVE TO APPROVE ORDINANCE #2020 - \_\_\_\_\_, 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, SEIRIES 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 THEROF, AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH.**

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

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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.

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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 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				General Obligation Refunding Bonds, Series 2020 <sup>(1)</sup>			
Bond Year	Principal (Monthly)	Rate <sup>(1)</sup>	Interest (Monthly)	Principal (12/1)	Assumed Coupon <sup>(3)</sup>	Yield <sup>(4)</sup>	Total Interest (6/1 & 12/1)
2021	\$684,028	3.18%/2.68%	\$465,873	\$550,000	4.000%	0.300%	\$510,791
2022	\$777,946	2.68%/2.87%	\$463,993	\$655,000	4.000%	0.320%	\$500,400
2023	\$784,163	2.870%	\$457,776	\$680,000	5.000%	0.340%	\$474,200
2024	\$806,987	2.870%	\$434,372	\$715,000	5.000%	0.400%	\$404,200
2025	\$830,434	2.870%	\$411,505	\$750,000	5.000%	0.530%	\$404,450
2026	\$854,583	2.870%	\$387,355	\$790,000	5.000%	0.680%	\$368,950
2027	\$879,435	2.870%	\$362,504	\$825,000	5.000%	0.840%	\$327,450
2028	\$905,010	2.870%	\$336,929	\$870,000	5.000%	1.000%	\$286,200
2029	\$931,328	2.870%	\$310,611	\$910,000	5.000%	1.180%	\$242,700
2030	\$958,411	2.870%	\$283,528	\$960,000	2.000%	1.460%	\$197,200
2031	\$986,283	2.870%	\$255,656	\$975,000	2.000%	1.590%	\$178,000
2032	\$1,014,964	2.870%	\$226,975	\$995,000	2.000%	1.720%	\$158,500
2033	\$1,044,480	2.870%	\$197,459	\$1,015,000	2.000%	1.850%	\$138,800
2034	\$1,074,854	2.870%	\$167,085	\$1,035,000	2.000%	1.940%	\$118,900
2035	\$1,106,111	2.870%	\$135,626	\$1,055,000	2.000%	2.040%	\$97,800
2036	\$1,138,278	2.870%	\$103,861	\$1,080,000	2.000%	2.090%	\$76,900
2037	\$1,171,379	2.870%	\$70,990	\$1,100,000	2.000%	2.130%	\$54,900
2038	\$1,205,444	2.870%	\$36,495	\$1,120,000	2.000%	2.170%	\$32,900
2039	\$815,804	2.870%	\$5,165	\$525,000	2.000%	2.210%	\$10,500
	<b>\$17,769,902</b>		<b>\$5,113,931</b>	<b>\$16,605,000</b>			<b>\$4,616,341</b>
							<b>\$21,221,341</b>

**POTENTIAL DEBT SERVICE SAVINGS**

\$16,605,000

**\$1,569,949**

**\$17,769,902**

**8.825%**

**\$1,397,198**

**\$1,745,384**

**7.86%**

**9.82%**

**\$1,569,949**

**\$17,769,902**

**8.825%**

**\$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**

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The logo for Robert W. Baird & Co. features the word "BAIRD" in white, uppercase letters on a blue, parallelogram-shaped background.

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.

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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.

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# Agenda Item Executive Summary

Item Name      Clarke Mosquito Control Agreement -- Wayne      Committee  
Township      or Board      Board

## BUDGET IMPACT

*Amount:*      \$66,600 Per Year      *Budgeted*      \$72,000 Per Year

*List what fund*      Central Services

## EXECUTIVE SUMMARY

The Northwest Mosquito Abatement District (NWMAD), a separate taxing body, handles mosquito abatement in the Cook County portion of Bartlett, and since 1996, the Village has entered into multi-year contracts for mosquito abatement services in the DuPage portion of Bartlett. As in the past, Wayne Township negotiated a contract with Clarke Environmental Mosquito Management, Inc. which set our price for each year of the contract and in addition, Wayne Township pays 10% of the cost with the Village paying the remaining 90%.

The cost to the Village for mosquito abatement in 2021-2023 will be \$66,600 per year, which is the same cost as the last three contracts. The services covered in the agreement begin in May and typically end by mid-September. Although NWMAD provides mosquito abatement services for Cook County, they do not spray for mosquitos unless West Nile is detected. West Nile usually is not a problem until the later part of the summer, so Cook County generally gets sprayed fewer times than our DuPage side. In the agreement, Clarke provided a price for spraying the Cook County side of Bartlett for \$4,450 each application. We could do up to seven (7) sprays for the year which would be an additional \$31,150. Spraying only makes up a small portion of both Clarke and NWMAD's abatement services. The most significant portion of abatement is larvicideing standing water locations and catch basins which is the main service provided by both Clarke and NWMAD. Each year, the Village budgets \$72,000 for mosquito abatement and extra applications in the Wayne Township portion of Bartlett, but that number would have to increase if Cook County is to be added to the spraying rotation.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated December 7, 2020

Resolution

Clarke Contract

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I Move to Approve Resolution 2020- \_\_\_\_\_ A Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Program between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc.

Staff:              Samuel Hughes, Sr. Management Analyst

Date:              12/07/2020

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** December 7, 2020  
**Re:** Clarke Mosquito Control Agreement -- Wayne Township

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The Northwest Mosquito Abatement District (NWMAD), a separate taxing body, handles mosquito abatement in the Cook County portion of Bartlett, and since 1996, the Village has entered into multi-year contracts for mosquito abatement services in the DuPage portion of Bartlett. As in the past, Wayne Township negotiated a contract with Clarke Environmental Mosquito Management, Inc. which set our price for each year of the contract and in addition, Wayne Township pays 10% of the cost with the Village paying the remaining 90%. The most recent three-year agreement with Clarke and Wayne Township expired after the 2020 season. Wayne Township recently approved a new contract for the Environmental Mosquito Management Program with Clarke covering years 2021 through 2023.

As per the agreement, the cost to the Village for mosquito abatement in 2021-2023 will be \$66,600 per year, which is the same cost as the last three contracts. Clarke also provides complimentary spraying before special events like NNO and the Fourth of July Festival. The services covered in the agreement begin in May and typically end by mid-September. Although NWMAD provides mosquito abatement services for Cook County, they do not spray for mosquitos unless West Nile is detected. West Nile usually is not a problem until the later part of the summer, so Cook County generally gets sprayed fewer times than our DuPage side. In the agreement, Clarke provided a price for spraying the Cook County side of Bartlett for \$4,450 each application. We could do up to seven (7) sprays for the year which would be an additional \$31,150. Each year, the Village budgets \$72,000 for mosquito abatement to allow for flexibility if it is a bad mosquito year and an additional spray is needed, but that would have to increase if Cook County is added to the spraying rotation. It should be noted that when speaking with Clarke and NWMAD, they both agree that spraying for adult mosquitos is **not** the most effective and only accounts for about 10% of the total mosquito abatement process performed throughout the summer. The most significant portion of abatement is larvicideing standing water locations and catch basins which is the main service provided by both Clarke and NWMAD. Attached for your review is a copy of the treatment program description and a cost distribution schedule.

## **Motion**

I Move to Approve Resolution 2020-\_\_\_\_\_ A Resolution Approving the Client Agreement Authorization for the Environmental Mosquito Program between the Village of Bartlett and Clarke Environmental Mosquito Management, Inc.

RESOLUTION 2020 - \_\_\_\_\_

**A RESOLUTION APPROVING THE CLIENT AGREEMENT AUTHORIZATION FOR THE ENVIRONMENTAL MOSQUITO MANAGEMENT PROGRAM BETWEEN THE VILLAGE OF BARTLETT AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

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

**SECTION ONE:** The proposal as set forth in the Professional Services Outline for 2021-2023 from Clarke Environmental Mosquito Management, Inc. to the Village of Bartlett for the Environmental Mosquito Management (EMM) Program, including the Client Agreement Authorization for 2021-2023 for the Village of Bartlett for an EMM Program, and the 2021-2023 Cost Distribution Schedule for the Wayne Township United Effort Mosquito Control Program (hereafter collectively referred to as the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett by executing the Clarke Environmental Mosquito Management, Inc. Client Authorization 2021-2023 Village of Bartlett Environmental Mosquito Management( EMM) Program page thereof.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 15, 2020

APPROVED: December 15, 2020

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

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - \_\_\_\_\_ enacted on December 15, 2020, and approved on December 15, 2020, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk



**Clarke Environmental Mosquito Management, Inc.,  
Professional Services Outline for 2021-2023  
Village of Bartlett  
Environmental Mosquito Management (EMM) Program**

**Part I. General Service**

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Bartlett additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

**Part II. Surveillance and Monitoring**

- A. Floodwater Mosquito Migration Model:  
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Bartlett representative and inform him of the impending brood arrival.)
- B. Weather Monitoring – Operational Forecasts

**Part III. Larval Control**

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Nine (9) inspections
  - 1. Three (3) complete inspections of up to 119 sites as outlined by most recent Clarke GIS Survey.
  - 2. Six (6) targeted inspections of up to 34 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
  - 1. Larval Control: Stocking of 2,000 mosquito fish (*Gambusia affinis*) for biological control.
  - 2. Catch Basins:
    - a. One (1) treatment of up to 2,130 street side catch basins, inlets and manholes using a sustained release insecticide for control of up to 150 days.
    - b. One (1) treatment of up to 2,130 street side catch basins, inlets and manholes using an extended residual slow release insecticide for control of up to 30 days.
    - c. Treatment of up to 10 backyard catch basins using an extended residual slow release insecticide for up to 150 day control.



**Part IV. Adult Control**

- A. Adulticiding in mosquito harborage areas:
  - 1. Truck / ATV Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for July 4<sup>th</sup> event or any community special events of up to one mile.
  - 2. Eight (8) truck / ATV harborage treatment using a synthetic pyrethroid insecticide of up to 1 mile.
  - 3. Six (6) backpack barrier treatments using a synthetic pyrethroid insecticide of up to 0.6 miles for residual control of adult mosquitoes.
- B. Adulticiding in Residential Areas:
  - 1. Eight (8) community-wide truck ULV treatments of up to 116.1 miles of streets using Biomist® or synthetic pyrethroid insecticide.
  - 2. As authorized, community-wide truck ULV treatments of the Village's Cook County streets using Biomist® or synthetic pyrethroid insecticide will be provided at a cost of \$4,450.00 per application.
- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

**2021-2023 EMM Payment Total Annual Price for Parts I, II, III, IV \*\*: \$74,000.00**

**\*\*NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

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Proposal

**Clarke Environmental Mosquito Management, Inc.,  
Client Agreement Authorization for 2021-2023  
Village of Bartlett  
Environmental Mosquito Management (EMM) Program**

- I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2021-2023 Professional Services Price Outline, the annual total for the 2021-2023 program is \$74,000.00 per year. The payments will be due on April 1, May 1, June 1 and July 1, 2021-2023 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

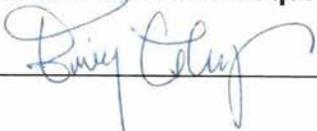
**PROGRAM PAYMENT PLAN**

Month	2021-2023
April 1	\$16,650.00 / \$1,850.00
May 1	\$16,650.00 / \$1,850.00
June 1	\$16,650.00 / \$1,850.00
July 1	\$16,650.00 / \$1,850.00
<b>TOTAL</b>	<b>\$66,600.00 / \$7,400.00</b>

**For Village of Bartlett:**

Sign Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**For Clarke Environmental Mosquito Management, Inc.:**

Name:  Title: Key Accounts Manager Date: 11/18/2020



**2021-2023  
COST DISTRIBUTION SCHEDULE FOR THE  
WAYNE TOWNSHIP UNITED EFFORT  
MOSQUITO CONTROL PROGRAM**

<b>COMMUNITY</b>	<b>COMMUNITY COST (90%)</b>	<b>WAYNE TOWNSHIP PARTICIPATION</b>	<b>TOTAL COST</b>
Wayne Township		\$59,000.00	\$59,000.00
Village of Bartlett	\$66,600.00	\$7,400.00	\$74,000.00
Village of Carol Stream	\$33,300.00	\$3,700.00	\$37,000.00
Village of Hanover Park	\$25,200.00	\$2,800.00	\$28,000.00
Village of Wayne	\$3,772.80	\$419.20	\$4,192.00
	\$128,872.80	\$73,319.20	\$202,192.00

**TERMS OF PAYMENT**

Wayne Township will be billed for all work in the unincorporated areas. Invoices will be sent to each individual Community for work completed within their boundaries.

The invoices to each community will show the total amount billed, less its 10% participation from Wayne Township. Copies of all Village invoices will then be sent to Wayne Township for the remittance of their participation to each Community program as set forth in the above Cost Distribution Schedule.



Proposal

**Clarke Environmental Mosquito Management, Inc.,  
Client Authorization for 2021-2023  
Village of Bartlett  
Environmental Mosquito Management (EMM) Program**

**Administrative Information:**

**Invoices should be sent to:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ P.O. # \_\_\_\_\_  
E-mail: \_\_\_\_\_ County: \_\_\_\_\_

**\*\*In an effort to be more sustainable, we ask that you provide us with an Email address that the invoices should be sent to.\*\***

**Treatment Address (if different from above):**

County: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

**Contact Person for Village of Bartlett:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Alternate Contact Person for Village of Bartlett:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

**Please sign and return a copy of the complete contract for our files to:**

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg  
675 Sidwell Court, St. Charles, IL 60174 or email at [eglasberg@clarke.com](mailto:eglasberg@clarke.com)



# Agenda Item Executive Summary

Item Name      Acceptance of Public Improvements for  
Bartlett Pointe West Subdivision      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for the Bartlett Pointe West Subdivision on West Bartlett Road. The developer, Bluff City Materials, Inc. has submitted all required final documents to the village. A set of Record Drawings has been received and is on file.

Because the water main and other village utilities have been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well.

## ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE 2020-\_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BARTLETT POINTE WEST SUBDIVISION**

Staff:      Bob Allen, Village Engineer

Date:      December 15, 2020

# MEMORANDUM

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To: Paula Schumacher, Village Administrator  
From: Bob Allen, Village Engineer *BA*  
Subject: Acceptance of Public Improvements for Bartlett Pointe West Subdivision,  
West Bartlett Road  
Date: December 15, 2020

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Attached is an ordinance to accept the public improvements for the Bartlett Pointe West Subdivision on West Bartlett Road. The developer, Bluff City Materials, Inc. has submitted all required final documents to the village. A set of Record Drawings has been received and is on file.

Because the water main and other village utilities have been operational and functioning successfully for more than 12 months, village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE 2020-\_\_\_\_\_ ACCEPTING THE  
PUBLIC IMPROVEMENTS FOR THE BARTLETT POINTE WEST  
SUBDIVISION**

December 15, 2020

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
BARTLETT POINTE WEST SUBDIVISION,  
WEST BARTLETT ROAD**

Please be advised that the public improvements have been completed for the Bartlett Pointe West Subdivision on West Bartlett Road.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for Bartlett Pointe West Subdivision.

The developer, Bluff City Materials, Inc. has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system, as well as erosion control, sanitary sewer, storm sewer and right-of-way work. Because this water main and other village utilities have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at the Bartlett Pointe West Subdivision on West Bartlett Road.

Sincerely,

[Robert Allen, PE](#)

Robert Allen, P.E.  
Village Engineer

Attachment – Bill of Sale

cc: Lorna Giles, Village Clerk  
Beth Urgo, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS  
Slade O'Keefe, Bluff City Materials, Inc.

**ORDINANCE 2020-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
BARTLETT POINTE WEST SUBDIVISION**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the erosion control, water, sanitary, storm, detention and right-of-way work, (“the Public Improvements”) for the site known as the Bartlett Pointe West Subdivision (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on October 1, 2018 (“the Completion Date”) and that, the developer of the site, Bluff City Materials, Inc. (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the Public Improvements for the Bartlett Pointe West Subdivision.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED**

**APPROVED**

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

#### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020- enacted on December 15, 2020 and approved on December 15, 2020, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

# BILL OF SALE

FOR THE WATER MAIN INSTALLED  
AT THE

\_\_\_\_\_ INDUSTRIAL SITE

LOT NO. \_\_\_\_\_, \_\_\_ Bartlett Pointe West \_\_\_\_\_ SUBDIVISION

ADDRESS Olivia Lane & Olivia Court \_\_\_\_\_

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, Bluff City Materials, Inc. ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

**The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;**

("the Property") being the Public Improvements for the Bartlett Pointe West Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Bartlett, Illinois on October 6, 2020

Signed: [Signature]  
President

Attest: [Signature]  
Vice President

STATE OF ILLINOIS )  
                                  )     SS:  
COUNTY OF Kane     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Troy Kutz and M. Slade O'Keefe, personally known to me to be the President and Vice President, respectively of Bluff City Materials, Inc. , ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of October, 2020



[Signature]  
Notary Public  
My Commission Expires: 03/22/23